



# BT Compute Professional Services (Alibaba) Schedule to the PSA

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## Words defined in the General Terms and Conditions

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

## Part A –Alibaba Professional Services

### 1 Service Summary

BT will provide the Customer with a professional consulting service that will assess the compatibility of the Customer's current IT infrastructure to receive Alibaba Cloud Services and subject to this survey and the Customer's confirmation that the Customer wishes to receive Alibaba Cloud Services, BT will migrate the Customer to Alibaba Cloud Services in accordance with the requirements set out in any applicable SOW ("**Alibaba Professional Services**").

#### 1 Alibaba Professional Services

The services BT can provide to the Customer include, but are not limited to, the following and will be described in the Customer's SOW:

##### 1.1 Professional Services Consultancy

1.1.1 BT will review the Customer's current IT infrastructure to understand its suitability to receive Alibaba Cloud Services and provide the Customer with a report which will consist of:

- (a) analysis of the Customer's current IT infrastructure, challenges and goals;
- (b) reviewing the types of applications and virtualisation used on the Customer's IT infrastructure; and
- (c) understanding the number of data centres, servers, databases and other computing components that make up the Customer's IT infrastructure.

1.1.2 Based on the outcome of the report produced in accordance with Paragraph 1.1.1, BT will provide the Customer with:

- (a) an assessment of the risks of migrating the Customer's IT infrastructure to Alibaba Cloud Services consisting of:
  - (i) compatibility with Alibaba Cloud Services; and
  - (ii) system reinvention, performance and management risk assessment;
- (b) high level design and requirements to migrate the Customer's IT infrastructure to Alibaba Cloud Services consisting of:
  - (i) Alibaba Cloud Services mapping to legacy technical architecture;
  - (ii) logical topology design on Alibaba Cloud Services;
  - (iii) network architecture design based on Alibaba Cloud Services;
  - (iv) backup solution in Alibaba Cloud Services;
  - (v) hybrid cloud architecture;
  - (vi) disaster recovery design;
  - (vii) migration strategy for different system components;
  - (viii) cost evaluation for each cloud resource; and
  - (ix) delivery planning for cloud migration.

1.1.3 If BT does not hear from the Customer within 10 working days from the day BT confirms to the Customer that the activities set out in Paragraphs 1.1.1 and 1.1.2 are complete or any other timescale as set out in the Customer's SOW, BT will consider the deliverables complete and the Customer may incur additional Charges for any further work notified to BT after this date.

##### 1.2 Build and Migrate

1.2.1 BT will migrate the Customer to Alibaba Cloud Services in accordance with the high level design BT has provided to the Customer in accordance with Paragraph 1.1.2(b) consisting of:

- (a) application system architecture reinvention;
- (b) database reinvention;
- (c) application reinvention;
- (d) system test validation;
- (e) migration preparation;
- (f) finalisation of low level design document;
- (g) cloud resource provisions and configuration, environment setup;
- (h) migration tools configuration and validation;
- (i) database and file system migration, backup solution;



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- (j) security service provisions and configuration;
  - (k) hybrid cloud architecture implementation;
  - (l) disaster recovery architecture implementation;
  - (m) delivery of cloud environment deployment information document;
  - (n) business verification support, which aims to check if the application could run well in Alibaba Cloud Services;
  - (o) data verification, which aims to check if the data is consistent with the legacy system;
  - (p) comprehensive testing support on Alibaba Cloud Services;
  - (q) infrastructure performance benchmark test, which includes network performance test, computing performance test and storage input and output performance test;
  - (r) security test, if needed;
  - (s) migration rehearsal and validation, including cloud resource setup, application deployment, database and file system migration and synchronisation validation;
  - (t) go-live, traffic and business switchover;
  - (u) optimisation and Operation and Maintenance (O&M) service after cutover;
  - (v) cloud resource usage monitoring and optimisation; and
  - (w) O&M service.
- 1.3 In order for BT to provide the Customer with the Alibaba Professional Services the Customer will ensure that the Customer provides BT with:
- 1.3.1 all requested information on the Customer's current IT infrastructure or any other information that BT reasonably requires in order to provide the Customer with the Alibaba Professional Services; and
  - 1.3.2 access to the Customer's current IT infrastructure including ensuring that the Customer has all necessary consents, licences or other authorisations to allow BT to access the Customer's current IT infrastructure.
- 1.4 BT will not be liable for any delay in delivering the Alibaba Professional Services if the Customer does not comply with any of the provisions of this Agreement.

## 2 Service Management Boundary

- 2.1 BT will provide and manage the Alibaba Professional Services in accordance with the terms of this Schedule and as set out in any applicable Order or SOW ("**Service Management Boundary**").
- 2.2 BT will have no responsibility for the Alibaba Professional Services outside the Service Management Boundary, including:
- 2.2.1 application migration if virtual to virtual or physical to virtual migration isn't feasible for the Customer's IT infrastructure;
  - 2.2.2 application verification after migration to Alibaba Cloud Services;
  - 2.2.3 application modernisation (unless expressly agreed with BT as set out in the Customer's SOW);
  - 2.2.4 application function and performance testing after migration to Alibaba Cloud Services;
  - 2.2.5 application configuration modification in Alibaba Cloud Services;
  - 2.2.6 operations related to applications during the system cutover, such as application starting and stopping.

## 3 Specific Terms

### 3.1 Changes to the Agreement

- 3.1.1 BT may propose changes to this Schedule or the Charges (or both) by giving the Customer Notice at least 30 days' Notice ("**Notice to Amend**").
- 3.1.2 Within 21 days of any Notice to Amend, the Customer will provide BT Notice:
- (a) agreeing to the changes BT proposed;
  - (b) requesting revisions to the changes BT proposed, in which case BT and the Customer will enter into good faith negotiations; or
  - (c) terminating the applicable SOW and paying BT all Charges owed in accordance with the terms of this Agreement and SOW.
- 3.1.3 If BT and the Customer have not reached agreement in accordance with Paragraph 3.1.2(b), the terms of this Schedule will continue to apply unless the Customer gives Notice in accordance with Paragraph 3.1.2(c) or BT may give Notice of termination, in which case BT will cease delivering the Alibaba Professional Services at a mutually agreed date.

### 3.2 Changes to SOW

- 3.2.1 If the Customer wishes to change any already agreed SOW the Customer will provide BT with written notice of the changes the Customer requires.



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- 3.2.2 BT, in its absolute discretion, will confirm to the Customer if the Customer's requested changes to any already agreed SOW can be implemented and if BT approves any changes to the SOW, BT will inform the Customer if this will result in any changes to the Charges payable.
- 3.2.3 Once BT confirms to the Customer that BT can honour the Customer's requested changes to any SOW, the Customer will have 15 days to confirm to BT whether the Customer wishes to proceed with the changes at the revised Charges.
- 3.3 Termination for Convenience**
- 3.3.1 For the purposes of Clause 12.1 of the General Terms and Conditions, either Party may, at any time after the Operational Service Date and without cause, terminate the Alibaba Professional Services, including any SOWs, by giving 60 days' Notice to the other Party.
- 3.3.2 If the Customer terminates the Alibaba Professional Services, including any SOWs, in accordance with Paragraph 3.3.1, the Customer will pay BT any Charges owed to BT for any deliverables completed as at the date of termination.
- 3.4 Invoicing**
- 3.4.1 Charges for Alibaba Professional Services will be invoiced as set out in the Customer's SOW.
- 3.4.2 BT may invoice the Customer for any of the following Charges in addition to those set out in any applicable Order or SOW:
- (a) Charges for expediting provision of the Alibaba Professional Services at the Customer's request after BT has informed the Customer of the Customer Committed Date; and
  - (b) any other Charges as set out in any applicable Order or the BT Price List or as otherwise agreed between BT and the Customer.
- 3.5 Termination Charges**
- 3.5.1 If the Customer terminates the Agreement or the Alibaba Professional Services for convenience in accordance with Clause 12.1 of the General Terms and conditions the Customer will pay BT:
- (a) all outstanding Charges or payments due and payable under the Agreement; and
  - (b) any other Charges as set out in any applicable Order or Statement of Work.
- 3.6 Acceptable Use**
- 3.6.1 The Customer will comply with the Acceptable Use Policy and make sure that the Customer's Users do as well.
- 3.6.2 If the Customer does not comply with the Acceptable Use Policy, the Customer will be liable for any Claims, losses, costs or liabilities that BT incurs as a result.
- 3.6.3 BT may, where there is a serious breach of the Acceptable Use Policy, report the Customer and provide the Customer's personal information, including Personal Data, to the relevant law enforcement agency.
- 3.6.4 BT may restrict or suspend the Service if the Customer does not follow the Acceptable Use Policy.
- 3.7 Amendments to the General Terms and Conditions**
- 3.7.1 Clause 12.3 (b) of the General Terms and Conditions is deleted in its entirety and replaced with the following:
- '12.3 (b) an event as set out in Clause 14 prevents the performance of the whole or a substantial part of the other Party's obligations in relation to that Service or Product for a continuous period of more than fifteen (15) days after the date on which it should have been performed;'
- 3.7.2 Paragraph 14.1 of the General Terms is deleted in its entirety and replaced with the following:
- '14.1 Except for the payment of any Charges, neither Party shall be liable for failure or delay in the performance of its obligations caused by or resulting from force majeure, which shall include, but not be limited to, events that are unpredictable, unforeseeable or irresistible, such as any extremely severe weather, flood, landslide, earthquake, storm, lightning, fire, subsidence, epidemic, acts of terrorism, biological warfare, outbreak of military hostilities (whether or not war is declared), riot, explosions, strikes or other labour unrest, civil disturbance, sabotage, expropriation by governmental authorities and any other act or any event that is outside the reasonable control of the concerned Party.'
- 3.7.3 The wording in Clause 1 of the General Terms and Conditions is deleted and replaced with the following:  
If there is a conflict between any of the documents, the order of priority, highest first, is:



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- 2.1 any Statement of Work or Order;
- 2.2 the Schedule;
- 2.3 these General Terms and Conditions; and
- 2.5 if applicable to a Service, the BT Price List.

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## Part B – Service Delivery and Management

### 4 The Customer's Obligations

#### 4.1 Service Delivery

Before the Operational Service Date and, where applicable, throughout the provision of the Alibaba Professional Services, the Customer will provide BT with access to any Site(s) during Business Hours, or as otherwise agreed, to enable BT to set up, deliver and manage the Alibaba Professional Services.

#### 4.2 During Operation

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

- 4.2.1 provide BT with access to and use of all information, data, documentation, compute time, facilities, working space and offices services deemed necessary for BT to provide the Customer with the Alibaba Professional Services;
- 4.2.2 provide professional and prompt liaison with BT in order to review progress on delivering the Alibaba Professional Services;
- 4.2.3 monitor and maintain any Customer Equipment connected to the Alibaba Professional Services or used in connection with Alibaba Professional Services;
- 4.2.4 ensure that any Customer Equipment that is connected to the Alibaba Professional Services or that the Customer uses, directly or indirectly, in relation to the Alibaba Professional Services is:
  - (a) adequately protected against viruses and other breaches of security;
  - (b) technically compatible with the Alibaba Professional Services and will not harm or damage BT Equipment, the BT Network, or any of BT's suppliers' or subcontractors' network or equipment; and
  - (c) 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;
- 4.2.5 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 Alibaba Professional Services.

#### 4.3 The End of the Service

On termination of the Alibaba Professional Services by either BT or the Customer, the Customer will:

- 4.3.1 provide BT with all reasonable assistance necessary to remove any BT Equipment from the Site(s);
- 4.3.2 disconnect any Customer Equipment from BT Equipment located at the Site(s);
- 4.3.3 not dispose of or use BT Equipment other than in accordance with BT's written instructions or authorisation;
- 4.3.4 arrange for any BT Equipment located at the Site(s) to be returned to BT; and
- 4.3.5 be liable for any reasonable costs of recovery that BT incurs in recovering the BT Equipment.

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## Part C – Service Levels

### 5 Service Care Levels

There are no Service Levels for the Alibaba Professional Services.

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## Part D – Defined Terms

### 6 Defined Terms

In addition to the defined terms in the General Terms and Conditions, 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 and Conditions, 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 and Conditions. This is to make it easier for the Customer to find the definitions when reading this Schedule.

**“Acceptable Use Policy”** means specific rules that the Customer and the Customer’s Users have to follow when using the Services. The Customer can find the policy at [www.bt.com/acceptableuse](http://www.bt.com/acceptableuse) (or any other online address that BT may advise the Customer).

**“Alibaba Cloud Services”** means the cloud infrastructure platform that BT provides to the Customer from the Supplier.

**“Alibaba Professional Services”** has the meaning given to it in Paragraph 1.

**“BT Network”** means the communications network owned or leased by BT and used to provide the 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](http://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.

**“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 the Customer in connection with Alibaba Professional Services.

**“Device”** means any mobile handset, laptop, tablet or other item of handheld equipment, including all peripherals, excluding SIM Cards and applications, which are in scope of the Alibaba Professional Services, as set out in the Order

**“Force Majeure Event”** means any event that neither Party can control, and that stops or delays one of the Parties from doing something, including, but not limited to:

- (a) natural event including a flood, a storm, lightning, a drought, an earthquake, or seismic activity;
- (b) an epidemic or a pandemic;
- (c) a terrorist attack, civil war, civil commotion or riots, war, the threat of war, preparation for war, an armed conflict, an imposition of sanctions, accidents, an embargo or a breaking-off of diplomatic relations;
- (d) any law made or any action taken by a government or public authority, including not granting or revoking a licence or a consent;
- (e) shortages of transportation, facilities, fuel, energy, labor or materials;
- (f) collapsing buildings, a fire, explosion or accident; or
- (g) any labour or trade dispute, a strike, industrial action or lockouts.

**“General Terms and Conditions”** means Clauses 1 to 19 of the Products and Services Agreement.

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

**“Notice”** means any notice to be given by one Party to the other under the Agreement in accordance with Clause 16 of the General Terms and Conditions.

**“Purchased Equipment”** means any equipment, including any Software, that BT sells or licenses to the Customer.

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

**“Site”** means a location at which the Alibaba Professional Services is provided.

**“SOW” or “Statement of Work”** means the document that sets out the scope of the professional consulting services and deliverables to be provided to the Customer.

**“Supplier”** means Alibaba.com (Europe) Limited, a company incorporated under the laws of England and Wales with company number 06721521 and having its registered address at 3<sup>rd</sup> Floor, Davidson Building, 5 Southampton Street, London WC2E 7HA.

**“Termination Charges”** means any compensatory charges payable by the Customer to BT on termination of the Agreement or a Service in accordance with Clause 12.1 of the General Terms and Conditions and as set out in this Schedule.