



BT Compute for Amazon Web Services Service Schedule

1 Definitions

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

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

“AWS Components” means the support plans, functionalities, applications and tools that Amazon 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 Amazon notifies the Customer of.

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

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

“AWS Policies” means any applicable terms and conditions and policies from Amazon applicable on the AWS Service - as it may be updated by AWS from time to time -, including the AWS acceptable use policy (as currently available at <http://amazon.com/aup>), AWS documentation (as currently available at <http://aws.amazon.com/documentation>), AWS trademark use guidelines (as currently available at <http://aws.amazon.com/trademark-guidelines/>), AWS terms of use ((as currently available at <http://aws.amazon.com/terms/>), AWS service terms (as currently available at <http://aws.amazon.com/serviceterms>), the AWS Service Levels (as currently available at <https://aws.amazon.com/legal/service-level-agreements/>), AWS end-user license agreement (as currently available at <https://s3-us-west-2.amazonaws.com/legal-reseller/AWS+Reseller+Customer+License+Terms.pdf>) and all restrictions described in the AWS Content and on the AWS Site.

“AWS Service” means all services available on the CMS as provided by AWS like AWS Components and AWS Management Console.

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

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

“Keyword” means a word or phrase chosen by the Customer during the online registration process for the Portal that may be used by the Service Desk to verify the authority of the caller to raise incidents on Customer's behalf.

“CMS” means BT Compute Management System and is the portal and orchestration system that manages and drives the provisioning and billing aspects of the service.

“Customer Contact” has the meaning given in Clause 5.2.1.

“Customer Data” has the meaning given in the General Terms and Conditions.

“Customer Information” means data, information and any other materials published or otherwise made available by or on behalf of the Customer.

“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.

“Notice” means any notice to be given by one of us to the other under the Agreement.

“Online Order” means a Customer request for the Service. The Online Order is only available online via the Portal in accordance with the process outlined in Clause 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 (“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 has planned to do in advance.

“Portal(s)” means the BT CMS Portal and/or the AWS Management Console that the Customer accesses for service administration and management of the AWS services order online by the Customer.



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“**Service**” has the meaning given in Clause 2.

“**Service Credit**” means any agreed remedy for failure to meet a Service Level as credited to the Customer following Microsoft’s claim approval.

“**Service Desk**” means the helpdesk to submit service requests, report Incidents and ask questions about the Service.

“**Service Level Agreement**” or “**SLA**” means the performance metric(s) set forth in the SLA that Amazon agrees to meet in the delivery of the AWS services.

“**Service Management Boundary**” has the meaning given in Clause 8.

“**Standard Service Components**” has the meaning given in Clause 2.1.

“**Subscription(s)**” means a consumption offering (also called pay-as-you-go (PAYG) based on actual usage.

“**Usage Charges**” means the Charges for the Service or applicable part of the Service that are calculated by multiplying the volume of units that the Customer used or incurred in a period (e.g. number of users using the Service, or the number of minutes the Service was used for) with the relevant fee that is specified in the Online Order.

2 Service Description

2.1 BT will provide the Customer with the Standard Service Components, as set out below:

2.1.1 Subscription set-up to provide the Customer with access to the AWS Management Console via the BT CMS Portal. The AWS Management Console will give the Customer access to a catalogue of available AWS Components. The BT CMS Portal will:

- allow you to register and provide log on details for Users;
- provide you with a reporting and management tool that:
 - shows details of the AWS Components that are being utilised;
 - provides you with usage reports detailing which Users are using which AWS Components; and
 - provides you with financial and billing information.

2.1.2 A single invoice for the Service that will list Charges for the AWS Components that the Customer has consumed; and

2.1.3 Service Desk support that will provide first line support to the Customer and is available 24hours per day, days per week and 365days per year for fault reporting and enquiries including first line support on the AWS Components.

2.2 The Customer may subsequently add to and/or remove any available AWS Components it has ordered via the Portal, using the Online Order.

2.3 The Portal will show the up-to-date list of available AWS Components and the prevailing Charges for these AWS Components.

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 Access to Internet

3.1 The Customer acknowledges and agrees that where the Service provides access to the Internet, the use of the Internet is at the Customer’s own risk.

3.2 The Customer acknowledges that:

- (a) The Internet is independent of the 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 BT’s Obligations

Service Delivery



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- 4.1 Before the Operational Service Date and, where applicable, throughout the provision of the Service, BT will:
- 4.1.1 provide the Customer with contact details of the Service Desk;
- 4.1.2 provide the Customer with AWS Component subscription(s) which the Customer can use to self-serve AWS Components using the AWS Management Console.

Service Operation

- 4.2 On and from the Operational Service Date, BT:
- 4.2.1 will respond and use reasonable endeavours to remedy an Incident without undue delay and in accordance with Clauses 5.8 – 5.11 of this Schedule;
- 4.2.2 BT may have to carry out routine or emergency maintenance, updates and other procedures for reasons of health, safety, security or otherwise to protect the Service, and which may cause a disruption to the Service, ("Planned Maintenance"). BT will provide the Customer with as much prior notice as practicable with respect to Planned Maintenance; and
- 4.2.3 may require the Customer to change any or all passwords in accordance with Clause 6 of this Schedule.

5 Customer Obligations

Service Delivery

- 5.1 Next to accepting these conditions, the Customer must also accept on the Portal AWS Policies for each AWS Service the Customer orders and consumes.
- 5.2 Before the Operational Service Date and, where applicable, throughout the provision of the Service by BT, the Customer will:
- provide BT with the names and contact details of any individuals authorised to act on the Customer's behalf for Service management matters ("**Customer Contact**"). BT may also accept instructions from a person who BT reasonably believe is acting with the Customer's authority;
 - provide BT with any information reasonably required without undue delay;
 - provide software, and telecommunications equipment and services, necessary to access and use the Portals and AWS Management Console;
 - ensure having a technical compatible browser to access, view or use the Portals;
 - not permit or make any attempt to disassemble, deconstruct, break down, hack or otherwise interfere with the Portals or any part of the Portals;
 - provide the Service Desk with at least 30 days' notice should the Customer wish to terminate the Service as set out in Clause 11.3 and transfer the Customer's subscription to an alternative AWS partner.

Customer's use of AWS Management Console and AWS Components

- 5.3 The Customer's use of the AWS Management Console and the provisioning of any of the AWS Components will be subject to the Customer's acceptance of the AWS Policies for each service presented to the Customer when the Customer accesses the AWS Management Console. The Customer acknowledges and agrees to observe and comply with these AWS Policies for any and all use of the AWS Service. If the Customer does not comply with these AWS Policies, the Service may be restricted or suspended resulting that any access by the Customer and/or any User to Customer content and the Service offerings is terminate. In such event;
- 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;
 - the Customer will continue to pay the Charges for the use of the Service until the Service is terminated, and
 - BT may charge a re-installation fee to re-start the Service and 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.

- 5.4 While BT will be responsible as first line helpdesk and managing any Service Credits for the AWS Component; any licenses, warranties and indemnities provided by BT in the General Terms and



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Conditions do not apply to the Customer's use of the AWS Management Console or any of the AWS Components, but will be governed by the applicable AWS Policies as accepted by the Customer on the Portal. As result – except claims for Service Credits - any disputes related to the AWS Components ordered via this Service should be addressed directly to Amazon in accordance with the applicable AWS Policies as accepted by the Customer via the Portal.

- 5.5 License. The Service includes a limited, revocable, non-exclusive, non-sub licensable, non-transferrable license to use the AWS Components for your own internal business purposes and in accordance with the AWS Policies. The Customer is not allowed to:
- 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);
 - reverse engineer, disassemble or decompile the AWS Components or apply any other processes or procedures to derive the source code of any Software;
 - access or use the AWS Components in a way intended to avoid incurring Charges or exceeding any usage limits or quotas; and
 - resell or sublicense the AWS Components.
- 5.6 The Customer is solely responsible for any obligation or liability arising out of transactions of any kind entered into between the Customer and any third party accessing or relying on the Service, the Customer's information, or third party information. BT will not be a party to any transaction between the Customer and any third party.

Service Operation

- 5.7 On and from the Operational Service Date, the Customer will:
- pass Incident reports to the Service Desk using the reporting procedures agreed between the Parties;
 - ensure that any Customer Equipment that is connected to the Service or that the Customer use, directly or indirectly, in relation to the Service is:
 - (a) adequately protected against viruses and other breaches of security;
 - (b) technically compatible with the Service and will not harm or damage BT Equipment, the BT Network, or any of BTs' supplier's or subcontractor's network or equipment; and
 - (c) approved and used in accordance with relevant instructions and applicable law;
 - distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the Service;
 - ensure the secure and proper use of all valid User access profiles, passwords and other systems administration information used in connection with the Service and:
 - (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 Service; and
 - (c) satisfy BT security checks if a password is lost or forgotten.
- 5.8 If BT requests the Customer to do so in order to ensure the security or integrity of the Service, change any or all passwords and/or other systems administration information used in connection with the Service.

Notification of Incidents

- 5.9 Where the Customer become aware of an Incident, the Customer will report it to BT Service Desk:
- 5.10 BT will provide the Customer a unique reference number for the Incident ("**Ticket**");
- 5.11 BT will close the Ticket when:
- The Customer confirm that the Incident is cleared; or
 - BT has attempted unsuccessfully to contact the Customer, in the way agreed between the Parties, in relation to the Incident and the Customer has not responded within 2 hours of BT's attempt to contact the Customer.



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5.12 If the Customer states that the Incident is not cleared, the Ticket will remain open, and BT will continue to work to resolve the Incident.

6 Security

6.1 The Customer is responsible for the security and proper use of all User IDs, Checkwords and passwords. BT reserves the right to suspend access to the Service at any time if BT has reason to believe that there is, or is likely to be, a breach of security or misuse of the Service. BT will notify the Customer as soon as possible after it has done so.

6.2 The Customer will immediately inform BT if there is any reason to believe that a User ID, password, or Checkword allocated by BT has, or is likely to, become known to someone not authorised to use it or is being, or is likely to be, used in an unauthorised way.

6.3 BT reserves the right to require the Customer to change any or all of the Checkwords or passwords associated with the Service and used by the Customer in connection with the Service.

6.4 The Service is delivered within a secure BT data centre with a security policy for the protection of Site, infrastructure and network. Although BT will use reasonable care and skill in carrying out its obligations under this Agreement in accordance with BT's security policy, it is not possible to guarantee that all instances of fraud, misuse, unwanted or unauthorised activity or access to the Customer's Information will be prevented or detected. Whenever BT becomes aware that security has been compromised, BT will take actions in order to limit any further occurrences of fraud, misuse, unwanted or unauthorised activity or access to the Customer's Information. Nevertheless, BT accepts no liability for any such incidents, or for any loss or damage suffered by the Customer. The Customer shall therefore take responsibility for the security of the Customer Information, Content and application of security policies designed to prevent unwanted or unauthorised activity or access to the Customer's Information.

7 BT's use of Service Operational and Customer Data

7.1 In order for BT to provide and support the Service, BT may use Service Operational Data, (typically name, email address, telephone number and business and/or Site(s) address), of Users within the Customer's organisation or control in order to:

- (a) process, track and fulfil Online Orders for the Service;
- (b) deliver and commission the Service,
- (c) process, track and resolve Incidents with the Service,
- (d) administer access to the online portals relating to the Service;
- (e) compile, dispatch and manage the payment of invoices relating to the Service;
- (f) manage the contract and resolve any disputes relating to it;
- (g) respond to general queries relating to the Service;
- (h) provide security and technical support.

7.2 BT may also send the Customer additional information concerning the Service, or related services. This information will typically be sent to the Customer Contact, involved in the procurement or management of the Service.

7.3 Any personal Data that may be collected and processed by BT (including payment data) is subject to the data protection provisions as set in the General Terms and Conditions. More information about BT's Privacy Policy can be found at: <http://www.btplc.com/Privacycentre/index.htm>.

7.4 BT will have no access to the Customer Information stored by the Customer.

7.5 The location and access points of the Customer Information are defined by the Customer and as such the Customer needs to ensure compliance with relevant laws and regulations.

7.6 BT will not change the country where the Customer Information resides without providing notice to the Customer, unless required to do so in order to comply with applicable laws and regulations.

7.7 For the avoidance of doubt, BT will process Personal Data only to the extent required for providing the Standard Service Components set out in clause 2.1 and BT will not have access to Personal Data and/or other confidential information that may be shared between the Customer and Amazon regarding the use of the AWS Management Console and the provisioning of any of the AWS Components. Any handling activities for the AWS Management Console and AWS Components will be governed by the agreements between the Customer and Amazon and therefore BT will not be responsible and liable for the security and the processing of any Personal Data in connection with Customer' use of the AWS Management Console. Any claims and/or complaints in relation to the security and the processing of any such Personal Data may only be made by the Customer against Amazon under the AWS Policies.



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8 Service Management Boundary

- 8.1 BT will provide and manage the Service set out in this Schedule and up to the point where the CMS connects to the AWS Management Console as set out in the Online Order (“**Service Management Boundary**”).
- 8.2 BT will have no responsibility for the Service outside the Service Management Boundary. For the avoidance of doubt, the Service Management Boundary does not include the AWS Management Console and any AWS Components accessed via the AWS Management Console; hence any claims and/or complaints in relation to the AWS Services may only be made by the Customer against Amazon under the AWS Policies.
- 8.3 BT does not make any representations, whether express or implied, that the Service will operate in combination with any Customer Equipment or other equipment and software.
- 8.4 PCI DSS Compliance Obligations. BT will only be responsible for ensuring PCI DSS compliance for the provision of the Service under the Agreement, but not for ensuring PCI DSS compliance for any other element or service outside of this Service Management Boundary. As result the Customer will indemnify BT for any Claims, losses, costs or liabilities that it incurs as a result of you storing, processing or transmitting data that is subject to PCI DSS.

9 Charges

- 9.1 The Charges for the Service 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.
- 9.2 Unless stated otherwise in an applicable Online Order, BT will invoice the Customer for:
- 9.2.1 Usage Charges will be monthly in arrears on the first day of the relevant month calculated at the then current rates for each AWS Component consumed within the Customer’s subscription.
- 9.2.2 BT may invoice the Customer for any of the following Charges in addition to those set out in the Online 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 are not responsible under the Contract;
 - (b) Charges for restoring Service if the Service has been suspended;
 - (c) any other Charges set out in any applicable Online Order or as otherwise agreed between the Parties.

10 Service Levels

- 10.1 Service Levels relating to any AWS Components or the AWS Management Console are detailed in the AWS Service Levels.
- Where a Service Level is not met by AWS
- 10.2 The Customer will submit a claim for Service Credits to BT and include information necessary for BT to validate the claim, including but not limited to:
- 10.2.1 a detailed description of the Incident;
 - 10.2.2 information regarding the time and duration of the downtime (as described in AWS Service Levels);
 - 10.2.3 the number and location(s) of affected users (if applicable); and
 - 10.2.4 descriptions of the Customer’s attempts to resolve the Incident at the time of occurrence.
- 10.3 The Customer will ensure that claims for Service Credits will be received by BT within forty-five (45) days of the Incident that is the subject of the claim occurred; otherwise the claim shall be considered invalid.
- 10.4 BT will submit all information relating to the claim for Service Credits to AWS who will determine whether a Service Credit is owed. BT will use commercially reasonable efforts to process all information relating to claims during the subsequent month and within 45 Business Days of receipt.
- 10.5 BT will communicate AWS decision to either approve or decline the claim to the Customer.



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- 10.6 If AWS determine that a Service Credit is owed to the Customer, BT will apply the Service Credit to the Customer's invoice on the next invoice.
- 10.7 BT accepts no liability for AWS non-approval of a claim.
- 10.8 The AWS Service Levels shall not apply during any trial period of the AWS Service and/or if the Service has been suspended or restricted in accordance with the terms of the Agreement; like force majeure or Customer breach of its obligations.

11 Commencement, Minimum Period of Service and Termination for convenience

11.1 Commencement. The Service shall commence on the Operational Service Date and unless one of us gives Notice to the other of an intention to terminate the Service in accordance with the Agreement, BT will continue to provide the Service and both of us will continue to perform each of our obligations.

11.2 Minimum Period of Service. There is no Minimum Period of Service; hence BT will continue to provide the Service and each Party will continue to perform its obligations under the Agreement unless either Party gives Notice to the other of an intention to terminate the Service in accordance with the Agreement.

11.3 Termination for Convenience. The following conditions will replace and supersede 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 Service or any Online Order by giving 60 days' Notice to the other.

11.4 Obligations at termination.

11.4.1 On termination or expiry of the Service by either the Customer or BT, BT will;

- a) terminate the Customer's subscription(s) and Account; or
- b) provide configuration information relating to the AWS Components provided in a format that BT specifies.

BT shall during this 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.

11.4.2 On termination or expiry of the Service by either the Customer or BT, The Customer will;

- a) disconnect any Customer Equipment from BT Equipment located at the Site(s);
- b) if the Customer requires any Content to be returned:
 - (i) notify BT timely of what Content the Customer wish to be returned; and
 - (ii) follow all instructions that BT notifies to the Customer.

The Customer is hereby informed that BT may require a fee (to be agreed by Order) for the return of any Content and that BT will not be able to return Content if:

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

At the effective termination date the Customer will lose all access to the Service and any portions thereof, including, but not limited to its account on the Portal and the Customer Information stored on the 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.

11.4.3 The Customer remains liable to pay any outstanding Charges up to the date of termination and there will be no refund of Charges which have been paid in advance.