



Compute Managed Services Schedule to the Products and Services Agreement

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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 – Compute Managed Services

1 SERVICE SUMMARY

BT will provide the Customer with a range of management services to the Customer's Cloud Services comprising of the Essential Service or the Premium Service as set out in any applicable Order and up to the point of the Service Management Boundary as set out in Paragraph 3 ("**Compute Managed Service**").

2 SERVICE COMPONENTS

The Customer will choose a combination of the following management service packages in order for BT to manage the Customer Infrastructure and throughout the duration of the Agreement the Customer will ensure that at least 25 per cent of the Customer Infrastructure is managed through the Premium Service, in accordance with the details as set out in any applicable Order:

2.1 Essential Service

BT will provide the Customer with 24x7x365 access to a Service Desk that will offer the Customer support in relation to Customer Infrastructure, as set out in any applicable Order ("**Essential Service**").

2.2 Premium Service

BT will provide the Customer with the following components:

2.2.1 Service Desk

Access to a 24x7x365 Service Desk that will provide support to the Customer Infrastructure, as set out in any applicable Order.

2.2.2 Configuration Management

Reactive and proactive configuration and technical support of the Customer Infrastructure to ensure that the Customer Infrastructure works efficiently with the Cloud Services.

2.2.3 Monitoring and Reporting

Proactive monitoring and reporting of the Customer Infrastructure such as CPU memory, storage and network optimisation.

2.2.4 Virtual Machine and Storage Administration

Management, including fine-tuning, updating and maintaining of the Customer Infrastructure as well as allocation and pro-active monitoring of storage options the Customer has purchased through the Cloud Services.

2.2.5 End User Management

Management of End User accounts to the Customer's Cloud Services.

2.2.6 Efficiency Optimisation

Monitoring of the Customer's use of the Cloud Services to identify efficiencies that could be made to the Customer's use of the Cloud Services.

2.2.7 Backup

Back-up of any data the Customer has stored on the Cloud Services to the same availability zone or region the Customer has chosen to store any data within the Cloud Services.

2.2.8 Security Services

Pro-active monitoring of the security of the Cloud Services and installation of anti-virus and anti-malware as appropriate,

("Premium Service").

3 SERVICE MANAGEMENT BOUNDARY

- 3.1 BT will provide and manage the Compute Managed Service in accordance with Parts B and C of this Schedule and as set out in any applicable Order ("**Service Management Boundary**").
- 3.2 BT is responsible for the Services described in this Schedule up to the point where they are delivered on the Cloud Services and BT is not responsible for the availability, applications or any other element or functionality of the Cloud Services.
- 3.3 The Customer is solely responsible for obtaining and maintaining all necessary software licences or other authorisations and consents required for the Cloud Services.
- 3.4 BT will have no responsibility for the Compute Managed Service outside the Service Management Boundary.
- 3.5 BT does not make any representations, whether express or implied, about whether the Compute Managed Service will operate in combination with any Customer Equipment or other equipment and software.

4 ASSOCIATED SERVICES

- 4.1 The Customer will have the following services in place that will connect to the Compute Managed Service and are necessary for the Compute Managed Service to function and will ensure that these services meet the minimum technical requirements that BT specifies:
 - 4.1.1 computer hardware, software and telecommunications equipment and services necessary to access and use the Compute Managed Service;
 - 4.1.2 an Internet connection;
 - 4.1.3 Cloud Services, either purchased from BT or through the Cloud Services providers directly; and
 - 4.1.4 the corresponding applications on the Cloud Services to enable BT to provide the Compute Managed Service, for example, for BT to provide the back-up functionality, as described in Paragraph 2.2.7, the Customer must have in place the corresponding back-up application on the Cloud Services, ("**Enabling Services**").
- 4.2 If BT provides the Customer with any services other than the Compute Managed Service (including any Enabling Service) this Schedule will not apply to those services and those services will be governed by their separate terms.
- 4.3 If the Customer is required by Applicable Law to purchase the Compute Managed Service from a third party supplier, BT will manage the Compute Managed Service as the Customer's agent. The Customer will provide BT with a letter of agency to enable BT to manage the third party.

5 SPECIFIC TERMS

5.1 Minimum Period of Service and Renewal Periods

- 5.1.1 Subject to Paragraph 5.2, unless BT or the Customer gives Notice to the other of an intention to terminate the Compute Managed Service at least 30 days before the end of the Minimum Period of Service or a Renewal Period, at the end of the Minimum Period of Service or Renewal Period, the Compute Managed Service will automatically extend for a Renewal Period and BT and the Customer will continue to perform each of their obligations in accordance with the Agreement.
- 5.1.2 If BT or the Customer gives Notice to the other of an intention to terminate the Compute Managed Service, BT will cease delivering the Compute Managed Service at the time of 23:59 on the last day of the Minimum Period of Service or subsequent Renewal Period.

5.2 Notice to Amend

- 5.2.1 BT may, on 90 days' Notice, amend this Schedule, the General Terms and Conditions or the Charges (or any of them) at any time.
- 5.2.2 If BT makes any amendment to the Agreement that causes the Customer material detriment, the Customer will not have to pay any Termination Charges if the Customer gives Notice to terminate the affected Service in accordance with Clause 13.1 of the General Terms and Conditions and within 60 days after the date BT has given the Customer Notice in accordance with Paragraph 5.2.1.

5.3 Minimum Revenue Commitment

- 5.3.1 The Customer will pay BT the Minimum Revenue Commitment throughout the duration of the Agreement.
- 5.3.2 BT may terminate the Compute Managed Service on 30 days' Notice if the Customer fails to pay the Minimum Revenue Commitment or any part of it.

5.4 Customer Committed Date

- 5.4.1 If the Customer requests a change to the Compute Managed Service, then BT may revise the Customer Committed Date to accommodate that change.
- 5.4.2 BT may expedite delivery of the Compute Managed Service for operational reasons or in response to a request from the Customer, but this will not revise the Customer Committed Date.

5.5 Service Transition

- 5.5.1 If the Customer is transitioning the Customer's existing services to BT, the Customer will provide any information or access BT reasonably requests within a reasonable period of time before the Operational Service Date, including:
 - (a) an inventory list with information relating to the Customer Infrastructure to be transitioned with relevant specifications, including:
 - (i) software licence information;
 - (ii) network diagrams;
 - (iii) Device name and IP addressing; and
 - (iv) details of any third party contracts, service level agreements and equipment;
 - (b) access to the Customer Infrastructure prior to the Operational Service Date;
- 5.5.2 Any changes to the inventory provided in accordance with Paragraph 5.5.1(a) will be made in writing and:
 - (a) may cause delay to the transition of the Customer's service or the Operational Service Date; and
 - (b) may result in a change to the Charges to reflect the revised scope of the Compute Managed Service.
- 5.5.3 Whether or not the Customer performs Acceptance Tests in accordance with Paragraph 9.2, the Customer will provide reasonable technical support before and after the Operational Service Date.

5.6 Termination of Cloud Services

If the Cloud Services are terminated for whatever reason, BT will automatically terminate the Compute Managed Service and the Customer will pay the Termination Charges and any other charges as set out in any applicable Order and this Agreement.

5.7 Access to Emergency Services

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

5.8 Invoicing

- 5.8.1 Unless set out otherwise in any applicable Order, BT will invoice the Customer for the following Charges in the amounts set out in any applicable Order:
 - (a) Minimum Revenue Commitment;
 - (b) Installation Charges, on the Operational Service Date, or where the installation period is estimated to be longer than one month, monthly in arrears starting from when the Customer places an Order until the Operational Service Date;
 - (c) Usage Charges, monthly or quarterly in arrears (depending on the Customer's billing frequency), calculated at the then current rates;
 - (d) Professional Services Charges;
 - (e) De-installation Charges within 30 days of de-installation of the Compute Managed Service; and
 - (f) any Termination Charges incurred in accordance with Paragraph 5.9.
- 5.8.2 BT may invoice the Customer for any of the following Charges in addition to those set out in any applicable Order:
 - (a) Charges for investigating Incidents that the Customer reports to BT where BT finds no Incident or that the Incident is caused by something for which BT is not responsible under the Agreement;
 - (b) Charges for commissioning the Compute Managed Service in accordance with Paragraph 6.2 outside of Business Hours;
 - (c) Charges for expediting provision of the Compute Managed Service at the Customer's request after BT has informed the Customer of the Customer Committed Date; and
 - (d) any other Charges as set out in any applicable Order or the BT Price List or as otherwise agreed between both of us.
- 5.8.3 Where BT has agreed that the Compute Managed Service may be included within one of BT's standard pricing packages or schemes, during the period that the Compute Managed Service is included in the pricing package

or scheme, the Charges specified in the Schedule may be amended by the terms of the pricing package or scheme and upon termination of the pricing package or scheme, the Charges will revert to those specified in the Schedule.

5.9 Termination Charges

5.9.1 If the Customer terminates the Agreement or the Compute Managed Service for convenience in accordance with Clause 13.1 of the General Terms and Conditions the Customer will pay BT:

- (a) all outstanding Charges or payments due and payable under the Agreement;
- (b) De-installation Charges;
- (c) any other Charges as set out in any applicable Order; and
- (d) any charges reasonably incurred by BT from a supplier as a result of the early termination.

5.9.2 In addition to the Charges set out at Paragraph 5.9.1 above, if the Customer terminates any parts of the Compute Managed Service:

- (a) during the first 12 months of the Minimum Period of Service, the Customer will pay BT Termination Charges, as compensation, equal to 75 per cent of the average Usage Charges (based on the average monthly Usage Charge from the Operational Service Date to the date of termination of the Compute Managed Services) for any remaining months of the first 12 months of the Minimum Period of Service or the Minimum Revenue Commitment for any remaining months of the first 12 months of the Minimum Period of Service, whichever sum is greater;
- (b) during any remaining months of the Minimum Period of Service (other than the first 12 months of the Minimum Period of Service) or any Renewal Period, the Customer will pay BT Termination Charges, as compensation, equal to one month's Minimum Revenue Commitment; and
- (c) the Customer will pay BT any waived Installation Charges.

5.9.3 BT will refund to the Customer any money the Customer has paid in advance after deducting any Charges or other payments due to BT under the Agreement.

5.10 PCI DSS Compliance Obligations

5.10.1 The Compute Managed Service is not compliant with PCI DSS nor is it designed or intended to be and the Customer will not use the Compute Managed Service for the processing, storage or transmission of any Cardholder Data or any data that is subject to PCI DSS.

5.10.2 The Customer will indemnify BT for any Claims, losses, costs or liabilities that it incurs as a result of the Customer storing, processing or transmitting data that is subject to PCI DSS.

5.11 Exclusive Access to the Cloud Services

5.11.1 If the Customer has ordered the Premium Service, the Customer will grant BT Exclusive Management Access to the Cloud Services in order that BT can provide the Customer with the Compute Managed Service.

5.11.2 If the Customer requires BT to grant Exclusive Management Access to the Cloud Services to the Customer, the Customer will notify BT in writing in advance of the time period the Customer requires Exclusive Management Access.

5.11.3 BT will then confirm to the Customer in writing the time period that BT is able to grant Exclusive Management Access to the Customer and throughout any such period the Service Levels will not apply.

5.11.4 When the Customer has Exclusive Management Access the Customer will not do anything on the Cloud Services that, when BT retakes Exclusive Management Access, will result in BT having to remedy any actions the Customer has taken on the Cloud Services in order for BT to provide the Compute Managed Service.

5.11.5 During any time period that BT does need to remedy any issues with the Cloud Services in accordance with Paragraph 5.11.4, the Service Levels will continue to not apply.

5.11.6 The Customer will indemnify BT against any Claims brought by any Cloud Services provider or a third party during the time period the Customer has Exclusive Management Access.

5.11.7 At the end of the agreed time period in which BT has granted Exclusive Management Access to the Customer, BT will retake Exclusive Management Access and BT will confirm to the Customer in writing when the Service Levels will apply.

5.12 Acceptable Use Policy

5.12.1 The Customer will comply with the Acceptable Use Policy and Applicable Law, and make sure that the Customer's Users do as well.

- 5.12.2 If the Customer or their Users do not comply with the Acceptable Use Policy, the Customer will indemnify BT for any Claims, losses, costs or liabilities BT incurs as a result.
- 5.12.3 BT may restrict or suspend the Compute Managed Service if the Customer does not follow the Acceptable Use Policy.

Part B – Service Delivery and Management

6 BT'S OBLIGATIONS

6.1 Service Delivery

Before the Operational Service Date and, where applicable, throughout the provision of the Compute Managed Service, BT will provide the Customer with contact details for the Service Desk.

6.2 Commissioning of the Service

Before the Operational Service Date, BT will:

- 6.2.1 configure the Compute Managed Service;
- 6.2.2 conduct a series of standard tests on the Compute Managed Service to ensure that it is configured correctly;
- 6.2.3 connect the Compute Managed Service to each Enabling Service; and
- 6.2.4 on the date that BT has completed the activities in this Paragraph 6.2, confirm to the Customer that the Compute Managed Service is available for performance of any Acceptance Tests in accordance with Paragraph 7.1.3.

6.3 During Operation

On and from the Operational Service Date, BT:

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

6.4 The End of the Service

On termination of the Compute Managed Service by either of us, BT:

- 6.4.1 will provide configuration information relating to the Compute Managed Service provided at the Site(s) in a format that BT reasonably specifies; and
- 6.4.2 may delete any Content if required by Applicable Law.

7 THE CUSTOMER'S OBLIGATIONS

7.1 Service Delivery

Before the Operational Service Date and, where applicable, throughout the provision of the Compute Managed Service, the Customer will:

- 7.1.1 ensure that the Customer has all necessary authorisations, licences and consents to allow BT to provide the Customer with the Compute Managed Service;
- 7.1.2 in jurisdictions where an employer is legally required to make a disclosure to its Users and other employees:
 - (a) inform the Customer's Users that as part of the Compute Managed Service being delivered by BT, BT may monitor and report to the Customer the use of any targeted applications by them;
 - (b) ensure that the Customer's Users have consented or are deemed to have consented to such monitoring and reporting (if such consent is legally required); and
 - (c) agree that BT will not be liable for any failure by the Customer to comply with this Paragraph 7.1.2, the Customer will be liable to BT for any Claims, losses, costs or liabilities incurred or suffered by BT due to the Customer's failure to comply with this Paragraph 7.1.2.
- 7.1.3 allow BT to install all necessary software on the Customer's servers or other systems in order for BT to provide the Compute Managed Service.

7.2 Acceptance Tests

- 7.2.1 The Customer will carry out the Acceptance Tests for the Compute Managed Service within 10 Business Days after receiving Notice from BT in accordance with Paragraph 6.2.4 ("**Acceptance Test Period**").

- 7.2.2 The Compute Managed Service is accepted by the Customer if the Customer confirms acceptance in writing during the Acceptance Test Period or is treated as being accepted by the Customer if the Customer does not provide BT with Notice to the contrary by the end of the Acceptance Test Period.
- 7.2.3 Subject to Paragraph 7.2.4, the Operational Service Date will be the earlier of the following:
 - (a) the date that the Customer confirms or BT deems acceptance of the Compute Managed Service in writing in accordance with Paragraph 7.2.2; or
 - (b) the date of the first day following the Acceptance Test Period.
- 7.2.4 If, during the Acceptance Test Period, the Customer provides BT Notice that the Acceptance Tests have not been passed, BT will remedy the non-conformance without undue delay and provide the Customer Notice that BT has remedied the non-conformance and inform the Customer of the Operational Service Date.

7.3 During Operation

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

- 7.3.1 ensure that Users report Incidents to the Customer Contact and not to the Service Desk;
- 7.3.2 ensure that the Customer Contact will take Incident reports from Users and pass these to the Service Desk using the reporting procedures agreed between both of us, and is available for all subsequent Incident management communications;
- 7.3.3 monitor and maintain any Customer Equipment connected to the Compute Managed Service or used in connection with a Compute Managed Service;
- 7.3.4 ensure that any Customer Equipment that is connected to the Compute Managed Service or that the Customer uses, directly or indirectly, in relation to the Compute Managed Service is:
 - (a) adequately protected against viruses and other breaches of security;
 - (b) technically compatible with the Compute Managed Service and will not harm or damage BT Equipment, or any of BT's suppliers' or subcontractors' network or equipment; and
- 7.3.5 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 Compute Managed Service;
- 7.3.6 distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the Compute Managed Service;
- 7.3.7 maintain a written list of current Users and provide a copy of such list to BT within five Business Days following BT's written request at any time;
- 7.3.8 ensure the security and proper use of all valid User access profiles, passwords and other systems administration information used in connection with the Compute Managed 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 Compute Managed 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 Compute Managed Service if BT requests the Customer to do so in order to ensure the security or integrity of the Compute Managed Service; and
- 7.3.9 not allow any User specific subscription to be used by more than one individual User unless it has been reassigned in its entirety to another individual User, in which case the Customer will ensure the prior User will no longer have any right to access or use the Compute Managed Service.

8 NOTIFICATION OF INCIDENTS

- 8.1 Where the Customer becomes aware of an Incident:

- 8.1.1 the Customer Contact will report any Severity Level 1 Incidents and Severity Level 2 Incidents via telephone to the Service Desk otherwise if the Severity Level 1 Incidents and Severity Level 2 Incident is not reported via telephone it will be deemed a Severity Level 3 Incident;
- 8.1.2 BT will give the Customer a Ticket;
- 8.1.3 BT will inform the Customer when it believes the Incident is cleared and will close the Ticket when:
 - (a) the Customer confirms that the Incident is cleared within 24 hours after having been informed; or
 - (b) BT has attempted unsuccessfully to contact the Customer, in the way agreed between both of us, and the Customer has not responded within 24 hours following BT's attempt to contact the Customer.
- 8.2 If the Customer confirms that the Incident is not cleared within 24 hours after having been informed, the Ticket will remain open, and BT will continue to work to resolve the Incident.
- 8.3 Where BT becomes aware of an Incident, Paragraphs 8.1.2, 8.1.3 and 8.2 will apply.

Part C – Service Levels

9 INCIDENT RESOLUTION SERVICE LEVEL

9.1 From the Operational Service Date and subject to the Customer reporting at least four Qualifying Incidents per calendar month in accordance with Paragraph 8, BT will provide the Compute Managed Service with the response and resolution times for Qualifying Incidents in accordance with the below table (“**Incident Resolution Service Level**”):

Incident Category	Response and Resolution Service Levels
Severity Level 1	BT will aim to respond to 95% of Qualifying Incidents in any given calendar month within 20 minutes and to resolve 90% of Qualifying Incidents in any given calendar month within four hours of the Customer reporting the Qualifying Incident to BT in accordance with Paragraph 8.
Severity Level 2	BT will aim to respond to 95% of Qualifying Incidents in any given calendar month within 30 minutes and to resolve 85% of Qualifying Incidents in any given calendar month within 12 hours of the Customer reporting the Qualifying Incident to BT in accordance with Paragraph 8.
Severity Level 3	BT will aim to respond to 90% of Qualifying Incidents in any given calendar within four hours and to resolve 80% of Qualifying Incidents in any given calendar month within 24 hours of the Customer reporting the Qualifying Incident to BT in accordance with Paragraph 8.
Severity Level 4	BT will aim to respond to 95% of Qualifying Incidents in any given calendar month within one Business Day and to resolve 90% of Qualifying Incidents in any given calendar month within 72 hours of the Customer reporting the Qualifying Incident to BT in accordance with Paragraph 8.

9.2 If BT fails to meet the Incident Resolution Service Level, the Customer may request Service Credits at the rate of four per cent of the Usage Charges for the Compute Managed Service with the Usage Charges being based on the month the Incident was reported to BT in accordance with Paragraph 8.

10 REQUESTS FOR SERVICE CREDITS

10.1 The Customer may request applicable Service Credits within 28 days of the end of the calendar month in which a Qualifying Incident occurred by providing details of the reason for the claim. Any failure by the Customer to submit a request in accordance with this Paragraph 10.1 will constitute a waiver of any claim for Service Credits for that calendar month.

10.2 Upon receipt of a valid request for Service Credits in accordance with Paragraph 10.1:

- 10.2.1 BT will issue the Customer with the applicable Service Credits by deducting those Service Credits from the Customer’s invoice within two billing cycles of the request being received; and
- 10.2.2 following termination of the Agreement where no further invoices are due to be issued by BT, BT will pay the Customer the Service Credits in a reasonable period of time.

10.3 Service Credits for all Service Levels will be aggregated and are available up to a maximum amount equal to 100 per cent of the monthly Usage Charges based on the calendar month the Qualifying Incident was reported to BT in accordance with Paragraph 8.

10.4 All Service Levels and Service Credits will be calculated in accordance with information recorded by, or on behalf of, BT.

10.5 The Service Levels under this Schedule will not apply:

- 10.5.1 in the event that Paragraph 5.11.2 and Paragraph 5.11.3 applies;
- 10.5.2 the Cloud Services are unavailable for whatever reason and this is due to no fault of BT;
- 10.5.3 in the event that Clause 15 of the General Terms and Conditions applies; or
- 10.5.4 during any trial period of the Compute Managed Service.

Part D – Defined Terms

11 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 Compute Managed Services. The Customer can find the policy at www.bt.com/acceptableuse (or any other online address that BT may advise).

“**Acceptance Test Period**” has the meaning given in Paragraph 7.2.1.

“**Acceptance Tests**” means those objective tests conducted by the Customer that when passed confirm that the Customer accepts the Compute Managed Service and that the Compute Managed Service is ready for use save for any minor non-conformities that will be resolved as an Incident in accordance with Paragraph 6.3.1.

“**Applicable Law**” means the applicable laws and regulations in the jurisdiction that apply to providing or receiving a Compute Managed Service, including:

- (a) the Bribery Act 2010 and the Foreign Corrupt Practices Act of 1977 of the United States of America; and
- (b) any relevant export laws and regulations, including ones in the United States of America.

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

“**BT Personnel**” means all those employees of BT who are engaged in the provision of the Compute Managed Service (or relevant part of the Compute Managed Service) 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 (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.

“**Cardholder Data**” means the unique payment card number (typically for credit or debit cards) that identifies the issuer and the particular cardholder account. Cardholder data may also include any of the following: cardholder name, expiration date, service code or Sensitive Authentication Data.

“**Cloud Services**” means the cloud based computing infrastructure platforms known as Amazon Web Services and Microsoft Azure provided by Amazon Inc. and Microsoft Inc. respectively or any other cloud based computing infrastructure platform that BT confirms is compatible with the Compute Managed Service.

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

“**Contracted Maintenance Hours**” means the times during which BT will provide maintenance for BT Equipment, which are Business Hours unless set out otherwise in any applicable Order.

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

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

“**Customer Infrastructure**” means the virtual machines, assets, networks, systems or other virtual infrastructure that the Customer uses in connection with the Customer’s Cloud Services and which BT has agreed to support through the Compute Managed Service, as set out in any applicable Order.

“**De-installation Charges**” means the charges payable by the Customer on de-installation of the Compute Managed Service that are equal to the then current rates for Installation Charges on the date of de-installation.

“**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 Compute Managed Service, as set out in the Order.

“**Employment Costs**” means all employment costs including all salaries, wages, commissions, incentive payments, bonuses, all statutory contributions, holiday pay (including payment for accrued but untaken holiday), national insurance contributions, pension and employer insurance contributions made to or on behalf of an employee, taxation (including all income tax deductible under PAYE), expenses and all other emoluments, benefits and outgoings.

“**Employee Liability Information**” mean such information as set out in regulation 11(2) of TUPE.

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

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

“**EU**” means European Union.

“Exclusive Management Access” means the exclusive right to manage the Cloud Services to the exclusion of all others, including the other party to this Agreement.

“General Terms and Conditions” means Clauses 1 to 20 of the Products and Services Agreement.

“Incident” means an unplanned interruption to, or a reduction in the quality of, the Compute Managed Service or particular element of the Compute Managed Service.

“Incident Resolution Service Level” has the meaning given in Paragraph 9.1.

“Installation Charges” means those Charges set out in any applicable Order in relation to installation of the Compute Managed Service.

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

“IP Address” means a unique number on the Internet of a network card or controller that identifies a device and is visible by all other devices on the Internet.

“Local Contracted Business Hours” means the times during which maintenance of any Access Line is provided, which are Business Hours unless set out otherwise in any applicable Order.

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

“Merchant” means for the purposes of the PCI DSS, any entity that accepts payment cards bearing the logos of any of the five members of PCI SSC (American Express, Discover, JCB, MasterCard or Visa) as payment for goods or services.

“Minimum Period of Service” means a period of 12 consecutive months beginning on the Operational Service Date, unless set out otherwise in any applicable Order.

“Minimum Revenue Commitment” means the minimum amount the Customer is required to pay BT per month throughout the duration of the Agreement, as set out in any applicable Order.

“Notice” means any notice to be given by BT or the Customer to the other under the Agreement in accordance with Clause 17.1 of the General Terms and Conditions.

“Outgoing Employees” means the BT Personnel who are assigned to the provision of the Compute Managed Service (or any relevant part of the Compute Managed Services) at any Service Transfer Date.

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

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

“Provider Independent Resources” or **“PIR”** means resources assigned to Users that include autonomous system numbers, provider independent IPv4 addresses, any cast assignments, provider independent IXP IPv6 addresses and all future provider independent resources.

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

“Premium Service” has the meaning given in Paragraph 2.2.

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

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

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

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

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

“Relevant Transfer” means a relevant transfer as defined in TUPE.

“Renewal Period” means for each Compute Managed Service, the initial 12 month period following the Minimum Period of Service, and each subsequent 12 month period.

“Service Credit” means any agreed remedy for failure by BT to meet a Service Level.

“Service Desk” means the English speaking helpdesk that the Customer is able to contact to submit Service Requests, report Incidents and ask questions about the Compute Managed Service.

“Service Level” means the Incident Resolution Service Level.

“Service Management Boundary” has the meaning given in Paragraph 3.

“Service Requests” means pre-approved requests to deliver a service on the Cloud Services as agreed between BT and the Customer and as set out in any applicable Order.

“Service Transfer Date” means the date on which the Compute Managed Services transfers from BT to the Customer or any Successor Supplier.

“Severity Level 1” means a Qualifying Incident that cannot be circumvented and that constitutes a complete loss of the Compute Managed Service.

“Severity Level 2” means a Qualifying Incident that has a large impact on the Compute Managed Service and, for example, results in part of the Compute Managed Service not functioning properly.

“Severity Level 3” means a Qualifying Incident that has a minor impact on the Compute Managed Service such as a component of the Compute Managed Service not functioning correctly that causes a minor degradation to the performance or functionality of the Compute Managed Service.

“Severity Level 4” means a Qualifying Incident that has no observable impact on the Compute Managed Service.

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

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

“Successor Supplier” means any person or entity that provides all or part of the Compute Managed Service or services similar or equivalent to all or part the Compute Managed Services as a substitute for BT (or its subcontractors).

“Ticket” means the unique reference number provided by BT for an Incident and that may also be known as a **“fault reference number”**.

“TUPE” means Transfer of Undertakings (Protection of Employment) Regulations 2006 (as may be amended or replaced from time to time) and the legislation, regulation, enactment, agreement or other instrument implementing the provisions of EC Directives No. 77/187 dated 14 February 1977, 2001/23 dated 12 March 2001 or any other equivalent local legislation.

“TUPE Liability” and **“TUPE Liabilities”** means all awards, compensation, costs, expenses, losses, liabilities, damages, claims, proceedings, awards, fines, orders, demands, actions, payments by way of settlement, penalties, tribunal awards and other liabilities (including legal and other professional fees and expenses on an indemnity basis and any liability to taxation) whenever or howsoever they arise or are brought.

“Usage Charges” means the Charges for the Compute Managed Service or applicable part of the Compute Managed Service that are calculated by multiplying the volume of units that the Customer used or incurred in a period (e.g. number of agents using the Compute Managed Service, or the number of minutes the Compute Managed Service was used for) with the relevant fee as set out in any applicable Order.

“Termination Charges” means any compensatory charges payable by the Customer to BT on termination of the Agreement or a Compute Managed Service in accordance with Clause 13.1 of the General Terms and Conditions and as set out in this Schedule.