



BT Private Compute Hyperconverged Service Annex to the General Service Schedule

1 Definitions

The following definitions shall apply, in addition to those in the General Terms and Conditions and the General Service Schedule of the Agreement:

“Acceptance Test Period” has the meaning given in paragraph 6.11.

“Acceptance Tests” means the objective tests conducted by the Customer confirming: (a) acceptance of the Private Compute Hyperconverged Service; and (b) readiness for use of the Private Compute Hyperconverged Service, save for any minor non-conformities that will be resolved as an Incident in accordance with paragraphs 6.11 and 6.12.

“Applicable Law” means the laws and regulations of the jurisdiction specified in the General Terms and Conditions, including: (a) the Bribery Act 2010 of the United Kingdom 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.

“Availability Annual Target” has the meaning given in the table at paragraph 4.1.

“Availability Downtime” means the period of time during which a Severity Level 1 Incident exists as measured by BT in accordance with paragraph.

“Availability Service Credit” means the Service Credit available for a failure to meet the Availability Service Levels, as set out in paragraph 4.1.

“Availability Service Level” has the meaning given in in paragraph 4.1.

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

“BT Price List” means the document containing a list of BT’s charges and terms that may be accessed on the CMS (or any other online address that BT may advise the Customer).

“Buffer Capacity” means the additional Computing Elements as set out in any applicable Order that will be made automatically available to the Customer if the Customer requires additional computing capacity.

“Buffer Capacity Charges” means the “pay as you go” charges for using the Buffer Capacity as set out in any applicable Order.

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

“Cancellation Charges” means any compensatory charges payable by the Customer to BT on cancellation of an Order in accordance with Clause 5.1 of the General Terms and Conditions and as set out in this Schedule.

“Circuit” means any line, conductor, or other conduit between two terminals by which information is transmitted, and that is provided as part of the Private Compute Hyperconverged Service.

“Compute Management System” or **“CMS”** has the meaning given in paragraph 2.3.1.

“Computing Elements” means the processing power, storage and other computing elements chosen by the Customer through the CMS to build the Customer’s Virtual Machine.

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



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“Contracted Maintenance Hours” means the times during which BT will provide maintenance for Infrastructure, which are 24 hours a day, 365 days a year unless set out otherwise in any applicable Order.

“Customer Committed Date” means the date provided by BT on which delivery of the Private Compute Hyperconverged Service (or each part of the Private Compute Hyperconverged Service, including to each Site) is due to start.

“Customer Contact” means any individuals authorised to act on the Customer’s behalf for Private Compute Hyperconverged Service management matters.

“Customer Equipment” means any equipment (including software), other than Infrastructure, used by the Customer in connection with a Private Compute Hyperconverged Service.

“Customer Personal Data” means only the proportion of Personal Data of which only the Customer is the Data Controller and which BT needs to Process on the Customer’s behalf, as a Data Processor in providing the Private Compute Hyperconverged Service to the Customer under the Agreement.

“Data Controller”, “Data Processor” and “Data Subject” each has the meaning given to it in the Data Protection Legislation.

“Data Protection Legislation” means the Applicable Laws and regulations relating to the Processing of Personal Data.

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

“Enabling Service” has the meaning given in paragraph 6.3.

“EU” means European Union.

“EULA” has the meaning given in paragraph 2.12.

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

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

“Infrastructure” means any equipment or software provided by BT and installed at a Site for the provision of Private Compute Hyperconverged Service.

“Installation Charges” means those Charges set out in any applicable Order in relation to installation of the Private Compute Hyperconverged Service or any or Infrastructure as applicable.

“Insolvency Event” means any of the following events that occurs where either Party:

- (a) becomes the subject of a bankruptcy order;
- (b) becomes insolvent;
- (c) makes any arrangement or composition with its creditors, or assignment for the benefit of its creditors;
- (d) goes into voluntary or compulsory liquidation, except for reconstruction or amalgamation purposes;



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- (e) stops trading or operating;
- (f) owns any assets that are material to the operations of all or substantially all of its business that are seized or have a receiver or administrator appointed over them; or
- (g) faces any of these situations because a notice is given, a petition is issued, a resolution is passed, or any other step is taken in their jurisdiction.

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

“Internet Protocol” or **“IP”** means a communications protocol for devices connected to the Internet that specifies the format for addresses and units of transmitted data.

“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.

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

“Maximum Monthly Availability Downtime” has the meaning given in the table at paragraph 4.1.

“Microsoft” means Microsoft Corporation of One Microsoft Way, Redmond, WA 98052-7329 USA.

“Microsoft Software” means any software provided by Microsoft, including any Windows based operating system, that Customer use in conjunction with the Private Compute Hyperconverged Service.

“Monthly Recurring Charges” means the monthly Recurring Charges for the BT Private Compute Hyperconverged Service and the sum of the Usage Charges for the three full previous months divided by three.

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

“Operating System” means a set of software that manages computer hardware resources and provides common services for computer programs.

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

“Private Compute Hyperconverged Service” has the meaning given in paragraph 2.1.

“Process” and **“Processing”** have the meanings given to them in the Data Protection Legislation.

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

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

- (a) Private Compute Hyperconverged 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 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



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- (e) the Customer requested BT to test the Private Compute Hyperconverged Service at a time when no Incident has been detected or reported.

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

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

“**Service Desk**” means the helpdesk that the Customer are able to contact to submit service requests, report Incidents and ask questions about the BT Private Compute Hyperconverged Service.

“**Service Level**” means the agreed minimum level of performance BT will provide for a Service.

“**Service Management Boundary**” has the meaning given in paragraph 9.

“**Severity Level 1 Incident**” means a Qualifying Incident that cannot be circumvented and that constitutes a complete loss of service at the Site(s) or Circuit.

“**Site**” means a location at which the Private Compute Hyperconverged Service is provided.

“**Standard Service Components**” has the meaning given in paragraph 2.2.

“**Supplier**” means BT’s supplier of the Infrastructure.

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

“**Term**” means a period of 36 consecutive months after the setup of Private Compute Hyperconverged Service at the Site and acceptance of the Private Compute Hyperconverged Service by the Customer as specified in the Order.

“**Termination Charges**” means any compensatory charges payable by the Customer to BT on termination of the Agreement in whole or in part or the Private Compute Hyperconverged Service in accordance with Clause 12.7 of the General Terms and Conditions and as set out in this Schedule.

“**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 Private Compute Hyperconverged Service or applicable part of the Private Compute Hyperconverged Service that are calculated by multiplying the volume of units that the Customer used or incurred in a period (e.g. number of Computing Elements ordered) with the relevant fee as set out in any applicable Order.

“**Virtual Machine**” means a self-contained Operating System that functions as a separate server.

2 Services Description

A. Service Summary

- 2.1 BT will provide the Customer with a private, cloud-based infrastructure platform that will allow the Customer to build virtual computing capacity which will comprise of the Standard Service Components up to the point of the Service Management Boundary as set as set out in paragraph 9 (“**Private Compute Hyperconverged Service**”).



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B. Standard Service Components

2.2 BT will provide the Customer with the following standard service components (“**Standard Service Components**”) in accordance with the details as set out in any applicable Order.

2.3 Compute Management System:

2.3.1 CMS is an online portal which will allow the Customer to choose the Computing Elements required to design, build and manage the Virtual Machine that will be provided as part of the Private Compute Hyperconverged Service.

2.3.2 The Customer will be able to:

2.3.2.1 access the CMS at any time; and

2.3.2.2 amend, add or remove Computing Elements within the CMS at the Customer’s convenience.

2.4 User Accounts:

2.4.1 BT will grant the Customer Contact the authority to grant Users access to the CMS in order for Users to set up their own user accounts to access the Private Compute Hyperconverged Service.

2.5 Data Centres:

2.5.1 The use of a data-centre is required for the Private Compute Hyperconverged Service. The Customer may choose either:

2.5.1.1 a BT Hosted Data Centre: BT will provide the Customer with the right to host the Private Compute Hyperconverged Service at one of BT’s global data centres; or

2.5.1.2 a Customer On-Premises Data Centre: the Customer will host the Private Compute Hyperconverged Service at the Customer’s own data centre located at the Customer’s Site

2.6 Buffer Capacity:

2.6.1 The ability to use additional Computing Elements that will be made automatically available to the Customer if the Customer requires additional computing capacity, as set out in any applicable Order.

C. Infrastructure

2.7 Customer acknowledges that BT retains discretion over the selection of Infrastructure to provide the Private Compute Hyperconverged Service and may refresh the Infrastructure during the Term (without disruption to the Service), or prior to the commencement of additional Terms of the Private Compute Hyperconverged Service.

2.8 BT or its Supplier shall retain title to the Infrastructure at all times throughout the Term and any extension and nothing in this Agreement will be construed as passing of title in Infrastructure to the Customer.

2.9 BT shall ensure that Customer has uninterrupted use and access to the Infrastructure during the Term.



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- 2.10 If Infrastructure is hosted at Customer Site, Customer must, at all times during the Term, maintain property and liability insurance for the Infrastructure at its own cost, in addition to all other appropriate and adequate insurance effected through reputable insurers to provide cover against all usual risks of loss or damage and third party liability. Upon request, Customer must provide Certificates of Currency of such insurance.
- 2.11 Customer shall during the Term:
- 2.11.1 Use the Infrastructure with reasonable care and only in connection with its business operations and for the purposes for which it was designed;
 - 2.11.2 Make no other alterations or additions to the Infrastructure except additions that: do not impair the value or performance of the Infrastructure, are readily removable without damage to the Infrastructure, and do not result in an encumbrance on the Infrastructure;
 - 2.11.3 Unless otherwise agreed, upon termination or expiry of the Term, the Infrastructure dismantling by BT or Supplier will begin within 3 days of the effective date of termination or expiry.

D. EULA

- 2.12 If the Customer is hosting the data-centre in accordance with Paragraph 2.5.1.2 and wish to use Microsoft Software BT will only provide the Private Compute Hyperconverged Service if the Customer had entered into an end user licence agreement with Microsoft for the use of the Microsoft Software, as may be amended or supplemented from time to time by Microsoft ("**EULA**").
- 2.13 By accepting the terms of the EULA, the Customer agrees to observe and comply with it for any and all use of the Private Compute Hyperconverged Service.
- 2.14 In addition to BT's right in the General Terms and Conditions to restrict or suspend the Service, if Customer the Customer does not comply with the EULA, BT may restrict or suspend the Private Compute Hyperconverged Service upon reasonable Notice, and:
- 2.14.1 the Customer will pay the Charges that are payable for the Private Compute Hyperconverged Service until the Private Compute Hyperconverged Service ends; and
 - 2.14.2 BT may charge a re-installation fee to start the Private Compute Hyperconverged Service again.
- 2.15 The Customer is responsible in accordance with the terms of the EULA for the use of the Microsoft Software.
- 2.16 The Customer will enter into the EULA for the Customer's benefit and the rights, obligations, acknowledgements, undertakings, warranties and indemnities granted in accordance with the EULA are between Customer the Customer and Microsoft.
- 2.17 The Customer will deal with Microsoft with respect to any loss or damage suffered by the Customer or Microsoft under the EULA and any loss or damage will not be enforceable against BT.
- 2.18 Where the EULA is presented in a 'click to accept' function and the Customer requires BT to configure or install Software on the Customer's behalf, BT will do so as the Customer's agent and bind the Customer to the EULA.



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E. IP Addresses

- 2.19 Except for IP Addresses expressly registered in the Customer's name, all IP Addresses made available with the Private Compute Hyperconverged Service will at all times remain BT's property or the property of BT's suppliers and are non-transferable.
- 2.20 All of the Customer's rights to use IP Addresses will cease on termination of the Private Compute Hyperconverged Service.

3 Service Amendment

- 3.1 The Customer may request, by giving BT Notice, a change to the Private Compute Hyperconverged Service at any time after the Operational Service Date.
- 3.2 If the Customer requests a change in accordance with paragraph 3.1, except where a change results from BT's failure to comply with its obligations under the Agreement, BT will, within a reasonable time, provide the Customer with a written estimate, including:
 - 3.2.1 the likely time required to deliver the changed Private Compute Hyperconverged Service; and
 - 3.2.2 any changes to the Charges due to the changed Private Compute Hyperconverged Service.
- 3.3 BT has no obligation to proceed with any change that the Customer requests in accordance with paragraph 3.1, unless and until the necessary changes to the Charges, implementation timetable and any other relevant terms of the Agreement to take account of the change are agreed between both of us in writing.
- 3.4 If BT changes a Private Compute Hyperconverged Service prior to the Operational Start Date because the Customer has given BT incomplete or inaccurate information, BT may, acting reasonably, apply additional Charges.

4 Service Levels

- 4.1 The following provisions replace Clause 7 of the General Services Schedule in its entirety.
- 4.2 BT will provide the Private Compute Hyperconverged Service with a target availability as set out in the table below ("**Availability Service Level**"):

Availability Annual Target	Maximum Monthly Availability Downtime	Availability Service Credits
99.95%	4.4 hours per year or 22 minutes per calendar month	One days' worth of Recurring Charges

- 4.3 If a Severity Level 1 Incident occurs, BT will measure the Availability Downtime for the Private Compute Hyperconverged Service starting from when the Customer reports a Qualifying Incident, and ending when BT closes the Incident in accordance with Paragraph 10.3.



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- 4.4 BT will measure the Availability Downtime in units of full minutes during the Contracted Maintenance Hours.
- 4.5 If the Availability Downtime of the Private Compute Hyperconverged Service exceeds the Maximum Availability Downtime, the Customer may request Availability Service Credits for the relevant Service.

A. Request for Service Credits

- 4.6 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 4.6 will constitute a waiver of any claim for Service Credits for that calendar month.
- 4.7 Upon receipt of a valid request for Service Credits in accordance with paragraph 4.6:
 - 4.7.1 BT will issue the Customer with the applicable Service Credits by deducting those Service Credits from the Customer invoice within two billing cycles of the request being received; and
 - 4.7.2 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.
- 4.8 Service Credits for the Availability Service Levels will be aggregated and are available up to a maximum amount equal to 100 per cent of the monthly Recurring Charge for the Private Compute Hyperconverged Service.
- 4.9 Availability Service Levels and Service Credits will be calculated in accordance with information recorded by, or on behalf of, BT.
- 4.10 The Availability Service Levels under this Schedule will not apply:
 - 4.10.1 in the event that Clause 14 of the General Terms and Conditions applies;
 - 4.10.2 the CMS is unavailable for whatever reason.

5 BT Obligations

- 5.1 In addition to any other obligations as agreed elsewhere in the Agreement, following obligations shall apply to BT.

A. General

- 5.2 Before the Operational Service Date and, where applicable, throughout the provision of the Private Compute Hyperconverged Services, BT will provide the Customer with:
 - 5.2.1 configure the Private Compute Hyperconverged Service;
 - 5.2.2 conduct a series of standard tests on the Private Compute Hyperconverged Service to ensure that it is configured correctly;
 - 5.2.3 connect the Private Compute Hyperconverged Service to each Enabling Service; and
 - 5.2.4 on the date that BT has completed the activities in this paragraph 5.2, confirm to Customer the Operational Service Date.



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B. During Service Delivery

5.3 As part of the commissioning of the Private Compute Hyperconverged Services, BT will:

5.3.1 Provide the Customer with contact details for Service Desk; and

5.3.2 will comply with all reasonable health and safety rules and regulations and reasonable security requirements that apply at the Site(s) and that the Customer had notified to BT in writing, but BT will not be liable if, as a result of any such compliance, BT is in breach of any of its obligations under this Agreement;

5.3.3 will provide the Customer with a Customer Committed Date and will use reasonable endeavours to meet any Customer Committed Date.

C. During Service Operation (applicable on and from the Operational Service Date)

5.4 BT:

5.4.1 will respond and use reasonable endeavours to remedy an Incident without undue delay if BT detects or if Customer report the Customer reports an Incident to the Private Compute Hyperconverged Service;

5.4.2 will work to restore service as soon as reasonably practicable if BT detects or if Customer report reports an Incident;

5.4.3 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 BT Network or Infrastructure, however, BT may inform the Customer with less notice than normal where Maintenance is required in an emergency; and

5.4.4 may, in the event of a security breach affecting the Private Compute Hyperconverged Service, require the Customer to change any or all of the Customer's passwords.

D. At the end of the Service

5.5 On termination of the Private Compute Hyperconverged Service by either Party, BT:

5.5.1 may disconnect and remove any Infrastructure located at the Site(s); and

5.5.2 may delete any Content.

6 Customer Obligations

6.1 In addition to any other obligations as agreed in the Agreement, the following obligations shall apply to the Customer.

A. General

6.2 If the Customer had chosen to host the Private Compute Hyperconverged Service at a Customer On-Premises Data Centre, the Customer shall ensure that the Customer's data centre meets all requirements that BT notifies the Customer of.



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B. Associated Services

- 6.3 If the Customer hosts the Private Compute Hyperconverged Service at a Customer On-Premises Data Centre, the Customer shall ensure that a virtual private network is in place that meets the minimum technical requirements that BT specifies in order for BT to remotely manage the Private Compute Hyperconverged Service (the “**Enabling Service**”).
- 6.4 If BT provides the Customer with any services other than the Private Compute Hyperconverged 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.
- 6.5 If the Customer is required by Applicable Law to purchase the Private Compute Hyperconverged Service from a third party supplier, BT will manage the Private Compute Hyperconverged Service as its agent. The Customer will provide BT with a letter addressed to the relevant third party supplier permitting BT to act as the Customer’s agent in the management of that third party supplier.

C. Security

- 6.6 The Customer is responsible for the proper use of any user names, personal identification numbers and passwords used with the Infrastructure, and the Customer will take all necessary steps to ensure that they are kept confidential, secure and not made available to unauthorised persons.
- 6.7 BT does not guarantee the security of the Infrastructure against unauthorised or unlawful access or use.

D. During Service Delivery

- 6.8 The Customer shall:
 - 6.8.1 provide BT with the names and contact details of the Customer Contact, but BT may also accept instructions from a person who BT reasonably believes is acting with the Customer’s authority.
 - 6.8.2 provide BT with any information reasonably required without undue delay.
 - 6.8.3 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 Private Compute Hyperconverged Service;
 - 6.8.4 complete any preparation activities that BT may request to enable the Customer to receive the Private Compute Hyperconverged Service promptly and in accordance with any reasonable timescales;
 - 6.8.5 provide BT with Notice of any health and safety rules and regulations and security requirements that apply at the Site(s);
 - 6.8.6 prepare and maintain the Site(s) for the installation of Infrastructure, including:
 - 6.8.6.1 providing a suitable and safe operational environment for any equipment including all necessary trunking, conduits, cable trays, and telecommunications connection points in accordance with BT’s reasonable instructions and applicable installation standards;
 - 6.8.6.2 take up or remove any fitted or fixed floor coverings, ceiling tiles and partition covers or provide any openings in buildings required to connect equipment to appropriate telecommunications facilities in time to allow BT to undertake any



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necessary installation or maintenance Private Compute Hyperconverged Service;

- 6.8.6.3 carry out any work that may be required after installation to make good any cosmetic damage caused during installation or maintenance;
 - 6.8.6.4 provide a secure, continuous power supply at the Site(s) for the operation and maintenance of the Private Compute Hyperconverged Service, equipment at such points and with such connections as BT specifies, and, in order to mitigate any interruption to the Private Compute Hyperconverged Service resulting from failure in the principal power supply, provide back-up power with sufficient capacity to conform to the standby requirements of the applicable standards; and
 - 6.8.6.5 provide internal cabling between the Infrastructure and any Customer Equipment, as appropriate.
- 6.8.7 comply with all obligations in relation to the Payment Card Industry Data Security Standard, where applicable.

E. During Service Operation (applicable on and from the Operational Service Date)

6.9 The Customer will:

- 6.9.1 ensure that Users report Incidents to the Customer Contact and not to the Service Desk;
- 6.9.2 ensure that the Customer Contact will take Incident reports from Users and pass these to the Service Desk using the reporting procedures and is available for all subsequent Incident management communications;
- 6.9.3 monitor and maintain any Customer Equipment connected to the BT Private Hyperconverged Service or used in connection with a BT Private Hyperconverged Service;
- 6.9.4 ensure that any Customer Equipment that is connected to the BT Private Hyperconverged Service or that the Customer uses, directly or indirectly, in relation to the BT Private Hyperconverged Service is:
 - 6.9.4.1 connected using the applicable BT Network termination point, unless the Customer has BT's permission to connect by another means;
 - 6.9.4.2 adequately protected against viruses and other breaches of security;
 - 6.9.4.3 technically compatible with the BT Private Hyperconverged Service and will not harm or damage the Infrastructure, BT Network, or any of BT's suppliers' or subcontractors' network or equipment; and
 - 6.9.4.4 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;
- 6.9.5 immediately disconnect any Customer Equipment, or advise BT to do so at the Customer's expense, where Customer Equipment does not meet any relevant instructions, standards or Applicable Law;



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- 6.9.6 distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the Private Compute Hyperconverged Service;
- 6.9.7 ensure the security and proper use of all valid User access profiles, passwords and other systems administration information used in connection with the Private Compute Hyperconverged Service and:
 - 6.9.7.1 immediately terminate access for any person who is no longer a User;
 - 6.9.7.2 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;
 - 6.9.7.3 take all reasonable steps to prevent unauthorised access to the Private Compute Hyperconverged Service;
 - 6.9.7.4 satisfy BT's security checks if a password is lost or forgotten; and
 - 6.9.7.5 change any or all passwords or other systems administration information used in connection with the Private Compute Hyperconverged Service if BT requests Customerthe Customer to do so in order to ensure the security or integrity of the Private Compute Hyperconverged Service.
- 6.10 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 Private Compute Hyperconverged Service.

F. Acceptance Tests

- 6.11 The Customer will carry out the Acceptance Tests for the Private Compute Hyperconverged Service within five Business Days after receiving Notice from BT in accordance with paragraph 5.2.4 ("**Acceptance Test Period**").
- 6.12 The Private Compute Hyperconverged Service shall be treated as accepted by the Customer unless Notice to the contrary is provided to BT by the end of the Acceptance Test Period.
- 6.13 Subject to paragraph 6.14, the Operational Service Date will be the earlier of the following:
 - 6.13.1 the date that the Customer confirms acceptance of the Private Compute Hyperconverged Service in accordance with paragraph 6.12; or
 - 6.13.2 the date of the first day following the Acceptance Test Period.
- 6.14 If, during the Acceptance Test Period, the Customer will provide BT Notice that the Acceptance Tests have not been passed, BT will remedy the non-conformance without undue delay and provide Customer Notice that BT has remedied the non-conformance and inform Customer of the Operational Service Date.

G. At the end of the Service

- 6.15 On termination of the Private Compute Hyperconverged Service by either Party, the Customer will:
 - 6.15.1 provide BT with all reasonable assistance necessary to remove Infrastructure from the Site(s);



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- 6.15.2 disconnect any Customer Equipment from Infrastructure located at the Site(s);
- 6.15.3 dispose of or use Infrastructure only in accordance with BT's written instructions or authorisation;
- 6.15.4 arrange for any Infrastructure to be returned to BT; and
- 6.15.5 be liable for any reasonable costs of recovery that BT incurs in recovering the Infrastructure.

7 Notification

- 7.1 Where the Customer becomes aware of an Incident:
 - 7.1.1 the Customer Contact will report it to the Service Desk.
- 7.2 BT will give the Customer a Ticket;
- 7.3 BT will inform the Customer when it believes the Incident is cleared and will close the Ticket when:
 - 7.3.1 The Customer confirm that the Incident is cleared within 24 hours after having been informed; or
 - 7.3.2 BT has attempted unsuccessfully to contact the Customer, in the way agreed between both of us in relation to the Incident, and the Customer has not responded within 24 hours following BT's attempt to contact the Customer.
- 7.4 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.
- 7.5 Where BT becomes aware of an Incident, paragraphs 7.2 to 7.4 shall apply.

8 Data Protection

- 8.1 The following provisions shall supplement Clause 19.3 of the General Terms and Conditions. In the event of a conflict, the provisions in this paragraph shall prevail.
- 8.2 The Customer will:
 - 8.2.1 protect any information (including Personal Data) the Customer Process against accidental loss or destruction, alteration, unauthorised disclosure or access, or any other unlawful forms of Processing in connection with the Customer's use of the Private Compute Hyperconverged Service, including, where applicable, under the EULA;
 - 8.2.2 perform a risk assessment to assess the suitability of the Private Compute Hyperconverged Service for the Data Processing activities Customer wish to perform as set out in the Data Protection Legislation;
 - 8.2.3 be solely responsible for Users and for any third parties who access or use the Private Compute Hyperconverged Service;



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- 8.2.4 ensure that any Customer Equipment or any other software, systems and applications the Customer deploys on BT's Network do not introduce any malware or other vulnerabilities.
- 8.3 BT is responsible for the Processing of Customer Personal Data only to the extent that such Processing is necessary to provide the Private Compute Hyperconverged Service and with the Customer's express written consent.
- 8.4 BT will implement and maintain all appropriate technical and organisational measures to ensure that BT's data centre facilities, servers, networking equipment and host software systems comply with the Data Protection Legislation.

9 Service Management Boundary

- 9.1 BT will provide and manage the Private Compute Hyperconverged Service in accordance with this Schedule and as set out in any applicable Order (the "**Service Management Boundary**").
- 9.2 Any obligation or dependency attributable to the Customer shall be deemed to be outside the Service Management Boundary. BT will have no responsibility for the Private Compute Hyperconverged Service outside the Service Management Boundary.
- 9.3 BT does not make any representations, whether express or implied, about whether the Private Compute Hyperconverged Service will operate in combination with Customer Equipment or any other equipment and software that is not part of the Infrastructure.

10 Customer Committed Date

- 10.1 If the Customer requests a change to the BT Private Compute Hyperconverge Service or any part of the BT Private Compute Hyperconverge Service, including any Infrastructure or any IP Address location, then BT may revise the Customer Committed Date to accommodate that change.
- 10.2 BT may expedite delivery of the BT Private Compute Hyperconverge Service for operational reasons or in response to a request from the Customer, but this will not revise the Customer Committed Date.

11 Term

- 11.1 BT will provide the Private Compute Hyperconverged Service to the Customer for the Term and BT will cease delivering the Private Compute Hyperconverged Service at the time of 23:59 on the last day of the Term. Customer may place an Order for the Private Compute Hyperconverged Service for further 3 year terms with a refresh.

12 Charges

- 12.1 The Charges for BT Private Compute Hyperconverged Services will be set forward on the Order and will be invoiced and paid in accordance with the applicable provisions as agreed elsewhere in the Agreement. These include:



BT Private Compute Hyperconverged Service Annex to the General Service Schedule

- 12.1.1 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 Customer places an Order until the Operational Service Date;
 - 12.1.2 Recurring Charges, except Usage Charges, monthly in advance on the first day of the relevant month, and for any period where the Private Compute Hyperconverged Service is provided for less than one month, the Recurring Charges will be calculated on a daily basis;
 - 12.1.3 Usage Charges, except Buffer Charges, monthly in arrears on the first day of the relevant month, calculated at the then current rates;
 - 12.1.4 Professional Services Charges;
 - 12.1.5 De-installation Charges within 60 days of de-installation of the Private Compute Hyperconverged Service;
 - 12.1.6 Buffer Capacity Charges; and
 - 12.1.7 any Termination Charges incurred in accordance with paragraph 13.3 upon termination of the relevant Service.
- 12.2 BT may invoice the Customer for any of the following Charges in addition to those set out in any applicable Order:
- 12.2.1 Charges for investigating Incidents that the Customer report to BT where BT finds no Incident or that the Incident is caused by something for which BT is not responsible under the Agreement;
 - 12.2.2 Charges for commissioning the BT Private Hyperconverged Service in accordance with paragraph 5.3.3 outside of Business Hours;
 - 12.2.3 Charges for expediting provision of the Private Compute Hyperconverged Service at the Customer's request after BT has informed the Customer of the Customer Committed Date; and
 - 12.2.4 any other Charges as set out in any applicable Order or the BT Price List or as otherwise agreed between the Parties.

13 Cancellation and Termination Charges at the end of the Agreement

- 13.1 The following provisions replaces Clause 6 of the General Services Schedule in its entirety.

A. Cancellation Charges

- 13.2 For the purposes of Clause 5.1 of the General Terms and Conditions, if the Customer cancels an Order, or part of it, any time before the Operational Service Date Customer, the Customer will pay BT any charges reasonably incurred by BT from a supplier as a result of the cancellation.

B. Termination Charges

- 13.3 If Customer terminates the Private Compute Hyperconverged Service or any applicable Order for convenience in accordance with Clause 12.1 of the General Terms and Conditions, the Customer will pay BT, in addition to the termination charges set out in clause 6 of the General Services Schedule:



**BT Private Compute Hyperconverged
Service Annex to the General Service Schedule**

- 13.3.1 all outstanding Charges for service rendered;
 - 13.3.2 any charges BT owes to a supplier or other third party in respect of any equipment BT has procured for or leased to Customer in order to provide the Private Compute Hyperconverged Service;
 - 13.3.3 any additional amounts due under the Agreement;
 - 13.3.4 any other Charges as set out in any applicable Order; and
 - 13.3.5 any charges reasonably incurred by BT from a supplier as a result of the early termination.
- 13.4 BT will refund to Customer the Customer any money the Customer paid in advance after deducting any Charges or other payments due to BT under the Agreement.