



# BT Compute for Alibaba

## Schedule to the Product 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 – The BT Compute for Alibaba Service

### 1 Service Summary

BT will provide the Customer with a cloud based services platform, offering computing power, storage and content management functionalities comprising the Standard Service Components up to the point of the Service Management Boundary as set out in Paragraph 3 ("**Alibaba Service**").

### 1 Standard Service Components

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

#### 1.1 Alibaba Service

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

#### 1.2 Compute Management System

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

1.2.1 Allow the Customer to register and provide log on details for Users;

1.2.2 provide the Customer with a reporting and management tool that:

(a) shows details of the Alibaba Products that are being utilised;

(b) provides usage reports detailing which Users are using which Alibaba Products; and

(c) provides financial and billing information based on the Customer's Usage Charges for the Alibaba Service.

### 2 Service Management Boundary

2.1 BT will provide and manage the Alibaba Service in accordance with Parts B and C of this Schedule and up to the point where the Compute Management System connects to the Alibaba Portal, as set out in any applicable Order ("**Service Management Boundary**").

2.2 BT will have no responsibility for the Alibaba Service outside the Service Management Boundary.

2.3 BT does not make any representations, whether express or implied, about whether the Alibaba Service will operate in combination with any Customer Equipment or other equipment and software.

### 3 Associated Services

3.1 The following services is necessary for the Alibaba Service to function. It is the Customer's responsibility to ensure that this service meets the minimum technical requirements that BT specifies:

3.1.1 internet service with sufficient bandwidth to enable access and use the Alibaba Service, ("**Enabling Service**").

3.2 If BT provides the Customer with any services other than the Alibaba Service (including, but not limited to any Enabling Service) this Schedule will not apply to those services and those services will be governed by their separate terms.

3.3 In the event that the Customer is required by the applicable law of the jurisdiction the Alibaba Service is used in ("**Applicable Law**"), to purchase the Alibaba Service from a third party supplier, BT will manage the Alibaba Service as the Customer's agent. The Customer will provide BT with a letter of agency to enable BT to manage the third party.

### 4 Specific Terms

#### 4.1 Term

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

#### 4.2 Changes to the Alibaba Service

4.2.1 BT may, acting reasonably, modify the features of, cease offering, amend the terms of or make any adjustments or modifications to the Alibaba Service as BT deems necessary provided that for any



material changes to the core features or operation of the Alibaba Service, BT provides the Customer with as much notice as BT reasonably can.

4.2.2 BT may amend the Alibaba Service in accordance with Paragraph 4.2.1 by either:

- (a) publishing the amendment online at [www.bt.com/pricing](http://www.bt.com/pricing) or [www.bt.com/terms](http://www.bt.com/terms) (or any other online address that BT advises the Customer of); or
- (b) by giving notice to the Customer.

### 4.3 Termination for Convenience

For the purposes of Clause 12 of the General Terms and Conditions, either of us may, at any time after the Service Start Date and without cause, terminate the Alibaba Service by giving 60 days' Notice to the other.

### 4.4 Termination for Cause

In addition to any other termination rights set out in this Agreement, BT may terminate the Alibaba Service if the Customer use the Alibaba Service in breach of the terms of this Agreement in a way that:

- 4.4.1 poses a security risk to the Alibaba Service or any third party; or
- 4.4.2 subjects, or will subject, BT or the Supplier to liability to suspension or fines by regulatory agencies or material non-compliance with any Applicable Laws.

### 4.5 Licence

4.5.1 BT grants the Customer a limited, revocable, non-exclusive, non-sub licensable, non-transferrable licence to:

- (a) use the Alibaba Service for its own internal business purposes; and
- (b) in accordance with the terms of this Agreement, ("Licence").

4.5.2 BT will suspend the Licence and use of the Alibaba Service if the Supplier informs BT that the Alibaba Service has data security issues related to the transmission of the Supplier's data via the Supplier's application programming interfaces or reseller platforms.

4.5.3 If BT has to suspend the Licence and the Customer's use of the Alibaba Service in accordance with Paragraph 4.5.2, BT will use commercially reasonable endeavours to provide the Customer with as much notice as possible.

### 4.6 Real-Name Registration

4.6.1 Subject to any Applicable Laws, and at BT's request, the Customer will provide BT and the Supplier with the following identification information which includes, but is not limited to:

- (a) full company name;
- (b) country that the Customer is registered in;
- (c) company registration number; and
- (d) copy of company registration certificates, ("Real-Name Registration Information").

4.6.2 The Customer will provide BT and the Supplier with the Real-Name Registration Information within the time periods that BT specifies. BT will aim to give the Customer as much notice as BT reasonably can to facilitate the provision of the Real-Name Registration Information within the stipulated time period.

4.6.3 The Customer will ensure that:

- (a) Real-Name Registration Information is accurate and up to date; and
- (b) it obtains all appropriate and lawful consents to provide BT and the Supplier with the Real-Name Registration Information.

4.6.4 If the Customer fail to comply with the provisions of this Paragraph 4.6, BT may suspend or restrict the Customer's use of the Alibaba Service.

### 4.7 EULA

4.7.1 BT will provide the Alibaba Service on the condition that the Customer enters into the following end user licence agreements with the Supplier:

- (a) Alibaba Cloud International Website Terms of Use found at <https://www.alibabacloud.com/help/faq-detail/42417.htm?spm=a2c63.g38357.a3.1.335852d6ljxL6z>;
- (b) Alibaba Cloud International Website Membership Agreement found at <https://www.alibabacloud.com/help/faq-detail/42427.htm?spm=a2c63.g38357.a3.1.27c75e1aEDC4Qm>;



- (c) Alibaba Cloud International Website Privacy Policy found at <https://www.alibabacloud.com/help/faq-detail/42425.htm?spm=a2c63.g38357.a3.1.2d42350a49d0zt>; and
- (d) Alibaba Cloud International Website Product Terms of Service found at <https://www.alibabacloud.com/help/doc-detail/42416.htm>

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

- 4.7.2 The Customer will observe and comply with the EULAs for all any use of the Alibaba Service.
- 4.7.3 In the event that the Customer does not comply with the EULAs, BT may restrict or suspend the Alibaba Service. The Customer will continue to pay all Charges for the Alibaba Service incurred during the period of restriction or suspension of the Alibaba Services.
- 4.7.4 The Customer will enter into the EULAs for its own benefit and the rights, obligations, acknowledgements, undertakings, warranties and indemnities granted in accordance with the EULA are between the Customer and the Supplier and the Customer will deal with the Supplier with respect to any loss or damage suffered by either party as such loss or damage will not be enforceable against BT.
- 4.7.5 Where the EULA is presented in a 'click to accept' function and the Customer require BT to configure or install Software on its behalf, BT will do so as an agent of the Customer and bind the Customer to the EULA.

#### 4.8 Invoicing

- 4.8.1 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) Recurring Charges, except Usage Charges, and for any period where the Alibaba Service is provided for less than one month, the Recurring Charges will be calculated on a daily basis;
  - (b) Usage Charges, monthly in arrears on the first day of the relevant month, calculated at the then current rates; and
  - (c) any Termination Charges incurred in accordance with Paragraph 4.9 upon termination of the relevant Service.
- 4.8.2 BT may invoice 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 Alibaba Service in accordance with Paragraph 5.2 outside of Business Hours;
  - (c) Charges for expediting provision of the Alibaba 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 BT and the Customer.

#### 4.9 Termination Charges

- 4.9.1 If the Agreement or the Alibaba Service for convenience in accordance with Clause 12 of the General Terms and Conditions the Customer will pay BT:
  - (a) all outstanding Charges or payments due and payable under the Agreement;
  - (b) any other Charges as set out in any applicable Order; and
  - (c) any charges reasonably incurred by BT from the Supplier as a result of the early termination.

#### 4.10 Amendments to General Terms and Conditions

- 4.10.1 A new limb (c) is added to Clause 14.2 as follows:

'or (c) BT is hindered, delayed or prevented from performing any of its obligations under the Agreement by acts of cyber-terrorism (except in the case of cyber-terrorism that could be prevented through standard protocols and industry best practices)'
- 4.10.2 All other wording in Clause 14.2 remains unchanged.



## Part B – Service Delivery and Management

### 5 BT's Obligations

#### 5.1 Service Delivery

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

#### 5.2 Commissioning of the Service

Before the Service Start Date, BT will:

5.2.1 configure the Alibaba Service; and

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

#### 5.3 During Operation

On and from the Service Start Date, BT:

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

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

#### 5.4 The End of the Service

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

### 6 Customer Obligations

#### 6.1 Service Delivery

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

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

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

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

#### 6.2 During Operation

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

6.2.1 ensure that Users report Incidents to the Supplier helpdesk;

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

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

- (a) connected using the applicable BT Network termination point, unless the Customer has BT's permission to connect by another means;
- (b) adequately protected against viruses and other breaches of security;
- (c) technically compatible with the Alibaba Service and will not harm or damage BT Equipment, the BT Network, or any of BT's suppliers' or subcontractors' network or equipment; and
- (d) approved and used in accordance with relevant instructions, standards and Applicable Law and any safety and security procedures applicable to the use of that Customer Equipment;

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

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



- and redress the issues with the Customer Equipment prior to reconnection to the Alibaba Service;
- 6.2.5 distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the Alibaba Service;
- 6.2.6 ensure the security and proper use of all valid User access profiles, passwords and other systems administration information used in connection with the Alibaba Service and:
- (a) immediately terminate access for any person who is no longer a User;
  - (b) inform BT immediately if a User's ID or password has, or is likely to, become known to an unauthorised person, or is being or may be used in an unauthorised way;
  - (c) take all reasonable steps to prevent unauthorised access to the Alibaba Service;
  - (d) satisfy BT's security checks if a password is lost or forgotten; and
  - (e) change any or all passwords or other systems administration information used in connection with the Alibaba Service if BT requests the Customer to do so in order to ensure the security or integrity of the Alibaba Service.
- 6.2.7 ensure that the maximum number of Users will not exceed the permitted number of User identities as set out in any applicable Order; and
- 6.2.8 not allow any User specific subscription to be used by more than one individual User unless it has been reassigned in its entirety to another individual User, in which case the Customer will ensure the prior User will no longer have any right to access or use the Alibaba Service.



## Part C – Service Levels

### 7 Service Care Levels

- 7.1 BT will provide the Customer with the Alibaba Service Levels.
- 7.2 As directed by the Supplier, BT may add to, change or discontinue any or all of the Alibaba Service Levels from time to time.
- 7.3 If BT is required to add to, change or discontinue the Alibaba Service Levels in accordance with Paragraph 7.2, BT will provide the Customer with as much notice as it is reasonably able to.
- 7.4 The Customer must submit any claims for Service Credits payable under the Alibaba Service Levels within 30 days of the Qualifying Incident occurring by providing details of the reason for the claim and any other information that BT requests.
- 7.5 Any failure by the Customer to submit a request for Service Credits in accordance with Paragraph 9.4 will constitute a waiver of any claim for Service Credits.
- 7.6 BT will submit the Customer's request for Service Credits to the Supplier for approval and once the Supplier has approved the Customer's request for Service Credits, BT will issue the Customer with the applicable Service Credits by deducting those Service Credits from the relevant invoice within two billing cycles of the request being received.
- 7.7 Alibaba Service Levels and Service Credits will be calculated in accordance with information recorded by, or on behalf of, BT.
- 7.8 The Alibaba Service Levels under this Schedule will not apply:
  - 7.8.1 in the event that:
    - (a) the Alibaba Service is suspended or restricted;
    - (b) a force majeure event, as outlined in Clause 14 of the General Terms and Conditions occurs; or
    - (c) failure or delay in performance of the Alibaba Services is a result of (i) any failure or delay by the Customer to perform any of the Customer Obligations under this Schedule and the General Terms and Conditions; or (ii) Applicable Law, a court order, an application for interlocutory relief or injunction restricting or preventing BT from supplying the Alibaba Service.; or
  - 7.8.2 during any trial period of the Alibaba Service.



## Part D – Defined Terms

### 8 Defined Terms

In addition to the defined terms in the General Terms 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 reader to find the definitions when reading this Schedule.

**“Alibaba Portal”** means the Supplier owned and managed web interface to the cloud based infrastructure platform from where the Customer can order, access and use the Alibaba Products.

**“Alibaba Products”** means the functionalities, applications and tools that the Supplier hosts on the Alibaba Portal. The current available Alibaba Products are found at <https://www.alibabacloud.com/help> or any other address that BT or the Supplier notifies the Customer of.

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

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

**“Applicable Law”** has the meaning given in Paragraph 3.3.

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

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

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

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

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

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

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

**“General Terms”** means the general terms to which this Schedule is attached or can be found at [www.bt.com/terms](http://www.bt.com/terms), and that form part of the Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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





"**User**" means any person who is permitted by the Customer to use or access a Service.

"**Usage Charges**" means the Charges for the Alibaba Service or applicable part of the Alibaba Service that are calculated by multiplying the volume of units that the Customer used or incurred in a period with the relevant fee as set out in any applicable Order.