



# ***BT Compute for Microsoft® Azure Service Schedule***

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## **1 Definitions**

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

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

**“Catalogue”** means the display of available Microsoft® Azure services available to the Customer via the Microsoft® Azure Management Portal.

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

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

**“Compute Protect”** means an optional Service that provides protection for individual virtual machines against Internet security threats.

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

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

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

**“Incident”** means (i) any single event, or (ii) any set of events, that result in downtime.

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

**“Microsoft® Azure Management Portal”** means the web interface, provided by Microsoft®, through which the Customer may manage the Service.

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

**“Online Order”** means a Customer request for the Service. The Online Order is only available online via the Portal in accordance with the process outlined in Clause 2.

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

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

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

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

**“Service Desk”** has the meaning given in Clause 4.1.1.

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

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

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

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

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



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## **2 Service Description**

- 2.1 BT will provide the Customer with the Standard Service Components, as set out below:
- 2.1.1 Subscription set-up to provide the Customer with access to the Microsoft® Azure Management Portal via the BT CMS Portal. The Microsoft® Azure Management Portal will give the Customer access to a catalogue of available Microsoft® Azure services; and
  - 2.1.2 A single invoice for the Service and
  - 2.1.3 Service Desk support that will provide first line support to the Customer and is available 24x7x365 for fault reporting and enquiries including first line support on the Microsoft® Azure services;
- (the “**Service**”).
- 2.2 The Customer may subsequently add to and/or remove any available Microsoft® Azure services it has ordered via the Portal, using the Online Order.
- 2.3 The Portal will show the up-to-date list of available Microsoft® Azure services and the prevailing Charges for these Microsoft® Azure services.
- 2.4 If BT provides the Customer with any other services, this Schedule will not apply to those services and those services will be governed by their separate terms and conditions.
- 2.5 Compute Protect. As protection for individual virtual machines against Internet security threats the Customer may order Compute Protect as optional Service. Compute Protect is subject to separate terms to be accepted on the Portal when ordering this Service.

## **3 Access to Internet**

- 3.1 The Customer acknowledges and agrees that where the Service provides access to the Internet, the use of the Internet is at the Customer’s own risk.
- 3.2 The Customer acknowledges that:
- (a) The Internet is independent of the Service and BT has no responsibility for provision of the Internet; and
  - (b) use of the Internet is solely at the Customer’s risk and subject to all applicable laws. BT has no responsibility for any information, software, services or other materials obtained, downloaded, shared or transmitted by the Customer using the Internet.

## **4 BT’s Obligations**

### Service Delivery

- 4.1 Before the Operational Service Date and, where applicable, throughout the provision of the Service, BT will:
- 4.1.1 provide the Customer with contact details of the helpdesk to submit service requests, report Incidents and ask questions about the Service (“**Service Desk**”);
  - 4.1.2 provide the Customer with Microsoft® Azure subscription(s) which the Customer can use to self-serve Microsoft® Azure services using the Microsoft® Azure Management Portal;

### Service Operation

- 4.2 On and from the Operational Service Date, BT:
- 4.2.1 will respond and use reasonable endeavours to remedy an Incident without undue delay and in accordance with Clauses 5.8 – 5.11 of this Schedule;
  - 4.2.2 BT may have to carry out routine or emergency maintenance, updates and other procedures for reasons of health, safety, security or otherwise to protect the Service,



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and which may cause a disruption to the Service, ("Planned Maintenance"). BT will provide the Customer with as much prior notice as practicable with respect to Planned Maintenance; and

- 4.2.3 may require the Customer to change any or all passwords in accordance with Clause 6 of this Schedule.

## 5 Customer Obligations

### Service Delivery

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

### Customer's use of Microsoft® Azure services

- 5.3 The Customer's use of the Microsoft® Azure Management Portal and the provisioning of any of the Microsoft® Azure services will be subject to the Customer's acceptance of the Microsoft® terms of use and the terms of use for each service presented to the Customer when the Customer accesses the Microsoft® Azure Management Portal. The Customer acknowledges Microsoft's conditions and agrees to observe and comply with them for any and all use of the Microsoft® Azure services.
- 5.4 While BT will be responsible as first line helpdesk and managing any Service Credits for the Microsoft® Azure services; any licenses, warranties and indemnities provided by BT in the General Terms and Conditions do not apply to the Customer's use of the Microsoft® Azure Management Portal or any of the Microsoft® Azure services., but will be governed by the applicable Microsoft® conditions as accepted by the Customer on the Portal. As result – except claims for Service Credits - any disputes related to the Microsoft® Azure services ordered via this Service should be addressed directly to Microsoft® in accordance with the applicable Microsoft® conditions as accepted by the Customer via the Portal.
- 5.5 The Customer is solely responsible for any obligation or liability arising out of transactions of any kind entered into between the Customer and any third party accessing or relying on the Service, the Customer's information, or third party information. BT will not be a party to any transaction between the Customer and any third party.

### Service Operation

- 5.6 On and from the Operational Service Date, the Customer will:
- 5.6.1 pass Incident reports to the Service Desk using the reporting procedures agreed between the Parties;
- 5.6.2 ensure that any Customer Equipment that is connected to the Service or that the Customer use, directly or indirectly, in relation to the Service is:



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- (a) adequately protected against viruses and other breaches of security;
  - (b) technically compatible with the Service and will not harm or damage BT Equipment, the BT Network, or any of BTs' supplier's or subcontractor's network or equipment; and
  - (c) approved and used in accordance with relevant instructions and applicable law;
- 5.6.3 distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the Service;
- 5.6.4 ensure the secure and proper use of all valid User access profiles, passwords and other systems administration information used in connection with the Service and:
- (a) inform BT immediately if a user ID or password has, or is likely to, become known to an unauthorised person, or is being or may be used in an unauthorised way;
  - (b) take all reasonable steps to prevent unauthorised access to the Service; and
  - (c) satisfy BT security checks if a password is lost or forgotten.
- 5.7 If BT requests the Customer to do so in order to ensure the security or integrity of the Service, change any or all passwords and/or other systems administration information used in connection with the Service.

### Notification of Incidents

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

## **6 Security**

- 6.1 The Customer is responsible for the security and proper use of all User IDs, Checkwords and passwords. BT reserves the right to suspend access to the Service at any time if BT has reason to believe that there is, or is likely to be, a breach of security or misuse of the Service. BT will notify the Customer as soon as possible after it has done so.
- 6.2 The Customer will immediately inform BT if there is any reason to believe that a User ID, password, or Checkword allocated by BT has, or is likely to, become known to someone not authorised to use it or is being, or is likely to be, used in an unauthorised way.
- 6.3 BT reserves the right to require the Customer to change any or all of the Checkwords or passwords associated with the Service and used by the Customer in connection with the Service.
- 6.4 The Service is delivered within a secure BT data centre with a security policy for the protection of Site, infrastructure and network. Although BT will use reasonable care and skill in carrying out its obligations under this Agreement in accordance with BT's security policy, it is not possible to guarantee that all instances of fraud, misuse, unwanted or unauthorised activity or access to the Customer's Information will be prevented or detected. Whenever BT becomes aware that security has been compromised, BT will take actions in order to limit any further occurrences of fraud, misuse, unwanted or unauthorised activity or access to the Customer's Information. Nevertheless, BT accepts no liability for any such incidents, or for any loss or



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damage suffered by the Customer. The Customer shall therefore take responsibility for the security of the Customer Information, Content and application of security policies designed to prevent unwanted or unauthorised activity or access to the Customer's Information.

## **7 Processing of Personal Data**

7.1 BT or its sub-processor will Process the Customer Personal Data for the BT Compute for Microsoft Azure Service as set out in this Schedule for as long as BT provides the BT Compute for Microsoft Azure Service and for as long as BT may be required to Process the Customer Personal Data in accordance with applicable law. Any personal Data that may be collected and processed by BT (including payment data) is subject to the data protection provisions as set out in the General Terms and Conditions.

7.2 Once registered, the Customer have a direct relationship with Microsoft for CRM activities and the Customer will need to configure its own settings and preferences. From this point, BT Processes no Customer Personal Data in respect of the BT Compute for Microsoft Azure Service. Microsoft Processes (hosts) any information that is generated by the Customer's use (or Customer's employees', agents' or subcontractors' use) of the BT Compute for Microsoft Azure Service.

7.3 The types of Customer Personal Data Processed by BT or its sub-processors or the Customer may be:

- website or IP address;
- name;
- address;
- telephone number;
- email address;
- job title;
- company name; and
- contact records.

This list is not exhaustive as the Customer will specify what Customer Personal Data is Processed.

7.4. The Customer Personal Data may concern the following categories of Data Subjects:

- Customer employees;
- Customer's customers or third parties; and
- any Data Subject (as controlled by the Customer).

This list is not exhaustive as the Customer will specify what Customer Personal Data is Processed.

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

7.6 BT will have no access to the Customer Information stored by the Customer. The location and access points of the Customer Information are defined by the Customer and as such the Customer needs to ensure compliance with relevant laws and regulations.

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

7.8 For the avoidance of doubt, BT will process Personal Data only to the extent required for providing the Standard Service Components set out in clause 2.1 and BT will not have access to Personal Data and/or other confidential information that may be shared between the Customer and Microsoft® regarding the use of the Microsoft® Azure Management Portal and



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the provisioning of any of the Microsoft® Azure services. Any handling activities for the Microsoft® Azure Management Portal and Microsoft® Azure services will be governed by the agreements between the Customer and Microsoft® and therefore BT will not be responsible and liable for the security and the processing of any Personal Data in connection with Customer' use of the Microsoft Azure Management Portal. Any claims and/or complaints in relation to the security and the processing of any such Personal Data may only be made by the Customer against Microsoft® under the Microsoft® terms of use for Microsoft® Azure services (Microsoft® Cloud Agreement).

## **8 Service Management Boundary**

- 8.1 BT will provide and manage the Service set out in this Schedule and as set out in the Online Order ("**Service Management Boundary**").
- 8.2 BT will have no responsibility for the Service outside the Service Management Boundary. For the avoidance of doubt, the Service Management Boundary does not include the Microsoft® Azure Management Portal and any Microsoft® Azure services accessed via the Microsoft® Azure Management Portal.
- 8.3 BT does not make any representations, whether express or implied, that the Service will operate in combination with any Customer Equipment or other equipment and software.

## **9 Charges**

- 9.1 The Charges for the Service will be set out on the Online Order and will be invoiced and paid in accordance with the applicable provisions as agreed in the General Terms and Conditions.
- 9.2 Unless stated otherwise in an applicable Online Order, BT will invoice the Customer for:
  - 9.2.1 Usage Charges will be monthly in arrears on the first day of the relevant month calculated at the then current rates for each Microsoft® Azure service consumed within the Customer's subscription.
  - 9.2.2 BT may invoice the Customer for any of the following Charges in addition to those set out in the Online Order.
    - (a) Charges for investigating Incidents that the Customer reports to BT where BT finds no Incident or that the Incident is caused by something for which BT are not responsible under the Contract;
    - (b) Charges for restoring Service if the Service has been suspended;
    - (c) any other Charges set out in any applicable Online Order or as otherwise agreed between the Parties.

## **10 Service Levels**

- 10.1 BT will provide the Customer with the Azure Service Levels.
- 10.2 As directed by Microsoft, BT may add to, change or discontinue any or all of the Azure Service Levels from time to time.
- 10.3 If BT is required to add to, change or discontinue the Azure Service Levels in accordance with Paragraph 10.2, BT will provide the Customer with as much Notice as it is reasonably able to.
- 10.4 The Customer must submit any claims for Service Credits payable under the Azure Service Levels within 45 days of the Incident occurring by providing details of the reason for the claim and any other information that BT requests.
- 10.5 Any failure by the Customer to submit a request for Service Credits in accordance with Paragraph 10.4 will constitute a waiver of any claim for Service Credits.
- 10.6 BT will submit the Customer's request for Service Credits to Microsoft for approval and once Microsoft has approved the Customer's request for Service Credits, BT will issue the Customer



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with the applicable Service Credits by deducting those Service Credits from the Customer's invoice within two billing cycles of the request being received.

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

### **11 Commencement, Minimum Period of Service and Termination for convenience**

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

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

- 11.3 Termination for Convenience. The following conditions will replace and supersede any termination for convenience conditions as set out in the General Terms and Conditions.

Either Party may, at any time after the Operational Service Date and without cause, terminate the Service or any **Online** Order by giving 30 days' Notice to the other.

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

- a) terminate the Customer's subscription(s) and Account; or
- b) arrange to transfer the Customer's subscription to an alternative Microsoft® partner.

BT shall during this termination period maintain the level and quality of Services provided by BT until the effective termination date and shall not undertake any actions limiting Customer's ability to migrate the Customer Information.

At the effective termination date the Customer will lose all access to the Service and any portions thereof, including, but not limited to its account on the Portal and the Customer Information stored on the Service. In addition, upon termination for any reason whatsoever, BT will have the right to immediately delete, without notice, the Customer Information. Therefore the Customer hereby acknowledges and accepts to have retained copies of its Customer Information or to migrate all its Customer Information before the effective termination date. BT shall not be liable for any loss or damage which may be incurred by the Customer or any third parties as a result of such deletion from the effective termination date.

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