



General Terms

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The Basics

These are the General Terms that apply to any Service you buy from BT. The Service has its own Order and Schedule with more detailed terms.

1 What words mean

- 1.1 Some of the words and phrases in this document mean specific things. They are capitalised all the way through and explained in the Defined Terms section at the end of this document.
- 1.2 The words below have the following meanings:
 - 1.2.1 'You' and 'your' mean the Customer.
 - 1.2.2 Phrases that refer to 'we', 'our', 'us', 'each of us', 'each of our', 'both of us', 'we each', 'we will each', 'we will both', 'whichever of us', 'one of us', 'neither of us', 'either of us', 'either of our', 'either one of us' and 'we both' mean one or both of BT and the Customer, whichever makes sense in the context of the sentence.
- 1.3 The words 'include' or 'including' do not limit something to just the examples that follow.
- 1.4 Any time either of us has a right or obligation that we may exercise or perform, then whether either of us chooses to exercise or perform that right or obligation will be in that party's sole discretion.
- 1.5 Any reference to a specific law or regulation in the Contract includes that law or regulation as amended, replaced or extended.

2 Order of documents

If there is a conflict between any of the documents, the order of priority, highest first, is:

- 2.1 any Annexes;
- 2.2 the Schedule;
- 2.3 these General Terms;
- 2.4 the Order; and
- 2.5 if applicable to the Service, the BT Price List.

3 When the Contract starts and how long it lasts

- 3.1 The Contract starts on the Effective Date and will carry on for at least the Minimum Term (if any) and until:
 - 3.1.1 one of us ends it (in a way that the Contract allows); or
 - 3.1.2 BT is no longer providing you with the Service, there are no outstanding Orders and all invoices are paid.
- 3.2 Any Minimum Term shall commence on the Service Start Date, unless stated otherwise in the Schedule.

4 Some basic principles

- 4.1 BT confirms that it is a legal corporation, authorised to agree the Contract and provide the Service.
- 4.2 You confirm you are legally set up as a business, authorised to agree the Contract and carry out your responsibilities under it.
- 4.3 Where you place an Order acting for purposes that are related to your trade, business or profession, this is a business to business transaction to which the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 does not apply.

- 4.4 The BT Privacy Policy sets out how BT uses your Personal Data and includes more details about what BT can do with it, your rights and BT's obligations.
- 4.5 You will not re-sell the Services to a third party without BT's prior written approval or unless explicitly set out in a Schedule. If BT grants such approval, it will be conditional upon you imposing on the relevant third party in writing obligations no less onerous than those to which you are subject under this Contract (including the Compliance Obligations and the Acceptable Use Policy).
- 4.6 Each Order you place with BT for a Service is subject to a separate Contract with BT.

The Service

5 What BT has to do

- 5.1 BT will:
 - 5.1.1 provide you with a Customer Committed Date and will use reasonable endeavours to meet any Customer Committed Date;
 - 5.1.2 provide the Service with the care and skill that would reasonably be expected in the circumstances;
 - 5.1.3 comply with Applicable Law;
 - 5.1.4 comply with, and may exercise its rights in, the Compliance Obligations;
 - 5.1.5 provide information relating to your use of the Service, to authorities, regulators and law enforcement agencies, if it is legally required to; and
 - 5.1.6 if applicable to the Service, take reasonable steps to stop anyone getting unauthorised access to any part of the BT Network.
- 5.2 BT may change the Service so long as the performance of the Service is not materially adversely affected. These sorts of changes might include (but are not limited to):
 - 5.2.1 changing, replacing, introducing or removing features of the Service;
 - 5.2.2 replacing the Service with a materially equivalent Service;
 - 5.2.3 changes to reflect developments in or changes to technology used to provide the Service;
 - 5.2.4 substituting or replacing BT Equipment; or
 - 5.2.5 changes required to (i) protect the integrity or security of the BT Network and (ii) comply with Applicable Law.

6 What you have to do

You will:

- 6.1 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 your authority;
- 6.2 provide BT with any information reasonably required, including information in relation to health and safety and the environment, without undue delay, and you will make sure the information provided is accurate and complete;
- 6.3 complete any preparation activities that BT may request to enable you to receive the Service promptly and in accordance with any reasonable timescales;



- 6.4 cooperate with BT and comply with any reasonable requests BT makes to help BT provide the Service;
- 6.5 comply with Applicable Law, and make sure that your Users do as well;
- 6.6 comply with the Acceptable Use Policy and the Compliance Obligations and make sure that your Users do as well; and
- 6.7 for Sites not under BT's control, get all the consents, licences, permissions and authorisations we both need and keep them up to date so BT can provide the Service at the Sites, including for:
 - 6.7.1 making alterations to buildings;
 - 6.7.2 getting into property;
 - 6.7.3 dealing with local authorities, landlords or owners;
 - 6.7.4 installing BT Equipment or Purchased Equipment; and
 - 6.7.5 using the Service over your network or at a Site.

7 If you do not comply with the Acceptable Use Policy or Compliance Obligations

- 7.1 If you do not comply with the Acceptable Use Policy or Compliance Obligations, you will be liable for any Claims, losses, costs or liabilities that BT incurs as a result.
- 7.2 BT may, when there is a serious breach of the Acceptable Use Policy or Compliance Obligations, report you and provide your personal information, including Personal Data, to the relevant law enforcement agency.

8 When BT is not to blame

Subject to the occurrence of a Force Majeure Event, in which case Clause 23 applies, BT will not be liable if it fails to do something under the Contract (including not carrying out any of its responsibilities, carrying them out late or not meeting any Service Levels) to the extent BT's failure is due to:

- 8.1 your failure to carry out any of your responsibilities under the Contract, or you carrying them out late, in which case you will pay BT for any reasonable costs BT incurs as a result of your failure;
- 8.2 anyone other than BT, BT's Affiliates or BT's subcontractors or suppliers doing something, or not doing something, they need to do unless that BT Affiliate, subcontractor or supplier has invoked their force majeure rights under their contract with BT; or
- 8.3 restriction or prevention by Applicable Law, a court order, an application for interlocutory relief or injunction.

Payments

9 Paying what you owe BT

- 9.1 You will pay and be responsible for the Charges, whether the Service is used by you or someone else. This includes all Charges resulting from unauthorised or fraudulent use.
- 9.2 BT will invoice you, and you will pay BT, in pounds sterling.
- 9.3 BT will work out the Charges based on details that BT records or that are recorded for BT. If applicable to the Service, information on how BT measures how much data you use is set out in Section 15, Part 17 of the BT Price List.
- 9.4 If BT issues an invoice online, it will email you when it has done so.

- 9.5 Unless you are disputing an invoice (see Clause 11), you will pay each invoice BT sends you within 28 days of the date on it. You will pay the full amount in cleared funds into BT's bank account, without any set-off, counterclaim, deduction or withholding, unless you legally have to take something off.

- 9.6 BT may reduce the number of days you have to pay each invoice from 28 days to five days, where:

- 9.6.1 you issue a profit warning; or
- 9.6.2 any Credit Agency reduces your credit rating, and

BT reasonably considers that this will affect your ability to pay invoices.

- 9.7 If you make a payment covering more than one invoice:

- 9.7.1 you will tell BT which amounts to apply to which invoices; and
- 9.7.2 if you do not tell BT, BT may apply the payment to any unpaid invoices at its discretion.

- 9.8 You will pay all Charges by direct debit, unless BT agrees otherwise.

- 9.9 You will advise BT promptly of any changes to your bank details that may affect payment of the Charges.

- 9.10 As part of BT's credit management procedures, BT may at any time:

- 9.10.1 require you to pay a deposit, pay the Charges in advance, or provide a guarantee as security for payment of future invoices by the means requested by BT; and
- 9.10.2 carry out a credit vet on you. You will provide BT or its agents with any information it or they may reasonably require for this.

- 9.11 Charges do not include any Transaction Taxes. If BT sends you a valid tax invoice, you will pay all of the Transaction Taxes due, including those BT has paid or will pay that BT is allowed, by Applicable Law, to pass on to you, and that service providers normally pass on to their customers. BT will not charge any Transaction Taxes on Services where you have already given BT a valid tax exemption certificate.

- 9.12 If applicable, you are liable for any Withholding Taxes (and associated interest and penalties if any) on payments to BT, so that the net amount BT receives is not less than the amount invoiced to you.

- 9.13 If you ask for any change to be made to the agreed billing arrangements for the Service, and that change results in additional Transaction Tax or Withholding Tax to BT or any BT Affiliate that they are unable to fully recover, then, regardless of what it may say elsewhere in this Contract, BT may modify the Charges to reflect the impact of the change and you will pay BT any additional amounts due.

10 What happens if you do not pay BT

- 10.1 If you do not pay an invoice by the date it is due and you are not disputing the invoice in accordance with Clause 11, BT may:

- 10.1.1 charge you either:
 - (a) a late payment charge, which will be described in the relevant Schedule, Annex, Order or the BT Price List; or
 - (b) interest on the unpaid amount at the annual rate of 4 per cent above the Bank of England's base lending rate at the date of calculation, or at the maximum rate allowed



by Applicable Law, whichever is less. The interest will build up and be compounded each day, from the date the invoice was due to the date you pay BT;

10.1.2 restrict or suspend the Service as set out in Clause 15.1; and/or

10.1.3 terminate the Service or the Contract under Clause 18.1.1 on the basis that the parties agree that not paying BT the Charges when due in accordance with the Contract will be deemed a material breach of this Contract.

10.2 You will pay BT any reasonable costs that BT incurs when recovering any amount you owe BT, including debt collection agency and legal costs.

11 Disputing an invoice

11.1 If you do not agree with something in an invoice BT sends you before you have made payment, you will give BT Notice within 28 days after the date of the invoice.

11.2 If you do not agree with something in an invoice BT sends you after you have made payment, you will give BT Notice of that dispute within six months after the date of the invoice.

11.3 You will always pay the undisputed amount of an invoice, and any disputed amount that is less than 5 per cent of the total invoice, in accordance with Clause 9.5.

11.4 We will both settle an invoice dispute in accordance with Clause 24.1 and you will pay the amount we both finally agree on within seven days of both of us agreeing it.

11.5 BT may still charge you a late payment charge or interest in accordance with Clause 10.1 for any amount that we both agree under Clause 11.4.

Protecting Information

12 Intellectual Property Rights

12.1 Intellectual Property Rights will carry on being their original owner's property whether the rights existed before the Contract or came after it.

12.2 If BT provides you with Software so you can use the Service, BT gives you a non-transferable and non-exclusive licence to use the Software only for the purposes and in the manner set out in the Schedule. As well as any terms of the Contract, you will also comply with any third party terms that BT make known to you that apply to the use of the Software or Service.

12.3 You will not and will ensure that your Users do not, copy, decompile, modify or reverse engineer any Software, or let anyone else do that, unless it is allowed by law or BT has given you permission in writing.

12.4 The licence BT gives you in Clause 12.2 will last as long as BT provides you with the relevant Service.

12.5 If your use of the Service infringes, or allegedly infringes, someone else's Intellectual Property Rights, BT will indemnify you for Claims, losses, costs or liabilities brought against you as long as you:

12.5.1 tell BT promptly about the Claim;

12.5.2 give BT complete control of the Claim straightaway;

12.5.3 do not say anything publicly about the Claim, or do anything that harms BT's defence of it; and

12.5.4 do what you can to help BT with the Claim.

12.6 The indemnity in Clause 12.5 will not apply to any part of a Claim that results from or is connected with:

12.6.1 your use of any of the Service with equipment, software or another service BT has not supplied;

12.6.2 your modifying the Service without BT's permission;

12.6.3 any content, designs or specifications that have not been supplied by BT or on BT's behalf; or

12.6.4 your using the Service in a way BT has not agreed.

12.7 You will indemnify BT for any Claims, losses, costs or liabilities brought against BT that results from or is connected with:

12.7.1 your use of the Service with equipment, software or another service BT has not supplied;

12.7.2 your modifying the Service, without BT's permission;

12.7.3 any content, designs or specifications that have not been supplied by BT or on BT's behalf; or

12.7.4 your using any of the Service in a way not permitted by this Contract.

12.8 You will stop any activity that led to the Claim against BT as soon as BT gives you Notice or you become aware, or should reasonably have become aware, that your activity was causing a Claim against BT, and BT may ask you to actively defend or settle the Claim.

12.9 If using the Service leads to a Claim against you as described in Clause 12.5, or BT believes it is likely to lead to one, BT may, at BT's expense:

12.9.1 get you the right to carry on using the Service; or

12.9.2 modify or replace the relevant parts of the Service so that using the Service no longer infringes someone else's Intellectual Property Rights, as long as the performance of the relevant parts of the Service is not materially affected.

12.10 The indemnity under Clause 12.5 and the actions in Clause 12.9 are the only remedies you will have for Claims that your use of the Software infringes someone else's Intellectual Property Rights.

13 Keeping things confidential

13.1 We will both keep all Confidential Information confidential and neither of us will disclose it, unless one of us needs to do that:

13.1.1 to meet our responsibilities or to receive any benefit under the Contract, and then only to our employees, agents, Affiliates, officers, directors, advisers and, for BT only, BT's subcontractors and suppliers, who need to know;

13.1.2 because Applicable Law, a government or regulatory authority, or court of competent jurisdiction says we have to and the party disclosing it will give the other as much notice as reasonably possible before any disclosure.

13.2 The party disclosing the Confidential Information in accordance with Clause 13.1.1 will ensure that the people receiving it comply with this Clause 13.



13.3 Each of us will return or destroy any of the other's Confidential Information within a reasonable time of the other requesting this by giving Notice.

13.4 This Clause 13 will stay in place for a period of three years following the end of this Contract.

14 Data Protection

14.1 In this Contract, the following terms each have the meaning given to it in the GDPR: "Binding Corporate Rules", "Controller", "Data Subject", "Personal Data", "Personal Data Breach", "Processing", "Processor" and "Supervisory Authority".

14.2 Notwithstanding any other provision in the Contract, for BT to provide a Service, Personal Data may be:

14.2.1 used, managed, accessed, transferred or held on a variety of systems, networks and facilities (including databases) worldwide; or

14.2.2 transferred by BT worldwide to the extent necessary to allow BT to fulfil its obligations under this Contract and you appoint BT to perform each transfer in order to provide the Services provided that BT will where necessary implement appropriate transfer mechanisms permitted by Data Protection Legislation, including:

- (a) BT Group's Binding Corporate Rules (for transfers among BT's Affiliates and transfers from you to BT); and
- (b) agreements incorporating the relevant standard data protection clauses adopted by the European Commission or the relevant local authority.

14.3 BT will be either Controller, Processor or both under the Contract depending on the type of Personal Data Processed and the purpose of the Processing.

14.4 If BT acts as a Controller:

14.4.1 BT may collect, Process, use or share Personal Data with BT Affiliates and Sub-Processors, within or outside the country of origin in order to do any or all of the following:

- (a) administer, track and fulfil Orders for the Service;
- (b) implement the Service;
- (c) manage and protect the security and resilience of any BT Equipment, the BT Network and the Services;
- (d) manage, track and resolve Incidents (as defined in the Schedule) with the Service as set out in the Schedule(s);
- (e) administer access to online portals relating to the Service;
- (f) compile, dispatch and manage the payment of invoices;
- (g) manage the Contract and resolve any disputes relating to it;
- (h) respond to general queries relating to the Service or Contract; or
- (i) comply with Applicable Law;

14.4.2 BT will Process the Personal Data in accordance with applicable Data Protection Legislation and as set out in the BT Privacy Policy and, where applicable, BT Group's Binding Corporate Rules.

14.5 If BT acts as a Processor:

14.5.1 the subject-matter, duration, nature and purpose of the Processing, the type of Customer Personal Data and categories of Data Subjects will be set out in the applicable Annex that can be found online at www.bt.com/terms;

14.5.2 in order to perform its obligations under the Contract, BT will:

- (a) Process the Customer Personal Data on your behalf in accordance with your documented instructions as set out in Clause 14.5.11, except where:
 - (i) Applicable Law requires BT to Process the Customer Personal Data otherwise, in which case, BT will notify you of that requirement before Processing, unless to do so would be contrary to that Applicable Law on important grounds of public interest;
 - (ii) in BT's reasonable opinion an additional instruction or a change to the instructions provided by you in accordance with Clause 14.5.11 infringes the Data Protection Legislation and BT will inform you of its opinion without undue delay and will not be required to comply with that instruction;
- (b) to protect the Customer Personal Data against a Personal Data Breach, implement technical and organisational security measures, including those that may be set out in the Schedule, that are appropriate to the risk represented by BT's Processing and the nature of the Customer Personal Data being Processed;
- (c) provide Notice to you without undue delay after becoming aware of a Personal Data Breach affecting the Customer Personal Data;
- (d) only use the Sub-Processors approved by you by entering into the Contract or in accordance with Clause 14.5.9; and
- (e) assist you in your compliance with the Data Protection Legislation, taking into account the nature of the Processing of the Customer Personal Data and the information available to BT, relating to:
 - (i) its obligation to respond to lawful requests from a Data Subject, to the extent practicable;
 - (ii) the security of the Processing of the Customer Personal Data;
 - (iii) notification of a Personal Data Breach affecting the Customer Personal Data to the Supervisory Authority or the Data Subjects; and
 - (iv) a data protection impact assessment as may be required by Data Protection Legislation and prior consultation with the Supervisory Authority,

and you will reimburse BT's reasonable costs for this assistance except for the assistance set out in Clause 14.5.2(e)(iii) where a Personal Data Breach affecting the Customer Personal Data occurred as a direct result of a breach of BT's obligations set out in Clause 14.5.2(b);



- 14.5.3 unless Applicable Law requires BT to store a copy of the Customer Personal Data, upon expiry or termination of the Contract and at your option, BT will delete or return the Customer Personal Data within a reasonable time period and you will reimburse BT's reasonable costs for this deletion or return of the Customer Personal Data;
- 14.5.4 BT will make available to you the information demonstrating BT's compliance with its obligations set out in Clause 14.5, and, subject to 30 days' Notice from you, allow for and reasonably cooperate with you (or a third party auditor appointed by you) to audit this compliance at reasonable intervals (but not more than once per year), so long as:
- (a) the audit will:
 - (i) not disrupt BT's business;
 - (ii) be conducted during Business Days;
 - (iii) not interfere with the interests of BT's other customers;
 - (iv) not cause BT to breach its confidentiality obligations with its other customers, suppliers or any other organisation; and
 - (v) not exceed a period of two successive Business Days;
 - (b) you (or your third party auditor) will comply with BT's relevant security policies and appropriate confidentiality obligations; and
 - (c) you will reimburse BT's reasonable costs associated with the audit and, where BT conducts an audit of its Sub-Processors to demonstrate BT's compliance with its obligations set out in Clauses 14.5, those of its Sub-Processors.
- 14.5.5 BT may demonstrate its compliance with its obligations set out in Clause 14.5 by adhering to an approved code of conduct, by obtaining an approved certification or by providing you with an audit report issued by an independent third party auditor (provided that you will comply with appropriate confidentiality obligations and not use this audit report for any other purpose);
- 14.5.6 BT will not disclose Customer Personal Data to a third party unless required for the performance of the Service, permitted under the Contract or otherwise required by Applicable Law;
- 14.5.7 BT will ensure that persons authorised by BT to Process the Customer Personal Data will be bound by a duty of confidentiality;
- 14.5.8 BT may use Sub-Processors in accordance with Clause 26.2 and will ensure that data protection obligations in respect of Processing Customer Personal Data equivalent to those set out in Clause 14.5 will be imposed on any Sub-Processors;
- 14.5.9 BT will inform you of proposed changes to BT's Sub-Processors from time to time by either:
- (a) providing you with online notice of the intended changes at www.bt.com/terms and you will have 30 days starting from the first Business Day of the calendar month following the date of the online notice to object to the change; or
 - (b) giving you Notice in accordance with Clause 25 and you will have 30 days starting from the date of the Notice to object to the change, and
- if you do not object in accordance with Clauses 14.5.9(a) or 14.5.9(b), you will be deemed to have authorised the use of the new Sub-Processors;
- 14.5.10 you may object to the use of a new Sub-Processor by giving Notice in accordance with Clause 25 documenting material concerns that the Sub-Processor will not be able to comply with the Data Protection Legislation, and if such Notice is received within the time required by Clause 14.5.9, we will address your objection in accordance with the process set out in Clause 24.1 and BT may use the relevant Sub-Processor to provide the Service until the objection is resolved in accordance with Clause 24.1;
- 14.5.11 the Contract contains your complete instructions to BT for the Processing of Customer Personal Data and any additional instructions or changes to the instructions will be incorporated into this Contract in accordance with Clause 31 to take account of any resulting change in the Charges or the Service;
- 14.5.12 you will comply with applicable Data Protection Legislation and will fulfil all the requirements necessary for the provision of the Service by BT, including providing any notifications and obtaining any regulatory approvals or consents required when sharing Personal Data with BT; and
- 14.5.13 you will only disclose to BT the Personal Data that BT requires to perform the Service.
- 14.6 Where each party acts as a Controller in relation to the Processing of Personal Data under the Contract, the parties will not act as joint Controllers (as defined by Data Protection Legislation) in relation to such Processing.
- 14.7 If, in accordance with Clause 32, BT proposes amendments to the Contract to reflect changes to BT's security measures, policies and processes to enable BT to comply with the Data Protection Legislation, you will act reasonably and in good faith.

Ending the Service or the Contract

15 When BT may restrict or suspend the Service

- 15.1 BT may restrict or suspend the Service:
- 15.1.1 if BT needs to do Maintenance;
 - 15.1.2 to implement a change under Clause 5.2;
 - 15.1.3 if you do not pay BT on time and in the way described in Clause 9.5; and
 - 15.1.4 if BT reasonably believes:
 - (a) you have not complied with the Acceptable Use Policy or Compliance Obligations; or
 - (b) it needs to in order to protect the integrity or security of the BT Network.
- 15.2 If BT restricts or suspends the Service because of the reasons in Clauses 15.1.3 or 15.1.4:
- 15.2.1 you will still have to pay the Charges that are payable for the Service until the Service ends;



15.2.2 BT may apply a Charge, to start the Service again; and

15.2.3 Prior to starting the Service again, BT reserves the right to require you to pay the Charges that are payable for the Service until the Service ends by direct debit.

15.3 BT may suspend the Service if you do not pay what you owe BT under any other contract that you have entered into with BT, as set out in that other contract.

15.4 If BT decides to restrict or suspend the Service for any of the above reasons, it will let you know beforehand as soon as it reasonably can.

16 Cancelling an Order before the Service Start Date

16.1 You can cancel an Order by giving BT Notice, as long as the Notice reaches BT before the Service Start Date.

16.2 If you cancel an Order in accordance with Clause 16.1, then:

16.2.1 if the cancellation has any impact on volume commitments or otherwise affects the agreed Charges, BT may amend the Charges to reflect this; and

16.2.2 you will pay BT the Cancellation Charges that are described in the Schedule. If there are no Cancellation Charges in the Schedule, but BT has incurred any costs in order to get ready to provide your Service, including cancellation charges from one of BT's subcontractors or suppliers or other costs payable to a third party, you will pay BT those costs that are reasonable in accordance with Clause 9.5.

17 If either of us want to terminate the Contract or the Service

17.1 Either of us at any time on or after the relevant Service Start Date can terminate the Contract in whole or in part by giving Notice in accordance with Clause 17.2 and we will each have to pay the other the amounts set out in Clause 21.

17.2 The required Notice period for terminating under Clause 17.1 is:

17.2.1 as set out in Part A of the Schedule; or

17.2.2 if it is not set out in the Schedule, 90 days.

17.3 As long as you pay the amounts set out in Clauses 21.1 and 21.2 you may, if BT agrees, give BT Notice as set out in Clause 17.1 with either:

17.3.1 a shorter Notice period than as set out in Clause 17.2; or

17.3.2 with no advance Notice period.

18 Terminating the Contract when something has gone wrong

18.1 Either of us may terminate the Contract in whole or in part straightaway by giving the other party Notice to terminate if:

18.1.1 the other materially breaches the Contract and, where it is possible, they do not put the situation right within 30 days after Notice of their breach;

18.1.2 the other materially breaches the Contract and the situation cannot be put right; or

18.1.3 an Insolvency Event applies to the other,

and we will each have to pay the other the amounts referred to in Clause 21.1.

18.2 BT may terminate the Contract, if you do not pay what you owe BT under any other contract that you have entered into with BT, as set out in that other contract, and you will have to pay the amounts referred to in Clause 21.1.

19 Terminating the Contract if there is an event beyond either of our control

19.1 If a Force Majeure Event means the Service is completely and continuously unavailable for more than 30 consecutive calendar days, either of us can terminate the Contract straightaway by giving the other Notice, as long as the Force Majeure Event is still having an effect when the Notice is received, and we will each have to pay the other the amounts referred to in Clause 21.1.

19.2 If the Force Majeure Event has ceased before any Notice to terminate is received by one of us, the right set out in Clause 19.1 will end and the Notice will have no effect.

20 What happens when the Contract is terminated

If the Contract, a Service or any Order is cancelled, terminated or expires, for any reason, it will not affect any rights that either of us have up to that point.

21 What we both need to pay when the Contract is terminated

21.1 If:

21.1.1 the Contract, any Service or any Order is cancelled, terminated or expires, for any reason, including termination under Clause 19.1, each of us will immediately pay the other any money and interest that is due on the date of termination;

21.1.2 the Contract is terminated in whole or in part in accordance with Clause 18.1.3, the party terminating may alternatively set off any amounts due under this Contract or any other contract between us.

21.2 If you terminate the Contract, the Service or any Order using your rights set out in Clause 17, you will pay BT:

21.2.1 the Termination Charges (unless you terminate because BT has made a change to the Contract that causes you material detriment, in which case the terms set out in the Schedule will apply); and

21.2.2 all Charges for the Service that are or would have been performed during the Notice period set out in Clause 17.2 whether or not the Notice period is actually given.

21.3 In addition to other rights and remedies, If BT terminates the Service or Contract under Clause 18.1 or Clause 18.2, BT may charge you the Termination Charges applicable to the relevant Service.

21.4 You acknowledge that any Termination Charges are proportionate given the early termination of the Service or Contract before the end of the applicable Minimum Term and having regard to the overall commercial interests of the parties, and that the Termination Charges do not represent a penalty.

If Something Goes Wrong

22 How far each of us can be held responsible



- 22.1 The Contract excludes, as far as the law allows, any warranties, conditions or other terms that might be implied by statute or common law.
- 22.2 Nothing in the Contract excludes or limits the liability of either of us for:
- 22.2.1 death or personal injury caused by either of us being negligent;
 - 22.2.2 fraud or fraudulent misrepresentation; or
 - 22.2.3 any other liability that cannot be excluded or limited under Applicable Law.
- 22.3 Other than for those matters set out in Clause 22.2, neither of us will be held liable, regardless of how that liability arose, under or in connection with the Contract, and whether in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution, or in any other way, for:
- 22.3.1 any of the following losses, no matter if those losses are direct or indirect:
 - (a) loss of profit, revenue or anticipated savings;
 - (b) loss of business or contracts;
 - (c) loss of goodwill;
 - (d) loss from wasted expenditure, wasted time, or business interruption;
 - (e) loss, destruction or corruption of data;
 - (f) liability to any third parties unless a Clause in the Contract says something different; and
 - (g) any special, indirect or consequential loss or damage.
- 22.4 Other than for those matters set out in Clause 22.2 and Clause 22.5, the total liability of either of us, regardless of how that liability arose and regardless of the number of claims, under or in connection with the Contract, and whether in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution, or in any other way, will be limited to the greater of:
- 22.4.1 £100,000, and
 - 22.4.2 an amount equal to:
 - (a) where the first incident occurs in the first 12 months of the Contract, the Charges that were paid or payable by you, or would have been paid or payable by you had the incident not occurred, for the first 12 months from the Effective Date; or
 - (b) where the first incident occurs at any other time, the mean of the monthly Charges that were paid or payable by you, from the Effective Date to the date when the first incident occurred, multiplied by 12.
- 22.5 Your obligations to:
- 22.5.1 pay any Charges including any interest payable under Clause 10.1.1(b) and any taxes due in connection with the Charges, together with any interest, fines and penalties payable due to your failure to correctly withhold and pay the taxes where applicable;
 - 22.5.2 refund any Service Credits; or
 - 22.5.3 pay any Termination Charges,
- are in addition to and will not be counted towards the limitations set out in Clause 22.4 and will not be subject to the exclusions at Clause 22.3.
- 22.6 Regardless of what it may say elsewhere in the Contract, both of us will take reasonable steps to mitigate each of

our losses, even where that loss occurs as a result of anything that may give rise to a Claim under an indemnity.

- 22.7 If BT fails to meet a Service Level and this means that you are entitled to Service Credits, the only remedy available to you for that failure will be to receive those Service Credits, except when BT's failure amounts to material breach of the Contract, in which case, BT will take the value of any Service Credits given from any amount agreed as payable by BT in accordance with Clause 24.1 or awarded by a court of competent jurisdiction.
- 22.8 BT recommends that you obtain business continuity (or other) insurance that is appropriate for the nature of your business, just in case something goes wrong.
- 22.9 Provided BT has complied with its obligation set out in Clause 5.1.6, BT will not be held responsible for any loss or damage caused by unauthorised access to any part of the BT Network.

23 Force Majeure Events

- 23.1 If there is a Force Majeure Event the party whose performance is affected by the Force Majeure Event will:
- 23.1.1 take all reasonable steps to find a solution by which the Contract may be performed despite the continuance of the Force Majeure Event;
 - 23.1.2 inform the other party as soon as it reasonably can on the nature and extent of the Force Majeure Event affecting the Service and the reasonable steps which are being taken to find a solution by which the Contract may be performed despite the continuance of the Force Majeure Event;
 - 23.1.3 not be liable for failing to do something they should have done, or for not doing it completely or on time to the extent this is caused by the Force Majeure Event;
 - 23.1.4 get a reasonable amount of extra time to perform the obligation that is affected by the Force Majeure Event; and
 - 23.1.5 still be liable for any breaches of Contract prior to the Force Majeure Event where the other party has used their rights set out in Clause 18.
- 23.2 Nothing in this Clause 23 affects your obligation to pay BT any amounts payable under the Contract on time and in the way described in Clause 9.5.

24 Settling disputes

- 24.1 We will both do what we reasonably can to settle any dispute or claim that occurs under or in relation to this Contract, and to avoid having to get the courts or regulatory authorities involved.
- 24.2 BT will try to resolve any complaint or dispute that you may have with BT in accordance with the procedure set out in Clauses 24.3 to 24.5 below. If the matter is not resolved through that procedure, then either of us may refer it to adjudication, where appropriate, in accordance with the details set out in BT's Customer Complaints Code set out at <http://www.bt.com/complaintscode> copies of which are available on request.
- 24.3 We will both use the following dispute resolution process:
- 24.3.1 whichever of us is affected will provide Notice of the complaint that clearly sets out the full facts and includes relevant supporting documents;



- 24.3.2 we will both use reasonable endeavours to settle the dispute within 14 days of getting the complaint and will make sure to give regular updates to the other during the 14 days;
- 24.3.3 if the dispute is not settled after 14 days (or any other period agreed by both of us in writing), the dispute can be escalated to a senior executive of either of us (someone at vice president level or above); and
- 24.3.4 if the dispute is still not settled 14 days after it is escalated, we will both consider mediation as set out in Clause 24.4.
- 24.4 After complying with Clause 24.3, either of us may, by giving Notice to the other, propose a mediator, in which case:
 - 24.4.1 unless we both agree to another date, the other party will either confirm their acceptance of the mediator or propose another mediator within 15 days of the date of the Notice;
 - 24.4.2 if both of us cannot agree on the choice of mediator within a further 15 days, the mediator will be appointed by the London Court of International Arbitration or an equivalent independent body;
 - 24.4.3 unless we both agree otherwise, any mediation will happen in London, in English; and
 - 24.4.4 unless we both agree otherwise, we will both share the costs of mediation equally.
- 24.5 Nothing in this Clause 24 stops either of us:
 - 24.5.1 seeking interlocutory or other immediate relief if one of us is at risk of imminent harm, unless something in the Contract already provides an adequate remedy;
 - 24.5.2 going to a court of competent jurisdiction if either of us considers it reasonable; or
 - 24.5.3 doing anything else this Contract lets us do.

Everything Else

25 Sending Notices under the Contract

- 25.1 If one of us needs to give the other Notice, they will do it in writing, in English and:
 - 25.1.1 send it by email, in the case of Notices from BT to you only;
 - 25.1.2 deliver it by hand; or
 - 25.1.3 send it by pre-paid post, recorded delivery or courier.
- 25.2 Notices need to be sent to:
 - 25.2.1 BT, at the postal address shown on the invoice or any other address that BT tells you to send Notices to; or
 - 25.2.2 you, at the address that you ask BT to send invoices to, the address of the Site, your primary email address, or, if you are a limited company, your registered office address as of the date of the Notice or any other address or email address you tell BT to use by giving Notice to BT.
- 25.3 If either of our contact details change, we will both tell the other straightaway by giving Notice.
- 25.4 The recipient is deemed to have received the Notice on the date (or if the date is not a Business Day, then on the next Business Day):
 - 25.4.1 of transmission, if it is an email;

- 25.4.2 the Notice is left at the address or someone signs for it on behalf of the addressee, if it is delivered by hand or sent by courier; or
- 25.4.3 three days after posting, if it is sent by pre-paid post or recorded delivery.

26 Transferring to another party

- 26.1 Either of us may assign the benefit of the Contract to an Affiliate by giving the other Notice, but if either of us chooses to assign the benefit of the Contract to an entity that is not an Affiliate, they need to get the other's permission in writing beforehand.
- 26.2 BT may subcontract any of BT's responsibilities under the Contract to another entity, including to a BT Affiliate, but if it does, it will still be responsible to you under the Contract.
- 26.3 If BT subcontracts the performance of any of BT's rights or obligations to a BT Affiliate as described in Clause 26.2, you will, once you receive Notice from BT, deal directly with the BT Affiliate for ordering, provisioning or maintaining the Service.
- 26.4 By giving you Notice, BT can novate the Contract, a Service or an Order to a BT Affiliate. If BT does, all BT's rights, responsibilities and liabilities will transfer to the BT Affiliate and you will need to deal with the BT Affiliate instead of BT as BT will no longer be a party to the Contract in relation to the relevant Service.
- 26.5 Either of us can assign or transfer our right to collect payments, receivables or other assets arising as a result of the Contract.

27 Third parties' rights

A person who is not a party to the Contract will not have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract, even if a term seems to give the party a particular benefit.

28 No partnership or agency arrangement

Unless a Clause in the Contract says something different, the Contract does not:

- 28.1 set up any partnership, exclusive arrangement or joint venture between us;
- 28.2 make one of us the agent of the other; or
- 28.3 authorise either of us to enter any commitments for, or on the behalf of, the other.

29 No waiver

If either of us does not do, or delays doing, something that this Contract allows, they will not have waived their right to do it, unless the Contract says something different.

30 What happens if part of the Contract is illegal, invalid or unenforceable

- 30.1 If any court of competent jurisdiction finds that any part of the Contract is illegal, invalid or unenforceable, that part will be considered removed, but no other part of the Contract will be affected.
- 30.2 If any illegal, invalid or unenforceable part of the Contract would be legal, valid or enforceable if part of it were removed, we both will negotiate in good faith to change the Contract so it reflects what we both originally intended as much as possible.

31 Service Amendment

- 31.1 You may request, by giving BT Notice, a change to:



31.1.1 an Order for the Service (or part of an Order) at any time before the applicable Service Start Date; or

31.1.2 the Service at any time after the Service Start Date,

and where BT agrees to the change you will pay any additional Charges.

31.2 BT has no obligation to proceed with any change that you request in accordance with Clause 31.1.

31.3 If BT changes a Service prior to the Service Start Date because you have given BT incomplete or inaccurate information, BT may, acting reasonably, apply additional Charges.

32 Making changes to the Contract

BT may make changes to the Contract as set out in the Schedule.

33 After the Contract ends

At the end of the Contract, provisions in the Contract that we both expect to remain in place after it ends will stay in place.

34 The Contract stands on its own

34.1 The Contract sets out the whole agreement between both of us and replaces any previous communication between us.

34.2 Your own standard terms are not part of the Contract even if you provided them to BT before signing the Contract, or if you send them to BT or refer to them in an Order.

34.3 By agreeing the Contract, each of us acknowledges they have not relied on any representation, warranty, collateral contract or other assurance (made negligently or innocently) except for the ones in the Contract. Each of us also waives all rights and legal remedies they might have had if it were not for this Clause 34.

35 Choice of law and courts

35.1 The laws of England and Wales will apply to the Contract and any disputes or claims in connection with it or our relationship, including non-contractual ones.

35.2 Only the courts of England and Wales will be able to rule on any disputes or claims in connection with the Contract or our relationship, including non-contractual ones.

36 Counterparts

The Contract can be signed on one or more copies. Any single counterpart, or a set of counterparts signed, in either case, by both of us will constitute a full original of the Contract for all purposes.

Defined Terms

"Acceptable Use Policy" means specific rules that you have to follow when using the Services. You can find the policy at <https://www.bt.com/products/static/terms/business-homepage.html> (or any other online address that BT may advise you).

"Affiliate" means any entity that directly or indirectly controls or is controlled by either one of us, or is jointly controlled with either you or BT.

"Annex" means any annex to the Schedule that describes the Service or sets out specific terms that apply to it.

"Applicable Law" means the laws of England and Wales and any laws and regulations, as may be amended from time to time, that apply to the provision or receipt of a Service, including:

- (a) anti-corruption laws set out in the Bribery Act 2010 and the Foreign Corrupt Practices Act of 1977 of the United States of America; and
- (b) all applicable export laws and regulations, including those of the United States of America.

"BT" means British Telecommunications plc of 1 Braham Street, London, E1 8EE, registered in England with company number 1800000.

"BT Equipment" means any equipment and any related Software that BT owns or that is licensed to BT and that BT uses to provide the Service.

"BT Group" means BT Group plc and its Affiliates.

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

"BT Price List" means the document containing a list of BT's charges and terms that can be accessed at: www.bt.com/pricing (or any other online address that BT may advise you).

"BT Privacy Policy" means the policy that BT has implemented and may update from time to time on how it Processes Personal Data and that is set out at: <https://www.bt.com/privacy-policy>.

"Business Day" means any day generally seen locally in the place where the Service is provided as a working day and excluding national, public and bank holidays. If one of us is supposed to do something on a day that is not a Business Day, then they will need to do it on the next Business Day.

"Cancellation Charges" means any compensatory charges payable by you to BT on cancellation of an Order in accordance with Clause 16 and as set out in a Schedule.

"Charges" means the fees and charges that you pay in relation to Service as set out in the Schedule.

"Claim" means any legal claims, actions or proceedings against one of us, whether threatened or actual, whether by a third party or the other party to this Contract.

"Compliance Obligations" mean those provisions, obligations and rights set out in the document that can be found at <https://www.bt.com/products/static/terms/business-homepage.html> (or any other online address that BT may advise you).

"Confidential Information" means confidential information either of us (or each of our officers, employees, agents, subcontractors, suppliers, advisers or Affiliates) gives the other after the date of the Contract, no matter how it is recorded, stored or disclosed and includes:

- (a) the Contract;
- (b) information about technical or commercial know-how, specifications, inventions, processes or initiatives; or
- (c) any information a reasonable business person would see as confidential about:
 - (i) the business, affairs, customers, clients, subcontractors, suppliers, plans or strategy of either of us or our Affiliates; and
 - (ii) the operations, processes, product information, know-how, designs, trade secrets or software of either of us or our Affiliates,

but it does not include:

- (a) information that is available to the public, or becomes available, unless it is because one of us breaches the Contract;
- (b) information that was already available to the receiving party on a non-confidential basis;



- (c) information we both agree in writing is not confidential information; or
- (d) information that was developed by or for the receiving party independently of the confidential information.

"Contract" means the agreement between you and BT that is made up of these General Terms, the Schedule, any Annexes, the Order, and if applicable to the Service, the BT Price List.

"Credit Agency" means Experian, Equifax and Callcredit.

"Customer" means the party BT contracts with to provide the Service to.

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

"Customer Contact" means any individuals authorised to act on your behalf for Service management matters.

"Customer Personal Data" means only the proportion of Personal Data where you are the Controller and that BT needs to Process on your behalf as a Processor in providing the Services to you under the Contract.

"Data Protection Legislation" means any laws, regulations, and binding guidance as may be amended from time to time in relation to the protection of Personal Data and individuals' privacy that apply as a result of the provision or receipt of a Service including but not limited to the GDPR.

"Effective Date" means, except where BT gives you Notice otherwise, the date you accept BT's offer to enter into the Contract, as further described in the order confirmation email.

"Force Majeure Event" means any event that neither of us can control and that stops or delays either of us from doing something, including:

- (a) natural event including a flood, a storm, lightning, a drought, an earthquake or seismic activity;
- (b) an epidemic or a pandemic;
- (c) a terrorist attack, civil war, civil commotion or riots, war, the threat of war, preparation for war, an armed conflict, an imposition of sanctions, an embargo or a breaking-off of diplomatic relations;
- (d) any law made or any action taken by a government or public authority, including not granting or revoking a licence or a consent;
- (e) collapsing buildings, a fire, explosion or accident; or
- (f) any labour or trade dispute, a strike, industrial action or lockouts.

"GDPR" means the General Data Protection Regulation (EU) 2016/679 ("**EU GDPR**") and any amendment or replacement to it, (including any corresponding or equivalent national law or regulation that implements the GDPR) and the UK GDPR, as applicable to the processing.

"General Terms" means these terms.

"Incident" means an unplanned interruption to, or a reduction in the quality of, the Service or particular element of the Service.

"Insolvency Event" means any of the following events that occurs where one of us:

- (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;
- (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.

"Intellectual Property Rights" means any trademark, service mark, trade and business name, patent, petty patent, copyright, database right, design right, community design right, semiconductor topography right, registered design, right in Confidential Information, internet domain name, moral right and know-how, or any similar right in any part of the world. Any applications for registering any of these rights that can be registered in any part of the world are also included.

"Maintenance" means any work on the BT Network or Service, including to maintain, repair or improve the performance of the BT Network or Service.

"Minimum Term" means the minimum period for which you commit to receive the Service and pay the Charges as specified in the Schedule or any Order. The Minimum Term may also be referred to as a Fixed Commitment Period, Minimum Period of Service, Minimum Period or other term referring to a commitment period in the Schedule.

"Notice" means any notice to be given by one of us to the other under the Contract in accordance with Clause 25.

"Open Source Software" means software BT has distributed to you that is licensed under a separate open source licence.

"Order" means any order or part of an Order you give to BT that is accepted by BT for the Service.

"Purchased Equipment" means any equipment, including any Software, that BT sells or licenses to you.

"Schedule" means the schedule that describes the Service and sets out the specific terms that apply to it, and includes any Annexes for the Service except for the purposes of Clause 2.

"Service" means the service that BT provides under the Contract. If relevant, it includes the service for a particular Site, or a part or component of the Service and may also include content that BT has provided to you as well as Purchased Equipment.

"Service Credit" means any remedy for failure by BT to meet a Service Level as set out in the Schedule.

"Service Level" means the agreed minimum level of performance BT will provide for the Service.

"Service Start Date" means the date BT first makes the Service available to you.

"Site" means any place identified in a Schedule or Order from or to which BT provides the Service.

"Software" means any software in object code format only and related documentation (whether on tangible or intangible media) that BT provides to you as part of the Service. It includes any embedded software but it excludes Open Source Software.

"Sub-Processor" means a BT Affiliate or BT's supplier or subcontractor that BT engages to Process Customer Personal Data for the purposes of the Contract.

"Termination Charges" means any charges payable by you to BT on termination of the Service or the Contract in whole or in part during the Minimum Term.

"Transaction Taxes" mean value added tax (VAT), goods and services tax (GST), sales, consumption, use or other similar taxes, customs duties, excise taxes, and regulatory and other fees or surcharges relating to the provision of the Service.

"User" means any person you allow to use the Service.

"UK GDPR" means the GDPR as applicable as part of UK domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (as amended), as amended or replaced.



"**Withholding Tax**" means any tax, deduction, levy or similar payment obligation that is required to be deducted or withheld from a payment under Applicable Law.



UK Secure Cloud Max Schedule to the General Terms

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Part A – The UK Secure Cloud Max Service

1 Service Summary

BT's UK Secure Cloud Max Service is a fully managed service whereby BT will provide, manage and monitor your single and or multi-tenanted virtual infrastructure, comprising:

- 1.1 the Standard Service Components; and
- 1.2 any of the Service Options as set out in any applicable Order, up to the point of the Service Management Boundary as set out in Paragraph 0 ("**UK Secure Cloud Max Service**").

2 Standard Service Components

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

- 2.1 **An ITIL aligned secure Cloud Infrastructure platform** that will allow BT to build Virtual Machines as well as amend, add or remove various computing elements and associated services on your behalf (the "**UK Secure Cloud Max Platform**");
- 2.2 **A minimum set of computing elements to create a Virtual Machine:**
 - 2.2.1 An Operating System - for the Virtual Machine being created to build the UK Secure Cloud Max Service;
 - 2.2.2 A Hypervisor - being a hardware virtualization technique that allows multiple guest Operating Systems to run on a single host system at the same time. The guest Operating System shares the hardware of the host computer such that each Operating System appears to have its own processor, memory and other hardware resource.
 - 2.2.3 Other compute components - vCPUs, vRAM and C drive / root storage;
 - 2.2.4 Dedicated or shared storage - the Virtual Machine will include storage allocation and a C:/ root drive where the Operating System will reside. A build consists of processors, RAM and C: drive/root storage;
 - 2.2.5 Affinity rules - between the Virtual Machine and the host; and
 - 2.2.6 Licenses - for using the Virtual Machine.
- 2.3 **An NCSC-compliant VMware environment** based on one of two options:
 - 2.3.1 Single tenant:
 - (a) Dedicated VMware infrastructure and storage
 - (b) Dedicated cabinets with full access management and auditing
 - (c) Fully resilient dual-data centre design with fully managed Disaster Recovery
 - (d) Fully configured and hardened protection profile compliant EAL4+ (Evaluation Assurance Level) firewalls
 - (e) NCSC-compliant active directory policy with OS hardening as standard
 - (f) Automatic enrolment of all VMs in management tooling
 - 2.3.2 Multi-tenant
 - (a) Choice of dedicated or shared Hypervisors (within the same security domain)
 - (b) Shared storage with the same security domain
 - (c) Dedicated cabinets to the UK Secure Cloud Max Service with full access management and auditing
 - (d) Fully resilient dual-data centre design with fully managed Disaster Recovery
 - (e) Fully configured and hardened protection profile compliant EAL4+ firewalls
 - (f) NCSC-compliant AD policy with OS hardening as standard
 - (g) Automatic enrolment of all VMs in management tooling.
- 2.4 **Lead Engineer**
 - (a) BT will assign a lead cloud engineer ("**Lead Engineer**" or "**LE**") who shall be responsible for overseeing the technical delivery and operation of the UK Secure Cloud Max Service and performing the following functions:
 - (i) Capacity management - Monitor system resource utilization and provide recommendations to ensure optimal capacity usage.

- (ii) Performance management - Assess and advise on system performance, including recommendations for resource adjustments to maintain any bespoke service level objectives as agreed with BT.
- (iii) Patch compliance - Coordinate the timely deployment of required patches and provide reporting on patch status and compliance.
- (iv) Vulnerability management - Perform monthly security vulnerability scans, propose remediation strategies, and provide reporting on identified risks.
- (v) Change management - Review and oversee service-related changes which you have initiated that may impact the UK Secure Cloud Max Service.
- (b) The monthly time allocation of the Lead Engineer shall be determined by the support tier selected by you and set out in the Order.

2.5 Managed Virtual Machine

- (a) BT will monitor performance, availability and network connectivity of your solution/ environment(s).
- (b) The Virtual Machine provides a centrally managed end-point security management platform for all the applicable elements within your solution/ environment(s).
- (c) The Virtual Machine provides an additional service which is centrally managed File Integrity Monitoring (“**FIM**”) solution that monitors all applicable file changes in your solution/ environment(s).
- (d) The Virtual Machine performs monthly vulnerability scanning for all the applicable elements within your solution/ environment(s).

2.6 Proactive UK Sovereign Operational Management:

- 2.6.1 Firewall management - firewalls are fully managed by BT to ensure network traffic always follows the pre-defined routing within the environment, and that the firewall configuration is maintained to comply with NCSC guidance.
- 2.6.2 Security incident logging - Security incident and event monitoring (“**SIEM**”) solution to support security incident investigation and remediation activities. SIEM logs are retained for a minimum of 12 months.
- 2.6.3 Guest OS support - Linux and Windows Operating System versions for the customer workload.
- 2.6.4 Backup and recovery - All requested VMs are enrolled for image-level backups of the Operating System and associated local storage as standard backup for the customer workload.
- 2.6.5 Disaster Recovery - Virtual machines nominated for Disaster Recovery are replicated to the second site. A tiered service is offered based on mutually agreed RTO and RPO.
- 2.6.6 Vulnerability scanning and remediation - BT will configure monthly scans which includes a vulnerability management solution as standard.
- 2.6.7 Anti-virus and malware endpoint protection - Anti-malware protection tool is deployed to all supported VMs. The tool will deploy an agent to each VM that checks for updates and can work in isolation should circumstances require. Alerts generated by the service are monitored 24/7, with alerting configured to meet NCSC security monitoring standards.
- 2.6.8 Workload monitoring - BT will deploy a standard monitoring configuration but can support customer-specific configurations if needed. Any change to standard monitoring may incur additional setup costs and ongoing management charges.
- 2.6.9 System patching - BT is responsible for maintaining patch levels on all supported elements within the customer workload. The Secure Cloud Max Service includes a patching solution that can be configured to meet your individual operational restrictions. BT will work with you to design a suitable maintenance schedule, ensuring that patching does not interfere with critical business operations. Any critical ‘out-of-band’ patch requests may require the waiver of relevant Service Levels.

3 Service Options

BT will provide you with any of the following options (“Service Options”) as set out in any applicable Order and in accordance with the details as set out in that Order:

3.1 Virtual Machine – post-creation:

- 3.1.1 The following is only available after the Virtual Machine has been ordered and created:
 - (a) Virtual Machine Type



- (i) you may select a Virtual Machine from the Virtual Machine attributes made available to you by BT.
- (ii) you may, in order to increase the size of the Virtual Machine (in terms of CPU and RAM), choose to have BT build a new Virtual Machine or modify your then-current Virtual Machine.

3.2 Templates

- 3.2.1 Templates are used to create a Virtual Machine with a specific Operating System build.

3.3 Storage (C:/root)

- 3.3.1 The Virtual Machine will include storage allocation, a C:/ root drive where the Operating System will reside.
- 3.3.2 You may order additional storage in the form of additional drives. A number of different size drives are made available with an option for a customer defined disk. You may add additional disks which are subject to additional Charges.

3.4 Network connectivity

- 3.4.1 You may order different network offerings to provide connectivity between Virtual Machines and to and from the Internet and/ or private network (MPLS VPN) and/ or inter-Site connectivity between the data centres.
- 3.4.2 The additional BT (or other licensed operators) network services are not part of the UK Secure Cloud Max Service. You may order them separately and separate terms and conditions and Charges will apply.

3.5 Backup

- 3.5.1 VM Snapshots provide back up for the UK Secure Cloud Max Service and enable you to take a point in time “copy” of the Virtual Machine disk volumes. VM Snapshots are defined per Virtual Machine disk volume, and you can initiate, or schedule as required. If this option is selected, you may define how often and when a VM Snapshot is taken or instantly take a snapshot when required based on the available options that you must agree with BT.

3.6 Managed Services

3.6.1 Managed OS

- (a) When a Virtual Machine is enrolled in OS administration, BT creates a configuration management database record of the Virtual Machine and securely stores OS login credentials you provide so that BT’s OS system administrators can log in to the OS and perform the desired OS services upon request.
- (b) This service enables you to initiate a request that would trigger an administrator to log in to the guest OS of a virtual machine in the UK Secure Cloud Max Service. BT will utilize secure, time-limited, and audited access to the environment to provide troubleshooting services for supported systems.

3.6.2 Managed OS Patching

- (a) BT provides a managed OS patching service for supported operating systems. The patching schedule is set by you and BT configures the guest OS to use Supplier-provided patching sources so that only approved patches are delivered and installed on your machines.

3.6.3 Managed OS Monitoring

- (a) BT installs, configures, and responds to monitoring alerts from an installed OS agent for OS and application alerts and conditions on Virtual Machines. It enables monitoring of guest OS service availability on a network, internal OS system resources, OS services operational status, and error conditions with default thresholds.

3.6.4 Managed OS Antivirus

- (a) Anti-virus management provides protection against viruses. If you select this option:
 - (i) BT will take all reasonable steps (including testing) to ensure that any Software used in the Virtual Machine shall provide protection against viruses; and



- (ii) you will ensure that necessary resources in the Virtual Machines are provided for the Software performance that is not hindered by application or customer specific network policies or equivalents.

3.7 Additional Licenses

- 3.7.1 While licenses for the Virtual Machine are provided by BT as a Standard Service Component, you may order any additional licenses for the UK Secure Cloud Max Service from BT as set out in the Order.

3.8 ISO Images

- 3.8.1 Where you require a particular Operating System that is not shown within the Templates, you may avail of one from an ISO Image that is agreed with BT.

3.9 Additional Device hosting

- 3.9.1 BT can provide specific space on a per unit level ("**Rack U**") or full rack for additional Devices that may be required depending on the requirement and mutually agreed solution. Such service shall be bundled with colocation (to be ordered separately) and additional Charges with separate terms and conditions apply.

3.10 Disaster Recovery

- 3.10.1 BT will allow you to build a Virtual Machine with or without Software, network and licenses that will be used in case of any disaster to the Virtual Machine at the primary Site ("**Disaster Recovery**"); and
- 3.10.2 You will need to have processes and procedures to invoke Disaster Recovery in an event of any disaster.

4 Service Management Boundary

- 4.1 BT will provide and manage the UK Secure Cloud Max Service in accordance with Parts B and C of this Schedule and as set out in any applicable Order up to the Hypervisor layer including the management stack ("**Service Management Boundary**").
- 4.2 You will be responsible for managing your Operating System and application environments.
- 4.3 Except for items described above in Paragraphs 2 and 3 and as set out in any applicable Order, BT accepts no responsibility for any virtual or physical infrastructure or Enabling Services. If BT provides you with any Enabling Services, these are provided in accordance with their separate terms.
- 4.4 BT will have no responsibility for the UK Secure Cloud Max Service outside the Service Management Boundary.
- 4.5 BT does not make any representations, whether express or implied, about whether the UK Secure Cloud Max Service will operate in combination with any Customer Equipment or other equipment and software.

5 Associated Services

- 5.1 You will have the following services in place that will connect to the UK Secure Cloud Max Service and are necessary for the UK Secure Cloud Max Service to function and will ensure that these services meet the minimum technical requirements that BT specifies:
 - 5.1.1 remote access capability; and
 - 5.1.2 secure tunnelling capability (each an "**Enabling Service**").
- 5.2 If BT provides you with any services other than the UK Secure Cloud Max 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 Specific Terms

6.1 Minimum Period of Service

- 6.1.1 BT will provide you with the UK Secure Cloud Max Service for the Minimum Period of Service.
- 6.1.2 You may request an extension to the UK Secure Cloud Max Service for a Renewal Period by Notice in writing to BT at least 120 days before the end of the Minimum Period of Service or Renewal Period ("**Notice of Renewal**").
- 6.1.3 If you issue a Notice of Renewal in accordance with Paragraph 6.1.2, BT will extend the UK Secure Cloud Max Service for the Renewal Period and:
 - (a) BT will continue to provide the UK Secure Cloud Max Service;



- (b) the Charges applicable during the Minimum Period of Service may cease to apply and BT will inform you of any new Charges and invoice you the new Charges as set out in your new Order from expiry of the Minimum Period of Service; and
 - (c) both of us will continue to perform each of our obligations in accordance with the Contract.
- 6.1.4 If you do not issue a Notice of Renewal in accordance with Paragraph 6.1.2, BT will cease delivering the UK Secure Cloud Max Service at the time of 23:59 on the last day of the Minimum Period of Service or subsequent Renewal Period.
- 6.1.5 BT may propose changes to this Schedule or the Charges (or both) by giving you Notice at least 90 days prior to the end of the Minimum Period of Service and each Renewal Period ("**Notice to Amend**").
- 6.1.6 Within 21 days of any Notice to Amend, you will provide BT Notice:
 - (a) agreeing to the changes BT proposed, in which case those changes will apply from the beginning of the following Renewal Period;
 - (b) requesting revisions to the changes BT proposed, in which case both of us will enter into good faith negotiations for the remainder of that Minimum Period of Service or Renewal Period, as applicable, and, if agreement is reached, the agreed changes will apply from the beginning of the following Renewal Period; or
 - (c) terminating the Contract at the end of the Minimum Period of Service or Renewal Period, as applicable.
- 6.1.7 If we have not reached agreement in accordance with Paragraph 6.1.6(b) by the end of the Minimum Period of Service or the Renewal Period, the terms of this Schedule will continue to apply from the beginning of the following Renewal Period unless you give Notice in accordance with Paragraph 6.1.6(c) or BT may give Notice of termination, in which case BT will cease delivering the UK Secure Cloud Max Service at the time of 23:59 on the last day of the Minimum Period of Service or subsequent Renewal Period as applicable.
- 6.2 **Termination for Convenience**

For the purposes of Clause 17 of the General Terms, either of us may, at any time after the Service Start Date and without cause, terminate the UK Secure Cloud Max Service by giving 120 days' Notice to the other (the "**Notice Period**").
- 6.3 **Customer Committed Date**
 - 4.1.2 If you request a change to the UK Secure Cloud Max Service or any part of the UK Secure Cloud Max Service, then BT may revise the Customer Committed Date to accommodate that change.
 - 4.1.3 BT may expedite delivery of the UK Secure Cloud Max Service for operational reasons or in response to a request from you, but this will not revise the Customer Committed Date.
- 6.4 **IP Addresses**
 - 6.4.1 Except for IP Addresses expressly registered in your name, all IP Addresses made available with the UK Secure Cloud Max Service will at all times remain BT's property or the property of BT's suppliers and are non-transferable.
 - 6.4.2 All of your rights to use IP Addresses will cease on termination or expiration of the UK Secure Cloud Max Service.
- 6.5 **Licence and EULA**
 - 6.5.1 You will comply with any registration or authorisation process that BT or the Supplier presents to you in order to use any Software provided as part of the UK Secure Cloud Max Service.
 - 6.5.2 If applicable, you will accept and enter into any end user licence agreement that BT or the Supplier provides to you and as may be amended or supplemented from time to time by BT or the Supplier ("**EULA**"). The details of such EULA will be set out on the Order.
 - 6.5.3 Unless otherwise permitted by the terms of the applicable EULA, you may not:
 - (a) assign, grant, or transfer any interest in third party services or third party software to another individual or entity;
 - (b) reverse engineer, decompile, copy, or modify the third party software;
 - (c) modify or obscure any copyright, trademark or other proprietary rights notices that are contained in or on the third party software; or
 - (d) exercise any of the reserved Intellectual Property Rights provided under the laws of England and Wales.



- 6.5.4 You will observe and comply with the EULA for any use of the applicable Software. In addition to any rights BT may have under Clause 15 of the General Terms, if you do not comply with the EULA, BT may restrict or suspend the UK Secure Cloud Max Service upon reasonable notice, and:
- (a) you will continue to pay the Charges for the UK Secure Cloud Max Service until the end of the Minimum Period of Service; and
 - (b) BT may charge a re-installation fee to re-start the UK Secure Cloud Max Service.
- 6.5.5 You will enter into the EULA for your own benefit and the rights, obligations, acknowledgements, undertakings, warranties, and indemnities granted in accordance with the EULA are between you and the Supplier and you will deal with the Supplier with respect to any loss or damage suffered by either you or the Supplier as such loss or damage will not be enforceable against BT.
- 6.5.6 Where the EULA is presented in a 'click to accept' function and you require BT to configure or install software on your behalf, BT will do so as your agent and bind you to the EULA. For this purpose, you hereby grant to BT a mandate to enter into the EULA in your name and on your behalf. BT and you may for this also execute a power of attorney as part of the Order.
- 6.5.7 If you use any non-BT or Supplier provided software on the Customer Configuration, then you represent and warrant that you shall maintain:
- (a) the legal right to use the software; and
 - (b) as applicable to the UK Secure Cloud Max Service, adequate original software vendor support (or similar authorized support) permitting BT to perform any installation, patching, upgrades, or management which BT has agreed to provide under the Contract.
- 6.5.8 On BT's request, you shall sufficiently certify in writing (or, as reasonably requested, evidence) that you are compliant with this section and any other license or support obligations under the Contract. If you fail to certify licensing or support as requested, BT may charge you its standard fee for licensed use of the software, until the required certification is provided.
- 6.5.9 You may only use third party services and third party software provided for use as part of the UK Secure Cloud Max Service (as identified on the Order) on that portion of the Customer Configuration for which it was originally provided, subject to any additional restrictions identified in the Order. You shall not be permitted to access any third party software which BT installs solely to assist the delivery of the UK Secure Cloud Max Service.
- 6.5.10 Upon termination of the UK Secure Cloud Max Service, you shall permit removal of any third party software installed by BT or its representatives on the Customer Configuration.

6.6 Invoicing

- 6.6.1 BT will invoice you for the following Charges in the amounts set out in any applicable Order:
- (a) Installation Charges, on the Service Start Date;
 - (b) On the Customer Committed Date, you will be invoiced for the first and second month's Recurring Charges, except Usage Charges, in advance. Thereafter Recurring Charges, except Usage Charges, will be invoiced in advance on the first day of the relevant month and for any period where the UK Secure Cloud Max Service is provided for less than one month, the Recurring Charges will be calculated on a pro rata basis;
 - (c) Usage Charges, monthly in arrears on the first day of the relevant month, calculated at the then current rates;
 - (d) Professional Services Charges;
 - (e) De-installation Charges within 60 days of de-installation of the UK Secure Cloud Max Service; and
 - (f) any Termination Charges incurred in accordance with Paragraph 6.7 upon termination of the relevant Service.
- 6.6.2 BT may invoice you for any of the following Charges in addition to those set out in any applicable Order:
- (a) Charges for investigating Incidents that you report to BT where BT finds no Incident or that the Incident is caused by something for which BT is not responsible under the Contract;
 - (b) Charges for commissioning the UK Secure Cloud Max Service in accordance with Paragraph 7.2 outside of Business Hours;
 - (c) Charges for expediting provision of the UK Secure Cloud Max Service at your request after BT has informed you of the Customer Committed Date; and



- (d) any other Charges as set out in any applicable Order or as otherwise agreed between both of us.

6.7 Cancellation and Charges at the end of the Contract

6.7.1 Cancellation Charges

For the purposes of Clause 16 of the General Terms, if you cancel an Order, or part of it, any time before the Service Start Date you will pay BT the Cancellation Charges as set out below:

- (a) the Termination Charges detailed in your Order; or
- (b) If the Order does not include Termination Charges, you will pay the Supplier Termination Charges.

6.8 Charges at the end of the Contract

6.8.1 If you terminate the Contract or the UK Secure Cloud Max Service for convenience in accordance with Clause 17 of the General Terms you will pay BT:

- (a) all outstanding Charges or payments due and payable under the Contract (including for any services that are or would have been performed during any Notice Period whether or not the Notice Period is adhered to);
- (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.

6.8.2 In addition to the Charges set out at Paragraph 6.8.1 above, if you terminate during the Minimum Period of Service, you will pay BT:

- (a) the Minimum Period Termination Charges; and
- (b) BT will refund to you any money you have paid in advance after deducting any Charges or other payments due to BT under the Contract.

6.8.3 In addition to BT's other rights and remedies, the Charges set out at Paragraphs 6.8.1 and 6.8.2 will also apply where BT terminates the Contract or the UK Secure Cloud Max Service under Clauses 18.1.1 or 18.1.2 of the General Terms.

6.9 PCI DSS Compliance Obligations

6.9.1 The UK Secure Cloud Max Service is not compliant with PCI DSS, and you will not use the UK Secure Cloud Max Service for the processing, storage or transmission of any Cardholder Data or any data that is subject to PCI DSS.

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

6.10 Export of Content using Cloud Services

6.10.1 The Service comprises of a cloud service that utilises software and technology that may be subject to export control laws of various countries. You are solely responsible for any compliance related to the way you use the Service and the location the Service is used including access by Users to the Service and for your Content transferred or processed using the Service, including any publication of such Content.

6.10.2 You will indemnify BT against all Claims, losses, costs or liabilities brought against BT as a result of, or arising out of or in connection with, your non-compliance with any laws (including sanctions and export control laws) of any country you use, access or transfer Content to.

6.11 Supplier Product Terms and Indemnity

6.11.1 You acknowledge that you have read and agree to be bound by and to ensure that any of your Users will comply with:

- (a) generally accepted Internet standards; and
- (b) the Supplier Product Terms and the Supplier Acceptable Use Policy as set out in Part D.

6.11.2 In the event of a third-party claim against BT and/or BT's Supplier arising out of your breach of Paragraph 16.11.1, you shall hold BT and its Supplier harmless and pay the cost of defending the claim (including reasonable legal and professional charges and expenses) and any damages, losses, fines, or other penalties resulting from the claim. The indemnification obligations set out in this Paragraph 16.6.11.2 are applicable only to the extent that such claims are arising out of your acts or omissions (inclusive of claims resulting from any portion of the Customer Configuration being accessed due to failure to use reasonable security precautions, even when access or the acts or omissions of such persons were not authorised by BT).



6.12 End of Life

- 6.12.1 Where the UK Secure Cloud Max Service is designated as a Deprecated Service by BT's Supplier, BT has no obligation to continue providing the UK Secure Cloud Max Service and/or any manner of support for the UK Secure Cloud Max Service.
- 6.12.2 If the UK Secure Cloud Max Service is designated as a Deprecated Service by BT's Supplier, BT may at any time in its sole discretion on at least 60 days' notice terminate that portion of the UK Secure Cloud Max Service pursuant to which the Deprecated Service was purchased, and BT will remove all associated service elements from the Customer Configuration, except where such Deprecated Service is determined by BT to pose an un-remediable security risk to BT, the Supplier or BT's customers, in which case BT will immediately terminate such Deprecated Service.

Part B – Service Delivery and Management

7 BT's Obligations

7.1 Service Delivery

7.1.1 Before the Service Start Date, BT will provide you with contact details for the Service Desk.

7.2 Commissioning of the Service

Before the Service Start Date, BT will:

- 7.2.1 configure the UK Secure Cloud Max Service;
- 7.2.2 conduct a series of standard tests on the UK Secure Cloud Max Service to ensure that it is configured correctly;
- 7.2.3 connect the UK Secure Cloud Max Service to each Enabling Service; and
- 7.2.4 on the date that BT has completed the activities in this Paragraph 7.2, confirm to you the Service Start Date. **Error! Reference source not found..**

7.3 During Operation

On and from the Service Start Date, BT:

- 7.3.1 will respond and use reasonable endeavours to remedy an Incident without undue delay if BT detects or if you report an Incident;
- 7.3.2 will work with the Supplier to restore service as soon as practicable during Local Contracted Business Hours if BT detects, or if you report an Incident;
- 7.3.3 may carry out maintenance from time to time and will use reasonable endeavours to inform you:
 - (a) at least three Business Days before any Planned Maintenance on the UK Secure Cloud Max Service, however, BT may inform you with less notice than normal where Maintenance is required in an emergency; or
 - (b) may, in the event of a security breach affecting the UK Secure Cloud Max Service, require you to change any or all of your passwords.

7.4 The End of the Service

On termination of the UK Secure Cloud Max Service by either of us, BT:

- 7.4.1 will provide configuration information relating to the UK Secure Cloud Max Service provided in a format that BT reasonably specifies;
- 7.4.2 decommission all network and applications supporting the UK Secure Cloud Max Service;
- 7.4.3 may delete any Content, including stored logs or any configuration data relating to BT's management of the Service.

8 Your Obligations

8.1 Service Delivery

Before the Service Start Date and, where applicable, throughout the provision of the UK Secure Cloud Max Service, you will:

- 8.1.1 provide BT with the names and contact details of the Customer Contact;
- 8.1.2 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 UK Secure Cloud Max Service;
- 8.1.3 without undue delay provide BT with any information or assistance reasonably required by BT to enable it to comply with Applicable Law and perform its obligations hereunder with respect to the UK Secure Cloud Max Service;
- 8.1.4 complete any preparation activities that BT may request to enable you to receive the UK Secure Cloud Max Service promptly and in accordance with any agreed timescales;
- 8.1.5 procure services that are needed to permit the UK Secure Cloud Max Service to operate, including Enabling Services as defined, and ensure they meet the minimum technical requirements specified by BT;
- 8.1.6 in jurisdictions where an employer is legally required to make a disclosure to its Users and other employees:
 - (a) inform your Users that as part of the UK Secure Cloud Max Service being delivered by BT, BT may monitor and report to you the use of any targeted applications by them;

- (b) ensure that your Users have consented or are deemed to have consented to such monitoring and reporting (if such consent is legally required);
- (c) be responsible for your Content and your Users' Content (including any Content hosted by you or any User on behalf of third parties); and
- (d) agree that BT will not be liable for any failure by you to comply with this Paragraph 8.1.6, you will be liable to BT for any Claims, losses, costs or liabilities incurred or suffered by BT due to your failure to comply with this Paragraph 8.1.6.

8.2 During Operation

On and from the Service Start Date, you will:

- 8.2.1 ensure that Users report Incidents to the Customer Contact and not to the Service Desk;
- 8.2.2 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;
- 8.2.3 where you have provided your own or a third party Enabling Service, ensure and confirm to BT that the Enabling Service is working correctly before reporting Incidents to BT;
- 8.2.4 inform BT of any planned maintenance on any third party provided Enabling Service;
- 8.2.5 provide service assurance support to BT, where reasonably requested, to progress the resolution of Incidents for any BT equipment installed on an Enabling Service that is not being provided by BT;
- 8.2.6 monitor and maintain any Customer Equipment connected to the UK Secure Cloud Max Service or used in connection with a UK Secure Cloud Max Service;
- 8.2.7 ensure that Customer Equipment that is connected to the UK Secure Cloud Max Service or that you use, directly or indirectly, in relation to the UK Secure Cloud Max Service is:
 - (a) connected using the applicable connections, unless you have BT's permission to connect by another means;
 - (b) adequately protected against viruses and other breaches of security;
 - (c) technically compatible with the UK Secure Cloud Max Service and will not harm or damage BT Equipment, or any of BT's suppliers' or subcontractors' infrastructure 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;
- 8.2.8 immediately disconnect any Customer Equipment, or advise BT to do so at your 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 you are contacted by BT about such material,
 - (c) and redress the issues with the Customer Equipment prior to reconnection to the UK Secure Cloud Max Service;
- 8.2.9 be responsible for the management of your account (including creation, change management and termination), and enforcement of related remote working and password controls;
- 8.2.10 distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the UK Secure Cloud Max Service;
- 8.2.11 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;
- 8.2.12 ensure the security and proper use of all valid User access profiles, passwords and other systems administration information used in connection with the UK Secure Cloud Max 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 UK Secure Cloud Max 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 UK Secure Cloud Max Service if BT requests you to do so in order to ensure the security or integrity of the UK Secure Cloud Max Service.



- 8.2.13 ensure that the maximum number of Users will not exceed the permitted number of User identities as set out in any applicable Order; and
- 8.2.14 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 you will ensure the prior User will no longer have any right to access or use the UK Secure Cloud Max Service.

9 Notification of Incidents

Where you become aware of an Incident:

- 9.1 the Customer Contact will report it to the Service Desk;
- 9.2 BT will give you a Ticket;
- 9.3 BT will inform you when it believes the Incident is cleared and will close the Ticket when:
 - 9.3.1 you confirm that the Incident is cleared within 24 hours after having been informed; or
 - 9.3.2 BT has attempted unsuccessfully to contact you, in the way agreed between both of us in relation to the Incident, and you have not responded within 24 hours following BT's attempt to contact you.
- 9.4 If you confirm 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.
- 9.5 Where BT becomes aware of an Incident, Paragraphs 9.2, 9.3 and 9.4 will apply.



Part C – Service Levels

10 Service Availability

10.1 Availability Service Level

- 10.1.1 From the Service Start Date, BT will provide the UK Secure Cloud Max Service with a target availability corresponding to the applicable SLA Category as set out in the table below (“**Availability Service Level**”):

SLA Category	Availability Annual Target	Maximum Annual Availability Downtime	Service Credit Interval
Cat A+	≥ 99.99%	1 hour	1 hour

- 10.1.2 The Availability Service Level is measured as the availability of the UK Secure Cloud Max Platform.

10.2 Availability Service Credits

- 10.2.1 If a Severity Level 1 Incident occurs, BT will measure the Availability Downtime in units of full hours during Business Hours starting from when BT acknowledges your report that a Severity Level 1 Incident has occurred, and ending when BT closes the Incident in accordance with Paragraph 9.3.
- 10.2.2 BT will then calculate the cumulative Availability Downtime for the calendar year in which the Severity Level 1 Incident occurred (“**Cumulative Annual Availability Downtime**”).
- 10.2.3 If the Cumulative Annual Availability Downtime of the UK Secure Cloud Max Service exceeds the Maximum Annual Availability Downtime, you may request Availability Service Credits for each Service Credit Interval of 2 per cent of the Monthly Recurring Charges for the relevant UK Secure Cloud Max Service.

11 Requests for Service Credits

- 11.1 You may only make one request for applicable Service Credits in any one calendar month within 10 days of the end of the calendar month in which a Severity Level 1 Incident occurred by providing details of the reason for the claim. Any failure by you to submit a request in accordance with this Paragraph 11 will constitute a waiver of any claim for Service Credits for that calendar month.
- 11.2 If a single Severity Level 1 Incident or connected series of Incidents results in more than one Service Level failure, you shall have the right to select any one of such Service Level failures for which you shall be entitled to receive a Service Credit. You shall not be entitled to a Service Credit for the other Service Level failures related to the same Severity Level 1 Incident.
- 11.3 Upon receipt of a valid request for Service Credits in accordance with Paragraph 11:
- 11.3.1 BT will issue you with the applicable Service Credits by deducting those Service Credits from your invoice within two billing cycles of the request being received; and
- 11.3.2 following expiry or termination of the Contract where no further invoices are due to be issued by BT, BT will pay you the Service Credits in a reasonable period of time.
- 11.3.3 Service Credits for all Service Levels will be aggregated and are available up to a maximum amount equal to 2 per cent of the monthly Recurring Charge for the affected UK Secure Cloud Max Service.
- 11.3.4 All Service Levels and Service Credits will be calculated in accordance with information recorded by, or on behalf of, BT.
- 11.4 The Service Levels under this Schedule will not apply:
- 11.4.1 in the event that Clause 8 or Clause 23 of the General Terms applies;
- 11.4.2 as a result of any acts, omissions, negligence or wilful misconduct by you or any third party which lead to BT not being able to provide all or part of the UK Secure Cloud Max Service;
- 11.4.3 as a result of failed equipment, carrier circuits, services, third party software or systems not provided by BT, including Enabling Services;
- 11.4.4 where you have failed to conduct repairs on equipment, third party software or services that are outside of the scope of BT’s responsibility, including on Enabling Services;
- 11.4.5 as a result of failures during any period when you elect not to release the UK Secure Cloud Max Service for testing and/or repair and you continue to use the UK Secure Cloud Max Service; or
- 11.4.6 during any trial period of the UK Secure Cloud Max Service.



Part D – Supplier Product Terms and Acceptable Use

12 Supplier Product Terms

12.1 Service Restrictions

12.1.1 As part of the UK Secure Cloud Max Platform, no access to, but not limited to the following list will be granted directly to you for the multi-tenant versions of the UK Secure Cloud Max Service:

- (a) vCentre
- (b) multi-tenant firewall
- (c) host console
- (d) switch configuration

12.1.2 Only the dedicated UK Secure Cloud Max Platform will be eligible for request to these features and will only be granted by exception.

12.2 Hardening

12.2.1 BT hardens OSIs (Red Hat Enterprise Linux and Microsoft Windows Server only) and network devices to its configuration baseline based on the centre for internet security (“CIS”) benchmarks. Any hardening requirements defined by you in addition to, or in lieu of, the CIS Benchmarks configuration baseline shall be identified and set forth in the applicable Order(s), inclusive of any additional implementation and management Charges, prior to being implemented and provided as part of the UK Secure Cloud Max Service.

12.3 Encryption

12.3.1 Compliance Baseline encryption requirements for any software or program installed on top of the Supplier provided and managed OSIs are your sole responsibility.

12.4 Backups

12.4.1 BT performs image-based changed block tracking backups of Production Environment OSIs and Customer Appliances once per day. If file-level, database-level, or otherwise application-aware backups are required, you are responsible for providing a compatible backup solution – e.g., database-native backup to a local disk included in the daily image backup. Unless otherwise specified in the Order, the backups for Production Environment OSIs and Customer Appliances shall be available onsite for 14 calendar days, and the Production Environment backups shall be replicated from the primary backup location to the archival backup location available in the Disaster Recovery Site for the same 14-day period. You may request additional services for longer retention periods, as defined in the Order. Any required restores shall only be created from BT-provided disk images and presented to the OSI as a full disk. You may choose to replace the existing disk or mount as an additional disk; but all file-level, application or database recovery efforts are your responsibility.

12.5 Customer defined controls

12.5.1 Other controls, as additions to, or in lieu, of the provisionally authorized controls may be mutually agreed upon and included, provided there is no conflict with Applicable Law. All such controls shall be identified in the Order as a one-off set up Charge for the primary and secondary data centres inclusive of any additional implementation and management Charges, prior to being implemented and provided as part of the UK Secure Cloud Max Service.

12.6 Quarterly Configuration Compliance Scanning and Reporting

12.6.1 BT scans the managed OSIs for compliance with the BT-defined hardening configuration standard. The raw, unmodified compliance scan results shall be provided quarterly to you for each environment. Any hardening configurations defined by you, other than the BT-defined configuration baseline, shall be stated in the applicable Order, which shall include additional implementation and management Charges. Any custom-configuration compliance scanning and associated reporting shall be stated in any applicable Order(s), which shall include additional implementation and management Charges.

12.7 File Integrity Monitoring

12.7.1 Monitoring the integrity of your data and/or application files installed by you on OSIs is excluded from the FIM solution monitoring scope of services. BT provides ongoing management of the FIM management



servers; agents installed on OSIs; and associated configurations, updates, and policy management. In the event a FIM event is detected, BT shall notify and collaborate with you to determine the appropriate actions.

12.8 Monthly Vulnerability Scanning

- 12.8.1 BT performs monthly vulnerability scanning for each of your BT managed OSIs within your environment(s). The scans are performed by BT, and the raw, unmodified vulnerability scan results shall be provided to you. We shall mutually agree on a monthly scanning schedule for the duration of the UK Secure Cloud Max Service. Any custom vulnerability scanning activities and associated reporting requested by you shall be stated in any applicable Order(s), which shall include additional implementation and management Charges. Your security obligations include immediately remediating any known security vulnerability of any Customer Appliance, or any software or program installed on top of the BT provided and managed hardware and software services.

12.9 Customer-requested screening

- 12.9.1 If you require personnel security approvals or clearances outside of BT's standard background investigation, then BT reserves the right to submit for approval and/or clearance its entire operations and security teams associated with the UK Secure Cloud Max Service to enable adequate support. You shall bear the costs and expenses incurred by BT in connection with obtaining approvals or clearances required to allow BT to perform its obligations hereunder.

12.10 Contingency Planning

- 12.10.1 BT maintains a Contingency Plan for the BT Cloud Infrastructure as required by Compliance Baseline requirements. BT shall support your Contingency Planning efforts by meeting the Recovery Point Objective and Recovery Time Objective in the event of a major disruption to the Production Environment. The SEAP shall be used to define the tools, processes, and procedures within BT's and your areas of responsibility. BT shall provide one Disaster Recovery Test per year, upon your request with written notice 30 days prior. This can include turning on Virtual Machines at a secondary facility; running specific workloads at a secondary facility in a temporary, non-impactful way; verifying data backup integrity; or testing for hardware outages.

12.11 Disaster Recovery

- 12.11.1 BT provides replication of your Production Environment OSIs and Customer Appliances to a Disaster Recovery Site. BT manages the Disaster Recovery Site and provides disaster recovery support services in accordance with the SEAP. Upon a Disaster Declaration, replicated VMs are activated by BT in the Disaster Recovery Site to seek to restore the UK Secure Cloud Max Service to support Restoration Success within the RPO and RTO. RTO does not include any third-party dependencies outside of BT's control, including Content from the Cloud Infrastructure coming back online and time required for external third-party components and network protocols to be migrated by third-party providers. Any other application-level activities to recover and reconstitute the Customer Production Environment are your responsibility.

12.12 Relocation

- 12.12.1 BT may on reasonable notice move or relocate your Production Environment and disaster recovery services within or between data centre locations (located in the same country as the origin data centre and at the same security level). Additionally, BT may make changes to the provision of the UK Secure Cloud Max Service (including, but not limited to, changing the assigned IP addresses and DNS records and zones on BT or Supplier operated or managed DNS servers as BT deems necessary for the operation of the shared network infrastructure). BT will work with you to migrate to any other location.

12.13 Customer Data

- 12.13.1 BT makes no warranty as to the quality, contents, or formatting of your data. You accept and acknowledge the limitations of data replication, specifically that data corruption and deletion within the Production Environment, both intentional and unintentional, will be replicated to the Disaster Recovery Site. As such, Disaster Recovery shall not be used as a replacement for application state and database backups, which remain your sole responsibility. Additionally, the rate at which the data in the Production Environment can be transferred to the Disaster Recovery Site shall vary depending on the rate of change, amount and type of data, constraints inherent in the UK Secure Cloud Max Service, and fluctuations in bandwidth availability. Therefore, at any given time, the Disaster Recovery Site may not be completely up to date. In the event of a failover to the Disaster Recovery Site, data that has not yet completed transfer from the Production Environment shall be lost commensurate with the Recovery Point Objective. You also accept and acknowledge that this same risk of data loss exists during execution of Disaster Recovery Testing. BT is not liable for any data loss as a result of performing Disaster Recovery Testing initiated by you, nor by executing your instructions in the event of a legitimate Disaster Declaration.



- 12.13.2 Customer Data is, and at all times shall remain, your exclusive property. You remain the primary system and account administrator and are responsible for the integrity, security, maintenance and appropriate protection of Customer Data including by:
- (a) selecting, purchasing, and properly configuring appropriate services;
 - (b) implementing adequate controls to maintain appropriate security, protection, and deletion of Customer Data (which shall include end-to-end encryption of sensitive data in transit and at rest, and logical access measures);
 - (c) ensuring that BT is not provided with any access to Customer Data (including protected health information), except as required to deliver the UK Secure Cloud Max Service; and
 - (d) using the data integrity controls to allow you to restore the availability of Customer Data in a timely manner (which shall include routine backups and archiving of Customer Data in an environment separate from the Customer Configuration). BT makes available a number of security controls that you may elect to purchase as part of the Services. BT will only back up data to the extent purchased by you as part of the UK Secure Cloud Max Service and stated in the applicable Order.
- 12.13.3 The UK Secure Cloud Max Service provides you with controls that you may use to retrieve, correct, or delete Customer Data prior to expiry or termination of the Contract. Your access to the Customer Configuration or Customer Data may be restricted during a suspension or following termination of the UK Secure Cloud Max Service or the Contract. You are responsible for retrieving a copy of Customer Data prior to the termination of the Contract. BT may delete Customer Data at any time following termination of the Contract.
- 12.13.4 You will cooperate with investigation and resolution of outages and security incidents. BT is not responsible to you or any third party for unauthorized access to Customer Data or for unauthorized use of the UK Secure Cloud Max Service, including any losses or damages resulting from such unauthorized access or use, that is that is not solely caused by BT's failure to meet its security obligations under the Contract.

12.14 Disaster Recovery and Business Continuity

- 12.14.1 The Disaster Recovery services provided are not a full business continuity solution. They are intended to be a component in your managed and executed business continuity plan. As such, BT takes no responsibility for, and does not guarantee, any business continuity capabilities as a result of your use of the Disaster Recovery services.

12.15 Baseline RPO and RTO

- 12.15.1 Where you have not purchased Disaster Recovery services, the UK Secure Cloud Max Service shall be capable of meeting the RPOs and RTOs aligned with the Compliance Baseline. Unless otherwise specified in the Order the default RPOs and RTOs are both 24 hours.

12.16 VM Replication Enhanced Edition.

- 12.16.1 Solely where you purchase a Disaster Recovery service, RPOs and RTOs shall not be set commensurate with the Compliance Baseline, but instead, the RPOs and RTOs shall be aligned with the Disaster Recovery tier identified in the Order.

12.17 Active-Active

- 12.17.1 Alternatively, you can opt to deploy your Production Environments in an active-active manner, in which the Production Environment can also always be running in the Disaster Recovery Site. Notwithstanding, Active-active configuration is your responsibility, outside of the scope of the base UK Secure Cloud Max Service configuration and would typically require application-level support.

12.18 Security Incident Response

- 12.18.1 In the event of a security incident in your Infrastructure, such as a denial-of-service attack, BT reserves the right to suspend the UK Secure Cloud Max Service without notice as necessary (e.g., powering off or network-isolating Customer Appliances and OSIs), until completion of remediation.

13 Supplier Acceptable Use Policy ("AUP")

- 13.1 You shall not use the UK Secure Cloud Max Service or any related software, system, or network to engage in, foster, solicit, or promote illegal, or irresponsible behaviour including:
- 13.1.1 intentionally, knowingly, or recklessly introducing any malicious code into the UK Secure Cloud Max Service;
 - 13.1.2 conduct violating rules and conventions of any domain registrar, email service, bulletin board, chat group, or forum used in conjunction with the UK Secure Cloud Max Service or network (including using false, misleading, or deceptive TCP-IP packet header information in an email or newsgroup posting);



- 13.1.3 deceitfully collecting, transmitting, or using information, or distributing software which covertly gathers or transmits information about a User;
- 13.1.4 distributing advertisement delivery software unless the user affirmatively consents to download and installation based on clear and conspicuous notice of the nature of the software, and can easily remove software using standard tools included on major operating systems;
- 13.1.5 conduct likely to result in retaliation or adverse action against the UK Secure Cloud Max Service, or BT, its Supplier, or BT or its Supplier's network, website, or representatives (including resulting in listing of BT or Supplier IP space on an abuse database);
- 13.1.6 use of any BT or Supplier provided shared system in a way that unnecessarily interferes with the normal operation of the shared system, or consumes a disproportionate share of system resources;
- 13.1.7 gambling activity violating any applicable codes of practice, required licenses, or technical standards; and
- 13.1.8 You shall not use the UK Secure Cloud Max Service in any situation where failure or fault of the UK Secure Cloud Max Service could lead to death or serious bodily injury of any person, or to physical or environmental damage (including in connection with aircraft or other modes of human mass transportation, or nuclear or chemical facilities).

13.2 Mail Requirements

- 13.2.1 For bulk or commercial email sent by or on behalf of you using the UK Secure Cloud Max Service or from any network that directly or indirectly refers recipients to a site hosted using the UK Secure Cloud Max Service (including using third party distribution lists), you shall:
 - (a) post a privacy policy for each associated domain;
 - (b) post an email address for complaints in a conspicuous place on any associated website, promptly respond to messages sent to that address, and have means to track anonymous complaints;
 - (c) obtain affirmative consent to receive e-mail from intended recipients using reasonable means to verify ownership of the e-mail address, honour and notify recipients of consent revocation, and evidence consent within 72 hours of recipient or BT's request; and
 - (d) include the recipient's e-mail address in the e-mail body or "TO" line.

13.3 Domain Names, IP Addresses and DNS Records

- 13.3.1 You must maintain valid information with your Domain Name registrar for any domain hosted on the UK Secure Cloud Max Service and only use IP Addresses assigned to you by BT in connection with the UK Secure Cloud Max Service. You agree that BT or its Supplier may modify, transfer, or delete any DNS record or zone on the Supplier managed or operated DNS servers or services upon request from the registrant or administrative contact according to the registrar's WHOIS system.



Part E – Minimum Period Termination Charges

		Minimum Period of Service		
Month of Minimum Period of Service when termination is effective (“ Termination Date ”)		12 months	36 months	60 months
	Month 0-3	64%	49%	42%
	Month 4-6	68%	50%	43%
	Month 7-9	80%	52%	43%
	Month 10-12	100%	53%	44%
	Month 13-15	N/A	54%	45%
	Month 16-18		56%	46%
	Month 19-21		58%	47%
	Month 21-24		60%	48%
	Month 25-27		63%	49%
	Month 28-30		68%	50%
	Month 31-33		79%	51%
	Month 34-36		100%	52%
	Month 37-39		N/A	53%
	Month 40-42			54%
	Month 43-45			55%
	Month 46-48			56%
	Month 49-51			67%
	Month 52-54			78%
	Month 55-57			89%
	Month 58-60			100%

Example: a Termination Date within Month 0-3 of a 12-month Minimum Period of Service would result in Termination Charges equal to 64% of your remaining Recurring Charges for the UK Secure Cloud Max Service.

Part F – Defined Terms

14 Defined Terms

In addition to the defined terms in the General Terms, 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, 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. This is to make it easier for you to find the definitions when reading this Schedule.

“A&A Package” means the assessment and authorization set of documents, consisting of the System Security Plan, supporting security plans, test results, plan of action, and milestones.

“Affinity” means an option to keep instance attached to a host even if one stop and start it, by specifying instance affinity to a particular host.

“Availability Downtime” means the period of time during which a Severity Level 1 Incident exists as measured by BT in accordance with Paragraph 10.2.1.

“Availability Service Credit” means the Service Credit available for a failure to meet the Availability Service Level, as set out in Paragraph **Error! Reference source not found.**

“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.

“C drive / root storage” means the storage location for the Operating System.

“Cloud Infrastructure” means the hardware and software resources, which are located in enterprise-grade data centres, used to deploy the UK Secure Cloud Max Service, including the host servers, switches, firewalls, Hypervisor, and Operating System Instances provided by BT, as set forth in the Order(s). This excludes Customer Appliances.

“Compliance Baseline” means the defined set of security controls to which the UK Secure Cloud Max Service is managed.

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

“Contingency Plan” means the artifact of the Compliance Baseline A&A Package required by all cloud service providers. It denotes interim measures to recover information system services following an unprecedented emergency or system disruption.

“Customer Appliance” means any virtual machine (VM) owned and managed by you.

“Customer Configuration” means BT’s or your information technology system (hardware, software, and/or other information technology components) which is the subject of the UK Secure Cloud Max Service or to which the UK Secure Cloud Max Service relates.

“Customer Data” means all data which you receive, store, or transmit on or using the Customer Configuration.

“Customer Equipment” means any equipment including any Purchased Equipment and any software, other than BT Equipment, used by you in connection with a UK Secure Cloud Max Service.

“De-installation Charges” means any de-installation charges payable by BT to the Supplier.

“Deprecated Service” means a Supplier-provided element of the UK Secure Cloud Max Service, which may include software, hardware, networking, storage, support, or any component thereof, that is designated “End of Sale”, “End of Support” or “End of Life” by the Supplier.

“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 UK Secure Cloud Max Service, as set out in the Order.

“Disaster Declaration” means the submission by the authorised Customer Contact of a Ticket, via the process set out at Paragraph 9, declaring a disaster event and requesting that BT initiate a restoration of the Production Environment at its Disaster Recovery Site.

“Disaster Recovery Site” means the secondary site where your production data will be replicated.

“Disaster Recovery Testing” means verifying the processes and services in place through simulated recovery of a mutually agreed-upon portion of the Production Environment in the Disaster Recovery Site.

“Domain Name” means a readable name on an Internet page that is linked to a numeric IP Address.

“Enabling Service” has the meaning given in Paragraph 5.1.

“File Integrity Monitoring” or **“FIM”** has the meaning set out at Paragraph 2.5(c).

“General Terms” means the general terms to which this Schedule is attached or can be found at www.bt.com/terms, and that form part of the Contract.

“Hypervisor” means the software that provides the capability to deliver Virtual Machines.



“Incident” means an unplanned interruption to, or a reduction in the quality of, the UK Secure Cloud Max Service.

“Installation Charges” means those Charges set out in any applicable Order in relation to installation of the UK Secure Cloud Max Service.

“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.

“ISO Image” means a computer file that is an exact copy of an existing file system.

“ITIL” means Information Technology Infrastructure Library.

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

“Minimum Period Termination Charges” shall mean the Charges set out in Part E.

“Minimum Period of Service” means a period of 12, 36 or 60 consecutive months as specified in the Order beginning on the Service Start Date, unless set out otherwise in any applicable Order.

“Monthly Recurring Charges” means the monthly Recurring Charges for the UK Secure Cloud Max Service and the sum of the Usage Charges for the three full previous months divided by three.

“NCSC” means National Cyber Security Centre.

“Notice of Renewal” has the meaning given in Paragraph **Error! Reference source not found.**

“Notice to Amend” has the meaning given in Paragraph **Error! Reference source not found.**

“Operating System(s)” or **“OS”** means a set of software that manages computer hardware resources and provides common services for computer programs.

“Operating System Instance” or **“OSI”** means an independent, functional virtual or bare metal server running an operating system that is both supported by the operating system manufacturer and offered by BT. This excludes Customer Appliances.

“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.

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

“Production Environment” means your total environment, encompassing the entirety of the UK Secure Cloud Max Service being delivered to you in support of your production cloud solution, but explicitly excludes any resources designated “non-production” and/or “dev/test”. This is inclusive of Cloud Infrastructure, Customer Appliances, OSIs, Compliance Baseline, and any optional services as provided by BT and set forth in the Order(s).

“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) the UK Secure Cloud Max Service has been modified or altered in any way by you, or by BT in accordance with your instructions;
- (b) Planned Maintenance;
- (c) you 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) you requested BT to test the UK Secure Cloud Max Service at a time when no Incident has been detected or reported.

“Recovery Point Objective” or **“RPO”** means the maximum period of permitted data loss upon Restoration Success, measured in hours preceding the time of failure.

“Recovery Time Objective” or **“RTO”** means the duration of time, measured in hours, between BT confirmation of a Disaster Declaration and Restoration Success.

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

“Renewal Period” means for each UK Secure Cloud Max Service, the initial 12-month period following the Minimum Period of Service, and each subsequent 12-month period or such renewal period as otherwise mutually agreed in the Order.

“Restoration Success” means that the Operating System Instances at the Disaster Recovery Site are online and available for you to use.

“Service Desk” means the helpdesk that you are able to contact to submit service requests, report Incidents and ask questions about the UK Secure Cloud Max Service.

“Service Management Boundary” has the meaning given in Paragraph 1.

“Service Options” has the meaning given in Paragraph 3.

“Severity Level 1 Incident” means a Qualifying Incident that cannot be circumvented and that constitutes a complete loss of service.



“**Site**” means a location at which the UK Secure Cloud Max Service is provided.

“**Solution Escalation Action Plan (SEAP)**” means the jointly prepared customer management plan that shall define the steps to be taken by BT when responding to incidents, tickets, and alerts. Specific monitoring thresholds are also documented in the SEAP.

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

“**Supplier**” means Rackspace International GmbH or any other supplier BT may use to deliver the UK Secure Cloud Max Service.

“**Supplier Termination Charges**” means any charges, costs, fees or expenses payable by BT to the Supplier upon cancellation prior to the Service Start Date by the Customer.

“**System Security Plan**” means the main document of the A&A Package detailing how a cloud service provider manages the security controls throughout the lifecycle of the UK Secure Cloud Max Service, in accordance with the Compliance Baseline. In addition to the narrative of the security control implementation, it also includes a system description of the components and services inventory, and depictions of the system’s data flows and authorization boundary.

“**Template**” means a reusable configuration for Virtual Machines.

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

“**UK Secure Cloud Max Service**” has the meaning given in Paragraph 1.

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

“**vCPU**” means virtualizes central processing units.

“**Virtual Machine**” or “**VM**” means a self-contained operating system that functions as a separate server.

“**VM Snapshot**” means the file-based snapshot of the state, disk data, and configuration of a Virtual Machine at a specific moment in time.

“**vRAM**” means virtual random-access memory or virtualised memory available to a Virtual Machine.



A Note On 'You'

'You' and 'your' mean the Customer.

Data Processing Annex

1 Subject Matter Of The Processing Of Personal Data

This Data Processing Annex sets out the details regarding how Customer Personal Data is Processed when providing the UK Secure Cloud Max Service.

2 Duration Of The Processing Of Personal Data

BT or its Supplier will Process the Customer Personal Data for the UK Secure Cloud Max Service as set out in this Annex for as long as BT provides the UK Secure Cloud Max Service and for as long as BT may be required to Process the Customer Personal Data in accordance with Applicable Law.

3 The Nature And Purpose Of The Processing Of Personal Data

3.1 The nature and purpose of the Processing of Customer Personal Data by BT includes:

- 3.1.1 BT and its Supplier will provide, manage and monitor your single and or multi-tenanted cloud storage infrastructure.
- 3.1.2 BT via its Supplier Processes any information that you (or your employees, agents or subcontractors) upload to the UK Secure Cloud Max Service, which may include Customer Personal Data. For the avoidance of doubt, you are the Data Controller of such Customer Personal Data. Neither BT or its Supplier has control or oversight of the nature of the data that is being stored on its servers, or the purpose that you are fulfilling in such storage.

4 Types Of Personal Data and Categories of Data Subjects

4.1 The types of Customer Personal Data Processed by BT or its Supplier or you will be:

- 4.1.1 Name;
- 4.1.2 Email address;
- 4.1.3 Phone number;
- 4.1.4 Postcode/ Address;
- 4.1.5 Title;
- 4.1.6 Company name;
- 4.1.7 IP address;
- 4.1.8 Passwords;
- 4.1.9 Access codes;
- 4.1.10 Authentication tokens; and
- 4.1.11 Account numbers

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

4.2 The Customer Personal Data will concern the following categories of Data Subjects:

- 4.2.1 your customers;
- 4.2.2 your end users; and
- 4.2.3 your employees, directors and contractors.

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