



BT Hybrid Cloud Practice – BT Compute Consultancy Services Statement of Work (SoW)

BT Reference:

Customer Reference (optional):

Part A – Order details BT Compute Hybrid Cloud Practice

Customer details		BT	
Company name (IN FULL):	[please insert]	Registered name:	[please insert]
Address:	[please insert]	Registered address:	[please insert]
Registered number (if applicable):	[please insert]	Registered number:	[please insert]
VAT Number (if applicable):	[please insert]	VAT number:	[please insert]

Customer contact		Contact for the services	
Name:	[please insert]	Name:	[please insert]
Address:	[please insert]	Address:	[please insert]
Postcode:	[please insert]	Postcode:	[please insert]
Email:	[please insert]	Email:	[please insert]
Phone number:	[please insert]	Phone number:	[please insert]

Customer billing details		BT contact for complaints	
Name:	[please insert]	Name:	[please insert]
Address:	[please insert]	Address:	[please insert]
Postcode:	[please insert]	Postcode:	[please insert]
Email:	[please insert]	Email:	[please insert]
Phone number:	[please insert]	Phone number:	[please insert]

Order details:		
Order Service	PS Service Catalogue	Check box to order
	BT Hybrid Cloud Practice - Professional Services Consultancy (as detailed below)	☐
	BT Hybrid Cloud Practice - Build & Migrate (as detailed below)	☐
Service Identifier for this order	[please insert]	
Order date:	[please insert]	
Effective date:	Start date to be scheduled [please insert]	
Billing:	The Charges are set out in Part C of this SoW.	
Contract Reference:	The following attachment is expressly incorporated into, and made part of, this SoW:	



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[please insert per country a reference to the applicable General Terms and Conditions – in case of doubt, please contact a legal representative for the legal BT entity entering into this SOW]

Part B – Terms

The Customer is ordering the BT Hybrid Cloud Practice Service(s) from BT in accordance with the service specific details and the Charges as set out in this Statement of Work. Any Charge in this Statement of Work is exclusive of VAT.

This Statement of Work is considered to be an order subject to the applicable General Terms and Conditions as referred to in the "Contract Reference" above, to the exclusion of any other terms.

As this BT Hybrid Cloud Practice Service is associated with public cloud services, any ordering of such public cloud services from BT is subject to separate terms and conditions.

Once the Deliverables as set out in this Statement of Work are completed, BT shall provide notice to the Customer. If the Customer does not raise any material objections in writing within 10 Business Days after receiving BT's notification; the Deliverables are considered to be accepted by the Customer. Any request for additional work after this acceptance date is subject to a new Statement of Work; whereby the new Deliverables, including the new applicable Charges for these Deliverables will be agreed.

Either Party may wish to change this Statement of Work and will notify the required changes by written notice.

If a change is initiated by the Customer, BT will confirm within 15 days to the Customer if the requested changes to this agreed Statement of Work can be implemented if this will result in any changes to the Charges payable under this Statement of Work.

Any agreed changes will be documented and signed in writing by a new Statement of Work

If the outcome of the BT Hybrid Cloud Practice - Professional Services Consultancy would be that no migration is possible to the respective public cloud services, then the BT Hybrid Cloud Practice - Build&Migrate Service is automatically cancelled and the Customer shall only pay the applicable Charges for the BT Hybrid Cloud Practice - Professional Services Consultancy Service.

[BT Internal Note: 60 is the default; but can, depending on the project and the duration, be changed]

The Customer may, at any time terminate the ordered BT Hybrid Cloud Practice Service and this Statement of Work for convenience by giving [60] days' notice to BT.

If the Customer terminates the ordered BT Hybrid Cloud Practice Service and this Statement of Work for convenience or if BT terminates the ordered BT Hybrid Cloud Practice Service and this Statement of Work for material breach due to the Customer, as set out in the applicable General Terms and Conditions; the Customer shall pay to BT:

- all outstanding Charges or payments due and payable under this Statement of Work for any Deliverables or part of Deliverables provided as at the date of termination; and
- any other Charges as set out in this Statement of Work, like travel and accommodation expenses.

In relation to the data processing provisions as set out in applicable General Terms and Conditions as referred to in the "Contract Reference" above, the nature of the BT Hybrid Cloud Practice Service - as set out in Part C of this Statement of Work – doesn't include any Processing of Customer personal data by BT. No Personal Data is utilised by BT beyond that needed for provisioning, assurance and billing purposes. BT is the Controller for this Personal Data.



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Part C – Services and Charges

1 Service Overview

The BT Hybrid Cloud Practice Service is a professional consulting service consisting of a range of ad hoc project activities to complex digital transformation work, including, assessing the Customer's current IT environment, establishing a suitable migration strategy and providing relocation along with modernisation of the Customer's IT estate into a public cloud in accordance with the requirements set out this Statement of Work. For this reason the BT Hybrid Cloud Practice Service consist of two (2) Service elements, as further described in this Statement of Work; being:

- o Service i – BT Hybrid Cloud Practice - Professional Services Consultancy; and
- o Service ii - BT Hybrid Cloud Practice - Build & Migrate

Both Service elements are provided by BT and/or its Supplier during Business Hours.

2 Service i – BT Hybrid Cloud Practice- Professional Services Consultancy

2.1 Service i – Service Description and general Deliverables

[BT Internal Note: the below Service Descriptions and Deliverables are for guidance and provides a list the possible deliverables possible for each Service. The respective BT Compute Sales Specialist needs to revise this to ensure only the he exact deliverables of each project are captured in this SOW]

- 2.1.1 BT will review the Customer's current IT infrastructure to understand its suitability to receive BT Hybrid Cloud Practice Service and provide the Customer with a high level report functionality which will consist of:
 - (a) analysis of the Customer's current IT infrastructure, challenges and goals;
 - (b) reviewing the types of applications and virtualisation used on the Customer's IT infrastructure;
 - (c) understanding the number of data centres, servers, databases and other computing components that make up the Customer's IT infrastructure; and
 - (d) estimated effort to complete the migration.
- 2.1.2 Based on the outcome of the report produced in accordance with Paragraph 0, BT will provide the Customer with:
 - (a) an assessment of the risks of migrating the Customer's IT infrastructure to BT Hybrid Cloud Practice Service consisting of:
 - (i) compatibility with a suitable public cloud service; and
 - (ii) system modernisation, performance and risk assessment;
 - (b) high level design and requirements to migrate the Customer's IT infrastructure to a public cloud service consisting of:
 - (i) system, applications and service mapping;
 - (ii) logical topology design on public clouds;
 - (iii) network architecture design based on hybrid cloud architecture;
 - (iv) recommended data protection services;
 - (v) cloud architecture aligned to the Customer's business strategy;
 - (vi) disaster recovery design;
 - (vii) migration strategy for different system components;
 - (viii) cost evaluation for each cloud resource; and
 - (ix) delivery planning for cloud migration.

2.2 Service i – Customer Requirements

[BT Internal Note: please add any other customer specific requirements.]

Customer requires

2.3 Service i – Term, Acceptance Criteria and additional specifications.

2.3.1 Term



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BT Reference:

Customer Reference (optional):

[BT Internal Note: please add the estimated term for these providing these deliverables; or the man-hours required if billed in man-hours.]

XXX

2.3.2 Acceptance Criteria

[BT Internal Note: please add the respective (objective & measurable) acceptance criteria. Depending on the deliverable(s) agreed above; these can be either per deliverable, or can be linked to a combination of deliverables]

XXX

2.3.3 Any additional specifications

[BT Internal Note: if some special specifications needs to be added, not covered in above, please add this here.]

XXX

2.4 Service i – Applicable Charges

BT will invoice the Customer for the following Charges:

[BT Internal Note: please add the respective applicable charges for above deliverables. This can be a lump sum or man-hour rates and for more complex/longer projects phased on milestones]

XXX

This Charge is exclusive any travel expenses incurred as part of delivering this engagement.

- Optional; if travelling is required the following additional Charges will apply XX.
- Optional; if expediting provision is required the following additional Charges will apply XX.

3 Service ii - BT Hybrid Cloud Practice - Build&Migrate

3.1 Service ii – Service Description

[BT Internal Note: the below Service Descriptions and Deliverables are for guidance and provides a list the possible deliverables possible for each Service. The respective BT Compute Sales Specialist needs to revise this to ensure only the he exact deliverables of each project are captured in this SOW]

3.1.1 BT will migrate the Customer to a public cloud provider in accordance with the high level design BT has provided to the Customer in accordance with Paragraph **Error! Reference source not found.** consisting of:

- application system architecture modernisation;
- database modernisation;
- application modernisation;
- system test validation;
- migration preparation;
- finalisation of low level design document;
- cloud resource provisions and configuration, environment setup;
- migration tools configuration and validation;
- database and file system migration, backup solution;
- security service provisions and configuration;
- hybrid cloud architecture implementation;
- disaster recovery architecture implementation;
- delivery of cloud environment deployment information document;
- business verification support, which aims to check if the application could run well in the chosen public cloud;
- data verification, which aims to check if the data is consistent with the legacy system;
- comprehensive testing of services on a public cloud;



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- (q) infrastructure performance benchmark test, which includes network performance test, computing performance test and storage input and output performance test;
- (r) security test, if needed;
- (s) migration rehearsal and validation, including cloud resource setup, application deployment, database and file system migration and synchronisation validation;
- (t) go-live, traffic and business switchover; and

3.2 Service ii – Customer Requirements

[BT Internal Note: please add any other customer specific requirements.]

Customer requires

3.3 Service i – Term, Acceptance Criteria and additional specifications.

3.3.1 Term

[BT Internal Note: please add the estimated term for these providing these deliverables; or the man-hours required if billed in man-hours.]

XXX

3.3.2 Acceptance Criteria

[BT Internal Note: please add the respective (objective & measurable) acceptance criteria. Depending on the deliverable(s) agreed above; these can be either per deliverable, or can be linked to a combination of deliverables]

XXX

3.3.2 Any additional specifications

[BT Internal Note: if some special specifications needs to be added, not covered in above, please add this here.]

XXX

3.4 Service ii - Charges

BT will invoice the Customer for the following Charges:

[BT Internal Note: please add the respective applicable charges for above deliverables. This can be a lump sum or man-hour rates and for more complex/longer projects phased on milestones]

XXX

This Charge is exclusive any travel expenses incurred as part of delivering this engagement.

- Optional; if travelling is required the following additional Charges will apply XX.
- Optional; if expediting provision is required the following additional Charges will apply XX.



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Part D – Parties' Obligations

BT shall provide and manage the ordered BT Hybrid Cloud Practice Services in accordance with the terms of this Statement of Work.

BT will have no responsibility for the BT Hybrid Cloud Practice Services which are not part of the Deliverables as set out in Part C, including:

- o application migration if virtual to virtual or physical to virtual migration isn't feasible for the Customer's IT infrastructure;
- o application verification after migration to a public cloud;
- o application modernisation (unless expressly agreed with BT as set out in the Statement of Work);
- o application function and performance testing after migration to a public cloud;
- o application configuration modification within a public cloud environment;
- o operations related to applications during the system cutover, such as application starting and stopping; and
- o application development.

In order for BT to provide the Customer with the BT Hybrid Cloud Practice Service the Customer will ensure that the Customer provides BT with:

- o all requested information on the Customer's current IT infrastructure or any other information that BT reasonably requires in order to provide the Customer with the BT Hybrid Cloud Practice Service;
- o access to the Customer's current IT infrastructure including ensuring that the Customer has all necessary consents, licences or other authorisations to allow BT to access the Customer's current IT infrastructure;
- o all documentation pertaining to the Customer's current environment;
- o provide professional and prompt liaison with BT in order to review progress on delivering the BT Hybrid Cloud Practice Service; and
- o monitor and maintain any Customer equipment connected to the BT Hybrid Cloud Practice Service or used in connection with BT Hybrid Cloud Practice Service;

BT will not be liable for any delay in delivering the BT Hybrid Cloud Practice Service if the Customer does not comply with any of the provisions of this Statement of work.

Acceptance procedure. After receiving notice from BT, the Customer shall carry out within five Business Days acceptance tests for the respective Deliverable(s) as set out in Part C. The acceptance test shall be based on the acceptance criteria as agreed for the respective Deliverable(s) as set out in Part C. The acceptance date of the respective Deliverable(s) occurs on:

- o the date on which the Customer has confirmed acceptance in writing during this five Business Days test period; or
- o the expiry date of this five Business Days test period; except if the Customer has notified BT in writing that the Service has not passed the acceptance tests.

In the event that the acceptance tests are not passed, BT shall remedy the non-conformance without undue delay, notify the Customer that BT has remedied the non-conformance and provide the Customer a new five (5) Business Days acceptance period.

[BT Internal Note: you may delete this provision below in consultation with your local legal representative; e.g. if already covered in the respective GTCs]

Due to the pandemic disease caused by Coronavirus ('Covid 19') that is impacting workforces and supply chains globally, all lead times or other delivery times set out in this SoW or otherwise communicated by BT, may be subject to delay or change. BT will notify the Customer of any such delay or change as soon as reasonably practicable and will keep the Customer informed where reasonably required. BT shall work to minimise the impact that the Covid-19 pandemic may have on its service performance. By submitting this SoW, BT is not waiving its rights pertaining to potential force majeure events or other matters beyond its reasonable control under the applicable laws.



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Part E – Definitions

- **Business Hours** means the local standard business hours of 09:00 – 18:00 for the applicable time zone(s) in the country(ies) in which the services are being performed, from Monday to Friday excluding public holidays in the applicable country.
- **Deliverables** means all documents, analysis, output, products and materials developed by the Supplier specifically for the Customer in connection with the Statement of Work, including data, reports and specifications (including drafts).
- **BT Hybrid Cloud Practice Service** has the meaning as set out in Part C of this Statement of Work.

Words that are capitalised in this Statement of Work but have not been defined in this Statement of Work, will have the meanings given to them in the General Terms and Conditions.

Part F – Signatures

The persons signing this Statement of Work hereby confirm to be authorised to sign this Statement of Work.