



## 1 Definitions and Abbreviations

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

**"Achieved Availability Service Level"** is the actual time that the core features and functionalities of the BT SEP Service are available during a given calendar month as further described in Paragraph 8.2.

**"API"** means application programming interface

**"Associated Service"** or **"Enabling Service"** has the meaning given in Paragraph 4.1.2.

**"AV"** means anti-virus.

**"BT Cyber SOC"** means the BT team of threat hunters, based in Skelmersdale, UK;

**"Business Hours"** means from 8.00am until 5.00pm during Business Days.

**"CDM"** means Cyber Defence Manager; the management console coordinating alerts from the endpoints, and reporting to BT.

**"Change Management Portal"** means a portal that allows the Customer to submit Simple Service Requests and on which BT will report to the Customer completion of the Simple Service Request.

**"Customer Equipment"** means any equipment and any software, other than BT Equipment, used by the Customer in connection with a BT SEP Service.

**"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 BT SEP Service, as set out in the Order.

**"Downtime"** means the period of time during which is the BT SEP Service is unavailable in a given calendar month subject to the provisions as set out in Paragraph 8.

**"EULA"** has the meaning given in Paragraph 4.1.3.

**"Emergency Maintenance"** means an event requiring immediate attention in order safeguard the integrity and security of the Service in order to avoid that any further delay would expose the Parties to a higher degree of potential harm and/or risk.

**"Excluded Problem"** has the meaning given in Paragraph 8.4.

**"Filemon"** means a registry monitor and process activity report tool.

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

**"Planned Maintenance"** means any maintenance BT has planned to do in advance as set out in Paragraph 3.3.4.

**"Role Based Access"** means the level of permissions granted to access the Service based upon the role assigned to the user by the super administrator as set out by BT from time to time.

**"Service"** or **"BT SEP Service"** has the meaning given in Paragraph 2.

**"Service Credit(s)"** means the compensation the Customer may claim from BT for not meeting the Service Levels as set out in Paragraph 8.

**"Service Desk"** means the BT helpdesk that the Customer is able to contact to submit service requests, report Incidents and ask questions about the SEP Service.

**"Service Level"** means an agreed level of service as set out in Paragraph 8.

**"Service Management Boundary"** has the meaning given in Paragraph 3.5.

**"Simple Service Request"** means a security policy change request.

**"Standard Service Components"** has the meaning given in Paragraph 2.2.

**"Supplier"** means Symantec Corporation, 350 Ellis Street Mountain View, CA94043, United.

**"Target Availability Service Level"** has the meaning given in Paragraph 8.2.

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

**"Total Attempts"** means the number of times the Customer correctly attempts to access the BT SEP Portal within any given calendar month.

**"Total Time"** means the total time in any given calendar month.

## 2 Service Description

### 2.1 Service Overview

The BT SEP Service is a cloud based endpoint protection platform, protecting the selected devices from malware, including trojans, worms, viruses, whilst applying Customer agreed policies and reporting on activity



within the Device. The BT SEP Service sends alerts to the BT Cyber SOC, who will evaluate attacks and advise the Customer on remedial action necessary to remediate the problem.

## 2.2 Standard Service Components

As part of the standard Service and up to the point of the Service Management Boundary, BT will provide the Customer:

- 2.2.1 **BT SEP Portal:** This is a portal that provides the Customer with a right to access and use the BT SEP Service enabling the Customer to protect the selected Devices from malware, including trojans, worms, viruses, zero-day threats, targeted advanced persistent threats and rootkits.
- 2.2.2 **SOC:** Is a functionality of the BT SEP Service which allows a Device to be monitored by utilising Customer data traffic in order to detect any security incidents. The SOC provides the Customer with the following:
  - (a) Where an alert is detected, a warning will be raised and reported to the Customer, the Customer can access the BT SEP Portal to confirm and initiate any corrective investigation. Once the Incident is resolved the Customer will respond with confirmation to BT that the event is closed.
  - (b) The Customer may report high levels of medium severity alerts, which will be logged by the BT support team as set out in Paragraph 2.2.3 below and then passed to the SOC for further investigation.
- 2.2.3 **First Line Support – Service Desk.** The first line support (Service Desk) will receive reports from the Customer, and use structured questions to record the details of the Incident which the Customer report to BT. BT will generate a Ticket which will then be sent to the second line support.
- 2.2.4 **Second Line Support – Cyber Analysts within the SOC.** The second line support:
  - (a) provides monitoring and troubleshooting related to SOC operations working with BT SEP Service technologies and other core network security products;
  - (b) determines critical system and data integrity;
  - (c) provides for new analytic methods for detecting threats;
  - (d) will escalate to the third line support, in relation to Incidents with BT SEP Service management environment; and
  - (e) will receive and implement the Simple Service Requests and, once complete, confirm these changes to the Customer via the Change Management Portal.
- 2.2.5 **Third Line Support – Supplier Support Team.** Third line support (provided by the Supplier) will deal with escalations from second line support (provided by BT) as set out in Paragraph 2.2.4, and use the investigations carried out by BT to support an Incident effectively.
- 2.2.6 **Incursion:**
  - (a) **Network Intrusion Prevention, URL and Firewall Policies:** is a network threat protection technology which analyses incoming and outgoing traffic and aims to block threats while they travel through the network before hitting endpoints. BT provides rules based firewall and browser protection to protect the Customer against web-based attacks.
  - (b) **Application Behavioural Control:** which controls file and registry access and how processes are allowed to run.
  - (c) **Device Control:** BT will restrict access to selected hardware to enable the Customer to control what types of Devices can upload or download information. BT can also provide additional external media control, combined with Device control to offer the Customer more flexible control policies.
  - (d) **Memory Exploit Mitigation:** this is a signature-less technology which aims to neutralise zero-day exploits in popular software that have not been patched and detects malware to prevent infection.
  - (e) **File Reputation Analysis:** BT utilises a global intelligence network to correlate tens of billions of linkages between users, files, and websites to proactively block more threats and defend the Customer against rapidly mutating malware. BT analyses file attributes to identify if a file is good or bad and assign a reputation score before the file arrives at the endpoint. Utilising file reputation analysis ensures that only 'at-risk' files are scanned, reducing the overall scan time.
  - (f) **Machine Learning:** is an advanced machine learning program on the endpoint which aims to stop new and unknown threats and thereby reduce dependence on signatures. Utilising samples of good and bad files in the global intelligence network in order to train the machine learning and thereby result in a low false positive rate.
  - (g) **Emulation:** is a high-speed emulator which detects hidden malware, and causes threats to reveal themselves.



- (h) **Anti-virus File Protection:** is a signature-based antivirus and advanced file software to look for and eradicate malware on a system to protect against viruses, worms, trojans, spyware, bots, adware, and rootkits.
- (i) **Behavioural Monitoring:** this monitors file behaviours within the BT SEP Service which leverages machine learning to aim to provide zero-day protection, by preventing new and unknown threats in real-time to determine file risk and prevent the risk of infection.
- (j) **Network Intrusion Prevention, URL and Firewall Policies:** BT will analyse any incoming and outgoing data in order to block threats to the Customer data while they travel through the network.

### 2.3 Service Options

There are currently no Service options available for the BT SEP Service.

## 3 BT's Responsibilities

In addition to any other BT obligations as set out in the Agreement:

### 3.1 Prerequisites

Throughout the provision of the BT SEP Service, BT will provide the Customer with contact details for the Service Desk.

### 3.2 Service Delivery – Commissioning of the Service

3.2.1 BT will provide the Customer the ordered licenses with instructions on how to download the licence pack and deploy licensed agent software to the endpoint Devices selected.

3.2.2 The Operational Service Date will be the date that provided these instructions to the Customer.

### 3.3 During Operation

On and from the Operational Service Date, BT:

3.3.1 will respond and remedy an Incident reported by the Customer in line with Incident reporting procedures and the Service Levels as set out in Paragraph 8.

3.3.2 will maintain a web portal and server to provide the Customer with online access to performance reports;

3.3.3 shall, in the event of a security breach, protect the integrity of BT SEP Service and may require the Customer to change any or all of the Customer's passwords; and

3.3.4 may carry out Planned Maintenance from time to time and will use reasonable endeavours to inform the Customer at least five (5) Business Days before any Planned Maintenance on the BT SEP Service and the total number of such Planned Maintenance periods shall not exceed four (4) in any calendar month. For the avoidance of doubt any emergency maintenance shall not be considered as Planned Maintenance. Emergency maintenance may be performed without advance notice to the Customer and may apply for e.g. emergency patch to the Service system, for example, to address P1/P2 Incidents.

### 3.4 The End of the Service

On termination of the BT SEP Service by either Party, BT shall a) delete elements of Content hold by BT and b) ensure the Supplier shall do the same.

### 3.5 BT Service Management Boundary and Exclusions

3.5.1 BT will provide and manage the BT SEP Service in accordance with the provisions of this Schedule and as set out in any applicable Order up to the Service Management Boundary. The Service Management Boundary for this Service is up to the CDM in the cloud.

3.5.2 BT will have no responsibility for the BT SEP Service outside the Service Management Boundary.

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

3.5.4 BT does not guarantee a) that the BT SEP Service will detect or block all malicious threats; and b) the security of the Customer Equipment against all kinds of unauthorised or unlawful access or use.

3.5.5 BT will not be responsible for any inability to provide or degradation of the BT SEP Service due to Excluded Problems.

## 4 The Customer's Responsibilities

In addition to any other Customer obligations as set out in the Agreement:

### 4.1 Prerequisites

Throughout the provision of the BT SEP Service, the Customer will comply with following prerequisites:

#### 4.1.1 Employer Disclosure



- 4.1.1.1 In jurisdictions where an employer is legally required to make a disclosure to its Users and other employees, the Customer will:
- (a) inform the Users that as part of the BT SEP Service being delivered by BT, BT may monitor and report to the Customer the use of any targeted applications by them; and
  - (b) ensure that the Users have consented or are deemed to have consented to such monitoring and reporting (if such consent is legally required).
- 4.1.1.2 The Customer will be liable to BT for any claims, losses, costs or liabilities incurred or suffered by BT due to Customer's failure to comply with this Paragraph 4.1.1.

### 4.1.2 Associated Service – Enabling Service

- 4.1.2.1 The Customer will have the following Associated Service in place that are necessary for the Service to function and will ensure that this Associated Service meets the requirements provided by BT at contracting:
- (a) an IP connection allowing BT SEP Service to connect to the cloud based CDM.
- 4.1.2.2 If BT provides the Customer with any services other than the BT SEP Service (including, but not limited to any Associated Service), this Schedule will not apply to those services and those services will be governed by their separate terms.

### 4.1.3 End User License Agreement (EULA)

- 4.1.3.1 BT will only provide the BT SEP Service if the Customer has entered into the EULA with the Supplier in the form set out at <https://www.symantec.com/content/dam/symantec/docs/eulas/licensing-agreement/endpoint-protection-14.0.1-eula-en.pdf>. A copy of the current version of the EULA is set out in attached Appendix.
- 4.1.3.2 As the EULA may be amended or updated from time to time, the Customer hereby acknowledges having read and accepted the latest version of the EULA provided by BT before placing an Order with BT for this Service and the Customer will enter into the EULA for the Customer's own benefit and the rights, obligations, acknowledgements, undertakings, warranties and indemnities granted in accordance with the EULA are between the Customer and the Supplier and the Customer will deal with the Supplier with respect to any loss or damage suffered by either of the Customer as such loss or damage will not be enforceable against BT. The Customer will observe and comply with the EULA for any use of the applicable Software. If the Customer does not comply with the EULA:
- (a) BT may restrict or suspend the BT SEP Service upon reasonable notice.;
  - (b) the Customer will continue to pay the Charges for the BT SEP Service until the end of the Minimum period of Service; and
  - (c) BT may charge a re-installation fee to re-start the BT SEP Service.
- 4.1.3.3 Where the EULA is presented in a 'click to accept' function and the Customer requires BT to configure or install Software on the Customer's behalf, BT will do so as the Customer's agent and bind the Customer to the EULA. For this purpose, the Customer hereby already grants to BT a mandate to enter into the EULA in the Customer's name and on its behalf. BT and the Customer may for this also execute a power of attorney as part of the Order.

## 4.2 Service Delivery

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

- 4.2.1 be responsible for downloading licence pack, and deploying licensed agent software to the endpoint Devices selected;
- 4.2.2 identify which employees will have access to the service, supply their name, and email address for their individual Role Based Access to be created;
- 4.2.3 once BT SEP access credentials are received, be responsible for the complete set up of the User(s), including password creation.

## 4.3 During Operation

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

- 4.3.1 ensure that the Customer Contact will take incident reports from Users and pass these to the Service Desk using the reporting procedures agreed between BT and the Customer, and is available for all subsequent incident management communications;
- 4.3.2 monitor and maintain any Customer Equipment connected to the BT SEP Service or used in connection with the BT SEP Service;



- 4.3.3 with regard to security measures to be undertaken for this Service:
- (a) ensure the proper use of any user names, personal identification numbers and passwords used with the BT SEP Service, and the Customer will take all necessary steps to ensure that they are kept confidential, secure and not made available to unauthorised persons.
  - (b) ensure the security and proper use of all valid User access profiles, passwords and other systems administration information used in connection with the BT SEP Service and:
    - (i) immediately terminate access for any person who is no longer a User;
    - (ii) 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;
    - (iii) take all reasonable steps to prevent unauthorised access to the BT SEP Service;
    - (iv) satisfy BT's security checks if a password is lost or forgotten; and
    - (v) change any or all passwords or other systems administration information used in connection with the BT SEP Service if BT requests the Customer to do so in order to ensure the security or integrity of the BT SEP Service;
  - (c) distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the BT SEP Service;
  - (d) maintain a written list of current Users and provide a copy of such list to BT within five (5) Business Days following BT's written request at any time;
  - (e) ensure that any Customer Equipment that is connected to the BT SEP Service or that the Customer uses, directly or indirectly, in relation to the BT SEP Service is:
    - (i) adequately protected against viruses and other breaches of security;
    - (ii) technically compatible with the BT SEP Service and will not harm or damage the Associated Services, or any of BT's suppliers' or subcontractors' network or equipment; and
    - (iii) 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;
  - (f) immediately disconnect any Customer Equipment, or advise BT to do so at the Customer's expense, where Customer Equipment:
    - (i) does not meet any relevant instructions, standards or applicable law; or
    - (ii) contains or creates material that is in breach of applicable laws and the conditions of this Agreement and the Customer is contacted by BT about such material,
  - (g) redress the issues with the Customer Equipment prior to reconnection to the BT SEP Service;
- 4.3.4 notify BT of any planned work that may cause an Incident;
- 4.3.5 ensure that all Associated Services are adequately maintained throughout the provision of the BT SEP Service;
- 4.3.6 with regard to the permitted Users for this Service:
- (a) ensure that the maximum number of Users will not exceed the permitted number of User identities as set out in any applicable Order;
  - (b) not allow any User specific subscription to be used by more than one individual User unless it has been reassigned in its entirety to another individual User, in which case the Customer will ensure the prior User will no longer have any right to access or use the BT SEP Service; and
  - (c) inform BT within five (5) Business Days if the number of Users increases by more than five (5) per cent from the number of Users as set out in any applicable Order.

## 5 Charges and Payment Terms

- 5.1 Charges will be as detailed on the Order and will be paid in accordance with the General Terms and Conditions of the Agreement.
- 5.2 Charges will be invoiced as follows:
- (a) Installation Charges from the Operational Service Date;
  - (b) Recurring Charges from the Operational Service Date and depending on the option selected on the Order; either:
    - (i) annually in advance; or
    - (ii) monthly in advance on the first day of the relevant calendar month. The monthly payment option incurs a premium over annual billing and for any period where the BT SEP Service is provided for less than one calendar month, the recurring Charges will be calculated on a daily basis; and
  - (c) Any termination Charges incurred upon termination of the relevant Service.
- 5.3 Additional Charges may apply as agreed on an Order:



- (a) for expediting provision of the BT SEP Service at Customer's request after BT has informed the Customer of the Customer Committed Date;
- (b) for commissioning the BT SEP Service outside of Business Hours;
- (c) if the Customer has informed BT that the number of Users increases by more than 5 per cent from the number of Users as set out in any applicable Order or if BT can demonstrate by management reports that the number of Users exceeds that limit. In such event the Parties agree to increase the Charges proportionately; and
- (d) any other Changes as Parties may agree on an Order.

5.4 The Customer agrees to cover any additional expenses and costs BT may have incurred:

- (a) as result of Customer's non-compliance with the Customer obligations as set out in this Schedule and/or the Agreement;
- (b) for investigating Incidents reported to BT where BT finds no Incident or that the Incident is caused by something for which BT is not responsible under the Agreement.

## 6 Minimum Period of Service and Renewal

6.1 The Minimum Period of Service shall be set out on the Order.

6.2 In variance to the General Terms and Conditions of the Agreement; the BT SEP Service cannot be terminated for convenience during the Minimum Period of Service.

6.3 The Customer is required to explicitly renew the BT SEP Service for a new term by submitting a new Order to BT at least 60 calendar days before the expiration date of the Minimum Period of Service or any renewal period. If no renewal Order for renewal was timely submitted, the Service shall terminate and BT will cease delivering the Service at the time of 23:59 at the expiration date of the Minimum Period of Service or any renewal period.

## 7 Changes to the Conditions

7.1 BT may propose changes to this Schedule or the Charges (or both) by giving the Customer notice at least 90 days prior to the end of the Minimum Period of Service or any renewal period. Within 21 days of any such notice to amend, the Parties will agree to the BT proposed changes, in which case those changes will apply from the first day of the renewal period. If BT and the Customer have not reached agreement on the BT proposed changes, no renewal for the Service shall be allowed.

## 8 Incident Reporting and Service Levels

### 8.1 Incident reporting

8.1.1 Where the Customer becomes aware of an Incident; the Customer Contact will report any Incidents via telephone to the Service Desk.

8.1.2 If BT detects or if the Customer report an Incident,

- (a) BT will give the Customer a Ticket;
- (b) BT will inform the Customer when it believes the Incident is cleared and will close the Ticket when:
  - (i) the Customer confirms that the Incident is cleared, or
  - (ii) BT has attempted unsuccessfully to contact the Customer, in the way agreed, and the Customer Contact has not responded within 60 minutes following BT's attempt to contact the Customer Contact.

8.1.3 If the Customer confirms that the Incident is not cleared within 60 minutes after having been informed, the Ticket will remain open, and BT will continue to work to resolve the Incident.

8.1.4 All Incidents will be assigned a Priority by BT. The Customer may request, and BT will reasonably consider, changes to the Priority assigned to an Incident. The Customer will ensure that any Incident notification includes all relevant and available logs at the time of contacting BT.

8.1.5 BT may require additional data while investigating the Incident that could include but not limited to the following:

- (a) WPP logs;
- (b) Complete dumps (not mini-dumps);
- (c) Packet captures - required to investigate firewall, application control, device control issues;
- (d) Machine image - when issue cannot be reproduced readily;
- (e) Performance monitor logs;
- (f) Process monitor logs;
- (g) Windows Performance Analyser;
- (h) Filemon logs; and
- (i) Remote access to the Customer's endpoint Devices.



# BT Symantec Endpoint Protection (SEP)

## Service Schedule

BT Contract Reference:

Customer Contract Reference (optional):

- 8.1.6 BT will aim to acknowledge and respond to a P1 Incident within 30 minutes of the Customer reporting the Incident to BT. Priority 1 ("P1" or "Priority 1") is defined as;
  - (a) a major Incident which is triggered if the Customer contact the Service Desk ten or more times within 30 minutes with an Incident; and
    - (i) it is caused by the same Incident; and
    - (ii) it can be attributed to a common defect in the AWS Service that is causing the Incident.
  - (b) a major system fault or BT's own monitoring systems revealed a P1 fault; or
  - (c) the BT SEP Service is inaccessible where;
    - (i) the API interface for downloading BT client software goes down for more than one hour; or
    - (ii) virus updates are not delivered for more than 24 hours; or
    - (iii) BT data is lost or damaged, or there is a security breach of the data.
- 8.1.7 BT will aim to acknowledge and respond to a P2 Incident within two hours of the Customer reporting the Incident to BT. Priority 2 ("P2" or "Priority 2") is defined as;
  - (a) either intermittent failures of the BT SEP Service; or
  - (b) degradation of the BT SEP Service rendering performance issues affecting at least 50 percent of BT's customers.
- 8.1.8 BT will aim to acknowledge and respond to a P3 Incident within 24 hours of the Customer reporting the Incident to BT. Priority 3 ("P3" or "Priority 3") is defined as a BT problem or low-level fault.
- 8.1.9 Priority 4 ("P4" or "Priority 4") is defined as a BT general query about the BT SEP Service which does not directly impact the performance of the BT SEP Service.

### 8.2 Availability Service Level

- 8.2.1 BT aims that the Service shall have a monthly availability of 99.50% ("Target Availability Service Level"). Target Availability Service Level means that the core features and functionalities of the BT SEP Service will be available, subject to any Excluded Problems.
- 8.2.2 BT may test the uptime of the BT SEP Service. BT may share with the Customer details as to how such testing will be conducted, such as, methodology, scope of testing, timing and specifications of proposed methods of testing and any other information which BT may decide.
- 8.2.3 The Achieved Availability Service Level will be calculated at the end of each applicable calendar month using the following calculation to determine the percentage of time the BT SEP Service is unavailable.
  - (a)  $((\text{Total Time} - \text{Down Time}) / \text{Total Time}) \times 100\%$
  - Or:
  - (b)  $((\text{Total Attempts} - \text{Failed Attempts}) / \text{Total Attempts}) \times 100\%$

### 8.3 Service Credits

- 8.3.1 In the event the Achieved Availability Service Level during a respective calendar month fails to meet the Target Availability Service Level, then:
  - (a) the Customer is entitled to a Service Credit as set out below; and
  - (b) BT will provide an initial plan within 10 Business Days of failure of the Target Availability Service Level indicating the measures that the Customer must take to avoid a repetition of such failure.
- 8.3.2 The Service Credit payable shall be based on the Achieved Availability Service Level set out below:

| Achieved Availability Service Level (%) | Service Credit  |
|---|---|
| 98.50% - 99.49%                         | 5% of the Recurring Charges paid by the Customer in the respective calendar month.  |
| 97.50% - 98.49%                         | 10% of the Recurring Charges paid by the Customer in the respective calendar month. |
| 96.00% - 97.49%                         | 20% of the Recurring Charges paid by the Customer in the respective Service Period. |
| 95.99% or less                          | 30% of the Recurring Charges paid by the Customer in the respective calendar month. |

- 8.3.3 The Customer should request applicable Service Credits within 28 days of the end of each respective calendar month by providing details of the reason for the claim. Any failure by the Customer to timely submit a request for a Service Credit will constitute a waiver of any claim for Service Credits for that calendar month.



- 8.3.4 Upon receipt of a valid request for Service Credits; BT will provide to the Customer with the applicable Service Credits:
- (a) by deducting those Service Credits from the invoice within two (2) billing cycles of the request being received; or
  - (b) following expiry or termination of the Service where no further invoices are due to be issued by BT, BT will pay the Customer the Service Credits within three (3) months of the request being received.

#### 8.4 Service Credit Limitations and Exclusions

8.4.1 Payment of any Service Credits for failure by BT to meet the Target Availability Service Level shall be subject to verification by BT and payment of all outstanding Charges by the Customer.

8.4.2 Down Time and Failed Attempts. Down Time and Failed Attempts will not include any period the BT SEP Service is unavailable or the Customer cannot access the BT SEP Portal as a result of:

- (a) an Excluded Problem;
- (b) the BT SEP Service being modified or altered in any way by the Customer, or by BT in accordance with Customer's instructions;
- (c) Maintenance, including any emergency Maintenance;
- (d) the Customer having performed any network configurations that BT did not approve;
- (e) an Incident has been reported and BT cannot confirm that an Incident exists after performing tests;
- (f) the Customer requesting BT to test the BT SEP Service at a time when no Incident has been detected or reported;
- (g) Customer's failure to comply with its obligations as set out in the Agreement; or
- (h) any agreed trial period of the BT SEP Service.

8.4.3 **Excluded Problem.** An "Excluded Problem" is:

- (a) any problem that is not related to the BT SEP Service (including any applicable enabling Software) or
- (b) any failure or problem that is the result of any problems caused by or arising out of the operation of the BT SEP Service or other resources which BT has advised or may advise from time to time are incompatible with or are not to be used with the BT SEP Service.

#### **Examples of Excluded Problem are:**

- (a) issues with Apple App Store or Google Play Store;
- (b) A Customer own network outage preventing fulfilment of the BT SEP Service or update to the BT SEP Service;
- (c) issues with any underlying service(s);
- (d) Domain name system issues; even if these are beyond the Customer's control; or
- (e) failure by the Customer to provide any required registration details or incorrectly providing such detail;
- (f) failure to provide the BT SEP Service as a result of a Force Majeure Event; or
- (g) any problems caused or arising out of any testing of the BT SEP Service by BT that has been agreed by the Customer.

8.4.4 All Service Levels and Service Credits will be calculated in accordance with information recorded by BT or its Supplier

## 9 Data Processing

9.1 Applicable terms. The Parties agree that it is anticipated that BT and the Supplier may receive or process Personal Data on behalf of the Customer as a Data Processor in connection to the Service or as a result of the provision of this Service. Any Customer Data is subject to the 'Data' clause as set out in the General Terms and Conditions of the Agreement.

9.2 For this Service, BT is mainly reselling the Service of the Supplier as set out in this Schedule and therefore will act as Controller whereby BT itself will only collect and use Customer Personal Data in order to:

- (a) process, track and fulfil Orders for the Service;
- (b) deliver and commission the Service, either remotely or at a Site;
- (c) administer access to online portals relating to the Service;
- (d) compile, dispatch and manage the payment of invoices relating to the Service;
- (e) manage the Agreement and resolve any disputes relating to it; or
- (f) respond to general queries relating to the Service.





- 9.3 For the provision and management of the Service parts provided by the Supplier, any Processing of Personal Data by the Supplier - where applicable, will be subject to the Supplier's will be subject to the Supplier's privacy policy as set out on <https://www.symantec.com/en/uk/privacy>.
- 9.4 The types of Customer Personal Data which may be Processed by the Supplier or the Customer are set out on <https://www.symantec.com/en/uk/privacy>. The list is not exhaustive as the Customer will specify what Customer Personal Data is Processed.
- 9.5 A copy of the Supplier's privacy policy as applicable on the issue date of this Schedule is set out in attached Appendix.



**Appendix – Symantec End User License Agreements and Data Processing Addendum**

**A. Symantec End User Licence Agreement**



endpoint-protection-14.0.1-eula-en.pdf

*To be printed out and initiated at signature.*

See also <https://www.symantec.com/about/legal/repository>

**B. Symantec Data Processing Addendum**



Symantec Data  
Processing Addendum

*To be printed out and signed at signature.*

See also <https://www.symantec.com/privacy/customer-data-processing-addendum>