



BT Security Consulting Service Schedule to the PSA

BT Reference No. **_****_****

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WORDS DEFINED IN THE GENERAL TERMS AND CONDITIONS

Words that are capitalised but have not been defined in this Schedule have the meanings given to them in the General Terms and Conditions.

Part A – BT Security Consulting Service

1 SERVICE SUMMARY

BT will provide the Customer with the BT Security Consulting Service, comprising the Standard Service Components as set out in any applicable Order or Statement of Work, up to the point of the Service Management Boundary as set out in Paragraph 3 (“**BT Security Consulting Service**”).

2 STANDARD SERVICE COMPONENTS

BT will provide the Customer with the following standard service component (“**Standard Service Component**”) in accordance with the details as set out in any applicable Order and Statement of Work:

2.1 BT Security Consulting Service

BT will provide the Customer BT Security Consulting Service with BT Employees who will work with you to:

- 2.1.1 evaluate Customer’s information security controls; and
- 2.1.2 provide advice to the Customer on the prevention of unauthorised, accidental, or deliberate disruption, disclosure, modification, and misuse of Customer’s information technology resources.

3 SERVICE MANAGEMENT BOUNDARY

- 3.1 BT will provide and manage the BT Security Consulting Service in accordance with Parts B, C and D of this Schedule and as set out in any applicable Order and Statement of Work (“**Service Management Boundary**”).
- 3.2 BT will have no responsibility for the BT Security Consulting Service outside the Service Management Boundary.

4 ASSOCIATED SERVICES AND THIRD PARTIES

- 4.1 If BT provides the Customer with any service(s) other than the BT Security Consulting Service this Schedule will not apply to those service(s) and those service(s) will be governed by their separate terms and conditions.

5 SPECIFIC TERMS

5.1 Invoicing

- 5.1.1 BT will invoice the Customer for the Charges as set out in Paragraph 5.1 in the amounts and currency specified in any Order or Statement of Work.
- 5.1.2 The Charges are based upon BT’s assessment of work involved, taking into account any assumptions set out in the Order or Statement of Work and where necessary BT will agree any adjustment to the Charges with you.
- 5.1.3 Unless stated otherwise in an applicable Order or Statement of Work, BT will invoice you for;
 - (a) BT Security Consulting Service Charges as detailed in the Order and Statement of Work.
- 5.1.4 BT may invoice the Customer for any of the following Charges in addition to those set out any applicable Order or Statement of Work:
 - (a) Charges for cancelling the Service in accordance with Clause 5 of the General Terms and Conditions;
 - (b) Charges for expediting provision of the Service at Customer’s request after you’ve been informed of the Customer Committed Date; and
 - (c) any other Charges set out in any applicable Order or Statement of Work or otherwise agreed between both of us.

5.2 Service Amendment

- 5.2.1 The Customer may request, by giving BT Notice, a change to:
 - (a) an Order or Statement of Work for the BT Security Consulting Service (or part of an Order or Statement of Work) at any time before the Operational Start Date; or
 - (b) the BT Security Consulting Service at any time after the Operational Start Date.

- 5.2.2 If the Customer requests a change in accordance with Paragraph 5.2.1, except where a change results from BT's failure to comply with its obligations under the Agreement, BT will, within a reasonable time, provide the Customer with a written estimate, including:
- (a) the likely time required to deliver the changed BT Security Consulting Service; and
 - (b) any changes to the Charges due to the changed BT Security Consulting Service.
- 5.2.3 BT has no obligation to proceed with any change that the Customer requests in accordance with Paragraph 5.2.1, unless and until the necessary changes to the Charges, implementation timetable, Statement of Work and any other relevant terms of the Agreement to take account of the change are agreed between both of us in writing.
- 5.2.4 If BT changes the BT Security Consulting Service prior to the Service Start Date because you have given BT incomplete or inaccurate information, BT may, acting reasonably, apply additional Charges.
- 5.3 Confidentiality**
- 5.3.1 BT, in connection with performing the Services, may develop or acquire general knowledge experience, know-how, skills and ideas that are retained in the memory of BT Employees. BT may use this general knowledge experience, know-how, skills and ideas as it chooses.
- 5.3.2 Nothing contained in the Agreement will prevent or restrict any BT Affiliate, including BT, from providing services to other customers (including services which are the same or similar to the BT Security Consulting Service) even if those other customers' interests are in competition with the Customer provided that BT is able to protect its obligation to maintain confidentially.
- 5.3.3 The Customer will use the Statements for:
- (a) the purposes specified in the Order or Statement of Work and, in particular, the Customer will not, without the prior written consent of BT, use or refer to any Statements in connection with Customer's business decisions to any third party or for advertisement purposes; and
 - (b) Customer's benefit unless BT agrees in writing to the Customer disclosing to a third party.
- 5.3.4 Where Statements are disclosed to a third party in accordance with Paragraph 5.3.3(b):
- (a) the receipt of the Statements by the third party is not intended to create any duty of care, professional relationship or any present or future liability between that third party and BT.
 - (b) BT owes no duty of care or liability to the third party.
- 5.4 Statements**
- 5.4.1 Statements are made on the basis of information available at the time.
- 5.4.2 Statements, including those made about third party software, equipment or services, are not a representation, undertaking or warranty as to outcome or achievable results.
- 5.4.3 Statements are provided for information only and are not :
- (a) legal advice ;
 - (b) advice about how any regulation or compliance requirement may apply to you.
- 5.4.4 BT makes no warranties, express, implied or statutory as to the information in any Statement.
- 5.4.5 BT will not be responsible for the way in which the Deliverables, Statements or any other output from the BT Security Consulting Service is used by you.
- 5.5 BT Employees**
- 5.5.1 BT will:
- (a) provide the BT Security Consulting Service using such BT Employees as BT considers suitably qualified to undertake the work at all times;
 - (b) be responsible for directing, controlling and supervising the work performed by the BT Employees;
 - (c) not be prevented from having BT Employees involved in the performance of the services under this Contract perform similar services for other customers; and
 - (d) where appropriate, BT will use its reasonable endeavours to maintain continuity of the BT Employees who perform the work but may at any time change those BT Employees.
- 5.5.2 During the provision of the BT Security Consulting Service and for a period of twelve months you will not directly or indirectly solicit, contact, or meet with BT Employees for purposes of soliciting, hiring, recruiting, or inducing the termination of employment of BT Employees. This will not restrict your right to solicit or recruit generally in the media.

5.6 Data Protection

The following provisions replace Clause 19.3 of the General Terms and Conditions in its entirety:

- 5.6.1 BT may need to collect, Process and use Personal Data in order to:
- (a) process, track and fulfil Orders for the BT Security Consulting Service;
 - (b) deliver and commission the BT Security Consulting Service, either remotely or at the Sites;
 - (c) process, track and resolve Incidents with the BT Security Consulting Service, either remotely or at the Sites;
 - (d) administer access to online portals relating to the BT Security Consulting Service;
 - (e) compile, dispatch and manage the payment of invoices relating to the BT Security Consulting Service;
 - (f) manage the Agreement and resolve any disputes relating to it; or
 - (g) respond to general queries relating to the BT Security Consulting Service.
- 5.6.2 BT will Process this Personal Data in accordance with applicable Data Protection Legislation and the relevant BT privacy policy set out at <http://www.btplc.com/privacycentre/index.htm>.
- 5.6.3 BT may be required to share this information with other relevant parties, within or outside the European Economic Area, in order to carry out these activities, but in doing so, BT will ensure that the sharing and use of this information is compliant with applicable Data Protection Legislation.
- 5.6.4 BT may, from time to time, contact the Customer Contact, or other network manager or procurement manager involved in the procurement or management of the Service, to provide additional information concerning the Service, or other similar services, and if this information includes marketing materials, BT will provide a mechanism for the recipient to elect not to receive such communications in the future.
- 5.6.5 The Customer is responsible for complying with all requirements under applicable Data Protection Legislation and for ensuring that all criteria necessary for the provision of the Service by BT (for example notifications, consents etc.) are fulfilled when sharing such Personal Data with BT.
- 5.6.6 The Customer will ensure that the Customer discloses to BT only the Personal Data that BT requires in order to perform the Service.
- 5.6.7 To the extent that, for the provision of the Service, BT is required to Process Customer Personal Data on Customer's behalf, BT will:
- (a) Process the Customer Personal Data only on Customer's instructions and to the extent necessary for the performance of this Agreement;
 - (b) implement technical and organisational security measures appropriate to the risk represented by the Processing and the nature of the Customer Personal Data, to protect the Customer Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access;
 - (c) not disclose Customer Personal Data to a third party unless required to provide a Service, allowed by the Agreement or otherwise required by Applicable Law.
- 5.6.8 Notwithstanding any other provision in the Agreement, the Customer agrees that, for BT to provide a Service, Customer Personal Data may be:
- (a) used, managed, accessed or transferred and held on a variety of systems, networks and facilities (including databases) worldwide;
 - (b) provided or transferred by BT to any BT Affiliate, subcontractor or supplier worldwide to the extent necessary to allow that BT Affiliate, subcontractor or supplier to perform its obligations in respect of the Service and the Customer appoints BT to perform each transfer in order to provide the Services, provided that BT takes appropriate steps and enters into appropriate agreements with BT Affiliates, subcontractors or suppliers, as required, for each transfer to be adequately protected.
- 5.6.9 The Customer will obtain or submit promptly any regulatory approvals or notifications required under the Data Protection Legislation.
- 5.6.10 The Customer agrees that BT, to the extent permitted by Applicable Law, will not be liable for any Claim arising out of or in connection with any action or omission by BT, to the extent that such action or omission results from:
- (a) any failure by the Customer to comply with this Paragraph 5.6; or
 - (b) BT complying with any of Customer's instructions; and
 - (c) the Customer will indemnify, hold harmless and defend BT from and against any such Claim brought against BT by any third party, including a Data Subject.

Part B – Service Delivery and Management

6 BT'S OBLIGATIONS**6.1 Service Delivery**

Before the Operational Start Date and, where applicable, throughout the provision of the BT Security Consulting Service, BT will:

- 6.1.1 comply with all reasonable health and safety rules and regulations and reasonable security requirements that apply at the Site(s) and that the Customer have notified to BT in writing, but BT will not be liable if, as a result of any such compliance, BT is in breach of any of its obligations under this Agreement;
- 6.1.2 where applicable, provide the Customer with a date on which delivery of the BT Security Consulting Service (or each part of the Service, including Deliverables to each Site) is due to start ("**Customer Committed Date**") and will use commercially reasonable endeavours to meet any Customer Committed Date any other time frames set out in the Order and Statement of Work, however, unless set out otherwise in the Order and Statement of Work, all time frames are indicative only and not contractually binding;
- 6.1.3 during a kick-off meeting, confirm the scope of the BT Security Consulting Service including the Deliverables, the Customer's responsibilities, data gathering tasks, status meetings, handling of project problems, special requirements and actions BT may reasonably take in performing the work; and
- 6.1.4 will show the Customer drafts of the Deliverables and discuss ideas with the Customer. The drafts will be superseded by the final written Deliverables. BT will not be responsible if the Customer chooses to rely on, act or refrain from acting on the basis of the drafts or ideas discussed with the Customer.

6.2 The End of the Service

On expiry or termination of the BT Security Consulting Service by either of us:

- 6.2.1 BT will perform the tasks as set out in the Order and Statement of Work (if any) up to the date of expiry or termination.
- 6.2.2 BT is not responsible for updating or maintaining any Deliverables unless set out otherwise in the Order or Statement of Work.

7 CUSTOMER'S OBLIGATIONS**7.1 Service Delivery**

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

- 7.1.1 provide BT with the names and contact details of any individuals authorised to act on your behalf for BT Security Consulting Service management matters ("**Customer Contact**"), but BT may also accept instructions from a person who BT reasonably believes is acting with Customer's authority;
- 7.1.2 guarantee the accuracy correctness, completeness and reliability of the data, information and documents made available by the Customer to BT, including if these originate from third parties. Unless set out in the Order or Statement of Work, BT may rely on and use this data information and documentation without further verification;
- 7.1.3 provide BT with any information reasonably required without undue delay;
- 7.1.4 cooperate with BT to enable BT to perform the BT Security Consulting Service, including providing BT with reasonable facilities and timely and appropriate access to information and Customer's personnel to enable BT to perform the BT Security Consulting Service;
- 7.1.5 provide BT Employee with adequate office accommodation, facilities and other support, including securing access to Customer's premises or any premises, for the effective performance of the BT Security Consulting Services;
- 7.1.6 be fully responsible for evaluating the adequacy of and accepting any Deliverables;
- 7.1.7 notify BT in writing of any health and safety rules and regulations and security requirements that apply at a Site;
- 7.1.8 in jurisdictions where an employer is legally required to make such disclosure to its employees and/or Users:

- (a) inform Customer's employees and Users that as part of the Service being delivered by BT. BT may monitor and report to the Customer the use of any targeted applications by Customer's employees and/or Users; and
- (b) ensure that Customer's employees and Users have consented or will be deemed to have consented to such monitoring and reporting (if such consent is legally required), agree that BT will not be liable for any failure by the Customer to comply with this instruction and indemnify us from and against any Claims or action brought by Customer's employees or Users against us arising out of the delivery of the BT Security Consulting Service by BT.

7.1.9 ensure that the agreed scope of the BT Security Consulting Service is appropriate for Customer's needs.

7.2 **Acceptance of Deliverable(s)**

7.2.1 Following the release of a Deliverable, BT will coordinate a call to review the Deliverable and to address any questions or concerns the Customer may have.

7.2.2 When the Customer receives a Deliverable, the Customer will have 10 Business Days to notify BT of any questions or comments otherwise the Deliverable will be deemed accepted by the Customer and the BT Security Consulting Service or relevant part of Service will be completed.

Part C – Service Levels

8 SERVICE LEVELS

There are no Service Levels for this Service.

Part D – Defined Terms

9 DEFINED TERMS

In addition to the defined terms in the General Terms and Conditions, capitalised terms in this Schedule will have the below meanings (and in the case of conflict between these defined terms and the defined terms in the General Terms and Conditions, these defined terms will take precedence for the purposes of this Schedule). BT has repeated some definitions in this Schedule that are already defined in the General Terms and Conditions. This is to make it easier for the Customer to find the definitions when reading this Schedule.

“Applicable Law” means the laws of England and Wales and any other laws and regulations that apply to providing or receiving a Service, including:

- (a) the Bribery Act 2010 and the Foreign Corrupt Practices Act of 1977 of the United States of America; and
- (b) any relevant export laws and regulations, including ones in the United States of America.

“BT Acceptable Use Policy” means specific rules that the Customer and Customer’s Users have to follow when using the Services. The Customer can find the policy at www.bt.com/acceptableuse (or any other online address that BT may advise you).

“BT Employees” means the people employed by BT and our sub-contractors that BT consider suitably qualified to perform the BT Security Consulting Service.

“Claim” means any legal claims, actions or proceedings against BT or you, whether threatened or actual, whether by a third party or the other party to this Agreement.

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

“Customer Contact” means any individuals authorised to act on Customer’s behalf for BT Security Consulting Service management matters.

“Customer Personal Data” means only the proportion of Personal Data of which only the Customer is the Data Controller and which BT needs to Process on Customer’s behalf, as a Data Processor in providing the Services to the Customer under the Agreement.

“Data Controller”, “Data Processor” and “Data Subject” each has the meaning given to it in the Data Protection Legislation.

“Data Protection Legislation” means the Applicable Laws and regulations relating to the Processing of Personal Data that may exist in the relevant jurisdictions.

“Deliverables” means any deliverables identified in the Order or Statement of Work to be provided by BT to the Customer in respect of the Services.

“Effective Date” means the earliest of the date BT accepts Customer’s Order and Statement of Work or the Security Consulting Operational Start Date.

“General Terms and Conditions” means Clauses 1 to 19 of the Products and Services Agreement.

“Process” and “Processing” have the meanings given to them in the Data Protection Legislation.

“BT Security Consulting Service” has the meaning given in Paragraph 1.

“Service Management Boundary” has the meaning given in Paragraph 3.1.

“Statement of Work” means a document, or Order entered into by the Parties documenting the BT Security Consulting Service to be performed by BT and includes specific terms and conditions to the BT Security Consulting Service. SOW is used interchangeably with Order in the General Terms and Conditions.

“Statements” means the surveys, statements, presentations, recommendations, advice, reports, opinions and other communication provided by BT as part of the BT Security Consulting Service.