BT Managed Security Service
Schedule to the General Terms

Contents

A note on 'you'

'You' and 'your' mean the Customer.

Words defined in the General Terms

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

Part A – The BT Managed Security Service

1 Service Summary

1.1 BT will provide you with a range of graded security management services which can be used in association with, and as an overlay to, the Associated Services ("**BT Managed Security Service**").

1.2 The BT Managed Security Service may not be available in all countries.

2 Graded Service Tiers

2.1 You will choose one of the Graded Service Tiers, some of the features of which are set out in the table below, to use with your Associated Service as set out in any applicable Order:

	Foundation	Foundation Plus	Premium
Initial Setup of the Associated Services as set out in Paragraph 3			
Physical Security Appliance delivery model			
BT Owned	✓	✓	✓
Customer Security Policy			
Associated Services	Good practice standard policies	Customisable security policy	Customisable security policy
BT Project Manager assigned for Initial Setup	✗ Upgrade available as set out in Paragraph 3.1.10	✓ Named Upgrade available as set out in Paragraph 3.2.3	✓ Named & potential Site visit depending on location.
BT installs BT Equipment and Purchased Equipment	✓	✓	✓
On Time Delivery Service Credits for not meeting the Customer Committed Date	✗	✓	✓
Controlled Deployment of the Associated Services as set out in Paragraph 4			
Controlled Deployment CSP Optimisation Period commences on completion of Initial Setup			
Associated Services Controlled Deployment CSP Optimisation Period	48 hrs	Up to 30 days	Up to 30 days
BT & Customer joint CSP test and tune	✗	✓	✓
Monitoring and Management of the Associated Services as set out in Paragraph 5			
Security Threat Intelligence	Threat Intelligence Bulletins and Reports	As per Foundation	As per Foundation
Manage Service Incidents			
Service Desk 24x7x365	✓	✓	✓
Security Operations Centre (SOC)	BT selects appropriate SOC	BT selects appropriate SOC	BT selects appropriate SOC

	Foundation	Foundation Plus	Premium
Service Desk language	As agreed with BT (English by default)	As agreed with BT (English by default)	As agreed with BT (English by default)
Proactive Monitoring			
Monitor for impending issues that may affect the Associated Services	✓ Associated Services polling to check power and network connectivity, status testing, monitoring unauthorised access attempts	✓ Monitoring of applications under Associated Services	✓ As per Foundation Plus
Signature Updates	BT will identify test and implement Signature Updates for Unified Threat Management functions of the Associated Services		
Log Capture			
Log availability on request included in the Charge.	Audit and Alert Logs 60 days Operational Logs 30 days	Audit and Alert Logs 120 days Operational Logs 30 days	Audit and Alert Logs 13 month rolling period Operational Logs 30 days
Continuous Improvement of the Associated Services as set out in Paragraph 6			
BT Managed Security Service and Associated Services reviews	6 monthly	Quarterly	At intervals agreed by both of us
Identification of Vulnerabilities. Vulnerability Patch included in the Charge (CVSS score)	CVSS score 9 and above	CVSS score 7 and above	CVSS score 5 and above
Change Management	via Security Portal	via Security Portal or the appropriate BT Personnel	via Security Portal or the appropriate BT Personnel

2.2 The provisions in respect of Foundation will apply to Foundation Plus and Premium and the provisions of Foundation Plus will apply to Premium. If there is a conflict between the provisions of the Graded Service Tiers, the order of priority of the relevant provision, highest first, is:

2.2.1 Premium;

2.2.2 Foundation Plus; and

2.2.3 Foundation.

2.3 Each Order for a different Graded Service Tier will form a new Contract as you cannot have more than one Graded Service Tier forming part of your Contract.

3 Initial Setup

BT will facilitate the setup and delivery of the Associated Services that are set out in the Order and that are included as part of the BT Managed Security Service.

3.1 **Foundation**

3.1.1 BT will keep you informed throughout the delivery process.

3.1.2 BT will provide standard polices that reflect good practice.

3.1.3 You will select appropriate policies to use as your CSP(s) when you place the Order and ensure that the standard policies you select meet your requirements.

3.1.4 You may request changes to your CSPs after the Service Start Date in accordance with Paragraph 6.3.

3.1.5 You are responsible for defining your ongoing CSP(s) beyond that set out in the policies selected by you after the Service Start Date.

3.1.6 BT may provide you with Professional Services at an additional Charge, at your request, to assist you in the creation of your CSP(s). The responsibility for the CSP(s) will remain with you.

3.1.7 BT will co-ordinate the delivery of the Associated Services.

3.1.8 BT will install the BT Equipment and the Purchased Equipment for the Associated Services, if applicable.

3.1.9 BT will commission the Associated Services remotely in accordance with the policy selected by you and in accordance with Paragraph 10.2.

3.1.10 You may request that BT, at an additional Charge:

(a) appoints a named BT Project Manager to be your single point of contact during the Initial Setup. The BT Project Manager will undertake any activity remotely and will not visit your Site; or

(b) provides a named BT Project Manager who will be available to attend meetings at your Site depending on your location for the duration of the Initial Setup.

3.2 **Foundation Plus**

3.2.1 BT will appoint a named BT Project Manager to be your single point of contact during the Initial Setup. The BT Project Manager will undertake any activity remotely and will not visit your Site.

3.2.2 BT will provide a customisable security policy to use as your CSP.

3.2.3 You may request that BT provides a named BT Project Manager who will be available to attend meetings at your Site depending on your location for the duration of the Initial Setup at an additional Charge.

3.3 **Premium**

BT will provide a named BT Project Manager who will be available to attend meetings at your Site depending on your location for the duration of the Initial Setup.

4 Controlled Deployment

BT will work with you during the Controlled Deployment CSP Optimisation Period.

4.1 **Foundation and Foundation Plus**

4.1.1 The provisions of Paragraph 11.2 will apply.

4.1.2 BT will provide you with User Guides.

4.1.3 You will comply with the User Guides.

4.1.4 If you have requested changes to the CSP(s) during the Controlled Deployment CSP Optimisation Period, BT will direct you to the CSP change management facility on the Security Portal if your request for the change to the CSP(s) is outside the BT Managed Security Service and the Associated Services. You will follow the CSP Change Management Process set out in Paragraph 6.3. If BT is aware that, or you advise BT that, you are unable to access the Security Portal, BT will direct you to the appropriate BT Personnel to review your request.

4.2 **Premium**

You will provide a project manager and technical team to work with BT during the Controlled Deployment Optimisation Period.

5 Monitoring and Management

The Monitoring and Management will commence on the Service Start Date.

5.1 **Security Threat Intelligence**

5.1.1 Foundation

(a) BT will provide you with the following general intelligence bulletins and reports in English to an agreed list of Customer Contacts:

(i) daily threat advisories: these provide a view of the latest headline security events, actors, targets, operations and campaigns, vulnerabilities and suspicious IP Addresses;

(ii) global threat summaries: these provide a wide angle and high-level view of the significant events and attacks that have occurred globally and across all industries;

(iii) monthly executive level briefing: these provide a CISO level view of the threat landscape focussing on events impacting global organisations from a strategic perspective; and

(iv) global critical bulletins: these provide a technical assessment of significant global security events such as WannaCry so that a more detailed understanding can be obtained.

5.2 **Manage Service Incidents**

BT will act as a single point of contact for resolution of Incidents related to the Associated Services.

5.2.1 Foundation

(a) You will notify all Incidents to the Service Desk via the Security Portal or directly to the Service Desk if agreed by BT.

(b) All communications with the Service Desk will be in English.

(c) The Service Desk that will action the Incident notifications is available 24x7x365 and is staffed by security trained professionals.

(d) BT will give you a Ticket.

(e) BT will assess the Incident in accordance with the criteria set out in the table below:

Priority	Description
P1	One or more Sites or Services are completely unavailable, or one or more core functions of the Associated Services are completely unable to be performed. For User-based services (e.g. MS Teams), this would typically be all Users.
P2	Material impact to Associated Service e.g., a partially interrupted or impaired Service which cannot be mitigated, or core business functions can be performed but in a reduced capacity. This priority level would also apply for the loss of a non-core site or Service.
P3	Medium impact to Associated Service, e.g., a site or Service experiencing intermittent or localised interruption or impairment. This might be an issue where a large percentage of the Associated Service is functioning normally, such as the site is suffering slow response, but Users are able to work, a small number of Users at a site have total loss of service but the majority are functioning normally, or perhaps one element of Service is unavailable, such as access to voicemail. A P3 Incident would also be raised for a resilient site where either the primary or resilient path is unavailable.
P4	Typically very minor or no impact on Associated Services, such as a single User or very small number of Users having minor issues but core functions of the Associated Services can be carried out as normal.

(f) BT will review the status of the Incident and amend the priority level assigned initially if necessary.

(g) BT will maintain back-up configurations to allow all the Associated Services to be restored fully following the swap out of a Security Appliance.

(h) BT will keep you informed throughout the course of the Incident resolution at regular intervals by posting updates on the Security Portal or via e-mails to the Customer Contact in accordance with Paragraph 12.

(i) BT will inform you when it believes the Incident is cleared and will close the Ticket when:

(i) you confirm that the Incident is cleared within 24 hours after having been informed; or

(ii) if BT is unable to reach you to confirm Incident resolution, BT will attempt to contact you three times in total, at regular intervals, before automatically closing the Incident Ticket.

(j) Where BT becomes aware of an Incident, Paragraphs 5.2.1(d) to 5,2,1(i) will apply.

(k) In the event of a failure of a Security Appliance, you will permit BT or BT's agents at BT's discretion to remove and replace faulty components or to remove the faulty Security Appliance in its entirety and exchange it with a functioning replacement, where applicable. BT will use reasonable endeavours to ensure any data on the recovered appliance or component is rendered unreadable prior to disposal or recycling.

(l) Priority levels are based on impact (the severity of the situation) and urgency (how important and business critical the site or Service is to you). Your core sites and core business functions (where a total outage would cause material business impact) will receive a higher urgency level than sites hosting non-essential business functions (where a slower response to a total outage would not cause material business impact).

(m) Your core sites are set out in the Order. Core business functions should never be hosted at sites with no resiliency, to reduce the risk of those core functions being unavailable. If core sites need to change during the lifetime of the Services, you will inform BT in writing (which may require an uplifting in the resiliency at the site, if necessary, via the service request process).

(n)

5.2.2 Foundation Plus

You will notify all Incidents to the Service Desk directly or via the Security Portal.

5.2.3 Premium

You will agree with BT whether you report Incidents to the Service Desk directly or via the Security Portal or to the regional Security Operations Centre.

5.3 **Proactive Monitoring**

BT will monitor the performance of the Associated Services against parameters that BT deems appropriate depending on the nature of the relevant Associated Service.

5.3.1 Foundation

(a) BT will monitor the performance of the Associated Services at intervals set by BT and, where possible, provide advance warning to you through the Security Portal of impending issues that may affect an Associated Service and that BT identifies as a result of the monitoring. BT may not identify all impending issues.

(b) You are responsible for resolving the issues that BT provides you advance warning of in Paragraph 5.3.1(a).

(c) BT will check that the Associated Services are operating correctly by:

(i) polling the Security Appliance to check it is powered on and has network connectivity. If the Security Appliance is not powered on or does not have network connectivity, the SOC will investigate and either take appropriate action or recommend action that you require to take;

(ii) Security Appliance status test: BT will test at regular intervals at BT's discretion as follows:

i. Resource status: conduct one test per Resource per Security Appliance such as CPU and RAM;

ii. physical status: conduct one test per physical attribute per Security Appliance such as temperature, where applicable to the Security Appliance;

iii. compare test results against standard vendor thresholds and notify any variances to the SOC. The SOC will investigate and either take appropriate action or recommend action that you are required to take;

(iii) Associated Services access monitoring: generate alerts in near real time for unauthorised access attempts; and

(iv) application update status: on UTM/IDS/URLF and other applications selected as part of the Associated Services.

(d) You will ensure that you or third parties, as required, configure routing/permissions on platforms or Associated Services to allow BT to carry out the monitoring.

5.3.2 Foundation Plus

(a) Both of us will agree a process for BT to contact you when it identifies an issue that impacts the Associated Services.

(b) In addition to the checks carried out by BT in accordance with Paragraph 5.3.1(c), BT will check that the Associated Services are operating correctly by monitoring the applications under the relevant Associated Services against parameters set by BT.

5.3.3 Premium

(a) In addition to the checks carried out in Paragraphs 5.3.1(c) and 5.3.2(b), BT will check that the Associated Services are operating correctly by:

(i) password management including checking age and complexity of passwords, along with checking password hashes against known leaked password hash databases; and

(ii) certificate expiry monitoring. You are responsible for updating certificates.

5.4 **Signature Updates**

BT will identify and implement Signature Updates on Associated Services.

5.4.1 Signature Updates will be managed by BT's supplier.

5.4.2 Foundation, Foundation Plus and Premium

(a) You consent to BT applying the Signature Updates automatically.

(b) BT will apply the Signature Update at a time convenient to BT.

(c) If BT is aware that your Associated Services will have downtime or that the Signature Update will cause an impact on the Associated Services, both of us will agree an appropriate time within Business Hours for the Signature Update to be applied.

(d) BT will, where possible, identify and apply an automated method for applying Signature Updates unless this may impact the Associated Services.

(e) If BT requires to apply a Signature Update manually, both of us will agree an appropriate time within Business Hours for the Signature Update to be applied.

(f) If you request that the Signature Update is applied outside Business Hours, BT may invoice you for an additional Charge.

(g) You will request or authorise BT to reverse the Signature Update if it causes an Incident in the Associated Service.

5.5 **Log Capture**

5.5.1 BT will implement a logging capability on Associated Services where the standard design of the Associated Services allows the capture of logs through standard process.

5.5.2 A minimum log set, at BT's discretion, will be captured and stored to enable BT to offer effective management of Associated Services and the captured logs will be made available to you if you request access to the logs in accordance with Paragraph 5.5. BT will advise you how the captured logs will be made available to you.

5.5.3 Foundation

(a) BT will store the Audit and Alert Logs within an appropriate secure BT environment outside of your environment on a rolling 13 month basis where appropriate.

(b) BT will store the Operational Logs within an appropriate secure BT environment outside of your environment on a rolling one month basis where appropriate.

(c) BT will make available the previous 60 days' Audit and Alert Logs to you on your request. If you require access to the Audit and Alert Logs outside of the previous 60 days, BT will make them available to you at an additional Charge.

(d) BT will make available the previous 30 days' Operational Logs to you on your request.

(e) BT will use reasonable endeavours to transmit and store the logs securely.

(f) BT will store the logs in their raw state or compress them if appropriate.

(g) You will confirm your specific logging requirements at the time of placing the Order. BT may raise a Charge for any of your specific requirements that BT deems are non-standard.

(h) If requested by you and subject to an additional Charge, logs may be sent to and stored in a repository on your Site or third party premises based on a design that is agreed by both of us and:

(i) BT will not be responsible for the logs while they are sent to or stored in such a repository;

(ii) the other provisions of Paragraph 5.5 will not apply to logs sent to or stored in such a repository;

(iii) you will take any action necessary in a timely manner to enable the logs to be routed to the repository as agreed with BT; and

(iv) you will ensure that you or the nominated third party use reasonable endeavours to secure the repository appropriately.

5.5.4 Foundation Plus

(a) BT will make available the previous 120 days' Audit and Alert Logs to you on your request. If you require access to the logs outside of the previous 120 days, BT will make them available to you at an additional Charge.

(b) BT will make logs available to:

(i) your, or third party technologies, where appropriate as agreed with you; or

(ii) to other services BT is providing to you that do not form part of the Contract where appropriate as agreed with you.

5.5.5 Premium

(a) BT will make available Audit and Alert Logs to you on your request for a rolling 13 month period.

5.6 **Licensing and Vendor Support Agreement Management**

BT will ensure that all software licences and required vendor support agreements are placed and renewed for the term of the Contract for the Associated Services on your behalf.

5.6.1 Foundation, Foundation Plus and Premium

(a) BT will provide, implement and deploy appropriate licences and required vendor support agreements for the Associated Services on your behalf.

(b) BT is responsible for ensuring software licences and any required vendor support agreements are renewed for the term of the Contract.

(c) Unless you give BT Notice of an intention to terminate in accordance with Paragraph 9.1.1, BT will renew the software licence or required support agreement for a period of 12 months or as agreed by both of us or for any other period that is appropriate to the nature of the applicable software licence or vendor support agreement.

(d) If you cancel or terminate the software licence or vendor support agreement during the contract term or renewal period of the software licence or vendor support agreements, you will pay any costs that are incurred by BT including any charges reasonably incurred by BT from a supplier as

a result of the cancellation or termination. If you have paid the charges or fees for the software licence or vendor support agreement in advance, you may not be entitled to a refund of the charges for the remaining months of the contract term or renewal period.

(e) BT will validate that you have ordered the correct number of licences either direct from the vendor or through BT to serve your requirements for the relevant Associated Service in accordance with terms of the software licences and vendor support agreements and information provided by you and:

(i) if BT determines that you have not ordered sufficient licences either direct from the vendor or through BT for an Associated Service, BT will notify you and you will seek to rectify the situation within 30 days of the date of notification;

(ii) if the situation is not resolved within this time, BT may suspend the relevant Associated Service and subsequently terminate the relevant Associated Service in accordance with Clause 18 of the General Terms; and

(iii) BT is not liable for unknown breaches of the software licences and vendor support agreements where BT is acting on information provided by you.

(f) You will confirm to BT any change in the number of Users or Security Appliances requiring licences as part of the Associated Services.

5.7 **Reporting**

5.7.1 Foundation, Foundation Plus and Premium

(a) BT will provide you with an inventory of the Associated Services and reporting for the BT Managed Security Service and the Associated Services via the Security Portal in accordance with this Paragraph 5.7 including:

(i) a dashboard tailored to the Associated Services; and

(ii) inventory information BT deems appropriate.

(b) BT will provide reports with details and at a frequency as it deems appropriate on:

(i) usage and capacity management of the Associated Services, where applicable; and

(ii) end of life and end of service of Security Appliances, firmware and operating systems.

6 Continuous Improvement

6.1 **Reviews**

6.1.1 Foundation

(a) The Security Optimisation Manager will carry out a review six monthly as follows:

(i) a BT Managed Security Service and Associated Services review focussing on the performance of the BT Managed Security Service and Associated Services; and

(ii) an end of life review on an ongoing basis. The Security Optimisation Manager will provide you with a report summarising the Security Appliances, applications and software that are managed by BT on your behalf as part of the Associated Services that will go end of life within the following six months. The report will include Security Appliances, applications and software advised to you previously that are past end of life and that require immediate action by you.

(b) The Security Optimisation Manager will provide you with a report on the review via the Security Portal.

(c) If requested by you and if agreed to by BT, both of us may hold a conference call to discuss the report.

(d) If BT has agreed to participate in a conference call you will ensure that any report the Security Optimisation Manager provides you with will be reviewed by your suitably qualified personnel who are participating in the conference call prior to the conference call taking place.

(e) You will take appropriate action to address issues as recommended by the Security Optimisation Manager:

(i) in respect of the BT Managed Security Service or Associated Services including implementing security improvements as agreed with the Security Optimisation Manager or as advised by the Security Optimisation Manager as your responsibility; and

(ii) in respect of the end of life review or as set out in the end of life review report.

6.1.2 Foundation Plus

(a) The Security Optimisation Manager will carry out a review quarterly as follows:

(i) a BT Managed Security Service and Associated Services review focussing on the performance of the BT Managed Security Service and Associated Services against Service Levels and Service Targets and capacity management of the relevant Associated Services;

(ii) a review of your CSP(s) focussing on the effectiveness of the rules applied to the CSP(s) and the need to fine tune or amend the rules of your CSP(s); and

(iii) an end of life review as set out in Paragraph 6.1.1(a)(ii).

(b) In addition to taking the action set out in Paragraph 6.1.1(e), you will be responsible for initiating the appropriate change requests in accordance with the CSP Change Management Process to address issues in respect of fine tuning or amending your CSP(s) as recommended by the Security Optimisation Manager.

6.1.3 Premium

(a) The Security Optimisation Manager will carry out a review at intervals agreed by both of us but not less than monthly as follows:

(i) a BT Managed Security Service and Associated Services review every month focussing on the performance of the BT Managed Security Service and Associated Services against Service Levels and Service Targets and capacity management of the relevant Associated Services;

(ii) a review of your CSP(s) focussing on the effectiveness of the rules applied to the CSP(s) and the need to fine tune or amend the rules of your CSP(s); and

(iii) an end of life review as set out in Paragraph 6.1.1(a)(ii).

(b) The Security Optimisation Manager will provide you with a report on the review via the Security Portal or direct to you by e-mail, if agreed by both of us.

(c) If requested by you and if agreed to by BT, both of us may hold a conference call to discuss the report or BT may attend a meeting at your Site depending on your location to discuss the report with you.

(d) If BT has agreed to participate in a conference call or attend a meeting at your Site, you will ensure that any report the Security Optimisation Manager provides you with will be reviewed by your suitably qualified personnel who are participating in the conference call or attending the meeting prior to the conference call taking place.

6.2 **Vulnerability Management and Patching of Security Appliances**

6.2.1 BT will rank all Patch updates as priority ranking in accordance with the CVSS:

CVSS Score	Graded Service Tier
5.0 – 6.9	Premium
7.0 – 8.9	Foundation Plus and Premium
9.0 – 10	Foundation, Foundation Plus and Premium

6.2.2 Vulnerability Management and Patching of Security Appliances will only be available while the Security Appliance is supported by the vendor.

6.2.3 All communications in respect of Vulnerability Management and Patching of Security Appliances will be through the Security Portal.

6.2.4 Foundation

(a) BT may not assess the configuration or contextual exposure of any Security Appliances to the Vulnerability.

(b) You will assess the suitability for deployment of the Patches that BT advises are available to address notified Vulnerabilities within your specific environment and for any post-implementation testing.

(c) BT may implement Patches with a High CVSS score or a Medium CVSS score, on your request, at an additional Charge.

(d) BT will implement a Patch for a Vulnerability with a Critical CVSS score, subject to your agreement and also agreeing an implementation time slot with you.

(e) BT will provide a secure mechanism on the Security Portal for you to confirm your agreement to BT implementing a Patch that BT has recommended.

(f) BT will specify an implementation window for BT to implement the Patches which will be typically a weekly six hour window outside of Business Hours for the Site where the Security Appliance is situated.

(g) BT will apply the Patch in the specified implementation window and confirm to you via the Security Portal when the Patch has been implemented.

(h) BT will roll the Patch back upon your request in the event that you detect undesirable side-effects. Any activity by BT required to resolve issues resulting from the implementation of a Patch is not covered by the Vulnerability Management and Patching and BT will invoice you for reasonable additional Charges.

(i) If you do not consent to accept and implement a Patch within 14 days of notification by BT of a recommended Patch, or if you request that an installed Patch is reversed out due to your specific undesirable side-effects, BT will be under no further obligation to provide further Vulnerability Management and Patching in respect of that Patch and will not have any liability for potential exposure should a threat subsequently exploit that related Vulnerability.

6.2.5 Foundation Plus

(a) BT will implement a Patch for a Vulnerability with a Critical CVSS score and a High CVSS score and latest stable variant of the vendor's general availability code, subject to your agreement and also agreeing an implementation time slot with you.

(b) BT may implement Patches with a Medium CVSS score, on your request, at an additional Charge.

6.2.6 Premium

(a) BT will implement a Patch for a Vulnerability with a Critical CVSS score, a High CVSS score and a Medium CVSS score and latest stable variant of the vendor's general availability code, subject to your agreement and also agreeing an implementation time slot with you.

6.3 **CSP Change Management Process**

6.3.1 BT will implement changes to the CSP(s) in response to your request subject to the following process:

(a) the authorised Customer Contact will submit requests to change the CSP(s) through the Security Portal, providing sufficient detail and clear instructions as to any changes required. If BT is aware that, or you advise BT that, you are unable to access the Security Portal, BT will direct you to the appropriate BT Personnel to review your request;

(b) BT will check each request for its complexity and assess whether the change should be completed via the CSP Change Management Process or whether it requires to proceed in accordance with Clause 31 (Service Amendment) of the General Terms;

(c) only CSP changes to rule-sets that define the operation of an Associated Service will be completed via the CSP Change Management Process;

(d) any change you request requiring physical changes to an Associated Service including Security Appliance upgrades or LAN re-arrangements, additional hardware or licences will proceed in accordance with Clause 31 (Service Amendment) of the General Terms; and

(e) BT may provide you with Professional Services at an additional Charge, at your request, to assist you in writing your change request.

6.3.2 Foundation

(a) BT will provide secure access to the Security Portal to all pre-agreed and authorised Customer Contacts to enable you to submit your change requests.

(b) Simple Changes subject to the Reasonable Use Policy set out in Paragraph 6.3.2(e) are included in the Charges.

(c) Complex Change requests will proceed in accordance with Clause 31 (Service Amendment) of the General Terms and BT will charge you the cost of implementing Complex Changes.

(d) BT will communicate the status of change requests via e-mail to the Customer Contact requesting the change and the status will be available also on the Security Portal for a period of six months.

(e) BT will apply the following "**reasonable use**" restrictions ("**Reasonable Use Policy**") for changes to the CSP(s):

(i) you will not raise Standard Change requests more frequently than:

i. six per month per Security Appliance in respect of Foundation;
ii. eight per month per Security Appliance in respect of Foundation Plus; and
iii. 10 per month per Security Appliance in respect of Premium;

(ii) you will not raise Urgent Change requests more frequently than:

i. one per month per Security Appliance in respect of Foundation;
ii. two per month per Security Appliance in respect of Foundation Plus; and
iii. three per month per Security Appliance in respect of Premium;

(iii) where BT's measurements show that change requests are being raised more frequently than as set out in Paragraphs 6.3.2(e)(i) and 6.3.2(e)(ii), BT may, either:

i. aggregate your requests over a period of time, so that they may be implemented more efficiently. In this event there may be some implementation delays; or

ii. review your requirements and agree with you an appropriate alternative implementation process and any associated charges.

(f) You will not, and ensure that Users with access to the Security Portal do not, submit any unauthorised changes.

(g) BT will process the changes permitted under the Reasonable Use Policy in the Target Implementation Times set out in Paragraph 14.

(h) BT will use reasonable endeavours to implement an Emergency Change as quickly as is reasonably practicable. BT may charge you the cost of implementing an Emergency Change.

(i) You are deemed to have approved all changes to the CSP(s) that you submit to BT.

(j) You are responsible for the impact of BT implementing the changes and BT is not liable for any consequences arising from the impact of the implementation of the changes.

6.3.3 Foundation Plus

(a) The authorised Customer Contact may submit requests to modify the CSP(s) either through the Security Portal or direct to the Security Optimisation Manager.

6.3.4 Premium

(a) BT will use reasonable endeavours to identify errors or potential unforeseen consequences of your requested Simple Changes and Complex Changes and advise you appropriately and will not be liable for any consequence arising from:

(i) your misspecification of your security requirements in the CSP(s); or

(ii) unforeseen consequences of a correctly specified and correctly implemented CSP(s).

7 Service Management Boundary

7.1.1 BT will provide and manage the BT Managed Security Service in accordance with Parts A, B and C of this Schedule and up to the Service Management Boundary as set out in the applicable Schedule or Annex for the Associated Service as set out in any applicable Order ("**Service Management Boundary**").

7.1.2 BT will have no responsibility for the BT Managed Security Service outside the Service Management Boundary.

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

7.1.4 Where BT is required to link to or utilise a non-BT provided network to enable BT to provide the BT Managed Security Service to you, and there is a subsequent failure to the third party network which causes disruption to the BT Managed Security Service, BT will have no liability to you relating to provision and performance of the BT Managed Security Service and BT's inability to provide the BT Managed Security Service, or its effect on other Associated Services. If BT is required to carry out additional work to resolve any issues arising, both of us will agree the additional work and additional Charges for such work. The Service Levels and Service Targets will not apply.

8 Equipment

8.1 Use of BT Equipment

In relation to BT Equipment, you will:

8.1.1 keep the BT Equipment safe and without risk to health;

8.1.2 only use the BT Equipment or allow it to be used, in accordance with any instructions or authorisation BT may give and for the purpose for which it is designed;

8.1.3 not move the BT Equipment or any part of it from the Site(s) without BT's written consent and you will pay BT's costs and expenses reasonably incurred as a result of such move or relocation;

8.1.4 not make any alterations or attachments to, or otherwise interfere with, the BT Equipment nor permit any person (other than a person authorised by BT) to do so, without BT's prior written consent and, if BT gives its consent, agree that any alterations or attachments are part of the BT Equipment;

8.1.5 not sell, charge, assign, transfer or dispose of or part with possession of the BT Equipment or any part of it;

8.1.6 not allow any lien, encumbrance or security interest over the BT Equipment, nor pledge the credit of BT for the repair of the BT Equipment or otherwise;

8.1.7 not claim to be owner of the BT Equipment and ensure that the owner of the Site(s) will not claim ownership of the BT Equipment, even where the BT Equipment is fixed to the Site(s);

8.1.8 obtain appropriate insurance against any damage to or theft or loss of the BT Equipment;

8.1.9 in addition to any other rights that BT may have, reimburse BT for any losses, costs or liabilities arising from your use or misuse of the BT Equipment or where the BT Equipment is damaged, stolen or lost, except where the loss or damage to BT Equipment is a result of fair wear and tear or caused by BT;

8.1.10 ensure that the BT Equipment appears in BT's name in your accounting books;

8.1.11 where there is a threatened seizure of the BT Equipment, or an Insolvency Event applies to you, immediately provide BT with Notice so that BT may take action to repossess the BT Equipment; and

8.1.12 notify any interested third parties that BT owns the BT Equipment.

8.2 **BT Equipment**

BT Equipment will remain BT's property at all times and risk in BT Equipment will pass to you upon delivery, whether or not the BT Equipment has been installed.

8.3 **WEEE Directive**

8.3.1 You will comply with Article 13 of the Waste Electrical and Electronic Equipment Directive 2012 ("**WEEE Directive**") for the costs of collection, treatment, recovery, recycling and environmentally sound disposal of any equipment supplied under the Contract that has become waste electrical and electronic equipment ("**WEEE**").

8.3.2 For the purposes of Article 13 of the WEEE Directive this Paragraph 8.3 is an alternative arrangement to finance the collection, treatment, recovery, recycling and environmentally sound disposal of WEEE.

8.3.3 You will comply with any information recording or reporting obligations imposed by the WEEE Directive.

9 Specific Terms

9.1 **Minimum Period of Service and Renewal Periods**

9.1.1 Unless one of us gives Notice to the other of an intention to terminate the BT Managed Security Service at least 90 days before the end of the Minimum Period of Service or a Renewal Period, at the end of the Minimum Period of Service or Renewal Period the BT Managed Security Service will automatically extend for a Renewal Period and:

(a) BT will continue to provide the BT Managed Security Service;

(b) the Charges applicable during the Minimum Period of Service may cease to apply and BT may propose changes to the Charges in accordance with Paragraph 9.1.2. If BT proposes changes to the Charges, BT will invoice you the Charges agreed in accordance with Paragraph 9.1.3 from the beginning of the following Renewal Period; and

(c) both of us will continue to perform each of our obligations in accordance with the Contract.

9.1.2 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**").

9.1.3 Within 30 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; or

(b) terminating the Contract at the end of the Minimum Period of Service or Renewal Period, as applicable.

9.1.4 If either of us gives Notice to the other of an intention to terminate the BT Managed Security Service in accordance with Paragraph 9.1.1 or Paragraph 9.1.3, BT will cease delivering the BT Managed Security Service at the time of 23:59 on the last day of the Minimum Period of Service or subsequent Renewal Period as applicable.

9.2 **Termination for Convenience**

9.2.1 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 BT Managed Security Service and or Associated Services by giving 90 days' Notice to the other.

9.2.2 If you terminate an Associated Service in accordance with Clause 17 of the General Terms and the termination has any impact on volume commitments or otherwise affects the agreed Charges, BT may amend the Charges to reflect this.

9.3 **Customer Committed Date**

9.3.1 If you request a change to the BT Managed Security Service or any part of the BT Managed Security Service, then BT may revise the Customer Committed Date to accommodate that change.

9.3.2 BT may expedite delivery of the BT Managed Security Service for operational reasons or in response to a request from you, but this will not revise the Customer Committed Date.

9.4 **Invoicing**

9.4.1 Unless set out otherwise in any applicable Order, 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, or where the installation period is estimated to be longer than one month, monthly in arrears starting from when you place an Order until the Service Start Date. Where you have purchased a number of Associated Services, reference in this Paragraph 9.4.1(a) to the Service Start Date will be to the Service Start Date of the Associated Service with the longest Initial Setup;

(b) Recurring Charges, monthly in advance, and for any period where the BT Managed Security Service or an Associated Service is provided for less than one month, the Recurring Charges will be calculated on a daily basis;

(c) any Charges for any Purchased Equipment in respect of an Associated Service from the Service Start Date, and those Charges that will apply from the date you take delivery or possession of that Purchased Equipment; and

(d) Professional Services Charges.

9.4.2 BT will usually install and commission BT Equipment or Purchased Equipment (where relevant) on the same day. If you require BT to delay commissioning once the BT Equipment or Purchased Equipment has been installed, BT may invoice Installation Charges at the date of installation and not after the Initial Setup. If commissioning is delayed for more than 30 days at your request, BT may commence invoicing for the Recurring Charges for the BT Managed Security Service and Associated Services and such Recurring Charges will be backdated to the date of installation.

9.4.3 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, including where the Incident has arisen as a result of you changing your CSP(s);

(b) in respect of Foundation and Foundation Plus, Charges for commissioning the Associated Services in accordance with Paragraph 10.2 outside of Business Hours;

(c) Charges for applying a Signature Update in accordance with Paragraph 5.4.2(f) outside of Business Hours;

(d) Charges for expediting provision of the BT Managed Security Service or an Associated Service at your request after BT has informed you of the Customer Committed Date;

(e) Charges for restoring the BT Managed Security Service or an Associated Service if the BT Managed Security Service or an Associated Service have been suspended in accordance with Clause 10.1.2 of the General Terms;

(f) Charges for cancelling the BT Managed Security Service or an Associated Service in accordance with Clause 16 of the General Terms;

(g) any charges incurred by BT from a supplier or vendor:

(i) for reinstating any lapsed software licences or required vendor support agreements where the licences or support agreements have lapsed as a result of any action you have taken or not taken or not complying with BT's instructions; or

(ii) if you cancel or terminate the software licence or vendor support agreement during the contract term or renewal period in accordance with Paragraph 5.6.1(d);

(h) Charges for appointing and providing a named BT Project Manager if you have purchased Foundation in accordance with Paragraph 3.1.10;

(i) Charges for providing a named BT Project Manager if you have purchased Foundation Plus in accordance with Paragraph 3.2.3;

(j) Charges for providing access to Logs outside the applicable periods set out in Paragraphs 5.5.3(c) and 5.5.4(a);

(k) Charges for logging requirements that BT deems are non-standard in accordance with Paragraph 5.5.3(g);

(l) Charges for logs being sent to and stored in a repository on your Site or third party premises in accordance with Paragraph 5.5.3(h);

(m) Charges for implementing Patches with a High CVSS Score or a Medium CVSS Score, on your request, if you have purchased Foundation, in accordance with Paragraph 6.2.4(c), or a Medium

CVSS Score on your request if you have purchased Foundation Plus in accordance with Paragraph 6.2.5(b);

(n) Charges for rolling back Patches on your request in accordance with Paragraph 6.2.4(h);

(o) Charges for the cost of implementing Complex Changes in accordance with Paragraph 6.3.2(c) and Emergency Changes in accordance with Paragraph 6.3.2(h);

(p) Charges associated with an appropriate alternative implementation process if you have raised change requests more frequently than allowed by the Reasonable Use Policy in accordance with Paragraph 6.3.2(e)(iii);

(q) Charges for any additional work carried out as a result of a failure to a third party network in accordance with Paragraph 7.1.4;

(r) Charges for an aborted Site visit in accordance with Paragraph 10.1.3;

(s) Charges for any equipment BT orders where you subsequently cancel or amend an Order and BT is unable to return the equipment to the supplier in accordance with Paragraph 10.1.3(b);

(t) Charges for the refresh or upgrade of Security Appliances or applications if required by you, unless the refresh or upgrade is operationally necessary to enable BT to continue to provide the BT Managed Security Service or an Associated Service. This does not apply to patching of applications or changes to the CSP. Any refresh or upgrade that is required as a result of capacity issues arising as a consequence of an increase in traffic or activation of new features will be charged to you;

(u) De-installation Charges within 60 days of de-installation of the Associated Services;

(v) any Termination Charges incurred in accordance with Paragraph 9.5 upon termination of the relevant Service;

(w) any Charges set out in the Associated Services Schedules or Annexes that are stated as still applicable to that Associated Service where that Associated Service is selected under the BT Managed Security Service; and

(x) any other Charges as set out in any applicable Order or the BT Price List or as otherwise agreed between both of us.

9.5 **Termination Charges**

9.5.1 If you terminate the Contract, the BT Managed Security Service or an Associated 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;

(b) De-installation Charges;

(c) any other Charges as set out in any applicable Order;

(d) any charges reasonably incurred by BT from a supplier as a result of the early termination including any charges in respect of software licences or vendor support agreements; and

(e) any waived Installation Charges.

9.5.2 In addition to the Charges set out at Paragraph 9.5.1 above, if you terminate during the Minimum Period of Service or any Renewal Period, you will pay BT:

(a) for any parts of the BT Managed Security Service or Associated Service that were terminated during the first 12 months of the Minimum Period of Service, Termination Charges, as compensation, equal to:

(i) 100 per cent of the Recurring Charges for any remaining months of the first 12 months of the Minimum Period of Service; and

(ii) 20 per cent of the Recurring Charges for the remaining months, other than the first 12 months of the Minimum Period of Service with the exception of the Recurring Charges for the Security Appliances provided on a rental basis which will be 100 per cent of the Recurring Charges; and

(b) for any parts of the BT Managed Security Service or Associated Service that were terminated after the first 12 months of the Minimum Period of Service or during a Renewal Period, Termination Charges, as compensation, equal to 20 per cent of the Recurring Charges for any remaining months of the Minimum Period of Service or the Renewal Period with the exception of the Recurring Charges for the Security Appliances provided on a rental basis which will be 100 per cent of the Recurring Charges.

9.5.3 If you terminate the BT Managed Security Service the Termination Charges set out in Paragraph 9.5.2 will be calculated on the Recurring Charges after any discount has been applied.

9.5.4 If you terminate an Associated Service or any part of an Associated Service, the Termination Charges will be calculated on the Recurring Charges for that Associated Service before any discount has been applied.

9.5.5 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. If you have paid the charges or fees for the software licence or vendor support agreement in advance, you may not be entitled to a refund of the charges for the remaining months of the contract term or renewal period.

9.6 **Upgrade to a Higher Graded Service Tier**

9.6.1 You may upgrade to a higher Graded Service Tier during the Minimum Period of Service.

9.6.2 No Termination Charges will be payable from the Graded Service Tier you are moving from. New Charges for the upgraded Graded Service Tier will be set out in the Order.

9.6.3 A new Minimum Period of Service will apply to the upgraded Graded Service Tier as set out in the Order.

9.6.4 You may not downgrade to a lower Graded Service Tier.

9.7 **TUPE**

9.7.1 You warrant that, as a result of BT providing the BT Managed Security Service and Associated Services, there is no person whose contract of employment will have the effect as if it was originally made between that person and BT in accordance with the Transfer of Undertakings (Protection of Employment) Regulations 2006 ("**TUPE**") or otherwise.

9.7.2 You will indemnify BT and keep BT indemnified from and against any TUPE Liabilities that BT incurs arising from the transfer to BT of the contract of employment of any person in breach of the warranty given at Paragraph 9.7.1 including, without limitation, any TUPE Liabilities suffered or incurred in connection with:

(a) any Employment Costs of any such person; or

(b) the employment or termination of employment of any such person prior to, on or after the Service Start Date.

9.7.3 The full or partial transfer of the BT Managed Security Service or an Associated Service from BT to you or any Successor Supplier may be a Relevant Transfer.

9.7.4 Where a Relevant Transfer occurs, except where any Outgoing Employees have objected in accordance with regulation 4(7) of TUPE, the employment contracts of the Outgoing Employees will be effective on and from the Service Transfer Date as if they were originally made between the Outgoing Employees and you (or where appropriate the Successor Supplier) except to the extent provided by TUPE.

9.7.5 Where Paragraph 9.7.4 applies:

(a) BT will provide Employee Liability Information for any Outgoing Employees in accordance with regulation 11 of TUPE;

(b) BT will discharge the Employment Costs for the Outgoing Employees up to the Service Transfer Date;

(c) you will, or will ensure that any Successor Supplier will, discharge the Employment Costs for the Outgoing Employees on and from the Service Transfer Date and make all necessary apportionments;

(d) we will each indemnify the other party (or where appropriate, the Successor Supplier) against all TUPE Liabilities arising from either of our failure to comply with the obligations set out in this Paragraph 9.7.5;

(e) BT will indemnify you (or where appropriate any Successor Supplier) from and against all TUPE Liabilities arising in connection with, or as a result of any act or omission of BT relating, to any Outgoing Employees' employment prior to the Service Transfer Date; and

(f) you will indemnify BT from and against all TUPE Liabilities arising in connection with, or as a result of any act or omission of you (or where appropriate any Successor Supplier) relating to, any Outgoing Employees' employment on or after the Service Transfer Date.

9.7.6 Any Successor Supplier will have the right to enforce the obligations owed to you, and the indemnities given to you by BT under Paragraph 9.7.5 in accordance with section 1(1) of the Contracts (Rights of Third Parties) Act 1999.

Part B – Service Delivery and Management

10 BT's Obligations

10.1 **Service Delivery**

Before the Service Start Date and, where applicable, throughout the provision of the BT Managed Security Service and Associated Services, BT will:

10.1.1 provide you with contact details for the Service Desk;

10.1.2 comply with all reasonable health and safety rules and regulations and reasonable security requirements that apply at the Site(s) and that you 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 Contract;

10.1.3 where applicable, arrange for any surveys to be conducted to confirm the availability of a suitable environment for provision of the Associated Services (including confirming the presence of Enabling Services). Where the surveys identify that additional work is required to be undertaken by you in order to provide a suitable environment, you will complete these works prior to installation of the applicable Associated Services. Failure to do so may result in a change to the Customer Committed Date, Charges for an aborted Site visit, or BT may provide a new quote to you, detailing the additional Charges you will need to pay for the additional work to be completed and:

(a) where you accept the new quote, BT will either:

(i) cancel the existing Order to the affected Site(s) and generate a new Order for the affected Site(s), with a new Customer Committed Date; or

(ii) modify the existing Order to reflect the new requirements and provide a new Customer Committed Date;

(b) where you do not accept the new quote or you do not instruct BT to proceed with the existing Order, BT will cancel your existing Order for the provision of the BT Managed Security Service or Associated Service to the affected Site(s) and BT will have no obligation to provide the BT Managed Security Service or Associated Service to that Site. You will pay BT for any equipment that BT orders to fulfil BT's obligations where you subsequently cancel or amend such Order and BT is unable to return the equipment to the supplier.

10.2 **Commissioning of the Service**

Before the Service Start Date, BT will:

10.2.1 install the BT Equipment for the Associated Services, if applicable;

10.2.2 install the Purchased Equipment for the Associated Services, if applicable;

10.2.3 configure the Associated Services, if required, in accordance with the CSP(s) policies selected by you, unless set out otherwise in this Schedule;

10.2.4 conduct a series of standard tests on the Associated Service to ensure that it is configured correctly;

10.2.5 connect the Associated Services to each Enabling Service as set out in the Schedule or Annex for the relevant Associated Service; and

10.2.6 on the date that BT has completed the activities in this Paragraph 10.2, confirm to you the date that the Initial Setup is complete, that the Controlled Deployment CSP Optimisation Period has commenced and the Service Start Date.

10.3 **During Operation**

On and from the Service Start Date, BT:

10.3.1 will maintain and will use reasonable endeavours to provide uninterrupted access to all pre-agreed and authorised Customer Contacts to the Security Portal but BT does not guarantee that the Security Portal will be available at all times or will be fault free;

10.3.2 may carry out Maintenance from time to time and will use reasonable endeavours to inform you at least five Business Days before any Planned Maintenance on the applicable Associated Service or BT Equipment, however, BT may inform you with less notice than normal where Maintenance is required in an emergency;

10.3.3 may, in the event of a security breach affecting the BT Managed Security Service or Associated Services, require you to change any or all of your passwords; and

10.3.4 will provide 24x7x365 on-Site maintenance response where this is available locally, where applicable. BT will advise you where this level of cover is not available and on-Site support will be provided between 0800 to 1700 Monday to Friday in the relevant country.

10.4 **The End of the Service**

10.4.1 On termination of the BT Managed Security Service by either of us, BT will terminate any rights of access to the Security Portal and relevant Software and cease providing all other elements of the BT Managed Security Service including the Associated Services.

10.4.2 On termination of any Associated Services by either of us, the provisions for the end of the service in the relevant Associated Service Schedule or Annex will apply.

10.4.3 If relevant, on your reasonable request prior to the termination of the Contract, BT will provide, where reasonably practicable and if applicable, configuration information relating to the BT Managed Security Service provided at the Site(s) in a format that BT reasonably specifies.

11 Your Obligations

11.1 **Service Delivery**

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

11.1.1 provide BT, and keep BT updated, with the names and contact details of the various Customer Contacts authorised to act on your behalf for BT Managed Security Service management matters including in respect of:

(a) management of Incidents;
(b) issues identified by BT as a result of monitoring the Associated Services;
(c) Signature Updates;
(d) accessing logs;
(e) Site access by BT or a third party acting on behalf of BT;
(f) managing resets and privileges to the Security Portal;
(g) Vulnerability Management and Patching;
(h) modification of the CSP(s), and

BT may also accept instructions from an individual who BT reasonably believes is acting with your authority;

11.1.2 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 BT Managed Security Service and Associated Services and ensure that an appropriate Customer Contact is available to escort the BT representatives at the Site as required;

11.1.3 provide BT with Notice of any health and safety rules and regulations and security requirements that apply at the Site(s) and where BT is required to carry out tasks prior to a Site visit or bring information to a Site such Notice shall be provided in advance to allow BT enough time to comply with this Paragraph 11.1.3;

11.1.4 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 BT Managed Security Service or the Associated Services being delivered by BT, BT may monitor and report to you the use of any targeted applications by them;
(b) ensure that your Users or other employees have consented or are deemed to have consented to such monitoring and reporting (if such consent is legally required); and
(c) agree that BT will not be liable for any failure by you to comply with this Paragraph 11.1.4, 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 11.1.4;

11.1.5 prepare and maintain the Site(s) for the installation of BT Equipment and Purchased Equipment, if applicable, and supply of the Associated Services, including:

(a) providing a suitable and safe operational environment for any BT Equipment or Purchased Equipment including all necessary trunking, conduits, cable trays, and telecommunications connection points in accordance with BT's reasonable instructions and applicable installation standards;
(b) take up or remove any fitted or fixed floor coverings, ceiling tiles and partition covers or provide any openings in buildings required to connect BT Equipment or Purchased Equipment to appropriate telecommunications facilities in time to allow BT to undertake any necessary installation or maintenance services;
(c) carry out any work that may be required after installation to make good any cosmetic damage caused during installation or maintenance;
(d) provide a secure, continuous power supply at the Site(s) for the operation and maintenance of the Associated Services, BT Equipment or Purchased Equipment at such points and with such

connections as BT specifies, and, in order to mitigate any interruption to the Associated Services resulting from failure in the principal power supply, provide back-up power with sufficient capacity to conform to the standby requirements of the applicable standards; and

(e) provide internal cabling between the BT Equipment and any Customer Equipment, as appropriate;

11.1.6 ensure that Associated Services are able to receive updates, such as Vulnerability signatures, directly over the Internet, or over an alternative path agreed with BT for that purpose;

11.1.7 retain responsibility for the CSP(s); and

11.1.8 allow BT to run discovery tools on your network to enhance and fine tune your CSP(s) or to assist in the resolution of Incidents.

11.2 **Controlled Deployment CSP Optimisation**

11.2.1 You will carry out the Controlled Deployment CSP Optimisation within the Controlled Deployment CSP Optimisation Period.

11.2.2 In respect of Foundation Plus and Premium, both of us will jointly carry out the Controlled Deployment CSP Optimisation. You will use reasonable endeavours to complete the Controlled Deployment CSP Optimisation as early into the Controlled Deployment CSP Optimisation Period as possible.

11.2.3 You will notify BT when you have completed the Controlled Deployment CSP Optimisation. If you do not provide BT with such Notice by the end of the Controlled Deployment CSP Optimisation Period, the Controlled Deployment CSP Optimisation will be deemed to have been completed by you.

11.2.4 BT will notify you of the date of completion of the Controlled Deployment CSP Optimisation.

11.2.5 You will submit any changes you require to the CSP as a result of the Controlled Deployment CSP Optimisation through the CSP Change Management Process.

11.3 **During Operation**

On and from the Service Start Date, you will:

11.3.1 ensure that Users report Incidents to the Customer Contact authorised to report Incidents and not to the Service Desk;

11.3.2 ensure that the authorised Customer Contact will take Incident reports from Users and pass these to the Service Desk in accordance with Paragraph 5.2, and is available for all subsequent Incident management communications;

11.3.3 notify BT of any planned work that may affect the BT Managed Security Service or an Associated Service or that may cause an Incident;

11.3.4 monitor and maintain any Customer Equipment connected to the BT Managed Security Service or the Associated Services or used in connection with BT Managed Security Service or the Associated Services;

11.3.5 ensure that any Customer Equipment that is connected to the BT Managed Security Service or the Associated Services or that you use, directly or indirectly, in relation to the BT Managed Security Service or the Associated Services is:

(a) adequately protected against viruses and other breaches of security;

(b) technically compatible with the BT Managed Security Service or the Associated Services and will not harm or damage BT Equipment, the BT Network, or any of BT's suppliers' or subcontractors' network or equipment; and

(c) connected, 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;

11.3.6 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,

and redress the issues with the Customer Equipment prior to reconnection to the BT Managed Security Service or the Associated Services;

11.3.7 distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the BT Managed Security Service or applicable Associated Service;

11.3.8 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;

11.3.9 ensure the security and proper use of all valid User access profiles, passwords and other systems administration information used in connection with the BT Managed Security Service and Associated Services and:

(a) assign User ID, tokens or passwords uniquely to named Users;

(b) ensure that Users:

(i) do not allow anyone else to use their token, ID or password;

(ii) do not leave their User account logged in while the computer is unattended and unlocked; or

(iii) attempt to access data that they are not authorised to access;

(c) immediately terminate access for any person who is no longer a User;

(d) inform BT immediately if a User's token, 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;

(e) take all reasonable steps to prevent unauthorised access to the BT Managed Security Service and Associated Services;

(f) satisfy BT's security checks if a password is lost or forgotten; and

(g) change any or all passwords or other systems administration information used in connection with the BT Managed Security Service and Associated Services if BT requests you to do so in order to ensure the security or integrity of the BT Managed Security Service and Associated Services;

11.3.10 ensure that the maximum number of Users will not exceed the permitted number of User identities as set out in any applicable Order;

11.3.11 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 BT Managed Security Service or Applicable Associated Service; and

11.3.12 access and check the Security Portal frequently for any updates, alerts, recommendations, reports or test results provided by BT.

11.4 **The End of the Service**

11.4.1 On termination of the BT Managed Security Service by either of us, you will:

(a) provide BT with all reasonable assistance necessary to remove BT Equipment from the Site(s);

(b) disconnect any Customer Equipment from BT Equipment located at the Site(s);

(c) not dispose of or use BT Equipment other than in accordance with BT's written instructions or authorisation;

(d) arrange for any BT Equipment located at the Site(s) to be returned to BT; and

(e) be liable for any reasonable costs of recovery that BT incurs in recovering the BT Equipment.

11.4.2 On termination of any Associated Services by either of us, the provisions for the end of the service in the relevant Associated Service Schedule or Annex will apply.

Part C – Service Targets and Service Levels

12 Service Targets Incident Management

	Incident Stage			
Priority	**Initial Response**	**Next Response**	**Further Responses**	**Target Restoration**
P1	you will be informed that BT is dealing with your Incident within 15 minutes of receiving it (either via an alert or by you advising BT)	First update within 30 minutes from the Incident ticket being opened	Every 60 minutes	4 hours
P2	you will be informed that BT is dealing with your Incident within 30 minutes of receiving it (either via an alert or by you advising BT)	First update within 60 minutes from the Incident ticket being opened	Every 2 hours	8 hours
P3	N/A	First update within 4 hours from the Incident ticket being opened	Every 4 hours	24 hours
P4	N/A	First update within 24 hours from the Incident ticket being opened	Every 24 hours	48 hours

12.1 BT will aim to provide you with an update on the progress of an Incident in accordance with the table above.

12.2 BT will not provide a progress update while BT is waiting on your input or feedback and the ticket will be put into Pending status.

12.3 When measuring both response and restoration timings and when measuring availability of the Service, the total time when the ticket is in Pending status will be excluded.

12.4 If BT does not receive your input or feedback following a request, you will be contacted by updates on the Security Portal or by a Notice via e-mail once per day for up to a maximum of 3 days after the request. At this point, if BT has still not heard from you, the ticket will be closed, and confirmation Notice will be sent to you via email.

12.5 BT will aim to restore the Associated Service affected by the Incident within the period set out in the table above.

12.6 The response times and restoration times are targets only and BT will have no liability for failure to meet them.

13 On Time Delivery

13.1 **On Time Delivery Service Level**

13.1.1 BT will deliver the BT Managed Security Service on or before the Customer Committed Date ("**On Time Delivery Service Level**").

13.1.2 The On Time Delivery Service Level does not apply to Foundation.

13.2 **On Time Delivery Service Credits**

13.2.1 If BT does not meet the On Time Delivery Service Level and subject to Paragraph 16, you may claim On Time Delivery Service Credits if you have reported the Qualifying Incident in accordance with Paragraph 5.2, for each day after the Customer Committed Date until the Service Start Date as set out in this Paragraph 13.2.

13.2.2 If both of us have agreed a revised Customer Committed Date in writing, or if BT exercises BT's right to revise the Customer Committed Date as set out in Paragraph 9.3.1 the calculation of any On Time Delivery Service Credits will be made by reference to the revised Customer Committed Date.

13.2.3 On Time Delivery Service Credits do not apply to Foundation.

13.3 **Exception**

The On-Time Delivery Service Level does not apply to upgrades or changes to the BT Managed Security Service, unless these require the installation of new components and have an agreed delivery date, in which case the Customer Committed Date will be that agreed delivery date.

14 CSP Change Request Delivery Time Targets

14.1 **Foundation Plus and Premium**

BT will aim to implement Standard, Urgent and Emergency Changes to your CSP(s) in accordance with the table set out below.

Request	Target Implementation Time: target implementation from acceptance by BT of your change request
Urgent Change and Emergency Change	4 Hours
Standard Change	8 Hours

14.2 There is no Target Implementation Time for Complex Changes.

14.3 Service Credits will not apply to any CSP(s) change requests.

15 Security Portal Target

15.1 BT will aim to action your request to create a new User on the Security Portal within one Business Day, except during periods of Maintenance.

15.2 Service Credits will not apply to a request to create a new User.

16 Requests for On Time Delivery Service Credits

16.1 You may request On Time Delivery Service Credits within 28 days of the end of the calendar month in which a Qualifying Incident occurred by providing details of the reason for the claim. Any failure by you to submit a request in accordance with this Paragraph 16.1 will constitute a waiver of any claim for On Time Delivery Service Credits for that calendar month.

16.2 Upon receipt of a valid request for On Time Delivery Service Credits in accordance with Paragraph 16.1:

16.2.1 BT will issue you with the applicable On Time Delivery Service Credits by deducting those On Time Delivery Service Credits from your invoice within two billing cycles of the request being received; and

16.2.2 following termination of the Contract where no further invoices are due to be issued by BT, BT will pay you the On Time Delivery Service Credits in a reasonable period of time.

16.3 The On Time Delivery Service Level and On Time Delivery Service Credits will be calculated in accordance with information recorded by, or on behalf of, BT.

16.4 The On Time Delivery Service Level under this Schedule will not apply:

16.4.1 in the event that Clause 8 or Clause 23 of the General Terms applies;

16.4.2 during any trial period of the BT Managed Security Service;

16.4.3 in the event that Paragraph 7.1.4 applies; or

16.4.4 in any additional events or circumstances set out in the equivalent Paragraph in any applicable Associated Services Schedule(s) or Annex(es).

Part D – Defined Terms

17 Defined Terms

In addition to the defined terms in the General Terms, capitalised terms in this Schedule will have the meanings below (and in the case of conflict between these defined terms and the defined terms in the General Terms or the Associated Services Schedules or Annexes, 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.

"**Alert Logs**" means logs that track alert events (e.g. anomaly detection).
"**Associated Services**" means the BT products and services that you can use with the BT Managed Security Service and that are set out in the Order.
"**Audit Logs**" means logs that track changes (e.g. firewall rule changes) and access (authentication/authorisation) attempts.
"**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 BT Managed Security Service or the Associated Services.
"**BT Managed Security Service**" has the meaning given in Paragraph 1.
"**BT Owned**" means the delivery model for the Associated Services where BT will provide, install and commission any BT Equipment, including any hardware and Software, licensing and support agreements for the Security Appliances and will arrange for any on-Site support and remote service management.
"**BT Personnel**" means all those employees of BT who are engaged in the provision of the BT Managed Security Service or Associated Services (or relevant part of the BT Managed Security Service or Associated Services) from time to time.
"**BT Price List**" means the document containing a list of BT's charges and terms that may be accessed at: http://www.bt.com/pricing (or any other online address that BT may advise you).
"**BT Project Manager**" means the project manager BT appoints to liaise with you on Initial Setup matters as set out in this Schedule.
"**Business Hours**" means between the hours of 0800 and 1700 in a Business Day.
"**Complex Change**" means a change that is not a Simple Change. Examples of Complex Changes are set out in the Customer Handbook, which will be shared with you when the Initial Setup phase has been completed.
"**Continuous Improvement**" means the continuous improvement phase of the BT Managed Security Service as set out in Paragraph 6.
"**Controlled Deployment**" means the controlled deployment phase of the BT Managed Security Service as set out in Paragraph 4.
"**Controlled Deployment CSP Optimisation**" means the fine tuning of your CSP(s), conducted by you or in respect of Foundation Plus or Premium only both of us jointly.
"**Controlled Deployment CSP Optimisation Period**" means in respect of:

(a) Foundation, 48 hours after receiving Notice from BT in accordance with Paragraph 10.2.6;
(b) Foundation Plus, up to 30 Business Days after receiving Notice from BT in accordance with Paragraph 10.2.6; and
(c) Premium, up to 30 Business Days after receiving Notice from BT in accordance with Paragraph 10.2.6.

"**Critical CVSS Score**" means a CVSS score range from 9.0 to 10.0.
"**CSP Change Management Process**" means the process in relation to changes to the CSP(s) as set out in Paragraph 6.3.
"**Customer Equipment**" means any equipment (including any Purchased Equipment) or any software, other than BT Equipment, used by you in connection with an Associated Service.
"Customer Handbook" means a document provided to you upon completion of the Initial Setup phase to provide you with information relevant to the BT Managed Security Service and Graded Service Tier purchased. The Customer Handbook is not a contractual document.
"**Customer Security Policy**" or "**CSP**" means your security policy containing the security rules, set and owned by you, that are applied to the applicable Associated Service and determine the operation of the applicable Associated Service.
"**CVSS**" means Common Vulnerability Scoring System v3.0.
"**De-installation Charges**" means the charges payable by you on de-installation of the Associated Services that are equal to the then current rates for Installation Charges on the date of de-installation.
"**Emergency Change**" means a highly critical, Simple Change that must be implemented as soon as possible specifically to address an issue having an adverse impact to business operations, or to prevent or resolve a P1 Incident.
"**Employment Costs**" means all employment costs including all salaries, wages, commissions, incentive payments, bonuses, all statutory contributions, holiday pay (including payment for accrued but untaken

holiday), national insurance contributions, pension and employer insurance contributions made to or on behalf of an employee, taxation (including all income tax deductible under PAYE), expenses and all other emoluments, benefits and outgoings.
"**Employee Liability Information**" means such information as set out in regulation 11(2) of TUPE.
"**Enabling Service**" means services that are necessary for an Associated Service to function as set out in the Associated Service Schedule or Annex and you will ensure that these services meet the minimum technical requirements that BT specifies.
"**Foundation**" means the Foundation Graded Service Tier as set out in this Schedule.
"**Foundation Plus**" means the Foundation Plus Graded Service Tier as set out in this Schedule.
"**General Terms**" means the general terms to which this Schedule is attached or can be found at http://www.bt.com/terms, and that form part of the Contract.
"**Graded Service Tier**" is the term used to describe the level of management features for the BT Managed Security Service and is classified as either Foundation, Foundation Plus or Premium.
"**High CVSS Score**" means a CVSS score ranging from 7.0 to 8.9.
"**Incident**" means an unplanned interruption to, or a reduction in the quality of, the BT Managed Security Service or Associated Services or particular element of the BT Managed Security Service or Associated Services.
"**Initial Setup**" means the facilitation of the setup and delivery of the Associated Services as set out in Paragraph 3.
"**Installation Charges**" means those Charges set out in any applicable Order in relation to installation of the Associated Services, Purchased Equipment or BT Equipment as applicable and includes any work carried out or to be carried out by BT during Initial Setup and Controlled Deployment. This may include Charges relating to the supply of one-off or perpetual licences.
"**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.
"**Local Area Network**" or "**LAN**" means the infrastructure that enables the ability to transfer IP services within Site(s) (including data, voice and video conferencing services).
"**Medium CVSS score**" means a CVSS score ranging from 5.0 to 6.9.
"**Minimum Period of Service**" means a period of 12 consecutive months beginning on the Service Start Date, unless set out otherwise in any applicable Order.
"**Monitoring and Management**" means the monitoring and management phase of the BT Managed Security Service as set out in Paragraph 5.
"**Notice to Amend**" has the meaning given in Paragraph 9.1.2.
"**On Time Delivery Service Credits**" means the Service Credit available of £100.00 per day for each Associated Service that fails to meet the On Time Delivery Service Level up to a maximum amount equal to the Installation Charges for that Associated Service.
"**On Time Delivery Service Level**" has the meaning given in Paragraph 13.1.
"**Operational Logs**" means logs that track activity (e.g. allow/deny on a firewall).
"**Outgoing Employees**" means the BT Personnel who are assigned to the provision of the BT Managed Security Service or Associated Services (or any relevant part of the BT Managed Security Service or Associated Services) at any Service Transfer Date.
"**P1**" has the meaning given in the table at Paragraph 5.2.1(e).
"**P2**" has the meaning given in the table at Paragraph 5.2.1(e).
"**P3**" has the meaning given in the table at Paragraph 5.2.1(e).
"**P4**" has the meaning given in the table at Paragraph 5.2.1(e).
"**Patch**" means vendor provided software intended to address a specific Vulnerability.
"**Pending**" means the status of an Incident Ticket when BT is awaiting your feedback. During this time, the Incident clock is paused, and the duration of this status is excluded from response, restoration and availability measurements.
"**Planned Maintenance**" means any Maintenance BT has planned to do in advance.
"**Premium**" means the Premium Graded Service Tier as set out in this Schedule.
"**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 BT Managed Security Service or an Associated Service has been modified or altered in any way by you, or by BT in accordance with your instructions;
(b) 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;

(e) you requested BT to test the BT Managed Security Service or an Associated Service at a time when no Incident has been detected or reported; or

(f) the Incident has arisen as a result of you changing your CSP(s).

"**Reasonable Use Policy**" has the meaning given in Paragraph 6.3.2(e).

"**Recurring Charges**" means the Charges for the BT Managed Security Service or applicable part of the BT Managed Security Service that are invoiced repeatedly in every payment period (e.g. every month), as set out in any applicable Order. This may include Charges relating to recurring licenses and third party support agreements.

"**Relevant Transfer**" has the meaning given in TUPE.

"**Renewal Period**" means for each BT Managed Security Service, the initial 12 month period following the Minimum Period of Service, and each subsequent 12 month period, or any period as agreed by both of us.

"**Resource**" means a physical resource such as CPU or RAM present on a Security Appliance utilised during the use of the Security Appliance and exhaustion of that Resource would cause an Incident in or degradation of the relevant Associated Service.

"**Security Appliance**" means the BT Equipment or Purchased Equipment that BT manages on your behalf as part of the Associated Services used to apply the CSP(s). The Security Appliance may be physical or virtual.

"**Security Operations Centre**" or "**SOC**" means the BT team responsible for the Monitoring and Management of the services provided under the BT Managed Security Service.

"**Security Optimisation Manager**" means the security manager appointed by BT who will work with you in respect of the activities as set out in Paragraphs 6.1 and 6.3.3(a).

"**Security Portal**" means one or more webpages made available to you by BT to provide for one or more specific functions in relation to the BT Managed Security Service or Associated Services.

"**Security Threat Intelligence**" or "**STI**" means the security threat intelligence service set out in Paragraph 5.1.

"**Service Desk**" means the helpdesk that you are able to contact to submit service requests, report Incidents and ask questions about the BT Managed Security Service or the Associated Services.

"**Service Level**" means the On Time Delivery Service Level set out in this Schedule and the Service Levels set out in the applicable Associated Service(s) Schedule(s) or Annex(es).

"**Service Management Boundary**" has the meaning given in Paragraph 7.1.1.

"**Service Start Date**" means the date BT first makes a BT Managed Security and an Associated Service available to you which will be the date of completion of the Initial Setup.

"**Service Target**" means any target that BT aims to meet as set out in this Schedule or an Associated Service Schedule or Annex.

"**Service Transfer Date**" means the date on which the BT Managed Security Service or an Associated Service transfers from BT to you or any Successor Supplier.

"**Signature Updates**" means vendor specific updates that address the known counter measure to threats.

"**Simple Change**" means the Simple Changes set out in the Customer Handbook which will be shared with you when the Initial Setup phase has been completed.

"**Site**" means a location at which the BT Managed Security Service or the Associated Service is provided.

"**Standard Change**" means in respect of a Simple Change upgrades and modifications needed as a result of planned developments and security improvements.

"**Successor Supplier**" means any person or entity that provides all or part of the BT Managed Security Service or Associated Services or services similar or equivalent to all or part the BT Managed Security Service or Associated Services instead of BT (or its subcontractors).

"**Target Implementation Time**" means the target implementation time from acceptance by BT of your CSP change request as set out in the table in Paragraph 14.1.

"**Target Restoration Time**" has the meaning given in the table at Paragraph 12 for the relevant priority level and Graded Service Tier.

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

"**TUPE**" means Transfer of Undertakings (Protection of Employment) Regulations 2006 and the legislation, regulation, enactment, agreement or other instrument implementing the provisions of EC Directives No. 77/187 dated 14 February 1977, 2001/23 dated 12 March 2001 or any other equivalent local legislation.

"**TUPE Liability**" and "**TUPE Liabilities**" means all awards, compensation, costs, expenses, losses, liabilities, damages, claims, proceedings, awards, fines, orders, demands, actions, payments by way of settlement, penalties, tribunal awards and other liabilities (including legal and other professional fees and expenses on an indemnity basis and any liability to taxation).

"**Unified Threat Management**" or "**UTM**" means an approach to information security where a single hardware or software installation provides multiple security functions.

"**Urgent Change**" means in respect of a Simple Change upgrades and modifications needed as a result of unplanned activities or unforeseen activities, but which are not critical to maintaining the security of the organisation.

"**User Guides**" means the documents that set out details on how you:

(a) access the Security Portal;
(b) make changes to the CSP(s); and
(c) access reports.

"**Vulnerability**" means a software susceptibility that may be exploited by an attacker.

"**Vulnerability Management and Patching**" means the vulnerability management and patching of Security Appliances services set out in Paragraph 6.2.

"**WEEE**" has the meaning given in Paragraph 8.3.1.

"**WEEE Directive**" has the meaning given in Paragraph 8.3.1.