

BT Security Threat Defence Schedule to the General Terms

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A NOTE ON 'YOU'

'You' and 'your' mean the Customer.

Phrases that refer to 'either one of us', 'each of us', 'both of us', 'one of us' or 'we both' mean one or both of BT and the Customer, whichever makes sense in the context of the sentence.

Part A – The Service

1 SERVICE SUMMARY

BT will provide you with the BT Security Threat Defence service that scans for infections in your network by monitoring network traffic and payload downloads to identify hidden threats and malicious network activity and that is comprised of:

- 1.1 the Standard Service Components; and
- 1.2 the Service Option that you may select as set out in any applicable Order, (the "**Service**").

2 STANDARD SERVICE COMPONENTS

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

2.1 The Sentry and Virtual Sentry

2.1.1 BT will provide you with a Sentry or a Virtual Sentry. BT will either:

- (a) deliver the Sentry to the Site; or
- (b) where you select a Virtual Sentry, BT will provide you with access to the Virtual Sentry.

2.2 STD Managed Device

2.2.1 BT will supply you with and install the BT Security Threat Defence managed device ("**STD Managed Device**") at the Site.

3 SERVICE OPTIONS

BT will provide you with the following options that are selected by you as set out in any applicable Order ("**Service Options**") and in accordance with the details set out in that Order.

3.1 FireEye Mandiant Professional Services

BT will re-sell you any of the following FireEye Mandiant security focused consultancy services that you request in an Order ("**FireEye Mandiant Professional Services**"), that will be provided by the STD Supplier and that will be subject to the terms and conditions of a Statement of Work entered into between you and the STD Supplier.

3.1.1 The Incident Response Service (<https://www.fireeye.com/services/mandiant-incident-response.html>)

The STD Supplier will investigate and resolve computer security events ranging from single-system compromises to enterprise-wide intrusions by advanced attack groups that span hundreds of thousands of systems and will provide the following actions as agreed in the Statement of Work:

- (a) resolution and remediation of security events; and
- (b) the implementation of long-term solutions to address systemic causes of the security event.

3.1.2 The Incident Response Retainer (<https://www.fireeye.com/services/mandiant-incident-response-retainer-services.html>)

The STD Supplier will provide you with a retainer to the incident response teams that will reserve access for you so that you receive a higher priority response to security incidents, in order to minimise their impact on your business.

3.1.3 The Compromise Assessment Service (<https://www.fireeye.com/services/mandiant-compromise-assessment.html>)

The STD Supplier will evaluate the compromise history of your systems, to confirm whether threats are currently operating undetected in your systems and will identify historic threats to your system. The results and recommendations will be given to you in a detailed summary report.

- 3.1.4 **Security Program Assessment** (<https://www.fireeye.com/services/mandiant-security-program-assessment.html>)
The STD Supplier will provide you with tailored, actionable recommendations to help improve your security position, reduce risk and eliminate the consequences of any threatened or actual security incidents.
- 3.1.5 **Vulnerability Assessment** (<https://www.fireeye.com/services/mandiant-vulnerability-assessment.html>)
The STD Supplier will evaluate your computer systems, applications and networks to see if there are any weaknesses in your security that are most likely to be used by attack groups to compromise your network environment.
- 3.1.6 **Response Readiness Assessment** (<https://www.fireeye.com/services/mandiant-response-readiness-assessment.html>)
The STD Supplier will carry out an inventory and assess and compare your existing incident response capabilities, processes, and tools with leading practices to develop specific, cost-effective recommendations to improve your security position.
- 3.1.7 **ICS Security Gap Assessment** (<https://www.fireeye.com/services/mandiant-industrial-control-system-gap-assessment.html>)
The STD Supplier will identify gaps in your industrial control system security program, get a technical review of your internet connection sharing architecture and teach you how to improve the security of your internet connection sharing and supervisory control and data acquisition systems.
- 3.1.8 **Cyber Defense Center Development** (<https://www.fireeye.com/services/mandiant-cyber-defense-center-development.html>)
The STD Supplier will build either a computer incident response team or security operations centre for you to better manage your security processes and allow you to better resolve future cyber threats.
Unless otherwise set out in a Statement of Work:
- (a) the FireEye Mandiant Professional Services will expire after 12 months of the effective date of the applicable Statement of Work;
 - (b) you are responsible for maintaining proper back-up procedures of all data and records that come from the FireEye Mandiant Professional Services;
 - (c) you agree and acknowledge that all rights, title and interest in the FireEye Mandiant Professional Services (or any tools used to deliver the FireEye Mandiant Professional Service) and any related intellectual property rights remain in or are immediately assigned to the STD Supplier; and
 - (d) if either you or the STD Supplier do not comply in any material way with the terms in this Paragraph or the applicable Statement of Work and you do not rectify the situation within 30 days after the non-breaching party has sent notice in writing, the non-breaching party can give the other party 24 hours' notice and end the affected Statement of Work. If the Statement of Work terminates, you will have to pay all unpaid fees and expenses that you have incurred up to the point at which the contract ended to the STD Supplier.

4 SERVICE MANAGEMENT BOUNDARY

- 4.1 BT will provide and manage the Service as set out in Parts B and C of this Schedule and as set out in the Order from the point where you present traffic to, or receive traffic from, any infrastructure owned or controlled by the STD Supplier ("**Service Management Boundary**").
- 4.2 BT will have no responsibility for the Service outside of the Service Management Boundary.
- 4.3 BT does not make any representations, whether express or implied, about whether the Service will operate in combination with any Customer Equipment or other equipment and software.
- 4.4 Where the Service is provided using the Virtual Sentry, you will be responsible for all underlying equipment, the operating system and the virtual machine environment. BT will be responsible for how well the Virtual Sentry works and the Virtual Sentry installation files supplied as an open virtualisation format package.

5 ASSOCIATED SERVICES AND THIRD PARTIES

- 5.1 You will have the following services in place that will connect to the Service and are necessary for the Service to function and will ensure that these services meet any minimum technical requirements that BT specifies:
- 5.1.1 Internet connection; and

- 5.1.2 a VPN,
(each an “Enabling Service”).
- 5.2 If BT provides you with any services other than the Service (including, but not limited to any Enabling Service) this Schedule will not apply to those services and those services will be governed by their separate terms and conditions.
- 5.3 BT will not be liable for failure to or delay in supplying the Service if another supplier delays or refuses the supply of an electronic communications service to BT and no alternative service is available at reasonable cost.

6 SPECIFIC TERMS AND CONDITIONS

6.1 Minimum Period of Service

- 6.1.1 At the end of the Minimum Period of Service, unless one of us gives Notice to the other of an intention to terminate the Service in accordance with the Contract, BT will continue to provide the Service and both of us will continue to perform each of our obligations in accordance with the Contract.
- 6.1.2 In the event that one of us gives at least 90 days’ written Notice to the other of an intention to terminate the Service at the end of the Minimum Period of Service, BT will cease delivering the Service at the time of 23.59 on the last day of the Minimum Period of Service.

6.2 Service Warranty

- 6.2.1 BT will provide the Service to you on an “as is” and “as available” basis.
- 6.2.2 BT does not guarantee that:
- (a) the Service will be performed error-free or uninterrupted or that BT will correct all errors in the Service;
 - (b) the Service will operate in combination with your content or applications or with any other software, hardware, systems or data;
 - (c) the Service, including any products, information or other material you obtain under or in connection with this Contract, will meet your requirements; and
 - (d) the Service will detect or block all malicious threats.
- 6.2.3 You acknowledge and agree that you are ordering the Service for your network and systems as currently assessed by you and that any changes that you make to your network and systems may result in limitations of the Service. You may have the option to order upgrades to rectify this. If you select one or more Service Options you will discuss any upgrades to the applicable FireEye Mandiant Professional Services or amendments to the Statement of Work with the STD Supplier directly.

6.3 Other terms

- 6.3.1 You will own all right, title and interest in and to all of the Customer Data and will have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.
- 6.3.2 You agree that Personal Data may be transferred or stored outside the European Economic Area or the country where you and your Users are located in order to carry out the Service and BT’s other obligations under this Contract.
- 6.3.3 You will be responsible for results obtained from the use of the Service, and for conclusions drawn from such use. BT will have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to BT by you in connection with the Service, or any actions taken by BT at your direction.

6.4 EULA

- 6.4.1 You acknowledge that the Service can only be provided by BT if you have entered into an end user licence agreement with the STD Supplier in the form set out at <https://www.fireeye.com/company/legal.html>, as may be amended or supplemented from time to time by the STD Supplier (“EULA”).
- 6.4.2 By accepting the terms of the EULA you acknowledge their conditions and agree to observe and comply with them for any and all use of the Service.
- 6.4.3 You accept responsibility in accordance with the terms of the EULA for the use of the software accessible through the Service. You will follow all instructions given to you by the STD Supplier.
- 6.4.4 You acknowledge that you enter into the EULA for your own benefit and that the rights, acknowledgements, undertakings, warranties and indemnities granted under the EULA are between you and the STD Supplier only. BT does not grant you any rights from, or make any warranties to you about, the terms of the EULA or any services provided to you by the STD Supplier.

6.4.5 You will report any breach or suspected breach of the EULA to the STD Supplier directly as soon as you become aware of it.

6.4.6 Any loss or damage suffered by you or the STD Supplier under the EULA will be enforceable only between you and the STD Supplier, and will not be enforceable against BT.

6.5 Access to Emergency Services

You acknowledge and agree that the Service does not provide the ability for Users to call the emergency services by dialling “999” or “112” and that alternative arrangements should be made to cover this including the maintenance of a fixed telephone number.

6.6 Cancellation Charges

6.6.1 For the purposes of Clause 16.2 of the General Terms, if you cancel an Order, or part of it, any time before the Service Start Date you will have to pay BT the Cancellation Charges as set out below:

(a) if you cancel any FireEye Mandiant Professional Services, you will pay the Charge as set out in the Order.

Part B – Service Delivery and Management

7 BT'S OBLIGATIONS

7.1 Service Delivery

Before the Service Start Date and, where applicable, throughout the provision of the Service, BT:

- 7.1.1 will provide you with contact details for the helpdesk that you will be able to contact to submit service requests, report Incidents and ask questions about the Service (“**Service Desk**”);
- 7.1.2 will comply with all reasonable health and safety rules and regulations and reasonable security requirements that apply at a Site and are notified to BT in writing. BT will not be liable if, as a result of any such compliance, BT is in breach of any of BT’s obligations under this Contract;
- 7.1.3 will provide you with a date on which delivery of the Service (or each part of the Service, including to each Site) is due to start (“**Customer Committed Date**”) and will use commercially reasonable endeavours to meet any Customer Committed Date;
- 7.1.4 where the Site is located within the EU, will dispatch any Purchased Equipment for delivery to the applicable Site as set out in the Order;
- 7.1.5 if agreed between both of us as set out in the Order, will install any Purchased Equipment at the applicable Sites, in which case BT will:
 - (a) test Purchased Equipment to ensure that it is ready for use; and
 - (b) on the date that BT has completed those tests, confirm to you that the Purchased Equipment is available for use.
- 7.1.6 where the Site is located within a country in the EU other than the Territory:
 - (a) BT will not sell you the Purchased Equipment if you are not VAT-registered in the delivery country; and
 - (b) BT will not include installation unless the Reverse Charge Mechanism applies to such services in that country.

7.2 Commissioning of the Service

7.2.1 Before the Service Start Date, BT will:

- (a) configure the STD Managed Device to forward logs and all alerts and events to the Sentry or the Virtual Sentry, as applicable, that will in turn forward log files to the Service Desk for analysis;
- (b) remotely configure the BT Equipment and Purchased Equipment used in the supply of the Service and, following installation of BT Equipment and Purchased Equipment by BT, conduct a set of standard tests to ensure that the configuration at a Site is functioning correctly;
- (c) conduct a series of standard tests on the Service to ensure that it is configured correctly;
- (d) provide IP Address range(s) of the gateways at the Service Desk that will be supporting you; and
- (e) confirm to you the Service Start Date, which for a Site will occur when the STD Managed Device and the Sentry or Virtual Sentry, as applicable, are installed and configured allowing remote connectivity to the Service Desk.

7.3 During Operation

On and from the Service Start Date, BT:

- 7.3.1 may carry out Maintenance from time to time and will endeavour to inform you at least five Business Days before any Planned Maintenance to the Service, however you agree that BT may inform you with less notice than normal where emergency Maintenance is required;
- 7.3.2 will provide the Service to you based on the technical and business information provided in writing by you, including the information contained in the CEP;
- 7.3.3 will review the STD Managed Device configuration before taking management responsibility and will provide recommendations. In order to complete the review, you will provide BT with remote access to the STD Managed Device with authority rights to retrieve the STD Managed Device configuration;
- 7.3.4 may provide administrative changes, maintenance updates and, where made available by the STD Supplier, system upgrades to the STD Managed Device;
- 7.3.5 will perform configuration changes to the STD Managed Device in order to improve security of your network. Any changes BT performs will be in line with practices developed by BT, industry events and new vulnerability

and security threats. You acknowledge and agree that these changes exclude any changes requested by you or the STD Supplier or changes needed due to your business changes;

7.3.6 if you request a change, will respond to and confirm in writing the STD Managed Device configuration change requests. Upon agreement of any change requests, BT will schedule the changes with the Customer Contact, coordinate with the Customer Contact to implement the changes and provide such changes; and

7.3.7 will contact you in the event that the STD Managed Device under monitoring and/or management is suspected to have failed or needs physical maintenance.

7.4 The End of the Service

On termination of the Service by either one of us, or expiry, BT:

7.4.1 will provide configuration information relating to the Service provided at the Site(s) in a format that BT reasonably specifies; and

7.4.2 may disconnect and remove any BT Equipment located at the Site(s).

8 YOUR OBLIGATIONS

8.1 Service Delivery

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

8.1.1 provide BT with the names and contact details of any individuals authorised to act on your behalf for Service management matters ("**Customer Contact**"), but BT may also accept instructions from a person who BT reasonably believes is acting with your authority;

8.1.2 provide BT with a completed CEP and you acknowledge and agree that BT will not start BT's delivery processes until BT has received and approved the completed CEP;

8.1.3 promptly notify BT in writing of changes to information contained in the CEP;

8.1.4 provide BT with any information reasonably required without undue delay;

8.1.5 provide BT with access to your Site(s) during Business Hours, or as otherwise agreed, to enable BT to set up, deliver and manage the Service;

8.1.6 complete any preparation activities that BT may request to enable you to receive the Services promptly and in accordance with any reasonable timescales;

8.1.7 notify BT in writing of any health and safety rules and regulations and security requirements that apply at a Site;

8.1.8 in jurisdictions where an employer is legally required to make such disclosure to its employees and/or Users:

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

8.1.9 ensure that the LAN protocols and applications you use will be compatible with the Service;

8.1.10 provide and maintain the Enabling Services at the Site(s) for use with the Service. You will pay all charges related to provision and use of such connection and report any incidents in the connection directly to the supplier of the connection;

8.1.11 be responsible for ensuring that the STD Managed Device is sending log files to the Sentry or Virtual Sentry;

8.1.12 ensure BT has sole administrative access to the operating system and the application on the STD Managed Device;

8.1.13 install the STD Managed Device on hardware approved by BT and ensure that no additional software is installed on the STD Managed Device;

8.1.14 activate the STD Managed Device making it accessible remotely by the Service Desk;

8.1.15 enable remote access to the STD Managed Device via secure communications;

8.1.16 maintain support and maintenance contracts with the STD Supplier on the STD Managed Device for the term of the Contract;

- 8.1.17 provide BT with exclusive administrative access to the STD Managed Device and the underlying operating system if necessary. You acknowledge that you will have no administrative rights to the STD Managed Device to ensure that all changes are only made by BT;
- 8.1.18 be responsible for, and will ensure that you and any of your Users comply with, all applicable licensing and regulatory requirements for use of the Service including but not limited to the local law and regulations that apply to the export and re-export of any software, technology or devices. BT may ask you to produce proof of compliance with such licensing and regulatory requirements before the Service Start Date. If you cannot produce this proof to BT's satisfaction, BT may suspend Service delivery or cancel any applicable Order and any Charges set out in this Schedule in connection with such suspension or cancellation will apply;
- 8.1.19 comply with all of the terms set out in any Statement of Work and any other document relating to the acceptable use of the FireEye Mandiant Professional Services;
- 8.1.20 where applicable, respond and action any alerts from BT regarding hardware, software and maintenance;
- 8.1.21 perform hardware upgrades, at your own cost, including replacement of hardware that cannot support new vendor software releases or cannot meet your performance demands;
- 8.1.22 where you have chosen the Sentry to access the Service, install the Sentry in accordance with the instructions supplied with the Sentry;
- 8.1.23 where you have chosen the Virtual Sentry to access the Service, download, install and initially configure the Virtual Sentry, in accordance with the instructions provided by the Service Desk;
- 8.1.24 contact the Service Desk to initiate BT's remote configuration of the Sentry or Virtual Sentry, as applicable, in accordance with Paragraph 7.2.1;
- 8.1.25 once the STD Managed Device is set-up for remote access, confirm in writing to BT that the service is activated;
- 8.1.26 provide BT with the name and contact details of at least one individual who will be responsible for receiving the Purchased Equipment at the Site;
- 8.1.27 prepare and maintain the Site for the installation of BT Equipment and Purchased Equipment and supply of the Service, including, without limitation:
 - (a) provide a suitable and safe operational environment for any BT Equipment and/or Purchased Equipment including all necessary trunking, conduits, cable trays, and telecommunications connection points in accordance with BT's reasonable instructions and in accordance with applicable installation standards;
 - (b) take up or remove any fitted or fixed floor coverings, ceiling tiles and partition covers and/or provide any openings in buildings required to connect BT Equipment and/or Purchased Equipment to appropriate telecommunications facilities in time to allow BT to undertake any necessary installation or maintenance Services and carry out afterwards any work that may be required to make good any cosmetic damage caused during the installation or maintenance Services;
 - (c) provide a secure, continuous power supply at the Site for the operation and maintenance of the Service and BT Equipment and/or Purchased Equipment at such points and with such connections as BT specifies. In order to mitigate any Service interruption resulting from failure in the principal power supply, you will provide back-up power with sufficient capacity to conform to the standby requirements of the applicable British standards; and
 - (d) provide internal cabling between the BT Equipment and any Customer Equipment, as appropriate.
- 8.1.28 until ownership in any Purchased Equipment transfers to you in accordance with Paragraph 16.3:
 - (a) keep the Purchased Equipment safe and without risk to health;
 - (b) only use the Purchased Equipment, or allow it to be used, in accordance with any instructions BT may give and for the purpose for which it is designed;
 - (c) not move the Purchased Equipment or any part of it from the Site;
 - (d) not make any alterations or attachments to the Purchased Equipment without BT's prior written consent. If BT gives consent, any alterations or attachments will become part of the Purchased Equipment;
 - (e) not sell, charge, assign, transfer or dispose of or part with possession of the Purchased Equipment or any part of it;
 - (f) not allow any lien, encumbrance or security interest over the Purchased Equipment, nor pledge the credit of BT for the repair of the Purchased Equipment or otherwise;
 - (g) not claim to be owner of the Purchased Equipment and ensure that the owner of the Site will not claim ownership of the Purchased Equipment, even if the Purchased Equipment is fixed to the Site;

- (h) obtain appropriate insurance against any damage to or theft or loss of the Purchased Equipment;
- (i) indemnify BT against all claims and proceedings arising from your use of the Purchased Equipment or if the Purchased Equipment is damaged, stolen or lost. You will keep BT informed of anything which may affect BT's rights, or involve BT in any proceedings, loss or liability;
- (j) ensure that the Purchased Equipment appears in BT's name in your accounting books; and
- (k) if there is a threatened seizure of the Purchased Equipment, or anything listed in Clause 18.3 of the General Terms applies to you, immediately notify BT and BT may take action to repossess the Purchased Equipment. You will also notify interested third parties that BT owns the Purchased Equipment.

8.2 Service Operation

On and from the Service Start Date, you will:

- 8.2.1 ensure that Users report Incidents to the Customer Contact and not to the Service Desk;
- 8.2.2 ensure that the Customer Contact will take Incident reports from Users and pass these to the Service Desk using the reporting procedures agreed between both of us, and will be available for all subsequent Incident management communications;
- 8.2.3 monitor and maintain any Customer Equipment connected to the Service or used in connection with a Service;
- 8.2.4 ensure that any Customer Equipment that is connected to the Service or that you use, directly or indirectly, in relation to the Service is:
 - (a) connected and used in accordance with any instructions, standards and safety and security procedures applicable to the use of that Customer Equipment;
 - (b) technically compatible with the Service and will not harm or damage BT Equipment, the BT Network, or any of BT's supplier's (including the STD Supplier's) or subcontractor's network or equipment;
 - (c) adequately protected against viruses and other breaches of security; and
 - (d) approved and used in accordance with relevant instructions and Applicable Law; and
- 8.2.5 immediately disconnect any Customer Equipment, or advise BT to do so at your expense, if Customer Equipment does not meet any relevant instructions, standards or Applicable Law.

8.3 The End of the Service

On termination of the Service by either one of us, you will:

- 8.3.1 provide BT with all reasonable assistance necessary to remove BT Equipment from the Sites;
- 8.3.2 disconnect any Customer Equipment from BT Equipment located at the Sites;
- 8.3.3 not dispose of or use BT Equipment other than in accordance with BT's written instructions or authorisation;
- 8.3.4 arrange for any BT Equipment located at the Sites to be returned to BT; and
- 8.3.5 be liable for any reasonable costs of recovery that BT incurs in recovering the BT Equipment.

9 NOTIFICATION OF INCIDENTS

Where you become aware of an Incident:

- 9.1 the Customer Contact will report it to BT's Service Desk;
- 9.2 BT will give you a unique reference number for the Incident ("Ticket");
- 9.3 BT will inform you when BT believes the Incident is cleared, and will close the Ticket when:
 - 9.3.1 you confirm that the Incident is cleared within 24 hours of being informed; or
 - 9.3.2 BT has attempted unsuccessfully to contact you, in the way agreed between both of us, in relation to the Incident and you have not responded within 24 hours of BT's attempt to contact you.
- 9.4 If you confirm that the Incident is not cleared within 24 hours of being informed, the Ticket will remain open, and BT will continue to work to resolve the Incident.
- 9.5 Where BT becomes aware of an Incident, Paragraphs 9.2, 9.3 and 9.4 will apply.

10 INVOICING

- 10.1 BT will invoice you for the Charges for the Service as set out in Paragraph 10.2 in the amounts and currency specified in the applicable Order.
- 10.2 Unless stated otherwise in an applicable Order, BT will invoice you for:
 - 10.2.1 Non-Recurring Charges, in your first invoice, which include:

- (a) Installation Charges; and
 - (b) Purchased Equipment Charges.
- 10.2.2 Recurring Charges, monthly, quarterly or annually in advance, as selected by you in the Order, on the first day of the applicable period (for any period where Service is provided for less than the relevant invoicing period, the Recurring Charges will be calculated on a monthly or daily basis as applicable). Recurring Charges will be charged from the Service Start Date and include the following:
 - (a) Charges for use of the Sentry; and
 - (b) Charges for management of the Service.
- 10.2.3 De-installation Charges within 60 days of de-installation of the Service; and
- 10.2.4 any Termination Charges incurred in accordance with Clause 21 of the General Terms and Paragraph 11 below, upon termination of the relevant Service.
- 10.3 BT may invoice you for any of the following Charges in addition to those set out in the Order:
 - 10.3.1 Charges for investigating Incidents reported by you, where BT finds no Incident or that the Incident is outside the Service Management Boundary;
 - 10.3.2 Charges for commissioning the Service, as set out in Paragraph 7.2, outside of Business Hours;
 - 10.3.3 Charges for restoring Service if the Service has been suspended in accordance with Clause 10.1.2 of the General Terms;
 - 10.3.4 Charges for cancelling the Service in accordance with Clause 16 of the General Terms;
 - 10.3.5 Charges for expediting provision of the Service at your request after you have been informed of the date for delivering the Service; and
 - 10.3.6 any other Charges set out in any applicable Order or otherwise agreed between both of us.

11 CHARGES AT THE END OF THE CONTRACT

- 11.1 If you exercise your right under Clause 17 of the General Terms to terminate the Contract or any Service for convenience, you will pay BT:
 - 11.1.1 all outstanding Charges for Service rendered;
 - 11.1.2 any De-installation Charges;
 - 11.1.3 any remaining Charges outstanding with regard to BT Equipment or Purchased Equipment;
 - 11.1.4 any other Charges set out in the Order;
 - 11.1.5 all committed costs to a supplier (including the STD Supplier) incurred by BT as a result of your commitment to BT under the Contract, which BT cannot reasonably mitigate; and
 - 11.1.6 all incremental fees or charges incurred by BT from a supplier (including the STD Supplier) due to the early termination; and
- 11.2 In addition to the Charges set out at Paragraph 11.1 above, if you terminate during the Minimum Period of Service or any Renewal Period, you will pay BT:
 - 11.2.1 for any parts of the Service that were terminated during the first 12 months of the Minimum Period of Service, Termination Charges, as compensation, equal to:
 - (a) 100 per cent of the Recurring Charges for any remaining months of the first 12 months of the Minimum Period of Service; and
 - (b) 20 per cent of the Recurring Charges for the remaining months, other than the first 12 months, of the Minimum Period of Service; and
 - (c) any waived Installation Charges; and
 - 11.2.2 for any parts of the 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.

12 SERVICE AMENDMENT

- 12.1 You may request, by giving BT Notice, a change to:
 - 12.1.1 an Order for the Service (or part of an Order) at any time before the applicable Service Start Date; or
 - 12.1.2 the Service at any time after the Service Start Date.

- 12.2 If you exercise your right under Paragraph 12.1, and except where a change results from BT's failure to comply with BT's obligations under the Contract, BT will, within a reasonable time, provide you with a written estimate, including:
- 12.2.1 the likely time required to deliver the changed Service; and
 - 12.2.2 any changes to the Charges due to the changed Service.
- 12.3 BT has no obligation to proceed with any change that you request under Paragraph 12.1, unless and until we both agree in writing on the necessary changes to the Charges, implementation timetable and any other relevant terms of the Contract to take account of the change.
- 12.4 If BT changes a Service prior to the Service Start Date because you have given BT incomplete or inaccurate information, or where you notify BT in writing of changes to information contained in the CEP in accordance with Paragraph 8.1.3, BT may, in BT's reasonable discretion, apply additional reasonable one-time and/or Recurring Charges.

13 IP ADDRESSES AND DOMAIN NAMES

- 13.1 Except for IP Addresses expressly registered in your name, all IP Addresses and Domain Names made available with the Service will at all times remain BT's property or the property of BT's suppliers and will be non-transferable. All of your rights to use such IP Addresses and/or Domain Names will cease on termination or expiration of the Service.
- 13.2 BT cannot ensure that any requested Domain Name will be available from or approved for use by the Internet Registration Authorities and BT has no liability for any failure in the Domain Name registration, transfer or renewal process.
- 13.3 You warrant that you are the owner of, or are authorised by the owner of the trade mark or name that you wish to use as a Domain Name.
- 13.4 You are responsible for all fees associated with registration and maintenance of your Domain Name, and will reimburse BT for any and all fees that BT pays to any Internet Registration Authorities, and thereafter be responsible for paying such fees directly to the relevant Internet Registration Authorities.

14 BT EQUIPMENT

- 14.1 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.
- 14.2 You will not use BT Equipment other than in accordance with BT's written instructions or authorisation and will not move, add to, reconfigure, modify or otherwise interfere with BT Equipment, nor permit any other person (other than a person authorised by BT) to do so.
- 14.3 You will be liable to BT for any loss of or damage to BT Equipment, except where the loss or damage is a result of fair wear and tear or caused by BT.
- 14.4 You will not move or relocate any BT Equipment without BT's prior written consent and you will pay BT's costs and expenses reasonably incurred as a result of such move or relocation.

15 WEEE DIRECTIVE

- 15.1 You will be responsible under 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").
- 15.2 Each of us acknowledge that for the purposes of Article 13, this Paragraph 15 is an agreement stipulating other financing arrangements for the collection, treatment, recovery, recycling and environmentally sound disposal of WEEE.
- 15.3 You will be responsible for any information recording or reporting obligations imposed by the WEEE Directive.
- 15.4 You will indemnify BT against any claims or legal proceedings that are brought or threatened against BT by a third party which would not have been caused or made had you fulfilled your express or implied obligations under this Paragraph 15 or in connection with the WEEE Directive.
- 15.5 BT will notify you of any such claims or proceedings and keep you informed as to the progress of such claims or proceedings.

16 PURCHASED EQUIPMENT

- 16.1 **Consumer Regulations**

Where you place an Order acting for purposes which are related to your trade, business or profession, it will be deemed a business to business transaction to which the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 do not apply.

16.2 Sale of Goods

The UN Convention on Contracts for the International Sale of Goods will not apply to the Contract.

16.3 Transfer of Title and Risk

16.3.1 Where the Purchased Equipment is delivered to a Site that is located within the Territory:

- (a) title in the Purchased Equipment (except for the Intellectual Property Rights) will pass to you when you have paid for the Purchased Equipment in full;
- (b) if BT delivers or installs the Purchased Equipment, risk will pass to you on delivery of the Purchased Equipment, but you will not be liable for any loss or damage that is caused by BT's negligence; and
- (c) if BT does not deliver or install the Purchased Equipment, risk will pass to you when you take possession of the Purchased Equipment;

16.4 Acceptance

16.4.1 Where the Site is located within the Territory, the Purchased Equipment will be deemed to have been accepted:

- (a) if BT does not install the Purchased Equipment, when you take delivery or possession of the Purchased Equipment; and
- (b) if BT installs the Purchased Equipment, the Service Start Date.

16.4.2 Except where you have relied on BT's written advice, it is your responsibility to satisfy yourself as to the suitability of Purchased Equipment for your needs.

16.5 Warranty

16.5.1 Provided that you have a valid and active maintenance agreement in place with the STD Supplier in accordance with Paragraph 8.1.16, at any time following the Service Start Date (or any other period that BT gives you Notice of), if you report to BT in accordance with Paragraph 9 that there is an Incident in the Purchased Equipment which is due to faulty design, manufacture or materials, or BT's negligence, BT will, or will arrange for the manufacturer or other third party to, replace or (at BT's option) repair the part affected by, or causing the Incident free of charge, unless:

- (a) the Purchased Equipment has not been properly kept, used and maintained in accordance with the manufacturer's or BT's instructions, if any;
- (b) the Purchased Equipment has been modified without BT's written consent;
- (c) the Incident is due to accidental or wilful damage, interference with or maintenance of Purchased Equipment by persons other than BT, or a third party authorised by BT;
- (d) the Incident is due to faulty design by you where the Purchased Equipment has been manufactured to your design; or
- (e) the Incident is due to fair wear and tear.

16.5.2 If requested by BT, you will return the Purchased Equipment affected by an Incident to BT or to the manufacturer or other third party, in accordance with BT's instructions, for repair or replacement as set out in Paragraph 16.5.1.

16.5.3 BT does not warrant that the software supplied under the Contract will be free of all Incidents or that its use will be uninterrupted, but BT will remedy any defects that significantly impair performance (where necessary, by arrangement between both of us) within a reasonable time.

16.6 Security

16.6.1 You are responsible for the proper use of any user names, personal identification numbers and passwords used with the Purchased Equipment, and you will take all necessary steps to ensure that they are kept confidential, secure and not made available to unauthorised persons.

16.6.2 BT does not guarantee the security of the Purchased Equipment against unauthorised or unlawful access or use.

Part C – Service Levels

17 SERVICE AVAILABILITY

17.1 Availability Service Level

- 17.1.1 In the event of an STD Service Outage lasting longer than 120 consecutive minutes, BT will provide you with a credit equivalent to, on a pro rata basis, 100 US Dollars, converted into pound sterling at the then prevailing market rate, for every hour of the STD Service Outage Duration above 120 consecutive minutes (“**STD Service Credit**”).
- 17.1.2 The STD Service Credit will not exceed 25 per cent of the Charges for the affected STD Service in the month that the STD Service Outage occurred.
- 17.1.3 For the purposes of calculating the duration of an STD Service Outage, it will only be an STD Service Outage where:
- (a) you have deployed the STD Managed Device in a live environment;
 - (b) as BT recommends, you have a secondary network of STD Managed Devices available for you to use if any single appliance fails and as a consequence, the Service is not interrupted; and
 - (c) the Service affected is running the latest release of the Software.
- 17.1.4 If one or more STD Managed Device is affected or fails but there is no impact to the overall Service, there will not be an STD Service Outage.

18 REQUESTS FOR SERVICE CREDITS

- 18.1 STD Service Credits may only be used to order further products and training from the STD Supplier through BT and will be shown as a credit on the applicable invoice.
- 18.2 You may request applicable Service Credits within 28 Business Days of the end of the calendar month in which the STD Service Outage occurred by providing details of the reason for the claim, including the STD Service Outage Duration, and any failure by you to submit a request in accordance with this Paragraph 18.2 will constitute a waiver of any claim for Service Credit(s) in that calendar month.
- 18.3 All Service Levels and Service Credits will be calculated in accordance with information recorded by, or on behalf of, BT.
- 18.4 The Service Levels under this Schedule will not apply:
- 18.4.1 in the event that Clause 8 of the General Terms applies;
 - 18.4.2 during any trial period of the Service;
 - 18.4.3 to failures due to any Force Majeure Event; and
 - 18.4.4 if you have not complied with the Contract.

Part D – Defined Terms

19 DEFINED TERMS

In addition to the defined terms in the General Terms, capitalised terms in this Schedule will have the following meanings (and in the case of conflict between these defined terms and the defined terms in the General Terms, these defined terms will take precedence for the purposes of this Schedule):

“STD Managed Device” means a combination of hardware and software managed by BT that is used to deliver the STD Service.

“STD Service Credit” has the meaning given in Paragraph 17.1.

“STD Service Outage” means you are not receiving the Service due to a complete failure in the STD Managed Device, which is not the result of any act or omission by you.

“STD Service Outage Duration” means the time starting when you open the support case with BT and ending when a successful solution or workaround allowing for full restoration of the Service provided by BT to you, whether or not you have implemented such solution or workaround.

“STD Supplier” means, as applicable, FireEye, Incorporated or FireEye Ireland Limited.

“Business Hours” means between the hours of 0800 and 1700 in a Business Day.

“CEP” means Customer Enrolment Package, a document in which you record the configuration information required for delivery of the Service.

“Customer Committed Date” has the meaning given in Paragraph 7.1.3.

“Customer Contact” has the meaning given in Paragraph 8.1.1.

“Customer Data” means the data inputted by you or your Users for the purpose of using the Service.

“Customer Equipment” means any equipment and any software, other than BT Equipment, used by you in connection with a Service.

“De-installation Charges” means the charges payable by you on de-installation of the Service that will be equal to the then current rates for Installation Charges on the date of de-installation.

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

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

“FireEye Mandiant Professional Services” has the meaning given in Paragraph 3.1.

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

“Installation Charges” means those Charges set out in the Order in relation to installation of the Service, Customer Equipment and/or BT Equipment as applicable.

“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.

“Internet Registration Authority” means an internationally recognised organisation that logs the registered owners of Domain Names and manages Domain Name registries for the country or international community that it represents.

“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 Sites (including data, voice and video conferencing services).

“Minimum Period of Service” means a period of 12 consecutive months beginning on the Service Start Date, unless otherwise set out in an Order.

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

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

“Renewal Period” means for each Service, the initial 12 months period following the Minimum Period of Service, and each subsequent 12 months period.

“Reverse Charge Mechanism” means the method by which customers within the European Union can self-assess for domestic VAT on cross-border purchases in accordance with Articles 194 – 199 of Council Directive 2006/112/EC.

“Sentry” means the passive data receiver, which is BT Equipment, used by BT to provide the Service.

“Service” has the meaning given in Paragraph 1.

“Service Desk” has the meaning given in Paragraph 7.1.1.

“Service Management Boundary” has the meaning given in Paragraph 4.1.

“Statement of Work” means the statement of work between you and the STD Supplier.

“Termination Charges” means those Charges incurred in accordance with Paragraph 10.1.

“Territory” means the United Kingdom.

“Ticket” has the meaning given in Paragraph 9.2.

“Virtual Sentry” means a virtual device owned by BT to be hosted on your server. The Virtual Sentry performs the same functionality as the Sentry.

“VPN” or **“Virtual Private Network”** means a network that appears private to your Users while being provided over network infrastructure that is shared with BT’s other customers. Unless otherwise agreed in writing, communications over your VPN are restricted to those Sites belonging to your VPN.