BT Compute Protect server security
Schedule to the PSA

Contents

Part A – The BT Compute Protect server security Service

1 SERVICE SUMMARY

BT will provide the Customer with a right to access and use a self-service portal where the Customer can select and configure modules to protect Virtual Machines against Internet security threats, comprising the Standard Service Components up to the Service Management Boundary as set out in Paragraph 3 ("**Compute Protect server security Service**").

2 STANDARD SERVICE COMPONENTS

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

2.1 **Security Modules:** The Customer will be able to choose and configure via the Portal any of the following standard security modules provided by the Supplier ("**Security Modules**"):

2.1.1 **Anti-malware:** protects VMs against viruses and other malware;

2.1.2 **Web reputation service:** protects Users and applications by blocking access to malicious URLs;

2.1.3 **File and system integrity monitoring for compliance:** helps to detect unauthorised, unexpected and suspicious changes to files, directories, registry keys and values;

2.1.4 **Intrusion detection and protection:** enables Deep Packet Inspection to provide protection against the exploitation of network security vulnerabilities;

2.1.5 **Stateful Firewall:** allows the Customer to restrict access to the VM only to the necessary ports, protocols and IP addresses for the correct functioning of the server and application, reducing the risk of unauthorised access; and

2.1.6 **Log inspection:** enables the Customer to identify and report important security events.

2.2 **Information and Reports:** BT will provide the Customer, via the Portal, with access to security monitoring information and reports depending on the modules that the Customer has selected in the Order.

2.3 **Updates:** BT will provide the Customer, via the Portal, with continuous and automatic updating of Virus Pattern Files to protect against Internet security threats.

3 SERVICE MANAGEMENT BOUNDARY

3.1 BT will provide and manage the Service in accordance with Part B of this Schedule ("**Service Management Boundary**").

3.2 BT will have no responsibility for the Compute Protect server security Service outside the Service Management Boundary.

3.3 BT does not make any representations, whether express or implied, about whether the Compute Protect server security Service will operate in combination with any Customer Equipment or other equipment and software.

3.4 The Supplier will not have any direct liability to the Customer.

3.5 Given the nature and volume of malicious and unwanted electronic content, BT does not warrant that the Compute Protect server security Service is error free or will detect all security or malicious code threats or that use of the Compute Protect server security Service will keep the Customer`s network or computer systems free from all viruses or other malicious or unwanted content or safe from intrusions or other security breaches.

4 ASSOCIATED SERVICES AND THIRD PARTIES

4.1 The Customer will have in place or will purchase the following services that will connect to the Compute Protect server security Service and are necessary for the Compute Protect server security Service to function and will ensure that these services meet the minimum technical requirements that BT specifies:

4.1.1 a BT Cloud Environment Service; and

4.1.2 an Internet connection.

(each an "**Enabling Service**").

4.2 The Customer will provide and maintain any Customer Equipment necessary for the Enabling Services. The Customer will pay all charges related to provision, maintenance and use of such Enabling Services and report any incidents on these Enabling Services directly to the suppliers for each Enabling Service.

4.3 If BT provides the Customer with any services other than the Compute Protect server security 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.

5 SPECIFIC TERMS

5.1 **Changes to the Compute Protect server security Service**

5.1.1 BT may amend the Charges at any time by either:

(a) publishing the amendment online via the Portal; or

(b) by giving Notice to the Customer.

5.1.2 BT may propose changes to this Schedule (unless those changes relate to the Charges where Paragraph 5.1 applies) by giving Notice to the Customer at least 30 days prior to the change taking effect ("**Notice to Amend**").

5.1.3 Within 21 days of any Notice to Amend, the Customer will provide BT Notice:

(a) agreeing to the changes BT proposed, in which case those changes will apply from the date of that BT and the Customer have agreed; or

(b) terminating the Agreement.

5.1.4 If BT and the Customer have not reached agreement in accordance with Paragraph 5.1.3(a)5.1.3(a) within 15 days, the terms of this Schedule will continue to apply unless the Customer gives Notice in accordance with Paragraph 5.1.3(b) or BT may give Notice of termination, in which case BT will immediately cease delivering the Compute Protect server security Service.

5.1.5 Except as set out above in Paragraphs 5.1.1 and 5.1.2, both BT and the Customer will agree any other changes to the Agreement.

5.2 **Termination for Convenience**

5.2.1 The following clause will replace and supersede Clause 12.1 of the General Terms and Conditions.

5.2.2 The Customer may terminate the Compute Protect server security Service via the Portal at any time.

5.2.3 If the Customer terminates the Compute Protect server security Service in accordance with Paragraph 5.2.2:

(a) the Customer will pay any outstanding Charges for services rendered up to the date of termination; and

(b) BT will refund the Customer any remaining balance which the Customer has paid in advance, but the refund will be subject to the Customer adjusted for any discounts that have been received due to the advance payment.

5.2.4 Terminating the Compute Protect server security Service in accordance with paragraph 5.2.2 above will result in the loss of any unused Monthly Allowance.

5.2.5 BT may, at any time after the Operational Service Date and without cause, terminate the Compute Protect server security Service or any applicable Order by giving the Customer at least 90 days' Notice.

5.3 **Licence**

5.3.1 BT gives the Customer the non-exclusive, non-transferable and limited right to use the Compute Protect server security Service for the Customer`s internal business purposes only.

5.3.2 BT may directly or through the Supplier, take reasonable steps to prevent unauthorised access to, or use of, the Compute Protect server security Service.

5.3.3 The Customer will not and will not allow others to:

(a) try to decipher, disassemble, decrypt, discover the source code or object code or underlying ideas, algorithms, file formats, programming, or interoperability interfaces of the Compute Protect server security Service, including any embedded software;

(b) sell, transfer or sub-licence the Compute Protect server security Service, including any embedded software or related documentation to another person or entity;

(c) rent, lease, loan, auction, or resell the Compute Protect server security Service, any embedded software and related documentation;

(d) adapt, translate or create derivative works of the Compute Protect server security Service, any embedded software or related documentation;

(e) use Compute Protect server security Service or any embedded software to provide services to third parties; and

(f) use the Compute Protect server security Service other than as specifically described in and in accordance with the accompanied documentation that comes with the Compute Protect server security Service or authorise others to do any of the actions set out in this Clause 5.3.3.

5.3.4 The Customer grants BT and the Supplier the right to:

(a) use uploaded data from the Compute Protect server security Service to improve their products and services;

(b) share data that has been identified as malicious or unwanted content with their affiliates and security partners; or

(c) use and disclose uploaded data for analysis or reporting purposes only if any such use, sharing or disclosure does not identify the Customer or include any information that can be used to identify any individual person.

5.3.5 **Additional Terms**

(a) Any Additional Terms will not be binding on BT, the Supplier or the Customer, even if use of the Compute Protect server security Service requires the Customer to "**accept**" those Additional Terms before the Customer is granted access to them.

5.4 **Service Limitations**

5.4.1 The Compute Protect server security Service is neither designed nor intended for use in:

(a) the design, construction, operation or maintenance of any nuclear facility;

(b) aircraft navigation, communications, or operating systems;

(c) air traffic control systems;

(d) operating life-support or life critical medical equipment; or

(e) any other equipment or systems in which the circumvention or failure of Compute Protect server security Service could lead or contribute to death, personal injury, or physical property or environmental damage.

5.4.2 The Customer will be responsible for the Customer`s compliance with the Additional Terms directly to the third party supplier listed on those Additional Terms. BT will have no responsibility to the Customer in relation to the Additional Terms.

5.5 **Invoicing**

5.5.1 Unless set out otherwise in any applicable Order, BT will invoice the Customer for the following Charges in the amounts set out in any applicable Order:

(a) Usage Charges, monthly in arrears (depending on the Customer`s billing frequency as set out in the Order), calculated at the then current hourly rates set out on the Portal;

(b) if set out in an Order, a Monthly Allowance; and

(c) Professional Services Charges, if applicable.

5.5.2 BT may invoice the Customer for any of the following Charges in addition to those set out in any applicable Order:

(a) Charges for investigating Incidents that the Customer reports to BT where BT finds no Incident or that the Incident is caused by something for which BT is not responsible under the Agreement;

(b) Charges for commissioning the Compute Protect server security Service in accordance with Paragraph 6.1 outside of Business Hours;

(c) Charges for expediting provision of the Compute Protect server security Service at the Customer`s request after BT has informed the Customer of the Operational Service Date; and

(d) any other Charges as set out in any applicable Order or the BT Price List or as otherwise agreed between both BT and the Customer.

5.5.3 The Customer may purchase the Monthly Allowance in advance at the beginning of a calendar month and BT will apply the Monthly Allowance as a credit on the Customer`s account against the Customer`s Usage Charges for that month. Any unused Monthly Allowance will be carried forward to the next billing period.

5.6 **Service Amendment**

5.6.1 The Customer may make changes to the Security Modules the Customer wishes to use as part of the Compute Protect server security Service via the Portal at any time. It is the Customer`s responsibility to ensure that any changes the Customer makes to the Security Modules have been correctly applied on the Portal.

5.6.2 If the Customer makes a change to the Compute Protect server security Service in accordance with Paragraph 5.6.1, the Charges the Customer has to pay for the Compute Protect server security Service will automatically update on the Portal within two Business Days of the date the Customer made the Customer`s changes to the Compute Protect server security Service.

Part B – Service Delivery and Management

6 BT'S OBLIGATIONS

6.1 **Commissioning of the Service**

Before the Operational Service Date, BT will:

6.1.1 connect the Compute Protect server security Service to each Enabling Service; and

6.1.2 on the date that BT has completed the activities in this Paragraph 6.1, confirm to the Customer the Operational Service Date.

6.2 **During Operation**

On and from the Operational Service Date, BT:

6.2.1 will respond and use reasonable endeavours to remedy an Incident without undue delay if the Customer reports an Incident with the Compute Protect server security Service or the BT Network;

6.2.2 will maintain the Portal and a server to provide the Customer with online access to performance reports;

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

6.2.4 may, in the event of a security breach affecting the Compute Protect server security Service, require the Customer to change any or all of the Customer`s passwords.

6.3 **The End of the Service**

On termination of the Compute Protect server security Service by either BT or the Customer, BT:

6.3.1 will provide configuration information relating to the Compute Protect server security Service provided at the Site(s) in a format that BT reasonably specifies;

6.3.2 may delete any Content; and

6.3.3 will produce a final invoice for the Customer within a month of the date of termination.

7 CUSTOMER`S OBLIGATIONS

7.1 **Service Delivery**

Before the Operational Service Date and, where applicable, throughout the provision of the Compute Protect server security Service, the Customer will:

7.1.1 provide BT with the names and contact details of the Customer Contact, but BT may also accept instructions from a person who BT reasonably believes is acting with the Customer`s authority;

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

7.1.3 comply with, and ensure that Users comply with the BT Acceptable Use Policy in the receipt and use of the Service(s);

7.1.4 complete any preparation activities that BT may request to enable the Customer to receive the Compute Protect server security Service promptly and in accordance with any reasonable timescales; and

7.1.5 ensure that the Customer has registered for access to the Portal and the Customer holds a valid username and password for the Portal.

7.2 **During Operation**

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

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

7.2.2 comply with any instructions BT gives the Customer to allow the Customer to access the Compute Protect server security Service;

7.2.3 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 BT and the Customer, and is available for all subsequent Incident management communications;

7.2.4 monitor and maintain any Customer Equipment connected to the Compute Protect server security Service or used in connection with a Compute Protect server security Service;

7.2.5 ensure that any Customer Equipment that is connected to the Compute Protect server security Service or that the Customer uses, directly or indirectly, in relation to the Compute Protect server security Service is:

(a) connected using the applicable BT Network termination point, unless the Customer has BT's permission to connect by another means; and

(b) technically compatible with the Compute Protect server security Service and will not harm or damage BT Equipment, the BT Network, the Portal or any of BT's suppliers' or subcontractors' network or equipment;

7.2.6 immediately disconnect any Customer Equipment, or advise BT to do so at the Customer`s expense, where Customer Equipment does not meet any relevant instructions, standards or Applicable Law;

7.2.7 distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the Compute Protect server security Service;

7.2.8 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;

7.2.9 ensure the security and proper use of all valid User access profiles, passwords and other systems administration information used in connection with the Compute Protect server security Service and:

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

(b) inform BT immediately if a User's ID or password has, or is likely to, become known to an unauthorised person, or is being or may be used in an unauthorised way;

(c) take all reasonable steps to prevent unauthorised access to the Compute Protect server security Service;

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

(e) change any or all passwords or other systems administration information used in connection with the Compute Protect server security Service if BT requests the Customer to do so in order to ensure the security or integrity of the Compute Protect server security Service.

7.2.10 regularly back up the Customer`s data and computer systems on a separate media;

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

7.2.12 not allow any User specific subscription to be used by more than one individual User unless it has been reassigned in its entirety to another individual User, in which case the Customer will ensure the prior User will no longer have any right to access or use the Compute Protect server security Service.

8 NOTIFICATION OF INCIDENTS

Where the Customer becomes aware of an Incident:

8.1 the Customer Contact will report it to the Service Desk;

8.2 BT will give the Customer a Ticket;

8.3 BT will inform the Customer when it believes the Incident is cleared and will close the Ticket when:

8.3.1 the Customer confirms that the Incident is cleared within 24 hours after having been informed; or

8.3.2 BT has attempted unsuccessfully to contact the Customer, in the way agreed between both BT and the Customer in relation to the Incident, and the Customer has not responded within 24 hours following BT's attempt to contact the Customer.

8.4 If the Customer confirms that the Incident is not cleared within 24 hours after having been informed, the Ticket will remain open, and BT will continue to work to resolve the Incident.

Part C – Service Levels

9 SERVICE LEVELS

There are no Service Levels for this Compute Protect server security Service.

Part D – Defined Terms

10 DEFINED TERMS

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

"**Additional Terms**" means any shrink-wrap, click-wrap, or other terms and conditions or agreements which the Customer may need to accept when the Customer installs any third party software necessary for the functioning of the Compute Protect server security Service or any of the Software Modules.

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

(a) the Bribery Act 2010 and the Foreign Corrupt Practices Act of 1977 of the United States of America; and

(b) any relevant export laws and regulations, including ones in the United States of America.

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

"**BT Cloud Environment Service**" means a BT-branded service or product through which BT offers or markets to its customers a BT cloud environment for their own business use.

"**BT Network**" means the communications network owned or leased by BT and used to provide the Service.

"**BT Price List**" means the document containing a list of BT's charges and terms that may be accessed at: www.bt.com/pricing (or any other online address that BT may advise the Customer).

"**Business Hours**" means between the hours of 0800 and 1700 in a Business Day.

"**Compute Management System**" or "**CMS**" means the online portal and the automation / orchestration system that manages and drives the Compute Protect server security Service.

"**Compute Protect server security Service**" has the meaning given in Paragraph 1.

"**Content**" means applications, data, information (including emails), video, graphics, sound, music, photographs, software or any other material.

"**Customer Contact**" means any individuals authorised to act on the Customer`s behalf for Compute Protect server security Service management matters.

"**Customer Equipment**" means any equipment including any Purchased Equipment and any software, other than BT Equipment, used by the Customer in connection with a Compute Protect server security Service.

"**Deep Packet Inspection**" means a form of computer network packet filtering that examines the data part of a Packet as it passes an inspection point, searching for security issues such as protocol non-compliance, viruses, spam and, intrusions.

"**Enabling Service**" has the meaning given in Paragraph 4.1.

"**General Terms and Conditions**" means Clauses 1 to 19 of the Products and Services Agreement.

"**Incident**" means an unplanned interruption to, or a reduction in the quality of, the Compute Protect server security Service or particular element of the Compute Protect server security Service.

"**Internet**" means a global system of interconnected networks that use a standard Internet Protocol to link devices worldwide.

"**Internet Protocol**" or "**IP**" means a communications protocol for devices connected to the Internet that specifies the format for addresses and units of transmitted data.

"**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.

"**Maintenance**" means any work on the BT Network or Services, including to maintain, repair or improve the performance of the BT Network or Services.

"**Monthly Allowance**" means an upfront payment for the use of the Compute Protect server security Service on a specified number of Virtual Machines and for a certain number of hours in any given calendar month.

"Notice" means any notice to be given by one of the Parties to the other under the Agreement in accordance with Clause 16 of the General Terms and Conditions.

"**Notice to Amend**" has the meaning given in Paragraph 5.1.2.

"**Packet**" means the unit of data that is routed between an origin and a destination on the Internet or any other packet-switched network.

"**Planned Maintenance**" means any Maintenance BT has planned to do in advance.
"**Portal**" means the Compute Management System and the graphical user interfaces of the other BT services made available via the Compute Management System.
"**Professional Services**" means those services provided by BT which are labour related services.
"**Purchased Equipment**" means any equipment, including any Software, that BT sells or licenses to the Customer.
"**Security Modules**" has the meaning given in Paragraph 2.1.
"**Service Desk**" means the helpdesk that the Customer is able to contact to submit service requests, report Incidents and ask questions about the Compute Protect server security Service.
"**Service Level**" means the agreed minimum level of performance BT will provide for a Service.
"**Service Management Boundary**" has the meaning given in Paragraph 3.1.
"**Site**" means a location at which the Compute Protect server security Service is provided.
"**Standard Service Components**" has the meaning given in Paragraph 2.
"**Stateful Firewall**" means a firewall that keeps track of the state of network connections travelling across it. It allows the Customer to restrict access to the VM only to the necessary ports, protocols and IP Addresses for the correct functioning of the server and application, reducing the risk of unauthorised access.
"**Supplier**" means Trend Micro (UK) Limited, with company number 03698292 having its principal place of business at Podium Level, 2 Kingdom Street, London, W2 6BD.
"**Ticket**" means the unique reference number provided by BT for an Incident and that may also be known as a "**fault reference number**".
"**Usage Charges**" means the Charges for the Compute Protect server security Service or applicable part of the Compute Protect server security Service that are calculated by multiplying the volume of units that the Customer used or incurred in a period (e.g. number of agents using the Compute Protect server security Service, or the number of minutes the Compute Protect server security Service was used for) with the relevant fee as set out in any applicable Order.
"**Utility Rate Card**" means information available via the Portal that shows the Charges for the Elements of the service on an hourly basis.
"**Virtual Machine**" or "**VM**" means a self-contained operating system that functions as a separate server.
"**Virus Pattern Files**" means a computer file used to help capture viruses.