

BT Master Services Agreement

Business Continuity Quick Start – Annex to the Professional Services Schedule

BT MSA Reference No. **-****-****

1 Service Description

The BT Quick Start Business Continuity Service, (“the Service”), provides the Customer with information enabling the Customer to take steps towards an effective Business Continuity (BC) programme. The following options are available:

1.1 Level 1 Options

1.1.1 Level 1 – Business Continuity Review Workshop

This is a short, focused workshop of up to one (1) Business Day facilitated by BT which will help to gain a first insight into the Customer’s BCM needs. The date for the workshop will be set once the Customer has completed a pre-workshop checklist. BT will endeavour to;

- Establish the current state of BC planning, understand key BC issues and highlight gaps and problems preventing effective BC planning
- Assess the high order impact to key business processes from extended periods of disruption, determine the Customer’s capability to deal with a serious disruption and establish an action plan and immediate next steps
- Within fourteen (14) Business Days of the Workshop (unless otherwise agreed with the Customer), BT will produce a Workshop Report in printed and electronic format typically of no more than twenty (20) pages. The report will summarise the findings of the Workshop and give the Customer a general overview of options and recommendations to prioritise Business Continuity (BC) management issues identified. The Workshop Report will also include a draft of a basic action plan.

1.1.2 Level 1 – BS25999 Expert Briefing

This is a short presentation and workshop of up to one (1) Business Day, facilitated by BT which will;

- Provide an insight into the terminology, structure and requirements of BS25999, the British Standard for Business Continuity Management
- Cover both components of the standard, Part 1 (Code of Practice) and Part 2 (Specification)

1.1.3 Level 1 – Pandemic Planning and Response Workshop

This is a short, focused workshop of up to one (1) Business Day facilitated by BT which will help to gain a first insight into the Customer’s Pandemic Response and Management needs. BT will endeavour to;

- Highlight key issues on Pandemic related continuity issues
- Assess the high level impacts to the Customer of extended staff absence and other pandemic related outcomes

1.1.4 Level 1 – Crisis Management Workshop

This is a short, focused engagement of up to three (3) Business Days facilitated by BT which will help to gain a first insight into the Customer’s Crisis Management needs. BT will endeavour to;

- Highlight key issues on an effective crisis management response
- Identify areas for improvement or further development in the Customer’s crisis management arrangements
- The engagement will be structured to include one (1) Business Day (off site) planning and customisation to ensure the workshop is relevant for the intended participants, one (1) Business Day (on site) delivery and one (1) Business Day report writing
- Within fourteen (14) Business Days of the workshop (unless otherwise agreed with the Customer), BT will produce a Workshop Report in printed and electronic

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format typically of no more than twenty (20) pages. The report will summarise the findings of the workshop and give the Customer a general overview of options and recommendations to prioritise the crisis management issues identified. The Workshop Report will include a draft basic action plan.

1.1.5 Level 1 – Crisis Communications Workshop

This is a short presentation and workshop of up to one (1) Business Day, facilitated by BT which will;

- Provide an insight into the elements of an effective crisis communication capability including technology, message preparation and means of dissemination.
- If delivered as part of a Voice Continuity (Proactive or Reactive) service the workshop will also include the means and methods of service invocation

1.2 Level 2 Options

1.2.1 Level 2 – Business Continuity Improvement Assessment

BT will examine the Customer's business continuity arrangements, during a one (1) to four (4) week period of interviews and workshops and will

- Compare the Customer's organisation against industry best practice
- Help formulate a one year corporate Business Continuity Improvement Roadmap
- Identify potential solutions to help unblock significant issues
- Recommend the necessary actions to address key issues and highlight opportunities to improve BC effectiveness
- BT and the Customer will meet by telephone before the Assessment begins to agree its scope, objectives and structure as well as discussing existing arrangements
- The Assessment will be conducted as follows
 - An Initial Situation Analysis (either meetings or documentation review as appropriate), to understand the Customer's Business Continuity Arrangements, known issues and requirements
 - Examine existing documentation, procedures and records as appropriate
 - Conducting interview(s), workshop(s) or site inspection(s) as required
 - Production of an intermediate set of emerging findings for the Customer
 - Analysis of findings and observations
 - Finalising Recommendations (following further investigations and workshops as needed) for BT and the Customer to agree
 - An executive presentation of the recommendations
 - Production of an Assessment Report within fourteen (14) Business Days of the Workshop (or last Workshop if a more than one) in printed and electronic format of no more than fifty (50) pages. The report will present the key findings and recommendations the Assessment

1.2.2 Level 2 – BS25999 Readiness Assessment

BT will examine the Customer's business continuity arrangements, using BS25999-2:2007 as comparison criteria, during a one (1) to four (4) week period of interviews and workshops. BT will

- Compare the Customer's business continuity arrangements to the British Standard for Business Continuity, BS25999-2:2007
- Identify areas of observed compliance with each clause of the standard
- Identify potential solutions to help unblock significant issues

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- Recommend the necessary actions to address key issues and highlight opportunities to improve compliance
- BT and the Customer will meet by telephone before the Assessment begins to agree the scope, objectives and structure of the assessment in addition to discussing existing arrangements
- The output is a readiness assessment or gap analysis and not an audit for the purposes of compliance
- The Assessment will be conducted as follows
 - Initial Situation Analysis (either meetings or documentation review as appropriate), to understand the Customer's Business Continuity Arrangements, known issues and requirements
 - Examine existing documentation, procedures and records as appropriate
 - Conduct interview(s), workshop(s) or site inspection(s) as required in order to achieve the desired objectives of the assessment
 - Analyse findings and observations
 - Establish Recommendations (following further investigations and workshops as needed). BT and the Customer review and agree the recommendations.
 - An executive presentation of the recommendations
 - Production of an Assessment Report within fourteen (14) Business Days of the Workshop (or last Workshop if a more than one) in printed and electronic format of no more than fifty (50) pages. The report will present the key findings and recommendations the Assessment

1.2.3 Level 2 – Critical Network Resilience Assessment

BT will examine the Customer's business continuity arrangements, during a one (1) to four (4) week period of inspections and analysis. BT will

- Make comprehensive assessment of the resilience of telecommunications and network services delivered to the customers identified critical locations
- The assessment service includes the following in its scope;
 - The Systems carrying voice traffic
 - Access network to the site
 - Terminating exchanges
 - Parenting arrangements for the critical numbers
 - Physical location of host services
 - End to End routing
- The Assessment will be conducted as follows
 - Initial Situation Analysis (either meetings or documentation review as appropriate), to understand the Customer's critical network estate
 - Examine existing documentation, procedures and records as appropriate
 - Conduct interview(s), workshop(s) or site inspection(s) as required in order to achieve the desired objectives of the assessment
 - Analyse findings and observations
 - Establish Recommendations (following further investigations and workshops as needed). BT and the Customer review and agree the recommendations.
 - An executive presentation of the recommendations
 - Production of an Assessment Report within fourteen (14) Business Days of the Workshop (or last Workshop if a more than one) in printed and electronic format of no more than fifty (50) pages. The report will present the key findings and recommendations the Assessment

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1.2.4 Level 2 – Business Continuity Planning and Delivery

BT will deliver an agreed programme of business continuity planning and delivery support, during a one (1) to four (4) week period of workshops, on site and off site professional services

1.2.5 Level 2 – Product Modules

BT will deliver an agreed programme of business continuity planning and delivery support, specifically supporting BT products, during a one (1) to four (4) week period of workshops, on site and off site professional services.

2 Minimum Period of Service

2.1 The Minimum Period of Service for the Level 1 Quick Start is one (1) day, unless stated otherwise on the Order.

2.2 The Minimum Period of Service for the Level2 Quick Start will be as stated on the Order, but in no event will it be longer than four (4) weeks.

3 BT's Responsibilities

BT shall perform the Service in a professional manner commensurate with good practice for work of this nature.

4 Customer's Responsibilities

4.1 The Customer will provide BT with all the information reasonably required by BT otherwise BT may not be able to provide the Service.

4.2 The Customer will provide BT with the name(s) of the individual(s) ("Customer Contact") and all requisite contact details. The Customer Contact will be available during Business Hours and be responsible for providing assistance and information as needed by BT.

4.3 In jurisdictions where an employer is legally required to make such disclosure to its employees, it is the Customer's responsibility to

(i) inform its employees and Users that as part of the Service being deployed by BT, the usage of any targeted applications by the Customer's employees and/ or Users may be monitored and reported to the Customer by BT; and

(ii) ensure that the Customer's employees and Users have consented or will be deemed to have consented to such monitoring and reporting, if such consent is legally required, and

(iii) ensure that, if legally required labour unions have consented and/or authorized such monitoring and reporting

BT shall not be liable for any failure of the Customer to comply with this paragraph 4.3 and the Customer shall indemnify BT from and against any claims or actions brought by its employees or Users against BT arising out of the delivery of Services by BT in accordance with the terms hereof.

4.4 Any customer data captured by BT in the delivery of the Service will remain the Customer's data and BT will only process this data to the extent necessary to deliver the Services or in accordance with the instructions of the Customer. At all times both Parties will comply with their respective obligations under applicable data protection and privacy legislation.

5 Charges and Payment Terms

5.1 The Charges for the Service will be as stated on the Order and will become due on delivery of the report(s) specified in paragraph 1, above and in accordance with Clause 8 Charges in the General Terms and Conditions.

Unless otherwise stated on the Order, charges for the Service do not include travel expenses. The Customer agrees to pay for all travel expenses incurred by BT for performing the Service. Such expenses include commercial transportation, meals, lodging, parking, tolls and other direct expenses of travel based on actual cost to BT.

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5.2 Service Delivery is completed within the Business Hours of the Site location. The Customer is liable for any additional charges for Service Delivery outside of Business Hours.

5.3 If the Customer requirements change, and more time is required to provide the Service, BT reserves the right to charge additional Charges.

6 Termination of Service

Except as provided for in the Master Services Agreement, if the Customer terminates Service, or if BT terminates Service for breach, before the Minimum Period of Service has expired, then, the Customer agrees to pay the following:

- a) all the Charges stated on the Order; and
- b) BT's already incurred travel expenses

If BT is able to allocate the time of the people who would have provided the Service to other projects, BT will make an adjustment (reduction) to the Charges in a), above.

7 Service Levels

There are no Service Levels associated with this Service.

8 Liability

8.1 Subject to the liability provisions of the General Terms and Conditions of the MSA, BT's liability relating to the Service described in this schedule shall be limited to the total charges for the Service.

8.2 Notwithstanding 8.1 above, liability for loss or damage of data shall be limited to the typical data recovery expenses related to the regular making of back-ups to cover the respective risk.