



BT Symantec Endpoint Protection (SEP) Schedule to the General Terms

Contents

A note on 'you'	2
Words defined in the General Terms	2
Part A – The BT SEP Service.....	2
1 Service Summary	2
2 Standard Service Components.....	2
3 Service Options	3
4 Service Management Boundary.....	3
5 Associated Services.....	3
6 Equipment	3
7 Specific Terms.....	3
Part B – Service Delivery and Management.....	6
8 BT's Obligations	6
9 Your Obligations.....	6
10 Notification of Incidents	7
Part C – Service Care Levels and Service Levels.....	8
11 Service Care Levels	8
12 Service Availability.....	8
Part D – Defined Terms.....	11
13 Defined Terms.....	11
APPENDIX 1 - EULA.....	13



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 SEP Service

1 Service Summary

- 1.1 BT will provide you with a right to access and use a cloud based endpoint protection platform. The Service is comprised of:
 - 1.1.1 the Standard Service Components; and
 - 1.1.2 the Service Options, if any, as set out in any applicable Order, up to the point of the Service Management Boundary as set out in Paragraph 4 ("**BT SEP Service**").

2 Standard Service Components

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

- 2.1 **SEP Portal:** This is a portal that provides you with a right to access and use the BT SEP Service enabling you to protect the selected Devices from malware, including trojans, worms, viruses, zero-day threats, targeted advanced persistent threats and rootkits.
- 2.2 **SOC:** Is a functionality of the BT SEP Service which allows a Device to be monitored by utilising customer data traffic in order to detect any security incidents. The SOC provides you with the following:
 - 2.2.1 Where an alert is detected, a warning will be raised and reported to you, you can access the SEP Portal to confirm and initiate any corrective investigation. Once the Incident is resolved you will respond with confirmation to BT that the event is closed.
 - 2.2.2 You may report high levels of medium severity alerts, which will be logged by the BT support team as set out in Paragraph 3 below and then passed to the SOC for further investigation.
- 2.3 **First Line Support – Service Desk**
 - 2.3.1 The first line support (Service Desk) will receive reports from you, and use structured questions to record the details of the Incident which you report to BT. BT will generate a Ticket which will then be sent to the second line support.
- 2.4 **Second Line Support – Cyber Analysts within the SOC**
 - 2.4.1 The second line support;
 - (a) provides monitoring and troubleshooting related to SOC operations working with BT SEP Service technologies and other core network security products;
 - (b) determines critical system and data integrity;
 - (c) provides for new analytic methods for detecting threats; and
 - (d) will escalate to the third line support, in relation to Incidents with BT SEP Service management environment.
 - (e) will receive and implement your Simple Service Requests and, once complete, confirm these changes to you via the Change Management Portal.
- 2.5 **Third Line Support – Supplier Support Team**
 - 2.5.1 Third line support (provided by the Supplier) will deal with escalations from second line support (provided by BT) as set out in Paragraph 2.4, and use the investigations carried out by BT to support an Incident effectively.
- 2.6 **Incursion**
 - 2.6.1 **Network Intrusion Prevention, URL and Firewall Policies:** is a network threat protection technology which analyses incoming and outgoing traffic and aims to block threats while they travel through the network before hitting endpoints. BT provides rules based firewall and browser protection to protect you against web-based attacks.
 - 2.6.2 **Application Behavioural Control:** which controls file and registry access and how processes are allowed to run.



- 2.6.3 **Device Control:** BT will restrict access to selected hardware to enable you to control what types of Devices can upload or download information. BT can also provide additional external media control, combined with Device control to offer you more flexible control policies.
- 2.6.4 **Memory Exploit Mitigation:** this is a signature-less technology which aims to neutralise zero-day exploits in popular software that have not been patched and detects malware to prevent infection.
- 2.6.5 **File Reputation Analysis:** BT utilises a global intelligence network to correlate tens of billions of linkages between users, files, and websites to proactively block more threats and defend you against rapidly mutating malware. BT analyses file attributes to identify if a file is good or bad and assign a reputation score before the file arrives at the endpoint. Utilising file reputation analysis ensures that only 'at-risk' files are scanned, reducing the overall scan time.
- 2.6.6 **Machine Learning:** is an advanced machine learning program on the endpoint which aims to stop new and unknown threats and thereby reduce dependence on signatures. Utilising samples of good and bad files in the global intelligence network in order to train the machine learning and thereby result in a low false positive rate.
- 2.6.7 **Emulation:** is a high-speed emulator which detects hidden malware, and causes threats to reveal themselves.
- 2.6.8 **Anti-virus File Protection:** is a signature-based antivirus and advanced file software to look for and eradicate malware on a system to protect against viruses, worms, trojans, spyware, bots, adware, and rootkits.
- 2.6.9 **Behavioural Monitoring:** this monitors file behaviours within the BT SEP Service which leverages machine learning to aim to provide zero-day protection, by preventing new and unknown threats in real-time to determine file risk and prevent the risk of infection.
- 2.6.10 **Network Intrusion Prevention, URL and Firewall Policies:** BT will analyse any incoming and outgoing data in order to block threats to your data while they travel through the network.

3 Service Options

There are currently no Service Options available for the BT SEP Service.

4 Service Management Boundary

- 4.1 BT will provide and manage the BT SEP Service in accordance with Parts B and C of this Schedule and as set out in any applicable Order up to the Cyber Defence Manager in the cloud.
- 4.2 BT will have no responsibility for the BT SEP Service outside the Service Management Boundary.
- 4.3 BT does not make any representations, whether express or implied, about whether the BT SEP Service will operate in combination with any Customer Equipment or other equipment and software.

5 Associated Services

- 5.1 You will have the following services in place that will connect to the BT SEP Service which is necessary for the BT SEP Service to function and will ensure that these services meet the minimum technical requirements that BT specifies:
 - (a) an IP connection allowing BT SEP Service to connect to the cloud based Cyber Defence Manager ("**Enabling Service**").
- 5.2 If BT provides you with any services other than the BT SEP 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.

6 Equipment

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

7 Specific Terms

7.1 Minimum Period of Service and Renewal Periods

- 7.1.1 You may request an extension to the BT SEP Service for a Renewal Period by Notice in writing to BT at least 90 days before the end of the Minimum Period of Service or Renewal Period ("**Notice of Renewal**").
- 7.1.2 If you issue a Notice of Renewal in accordance with Paragraph 7.1.1, BT will, subject to agreement of a Notice to Amend, extend the BT SEP Service for the Renewal Period and both of us will continue to perform each of our obligations in accordance with the Contract.



- 7.1.3 If you do not issue a Notice of Renewal in accordance with Paragraph 7.1.1, BT will cease delivering the BT SEP Service at the time of 23:59 on the last day of the Minimum Period of Service or Renewal Period.
- 7.1.4 **Notice to Amend**
- (a) BT may propose changes to this Schedule, the General Terms or the Charges (or any of them) 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**").
 - (b) Within 10 days of any Notice to Amend, you will provide BT Notice:
 - (i) agreeing to the changes BT proposed, in which case those changes will apply from the beginning of the following Renewal Period;
 - (ii) requesting revisions to the changes BT proposed, in which case both of us will enter into good faith negotiations for the remainder of that Minimum Period of Service or Renewal Period, as applicable, and, if agreement is reached, the agreed changes will apply from the beginning of the following Renewal Period; or
 - (iii) terminating the Contract at the end of the Minimum Period of Service or Renewal Period, as applicable.
 - (c) If we have not reached agreement in accordance with Paragraph 7.1.4(b)(ii) by the end of the Minimum Period of Service or the Renewal Period, the terms of this Schedule will continue to apply from the beginning of the following Renewal Period unless you give Notice in accordance with Paragraph 7.1.4(b)(iii) or BT may give Notice of termination, in which case BT will cease delivering the BT SEP Service at the time of 23:59 on the last day of the Minimum Period of Service or subsequent Renewal Period as applicable.
- 7.2 **Customer Committed Date**
- 7.2.1 If you request a change to the BT SEP Service or any part of the BT SEP Service, then BT may revise the Customer Committed Date to accommodate that change.
- 7.2.2 BT may expedite delivery of the BT SEP Service for operational reasons or in response to a request from you, but this will not revise the Customer Committed Date.
- 7.3 **EULA**
- 7.3.1 BT will only provide the BT SEP Service if you have entered into the end user licence agreement with the Supplier in the form set out at Appendix 1, as may be amended or supplemented from time to time by the Supplier ("**EULA**").
- 7.3.2 You will observe and comply with the EULA for all and any use of the applicable Software.
- 7.3.3 If you do not comply with the EULA, BT may restrict or suspend the BT SEP Service upon reasonable Notice, and:
 - (a) you will continue to pay the Charges for the BT SEP Service until the end of the Minimum period of Service or Renewal Period; and
 - (b) BT may charge a re-installation fee to re-start the BT SEP Service.
- 7.3.4 You will enter into the EULA for your own benefit and the rights, obligations, acknowledgements, undertakings, warranties and indemnities granted in accordance with the EULA are between you and the Supplier and you will deal with the Supplier with respect to any loss or damage suffered by either of you as such loss or damage will not be enforceable against BT.
- 7.3.5 Where the EULA is presented in a 'click to accept' function and you require BT to configure or install Software on your behalf, BT will do so as your agent and bind you to the EULA.
- 7.4 **Invoicing**
- 7.4.1 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;
 - (b) Recurring Charges, annually in advance or monthly in advance on the first day of the relevant month. The monthly payment option incurs a seven percent premium over annual billing and for any period where the BT SEP Service is provided for less than one month, the Recurring Charges will be calculated on a daily basis;
 - (c) Professional Services Charges; and
 - (d) Any other Charges as set out in any applicable Order.
- 7.4.2 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;



- (b) Charges for commissioning the BT SEP Service in accordance with Paragraph 8.2 outside of Business Hours;
- (c) Charges for expediting provision of the BT SEP Service at your request after BT has informed you of the Customer Committed Date;
- (d) Any Termination Charges incurred in accordance with Paragraph 7.5.2 upon termination of the BT SEP Service; and
- (e) any other Charges as set out in the BT Price List or as otherwise agreed between both of us.

7.4.3 Where BT has agreed that the BT SEP Service may be included within one of BT's standard pricing packages or schemes, during the period that the BT SEP Service is included in the pricing package or scheme, the Charges specified in the Schedule may be amended by the terms of the pricing package or scheme and upon termination of the pricing package or scheme, the Charges will revert to those specified in the Schedule.

7.5 Cancellation and Termination Charges

7.5.1 Cancellation Charges

For the purposes of Clause 16 of the General Terms, if you cancel an Order, or part of it, any time before the Service Start Date you will pay BT the Cancellation Charges as set out in Clause 16.2 of the General Terms:

7.5.2 Termination Charges

If either of us terminate the Contract or the BT SEP Service for any reason, you will pay BT:

- (a) all outstanding Charges or payments due and payable under the Contract for any part of the BT SEP Service already provided;
- (b) De-installation Charges; and
- (c) any other Charges as set out in any applicable Order.

7.5.3 In addition to the Charges set out at Paragraph 7.5.2 above, if you terminate the Contract or the BT SEP Service for convenience in accordance with Clause 17 of the General Terms or if BT terminates the Contract or BT SEP Service in accordance with Clause 18 of the General Terms, you will pay BT, 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 or Renewal Period;
- (b) 20 per cent of the Recurring Charges for the remaining months, other than the first 12 months of the Minimum Period of Service or Renewal Period; and
- (c) any waived Installation Charges.

7.6 Amendments to the General Terms

7.6.1 The definition of Software is deleted and replaced with:

"Software" means any software in object code format only, and related documentation (whether on tangible or intangible media) that BT or a supplier provides to you as part of a Service. It includes any embedded software, but it excludes Open Source Software.



Part B – Service Delivery and Management

8 BT's Obligations

8.1 Service Delivery

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

- 8.1.1 provide you with contact details for the Service Desk; and
- 8.1.2 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.

8.2 Commissioning of the Service

Before the Service Start Date, BT will:

- 8.2.1 configure the BT SEP Service.

8.3 During Operation

On and from the Service Start Date, BT:

- 8.3.1 will respond and use reasonable endeavours to remedy an Incident without undue delay and in accordance with the Service Care Levels in Part C of the Contract if BT detects or if you report an Incident;
- 8.3.2 will work with you to restore service as soon as practicable during Local Contracted Business Hours if BT detects, or if you report an Incident on the BT SEP Service;
- 8.3.3 will maintain SEP Portal to provide you with online access to performance reports;
- 8.3.4 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 BT SEP Service or the BT Network, however, BT may inform you with less notice than normal, or without notice, where Maintenance is required in an emergency; and
- 8.3.5 may, in the event of a security breach affecting the BT SEP Service, require you to change any or all of your passwords.

9 Your Obligations

9.1 Service Delivery

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

- 9.1.1 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 SEP Service;
- 9.1.2 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 SEP Service being delivered by BT, BT may monitor and report to you the use of any targeted applications by them;
 - (b) ensure that your Users 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 9.1.2, 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 9.1.2.
- 9.1.3 be responsible for downloading the licence pack, and deploying licensed agent software to the endpoint Devices selected;
- 9.1.4 identify which employees will have access to the BT SEP Service, supply BT with their name and email address for their individual role based access to be created;
- 9.1.5 upon receiving the BT SEP Service access credentials, ensure you successfully complete the account set-up, including password creation;
- 9.1.6 share with BT any relevant internal processes or policies that may affect delivery of the BT SEP Service, and operations, and BT will advise where these are not compatible with the BT SEP Service;
- 9.1.7 make available to BT sufficient resources to facilitate ordering, design, and implementation of the BT SEP Service; and
- 9.1.8 nominate a representative for SOC interaction when raising Incidents.

9.2 During Operation

On and from the Service Start Date, you will:



- 9.2.1 ensure that Users report Incidents to the Customer Contact and not to the Service Desk;
- 9.2.2 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 is available for all subsequent Incident management communications;
- 9.2.3 monitor and maintain any Customer Equipment connected to the BT SEP Service or used in connection with the BT SEP Service;
- 9.2.4 ensure that any Customer Equipment that is connected to the BT SEP Service or that you use, directly or indirectly, in relation to the BT SEP Service is:
 - (a) connected using the applicable network termination point, unless you have BT's permission to connect by another means;
 - (b) adequately protected against viruses and other breaches of security;
 - (c) technically compatible with the BT SEP Service and will not harm or damage BT Equipment, the BT Network, or any of BT's suppliers' or subcontractors' network or equipment; and
 - (d) 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;
- 9.2.5 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;
 - (b) contains or creates material that is in breach of the Acceptable Use Policy and you are contacted by BT about such material, and;
 - (c) redress the issues with the Customer Equipment prior to reconnection to the BT SEP Service;
- 9.2.6 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;
- 9.2.7 ensure the security and proper use of all valid User access profiles, passwords and other systems administration information used in connection with the BT SEP 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 BT SEP Service; and
 - (d) satisfy BT's security checks if a password is lost or forgotten.
- 9.2.8 ensure that the maximum number of Users will not exceed the permitted number of User identities as set out in any applicable Order;
- 9.2.9 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 SEP Service; and
- 9.2.10 inform BT within five Business Days if the number of Users increases by more than five per cent from the number of Users as set out in any applicable Order and, in these circumstances, or if BT can demonstrate by management reports that the number of Users exceeds that limit, BT may increase the Charges proportionately.

10 Notification of Incidents

Where you become aware of an Incident:

- 10.1 You will report it to the Service Desk;
- 10.2 BT will give you a Ticket;
- 10.3 BT will inform you when it believes the Incident is cleared and will close the Ticket when:
 - 10.3.1 you confirm that the Incident is cleared within 24 hours after having been informed; or
 - 10.3.2 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 following BT's attempt to contact you.
- 10.4 If you confirm 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.
- 10.5 Where BT becomes aware of an Incident, Paragraphs 10.2, 10.3 and 10.4 will apply.



Part C – Service Care Levels and Service Levels

11 Service Care Levels

- 11.1 All Incidents will be assigned a Priority by BT. You may request, and BT will reasonably consider, changes to the Priority assigned to an Incident.
- 11.2 You will ensure that any Incident notification includes all relevant and available logs at the time of contacting BT.
- 11.3 BT may require additional data while investigating the Incident that could include but not limited to the following:
 - 11.3.1 WPP logs;
 - 11.3.2 Complete dumps (not mini-dumps);
 - 11.3.3 Packet captures - required to investigate firewall, application control, device control issues;
 - 11.3.4 Machine image - when issue cannot be reproduced readily;
 - 11.3.5 Performance monitor logs;
 - 11.3.6 Process monitor logs;
 - 11.3.7 Windows Performance Analyser;
 - 11.3.8 Filemon logs; and
 - 11.3.9 Remote access to your endpoint Devices.
- 11.4 **Priority 1 ("P1" or "Priority 1")** is defined as;
 - 11.4.1 a major Incident which is triggered if you contact the Service Desk ten or more times within 30 minutes with an Incident; and
 - (a) it is reasonably assumed to be caused by the same Incident; and
 - (b) it can be attributed to a common defect in the AWS Service that is causing the Incident.
 - 11.4.2 a major system fault or BT's own monitoring systems revealed a P1 fault;
 - 11.4.3 the BT SEP Service is inaccessible where;
 - (a) the API interface for downloading BT client software goes down for more than one hour; or
 - (b) virus updates are not delivered to you for more than 24 hours; or
 - (c) BT data is lost or damaged, or there is a security breach of the data.
- 11.5 BT will aim to acknowledge and respond to a P1 Incident within 30 minutes of you reporting the Incident to BT in accordance with Paragraph 10.
- 11.6 **Priority 2 ("P2" or "Priority 2")** is defined as;
 - 11.6.1 either intermittent failures of the BT SEP Service; or
 - 11.6.2 degradation of the BT SEP Service rendering performance issues affecting at least 50 percent of BT's customers.
- 11.7 BT will aim to acknowledge and respond to a P2 Incident within two hours of you reporting the Incident to BT in accordance with Paragraph 10.
- 11.8 **Priority 3 ("P3" or "Priority 3")** is defined as a BT problem or low-level fault.
- 11.9 BT will aim to acknowledge and respond to a P3 Incident within 24 hours of you reporting the Incident to BT in accordance with Paragraph 10.
- 11.10 **Priority 4 ("P4" or "Priority 4")** is defined as a BT general query about the BT SEP Service which does not directly impact the performance of the BT SEP Service.

12 Service Availability

12.1 Availability Service Level

- 12.1.1 For each Service Period, BT shall aim to deliver the BT SEP Service to the Target Availability Service Level.
- 12.1.2 In the event that BT fails to provide the BT SEP Service during the applicable Service Period in accordance with the Target Availability Service Level, then:
 - (a) you shall, subject to Paragraph 12.3 and 12.6.1, receive a Service Credit in accordance the Achieved Availability Service Level set out in Paragraph 12.2.
 - (b) BT will provide an initial plan within 10 Business Days of failure of the Target Availability Service Level indicating the measures that you must take to avoid a repetition of such failure.



12.1.3 BT may, at its sole option, test the uptime of the BT SEP Service. BT may share with you details as to how such testing will be conducted, such as, methodology, scope of testing, timing and specifications of proposed methods of testing and any other information which BT may decide.

12.1.4 The Achieved Availability Service Level will be calculated at the end of each applicable Service Period using the following calculation to determine the percentage of time the BT SEP Service is unavailable.

(a) $(\text{Total Time} - \text{Down Time}) / \text{Total Time} \times 100\%$

Or:

(b) $(\text{Total Attempts} - \text{Failed Attempts}) / \text{Total Attempts} \times 100\%$

12.2 Service Credits

The Service Credit payable shall be based on the Achieved Availability Service Level set out below:

Achieved Availability Service Level (%)	Service Credit
98.50% - 99.49%	5% of the Recurring Charges paid by you in the applicable Service Period.
97.50% - 98.49%	10% of the Recurring Charges paid by you in the applicable Service Period.
96.00% - 97.49%	20% of the Recurring Charges paid by you in the applicable Service Period.
95.99% or less	30% of the Recurring Charges paid by you in the applicable Service Period.

12.3 Service Credit Limitations

12.3.1 Service Credits shall not exceed 30 percent of the monthly Recurring Charges during any Service Period.

12.3.2 Payment of any Service Credits for failure by BT to meet the Target Availability Service Level shall be subject to verification by BT and payment of all outstanding Charges by you.

12.4 Down Time and Failed Attempts

12.4.1 Down Time and Failed Attempts will not include any period the BT SEP Service is unavailable or you cannot access the SEP Portal as a result of:

- (a) an Excluded Problem;
- (b) the BT SEP Service being modified or altered in any way by you, or by BT in accordance with your instructions;
- (c) Maintenance, including any emergency Maintenance;
- (d) you having performed any network configurations that BT did not approve;
- (e) an Incident has been reported and BT cannot confirm that an Incident exists after performing tests;
- (f) you requesting BT to test the BT SEP Service at a time when no Incident has been detected or reported;
- (g) the events set out in Clause 8 and Clause 23 of the General Terms applying; or
- (h) any agreed trial period of the BT SEP Service.

12.5 Excluded Problem

12.5.1 An "Excluded Problem" is:

- (a) any problem that is not related to the BT SEP Service (including any applicable enabling Software); or
- (b) any failure or problem that is the result of any problems caused by or arising out of the operation of the BT SEP Service or other resources which BT has advised or may advise from time to time are incompatible with or are not to be used with the BT SEP Service.

12.5.2 An Excluded Problem includes:

- (a) issues with Apple App Store or Google Play Store;
- (b) your own network outage preventing fulfilment of the BT SEP Service or update to the BT SEP Service;
- (c) issues with any underlying service (including an Enabling Service);
- (d) Domain name system issues beyond your control; or
- (e) failure by you to provide any required registration details or incorrectly providing such detail;
- (f) failure to provide the BT SEP Service as a result of a Force Majeure Event; or
- (g) any problems caused or arising out of any testing of the BT SEP Service by BT that has been agreed by you.

12.6 Requests for Service Credits

12.6.1 You may request applicable Service Credits within 28 days of the end each Service Period where they apply by providing details of the reason for the claim. Any failure by you to submit a request in accordance with this Paragraph 12.6 will constitute a waiver of any claim for Service Credits for that Service Period.

12.6.2 Upon receipt of a valid request for Service Credits in accordance under this Contract:



- (a) BT will issue you with the applicable Service Credits by deducting those Service Credits from your invoice within two billing cycles of the request being received; and
 - (b) following expiry or termination of the Contract where no further invoices are due to be issued by BT, we will pay you the Service Credits in a reasonable period of time.
- 12.6.3 All Service Levels and Service Credits will be calculated in accordance with information recorded by BT or its Supplier.



Part D – Defined Terms

13 Defined Terms

In addition to the defined terms in the General Terms, 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, 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.

"Achieved Availability Service Level" is the actual time that the core features and functionalities of the BT SEP Service are available during any Service Period, subject to any Excluded Problems, and is calculated in accordance with Paragraph 12.1.4.

"API" means application programming interface

"AWS Service" means the underlying cloud platform provided by Amazon upon which the BT SEP Service is built.

"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 you).

"BT SEP Service" has the meaning given in Paragraph 1.

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

"Change Management Portal" means a portal that allows you to submit Simple Service Requests and on which BT will report to you completion of the Simple Service Request.

"Charges" means Installation Charges and Recurring Charges.

"Customer Equipment" means any equipment including any software, other than BT Equipment, used by you in connection with a BT SEP Service.

"Cyber Defence Manager" means the management console coordinating alerts from the endpoints, and reporting to BT.

"Device" means any mobile handset, laptop, tablet or other item of handheld equipment, including all peripherals, excluding SIM Cards and applications, which are in scope of the BT SEP Service, as set out in the Order.

"Down Time" is the period that the BT SEP Service is unavailable in any Service Period and is subject to Paragraph 12.4.

"Enabling Service" has the meaning given in Paragraph 5.1.

"EULA" has the meaning given in Paragraph 7.3.1.

"Excluded Problem" has the meaning given in Paragraph 12.4.

"Failed Attempts" means the means the number of times you correctly attempt to access the SEP Portal but are unsuccessful within any Service Period and is subject to Paragraph 12.4.

"Filemon" means a registry monitor and process activity report tool.

"General Terms" means the general terms to which this Schedule is attached or can be found at www.bt.com/terms, and that form part of the Contract.

"Incident" means an unplanned interruption to, or a reduction in the quality of, the BT SEP Service or particular element of the BT SEP Service.

"Installation Charges" means those Charges set out in any applicable Order in relation to installation of the BT SEP 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.

"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.

"Notice of Renewal" has the meaning given in Paragraph 7.1.1.

"Notice to Amend" has the meaning given in Paragraph 7.1.4.

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

"Professional Services Charges" means those Charges related to services provided by BT which are labour related services.

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

"Renewal Period" means for each BT SEP Service, the initial 12 month period following the Minimum Period of Service, and each subsequent 12 month period.

"SEP Portal" has the meaning given in Paragraph 2.1.

"Service Care Levels" means the times to respond to an Incident that BT will endeavour to achieve in response to a fault report as set out in Paragraph 11.



“**Service Desk**” means the helpdesk that you are able to contact to submit service requests, report Incidents and ask questions about the BT SEP Service.

“**Service Level**” means the Target Availability Service Level.

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

“**Service Options**” are those options, if any, set out in Paragraph 3, that you select in an Order.

“**Service Period**” means any one calendar month.

“**Simple Service Request**” means a security policy change request.

“**Site**” means a location at which the BT SEP Service is provided.

“**SOC**” means security operations centre

“**Standard Service Components**” has the meaning given in Paragraph 2.

“**Supplier**” means the Symantec Corporation, 350 Ellis Street Mountain View, CA94043, United States.

“**Target Availability Service Level**” means that the core features and functionalities of the BT SEP Service will be available for 99.5% of the applicable Service Period, subject to any Excluded Problems.

“**Total Attempts**” means the number of times the Customer correctly attempts to access the SEP Portal within any Service Period.

“**Ticket**” means the unique reference number provided by BT for an Incident.

“**Total Time**” means the total time in any Service Period.



APPENDIX 1 - EULA

SYMANTEC SOFTWARE LICENSE AGREEMENT

SYMANTEC CORPORATION AND/OR ITS AFFILIATES ("SYMANTEC") SPECIFIED IN THE ENTITLEMENT CONFIRMATION IS WILLING TO LICENSE THE LICENSED SOFTWARE TO YOU AS THE INDIVIDUAL, THE COMPANY, OR THE LEGAL ENTITY THAT WILL BE UTILIZING THE LICENSED SOFTWARE (REFERENCED BELOW AS "YOU" OR "YOUR") ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS AND CONDITIONS OF THIS SYMANTEC SOFTWARE LICENSE AGREEMENT AND THE PRODUCT USE RIGHTS SUPPLEMENT (AS DEFINED BELOW) (COLLECTIVELY, THE "LICENSE AGREEMENT"). READ THE LICENSE AGREEMENT CAREFULLY BEFORE USING THE LICENSED SOFTWARE. THIS IS A LEGAL AND ENFORCEABLE CONTRACT BETWEEN YOU AND SYMANTEC. BY DOWNLOADING, INSTALLING, COPYING, CLICKING THE "I AGREE" OR "YES" BUTTON, OR OTHERWISE INDICATING ASSENT ELECTRONICALLY, OR USING THE LICENSED SOFTWARE, YOU AGREE TO THE TERMS AND CONDITIONS OF THE LICENSE AGREEMENT. IF YOU DO NOT AGREE TO THE LICENSE AGREEMENT, CLICK THE "I DO NOT AGREE" OR "NO" BUTTON OR OTHERWISE INDICATE REFUSAL AND CEASE ANY AND ALL USE OF THE LICENSED SOFTWARE.

1 DEFINITIONS. Unless otherwise defined in this License Agreement, capitalized terms will have the meaning given below and such capitalized terms may be used in the singular or in the plural, as the context requires.

"Collected Data" means certain information which Symantec may collect, retain, process, disclose and use in connection with Your use of the Licensed Software, or Your devices or systems with which the Licensed Software operates, and may include, but is not limited to, Personal Information about You, about Your employees, agents or contractors acting on Your behalf.

"Content Updates" means content, which may be provided from time to time, used by certain Symantec products and/or services to maintain the efficacy of the product, including but not limited to: updated anti-spyware definitions for anti-spyware products; updated antispam rules for antispam products; updated virus definitions for antivirus and crimeware products; updated URL lists for content filtering and antiphishing products; updated firewall rules for firewall products; updated intrusion detection data for intrusion detection products; updated lists of authenticated web pages for website authentication products; updated policy compliance rules for policy compliance products; and updated vulnerability signatures for vulnerability assessment products. Content Updates may include content produced by the Licensed Software based on Your use of the Licensed Software.

"Documentation" means the user documentation, user manual, and release notes provided for the Licensed Software. Documentation may be delivered in a text file, printed form or published on a product Web page.

"Entitlement Confirmation" or **"License Instrument"** means one or more of the following applicable documents which further defines Your license rights to the Licensed Software and Your access to Maintenance, including, but not limited to: a Symantec license or maintenance certificate or a similar confirmation document issued by Symantec; or a written agreement between You and Symantec; or validation through an entitlement portal; or an authorized Symantec email confirmation; or an order confirmation receipt, that accompanies, precedes or follows this License Agreement.

"Licensed Software" means the Symantec software product, in object code form, accompanying this License Agreement, including any Documentation included in, or provided for use with, such software or that accompanies this License Agreement and Product Updates/Upgrades made available under Maintenance.

"Maintenance" or **"Maintenance/Support"** means the delivery of Product Updates/Upgrades and Content Updates to the Licensed Software, and may include access to technical support as defined in each particular Maintenance product.

"Personal Information" means personal data as defined by applicable data protection law, which may include without limitation names, e-mail address, contact details of designated users and contacts, IP addresses, etc., as may be provided by You to Symantec during Your, or Your users, use of the Licensed Software and Maintenance.

"Product Updates/Upgrades" or **"Update"** means any generally available update to the Licensed Software, including, but not limited to, an enhancement, fix or patch, Version Upgrades, Cross-Grades, and Content Updates delivered under a Maintenance product. "Version Upgrade" means any generally available version of the Licensed Software which replaces the prior version of the Licensed Software pursuant to Symantec's then-current upgrade policies. "Cross-Grade" means choosing to replace the Licensed Software with a different Licensed Software title by exercising an option during your Maintenance term (i.e. to increase its functionality, and/or transfer it to a new operating system, hardware tier, or licensing meter).

"Product Use Rights" means usage rights, restrictions and terms specific to the Licensed Software.



"Use Level" means a quantity of licensed uses of the Licensed Software based on the license use meter and model (which may include operating system, hardware system, application or machine tier limitations, if applicable) by which Symantec measures, prices and licenses the right to use the Licensed Software and/or to access Maintenance. License use meter and model options are defined in the Product Use Rights Supplement. Use Level and applicable use meter or model is indicated in the applicable Entitlement Confirmation. Use Level applies to the corresponding Maintenance that You purchased for use with the Licensed Software.

- 2 TERM; TERMINATION.** The term of the licenses granted under this License Agreement shall be perpetual unless stated otherwise in the Product Use Rights Supplement or unless You have obtained the Licensed Software on a limited-term or a subscription basis in which case, Your rights to use such Licensed Software and any access to Maintenance shall end on the date indicated on the applicable Entitlement Confirmation and You shall cease use of the Licensed Software and access to Maintenance at the end of that term. Notwithstanding the foregoing, this License Agreement and access to Maintenance shall terminate upon Your breach of any material term of this License Agreement. Upon termination, You shall immediately stop using and destroy all copies of the Licensed Software.
- 3 OWNERSHIP/TITLE.** The Licensed Software is the proprietary property of Symantec and/or its licensors and is protected by patent, trademark, copyright, and other intellectual property laws. Symantec and its licensors retain any and all rights, title and interest in and to the Licensed Software, including in all copies, improvements, enhancements, modifications and derivative works of the Licensed Software. Your rights to use the Licensed Software shall be limited to those expressly granted in this License Agreement. All rights not expressly granted to You are retained by Symantec and/or its licensors.
- 4 THIRD PARTY PROGRAMS.** The Licensed Software may contain third party software programs ("Third Party Programs") that are available under open source or free software licenses. This License Agreement does not alter any rights or obligations You may have under those open source or free software licenses. Notwithstanding anything to the contrary contained in such licenses, the disclaimer of warranties and the limitation of liability provisions in this License Agreement shall apply to such Third Party Programs. As a convenience to You, Symantec may from time to time provide a copy of, or access to, third party products or Web sites that are not available for licensing from Symantec ("Commercial Third Party Applications"), and which must be licensed by You directly from the applicable vendor of that Commercial Third Party Application or used in accordance with their posted terms of use. This License Agreement does not create any right for You to use or access the Commercial Third Party Applications. SYMANTEC MAKES NO WARRANTIES AND ASSUMES NO LIABILITY WITH RESPECT TO ANY THIRD PARTY PROGRAMS OR COMMERCIAL THIRD PARTY APPLICATIONS.
- 5 LICENSE GRANT.** Subject to Your compliance with this License Agreement, Symantec grants to You the following rights: (i) a non-exclusive, non-transferable right to use the Licensed Software solely in support of Your internal business operations at the confirmed Use Level; and (ii) the right to make a single uninstalled copy of the Licensed Software for archival purposes which You may use and install for disaster-recovery purposes (i.e. where the primary installation of the Licensed Software becomes unavailable for use). You may exercise Your rights through consultant(s) and outsourcer(s) ("Consultants") in order to deliver services to You, provided Consultants are under written obligation to comply with this License Agreement, and You assume full responsibility for the actions of Your Consultants in connection with such use. Certain Licensed Software may require registration in order to activate the Licensed Software. If You fail to complete the registration requirements, the Licensed Software features may become inoperable and You may be unable to use such features until You have completed registration.
- 6 PRODUCT USE RIGHTS SUPPLEMENT.** The Licensed Software may be subject to supplemental terms that define the Product Use Rights, which may be found at or accessed through <http://www.symantec.com/about/profile/policies/eulas/>, or successor URL, and which may be referred to as a "Product Use Rights Supplement" or "PUR Supplement." The Product Use Rights Supplement is incorporated into this License Agreement by reference and is an integral part of this License Agreement. If the applicable version of the Licensed Software is not specifically listed on or through the above website, the Product Use Rights Supplement for the most recent prior version applies.
- 7 LICENSE RESTRICTIONS.** You may not, without Symantec's prior written consent, conduct, cause or permit the: (i) use, copying, publishing, distribution, modification, rental, lease, sublease, sublicense, assigning or otherwise transferring of the Licensed Software except as expressly provided in this License Agreement; (ii) creation of any derivative works based on, or from the use of, the Licensed Software; (iii) reverse engineering, disassembly, decompiling, or other attempt to derive source code of the Licensed Software; (except to the extent (a) You may be expressly permitted to decompile by law and it is essential to do so solely in order to achieve interoperability of the Licensed Software with another software program, and (b) You have first asked Symantec to provide the information necessary to achieve such interoperability (subject to reasonable conditions and fees at Symantec's discretion) and Symantec has not made such information available. Any such information supplied by Symantec and any information obtained by You by such permitted decompilation may not be disclosed to any third party or used to create any software which is substantially similar to the expression of the



Licensed Software. Requests for such information should be directed to Symantec Enterprise Customer Care pursuant to Section 21.3); (iv) use of the Licensed Software in connection with service bureau, facility management, timeshare, service provider or like activity whereby You operate or use the Licensed Software for the benefit of a third party; (v) use of the Licensed Software by any party other than You or Your Consultants; (vi) use of a later version of the Licensed Software other than the version that accompanies this License Agreement unless You have separately acquired the right to use such later version through an Entitlement Confirmation; nor (vii) use of the Licensed Software not in compliance with the Use Level indicated in the applicable Entitlement Confirmation. If Symantec provides the Licensed Software (viii) embedded, incorporated or loaded onto a physical hardware device or (xi) made available for download to a designated physical hardware device, then the license is restricted to use on that device only. Additionally, you may not, (a) modify, block, circumvent or otherwise interfere with any authentication, license key or security measures in the Licensed Software (b) use or permit use of the Licensed Software for on-line control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or aircraft communications systems, air traffic control, life support systems, human implantation, nuclear facilities or systems or weapons systems, or any other application known to You where product failure would lead to loss of life or catastrophic property damage, or in which the failure of the program could lead directly to death, personal injury, or severe physical or environmental damage.

8 MAINTENANCE RIGHTS AND RESTRICTIONS. Symantec has no obligation under this License Agreement to offer a Maintenance product for the Licensed Software.

8.1 Maintenance and Renewals. Any Maintenance purchased for the Licensed Software is subject to Symantec's then current Maintenance and renewal policies, including end-of-life notifications. Maintenance is made available only for the specific Licensed Software, for the Use Level, and Maintenance term stated in the applicable Entitlement Confirmation. You must purchase the same Maintenance product for the aggregate Use Level of the corresponding Licensed Software. Maintenance purchased for a certain Licensed Software product, may not be used for a different Licensed Software product. Maintenance must be uninterrupted and renewed before the end of the current Maintenance term, otherwise, to purchase Maintenance, You will be required to pay the applicable Maintenance fees from the end of the most recently paid Maintenance term to the start date of the new Maintenance term and You may be subject to additional costs in accordance with Symantec's Maintenance policies, such as administrative and reinstatement costs. Maintenance must be purchased and renewed for the aggregate Use Level for the Licensed Software as indicated in all applicable Entitlement Confirmations. You must submit to Symantec, in writing, any request for a reduction in any Maintenance renewal quantity. Symantec, in its sole discretion, but acting reasonably, may accept a Maintenance order or renewal of a quantity less than the aggregate Use Level for the Licensed Software. To renew Maintenance for any Licensed Software for which the renewal was waived by Symantec, You may be required to pay Maintenance fees to cover the waived period before You may purchase a current Maintenance product. Any use of Maintenance without a valid Entitlement Confirmation is deemed a breach of this License Agreement.

8.2 Technical Support. Technical support will only be provided if the Maintenance product You have purchased includes technical support for the particular Licensed Software. Technical support will be performed in accordance with the terms and conditions published at https://support.symantec.com/en_US/terms/support-fundamentals.html, or successor URL, and Symantec's then-current technical support policies.

8.3 Content Update Rights and Restrictions. If Content Updates are included in the Maintenance product that You have purchased, You are granted the right to receive and use such Content Updates as and when they are made generally available, for the Maintenance term, and for the Use Level, indicated on the applicable Entitlement Confirmation. Content Updates shall also be subject to any accompanying terms and conditions, and in any absence of or conflict with such terms, Content Updates are subject to this License Agreement. This License Agreement does not otherwise give You the right to obtain or use Content Updates, and any unauthorized access to or use of Content Updates is deemed a breach of this License Agreement.

8.4 Product Updates/Upgrades Rights and Restrictions. Product Updates/Upgrades to the Licensed Software may only be obtained for the Use Level indicated in the applicable Entitlement Confirmation(s). Any Product Updates/Upgrades to an existing license do not modify or alter Your Use Level and are provided under Symantec's then-current applicable policies. If You purchase a Cross-Grade to a different Licensed Software, then Symantec may issue a new Entitlement Confirmation on the condition that You cease using the replaced Licensed Software prior to use of such different Licensed Software. Product Updates/Upgrades shall be subject to any accompanying Entitlement Confirmation and accompanying terms and conditions, otherwise the Product Updates/Upgrades are subject to this License Agreement.

9 LIMITED WARRANTY.



9.1 MEDIA WARRANTY. If Symantec provides the Licensed Software to You on magnetic media, subject to Your compliance with terms of this License Agreement, Symantec warrants that the magnetic media upon which the Licensed Software is recorded will not be defective under normal use, for a period of ninety (90) days from delivery. Symantec will replace any defective media returned to Symantec within the warranty period at no charge to You. The above warranty is inapplicable in the event the Licensed Software media becomes defective due to unauthorized use of the Licensed Software. **THE FOREGOING IS YOUR SOLE AND EXCLUSIVE REMEDY FOR SYMANTEC'S BREACH OF THIS WARRANTY.**

9.2 SOFTWARE PERFORMANCE WARRANTY. Subject to Your compliance with the terms of this License Agreement, Symantec warrants that the Licensed Software, as delivered by Symantec and when used in accordance with the Documentation, will substantially conform to the Documentation for a period of ninety (90) days from delivery. If the Licensed Software does not comply with this warranty and such non-compliance is reported in writing by You to Symantec within the ninety (90) day warranty period, Symantec will do one of the following, selected at Symantec's sole reasonable discretion: either (i) repair the Licensed Software, (ii) replace the Licensed Software with software of substantially the same functionality, or (iii) terminate this License Agreement and refund the relevant license fees paid for such non-compliant Licensed Software. The above warranty specifically excludes defects resulting from accident, abuse, unauthorized repair, modifications or enhancements, or misapplication. **THE FOREGOING IS YOUR SOLE AND EXCLUSIVE REMEDY FOR SYMANTEC'S BREACH OF THIS WARRANTY.**

10 WARRANTY DISCLAIMERS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WARRANTIES SET FORTH ABOVE ARE YOUR EXCLUSIVE WARRANTIES AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. SYMANTEC MAKES NO WARRANTIES OR REPRESENTATIONS THAT THE LICENSED SOFTWARE, CONTENT UPDATES, UPDATES OR UPGRADES WILL MEET YOUR REQUIREMENTS OR THAT OPERATION OR USE OF THE LICENSED SOFTWARE, CONTENT UPDATES, AND PRODUCT UPDATES/UPGRADES WILL BE UNINTERRUPTED OR ERROR-FREE. YOU MAY HAVE OTHER WARRANTY RIGHTS, WHICH MAY VARY FROM STATE TO STATE AND COUNTRY TO COUNTRY.

NOTWITHSTANDING ANY OTHER TERM IN THIS LICENSE AGREEMENT, SYMANTEC MAKES NO REPRESENTATIONS NOR ASSUMES ANY OBLIGATIONS REGARDING, ARISING FROM OR RELATED TO THE LEGALITY OF MONITORING, INSPECTION, DECRYPTION AND/OR RE-ENCRYPTION OF CUSTOMER CONTENT IN ANY PARTICULAR JURISDICTION, AND YOU SHALL BE SOLELY RESPONSIBLE, AND SYMANTEC SHALL HAVE NO RESPONSIBILITY FOR DETERMINING THAT YOUR PROPOSED OR ACTUAL USE OF THE LICENSED SOFTWARE COMPLIES WITH APPLICABLE LAWS. YOU ACKNOWLEDGE AND AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR SELECTING CONFIGURATIONS, POLICIES AND PROCEDURES IN THE LICENSED SOFTWARE THAT ARE CONFIGURABLE INCLUDING, WITHOUT LIMITATION, THE SELECTION OF FILTERED CATEGORIES AND WEB APPLICATION CONTROLS, AND FOR ASSURING THAT THE SELECTION (A) CONFORMS TO YOUR POLICIES AND PROCEDURES AND (B) COMPLIES WITH ALL APPLICABLE LAWS.

11 LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH IN THIS LICENSE AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL SYMANTEC OR ITS LICENSORS, RESELLERS, SUPPLIERS OR AGENTS BE LIABLE TO YOU FOR (i) ANY COSTS OF PROCUREMENT OF SUBSTITUTE OR REPLACEMENT GOODS AND SERVICES, LOSS OF PROFITS, LOSS OF USE, LOSS OF OR CORRUPTION TO DATA, BUSINESS INTERRUPTION, LOSS OF PRODUCTION, LOSS OF REVENUES, LOSS OF CONTRACTS, LOSS OF GOODWILL, OR ANTICIPATED SAVINGS OR WASTED MANAGEMENT AND STAFF TIME; OR (ii) ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES WHETHER ARISING DIRECTLY OR INDIRECTLY OUT OF THIS LICENSE AGREEMENT, EVEN IF SYMANTEC OR ITS LICENSORS, RESELLERS, SUPPLIERS OR AGENTS HAS BEEN ADVISED SUCH DAMAGES MIGHT OCCUR. IN NO CASE SHALL SYMANTEC'S LIABILITY EXCEED THE FEES YOU PAID FOR THE LICENSED SOFTWARE GIVING RISE TO THE CLAIM. NOTHING IN THIS LICENSE AGREEMENT SHALL OPERATE SO AS TO EXCLUDE OR LIMIT SYMANTEC'S LIABILITY TO YOU FOR DEATH OR PERSONAL INJURY ARISING OUT OF NEGLIGENCE OR FOR ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED BY LAW. THE DISCLAIMERS AND LIMITATIONS SET FORTH ABOVE WILL APPLY REGARDLESS OF WHETHER OR NOT YOU ACCEPT THE LICENSED SOFTWARE OR PRODUCT UPDATES/UPGRADES.

YOU ACKNOWLEDGE AND AGREE THAT SYMANTEC WILL HAVE NO LIABILITY WHATSOEVER FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, LIABILITIES, SUITS, PROCEEDINGS, COSTS, OR EXPENSES, INCLUDING REASONABLE LEGAL EXPENSES OR FEES ARISING OUT OF, RESULTING FROM OR RELATING TO: (A) THE USE OF THE LICENSED SOFTWARE BY YOU OR BY THIRD PARTIES; (B) SECURITY BREACHES; (C) EAVESDROPPING, INTERCEPTION, FAILURE OF DELIVERY OR LOSS OF DATA SENT, STORED, OR RECEIVED WHILE USING THE LICENSED SOFTWARE; OR (D) USE OR LOSS OF YOUR SOFTWARE, FIRMWARE, INFORMATION OR MEMORY DATA CONTAINED IN, STORED ON, OR INTEGRATED WITH ANY SOFTWARE RETURNED TO SYMANTEC UNDER THIS LICENSE AGREEMENT. THESE LIMITATIONS SHALL APPLY EVEN IF SYMANTEC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

12 INDEMNITY. You, on behalf of Yourself and Your agents, officers, directors, employees or affiliates shall defend and indemnify and hold Symantec and its affiliates, shareholders, employees, agents, and subcontractors



harmless against all claims, losses, actions, damages, liabilities, suits, proceedings, costs, and expenses including reasonable legal expenses and fees arising out of, resulting from or relating to: (a) any breach of a representation or warranty made by You in this License Agreement; (b) Your failure to comply with any applicable laws or regulations; (c) Your modification of the Licensed Software, and any claim against Symantec in connection with any unauthorized installation, use, copying, access or distribution of any Licensed Software that Symantec has provided to You under this License Agreement; (d) any alleged infringement or misappropriation of any intellectual property rights of any third party based on or related to Licensed Software modifications not made by Symantec, (e) any alleged eavesdropping, interception, failure of delivery or loss of data sent, stored or received using the Licensed Software, and/or (f) Your breach of this License Agreement.

- 13 CONFIDENTIAL INFORMATION.** You may have access to information that is confidential to Symantec ("Confidential Information") under this License Agreement. Confidential Information means all information of a confidential or proprietary nature, whether or not specifically labeled or identified as "confidential," in any form or medium, and includes but is not limited to the Licensed Software, the terms and pricing for the Licensed Software, Collected Data, and any other information clearly identified as confidential or by its nature reasonably considered proprietary or confidential. You will hold Symantec's Confidential Information in confidence and will not disclose the Confidential Information to any third party. You will use the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication of the Confidential Information as You use to protect Your own confidential information of a like nature. You will use the Confidential Information only as needed to exercise the licenses granted to You under this License Agreement. Confidential Information does not include any information that: (a) was rightfully in the possession of, or was known by, a party prior to its receipt from the other party, without an obligation to maintain its confidentiality; (b) is or becomes generally known to the public without violation of this License Agreement; (c) is rightfully obtained by a party from a third party, without an obligation to keep such information confidential; or (d) is independently developed by a party. You may disclose Confidential Information as required by law or court order, provided You notify Symantec in writing of the requirement for disclosure in advance, provide Symantec a reasonable opportunity to limit the scope of disclosure, and only disclose as much of the Confidential Information as is required by law and subject to foregoing limited scope.
- 14 DATA COLLECTION.** To the extent that Symantec processes any Personal Information in accordance with Your use of the Licensed Software and/or Maintenance/Support, Symantec will be the Data Processor and You will be the Data Controller. You undertake to obtain all necessary consents, permits or licenses, and to comply with all applicable data protection legislation, in particular the Data Protection Directive (95/46/EC) or any successor legislation, with regards to the provision of Personal Information to Symantec in accordance with this License Agreement. Symantec shall process Personal Information as is necessary to (i) enable, optimize and provide the Licensed Software and/or Maintenance/Support to You and Your users, (ii) to administer and enforce its License Agreements with You, (iii) to make recommendations regarding usage of the Licensed Software, Maintenance/Support and other Symantec products and services, (iv) to improve and develop Symantec's products and services including, without limitation, for security research and development, or threat detection and security reporting purposes, and (v) to generate statistical reports and analysis about use of the Licensed Software and/or Maintenance/Support (including analysis related to security trends and data patterns, and comparisons in Symantec's aggregated install base) (collectively "Reports"). Symantec shall implement and maintain appropriate technical and organisational measures to protect the Personal Information processed under this License Agreement against accidental loss, destruction, damage, alteration or disclosure. You hereby consent for Symantec to transfer Personal Information, as maybe required to provide the Licensed Software and/or Maintenance/Support pursuant to this License Agreement, to the United States or other countries that may have different data protection laws than the region in which You are located and may be accessed by Symantec employees, contractors, partners and vendors for the purposes described above. Where transfers of Personal Information are made from the European Economic Area to outside the European Economic Area, You agree that Symantec will execute Standard Contractual Clauses on your behalf. In the event of a conflict between the clauses of this License Agreement and the Standard Contractual Clauses with respect to data processed under this License Agreement, the terms of the Standard Contractual Clauses will prevail to the extent of the conflict. Your acceptance of this License Agreement shall be treated as Your signature of the Standard Contractual Clauses.
- 15 AUDIT RIGHTS.** Symantec may audit Your use of the Licensed Software and Maintenance to verify that Your usage complies with applicable Entitlement Confirmation(s), including without limitation through collection and use of Collected Data, self-certifications, on-site audits and/or audits done using a third party auditor. An audit will be done upon reasonable notice and during normal business hours, but not more often than once each year unless a material discrepancy was identified during the course of a prior review. You agree to implement internal safeguards to prevent any unauthorized copying, distribution, installation, or use of, or access to, the Licensed Software. You further agree to keep records sufficient to certify Your compliance with this License Agreement, and, upon request of Symantec, provide and certify metrics and/or reports based upon such records and accounting for both numbers of copies (by product and version) and network architectures as they



may reasonably relate to Your licensing and deployment of the Licensed Software. If Your usage of the Licensed Software or Maintenance is not compliant, You will promptly submit an order within thirty (30) days, at Manufacturer's Suggested Reseller Price (MSRP), or as mutually agreed upon with Symantec, applicable to Your use of the Licensed Software or Maintenance in excess of Your entitlement rights including, but not limited to software license fees, new and lapsed Maintenance fees, and reinstatement costs. Lapsed Maintenance or excess subscription fees will be calculated at a minimum of one (1) year, unless an accurate calculation can be determined. Symantec reserves the right to charge interest at the rate of one and one-half percent (1½%) per month or the highest interest rate allowed by law, whichever is lower, from the date on which such amount became due. Symantec shall bear the costs of any such audit, except where the audit demonstrates that the MSRP value of Your non-compliant usage exceeds five percent (5%) of the MSRP value of Your compliant deployments. In such case, in addition to purchasing appropriate licenses and Maintenance for any over-deployed Licensed Software, You shall reimburse Symantec for the costs for the audit.

- 16 SOFTWARE EVALUATION.** If the Licensed Software is provided to You for evaluation purposes and You have an evaluation agreement with Symantec for the Licensed Software, Your rights to evaluate the Licensed Software will be pursuant to the terms of such evaluation agreement. If You do not have an evaluation agreement with Symantec for the Licensed Software and if You are provided the Licensed Software for evaluation purposes, section 5, License Grant, is hereby replaced with the following terms and conditions. Symantec grants to You a nonexclusive, temporary, royalty-free, non-assignable license to use the Licensed Software solely for internal non-production evaluation subject to the applicable Product Use Rights. Such evaluation license shall terminate (i) on the end date of the pre-determined evaluation period, if an evaluation period is pre-determined in the Licensed Software or (ii) sixty (60) days from the date of Your initial installation of the Licensed Software, if no such evaluation period is pre-determined in the Licensed Software ("Evaluation Period"). The Licensed Software may not be transferred and is provided "AS IS" without warranty of any kind. You are solely responsible to take appropriate measures to back up Your system and take other measures to prevent any loss of files or data. The Licensed Software may contain an automatic disabling mechanism that prevents its use after a certain period of time. Upon expiration of the Licensed Software Evaluation Period, You will cease use of the Licensed Software and destroy all copies of the Licensed Software. All other terms and conditions of this License Agreement shall otherwise apply to Your evaluation of the Licensed Software.
- 17 U.S. GOVERNMENT COMMERCIAL LICENSE RIGHTS.** The Licensed Software and accompanying documentation is deemed to be "commercial computer software" and "commercial computer software documentation" respectively, as defined in DFAR Section 227-7202 and FAR 12.212 as applicable. Any use, modification, reproduction release, performance, display or disclosure of the Licensed Software by the U.S. Government shall be solely in accordance with the terms of this License Agreement, and except as otherwise explicitly stated in this License Agreement all provisions of this License Agreement shall apply to the U.S. Government.
- 18 EXPORT REGULATION.** The export, re-export, or in-country transfer of the Licensed Software and related technical data and services (collectively "Controlled Technology") is subject to the export laws and regulations of the U.S. and other jurisdictions including, but not limited to, the U.S. Export Administration Regulations, European Union Council Regulations, and Singapore Strategic Goods Control Act. The export or re-export of Controlled Technology in violation of the foregoing laws and regulations is strictly prohibited. Controlled Technology may also be subject to import, distribution, transfer or use restrictions requiring that You act prior to download or use of the Controlled Technology. Controlled Technology is prohibited for export or reexport to Cuba, North Korea, Iran, Syria, Sudan, the Crimea Region of Ukraine and to any other country or region subject to trade sanctions. You may not export any Controlled Technology related to the use or development of missiles or chemical, biological, and nuclear weapons. Furthermore, You may not export any Controlled Technology to any military entity, or to any other entity for any military purpose, unless subject to a valid license specifically permitting such export. You represent that You are neither located in, nor a resident or national of, any prohibited country or region. You further represent that You are not a sanctioned person or entity named on a U.S. or other government list (including, but not limited to, lists published by the U.S. Bureau of Industry and Security, U.S. Directorate of Defense Trade Controls, U.S. Office of Foreign Assets Control, European Union, and United Nations). You shall not, directly or indirectly, facilitate giving a sanctioned country or entity access to Controlled Technology. You agree that you will comply with all applicable export or import control laws and regulations and obtain appropriate U.S. and foreign governmental authorizations before exporting, re-exporting, importing, transferring or using any Controlled Technology. You represent and warrant to Symantec that You will comply with Title 15 of the US Code of Federal Regulations Subchapter C Part 762 and other applicable record keeping regulations of the U.S. and other jurisdictions (the "Record Keeping Requirements") related to or arising from the subject matter of this License Agreement. Upon ten (10) business days' notice, or as soon as practicable if required sooner by a government or regulatory official request, You shall provide Symantec with electronic copies (unless in a format as otherwise agreed by the parties) of all relevant records required to be retained by You pursuant to the Record Keeping Requirements.
- 19 PRODUCT MISUSE.** You may not use the Licensed Software in an electronic communications network that is used wholly or mainly for the provision of publicly available electronic communications services ("Public Network") in



a manner that violates the rights to privacy or freedom of expression as outlined in the Universal Declaration of Human Rights and the International Covenant on Civil and Political Rights (collectively, "International Human Rights Standards"), of any individual user who directly accesses the Internet or otherwise transmits data through a Public Network, provided the foregoing shall not limit use of the Licensed Software in a Public Network to restrict, monitor, collect or process data accessed or transmitted by individual users based upon exceptions to the rights of privacy or freedom of expression that are recognized by International Human Rights Standards or authorized by local law or regulation.

- 20 SURVIVAL.** The following provisions of this License Agreement survive termination of this License Agreement: Definitions, License Restrictions and any other restrictions on use of intellectual property, Ownership/Title, Warranty Disclaimers, Limitation of Liability, U.S. Government Commercial License Rights, Export Regulation, Data Collection, Confidential Information, Survival, and General.
- 21 GENERAL.**
- 21.1 ASSIGNMENT.** You may not assign the rights granted under this License Agreement, in whole or in part and whether by operation of contract, law or otherwise, without Symantec's prior express written consent. Symantec may assign this License Agreement to any party.
- 21.2 GOVERNING LAW; SEVERABILITY; WAIVER.** If You are located in North America or Latin America, this License Agreement will be governed by the laws of the State of California, United States of America. If You are located in China, this License Agreement will be governed by the laws of the Peoples Republic of China. If you are otherwise located in Asia Pacific this License Agreement shall be governed by the laws of Singapore. If you are located in Europe, Middle East or Africa, this License Agreement will be governed by the laws of England and Wales. Such governing laws are exclusive of any provisions of the United Nations Convention on Contracts for Sale of Goods, including any applicable amendments, and without regard to principles of conflicts of law. If any provision of this License Agreement is found partly or wholly illegal or unenforceable, such provision shall be enforced to the maximum extent permissible, and remaining provisions of this License Agreement shall remain in full force and effect. A waiver of any breach or default under this License Agreement shall not constitute a waiver of any other subsequent breach or default.
- 21.3 CUSTOMER SERVICE.** Should You have any questions concerning this License Agreement, or if You desire to contact Symantec for any reason, please write to: (i) Symantec Enterprise Customer Care, 555 International Way, Springfield, Oregon 97477, U.S.A., (ii) Symantec Enterprise Customer Care, Orion Building, Ballycoolin Business Park, Dublin 15, Ireland, or (iii) Symantec Enterprise Customer Care, 10 Eunos Road 8, #13-01/02 Singapore Post Centre, Singapore, 408600.
- 21.4 ENTIRE AGREEMENT.** This License Agreement and any related Entitlement Confirmation are the complete and exclusive agreement between You and Symantec relating to the Licensed Software and Maintenance and supersede any previous or contemporaneous oral or written communications, proposals, and representations with respect to its subject matter. This License Agreement prevails over any conflicting or additional terms of any purchase order, ordering document, acknowledgement or confirmation or other document issued by You, even if signed and returned. This License Agreement may only be modified by an Entitlement Confirmation that accompanies or follows this License Agreement.