



# Security Vulnerability Scanning (SVS) Service Schedule to the General Terms

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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 Security Vulnerability Scanning Service

### 1 Service Summary

BT will work with our Supplier (Qualys) to provide you with a cloud-based **Security Vulnerability Scanning (“SVS”) Service** that will scan the network, security devices and other server applications across your network comprising:

#### 1.1 The Standard Service Components; and

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 7 below (the **“BT Security Vulnerability Scanning (SVS) 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 **Qualys licence pack:** This is Supplier Software for the licence period as set out in the Order for you to download to enable you to use the **BT Security Vulnerability Scanning (SVS) Service**. If you purchase any additional licence packs during the Minimum Period of Service, such licences will terminate at the end of the Minimum Period of Service.

#### 2.2 **Qualys Portal:** This is a portal that provides you with a right to access and use:

- (a) vulnerability scan data;
- (b) current and historic vulnerability scan reports; and
- (c) dashboards that analyse vulnerability on various assets in your organization and provide input to take mitigation and remediation steps.

#### 2.3 **First Line Support – Service Desk**

The first line support (Service Desk) will triage any queries. BT will generate a Ticket which will then be sent to the second line support if not resolved at First line.

#### 2.4 **Second Line Support – SOM**

The second line support will assist on initial set-up and the use of the Service and Qualys Portal; provide automated reports; receive queries from you and can accommodate ad hoc requests (scans, service changes). The SOM will also respond to any Tickets generated by first line support. or escalate to Third Line Support if incapable of resolution at this stage.

#### 2.5 **Third Line Support – SOM/Qualys**

Third line support will deal with escalations from second line support (provided by BT) and will be provided by the SOM or Qualys depending on the nature of the issue.

### 3 Service Options

BT will provide you with any of the following options (**“Service Options”**) as set out in any applicable Order and in accordance with the details as set out in that Order. Note that Delivery Model Options are subject to an eligibility requirement:

#### 3.1 **Delivery Model Options**

The standard BT delivery model for the Service is described at paragraph 6.1 below, however if preferred you may request the following variations to the standard delivery model.

##### 3.1.1 **Customer Provided Software Licenses and Virtual or Hardware Scanner**



You may own and purchase the vulnerability scanning Software license, virtual scanner or hardware scanner to be installed on the hardware or virtual appliances. Note that this option is available at BT's sole discretion and is subject to an assessment by BT that the hardware and software you are proposing will be suitably specified and fully compatible with the Scanner Appliances. If BT agrees to such a request, this will be set out in the Order together with any conditions set by BT.

### 3.1.2 **BT Takeover Delivery Model**

You may request to use fully installed, configured and operational Customer Equipment for the Security Vulnerability Scanning Service. Note that this option is available at BT's sole discretion and is subject to an assessment by BT that the Customer Equipment is suitable for use with the SVS Service. This assessment will be carried out once you have provided the required information as set out in, and in accordance with paragraph 9.3. If BT agrees to such a request, this will be set out in the Order together with any conditions set by BT.

## 3.2 **Vulnerability Scanning**

BT will provide you with any of the following vulnerability scanning options as set out in the applicable Order:

### 3.2.1 **Internal Vulnerability Scanning**

BT will provide you with a virtual or hardware Scanner Appliance(s) to be hosted in your DC or network that will perform the scan of your internal IP Addresses in accordance with the agreed schedule; and

### 3.2.2 **External Vulnerability Scanning**

BT will provide you with external vulnerability scanning performed through a Supplier (Qualys) scanner hosted in the Supplier's cloud. BT will implement scanning of your external IP Addresses in accordance with the agreed schedule.

## 3.3 **Ad Hoc Professional Consultancy Service:**

BT will provide ad hoc professional consultancy services on an individual case basis, which will be delivered remotely unless otherwise set out in any applicable Order.

3.4 All Service Options may not be available in all countries and Service Levels may vary depending on Site location.

3.5 Some Service Options may not be available on all Scanner Appliances.

## 4 **Service Restrictions**

4.1 BT does not warrant that the SVS Service will be error-free, free from interruption or failure, or secure from unauthorized access, or that it will detect every vulnerability in your network, or that the results generated by the SVS Service will be error-free, accurate, or complete.

4.2 The SVS Service may become unavailable due to any number of factors including scheduled or unscheduled maintenance, technical failure of the software, telecommunications infrastructure, or the Internet.

## 5 **Data Sovereignty**

5.1 BT's provision of the **BT Security Vulnerability Scanning (SVS) Service** uses our 'follow the sun' model to ensure 24x7x365 coverage. Any specific data handling requests will be considered at BT's sole discretion and priced at the time of the Order.

5.2 The Supplier (Qualys) will select the most appropriate location for storage of your vulnerability data, but you may choose another location from the list set out at Appendix 2 – Supplier's (Qualys) Data Storage Locations, if you prefer.

## 6 **Delivery Model**

### 6.1 **BT Delivery Model**

BT will provide you with the complete SVS Service which will include:

6.1.1 A vulnerability scan on internal IP Addresses and external IP Addresses, performed through our Supplier's (Qualys) vulnerability license tool. For internal vulnerability scans, a virtual



scanner or hardware scanner is required which needs to be hosted in your DC or network to perform the scan on the IP assets. For external vulnerability scanning, the scanning is performed through a Supplier (Qualys) scanner hosted in their cloud. If you select a hardware scanner to sit on your premises, then you will install, set up and configure the Scanner Appliance. If you select a virtual scanner, then BT will send you the configuration guide to download and configure the scanner.

### 6.2 Change Management

You may submit change requests to BT to make changes to your SVS tool, including change of location, the introduction of new functionality, frequency and adjusting baseline scanning policies ("**Change Management Request**").

- 6.2.1 In response to a Change Management Request, BT will confirm the competency of the Change Management Request and:
  - (a) Triage the Change Management Request according to BT's other obligations under the SVS Service and in accordance with your direction;
  - (b) Provide you with an estimated implementation time for the Change Management Request to be completed;
  - (c) Implement and document the Change Management Request; and
  - (d) Confirm to you that the Change Management Request has been implemented as requested.
- 6.2.2 If BT is unable to confirm the competency of the Change Management Request, BT will advise you accordingly and will work with you to find an alternative solution.
- 6.2.3 BT may charge you additional Charges for such Change Management Request, except for a Change Management Request in respect of adjusting baseline scanning policies.
- 6.2.4 If a change needs to be made to the SVS Service in the event of an Incident and BT has contacted your Customer Contact, where required, BT will request your authorisation for BT to make any necessary changes. You will provide BT with the authorisation for the change within the duration that BT advises you. On receipt of your authorisation, BT will follow the process set out in paragraph 6.2.1 above.

## 7 Service Management Boundary

- 7.1 BT will provide and manage the SVS Service as set out in Parts A, B and C of this Schedule and as set out in any applicable Order from either the virtual scanner or the hardware scanner up to a cloud platform gateway ("**Service Management Boundary**").
- 7.2 BT will have no responsibility for the SVS Service outside the Service Management Boundary.
- 7.3 BT does not make any representations, whether express or implied, about whether the SVS Service will operate in combination with any of your equipment or software.
- 7.4 BT will not be responsible if BT is unable to deliver the SVS Service or any part of the SVS Service because of lack of capacity or any other relevant limitations on Customer Equipment.
- 7.5 BT does not guarantee that the SVS Service will detect or scan all vulnerabilities on the machine.
- 7.6 Certain Service Options may require you to have specific Customer Equipment and Enabling Services that meet any minimum specifications, communicated to you by BT. BT will not be responsible for any inability to provide the SVS Service if you do not have and maintain the required Customer Equipment or Enabling Services.

## 8 Associated Services and Third Parties

- 8.1 You will have the following services in place that will connect to the SVS Service and are necessary for the SVS Service to function and will ensure that these services meet the minimum technical requirements that BT specifies:
  - 8.1.1 Internet connectivity;



- 8.1.2 wide area network (WAN) connectivity;
  - 8.1.3 local area network (LAN) connectivity and associated infrastructure;
  - 8.1.4 any additional switches that may be required for the SVS Service that are not provided by BT as set out in any applicable Order;
  - 8.1.5 any server platforms that may be required for the SVS Service; and
  - 8.1.6 Vulnerability Scanner Appliances, if you have selected the BT Takeover Delivery Model option, (Each an **"Enabling Service"**).
- 8.2 If BT provides you with any services other than the SVS 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 respective separate terms.

## 9 Specific Terms

### 9.1 Minimum Period of Service and Renewal Period

- 9.1.1 Unless one of us gives notice to the other of an intention to terminate the SVS Service at least 60 days before the end of the Minimum Period of Service or a Renewal Period (**"Notice of Non-Renewal"**), at the end of the Minimum Period of Service or any subsequent Renewal Period, the SVS Service will automatically extend for the Renewal Period, and both of us will continue to perform each of our obligations in accordance with the Contract.
- 9.1.2 If one of us gives a Notice of Non-Renewal, BT will cease delivering the SVS Service at the time of 23:59 on the last day of the Minimum Period of Service or subsequent Renewal Period.
- 9.1.3 BT may propose changes to this Schedule or the Charges (or both) by giving you notice at least 90 days before the end of the Minimum Period of Service and each Renewal Period (**"Notice to Amend"**).
- 9.1.4 Within 30 days of any Notice to Amend, you will provide BT Notice:
  - (a) Agreeing to the changes BT proposed, in which case those changes will apply from the beginning of the following Renewal Period;
  - (b) 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
  - (c) terminating the Contract at the end of the Minimum Period of Service or Renewal Period, as applicable.
- 9.1.5 If we have not reached an agreement in accordance with paragraph 9.1.4(b) by the end of the Minimum Period of Service or the Renewal Period, as applicable, the existing terms of this Schedule will apply from the beginning of the following Renewal Period unless you elect to give Notice in accordance with paragraph 9.1.4(c) or BT may give Notice of termination, in which case BT will cease delivering the SVS Service at the time of 23:59 on the last day of the Minimum Period of Service or subsequent Renewal Period.
- 9.1.6 Regardless of the termination and Notice to Amend provisions set out this section 9.1, if you have agreed to a Minimum Period of Service of more than 12 months, then BT may have applied a discount to the Charges. That discount will only apply to the Minimum Period of Service and BT may remove the discount in any subsequent Renewal Period that is shorter than the initial Minimum Period of Service.

### 9.2 Customer Committed Date

- 9.2.1 If you request a change to the SVS Service or any part of the SVS Service, including any Purchased Equipment or any IP Address location, then BT may revise the Customer Committed Date to accommodate that change.
- 9.2.2 BT may expedite delivery of the SVS Service for operational reasons or in response to a request from you, but this will not revise the Customer Committed Date.

### 9.3 Service Transition



- 9.3.1 If you are transitioning your existing SVS Service or any Scanner Appliances to BT, you will provide any information or access BT reasonably requests at least 30 days before the SVS Service Start Date, including:
- (a) An inventory list with information relating to each Scanner Appliance to be transitioned with relevant specifications, including:
    - i. make and model of the Scanner Appliance;
    - ii. location of the Scanner Appliance;
    - iii. Software licence information;
    - iv. network diagrams;
    - v. Scanner Appliance name and IP addresses on which scanning is to be performed;
    - vi. details of any third-party contracts, service level agreements and equipment;
    - vii. access and remote management access to your Scanner Appliances at least 20 Business Days before the Service Start Date; and
    - viii. copies of relevant extracts of your supplier support contracts for the vulnerability scanning licenses in which licenses are procured by customer and services being transitioned. BT will assume that the existing service level agreements with the relevant supplier remain the same as set out in the copies provided to BT unless you provide BT Notice.
- 9.3.2 BT may require the Scanner Appliance to pass a transition test before the commencement of the SVS Service. If any Scanner Appliance fails the transition test:
- (a) you will authorise BT to carry out any remedial work BT requires to bring the Scanner Appliance to either the appropriate software and hardware level or standard and you will pay BT's charges for such remedial work as agreed by both of us; or
  - (b) you will arrange at your own expense for remedial work to bring the Scanner Appliance to either the appropriate software and hardware level or standard required. BT may arrange further transition tests for which BT may raise a Charge; or
  - (c) you may change the inventory provided in accordance with paragraph 9.3.1(a) to remove the Scanner Appliance which has failed the transition test, subject to paragraph 9.3.3 and BT may provide you with the option to purchase a suitable alternative; or
  - (d) BT may terminate the SVS Service or any Order on 30 days written Notice and you will pay BT the relevant Charges for the transition test(s).
- 9.3.3 Any changes to the inventory provided in accordance with paragraph 9.3.1(a) will be managed by written agreement and:
- (a) may cause delay to the transition of your SVS Service or the Service Start Date; and
  - (b) may result in a change to the Charges to reflect the revised scope of the SVS Service.
- 9.3.4 If the Supplier (Qualys) charges BT to reinstate any lapsed support contracts or licence agreements, these charges will be passed on to you.
- 9.3.5 Whether or not you perform Acceptance Tests in accordance with paragraph 11.2, you will provide reasonable technical support before and after the Service Start Date.

#### **9.4 Supplier (Qualys) Master Cloud Services Agreement (EULA)**

- 9.4.1 BT will only provide the SVS Service if you have entered into a Master Cloud Services Agreement with the Supplier (Qualys) in the form set out at Appendix 1 – Software and Suppliers, as may be amended or supplemented from time to time by the Supplier ("EULA").
- 9.4.2 By accepting the terms of the EULA, you acknowledge their conditions and agree to observe and comply with them for all use of the SVS Service.





- 9.4.3 If applicable, you will provide written notice to the Supplier (Qualys), that BT is appointed managing party.
- 9.3.4 If you do not comply with or observe the EULA, BT may restrict or suspend the SVS Service upon reasonable Notice and Clause 15 of the General Terms will apply to any restriction or suspension of the SVS Services in accordance with this section 9.3.
- 9.4.5 You will accept responsibility in accordance with the terms of the EULA for the use of the Software and any related hardware.
- 9.4.6 You will enter into the EULA for your benefit and the rights, obligations, acknowledgements, undertakings, warranties, and indemnities granted in accordance with the EULA will be between you and the Supplier (Qualys).
- 9.4.7 You will deal with the Supplier (Qualys) for any loss or damage suffered by you or the Supplier (Qualys) under the EULA and such loss or damage will not be enforceable against BT.

### 9.5 Freedom of Information

- 9.5.1 BT will mark any Confidential Information given to you in connection with the Contract "In Confidence" and you will not disclose such Confidential Information to any person without BT's consent.
- 9.5.2 BT believes that such information will be exempt from the duty to confirm or deny, and from disclosure, under the Freedom of Information Act 2000.
- 9.5.3 Where you receive a request in accordance with the Freedom of Information Act 2000 that encompasses any information you hold in connection with the Contract, you will provide BT Notice, to the extent lawfully possible, of the request and you will allow BT at least 10 Business Days in which to make representations.

## Part B- SVS Service Delivery

### 10 BT'S Obligations

#### 10.1 Managed SVS Delivery

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

- 10.1.1 will provide you with contact details for the SOM;
- 10.1.2 will, once the requirements of the SVS Service have been confirmed and agreed, and, where applicable, you provide the details set out in paragraph 9.3.1 provide you with a Customer Committed Date and will use reasonable endeavours to meet any Customer Committed Date;
- 10.1.3 may share information about the Scanner Appliances with the Supplier (Qualys) as may be necessary for BT to provide and manage the SVS Service. Depending on the SVS Service provided, information may be sent automatically from Scanner Appliances or Software to the Supplier (Qualys); and
- 10.1.4 will not be responsible for any:
  - (a) Delay in providing, interruption to, or successful inter-working and interfacing with, BT owned equipment or Customer Purchased Equipment in or with the following other Equipment:
    - i. software, networks and/or systems owned or controlled by you and/or any third-party ("**Related Systems**"); or
    - ii. Equipment that impaired or degrade the performance or operation of Related Systems.
  - (b) Enablement and repair of any such Equipment or having them repaired by a competent third-party.
  - (c) Availability of such Equipment spares and support concerning any such Equipment.
  - (d) Information that is new or amended versions of Equipment and components that may be developed throughout the support period.

#### 10.2 Commissioning of the SVS Service



Before the Service Start Date:

- 10.2.1 in respect of SVS physical scanner installations, you will:
  - (a) mount and configure the physical scanner as per the vendor checklist guide provided during implementation;
  - (b) complete any preparation activities in case BT is required to remotely support, fine-tune, troubleshoot etc.;
  - (c) install or arrange for installation of the physical scanner,
- 10.2.2 in respect of SVS virtual Scanner Appliance installations, you will:
  - (a) provide and maintain the operating system, virtual machine environment and software needed to enable the virtual Scanner Appliance to operate;
  - (b) download, install and configure the virtual Scanner Appliance, as per the Qualys scanner configuration guide provided to you during implementation; and
  - (c) complete any preparation activities in case BT is required to remotely support, fine-tune, troubleshoot etc.,
- 10.2.3 BT will conduct a series of standard tests on the SVS Service to ensure that it is configured correctly;
- 10.2.4 BT will connect the SVS Service to each Enabling Service; and
- 10.2.5 BT will confirm to you the Service Start Date on the date that the activities in this section 10.2 have been completed.

### 10.3 During Operation

On and from the Service Start Date, BT:

- 10.3.1 will provide you with access to the Supplier's (Qualys) web portal and server to provide you with online access to performance reports in accordance with paragraph 2.2;
- 10.3.2 will use secure protocols or provide a secure management link to connect to the Supplier's cloud via the Internet or other agreed network connection, to monitor the SVS Service proactively and to assist in Incident diagnosis;
- 10.3.3 will raise any support requests, when required, against any applicable support agreements for the Scanner Appliance;
- 10.3.4 will provide near real-time or historic reports for key SVS Service performance metrics and security-related Incidents;
- 10.3.5 may carry out Maintenance from time to time and will use reasonable endeavours to inform you at least five Business Days before carrying out any Planned Maintenance, however, BT may inform you with less notice than normal where Maintenance is required in an emergency. BT may carry out the Maintenance remotely or by visiting the Site as appropriate; and
- 10.3.6 upgrade, as and when BT deems necessary, any Software or firmware on the Scanner Appliances and will use reasonable endeavours to agree a date and time for such upgrades to take place.

### 10.4 The End of the SVS Service

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

- 10.4.1 will provide your configuration information relating to the SVS Service provided at the Site(s) in a format that BT reasonably specifies; and
- 10.4.2 may delete any Content (including stored logs and/or any configuration data relating to BT's management of the SVS Service.

## 11 Your Obligations

### 11.1 SVS Service Delivery

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

- 11.1.1 provide BT with the names and contact details of the Customer Contact including relevant details of Customer Contact for escalation purposes, but BT may also accept instructions from a person who BT reasonably believes is acting with your authority;





- 11.1.2 provide BT with any information reasonably required (including business and technical information) without undue delay, ensure that this information is correct in all respects, and let BT know promptly in writing of any changes to the information you have provided;
- 11.1.3 provide BT with a copy of your security policies;
- 11.1.4 install any Scanner Appliances in accordance with instructions provided by BT and/or the Supplier (Qualys), inside your network on a network segment where Customer Equipment devices being monitored can deliver vulnerability data reports to the Supplier's cloud;
- 11.1.5 attend integration meetings to discuss further tuning and configuration of the Scanner Appliances;
- 11.1.6 complete any preparation activities including installation and maintenance of any software or hardware that is not included as part of the SVS Service, that BT may request to enable you to receive the SVS Service promptly and in accordance with any reasonable timescales;
- 11.1.7 in jurisdictions where an employer is legally required to make such disclosure to its Users and other employees:
  - (a) inform your Users and other employees that, as part of the SVS 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 and other employees have consented or will be deemed to have consented to such monitoring and reporting (if such consent is legally required); and
  - (c) agree that BT will not be liable for any failure by you to comply with this paragraph 11.1.7 and indemnify BT from and against any claims, losses, costs or liabilities brought by your Users and other employees against BT arising out of BT's delivery of the SVS Service.
- 11.1.8 ensure that the LAN protocols and applications you use will be compatible with the SVS Service;
- 11.1.9 prepare and maintain the Site(s) for the supply of the SVS Service, including:
  - (a) comply with any Site accommodation requirements as set out in any applicable Order;
  - (b) provide a secure, continuous power supply at the Site(s) for the operation and maintenance of the SVS Service, at such points and with such connections as BT specifies, and, to mitigate any SVS Service interruption resulting from failure in the principal power supply, provide back-up power with sufficient capacity to conform to the standby requirements of the applicable standards; and
  - (c) provide internal cabling between the Scanner Appliances and any Customer Equipment, as appropriate.
- 11.1.10 give Notice to BT, five Business Days in advance, and provide details, of any changes to your network, that may affect the functioning of the SVS Service. If this information is not provided or is provided less than five Business Days before a change, then BT will not be liable for any Incidents or incorrect functioning of the SVS as a result of the change;
- 11.1.11 only use any Scanner Appliance, or allow it to be used, in accordance with any instructions or authorisation BT may give and for the purpose for which it is designed;
- 11.1.12 ensure that your MPLS/Internet access circuit bandwidth is sufficient to meet your requirements and for SVS Service management access by BT as set out in any applicable Order;
- 11.1.13 manage, and provide BT with accurate details of your internal IP Address design;
- 11.1.14 ensure that the Scanner Appliances can receive updates, such as vulnerability signatures, directly over the Internet, or over an alternative path agreed with BT for that purpose;
- 11.1.15 if BT has agreed to provide any part of the SVS Service using Customer Equipment, ensure that the relevant Customer Equipment:
  - (a) complies with any minimum specification given to you by BT under this Schedule;
  - (b) complies with the requirements of paragraph 11.3.4; and
  - (c) is fully functional; and



If the relevant Customer Equipment does not comply with this paragraph 11.1.15, then BT may raise Charges to cover any costs reasonably incurred by BT as a result of the non-conformity, and the Customer Committed Date(s) may no longer apply;

- 11.1.16 ensure that your network and all applications conform to relevant industry standards and provide written confirmation to BT upon reasonable request;
- 11.1.17 be responsible for ensuring compliance with Applicable Law, including obtaining (if required) local import and User licenses and the written authority from all respective authorities, particularly for countries where the use and import of encryption software or devices may be restricted by Applicable Law, or the export and re-export of the encryption software or devices may be subject to the United States of America export control law, not act to misuse the SVS Service as provided by BT to contravene or circumvent these laws. BT may treat any contravention of these laws as a material breach and:
  - (a) suspend the SVS Service and BT may refuse to restore the SVS Service until BT receives an acceptable assurance from you that there will be no further contravention; or
  - (b) terminate the SVS Service upon Notice in accordance with Clause 25 of the General Terms,
- 11.1.18 be responsible for issues on Users' machines or your servers (e.g. operating system, coding languages and security settings); and
- 11.1.19 be responsible for end to end network connectivity (e.g. your network or Internet connectivity).

### 11.2 Acceptance Tests

- 11.2.1 You will carry out the Acceptance Tests as agreed with BT for the Scanner Appliances ("**Acceptance Tests**") within five Business Days after receiving Notice from BT in accordance with paragraph 10.2 ("**Acceptance Test Period**").
- 11.2.2 The Scanner Appliances are accepted by you if you confirm acceptance in writing during the Acceptance Test Period or is deemed to have been accepted by you if you do not provide BT with Notice to the contrary by the end of the Acceptance Test Period.
- 11.2.3 Subject to paragraph 11.2.4, the Service Start Date will be the earlier of the following:
  - (a) The date that you confirm acceptance of the Scanner Appliances in writing in accordance with paragraph 11.2.2; or
  - (b) The date of the first day following the Acceptance Test Period.
- 11.2.4 If, during the Acceptance Test Period, you provide BT Notice that the Acceptance Tests have not been passed, BT will remedy the non-conformance without undue delay and provide you Notice that BT has remedied the non-conformance and inform you of the Service Start Date.

### 11.3 During Operation

On and from the Service Start Date, you will:

- 11.3.1 ensure that Users report Incidents to the Customer Contact and not to the Service Desk;
- 11.3.2 ensure that the Customer Contact will take Incident reports from Users and pass these to the Service Desk using the reporting procedures agreed between both of us and will be available for all subsequent Incident management communications;
- 11.3.3 monitor and maintain any Customer Equipment connected to the SVS Service or used in connection with the SVS Service;
- 11.3.4 ensure that any Customer Equipment that is connected to the SVS Service or that you use, directly or indirectly, concerning the SVS Service is:



- (a) connected using the applicable BT 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 SVS Service and will not harm or damage the BT Network, the Scanner Appliances 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;
- 11.3.5 immediately disconnect any Customer Equipment, or advise BT to do so at your expense, where Customer Equipment does not meet any relevant instructions, standards, or Applicable Law;
- 11.3.6 if you want to change any Scanner Appliance's IP Address or change, add or remove any data source, submit a request to BT and BT will contact you to discuss and agree your options with you;
- 11.3.7 notify BT of any planned work that may cause an Incident;
- 11.3.8 ensure that all Enabling Services are adequately maintained throughout the provision of the SVS Service;
- 11.3.9 if applicable, connect equipment to the SVS Service only;
- 11.3.10 in the event of a failure of Scanner Appliances that are under warranty or liable for replacement as part of the SVS Service, dispose or return the faulty equipment or components as directed by BT, or the Supplier (Qualys) or permit BT or BT's agents at BT's discretion to remove and replace the faulty equipment or components;
- 11.3.11 for any Customer Equipment to be transitioned to BT in accordance with paragraph 9.3 provide access to BT to any licence user centre, existing support contracts, authorisation code(s) or any other information as may reasonably be required by BT;
- 11.3.12 be responsible for results obtained from the use of the SVS Service, and for conclusions drawn from such use;
- 11.3.13 be responsible for backing up log data; be responsible, unless otherwise set out in any applicable Order, for use case design and deployment and making any in-life configuration changes to the Scanner Appliances;
- 11.3.14 maintain a written list of current Users and provide a copy of such list to BT within five Business Days following BT's written request at any time;
- 11.3.15 ensure the security and proper use of all valid User access profiles, passwords and other systems administration information used in connection with the SVS 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 SVS Service; and
  - (d) satisfy BT's security checks if a password is lost or forgotten;
- 11.3.16 in respect of the Core CySOC service:
- (a) attend monthly review meetings, as required by BT; and
  - (b) before the meeting referred to in paragraph 11.3.16(a), provide the most up to date network diagram of your existing IT network.

### 11.4 The End of the SVS Service

On termination or expiry of the SVS Service by either you or BT, you will:

- 11.4.1 disconnect any Customer Equipment from any Scanner Appliance(s) located at the Site(s);
- 11.4.2 not dispose of or use any Scanner Appliance other than in accordance with BT or Supplier's (Qualys) written instructions or authorisation; and
- 11.4.3 return the Scanner Appliance(s) to the Supplier (Qualys) in accordance with their written instructions, in substantially the same condition in which it was delivered (normal wear and tear excepted). The Supplier (Qualys) reserves the right to charge you the cost of replacing



the devices if it does not receive the Scanner Appliance(s) within forty-five (45) days of termination of the service.

### 11.5 WEEE Directive

- 11.5.1 You will be responsible under Article 13 of the Waste Electrical and Electronic Equipment Directive 2012 ("**WEEE Directive**") for the costs of collection, treatment, recovery, recycling and environmentally sound disposal of any equipment supplied under the Contract that has become waste electrical and electronic equipment ("**WEEE**").
- 11.5.2 For the purposes of Article 13 of the WEEE Directive this section 12.5 is an alternative arrangement to finance the collection, treatment, recovery, recycling and environmentally sound disposal of WEEE.
- 11.5.3 You will be responsible for any information recording or reporting obligations imposed by the WEEE Directive.
- 11.5.4 You will indemnify BT against any Claims, losses, costs, or liabilities that BT incurs due to your failure to comply with your express or implied obligations in accordance with this section 12.5 or in connection with the WEEE Directive Sale of Goods.

## 13 Notification of Incidents

### 13.1 Where you become aware of an Incident:

- 13.1.1 the Customer Contact will report it to the Service Desk;
- 13.1.2 BT will give you a Ticket;
- 13.1.3 BT will inform you when it believes the Incident is cleared and will close the Ticket when:
- 13.1.4 you confirm that the Incident is cleared within 24 hours after being informed;
- 13.1.5 BT has attempted unsuccessfully to contact you, in the way agreed between both of us, concerning the Incident and you have not responded within 24 hours following BT's attempt to contact you; or
- 13.1.6 if you confirm that the Incident is not cleared within 24 hours following being informed, the Ticket will remain open, and BT will continue to work to resolve the Incident.

### 13.2 Where BT becomes aware of an Incident, paragraphs 13.1.2; 13.1.3, 13.1.4 and 13.1.5 will apply.

## 14 Invoicing

- 14.1 BT will invoice you for the Charges for the SVS Service as set out in paragraph 14.2 in the amounts and currency as set out in any applicable Order.
- 14.2 Unless set out otherwise in any applicable Order, BT will invoice you for:
  - 14.2.1 Recurring Charges, monthly/quarterly in arrears (depending on your billing frequency) and for any period where the BT SVS Service is provided for less than one month, the Recurring Charges will be calculated on a daily basis;
  - 14.2.2 Charges for any transition test in accordance with paragraph 9.3.2;
  - 14.2.3 Charges for any Change Management Request in accordance with paragraph 6.2.3;
  - 14.2.4 any charges incurred by BT from the Supplier (Qualys) for reinstating any lapsed SVS Service support or licence agreements in accordance with paragraph 9.3.4; and
  - 14.2.5 any Termination Charges incurred in accordance with section 15 upon the termination of the relevant SVS Service.
- 14.3 BT may invoice you for any of the following Charges in addition to those set out in any applicable Order:
  - 14.3.1 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;
  - 14.3.2 Charges for commissioning the SVS Service as set out in paragraph 10.2 outside of Business Hours;
  - 14.3.3 Charges for expediting provision of the SVS Service at your request after you have been informed of the Customer Committed Date; and



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

### 15 Charges at the End of the Contract

- 15.1 If you exercise your right in accordance with Clause 17 of the General Terms to terminate the Contract or any SVS Service for convenience, you will pay BT:
- 15.1.1 all outstanding Charges for SVS Service rendered;
  - 15.1.2 any other Charges as set out in any applicable Order; and
  - 15.1.3 any charges reasonably incurred by BT from the Supplier (Qualys) as a result of the early termination.
- 15.2 In addition to the Charges set out at paragraph 15.1 above, if you terminate during the Minimum Period of Service of 12 Months or any Renewal Period, you will pay BT:
- 15.2.1 for any parts of the SVS Service that were terminated during the first twelve (12) months of the Minimum Period Service, Termination Charges, as compensation, equal to:
    - (a) one hundred (100) per cent of the Recurring Charges for any remaining months of the first 12 months of the Minimum Period of Service;
    - (b) the standard notice period for termination is 60 days which means two months Recurring Charges, other than the first 12 months, of the Minimum Period of Service; and
    - (c) any costs associated with licenses and hardware would need to be paid in full.Note there will be no refund of prepaid Supplier (Qualys) license subscription charges for the remaining term; and
  - 15.2.2 for any parts of the SVS Service that were terminated after the first twelve (12) months of the Minimum Period of Service or during a Renewal Period, Termination Charges, as compensation, equal to two (2) months of the Recurring Charges of the Minimum Period of Service or the Renewal Period.

### 16 SVS Service Amendment

- 16.1 You may request, by giving BT Notice, a change to:
- 16.1.1 an Order for the SVS Service (or part of an Order) at any time before the applicable Service Start Date; or
  - 16.1.2 The SVS Service at any time after the Service Start Date.
- 16.2 If you exercise your right in accordance with paragraph 16.1, and except where a change results from BT's failure to comply with BT's obligations under the Contract, BT will, within a reasonable time, provide you with a written estimate, including:
- 16.2.1 the likely time required to deliver the changed SVS Service; and
  - 16.2.2 Any changes to the Charges due to the changed SVS Service.
- 16.3 BT has no obligation to proceed with any change that you request in accordance with paragraph 16.1, unless and until BT has both agreed in writing on the necessary changes to the Charges, implementation timetable and any other relevant terms of the Contract to take account of the change.
- 16.4 If BT changes an SVS Service before the Service Start Date because you have given BT incomplete or inaccurate information, BT may, in its reasonable discretion, apply additional reasonable one-time or Recurring Charges.

## Part C – Service Levels

### 17 Service Care Levels

#### 17.1 Availability Service Level for SVS Service

The services' uptime shall be measured by Supplier (Qualys) SOC connection to the Internet, calculated on a monthly basis. From the Service Start Date, BT will provide SVS Service with a target availability as set out in the table below ("**Availability Service Level**"):





Availability Annual Target	Maximum Annual Availability Downtime	Maximum Monthly Availability Downtime
≥ 99.5%	1d 19h 49m 44.8s	3h 39m 8.7s

## 17.2 Availability Service Credits

The SVS SERVICE uptime shall be measured by Supplier (Qualys) SOC connection to the Internet. On a monthly basis, the SVS Service uptime will be calculated as the actual number of hours that the Supplier Services were available to the Customer divided by the total hours of the month less any planned downtime, force majeure events, and loss of connection as a result of Customer's actions or equipment.

## 18 On-Time Delivery

### 18.1 On-Time Delivery Service Level

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

### 18.2 On-Time Delivery Service Credits

- (a) If BT does not meet the On-Time Delivery Service Level, you may claim On-Time Delivery Service Credits if you have reported the Qualifying Incident in accordance with paragraph 13, for each day after the Customer Committed Date until the Service Start Date as set out in this paragraph 18.2.

### 18.3 Exception

The SVS Service uptime shall not apply to downtime caused by the following:

- 18.3.1 Force Majeure events;
- 18.3.2 Actions or inactions of Customer;
- 18.3.3 Customer's equipment or third-party computer hardware, software, or network infrastructure not within the sole control of BT; and
- 18.3.4 upgrades or changes to the SVS Service or Scheduled maintenance.

## 19 Service Availability

The SVS Service will be available to Customer twenty-four (24) hours a day, seven (7) days a week, with a 99.5% uptime, calculated on a monthly basis.

## 20 Requests for Service Credits

- 20.1 You may request applicable Service Credits within fifteen (15) calendar days of the receipt of the SVS Service uptime report in which a Qualifying Incident occurred by providing details of the reason for the claim.
- 20.2 Promptly after a notice from you regarding BT failure to meet the cloud services uptime, BT, as its sole obligation and liability, will:
  - 20.2.1 perform a root-cause analysis to identify the cause of such failure;
  - 20.2.2 attempt to correct such failure; and
  - 20.2.3 If the root-cause analysis demonstrates that such failure was due to the fault of the Supplier (Qualys), provide you with a Service Credit consisting of a one-week extension of any cloud services subscription impacted by the cloud services uptime failure.
- 20.3 Upon receipt of a valid request for Service Credits in accordance with paragraph 20.1:
  - 20.3.1 BT will issue you with the applicable Service Credits by showing the applicable extension of any impacted cloud services subscription on your invoice within two billing cycles of the request being received.
- 20.4 All Service Levels and Service Credits will be calculated in accordance with information recorded by, or on behalf of, BT.
- 20.5 The Service Levels under this Schedule will not apply:



- 20.5.1 If the Clause 8 or Clause 23 of the General Terms applies; or
- 20.5.2 During any trial duration of the SVS Service.
- 20.6 Service Credits for all Service Levels are available up to a maximum amount equal to a three-month extension of any cloud services subscription impacted by the cloud services uptime failure.

### Part D – Defined Terms

- “Access Line”** means a Circuit connecting the Site(s) to the BT.
- “Availability”** means the duration of time when the SVS Service is functioning.
- “Availability Annual Target”** has the meaning given in the table at paragraph 17.1 for the relevant SLA Category.
- “Availability Downtime”** means the duration of time during which a Severity Level 1 Incident exists as measured by BT in accordance with Paragraph 17.1.
- “Availability Service Credit”** means the Service Credit available for a failure to meet the Availability Service Level, as set out in Paragraph 17.2.
- “Availability Service Level”** has the meaning given in in paragraph 17.1.
- “BT Equipment”** means any equipment provided or supplied by BT in connection with the BT Security Vulnerability Scanning Service.
- “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](http://www.bt.com/pricing) (or any other online address that BT may advise you).
- “BT Security Vulnerability Scanning Service”** or **“SVS Service”** has the meaning given in paragraph 1.1.
- “Business Hours”** means between the hours of 0800 and 1700 in a Business Day.
- “Circuit”** means any line, conductor, or other conduits between two terminals by which information is transmitted, and that is provided as part of the SVS Service.
- “Content”** means applications, data, information (including emails), video, graphics, sound, music, photographs, software or any other material.
- “Customer Committed Date”** means the date provided by BT on which delivery of the Service (or each part of the Service, including to each Site) is due to start.
- “Customer Contact”** means any individuals authorised to act on your behalf for Service management matters.
- “Customer Equipment”** means any equipment including any Purchased Equipment and any software, other than BT Equipment, used by you in connection with the SVS Service.
- “CySOC”** (Cyber Security Operations Centre) is a facility that houses an information security team responsible for monitoring and analysing customer's security posture on an ongoing basis.
- “DC”** means domain controller.
- “Device”** means any mobile handset, laptop, tablet, or other items of handheld equipment, including all peripherals, excluding SIM Cards and applications, which are in the scope of the SVS Service, as set out in the Order
- “Enabling Service”** has the meaning given in paragraph 8.1.
- “Equipment”** means BT Equipment and Customer Equipment.
- “EU”** means the European Union.
- “EULA”** has the meaning given in paragraph 9.4.
- “Event”** means a single, non-aggregated, log message sent from a supported Device intended for use in the Service.
- “Event Case”** or **“Fault Reference Number”** or **“Ticket”** means the unique reference number provided by BT for an Incident.
- “Fault Reference Number”** see **“Event Case”**
- “General Terms”** means the general terms to which this Schedule is attached or can be found at [www.bt.com/terms](http://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 [Insert Name] Service or a particular element of the SVS Service.
- “Integrated Services Digital Network”** or **“ISDN”** means a set of communication standards for simultaneous digital transmission of voice, video, data, and other network services over the traditional circuits of the PSTN.



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

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

**“IP Address”** means a unique number on the Internet of a network card or controller that identifies a device and is visible by all other devices on the Internet.

**“Local Area Network”** or **“LAN”** means the infrastructure that enables the ability to transfer IP services within Site(s) (including data, voice and video conferencing services).

**“Local Contracted Business Hours”** means the times during which maintenance of any Access Line is provided, which are Business Hours unless set out otherwise in any applicable Order.

**“Maximum Annual Availability Downtime”** has the meaning given in the table at paragraph 17.1 for the relevant SLA Category.

**“Maximum Monthly Availability Downtime”** has the meaning given in the table at paragraph 17.1 for the relevant SLA Category.

**“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.

**“Monthly Recurring Charges”** means the monthly Recurring Charges for the SVS Service.

**“Planned Maintenance”** means any work planned in advance to be carried out by, or on our behalf including: (a) to maintain, repair or improve the performance of BT Network or any SVS Service; or (b) to make any change to a SVS Service that does not have a material adverse effect on the performance or provision of the SVS Service including: the introduction or withdrawal of any SVS Service features; or the replacement of any SVS Service with an equivalent service.

**“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 you.

**“Qualifying Incident”** means an Incident, except where any of the following events have occurred:

- (a) the SVS Service has been modified or altered in any way by you, or by BT in accordance with your instructions
- (b) Planned Maintenance
- (c) You have performed any network configurations that BT did not approve
- (d) An Incident has been reported and BT cannot confirm that an Incident exists after performing tests; or
- (e) You requested BT to test the SVS Service at a time when no Incident has been detected or reported.

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

**“Scanner Appliance”** means the virtual or hardware scanner, used by BT to provide the Service.

**“Secure Operation Centre”** or **“SOC”** means a centre, located either in the United Kingdom, the United States, Australia or India as appropriate, that will analyse your Device log files, identify Events that may be a security risk to your Devices and notify you directly of any security incidents that require urgent action by either you or BT.

**“Service Desk”** means the helpdesk that you can contact to submit service requests, report Incidents and ask questions about the SVS Service.

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

**“Service Management Boundary”** has the meaning given in paragraph 7.1.

**“Service Options”** has the meaning given in paragraph 3.

**“Severity Level 1 Incident”** means a Qualifying Incident that cannot be circumvented and that constitutes a complete loss of service at the Site(s) or Circuit.

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

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

**“Usage Charges”** means the Charges for the SVS Service or applicable part of the SVS Service that is calculated by multiplying the volume of units that you used or incurred in a period (e.g. the number of agents using the SVS Service, or the number of minutes the SVS Service was used for) with the relevant fee as set out in any applicable Order.

**“WEEE”** has the meaning given in paragraph 11.5.

**“WEEE Directive”** has the meaning given in paragraph 11.5.





Appendix 1 – Software and Suppliers

Software	Supplier	Supplier Address
Scanning products and offerings including. VM Internal IPs incl. virtual Scanner, VM External IPs incl. PCI Scanning, WAS 25 Package	Qualys, Inc.	Headquarters at: Qualys, Inc. 919 E Hillsdale Blvd, 4th Floor Foster City, CA 94404, USA

Supplier Master Cloud Services Agreement (EULA)



Qualys MCSA.pdf





## Appendix 2 – Supplier (Qualys) Data Storage Locations

- USA
- Canada
- Europe
  - Amsterdam
  - Geneva
- India
- Middle East