



BT Security Operational Technology & Threat Management Visualise & Detect 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 Operational Technology Service

1 Service Summary

- 1.1 BT will provide you with a vendor-agnostic Operational Technology Threat Management security service that supports and (depending on which Graded Service Tier you choose) manages, asset visibility; vulnerability management and threat detection within your operational environment, comprising:
- 1.2 the Standard Service Components; and
- 1.3 any of the Service Options as set out in any applicable Order, up to the point of the Service Management Boundary as set out in Paragraph 5 (“**BT Security Operational Technology Threat Management Service**” or “**BTS OTTM Service**”).

2 Graded Service Tiers

- 2.1 The BTS OTTM Service is available in two Graded Service Tiers:
 - 2.1.1 Visualise (the “**BTS OTTM Visualise Service**”); and
 - 2.1.2 Detect (the “**BTS OTTM Detect Service**”)A summary of the Service features available for each Graded Service Tier, as set out in Annex 1.
- 2.2 You will choose one of the Graded Service Tiers: Visualise or Detect, to use with your BTS OTTM Service as set out in any applicable Order.
- 2.3 BT will facilitate the setup and delivery of the BTS OTTM Service in accordance with the Graded Service Tier selected by you, as set out in the Order.
- 2.4 Unless the context indicates otherwise, the provisions in respect of Visualise will apply to Detect. If there is a conflict between the provisions of the Graded Service Tiers, the order of priority of the relevant provisions is:
 - (a) Detect; and
 - (b) Visualise.

3 Standard Service Components

- 3.1 BT will provide you with the following standard service components (“**Standard Service Components**”) in accordance with the Graded Service Tier selected by you as detailed in any applicable Order:

Initial Set Up and Deployment

3.1.1 OT Platform Resale

- (i) BT will provide you with the option to purchase an OT security platform, (comprised of an OT Management Console and related OT Appliances) from a range of key OT Suppliers (the “**OT Platform**”). The functionality of the OT Platform varies depending on OT Supplier.
- (ii) BT will, or will procure that your chosen OT Supplier will, install and maintain your OT Platform on your Site(s), as set out in any applicable Order.
- (iii) For the purposes of this Schedule the OT Platform constitutes Purchased Equipment.

3.1.2 OT Supplier Software

- (i) BT will procure and deliver the OT Supplier Software associated with your OT Platform on your behalf, for the licence period set out in the Order, enabling you to use the OT Platform.

3.1.3 OT Threat Intelligence subscription (mandatory)

- (i) BT will procure and deliver the appropriate OT Threat Intelligence Licence subscription for use with your BTS OTTM Service.
- (ii) OT Threat Intelligence correlates threat intelligence information with broader environmental behaviour to deliver maximum security and operational insight enabling you to detect and respond to emerging threats faster.
- (iii) Purchase of the OT Threat Intelligence Subscription is mandatory.

3.1.4 Project Managed Installation and Deployment



BT will:

- (i) appoint a Project Manager to co-ordinate all elements associated with the BTS OTTM Service, liaising with you, installers and OT Suppliers, in accordance with the details as set out in any applicable Order. All project management activity will be administered remotely and the Project Manager will not visit your Site.
- (ii) conduct a Technical Workshop to fully understand your requirements.
- (iii) design an OT sensor network to best meet your cyber security requirements (the “**OT Sensor Network**”) and project manage the delivery and deployment of the OT Sensor Network on your IT estate in accordance with any applicable Order.
- (iv) if you have selected the BTS OTTM Detect Service, BT will configure a pair of OT Appliances per single Site to give increased resilience against failure (“**High Availability**”).
- (v) Any equipment, other than Purchased Equipment provided by BT as part of your OT Sensor Network will constitute BT Equipment for the purposes of this Schedule.

3.1.5 Initial Configuration of the OT Appliances

Following design and deployment of the OT Sensor Network, BT will complete the base configuration of the OT Appliances to include:

- (i) deployment of the OT Threat Intelligence feed, and current Common Vulnerabilities and Exposures (CVE), in accordance with your OT Threat Intelligence Licence subscription
- (ii) discovery of the OT connected Devices that are visible to the OT Platform
- (iii) baselining normal behaviour for the assets
- (iv) initiation of learning mode to identify communication paths between the OT assets
- (v) provision of a report on discovered assets, vulnerabilities and communications profiles
- (vi) if you have selected the BTS OTTM Visualise Service, creation of a Customer OT USER account (admin)
- (vii) if you have selected the BTS OTTM Detect Service, creation of a Customer OT USER account (read only).

3.1.6 Training

BT will arrange for training to be carried out by your chosen OT Supplier for up to ten (10) named Customer Contacts.

3.1.7 Initial OT Platform optimisation and tuning

Following initial asset discovery and visualisation, BT will

- (i) **for the BTS OTTM Detect Service only**, appoint a Service Optimisation Manager (SOM) to work closely with your nominated OT trained individuals in order to fine tune the platform.
- (ii) **for the BTS OTTM Visualise Service only**, assign a Technical Implementation Manager (TM) to work closely with your nominated OT trained individuals in order to fine tune the platform.
- (iii) tune the OT Platform to provide platform optimisation.
- (iv) configure the pre-defined dashboards and reports associated with the BTS OTTM Service, in accordance with the details as set out in any applicable Order.
- (v) work with you in relation to any Customer acceptance testing and approval.
- (vi) If you have selected the BTS OTTM Visualise Service, provide handover to you, of the OT Platform into Service.
- (vii) if you have selected the BTS OTTM Detect Service, take over and manage your BTS OTTM Service in-life.

Monitoring & Management (BTS OTTM Detect Service Only)

3.1.8 1st Line Analyst Response

If you have selected the BTS OTTM Detect Service,

- (i) BT will provide 24x7 level 1 CySOC analysts to respond to alerts, real time dashboard information or threat intelligence.
- (ii) The level 1 analyst will investigate the inputs and initiate the appropriate control action as follows:
 - i. The analyst will triage the alert to verify the threat
 - ii. If the activity is found to be a false positive, the alert will be discarded
 - iii. If the alert requires further investigation, the analyst will create a ticket
 - iv. if the alert is deemed of a high severity, the analyst will call/e-mail you to inform you
 - v. the analyst will undertake further analysis to give an initial view of the threat;
 - vi. You will have the ability to Live-monitor the service via the online console.

3.1.9 2nd Line Analyst Investigation & Verification

If you have selected the BTS OTTM Detect Service:



- (i) BT will provide a Level 2 CySOC analyst who will apply known mitigation procedures against the threat and coordinate with your stakeholders in relation to these.
- (ii) The 2nd Line Analyst will provide actionable intelligence to you on proven P1 Security Incidents.

3.10 Security Optimisation Manager (SOM)

If you have selected the BTS OTTM Detect Service, BT will provide you with a Security Optimisation Manager (SOM) to provide you with cyber support in relation to your BTS OTTM Service.

3.11 Notifications of Changes

If you have selected the BTS OTTM Detect Service, BT will provide you with notification of changes within your OT environment and visibility of any new Devices which have been added.

3.12 Management of Account User Policies and User Account access control

If you have selected the BTS OTTM Detect Service, BT will manage your Account User policies and User Account access control on your behalf.

3.13 Detection and Notification of Anomalous Asset Behaviours

If you have selected the BTS OTTM Detect Service, BT will notify you of any Security Incidents in accordance with the Security Incident Notification Process set out at Paragraph 12 below.

3.14 Visibility of the OT assets and new devices on your network

If you have selected the BTS OTTM Detect Service, BT will provide you with read only visibility of the OT assets and any new Devices on your network.

Continuous Improvement (BTS OTTM Detect Service Only)

3.15 Monthly OT Summary Report

If you have selected the BTS OTTM Detect Service:

- (i) BT will provide you with a monthly BTS OTTM Service Summary Report, focussing on the performance of the BTS OTTM Service against any applicable KPIs and SLAs.
- (ii) Reports on the BTS OTTM Service Summary review will be made available to you first by email and then subsequently on the Security Hub via the SOM.

3.16 Quarterly Security Solution Review

If you have selected the BTS OTTM Detect Service:

- (i) the SOM will carry out a quarterly review of your OT Security Configuration to further tune and amend the rules applied to the business environment in order to optimise the Service.
- (ii) You will take appropriate action to address issues as recommended by the SOM in respect of the BTS OTTM Service including implementing security improvements as agreed with the SOM or as advised by the SOM as your responsibility.

3.17 Ongoing End of Life Review

If you have selected the BTS OTTM Detect Service:

- (i) BT will provide you with an end-of-life review on an ongoing basis.
- (ii) The SOM will provide you with a report summarising any forthcoming service replacements or upgrades that may be required to any equipment, applications and/or software that that will go end of life within the following six months.
- (iii) The report will include notifications of equipment, applications and/or software, advised to you previously, that are past end of life and that require immediate action by you.

3.18 OT Supplier software release management

OT Suppliers release new software versions, on a variable basis, typically between 2 – 4 times per annum. If you have selected the BTS OTTM Detect Service:

- (i) BT will provide software updates and upgrades, patch fixes, provided that you have a valid OT Supplier support contract, and your usage is consistent with any terms and conditions of use provided by the OT Supplier.
- (iii) BT will test and validate the latest OT Supplier software releases within its OT reference environment prior to contacting you to raise a change request to deploy the validated software.
- (iv) BT will support the latest major or minor software releases (N, N-1, and N-2) in accordance with any applicable support terms and conditions provided by the OT Supplier.

3.19 Vulnerability Management and Patching of BT Managed OT Appliances

If you have selected the BTS OTTM Detect Service:

- (i) BT will identify and apply a secure coordinated process for implementing patches to reduce risk of known vulnerabilities on your BT managed OT Appliances.



- (ii) BT will rank all Patch updates as priority ranking in accordance with the CVSS and aims to have the Patches ready for implementation as follows:

CVSS Score	Target notification to the customer that the Patch is available from vendor, BT has tested the Patch and the Patch is ready for implementation
0	Discretionary
1 – 3	Discretionary during next Patch cycle (3 – 6 months)
4 – 6	28 days
7 – 10	14 days

- (iii) Vulnerability Management and Patching of OT Appliances will only be available while the OT Appliance is software version supported by the OT Supplier.
- (iv) All communications in respect of Vulnerability and Patching of OT Appliances will be through BT SOM and will follow the OT Platform Change Management Process set out at Paragraph 3.20 below.

3.20 OT Platform Change Management Process

If you have selected the BTS OTTM Detect Service:

- (i) BT will provide you with a Change Management Service, to respond to your changing business requirements, while maximising value and reducing disruption to your BTS OTTM Service.
- (ii) The SOM will issue you with a Customer Handbook, when your BTS OTTM Service goes live setting out the change catalogue and how you can submit these changes.
- (iii) BT will implement changes to the OT Platform in response to your requests, subject to the following process:
 - i. your authorised Customer Contact will submit requests to change the OT Platform via the BT Web Portal providing sufficient detail and clear instructions as to any changes required;
 - ii. BT will check each request for its complexity and assess whether the change should be completed via the OT Platform Change Management Process or whether it requires to proceed in accordance with Clause 31 (Service Amendment) of the General Terms (see iii. Below);
 - iii. Only changes to policy configuration changes can be made via this method. Changes that require additional hardware, licences or contractual changes to billing (including changes to ongoing Recurring Charges) should be progressed via contract change control, in accordance with Clause 31 (Service Amendment) of the General Terms.
- (iv) BT may provide you with Professional Services at an additional Charge, at your request, to assist you in writing your change request. You will not raise Complex Change Requests more frequently than 2 per month per BTS OTTM Service.
- (v) BT will apply the following “reasonable use” restrictions (“**Reasonable Use Policy**”) for changes to the OT Platform:
 - i. you will not raise Standard Service Requests more frequently than 10 per month per BTS OTTM Service;
 - ii. you will not raise Emergency Change requests more frequently than 2 per month per BTS OTTM Service
- (vi) where BT’s measurements show that change requests are being raised more frequently than as set out in Paragraph 3.20(v) BT may, either:
 - i. aggregate your requests over a period of time, so that they may be implemented more efficiently. In this event there may be some implementation delays; or
 - ii. review your requirements and agree with you an appropriate alternative implementation process and any associated charges.
- (vii) BT will use reasonable endeavours to implement an Emergency Change as quickly as is reasonably practicable. BT may charge you the cost of implementing an Emergency Change.
- (viii) BT may implement an Emergency Change without your approval.
- (ix) You are deemed to have approved all changes to the OT Platform that you submit to BT.
- (x) You are responsible for the impact of BT implementing the changes and BT is not liable for any consequences arising from the impact of the implementation of the changes.

4 Service Options

- 4.1 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:

4.1.1 Costed option Spare OT Sensor



- (i) If you have selected the BTS OTTM Detect Service, BT recommends that you purchase a spare OT Sensor(s) to sit on site. In the event of an active OT Sensor failure.
- (ii) If selected by you, BT will send a field technician to site to install the spare OT Sensor in order to mitigate the risk of delay in fail-over. The spare OT Sensor will be powered on but not be monitoring your OT environment.

4.2 Service Options may not be available in all countries.

5 Service Management Boundary

- 5.1 BT will provide and manage the BTS OTTM Service in accordance with Parts B and C of this Schedule and as set out in any applicable Order. ("**Service Management Boundary**").
- 5.2 BT will manage incidents that explicitly relate to the service being provided by BT.
- 5.3 BT will have no responsibility for the BTS OTTM Service outside the Service Management Boundary, including Customer provided infrastructure and end client devices other than when contracted to the service provided.
- 5.4 Where BT deploys shared infrastructure as part of the service, BT will manage incidents affecting that infrastructure.
- 5.5 BT does not make any representations, whether express or implied, about whether the BTS OTTM Service will operate in combination with any Customer Equipment or other equipment and software.

6 Associated Services and Third Parties

- 6.1 You will have the following services in place that will connect to the BTS OTTM Service and are necessary for the BTS OTTM Service to function and will ensure that these services meet the minimum technical requirements that BT specifies:
 - (i) Remote access connectivity (IMPS)
(an "**Enabling Service**")
- 6.2 If BT provides you with any services other than the BTS OTTM 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.

7 Equipment

7.1 Use of BT Equipment and Purchased Equipment

In relation to BT Equipment, and until title in any Purchased Equipment transfers to you in accordance with Paragraph 7.3.20, you will:

- 7.1.1 keep the BT Equipment and Purchased Equipment safe and without risk to health;
- 7.1.2 only use the BT Equipment and Purchased Equipment, 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;
- 7.1.3 not move the BT Equipment or Purchased Equipment or any part of it from the Site(s) without BT's written consent and, including after title in any Purchased Equipment transfers to you in accordance with Paragraph 7.3.2, you will pay BT's costs and expenses reasonably incurred as a result of such move or relocation;
- 7.1.4 not make any alterations or attachments to, or otherwise interfere with, the BT Equipment or Purchased Equipment, including after title in any Purchased Equipment transfers to you in accordance with Paragraph 7.3.2 nor permit any person (other than a person authorised by BT) to do so, without BT's prior written consent and, if BT gives its consent, agree that any alterations or attachments are part of the BT Equipment or Purchased Equipment;
- 7.1.5 not sell, charge, assign, transfer or dispose of or part with possession of the BT Equipment or Purchased Equipment or any part of it;
- 7.1.6 not allow any lien, encumbrance or security interest over the BT Equipment or Purchased Equipment, nor pledge the credit of BT for the repair of the BT Equipment or Purchased Equipment or otherwise;
- 7.1.7 not claim to be owner of the BT Equipment and Purchased Equipment and ensure that the owner of the Site(s) will not claim ownership of the BT Equipment or Purchased Equipment, even where the BT Equipment or Purchased Equipment is fixed to the Site(s);
- 7.1.8 obtain appropriate insurance against any damage to or theft or loss of the BT Equipment and Purchased Equipment;
- 7.1.9 in addition to any other rights that BT may have, reimburse BT for any losses, costs or liabilities arising from your use or misuse of the BT Equipment or Purchased Equipment or where the BT Equipment or Purchased Equipment is damaged, stolen or lost, except where the loss or damage to BT Equipment or Purchased Equipment is a result of fair wear and tear or caused by BT;
- 7.1.10 ensure that the BT Equipment or Purchased Equipment appears in BT's name in your accounting books;



7.1.11 where there is a threatened seizure of the BT Equipment and Purchased Equipment, or an Insolvency Event applies to you, immediately provide BT with Notice so that BT may take action to repossess the BT Equipment and Purchased Equipment; and

7.1.12 notify any interested third parties that BT owns the BT Equipment and Purchased Equipment.

7.2 BT Equipment

7.2.1 BT Equipment will remain BT's property at all times and risk in BT Equipment will pass to you upon delivery, whether or not the BT Equipment has been installed.

7.3 Purchased Equipment

7.3.1 Delivery and Installation of Purchased Equipment

- (a) You will provide BT with the name and contact details of at least one individual who is responsible for receiving the Purchased Equipment at the Site(s).
- (b) Where a Site is located within the Territory, BT will dispatch any Purchased Equipment for delivery to the applicable Site as set out in any applicable Order.
- (c) Where a Site is located outside the Territory:
 - (i) you will act as the importer of record, clear the Purchased Equipment through the applicable customs authority in the destination country and be liable for any import tax, duty or excise duty incurred, and, if requested by BT, provide authorisation as soon as practicable, authorising BT or BT's agent to carry out BT's obligations as shipping agent. If you cannot give BT such authorisation, you will fulfil the shipping agent obligations on BT's behalf at your own cost; and
 - (ii) subject to your compliance with Paragraph 7.3.1(c)(i):
 - iii. BT will deliver any Purchased Equipment to the applicable port of entry in the destination country; or
 - ii. if agreed between both of us in any applicable Order, BT will arrange shipping services to deliver the Purchased Equipment to the final destination address (es) as set out in any applicable Order.
- (d) Where a Site is located within the Territory, if agreed between both of us in any applicable Order, BT will, subject to Paragraph 7.3.1(c)(i), install any Purchased Equipment at the applicable Site(s), and:
 - (i) test Purchased Equipment to ensure that it is ready for use; and
 - (ii) on the date that BT has completed those tests, confirm to you that the Purchased Equipment is available for you to carry out any Acceptance Tests.
- (e) Where a Site is located outside the Territory, BT will, subject to your compliance with Paragraph 7.3.1(c)(i), only sell you Purchased Equipment and not any associated installation.

7.3.2 Transfer of Title and Risk

- (a) Where the Purchased Equipment is delivered to a Site that is located within the Territory:
 - (i) title in the Purchased Equipment (except for the Intellectual Property Rights) will pass to you when you have paid for the Purchased Equipment in full;
 - (ii) where BT delivers or installs the Purchased Equipment, risk will pass to you on delivery of the Purchased Equipment, but you will not be liable for any loss or damage that is caused by BT's negligence; and
 - (iii) where BT does not deliver or install the Purchased Equipment, risk will pass to you when you take possession of the Purchased Equipment.
- (b) Where the Purchased Equipment is delivered to a Site that is not located within the Territory:
 - (i) title in the Purchased Equipment (except for the Intellectual Property Rights) will pass to you upon dispatch from the final shipping point in the Territory (or in transit where shipped from outside the Territory); and
 - (ii) risk in the Purchased Equipment will pass to you in accordance with Incoterms® 2020 DAP, but you will not be liable for any loss or damage that is caused by BT's negligence.

7.3.3 Acceptance of Purchased Equipment

- (a) Where a Site is located within the Territory, BT will treat the Purchased Equipment as accepted:
 - (i) where BT does not install the Purchased Equipment, when you take delivery or possession of the Purchased Equipment; and
 - (ii) where BT installs the Purchased Equipment, the earlier of:
 - i. the Service Start Date; and
 - ii. where you notify BT in writing that the Purchased Equipment has not passed the Acceptance Tests but that is due to minor Incidents that do not affect the Purchased Equipment's performance, the date of that Notice.



- (b) Where a Site is not located within the Territory, we will treat the Purchased Equipment as accepted on signature for the delivery at the port of entry, or at the final delivery address(es) that BT has agreed with you, where BT are shipping the Purchased Equipment.

7.3.4 Warranty

- (a) For the BTS OTTM Detect Service only, once title and risk in the Purchased Equipment has transferred to you in accordance with Paragraph 7.3.2 above, you are responsible for obtaining any applicable warranties for the Purchased Equipment, from the relevant OT Supplier(s) and providing BT with an appropriate letter of authority, in the form specified in the Order, to allow BT to manage the BTS OTTM Detect Service on your behalf and enforce the warranties.
- (b) For the BTS OTTM Visualise Service only, you are responsible for enforcing any and all applicable warranties offered to you by your relevant OT Supplier (or EULA if applicable).
- (c) During the warranty period following the Service Start Date (or any other period that BT advises you in a Notice), if you report to BT in accordance with Paragraph 11 that there is an Incident in the Purchased Equipment due to faulty design, manufacture or materials, or BT's negligence, BT will, or will arrange for the manufacturer or other third party to, replace or (at BT's option) repair the part affected by, or causing, the Incident free of charge, unless:
- (i) the Purchased Equipment has not been properly kept, used or maintained in accordance with the manufacturer's or BT's instructions, if any;
 - (ii) the Purchased Equipment has been modified without BT's written consent;
 - (iii) the Incident is due to damage, interference with or maintenance of Purchased Equipment by persons other than BT or a third party authorised by BT;
 - (iv) the Incident is due to faulty design by you where the Purchased Equipment has been customised or integrated into your systems to your design; or
 - (v) the Incident is due to fair wear and tear.
- (d) If requested by BT, you will return the Purchased Equipment affected by an Incident to BT or to the manufacturer or other third party, in accordance with BT's instructions, for repair or replacement in accordance with Paragraph 7.3.4(c).
- (e) BT does not warrant that the Software supplied in accordance with the Contract is free from Incidents, but BT will remedy any defects that materially impair performance (where necessary, by arrangement between both of us) within a reasonable time.

7.3.5 Security

- (a) You will ensure the proper use of any user names, personal identification numbers and passwords used with the Purchased Equipment, and you will take all necessary steps to ensure that they are kept confidential, secure and not made available to unauthorised persons.
- (b) BT does not guarantee the security of the Purchased Equipment against unauthorised or unlawful access or use.

7.3.6 Software Licence

On and from the Service Start Date, or, where BT installs any Purchased Equipment, from the date of installation, you will comply with the provisions of any Software licences provided with or as part of any Purchased Equipment, or procured on your behalf by BT, as part of your BTS OTTM Service.

7.4 WEEE Directive

- 7.4.1 You will comply with 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").
- 7.4.2 For the purposes of Article 13 of the WEEE Directive this Paragraph 7.4 is an alternative arrangement to finance the collection, treatment, recovery, recycling and environmentally sound disposal of WEEE.
- 7.4.3 You will comply with any information recording or reporting obligations imposed by the WEEE Directive.

7.5 Sale of Goods

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

8 Specific Terms

8.1 Changes to the Contract

- 8.1.1 BT may amend the Contract (including the Charges) at any time by either:
- (i) publishing the amendment online at www.bt.com/pricing or www.bt.com/terms (or any other online address that BT advises you of); or
 - (ii) by giving Notice to you.
- 8.1.2 In the event that the amendments cause you material detriment, BT will give you Notice at least 30 days before the change is to take effect and, in the case of any other amendments, at least one day before the change is to take effect.



8.1.3 If BT makes any amendment to the Contract that causes you material detriment, you will not have to pay any Termination Charges if you give Notice to terminate the affected Service in accordance with Clause 17 of the General Terms within:

8.1.4 90 days after the date of notification if BT has only published the amendment online in accordance with Paragraph 8.1.2.

8.2 Minimum Period of Service and Renewal Periods

8.2.1 Unless one of us gives Notice to the other of an intention to terminate the BTS OTTM Service at least 90 days before the end of the Minimum Period of Service or a Renewal Period, at the end of the Minimum Period of Service or Renewal Period the BTS OTTM Service will automatically extend for a Renewal Period and both of us will continue to perform each of our obligations in accordance with the Contract.

8.2.2 If either of us gives Notice to the other of an intention to terminate the BTS OTTM Service, BT will cease delivering the BTS OTTM Service at the time of 23:59 on the last day of the Minimum Period of Service or subsequent Renewal Period.

8.2.3 BT may propose changes to this Schedule or the Charges (or both) 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**").

8.2.4 Within 21 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.

8.2.5 If we have not reached agreement in accordance with Paragraph 8.2.4(i) 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 8.2.4(iii) or BT may give Notice of termination, in which case BT will cease delivering the BTS OTTM Service at the time of 23:59 on the last day of the Minimum Period of Service or subsequent Renewal Period as applicable.

8.3 Customer Committed Date

8.3.1 If you request a change to the BTS OTTM Service or any part of the BTS OTTM Service, then BT may revise the Customer Committed Date to accommodate that change.

8.3.2 BT may expedite delivery of the BTS OTTM Service for operational reasons or in response to a request from you, but this will not revise the Customer Committed Date.

8.4 OT Supplier/Software Vendor EULA

8.4.1 Except for the terms associated with the delivery, installation and Charges as set out in this Schedule all other terms associated with the continued use of the Purchased Equipment and associated Software, or Software procured on your behalf by BT as part of your BTS OTTM Service, and its disposal, including warranties, will be as set out in the OT Supplier end user licence agreement which you will enter into in accordance with its terms and which may be updated by the OT Supplier in accordance with its terms ("**EULA**").

8.4.2 Where the EULA is presented in a 'click to accept' function and you require BT to configure or install the Purchased Equipment and Software on your behalf, you agree that BT will do so as your agent and bind you to the EULA.

8.4.3 You will observe and comply with the EULA for any and all use of the Purchased Equipment and associated Software, or any Software procured on your behalf by BT as part of your BTS OTTM Service.

8.4.4 You will enter into the EULA for your own benefit and the rights, obligations, acknowledgements, undertakings, warranties and indemnities granted in the EULA are between you and the OT Supplier, or Software vendor, as applicable, and you will deal with the OT Supplier, or OT Software vendor, as applicable, in respect of any loss or damage suffered by either as such loss or damage will not be enforceable against BT.

8.4.5 BT does not make any representations, whether express or implied, about whether the Purchased Equipment or Software will operate in combination with any Customer Equipment or other equipment and software.

8.4.6 Your right to access and use the Software only applies for the length of the term set out in the Order. You will need to place another order to access and use the Software after the expiry of the term set out in the Order.

8.4.7 Any processing of personal data by or in connection with the ongoing use of the Purchased Equipment and associated Software, and/or Software procured on your behalf by BT, as part of your BTS OTTM Service by you or your users will be subject to the EULA and, where applicable, the OT Supplier or Software vendor's privacy policy. For the avoidance of doubt, BT will not be liable for such processing of personal data by you, your users and the OT Supplier or Software vendor, including any claim arising out of or in connection with a failure by you, your users or the OT Supplier or Software vendor to comply with the EULA, the privacy policies and the Data Protection Legislation, and any such claims will be made directly between the you, your users, and the OT Supplier or Software vendor, as applicable.



8.5 Invoicing

8.5.1 Unless set out otherwise in any applicable Order, BT will invoice you for the following Charges in the amounts and currency set out in any applicable Order:

- (i) **Installation Charges**
 - i. 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;
 - ii. If you have installations at more than one site, BT will invoice you for each site and Installation Charges may be set out in multiple invoices
- (ii) If you have selected the BTS OTTM Detect Service, Recurring Charges (excluding Usage Charges)
 - i. monthly in advance on the first day of the relevant month and for any period where the BTS OTTM Service is provided for less than one month, the Recurring Charges will be calculated on a daily basis;
 - ii. Recurring Charges for all sites will commence on completion of installation at your first site, once your OT Platform and OT Sensor Network is in place for at least one site
- (iii) Usage & change request/service request Charges, monthly in arrears on the first day of the relevant month, calculated at the then current rates
- (iv) Professional Services Charges (if applicable)
- (v) De-installation Charges within 60 days of de-installation of the BT Equipment provided as part of BTS OTTM Service and
- (vi) any Termination Charges incurred in accordance with Paragraph 8.6.2 upon termination of the relevant Service.

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

- (i) 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;
- (ii) Charges for commissioning the BTS OTTM Service outside of Business Hours;
- (iii) Charges for expediting provision of the BTS OTTM Service at your request after BT has informed you of the Customer Committed Date; and
- (iv) any other Charges as set out in any applicable Order or as otherwise agreed between both of us.

8.5.3 You may select one of two invoice options - Central Invoicing or Local to Local Invoicing.

(i) **Central Invoicing**

If Central Invoicing is selected:

- i. You will purchase all Operational Technology Equipment from a single Country/BT entity.
- ii. BT will issue a single invoice from its central entity.
- iii. you will be responsible for all arranging shipping and associated costs (outside of the applicable Invoice Country) and all export/import and taxation costs that may be applicable; and
- iv. BT will be responsible for the installation, commissioning, set up configuration and any necessary tuning tasks.

(ii) **Local to Local Invoicing (Hardware & Installation only)**

If Local to Local invoicing is selected:

- i. BT will generate Hardware invoices for each of your applicable local country entities; and
- ii. You will receive multiple invoices from BT: One Invoice per applicable Country for the Operational Technology Equipment and the associated installation and a Central Invoice for all other elements of the BTS OTTM Service.

(iv) **Central to Local Invoicing**

- i. Where BT &/or the Distributor does not have an Entity within the Country the OT Appliances are to be shipped & installed into, BT will issue a single invoice from its central entity.
- ii. BT will be responsible for all arranging shipping and associated costs and all export/import and taxation costs that may be applicable; and
- iii. BT will be responsible for the installation, commissioning, set up configuration and any necessary tuning tasks.

8.5.4 All Charges will be payable in full as one-off payments.

8.6 Cancellation and Termination Charges

8.6.1 **Cancellation Charges**

If you cancel an Order, or part of it, any time before the Service Start Date you will pay BT the Cancellation Charges in accordance with Clause 16.2 of the General Terms.

8.6.2 **Termination Charges**

If you terminate the Contract or the BTS OTTM Service for convenience in accordance with Clause 17 of the General Terms you will pay BT:

- (i) all outstanding Charges or payments due and payable under the Contract;
- (ii) De-installation Charges;



- (iii) any remaining Charges outstanding with regard to BT Equipment; and
 - (iv) any other Charges as set out in any applicable Order; and any additional Charges that BT has to pay a supplier as a result of early termination of the BTS OTTM Service
- 8.6.3 In addition to the Charges set out at Paragraph 8.6.2 above, if you terminate during the Minimum Period of Service or any Renewal Period, you will pay BT:
- (i) for any parts of the BTS OTTM Service that were terminated during the first 12 months of the Minimum Period of Service, Termination Charges, as compensation, equal to:
 - i. 100 per cent of the Recurring Charges for any remaining months of the first 12 months of the Minimum Period of Service;
 - ii. 20 per cent of the Recurring Charges for the remaining months, other than the first 12 months of the Minimum Period of Service; and
 - iii. any waived Installation Charges;
 - (ii) for any parts of the BTS OTTM Service that were terminated after the first 12 months of the Minimum Period of Service or during a Renewal Period, Termination Charges, as compensation, equal to 20 per cent of the Recurring Charges for any remaining months of the Minimum Period of Service or the Renewal Period; and
 - (iii) BT will refund to you any money you have paid in advance after deducting any Charges or other payments due to BT under the Contract.

Part B – Service Delivery and Management

9 BT's Obligations

9.1 Service Delivery

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

- 9.1.1 provide you with contact details for the Service Desk;
- 9.1.2 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;
- 9.1.3 schedule a Kick Off meeting to review the OT solution;
- 9.1.4 capture customer specific network details for each site in scope;
- 9.1.5 initiate BT's remote connectivity to your OT environment;
- 9.1.6 provide a statement of works and a high-level implementation plan;
- 9.1.7 undertake site surveys (telephone, e-mail or site visit) dependent upon your installation environment for each site in scope; and
- 9.1.8 install the OT Appliances at all sites in scope.

Note the above list is not exhaustive, please see the BTS OTTM Service Description for full details of the pre-commissioning activity BT will undertake.

9.2 Commissioning of the Service

Before the Service Start Date, BT will:

- 9.2.1 configure your BTS OTTM Service;
- 9.2.2 tuning and optimisation of the OT Appliances and applying the learned baseline applicable to the OT network;
- 9.2.3 conduct a series of standard tests on your BTS OTTM Service to ensure that it is configured correctly;
- 9.2.4 connect your BTS OTTM Service to each Enabling Service, as required;
- 9.2.5 provide you with a Customer Handbook for your BTS OTTM Service; and
- 9.2.6 on the date that BT has completed the activities in this Paragraph 9.2 confirm to you that the BTS OTTM Service is available for performance of any Acceptance Tests in accordance with Paragraph 10.2

Note the above list is not exhaustive, please see the BTS OTTM Service Description for full details of the commissioning activity BT will undertake.

9.3 During Operation

On and from the Service Start Date, BT:

- 9.3.1 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 with your BTS OTTM Service;
- 9.3.2 will maintain a web portal and server to provide you with online access to monthly service reports



- 9.3.4 may carry out Maintenance from time to time and will use reasonable endeavours to inform you:
- (i) at least five Business Days before any Planned Maintenance on the BTS OTTM Service, the BT Network, BT Equipment or Purchased Equipment, however, BT may inform you with less notice than normal where Maintenance is required in an emergency; or
 - (ii) without undue delay for scheduled Access Line Maintenance by the relevant OT Supplier;
- 9.3.5 may, in the event of a security breach affecting the BTS OTTM Service, require you to change any or all of your passwords;
- 9.3.6 will provide you with Read Only access to the OT Management Console, to provide visibility to you of the OT Environment being monitored. Please see the BTS OTTM Service Description for full details.

Note the above list is not exhaustive, please see the BTS OTTM Service Description for full details of the in-life activity BT will undertake.

9.4 The End of the Service

On termination of the BTS OTTM Service by either of us, BT:

- 9.4.1 will provide configuration information relating to your BTS OTTM Service provided at the Site(s) in a format that BT reasonably specifies;
- 9.4.2 may disconnect and remove any BT Equipment located at the Site(s); and
- 9.4.3 may delete any Content.

Note the above list is not exhaustive, please see the BTS OTTM Service Description for full details of the end-of-life activity BT will undertake.

10 Your Obligations

10.1 Service Delivery

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

- 10.1.1 provide BT with access to any Site(s) during Business Hours, or as otherwise agreed, to enable BT to set up, deliver and depending on the Graded Service Tier selected by you, manage the BTS OTTM Service;
- 10.1.2 provide BT with Notice of any health and safety rules and regulations and security requirements that apply at the Site(s);
- 10.1.3 in jurisdictions where an employer is legally required to make a disclosure to its Users and other employees:
- (i) inform your Users that as part of the BTS OTTM Service being delivered by BT, BT may monitor and report to you the use of any targeted applications by them;
 - (ii) ensure that your Users have consented or are deemed to have consented to such monitoring and reporting (if such consent is legally required); and
 - (iii) agree that BT will not be liable for any failure by you to comply with this Paragraph 10.1.3, 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 10.1.3.
- 10.1.4 ensure that the LAN protocols and applications you use are compatible with the BTS OTTM Service;
- 10.1.5 prepare and maintain the Site(s) for the installation of BT Equipment and Purchased Equipment and supply of the BTS OTTM Service, including:
- (i) providing a suitable and safe operational environment for any BT Equipment or Purchased Equipment including all necessary trunking, conduits, cable trays, and telecommunications connection points in accordance with BT's reasonable instructions and applicable installation standards;
 - (ii) take up or remove any fitted or fixed floor coverings, ceiling tiles and partition covers or provide any openings in buildings required to connect BT Equipment or Purchased Equipment to appropriate telecommunications facilities in time to allow BT to undertake any necessary installation or maintenance services;
 - (iii) carry out any work that may be required after installation to make good any cosmetic damage caused during installation or maintenance;
 - (iv) provide a secure, continuous power supply at the Site(s) for the operation and maintenance of the BTS OTTM Service, BT Equipment or Purchased Equipment at such points and with such connections as BT specifies, and, in order to mitigate any interruption to the BTS OTTM Service 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
 - (v) provide internal cabling between the BT Equipment and any Customer Equipment, as appropriate.
- 10.1.6 You will perform all of the actions set out in Annex 2 (Customer Responsibilities).

10.2 Acceptance Tests

- 10.2.1 You will carry out the Acceptance Tests for the BTS OTTM Service within five Business Days after receiving Notice from BT in accordance with Paragraph 9.2.6 ("**Acceptance Test Period**").



10.2.2 The BTS OTTM Service is accepted by you if you confirm acceptance in writing during the Acceptance Test Period or is treated as being accepted by you if you do not provide BT with Notice to the contrary by the end of the Acceptance Test Period.

10.2.3 Subject to Paragraph 10.3.4, the Service Start Date will be the earlier of the following:

- (i) the date that you confirm, or BT deems acceptance of the BTS OTTM Service in writing in accordance with Paragraph 10.2.2; or
- (ii) the date of the first day following the Acceptance Test Period.

10.3 Acceptance and Service Start Date

10.3.1 The Service Start Date will be the date that you accept the Purchased Equipment as set out in Paragraph 10.2.2.

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

- (i) if BT does not install the Purchased Equipment, when you take delivery or possession of the Purchased Equipment; and
- (ii) if BT installs the Purchased Equipment, the earlier of:
 - i. the date you confirm acceptance in writing;
 - ii. if you have not notified BT in writing whether the Purchased Equipment has passed the Acceptance Tests by the end of the fifth Business Day following notification under Paragraph 9.2.6, the Business Day after that;
 - iii. the date that you notify BT in writing that the Purchased Equipment has not passed the Acceptance Tests and that is due to minor Incidents that do not affect the Purchased Equipment's performance; or
 - iv. if you notify BT in writing that the Purchased Equipment has not passed the Acceptance Tests and that is due to Incidents that affect the Purchased Equipment's performance, the date that BT notifies you that BT has remedied the non-conformance, which BT will remedy without undue delay.

10.3.5 Where the Site is not located within the Territory, acceptance of the Purchased Equipment will be deemed to take place on signature for the delivery at the port of entry, or at the final delivery address(es) that BT has agreed with you if BT has agreed to ship the Purchased Equipment as set out in Paragraph 7.3.3(b).

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

10.4 During Operation

On and from the Service Start Date, you will:

10.4.1 monitor and maintain any Customer Equipment connected to the BTS OTTM Service or used in connection with a BTS OTTM Service;

10.4.2 ensure that any Customer Equipment that is connected to the BTS OTTM Service or that you use, directly or indirectly, in relation to the BTS OTTM Service is:

- (i) connected using the applicable BT Network termination point, unless you have BT's permission to connect by another means;
- (ii) adequately protected against viruses and other breaches of security;
- (iii) technically compatible with the BTS OTTM Service and will not harm or damage BT Equipment, the BT Network, or any of BT's suppliers' or subcontractors' network or equipment; and
- (iv) 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;
- (v) Immediately disconnect any Customer Equipment, or advise BT to do so at your expense, where Customer Equipment:
 - i. does not meet any relevant instructions, standards or Applicable Law; or
 - ii. contains or creates material that is in breach of the Acceptable Use Policy and you are contacted by BT about such material,

and redress the issues with the Customer Equipment prior to reconnection to the BTS OTTM Service;

10.4.3 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;

10.4.4 ensure the security and proper use of all valid User access profiles, passwords and other systems administration information used in connection with the BTS OTTM Service and:

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

10.4.6 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;

10.4.7 take all reasonable steps to prevent unauthorised access to the BTS OTTM Service;

10.4.8 satisfy BT's security checks if a password is lost or forgotten; and



- 10.4.9 ensure that the maximum number of Users will not exceed the permitted number of User identities as set out in any applicable Order;
- 10.4.10 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 BTS OTTM Service; and
- 10.4.11 You will perform all of the actions set out in Annex 2 (Customer Responsibilities).

10.5 The End of the Service

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

- 10.5.1 provide BT with all reasonable assistance necessary to remove BT Equipment from the Site(s);
- 10.5.2 disconnect any Customer Equipment from BT Equipment located at the Site(s);
- 10.5.3 not dispose of or use BT Equipment other than in accordance with BT’s written instructions or authorisation;
- 10.5.4 arrange for any BT Equipment located at the Site(s) to be returned to BT; and
- 10.5.5 be liable for any reasonable costs of recovery that BT incurs in recovering the BT Equipment.

11 Technical Incident and Fault Management (BTS OTTM Detect Service ONLY)

- 11.1 If you have selected the BTS OTTM Detect Service, where you become aware of a Technical Incident associated with the BT managed OT Appliances (OT Sensors & OT Management Console):
 - 11.1.1 your Customer Contact will notify all Technical Incidents to the BT Service Desk via telephone.
 - 11.1.2 All communications with the Service Desk will be in English.
 - 11.1.3 The Service Desk that will action the Technical Incident notifications is available 24x7x365 and is staffed by security trained professionals.
 - 11.1.4 BT will give you a Ticket.
 - 11.1.5 BT will assess the Technical Incident in accordance with the criteria set out in Table 11.1.5 below:

Table 11.1.5

Priority	Description
P1- High	Total loss of service. Customer experiences a total loss of service which cannot be circumvented. Fault affecting multiple users.
P2- Medium	Service degraded. Customers’ service is partially interrupted or impaired and cannot be circumvented. Fault affecting multiple users.
P3- Low	Loss of primary service – resilience successful. Low service impact. Medium impact on customer business that can be circumvented. A large % of the customers’ business is functioning normally.
P4- Low	No service impacts. Problem circumvented Little or no business impact on the customer. General requests for information. i.e. Intermittent connectivity problem.

- 11.1.6 BT will review the status of the Technical Incident and amend the priority level assigned initially if necessary.
- 11.1.7 BT will keep you informed throughout the course of the Technical Incident resolution at regular intervals via the BT Service Desk to the Customer Contact in accordance with Paragraph 13.1.1.
- 11.1.8 BT will inform you when it believes the Technical Incident is cleared and will close the Ticket when:
 - (a) you confirm that the Technical Incident is cleared within 24 hours after having been informed; or
 - (b) BT has attempted unsuccessfully to contact you, in the way agreed between both of us in relation to the Technical Incident, and you have not responded within 24 hours following BT’s attempt to contact you.
- 11.1.9 If you confirm that the Technical 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 Technical Incident.
- 11.1.10 Where BT becomes aware of a Technical Incident, Paragraphs 11.1.4 to 11.1.9 will apply.

12 Security Incident Management (BTS OTTM Detect Service ONLY)



- 12.1 If you have selected the BTS OTTM Detect Service, where it becomes aware of a possible Security Incident:
 - 12.1.1 BT will notify you of possible Security Incidents, including details of the relevant underlying event and threat intelligence in accordance with the Target response times set out in Table 14.1.
 - 12.1.2 BT will raise a Case for each Security Incident that is notified to you.
 - 12.1.3 Where a Case has been raised by BT in respect of any Security Incident, the BT SOC will contact your nominated customer service teams to:
 - (a) advise of any necessary remedial action they need to take; and
 - (b) confirm that they have completed any necessary remedial action,following which BT will close the Case, If your nominated customer service team does not take the necessary remedial action, BT is not responsible for the ongoing effects of the Security Incident.



Part C – Service Levels (BTS OTTM Detect Service ONLY)

13 Service Levels and Service Restoration Advice Targets

13.1 Service Targets Technical Incident Management

Table 13.1.1

Priority	Initial response	Further updates	Resolution time frames
P1	1 hour	Every 4 hours	1 day
P2	6 hours	Every 8 hours	2 days
P3	12 hours	Every 24 hours	3 days
P4	48 hours	Every 48 hours	4 days

- 13.1.1 From the Service Start Date, BT will aim to provide you with an initial response and a resolution in relation to a Technical Incident in accordance with Table 13.1.1 above.
- 13.1.2 BT will not provide a progress update while BT is waiting on your input or feedback.
- 13.1.3 BT will aim to restore the BTS OTTM Security Service affected by the Technical Incident within the period set out in the table above.
- 13.1.4 The response times shown in the table above are targets only and BT will have no liability for failure to meet them.

13.2 Service Availability

13.2.1 Availability Service Level

- (a) As Service availability is dependent on your underlying infrastructure and your chosen OT Supplier, BT offers a Service Level Agreement (“SLA”) in respect of the OT Management Console and BT Sentries only.
- (b) From the Service Start Date, BT will provide an availability uptime SLA, for the OT Management Console and BT Sentries only, of 99.5% (“Availability Service Level”). The SLA is subject to the implementation of BTs standard high availability management console design.
- (c) Availability is calculated using the total number of minutes per month, the backend SIEM platform is available to receive and process logs against the relevant Customer ruleset (the “Agreed Service Time” or “AST”) as shown in the table below. Conversely, downtime is calculated using the total amount of minutes per month, the backend SIEM platform is not available to process logs against the relevant customer ruleset (“Downtime”).

Table 13.2.1

$$\frac{(\text{Agreed Service Time (AST)}) - (\text{Downtime})}{\text{Agreed Service Time (AST)}} \times 100\% = \text{Service Availability}$$

- (d) If BT fails to achieve the SLA for the OT Management Console and BT Sentries in any given Month, you may claim Availability Service Credits in accordance with Paragraph 13.2.2 below.

13.2.2 Availability Service Credits

- (a) If a Qualifying Incident occurs, BT will measure and record the Downtime for the OT Management Console and/or BT Sentries starting from when you report or BT gives you notice of a Qualifying Incident and ending when BT closes the Incident in accordance with Paragraph 11.1.8 above.
- (b) BT will measure the Downtime in units of full minutes, during the Contracted Maintenance Hours for OT Appliance Incidents.
- (c) Following the measurement taken in accordance with Paragraphs 13.2.2 (a) and (b), BT will calculate the Service Availability in accordance with 13.2.1(c) above.
- (d) If the Service Availability for the OT Management Console and BT Sentries for the relevant month, is less than the Availability Service Level of 99.5% for the OT Management Console and BT Sentries for that month, you may request Availability Service Credits at the rate of 5% of the Monthly Recurring Charges for the relevant BTS OTTM Service.

13.2.3 Requests for Service Credits



- (a) You may request Availability Service Credits, in accordance with Paragraph 13.2.2, within 28 days of the end of the calendar month, if applicable. Any failure by you to submit a request in accordance with this Paragraph 13.2.3 will constitute a waiver of any claim for Service Credits for that calendar month.
- (b) Upon receipt of a valid request for Service Credits in accordance with Paragraphs 13.2.2 and 13.2.3:
 - i. 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
 - ii. following termination of the Contract where no further invoices are due to be issued by BT, BT will pay you the Service Credits within a reasonable period of time.
- (c) Service Credits for all Service Levels will be aggregated and are available up to a maximum amount equal to 100 per cent of the monthly Recurring Charge for the affected service (OT Management Console).
- (d) All Service Levels and Service Credits will be calculated in accordance with information recorded by, or on behalf of, BT.
- (e) The Service Levels under this Schedule will not apply:
 - i. in the event that Clause 8 or Clause 23 of the General Terms applies;
 - ii. during any trial period of the BTS OTTM Service
 - iii. where Availability is impacted due to any connections or cabling to the OT Appliances; or
 - iv. where Availability is impacted due to faults in your infrastructure (both physical and virtual) or third-party network.

13.2.4 Availability Service Level Target

- (a) From the Service Start Date, BT will provide an availability uptime Service Level Target (“SLT”) for the OT Sensors only, of 98%.
- (b) If you have selected the spare OT Sensor Service Option in accordance with Paragraph 4.1, BT will provide an SLT of 99% in respect of the OT Sensors.
- (c) No Availability Service Credits are offered in respect of the OT Sensors.

14 Security Incident Notification and Security Investigation Assessment Targets

14.1 Security Incident Notification – Target Response Times

14.1.1 If you have selected the BTS OTTM Detect Service, from the Service Start Date, BT will notify you in response to a Security Incident (“**Security Incident Notification**”). A Security Incident Notification may take the form of a Security Event Classification Notification or a Security Case Assessment Notification, the applicable target response times for both are, set out in the table below where the “**Security Event Classification Notification Target**” is the target time taken by the CySOC from being made aware of an incident, to classifying it and notifying you and the “**Security Case Assessment Notification Target**” is the target time from classifying an incident and notifying you, to recommending a course of action to you.

Table 14.1.1

Priority	Graded Service Tier	Security Event Classification Notification Target	Target Time: Security Case Assessment Notification Target
P1	Detect	Notify customer in 30 min	Give Security Investigation Assessment within 4 hours
P2	Detect	Notify customer in 2 hours	Give Security Investigation Assessment within 8 hours
P3	Detect	Notify customer in 4 hours	Give Security Investigation Assessment within 24 hours
P4	Detect	Notify customer in 24 hours	N/A used to capture other requests

14.1.2 BT will not provide a progress update while BT is waiting on your input or feedback.

14.1.3 BT will not provide a target time for Security Incident resolution because the mitigation responsibility rests with you.



- 14.1.4 The Security Incident Notification response times shown in the table above are targets only and BT will have no liability for failure to meet them.
- 14.1.5 No Service Credits apply to the provision of the Security Incident Notification target response times.
- 14.1.6 Once BT has provided the Security Event Classification Notification in accordance with Paragraph 14.1.1 above, it is your obligation to determine the risk and priority to your IT estate as this will be dependent on your particular priorities. BT recommends that you consult the guidance in the BTS OTTM Service Description for assistance in determining the appropriate Priority Level for any given incident.



Part D – Defined Terms

15 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.

“Acceptance Test Period” has the meaning given in Paragraph 10.2.1.

“Acceptance Tests” means those objective tests conducted by you that when passed confirm that you accept the BTS OTTM Service and that the BTS OTTM Service is ready for use save for any minor non-conformities that will be resolved as an Incident in accordance with Paragraphs 11 and 12.

“Access Line” means a Circuit connecting the Site(s) to the BT Network or POP. This will be a secure VPN access for the BTS OTTM Detect Service only. For the BTS OTTM Visualise Service, access will be customer specific as per their own infrastructure and secure remote access requirements i.e. ZScaler.

“Agreed Service Time” or **“AST”** has the meaning given in Paragraph 13.2.1(c).

“Availability” means the period of time when the BTS OTTM Service is functioning.

“Availability Service Credit” means the Service Credit available for a failure to meet the Availability Service Level, as set out in Paragraph 13.2.2(d).

“Availability Service Level” has the meaning given in Paragraph 13.2.1(b).

“BT Security Operational Technology Threat Management Service” or **“BTS OTTM Service”** have the meaning set out in Paragraph 1.3 and can mean either one or both of the BTS OTTM Visualise and/or BTS OTTM Detect Services depending on context.

“BT Sentry” means a type of OT Appliance utilised by BT in the provision of the BTS OTTM Service.

“BTS OTTM Detect Service” has the meaning set out in Paragraph 2.1.2.

“BTS OTTM Visualise Service” has meaning set out in Paragraph 2.1.1.

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

“Circuit” means any line, conductor, or other conduit between two terminals by which information is transmitted, and that is provided as part of the BTS OTTM Service.

“Cloud SaaS” means cloud software as a service. Software as a service is a software delivery model in which a cloud-based software application is licensed to a user. The application is accessed via the internet, meaning the user doesn't install and maintain the software locally.

“Complex Change” means a change that is not a Simple Change. Examples of Complex Changes are set out in the document titled Simple and Complex Changes which can be accessed through the BT Web Portal.

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

“Contracted Maintenance Hours” means the times during which BT will provide maintenance for BT Equipment, which are Business Hours unless set out otherwise in any applicable Order.

“Core Network” means BT's network infrastructure between and including the POP but does not include the Access Line between your Site(s) and the POP.

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

“DAP” means Delivered at Place as defined in Incoterms® 2010.

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

“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 BTS OTTM Service, as set out in the Order.

“Downtime” has the meaning given in Paragraph 13.2.1(c).

“Emergency Change” means a highly critical, Simple Change that must be implemented as soon as possible specifically to address an issue having an adverse impact to business operations, or to prevent or resolve a Priority 1 Technical Incident or a Priority 1 Security Incident.

“Enabling Service” has the meaning given in Paragraph 6.1.

“EU” means European Union.

“EULA” has the meaning given in Paragraph 8.4.1.

“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 BTS OTTM Service or particular element of the BTS OTTM Service.

“Incoterms® 2020” means the International Commercial Terms, which are a series of pre-defined commercial terms published by the International Chamber of Commerce and are a trademark of the International Chamber of Commerce.

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

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



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

“**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.

“**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 BTS OTTM Service and the sum of the Usage Charges for the three full previous months divided by three.

“**Network Terminating Equipment**” or “**NTE**” means the BT Equipment used to provide the BTS OTTM Service, either at the point of connection between the BT Network and the Access Line, or provided at the Site(s) for connection to the Network Terminating Unit.

“**Network Terminating Unit**” or “**NTU**” means the socket where your wiring, equipment or existing qualifying data service is connected to the Access Line.

“**Notice to Amend**” has the meaning given in Paragraph 8.2.3.

“**OT Appliance**” means any device or appliance used to deliver the BTS OTTM Service.

“**OT Equipment**” means any equipment used in the delivery of the BTS OTTM Service.

“**OT Management Console**” means the management console used by BT to provide the BTS OTTM Service. The OT Management Console uses feeds from the OT Sensors to provide asset data, threat information and other information to manage security on an OT Network.

“**OT Network**” means any Customer network within scope of the BTS OTTM Service.

“**OT Platform**” has the meaning given in Paragraph 3.1.1(i).

“**OT Security Configuration**” means the security configuration of your BT managed OT appliances

“**OT Sensor**” means the OT Appliance used to connect to your OT Network, to undertake deep packet analysis of the protocols on the OT Network. The OT Sensor passes relevant information and alerts to the required OT Management Console or other platforms.

“**OT Supplier**” means your chosen supplier of the OT Platform as set out in your Order.

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

“**POP**” means a point of presence, which is the point where the Access Line terminates and is the demarcation point between the Access Line and BT’s Core Network.

“**Professional Services**” means those services provided by BT which are labour related services.

“**PSTN**” means Public Switched Telephone Network, which is the concentration of the world’s public circuit switched telephone networks.

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

- (i) the BTS OTTM Service has been modified or altered in any way by you, or by BT in accordance with your instructions;
- (ii) Planned Maintenance;
- (iii) you have performed any network configurations that BT did not approve;
- (iv) an Incident has been reported and BT cannot confirm that an Incident exists after performing tests; or
- (v) you requested BT to test the BTS OTTM Service at a time when no Incident has been detected or reported.

“**Recurring Charges**” means the Charges for the BTS OTTM Service or applicable part of the BTS OTTM 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 BTS OTTM Service, the initial 12 month period following the Minimum Period of Service, and each subsequent 12-month period.

“**Resilient Component**” means, with respect to a Resilient Service, any of the Access Lines, BT Equipment or Purchased Equipment.

“**Resilient Service**” means a BTS OTTM Service or part of a BTS OTTM Service, as set out in any applicable Order, where BT provides:

- (a) two or more Access Lines, to provide more resiliency;
- (b) BT Equipment or Purchased Equipment; and
- (c) maintenance service 24x7x365 in respect of (a) and (b) above; or
- (d) in the case of an IT Service that is designed to have high availability and without single points of failure, such that where one component fails the BTS OTTM Service is still available.

“**SaaS Management Console**” means an OT Management Console that is deployed as software as a service (SaaS), rather than being a physical or virtual deployment, enabling you to consolidate all your OT security management within a single application. For the BTS OTTM Visualise Service, Customers may use a SaaS Management Console, however for the BTS OTTM Detect Service, a standard OT Management Console must be used although a SaaS Management Console may be purchased in addition.

“**Security Incident**” means a single unwanted or unexpected security event, or series of events, consisting of the actual or potential (attempt underway) exploitation of an existing Vulnerability, and that has a significant probability of compromising business operations and threatening information security.

“**Service Care Levels**” means the times to respond to or repair an Incident that BT will endeavour to achieve in response to a fault report and that are set out in Paragraph 13.1.



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

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

“**Service Level Target**” has the meaning given in Paragraph 13.2.4(a).

“**Service Management Boundary**” has the meaning given in Paragraph 5.1.

“**Service Options**” has the meaning given in Paragraph 4.

“**Simple Change**” means the Simple Changes set out in the document titled Simple and Complex Change which may be accessed on the BT Web Portal.

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

“**Standard Service Components**” has the meaning given in Paragraph 3.

“**Standard Service Request**” means in respect of a Simple Change upgrades and modifications needed as a result of planned developments and security improvements.

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

“**Territory**” means the UK.

“**Ticket**” means the unique reference number provided by BT for an Incident and that may also be known as a “**fault reference number**”.

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

“**Vulnerability**” means a software susceptibility that may be exploited by an attacker.

“**Web Portal**” means a secure platform provided by BT accessed by the Customer via “My Account” and which provides visibility of reports and navigation to the BTS OTTM change catalogue.

“**WEEE**” has the meaning given in Paragraph 7.4.1.

“**WEEE Directive**” has the meaning given in Paragraph 7.4.1.



ANNEX 1 – SERVICE SUMMARY BY GRADED SERVICE TIER

Feature / Service	Graded Service Tiers	
	Visualise	Detect
Initial Set up		
Delivery of Managed Security services and Policies from order through to delivery		
Project Manager assigned	✓	✓
Design OT Network	✓	✓
Ship Physical Hardware to customer site	✓	✓
Controlled Deployment		
Controlled deployment period commences on completion of initial setup		
Install physical and virtual Sensors & Management Console	✓	✓
Initial Configuration of OT Appliances <ul style="list-style-type: none"> ○ Deploy manufacturer threat intelligence feed, current Common Vulnerabilities and Exposures (CVE) ○ Discover the OT connected devices ○ Initiate learning mode – identifying communication paths between the OT assets 	✓	✓
Customer OT USER account created (admin)	✓	✗
Customer OT account created (read only)	✗	✓
Report on discovered assets, vulnerabilities and communications profiles	✓	✓
Customer OT Platform training	✓	✓



<p>Test & Tuning</p> <ul style="list-style-type: none"> o High level Communication path tuning - review with customer what's normal behaviour o Low level Tuning – false positives etc o Customer acceptance test and approval o BT & Customer joint Security Alerts test and tune 	✓	✓
Monitoring and Management (Detect Only)		
<i>Real time through to weekly regular service activities that are in place once In Life service commences</i>		
1 st Line Analyst Response: Responds to alerts and threat detections and follows playbooks	x	✓
2 nd Line Analyst Investigation & Verification: Review threat behaviour	x	✓
Security Optimisation Manager to provide Cyber Support to customer	x	✓
Provide real-time notifications of changes	x	✓
Manage account user policies and user account access control	x	✓
Detect and notify anomalous asset behaviours	x	✓
Customer read only visibility of the OT assets and new devices on your network	x	✓
Continuous Improvement (Detect Only)		
<i>Ongoing assessment of service effectiveness and recommended amendments to further optimise</i>		
Monthly BT OT Summary Report	x	✓
SOM Quarterly Review of OT Security configuration to identify changes needed for new threats	x	✓
Ability to add new change requests	x	✓
OT Threat intelligence from the vendor to proactively mitigate threats eg Maintain packet rules, vulnerability	x	✓
Monitoring and maintenance of the OT devices managed by BT	x	✓



ANNEX 2 – BTS OTTM SERVICE CUSTOMER RESPONSIBILITIES

As a condition of BT providing the BTS OTTM Service, you will be responsible for completing the following actions:

1. PRESALES

1.1 Prior to provision of the BTS OTTM Service by BT to you, you will:

1.1.1 Complete the BTS OTTM Service information capture form which includes:

- (i) providing BT with the name and contact details of the individuals who would assist and input with the network design;
- (ii) listing the number of customer sites and their location;
- (iii) providing approximate numbers of manufacturing zones and cell areas within the sites;
- (iv) advising BT of any compliance or regulatory framework/data sovereignty requirements;
- (v) providing the expected number of nodes (assets) per site; and
- (vi) confirming if the ICS/OT Network is air-gapped.

1.1.2 Notify BT of any environmental considerations BT should be aware of e.g., heat, power availability, altitude, humidity, lighting etc.

1.1.3 **Remote Connectivity**

- (i) For the BTS OTTM Visualise Service:
 - i. confirm the remote network access mechanism e.g., Citrix, will be provided (enabling BT to complete device configuration remotely).
- (ii) For the BTS OTTM Detect Service
 - i. confirm the IP Addresses to be used by BT to establish secure remote access in order to monitor and manage the in-scope OT Appliances;
 - ii. outline any proprietary protocols that need to be supported; and
 - iii. confirm the physical BT Sentries installation locations.

1.1.4 Notify BT of your invoicing requirements and whether you wish to select:

- (i) **Local to local invoicing**
 - i. BT will generate Invoices for each of your local country entities (where the physical OT Equipment is to be deployed); or
- (ii) **Central invoicing**
 - i. You will purchase all OT Equipment from a single central Country/Entity.
 - ii. You will be responsible for all shipping (outside of the Invoice Country), export/import & taxation activities when this option is selected.

2. POST SALES

2.1 As soon as practicable, following signature of the Order, you will:

2.1.1 fill in the Customer Enrolment Package form (CEP).

2.1.2 provide BT with HLD (MSDS) information, which includes:

- (i) Copy of customer network diagram
- (ii) Switches and routers make and model
- (iii) Rack positions, rack space and cabinet numbers
- (iv) NTP source for the management console access.

2.1.3 attend a kick-off call to confirm scope of works.

2.1.4 appoint a single point contact / project manager to work with BT to coordinate deployment activities within your organisation.

2.1.5 sign off on the HLD.

2.1.6 provide BT with LLD information which include:

- (i) **Physical appliances**
 - i. Hostnames (including naming conventions)
 - ii. IP Addressing, including DNS & NTP settings
 - iii. Power source and plug type



- iv. Switches and router configuration e.g., firmware version, average CPU utilisation, bandwidth utilisation, low level monitoring ports and networks to mirror
 - v. **For BTS OTTM Detect Service only**, separate rack and power sources for the OT Management Console
 - vi. **For BTS OTTM Detect Service only**, BT Sentries' information to include IP addresses, subnet mask, and default gateway
- (ii) **Virtual appliances**
- i. the compute platform/infrastructure on which the virtual deployment is to take place
 - ii. Hostnames (including naming conventions)
 - iii. IP Addressing, including DNS & NTP settings
 - iv. Performance stats from hypervisor when requested
 - v. Console access to the Virtual Machine (VM) when required
 - vi. Resolution of hypervisor related incidents
- 2.1.7 To enable access to Cloud SaaS (SaaS Management Console, and associated Threat Intelligence) you will:
- (i) ensure management servers and/or sensors have reliable network access to Cloud SaaS where applicable; and
 - (ii) manage firewall changes required for on-premises appliances to communicate with Cloud SaaS
- 2.1.8 In order to configure devices remotely, you will provide remote network access mechanism details as follows:
- (i) Describe remote access solution and share acceptable use policy (AUP);
 - (ii) Provide BT with Remote Access software agent, if required; and
 - (iii) Provide BT with Remote Access credentials
- 2.1.9 provide the following cabling information:
- (i) Provide the necessary cabling and patching cables to complete the installation of the BT OT Appliances
 - (ii) Provide media type, speed, and duplex settings
 - (iii) Provide switch name and port numbers used by the BT OT Appliances
 - (iv) Switch Location (Room/Rack/RU)
- 2.1.10 complete the 'End user undertaking form for export license' upon BT's request
- 2.1.11 work with BT to complete the pre installation survey activity for each site. This could be by telephone, email, or on-site visit
- 2.1.12 prepare and maintain the site for the installation of purchased equipment, including:
- (i) Notify BT in advance and in writing of any health and safety rules and regulations and security requirements that apply at a Site;
 - (ii) provide a suitable and safe operational environment for any purchased equipment including all necessary trunking, conduits, cable trays, power sockets and telecommunications connection points in accordance with BT's reasonable instructions and in accordance with applicable installation standards;
 - (iii) take up or remove any fitted or fixed floor coverings, ceiling tiles and partition covers and/or provide any openings in buildings required to connect purchased equipment to appropriate telecommunications facilities in time to allow BT to undertake any necessary installation as set out in the Order;
 - (iv) complete any other preparation activities that BT may request, in accordance with any reasonable timescales, to enable the Customer to receive the Service promptly.

3. IMPLEMENTATION AND ACCEPTANCE INTO SERVICE (AIS)

- 3.1 Prior to installation you will:
- 3.1.1 Notify BT of at least one individual (to include primary telephone number, email, and alternative contact) who will be responsible for receiving the Purchased Equipment at the site;
 - 3.1.2 Provide BT, and BT's employees, agents, consultants, and subcontractors, with access to sites during business hours, or as otherwise agreed, to enable BT to set up, deliver and install the Purchased Equipment; and
 - 3.1.3 Provide safe and secure storage of equipment when delivered, before the installation field agent technician arrives to undertake installation.
- 3.2 During installation you will:
- 3.2.1 Show the installation agent field technician where such devices need to be installed.
 - 3.2.2 Ensure that there is a method of communication for the installation agent field technician to use when on site i.e., internet, mobile, PSTN.
 - 3.2.3 Provide the necessary cabling and patching cables to complete the install.
 - 3.2.4 **For virtual OT Appliance installation only:**
 - (i) Provide the compute platform/infrastructure on which the virtual deployment is to take place;
 - (ii) Provide remote access to the console of the virtual machine for BT to complete the installation;
 - (iii) Download and run the virtual image provided by BT; and



- (iv) configure switches, routing, and firewall to provide IP level communication between the OT Sensors back to the OT Management Console.

3.3 Following installation you will:

- 3.3.1 Dispose of, or provide suitable storage of, all packaging.
- 3.3.2 Make necessary firewall changes for BT technical teams to communicate with the OT Appliances.
- 3.3.3 Provide BT with a secure remote access mechanism to commission devices and carry out asset discovery, baselining and fine tuning of the customer OT network.
- 3.3.4 Provide BT with a list of up to 10 nominated individuals (name, email, role and telephone) to partake in manufacturer training.
- 3.3.5 Provide BT with a list of up to 15 nominated individuals to have read only access to the OT Platform.
- 3.3.6 Allocate the appropriate resource to collaborate with BT with fine tuning of the OT Sensors/Network. Typically, this should be an individual per installation site.
- 3.3.7 **For BTS OTTM Visualise Service only**, in order to complete the acceptance into service document:
 - (i) Advise BT of your Customer Contact details for the person who is responsible for:
 - i. Monitoring the health of the OT Platform
 - ii. Receiving OT Platform alerts
 - iii. Problem and change management process
 - iv. Admin user/read only on-boarding process i.e., how and who would approve and authorise the user's requirement to access the system.

4 IN-LIFE (BTS OTTM DETECT SERVICE ONLY)

4.1 For the **BTS OTTM Detect Service only**, you will:

- 4.1.1 Assign named resources to:
 - (i) Receive operational alert tickets and provide response back to BT in a timely manner;
 - (ii) Support BT in their investigation activities into security related alerts;
 - (iii) Ensure that each customer site has at least one designated representative to assist BT with any investigations and requests for information we may have;
 - (iv) Participate and feedback in monthly BTS OTTM Service reviews; and
 - (v) Support BT with our continuous improvement activities e.g., creation of new detections.