



BT Security Operational Technology & Threat Management Service Schedule

Part A - Service Terms

Section A –Service Terms

1. SERVICE SUMMARY

- 1.1 BT will provide the Customer with an operational technology threat management security service that supports and manages asset visibility, vulnerability management and threat detection within the Customer's operational environment, comprising:
- 1.1.1 standard components of the Service set out in Part B, depending on the graded service selected on the Order; and
 - 1.1.2 any optional components described in Part B and set out in any applicable Order, up to the point of the Service Management Boundary ("**Service**").
- 1.2 This Part A sets out the specific terms and conditions applicable to the Service, and Part B sets out the service description and the terms relating to how BT manages the Service.
- 1.3 The Service has two variants:
- 1.3.1 **OTTM Visualise & Detect** - based on services and Software provided by either ForeScout Technologies Inc or Nozomi Networks Inc; and
 - 1.3.2 **OTTM Detect Claroty xDome** – based on services and Software provided by Claroty Ltd.
- 1.4 This Schedule will not apply:
- 1.4.1 for the provision of any other services provided by BT (including the Enabling Services) as those services will be governed by their separate terms and conditions; and
 - 1.4.2 for any equipment to be purchased by the Customer as indicated in Part B. The sale of such equipment will be subject to a separate Order(s) with the respective terms and conditions for sale of equipment of the country(ies) where such equipment is sold.

2. MAINTENANCE, CHANGES TO THE SERVICE AND SUSPENSION

- 2.1 BT or the Supplier may carry out Planned Maintenance on the Service from time to time. BT will inform the Customer at least seven (7) calendar days in advance when it concerns a BT Planned Maintenance. Where BT is providing OTTM Detect Claroty xDome, any Planned Maintenance by the Supplier shall be carried out every week on a Sunday between 8.00am GMT and 9.00am GMT.
- 2.2 BT may change the Service provided the performance and quality of the Service is not materially adversely affected. Prior to introducing any change to the Service BT shall provide the Customer with as much notice as is reasonably practicable. Such changes may include:
- 2.2.1 introducing or removing features of the Service; or
 - 2.2.2 replacing the Service with a materially equivalent Service.
- 2.3 BT may occasionally suspend the Service in the event of an emergency and/or to safeguard the integrity and security of its infrastructure and/or repair or enhance the performance of its infrastructure. Where possible, BT shall inform the Customer without undue delay in advance. Where it is not possible to inform the Customer in advance of restriction or suspension of any affected Service BT shall explain as soon as is reasonably practicable afterwards why such restriction or suspension was required.



Section B – Customer Obligations and related Additional Terms

3. GENERAL CUSTOMER OBLIGATIONS

- 3.1** The Customer will:
- 3.1.1** provide BT with the names and contact details of the Customer contact;
 - 3.1.2** depending on which variant of the Service is ordered, comply with the applicable Service specific Customer obligations as set out in the applicable Part B.
 - 3.1.3** use the Incident reporting procedures notified to the Customer by BT, and ensure that the Customer operational contact is available for all subsequent Incident management communications;
 - 3.1.4** ensure that LAN protocols, applications and equipment used by the Customer are compatible with the Service;
 - 3.1.5** complete any preparation activities that BT may request to enable the Customer to receive the Service promptly and in accordance with any reasonable timescales as detailed in Part B;
 - 3.1.6** without undue delay, provide BT with any information or assistance required by BT to enable it to perform its obligations with respect to the Service;
 - 3.1.7** in jurisdictions where an employer is legally required to make a disclosure to its Users and employees in relation to the Service:
 - (a)** inform Users (individually or via local workers councils depending on Applicable Law) that as part of the Service being delivered by BT, BT may monitor and report the use of any targeted applications;
 - (b)** ensure that Users have consented or are deemed to have consented to such monitoring and reporting (where such consent is legally required);
- 3.2** The Customer shall be liable for the impact the Service has on their firewalls and wider IT/security environment.
- 3.3** Upon receipt of a security Incident by BT, BT will determine the risk and priority to the Customer's estate and communicate this to the Customer. If the Customer does not take the necessary remedial action, BT shall not be responsible for the ongoing effects of the security incident.
- 3.4** The Customer will approve all changes to the Security Platform submitted to BT and will be responsible for the impact of such changes.

4. SUPPLIER TERMS

- 4.1** The EULA establishes certain terms and conditions through direct privity of contract between the Customer and the Supplier and as such the Customer will:
- 4.1.1** be directly bound by the terms and conditions set out in the EULA contained in Part B and, where applicable, ensure that its Users also comply with the terms of the EULA;
 - 4.1.2** enter into the EULA for the Customer's own benefit and the rights, obligations, acknowledgements, undertakings, warranties and indemnities granted in accordance with the EULA are between the Customer and the Supplier and the Customer will deal with the Supplier with respect to any loss or damage suffered by either of the Customer or the Supplier as such loss or damage will not be enforceable against BT;
 - 4.1.3** observe and comply with the EULA for any use of the applicable Supplier software; and
 - 4.1.4** where required by the Supplier, sign and return to the Supplier the data protection agreement referenced in Part B.



4.2 If the Customer does not comply with the EULA:

4.2.1 BT may restrict or suspend the entire Service upon notice. Where BT has restricted or suspended the Service:

- (a)** the Customer will continue to pay the Charges for the Service until the end of the Subscription Term; and
- (b)** BT may charge a re-installation fee to re-start the Service.

4.3 Where the EULA is presented in a 'click to accept' function and the Customer requires BT to configure or install software on their behalf, BT will do so as their agent and bind the Customer to the EULA. For this purpose, the Customer hereby already grants to BT a mandate to enter into the EULA in the Customer's name and on its behalf. BT and the Customer may for this also execute a power of attorney as part of the Order.

5. CUSTOMER EQUIPMENT, SITES AND ENABLING SERVICES

5.1 The Customer will:

5.1.1 provide BT with any information reasonably required by BT, including information in relation to health and safety and the environment, without undue delay, and the Customer will ensure that the information is accurate and complete.

5.1.2 provide, at its own cost, any necessary internal cabling between the BT equipment and any Customer equipment, including in particular the cabling between the NTU and any BT equipment at a Site.

5.1.3 monitor and maintain any Customer equipment connected to the Service or used in connection with a Service.

5.1.4 ensure that any Customer equipment that is connected to the Service or that the Customer uses, directly or indirectly, in relation to the Service:

- (a)** is adequately protected against viruses and other breaches of security;
- (b)** will not harm or damage BT equipment, the BT infrastructure, or any of BT's suppliers' or subcontractors' network or equipment; and
- (c)** is 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.

5.1.5 immediately disconnect any Customer equipment, or advise BT to do so at the Customer's expense, where Customer equipment:

- (a)** does not meet any relevant instructions, standards or Applicable Law; or
- (b)** contains or creates material that is in breach of the Acceptable Use Policy and the Customer is contacted by BT about such material,
and will redress the issues with the Customer equipment prior to reconnection to the Service.

5.1.6 for Sites not under BT's control, get all the consents, licences, permissions and authorisations BT and the Customer need and keep them up to date so BT can provide the Service at the Sites, including for:

- (a)** making alterations to buildings;
- (b)** getting into property;
- (c)** dealing with local authorities, landlords or owners;



- (d) installing equipment; and
- (e) using the Service over the Customer's network or at a Site.

- 5.1.7 provide BT, or third parties acting on BT's behalf, with reasonable access to any Site(s) during Business Hours, or as otherwise agreed or permitted, to enable BT or its third parties, to set up, deliver, manage, maintain and restore the Service.
- 5.1.8 procure services that are needed to permit the Service to operate, including Enabling Services, and ensure they meet the minimum technical requirements specified by BT.
- 5.1.9 inform BT of any Planned Maintenance on any third party provided Enabling Service.
- 5.1.10 provide service assurance support to BT, where reasonably requested, to progress the resolution of Incidents for any BT equipment installed on an Enabling Service that is not being provided by BT.
- 5.1.11 where the Customer has provided its own or a third party Enabling Service, ensure and confirm to BT that the Enabling Service is working correctly before reporting Incidents to BT.

6. BT EQUIPMENT

- 6.1 Where BT provides BT equipment to the Customer that is owned by BT as part of the provision of the Service, the Customer will:
 - 6.1.1 keep the BT equipment safe and secure;
 - 6.1.2 only use the BT equipment, or allow it to be used, in accordance with the instructions that BT may provide from time to time and only for the purpose for which it is intended to be used;
 - 6.1.3 not move the BT equipment or any part of it from the Site(s) without BT's written consent and the Customer will pay BT's costs and expenses reasonably incurred as a result of such move or relocation;
 - 6.1.4 not make any alterations or attachments to, or otherwise interfere with, the BT equipment 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;
 - 6.1.5 not sell, charge, assign, transfer or dispose of, or part with possession of the BT equipment;
 - 6.1.6 not allow any lien, encumbrance or security interest over the BT equipment, nor pledge the credit of BT for the repair of the BT equipment or otherwise;
 - 6.1.7 not claim to be owner of the BT equipment and use reasonable endeavors to ensure that the owner of the Site(s) upon which the BT equipment is located will not claim ownership of the BT equipment, even if the BT equipment is physically attached to the Site(s);
 - 6.1.8 carry full replacement value insurance against any damage to or theft or loss of the BT equipment;
 - 6.1.9 in addition to any other rights that BT may have, reimburse BT for any losses, costs or liabilities arising from Customer's use or misuse of the BT equipment or where the BT equipment is damaged, stolen or lost, except where the loss or damage to BT equipment is a result of fair wear and tear or caused by BT and its agents acting on BT's instructions;
 - 6.1.10 ensure that BT equipment appears in BT's name in the Customer's accounting books; and
 - 6.1.11 in the event that there is a threatened seizure of the BT equipment, or in the event that an insolvency event applies to Customer, immediately provide BT with notice so that BT may take action to repossess the BT equipment.

7. PASSWORDS, AUTHORISED USERS AND SECURITY

- 7.1 The Customer is responsible for the proper use of any User names, personal identification numbers and passwords or similar used in conjunction with the BT equipment or the Service, and the Customer will take



all reasonable precautions to ensure that the foregoing are kept confidential, secure and not made available to unauthorised persons.

- 7.2 The Customer will distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the Service.
- 7.3 The Customer will promptly terminate access of any person who is no longer an authorized User.
- 7.4 The Customer will promptly inform BT if an 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.
- 7.5 The Customer will change any or all passwords or other systems administration information used in connection with the Service if BT asks Customer to do so in order to help safeguard ensure the security or integrity of the Service.
- 7.6 The Customer will not allow any specific user license to be used by more than one User unless it has been reassigned in its entirety to another User.

Section C – Acceptable Use Policy

8. INTRODUCTION

- 8.1 The Customer acknowledges that it has read and agrees to be bound by and to ensure that any Users will comply with this section C ("**Acceptable Use Policy**" or "**AUP**") and the generally accepted internet standards.

9. USE OF THE SERVICE

- 9.1 The Customer will not, and will ensure that its Users will not, use the Service in breach of Applicable Law.
- 9.2 Unless agreed with BT in writing:
 - 9.2.1 the Customer will only use the Services, and will ensure that its Users only use the Services, for the commercial and business purposes for which they have been designed; and
 - 9.2.2 the Customer will not, and will ensure that its Users will not, modify, amend, change, reconfigure or otherwise repurpose all or any part of the Services for uses other than those pursuant to paragraph 9.2.1 above.

10. USE OF MATERIALS

- 10.1 The Customer will not create, download, receive, store, send, publish, transmit, upload or otherwise distribute any material, including information, pictures, music, video or data, that is considered to be:
 - 10.1.1 harmful, immoral, improper, indecent, defamatory, offensive, abusive, discriminatory, threatening, harassing or menacing;
 - 10.1.2 promoting or encouraging of illegal, socially unacceptable or irresponsible behaviour, or that may be otherwise harmful to any person or animal;
 - 10.1.3 in breach of the intellectual property rights of BT or any other company or person, for example by using, distributing or copying protected or 'pirated' material without the express permission of the owner;
 - 10.1.4 in breach of the privacy or data protection rights of BT or any other person or company; or
 - 10.1.5 in contravention of any licence, code of practice, instructions or guidelines issued by a regulatory authority.
- 10.2 The Customer will ensure that all material that is derived from the machines or networks that it uses in connection with the Service is not in breach of this AUP.



11. SYSTEMS AND SECURITY

11.1 The Customer will not:

11.1.1 take any action that could:

- (a) damage, interfere with, weaken, destroy, disrupt, harm, violate, disable, overburden, overtake, compromise, hack into or otherwise adversely affect any computer system, network or the internet access of the BT Network or network of any other person or company; or
- (b) adversely affect or tamper with BT's security, the BT Network or any system or security network that belongs to any other person or company.

11.1.2 access any computer system or network belonging to any person or company for any purpose without permission, including to probe, scan or test the security of a computer system or network or to monitor data traffic;

11.1.3 connect the network to machines, equipment or services that do not have adequate security protection or that are able to be used by others to carry out conduct that is not allowed by this AUP; or

11.1.4 collect, take or harvest any information or data from any BT services, BT's system or network or attempt to undermine any of BT's servers or systems that run BT services.

12. END OF SERVICE

12.1 On termination of the Service, the Customer will:

12.1.1 Retrieve all Customer data from the Service.

12.1.2 provide BT with all reasonable assistance necessary to remove the BT equipment from the Site(s).

12.1.3 disconnect any Customer equipment from the BT equipment.

12.1.4 not dispose of the BT equipment other than in accordance with BT's written instructions.

12.1.5 arrange for the BT equipment to be returned to BT.

12.1.6 return to BT the software or intellectual property provided by BT and all copies of such.

12.2 On termination of the Service BT:

12.2.1 will provide configuration information relating to the Service provided at the Site(s) in a format that BT reasonably specifies.

12.2.2 will disconnect and remove any BT equipment located at the Site(s).

12.2.3 may delete any Content, including stored logs or any configuration data relating to BT's management of the Service.

Section D – Charges and Invoicing Terms

13. CHARGES

13.1 The Customer will pay the Charges for the Service and any optional features (including upgrades and re-configuration) as specified in the Order.

13.2 In addition to the Charges set out in the Order, the Customer may be liable for the following additional Charges:

13.2.1 Charges for commissioning the Service outside of Business Hours; and

13.2.2 Charges for expediting provision of the Service at Customer's request after BT has informed Customer of the delivery date.



14. SUBSCRIPTION TERM, INVOICING TERMS AND EARLY TERMINATION CHARGES

- 14.1** The Order sets out any Subscription Term (also called “**Minimum Period of Service**”) applicable to the Service, as well as any associated volume commitments and the termination Charges that are specific to the Service.
- 14.2** Unless set out otherwise in any applicable Order, BT will invoice the Customer for the following Charges in the amounts set out in any applicable Order:
- 14.2.1** Installation charges, on the Operational Service Date, or where the installation period is estimated to be longer than one (1) month, monthly in arrears starting from when the Customer places an Order until the Operational Service Date;
 - 14.2.2** Other one-off charges in full within one (1) month after delivery of the Service element the charge relates to;
 - 14.2.3** Recurring charges monthly in advance if the Customer selected the Detect Service; and
 - 14.2.4** Usage charges and change request/service request Charges, monthly in arrears on the first day of the relevant month, calculated at the rates agreed on the Order.
- 14.3** Following the expiration of the Subscription Term, the Service shall be renewed for a new Subscription Term that shall be twelve (12) months;
- 14.3.1** unless otherwise agreed in an Order; or
 - 14.3.2** unless and until terminated in accordance with the terms of the Governing Agreement referenced in the Order.

Section F – Service Levels

15. SERVICE LEVELS AND SERVICE CREDITS

- 15.1** BT will use its reasonable endeavours to provide the Service in accordance with the service levels (“**Service Levels**”) applicable to the Service. If BT fails to achieve the Service Levels, the Customer may claim associated service credits as set out in the paragraphs below (“**Service Credits**”).
- 15.2** This Service offers the following availability Service Level:
- 15.2.1** an availability uptime of 99.5% per month (“**Availability Service Level**”);
 - 15.2.2** As Service availability is dependent on the Customer’s underlying infrastructure and the selected Supplier;
 - (a) For OTTM Visualise & Detect** - the Service availability is limited to the management console and BT sentries and subject to the implementation of a Resilient Service. 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**”);
 - (b) for OTTM Detect Clarity xDome** - the Service availability is limited to the Supplier Analysis Server. Availability is calculated using the total number of minutes per month the Supplier Analysis Server is available to receive and process alerts and events against the relevant Customer’s operational environment (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 Supplier Analysis Server is not available to process alerts and events against the relevant Customer’s operational environment (“**Downtime**”)



(c) Availability calculation table:

$\frac{(\text{Agreed Service Time (AST)}) - (\text{Downtime})}{\text{Agreed Service Time (AST)}} \times 100\% = \text{Service Availability}$
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15.3 Service Downtime is measured from when a Qualifying Incident is first reported to the Service Desk and ends when BT clears the Qualifying Incident. The Customer will be given an Incident ticket number for each reported Qualifying Incident. BT will inform the Customer when the Qualifying Incident is cleared, and will close the Incident ticket when either the Customer confirms within 20 minutes that the Qualifying Incident is cleared, or BT has attempted and failed to contact the Customer and the Customer does not respond within 20 minutes. If the Customer confirms that the Qualifying Incident is not cleared within 20 minutes of being so informed, the Incident ticket will remain open, and the Service Downtime calculation will be so adjusted.

15.4 Service Downtime will be suspended outside of Business Hours, unless otherwise specified on the Order.

15.5 If the Service fails to achieve the Availability Service Level in any given calendar month, the Customer may claim a Service Credit for the calendar month where the service credits apply equal to:

Service Availability per calendar month	Service Credit
>100% <=99.5%	0% of the recurring monthly charges.
>99.5% <= 99%	3% of the recurring monthly charges.
>99 % <= 98%	7% of the recurring monthly charges.
>98% <= 90%	10% of the recurring monthly charges.
>90% <= 80%	20% of the recurring monthly charges.
>80% <=50%	50% of the recurring monthly charges.
>50%	100% of the recurring monthly charges.

15.6 General Service Credit Exclusions

15.6.1 Only measurements carried out by BT or the Supplier will be used in the calculation of Service Credits.

15.6.2 Service Levels and/or Service Downtime will be excluded:

- (a)** where the Customer does not provide access, delays providing access or denies permission for BT or its agents and suppliers to carry out necessary repairs to the Service;
- (b)** for any Qualifying Incident not reported in accordance with the Incident reporting procedures notified by BT to the Customer;
- (c)** in the event of any software bugs affecting the Service;
- (d)** during any period of Planned Maintenance unless the service outage time exceeds the time estimation communicated to the Customer;
- (e)** to the extent time is lost where permission to carry out any necessary repairs is denied by the Customer;
- (f)** where Priority 1 Incident tickets are opened erroneously;
- (g)** during any pre-agreed trial period of the Service;



- (h) during the implementation of any changes resulting from agreed change requests.
- (i) If the Service is experiencing Downtime due to a third-party Enabling Service. E.g. if the Customer has ordered OTTM Detect Claroty xDome and provided their own subscription licenses for BT to use with the Service, any Downtime due to an Incident on the Claroty xDome SaaS platform shall be excluded;
- (j) if the Downtime is due to an incident on the Customer equipment; e.g. where the Customer provides infrastructure for a virtual Management Console (when OTTM Visualise & Detect has been ordered) or for the Analysis Server (when OTTM Detect Claroty xDome has been ordered) and the Downtime on the Service is associated with the Customer provided infrastructure; or
- (k) if the Service is suspended due to Customer's breach of its obligations under the Governing Agreement and this Schedule.

15.7 General Service Credit Limitations

15.7.1 To qualify for Service Credits, and before any Service Credits can be applied, the Customer must make a claim within 25 days after the end of the month in which the Service Level underperformance occurred or where a longer time period is required by mandatory local law then the shortest period that can be applied.

15.7.2 Service Credits will be :

- (a) paid by deduction from the Customer's invoice within two billing cycles of a claim being received; or
- (b) following termination of the Service where no further invoices are due to be issued by BT, paid by BT within two (2) months of a claim being received.

Section G - Data Protection

This section supplements the data provisions that may be set out in the Governing Agreement and may be referred as the Data Processing Annex in the Governing Agreement. For the avoidance of doubt, any processing of Personal Data by or in connection with the ongoing use of the equipment purchased and associated Software, and/or Software procured on the Customer's behalf by BT, as part of the Service by the Customer or its Users will be subject to the EULA of the Supplier selected on the Order.

16. DURATION OF THE PROCESSING OF PERSONAL DATA

16.1 BT will Process the Customer Personal Data for the Service for as long as BT provides the Service and for as long as BT may be required to Process the Customer Personal Data in accordance with Applicable Laws.

17. THE NATURE AND PURPOSE OF THE PROCESSING OF PERSONAL DATA

17.1 The nature and purpose of the Processing of Customer Personal Data by BT includes:

17.1.1 Providing a process whereby BT manages the Supplier platform on Customer's behalf.

17.1.2 Processing Customer Data (by BT or its sub-processors or relevant Supplier) in BT's order management and billing systems, in order to manage the Supplier platform and place and order on your behalf.

17.1.3 Monitoring devices and log incidents etc. from Customer's platform by BT, its sub-processor or the relevant Supplier.

17.2 Where the Customer has ordered OTTM Detect Claroty xDome - any Processing of Personal Data by the Supplier where applicable will be subject to the Supplier's data processing addendum as set out at <https://claroty.com/dpa>.



18. TYPES OF PERSONAL DATA AND CATEGORIES OF DATA SUBJECTS

18.1 The types of Customer Personal Data Processed by BT or its Sub-Processors or the Customer will be:

- 18.1.1 Names;
- 18.1.2 Email addresses;
- 18.1.3 Business addresses;
- 18.1.4 Contact numbers (fixed and mobile);
- 18.1.5 Service plans;
- 18.1.6 Customer equipment provided;
- 18.1.7 IP address;
- 18.1.8 MAC address;
- 18.1.9 Customer account numbers;
- 18.1.10 Billing details;
- 18.1.11 Traffic data (including types of traffic);
- 18.1.12 Online activity logs;
- 18.1.13 Router logs

This list is not exhaustive as the Customer will specify what Customer Personal Data is Processed.

18.2 The Customer Personal Data will concern the following categories of Data Subjects:

- 18.2.1 Customer's Users;
- 18.2.2 Customer's employees, directors and contractors; and
- 18.2.3 Customer's customers.

This list is not exhaustive as the Customer will specify what Customer Personal Data is Processed.

Section H – Defined Terms

For the purposes of this Schedule defined terms and abbreviations shall have the meaning ascribed to them within the body of the Schedule or below:

“Acceptance Tests” means those objective tests conducted by the Customer that when passed confirm that the Customer has accepted the Service and that the Service is ready for use save for any minor non-conformities that will be resolved as an Incident.

“Agreement” means the Governing Agreement, this Schedule, the Order and any additional Annexes.

“Analysis Server” has the meaning set out in Part B OTTM Detect Clarity xDome.

“Applicable Laws” shall have the meaning given to it in the Governing Agreement.

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

“Business Day” means generally accepted working days at the locality of the Site, excluding any national or bank holidays.

“Business Hours” means between the hours of 0800 and 1700 in a business day at the locality of the specific Site.

“Common Vulnerability and Exposures” or **“CVE”** means a list of publicly disclosed computer security that's been assigned a CVE ID number which helps IT professionals to coordinate their efforts to prioritize and address these vulnerabilities to make computer systems and networks more secure. The CVE lists can be found at <https://cve.mitre.org/>



“**Customer Personal Data**” means any Personal Data Processed as a Processor by BT in the context of providing the Services under this Governing Agreement.

“**Data Subjects**” shall have the meaning given to it in the GDPR.

“**Enabling Services**” means the services as defined in Part B – Service Description.

“**EULA**” means the end user license agreement and any other Supplier terms (including if applicable any data processing agreement) of the Supplier accepted by the Customer as set out in Part B.

“**GDPR**” means the General Data Protection Regulation (EU) 2016/679 (“EU GDPR”) and any amendment or replacement to it, (including any corresponding or equivalent national law or regulation that implements the GDPR as applicable to the Processing).

“**Governing Agreement**” means the master terms and conditions which govern this Schedule.

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

“**Operational Service Date**” means the date upon which the Service is made operationally available to the Customer at a Site and may be called the “Service Start Date” in some Governing Agreements.

“**Order**” means means an Order that accompanies a Service Schedule for a new Service and contains the Parties agreement on Charges, rate card (where applicable) and any other relevant commercial information related to the Service referred to in the Order.

“**Personal Data**” shall have the meaning given to it in the GDPR.

“**Planned Maintenance**” means scheduled maintenance that is planned in advance.

“**Purchased Equipment**” means any equipment used with the Service which will be sold by BT to the Customer with transfer of ownership.

“**Qualifying Incident**” means any Incident affecting the Service within the Service Management Boundary, with the exception of Incidents caused by:

- modifications or alterations to the Service made by Customer, or by BT in accordance with Customer’s instructions;
- Planned Maintenance;
- configurations that BT did not approve;
- Incidents that have been reported but BT cannot confirm that an Incident exists after performing tests; or
- Customer requests BT to test the Service at a time when no Incident has been detected or reported.

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

- BT Equipment or sells equipment to the Customer; and
- maintenance service 24x7x365 in respect of (a) and (b) above; or
- one that is designed to have high availability and without single points of failure, such that where one component fails the Service is still available.

“**SaaS**” means Ssoftware as a service which in a cyber security environment refers to the measures and processes implemented to protect the data and applications hosted by a SaaS provider.

“**Security Platform**” has the meaning as set out in Part B.

“**SIEM**” means security information and event management technology; supporting threat detection, compliance and security incident management through the collection and analysis (both near real time and historical) of security events, as well as a wide variety of other event and contextual data sources.



“**Site**” means the physical Customer site to which the Service will be provided. Such Site may be Customer or third party owned.

“**Subscription Term**” means the term contracted for this Service as set out in the Order. In some Governing Agreements this may also be called “**Minimum Period of Service**”.

“**Supplier**” means depending on vendor selected on the Order; either:

- ForeScout Technologies, Inc. Principal business office: 190 West Tasman Drive, San Jose, CA 95134 USA; or
- NOZOMI NETWORKS, INC., a Delaware Company having its principal place of business at 575 Market Street, Suite 3650, San Francisco, CA 94105
- CLAROTY LTD, having its principal place of business at 7 Totzeret Haaretz TEL AVIV-JAFFA, 6789104 Israel

“**Threat Intelligence**”, also known as cyber threat intelligence (CTI), means information gathered from a range of sources about current or potential attacks against an organization. The information is analyzed, refined and organized and then used to minimize and mitigate cybersecurity risks. The Threat Intelligence feed BT uses for this Service is based on the Supplier selected by the Customer.

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