

Business Antivirus Protection 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 Business Antivirus Protection Service

1 Service Summary

BT will provide you with an antivirus protection service to protect you and your Users from viruses, malware and online threats, across multiple devices, including PCs, Macs and mobiles, comprising of the Standard Service Components, up to the point of the Service Management Boundary as set out in Paragraph 2 ("Business Antivirus Protection Service").

1 Standard Service Components

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

- 1.1 **Business Antivirus Protection Licence:** BT will provide you with the right to access and use the cloud-based security service which will comprise of the following functionalities:
 - 1.1.1 Licensing for PC/Mac;
 - 1.1.2 Integration into the Supplier's license management system;
 - 1.1.3 Cloud management; and
 - 1.1.4 PC, mobile and Mac security.
- 1.2 You may purchase up to five Business Antivirus Protection Licences.
- 1.3 Each Business Antivirus Protection License covers up to five fixed devices (PC or Mac) and unlimited mobiles.

2 Service Management Boundary

- 2.1 BT will provide and manage the Business Antivirus Protection Service in accordance with Parts B and C of this Schedule and as set out in any applicable Order ("Service Management Boundary").
- 2.2 BT will have no responsibility for the Business Antivirus Protection Service outside the Service Management Boundary.
- 2.3 BT does not guarantee that the Business Antivirus Protection Service will detect or block all malicious threats.
- 2.4 BT does not make any representations, whether express or implied, about whether the Business Antivirus Protection Service will operate in combination with any Customer Equipment or other equipment and software.

3 Associated Services and Third Parties

- 3.1 You will provide and maintain an Internet connection at the Site(s) at all times for use with the Business Antivirus Protection Service, including providing and maintaining any Customer Equipment necessary for such connection.
- 3.2 You will pay all charges related to provision, maintenance and use of such Internet connections and report any incidents on the Internet connections directly to the supplier of the compatible Internet connections.



3.3 If BT provides you with any services other than the Business Antivirus Protection Service, this Schedule will not apply to those services and those services will be governed by their own separate terms.

4 Specific Terms

4.1 Changes to the Contract

- 4.1.1 BT may amend the Contract (including the Charges) at any time by either:
 - (a) 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
 - (b) by giving Notice to you.
- 4.1.2 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.
- 4.1.3 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:
 - (a) 90 days after the date of notification if BT has only published the amendment online in accordance with Paragraph 4.1.1(a); or
 - (b) 30 days after the date of the Notice if BT has given you Notice in accordance with Paragraph 4.1.1(b).

4.2 Minimum Period of Service

- 4.2.1 At the end of the Minimum Period of Service, unless one of us gives Notice to the other of an intention to terminate the Business Antivirus Protection Service in accordance with the Contract:
 - (a) BT will continue to provide the Business Antivirus Protection Service on a rolling monthly basis;
 - (b) the Charges applicable during the Minimum Period of Service will cease to apply and BT will invoice you the Charges set out in any applicable Order from expiry of the Minimum Period of Service; and
 - (c) both of us will continue to perform each of our obligations in accordance with the Contract.
- 4.2.2 If either of us gives Notice to the other of an intention to terminate the Business Antivirus Protection Service, BT will cease delivering the Business Antivirus Protection Service at the time of 23:59 on the last day of the Minimum Period of Service.
- 4.2.3 This Contract will end automatically if the EULA or any other third-party licence necessary for the operation of the Business Antivirus Protection Service expires or is terminated for any reason.

4.3 **Customer Committed Date**

- 4.3.1 If you request a change to the Business Antivirus Protection Service or any part of the Business Antivirus Protection Service, then BT may revise the Customer Committed Date to accommodate that change.
- 4.3.2 BT may expedite delivery of the Business Antivirus Protection Service for operational reasons or in response to a request from you, but this will not revise the Customer Committed Date.

4.4 **EULA**

4.4.1 BT will only provide the Business Antivirus Protection Service if you have entered into the end user licence agreement with the Supplier in the form set out at <a href="https://www.mcafee.com/en-us/consumer-us/consum



<u>support/policy/legal.html</u>, as may be amended or supplemented from time to time by the Supplier ("EULA").

- 4.4.2 You will observe and comply with the EULA for all use of the applicable Software.
- 4.4.3 In addition to what it says in Clause 15 of the General Terms, if you do not comply with the EULA, BT may restrict or suspend the Business Antivirus Protection Service upon reasonable Notice, and:
 - (a) you will continue to pay the Charges for the Business Antivirus Protection Service until the end of the Minimum period of Service; and
 - (b) BT may charge a re-installation fee to re-start the Business Antivirus Protection Service.
- 4.4.4 You will enter into the EULA for your own benefit and the rights, obligations, acknowledgements, undertakings, warranties and indemnities granted in accordance with the EULA are between you and the Supplier and you will deal with the Supplier with respect to any loss or damage suffered by either of you as such loss or damage will not be enforceable against BT.
- 4.4.5 Where the EULA is presented in a 'click to accept' function and you require BT to configure or install Software on your behalf, BT will do so as your agent and bind you to the EULA.

4.5 **Invoicing**

- 4.5.1 Unless set out otherwise in any applicable Order, BT will invoice you for the following Charges in the amounts set out in any applicable Order:
 - (a) Recurring Charges, except Usage Charges, monthly or quarterly in arrears (depending on your billing frequency) and for any period where the Business Antivirus Protection Service is provided for less than one month, the Recurring Charges will be calculated on a daily basis;
 - (b) any Termination Charges incurred in accordance with Paragraph 4.6 upon termination of the relevant Service.
- 4.5.2 BT may invoice you for any of the following Charges in addition to those set out in any applicable Order:
 - (a) Charges for investigating Incidents that you report to BT where BT finds no Incident or that the Incident is caused by something for which BT is not responsible under the Contract; and
 - (b) any other Charges as set out in any applicable Order or the BT Price List or as otherwise agreed between both of us.

4.6 **Termination Charges**

- 4.6.1 If you terminate the Contract for the Business Antivirus Protection Service for convenience in accordance with Clause 17 of the General Terms you will pay BT:
 - (a) all outstanding Charges or payments due and payable under the Contract;
 - (b) any other Charges as set out in any applicable Order; and
 - (c) any charges reasonably incurred by BT from a supplier as a result of the early termination.
- 4.6.2 In addition to the Charges set out at Paragraph 4.6.1 above, if you terminate during the Minimum Period of Service or any Renewal Period, you will pay BT Termination Charges, as compensation, equal to 100 per cent of the Recurring Charges for any remaining months of the first 12 months of the Minimum Period of Service.

4.7 Licence

4.7.1 BT gives you a non-exclusive, non-transferable and limited right to access, use and connect to the Business Antivirus Protection Service in connection with your internal business purposes only.



4.7.2	You will not resell or otherwise transfer the Business Antivirus Protection Service, any Software or other licences granted under this Contract.

Part B – Service Delivery and Management

5 BT's Obligations

5.1 Service Delivery

Before the Service Start Date and, where applicable, throughout the provision of the Business Antivirus Protection Service, BT will:

- 5.1.1 provide you with contact details for the Service Desk;
- 5.1.2 provide you with a confirmation email with instructions on how to access the Business Antivirus Protection Service.

5.2 **During Operation**

On and from the Service Start Date, BT will work with the Supplier as necessary to restore Business Antivirus Protection Service as soon as practicable during Business Hours if you report an Incident in the Business Antivirus Protection Service.

5.3 The End of the Service

On expiry or termination of the Business Antivirus Protection Service by either of us, BT will terminate your access to the Business Antivirus Protection Service and cease to provide all other elements of the Business Antivirus Protection Service.

6 Your Obligations

6.1 **During Operation**

On and from the Service Start Date, you will:

- ensure that Customer Equipment meets minimum specifications (including required operating system and supported browsers), communicated to you by BT or the Supplier;
- 6.1.2 ensure that Users report Incidents to the Customer Contact and not to the Service Desk;
- 6.1.3 ensure that the Customer Contact will take Incident reports from Users and pass these to the Service Desk using the reporting procedures agreed between both of us, and is available for all subsequent Incident management communications;
- 6.1.4 in jurisdictions where an employer is legally required to make a disclosure to its Users and other employees:
 - (a) inform your Users that as part of the Business Antivirus Protection Service being delivered by BT, BT may monitor and report to you the use of any targeted applications by them;
 - (b) ensure that your Users have consented or are deemed to have consented to such monitoring and reporting (if such consent is legally required); and
 - (c) agree that BT will not be liable for any failure by you to comply with this Paragraph 6.1.4, 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 6.1.4.
- 6.1.5 monitor and maintain any Customer Equipment connected to the Business Antivirus Protection Service or used in connection with a Business Antivirus Connection Service;
- ensure that any Customer Equipment that is connected to the Business Antivirus Protection Service or that you use, directly or indirectly, in relation to the Business Antivirus Protection Service is:

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- (a) connected using the applicable BT Network termination point, unless you have BT's permission to connect by another means;
- (b) technically compatible with the Business Antivirus Protection Service and will not harm or damage BT Equipment, the BT Network, or any of BT's suppliers or subcontractors network or equipment; and
- (c) 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;
- 6.1.7 immediately disconnect any Customer Equipment, or advise BT to do so at your expense, where Customer Equipment:
 - (a) does not meet any relevant instructions, standards or Applicable Law; or
 - (b) 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 Business Antivirus Protection Service;

- 6.1.8 distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the Business Antivirus Protection Service;
- 6.1.9 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;
- 6.1.10 ensure the security and proper use of all valid User access profiles, passwords and other systems administration information used in connection with the Business Antivirus Protection and:
 - (a) immediately terminate access for any person who is no longer a User;
 - (b) inform BT immediately if a User' s ID or password has, or is likely to, become known to an unauthorised person, or is being or may be used in an unauthorised way;
 - (c) take all reasonable steps to prevent unauthorised access to the Business Antivirus Protection Service;
 - (d) satisfy BT's security checks if a password is lost or forgotten; and
 - (e) change any or all passwords or other systems administration information used in connection with the Business Antivirus Protection Service if BT requests you to do so in order to ensure the security or integrity of the Business Antivirus Protection Service.
- 6.1.11 ensure that the maximum number of Users will not exceed the permitted number of User identities as set out in any applicable Order;
- 6.1.12 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 Business Antivirus Protection Service; and
- 6.1.13 inform BT within five Business Days if the number of Users increases by more than 5 per cent from the number of Users as set out in any applicable Order and, in these circumstances, or if BT can demonstrate by management reports that the number of Users exceeds that limit, BT may increase the Charges proportionately.

7 Notification of Incidents

Where you become aware of an Incident:

7.1 the Customer Contact will report it to the Service Desk;



- 7.2 BT will give you a Ticket;
- 7.3 BT will inform you when it believes the Incident is cleared and will close the Ticket when:
 - 7.3.1 you confirm that the Incident is cleared within 24 hours after having been informed; or
 - 7.3.2 BT has attempted unsuccessfully to contact you, in the way agreed between both of us in relation to the Incident, and you have not responded within 24 hours following BT's attempt to contact you.
- 7.4 If you confirm that the Incident is not cleared within 24 hours after having been informed, the Ticket will remain open, and BT will continue to work to resolve the Incident.
- 7.5 Where BT becomes aware of an Incident, Paragraphs 7.2, 7.3 and 7.4 will apply.



Part C – Service Levels

There are no Service Levels for this Business Antivirus Protection Service.

Part D – Defined Terms

8 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.

"BT Price List" means the document containing a list of BT's charges and terms that may be accessed at: www.bt.com/pricing (or any other online address that BT may advise you).

"Business Antivirus Protection Service" has the meaning given in Paragraph 1.

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

"Customer Equipment" means any equipment including any Purchased Equipment and any software, other than BT Equipment, used by you in connection with a Business Antivirus Protection Service.

"Enabling Service" has the meaning given in Paragraph 3.1.

"EULA" has the meaning given in Paragraph 4.4.1.

"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 Business Antivirus Protection Service or particular element of the Business Antivirus Protection Service.

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

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

"Licence" has the meaning given in Paragraph 4.4.

"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.

"Recurring Charges" means the Charges for the Business Antivirus Protection Service or applicable part of the Business Antivirus Protection 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 Business Antivirus Protection Service, the initial 12month period following the Minimum Period of Service, and each subsequent 12 month period.

"Service Desk" means the helpdesk that you are able to contact to submit service requests, report Incidents and ask questions about the Business Antivirus Protection Service.

"Service Management Boundary" has the meaning given in Paragraph 2.1.

"Site" means a location at which the Business Antivirus Protection Service is provided.

"Standard Service Components" has the meaning given in Paragraph 1.

"Supplier" means McAfee Security UK Ltd, with registered office at Jubilee House, Third Ave Globe Park Marlow SL7 1EY, United Kingdom.

"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 Business Antivirus Protection Service or applicable part of the Business Antivirus Protection 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 Business Antivirus Protection Service, or the number of minutes the Business Antivirus Protection Service was used for) with the relevant fee as set out in any applicable Order.