



Conditions for ICT Partner Solutions – Service Schedule for SecureData Service

1. Definitions & Interpretations

The following definitions shall apply to the provisions of the Service, in addition to those in the General Terms and Conditions.

“BT’s Supplier” means SecureData Europe Ltd, SecureData House, Hermitage Court, Hermitage Lane, Maidstone, Kent, ME16 9NT registered in England 04365896 who has agreed to supply the various services to BT.

“Change Control Notice” means the change control notice on BT’s Suppliers Service Portal.

“Change Control Procedure” means the change control procedure set out in this Service Schedule.

“Contact Telephone Number” means 01622 723410 or such number notified to the Customer by BT or BT’s Supplier.

“Fault(s)” means a failure of the Maintained System to operate in accordance with its documentation and specification.

“Fault Call” means a fault reported by the Customer via the Contract Telephone Number.

“Helpdesk” means the helpdesk provided by BT’s Supplier, which is accessed via the Contact Telephone Number or the Service Portal, to promptly deal with the Customer queries relating to Maintained Systems and identify Faults.

“Incident Alert” means the time BT’s Supplier becomes aware of a Fault in the Maintained System.

“Maintained Systems” means the software /hardware to be managed or supported as specified in the Order Form and Clauses 9.1 and 9.3 below.

“Maintenance Hours” means the hours during a Working Day according to the Service as specified in Clauses 7.2, 9.2 and 9.3 below.

“Service” means the support and managed services to be provided by BT in relation to the Maintained Systems as described in this Service Schedule.

“Service Levels” means the service levels as specified in this Service Schedule.

“Service Portal” means a secure web portal “AffinityPORTAL” that allows the Customer to log and update support calls, manage its devices, run vulnerability scans, obtain vulnerability alerts, system reports and statistical analysis.

“Supplier Propriety Software” means the computer programs or applications, including any modifications, amendments or updates thereto supplied to the Customer under or in connection with this Service Schedule in which the Intellectual Property Rights are owned by BT’s Supplier and which are used in, or are necessary to receive, use, operate or modify the Service, deliverables, the Maintained Systems or the documentation.

“Third Party Software” means any software owned by third parties.

“Working Day” means unless otherwise specified in this Service Schedule, any day of the week including Saturday, Sunday, and any statutory or common law bank or public holiday in England.

2. Provision of Service

The Service will be provided by BT to the Customer using BT’s Supplier. For the avoidance of doubt no contractual relationship is intended between the Customer and BT’s Supplier.

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3. BT's Responsibilities

3.1 During the Maintenance Hours, BT will:

- (a) accept Fault Calls via the Contact Telephone Number and the Service Portal;
- (b) respond to and investigate Fault Calls;
- (c) provide regular progress and resolution reports on Fault Calls;
- (d) provide a temporary fix or workaround prior to providing a permanent fix for all Faults;
- (e) provide the Customer with fully tested fixes for Faults, all necessary instructions and reasonable assistance to enable the Customer to implement the such fixes;
- (f) provide the Customer support call logging via the Service Portal;
- (g) provide remote upgrade assistance to assist the Customer in the process of upgrading the supported software remotely.

3.2 The Service provided under the Contract will be performed:

- (a) in a timely and professional manner in accordance with best industry practice using reasonable skill and care;
- (b) by appropriately skilled and qualified persons who have the necessary expertise to perform the obligations under the Contract; and
- (c) in accordance with the Service Levels.

4. Customer Responsibilities

4.1 If specified in this Service Schedule, the Customer will be responsible for obtaining and providing at its cost, any necessary materials and data to enable BT or BT's Supplier to provide the Maintained Systems.

4.2 The Customer will, at its cost, in accordance with any times and dates set out in this Service Schedule, or where no such dates are specified, at the times and dates reasonably necessary and agreed with the Customer to enable BT or BT's Supplier to perform its obligations under the Contract:

- (a) deliver the materials and data to BT at the Site;
- (b) provide BT with reasonable access to appropriate personnel, information and facilities of the Customer as reasonably requested by BT or BT's Supplier; and
- (c) inform BT in a timely manner and according to a pre-agreed change control procedure of any changes made to the infrastructure. In the event that changes are made outside of the change control procedure, the Customer will inform BT or BT Supplier of any changes in a timely manner.

4.3 The Customer will notify BT of any special health and safety hazards of which the Customer is or has become aware which may exist or arise at a Site and which may affect BT or BT's Supplier.

4.4 The Customer will comply with any Third Party Software license agreements and not instruct BT or BT's Supplier to do things in breach of the Third Party Software license agreements.

4.5 The Customer will ensure that the Maintained Systems are always in good working condition.

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- 4.6 The Customer will have contracts in place to ensure hardware swap out(s) are available without delay in the event that the Maintained Systems stop working because of hardware failure.
- 4.7 The Customer may request BT to suspend the Service to one or more Sites on 30 days written notice. Upon BT receiving a notice to suspend the Service BT or BT's Supplier will stop monitoring the Service at the end of the notice period. Such suspension of service will not entitle the Customer to a refund of the Service charges.

However:

- (a) in the event that the Customer wishes to re-deploy or have the Service re-commissioned at a subsequent replacement Site then BT will apply service credits which will be off set against the applicable Service charges on a pro rata basis for each whole month of unused Service for that subsequent replacement Site.
- (b) the Customer will be responsible for any de-commissioning, recovery & safe storage of any Customer Equipment from the Site. If BT or BT's Supplier is requested to do this work it will be at the Customer's expense.
- (c) if BT is requested to re-commission a suspended Service to a Site or provide Service to an alternative Site, the Customer will provide 30 days written notice and BT will advise any charges on a case by case basis for any re-commissioning/ re-deployment.

5. Change Control

- 5.1 The Customer may request or BT may propose technical changes to the scope of the Service in accordance with the Change Control Procedure.
- 5.2 Only Change Control Notices authorised in writing by both parties authorised representatives will have any effect.
- 5.3 BT will aim to complete all change requests within 4 hours from logging the request. However, this time frame may vary depending on the complexity of the change and any changes which, due to Service downtime, may need to be done out of office hours.
- 5.4 For the avoidance of doubt, any items within a Change Control Notice will only vary the relevant technical parts of the Service and will not vary the General Terms and Conditions. The General Terms and Conditions may only be varied in accordance with Clause 24 (Changes to this Contract).

6. Licences

- 6.1 In the event that BT supplies Supplier Proprietary Software, Third Party Software and/or third party materials as part of the deliverables or when providing the Service, the Customer acknowledges that the Intellectual Property Rights in the Supplier Proprietary Software, Third Party Software and/or third party materials shall remain vested in BT or BT's Supplier or the relevant third party licensor, as applicable.

7. Service Levels

- 7.1 Call Priority Definition

All Faults will be assigned a priority by the Customer in accordance with the guidelines set out below for both the Affinity Monitor & Affinity Manage service options:

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- BT's Supplier owned system gives higher degree of flexibility and customisation.

- 8.3 The monitoring service known as “AffinitySecure” offers a number of checks for devices. Further details of these checks are contained within the welcome pack provided to the Customer. BT may be able to design or add additional checks to the system upon request from the Customer.
- 8.4 When an Incident Alert is triggered the Helpdesk is automatically notified by e-mail. The Helpdesk will log the Incident Alert, the Customer is notified that this call has been logged via email.
- 8.5 The Helpdesk operator will investigate the Incident Alert to ensure it is valid and make an initial diagnosis. BT will notify the Customer to inform them of the reason for the Incident Alert and the required steps to resolve.
- 8.6 In addition the Customer is provided with access to a secure web portal “AffinityPORTAL”. Access to “AffinityPORTAL” is controlled by username & password. The Customer will be responsible for its nominated User(s) that have access to the portal, and the nominated User(s) are required to authenticate before gaining access to the portal.

9. Devices & Support

9.1 Devices

BT will provide the support as stated in Clauses 9.2 & 9.3 below on the devices as indicated on the Order Form.

9.2 Affinity Monitor service options

AffinityMonitor	Support Level	
	7x7	24x7
Unlimited telephone/email support 07:00am to 07:00pm GMT (Monday – Sunday)	✓	
Extended Unlimited telephone/email support 24 x 7		✓
Use of MIS Service Portal The Portal can be used to log support calls	✓	✓
Incident Response Time for high level priority	3 hrs	1 hr
Systems up/Down monitoring. Notification of system down via telephone call between 7am – 7pm	✓	✓
Notification of anomalous behaviour Notification via telephone call	✓	✓
Remote Diagnostics via Webmeeting	✓	✓
Health Monitoring Using the AffinityMonitor Architecture	✓	✓
Helpdesk Welcome Pack An information pack outlining contact information & other helpful documentation	✓	✓
Renewal Management Service Budget planning for all the Customer's licence renewals. The Service allows the Customer to manage the co-termination of its and unify its	✓	✓

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product expiry dates into one management system		
Remote Access problem resolution The Service has the ability to remotely log on to the Customer's systems to research and resolve issues in conjunction with the Customer's IT staff	✓	✓

9.3 Affinity Manage service options

AffinityMANAGE	Support Level	
	7x7	24x7
Systems up/Down monitoring. 24x7 Monitoring of Security Device and up to 10 Internet Facing Services	✓	✓
Unlimited telephone/email support & Unlimited Policy Changes 07:00am to 07:00pm GMT (Monday – Sunday)	✓	
Extended Unlimited telephone/email support & Unlimited Policy Changes 24 x 7		✓
Notification of anomalous behaviour Notification via telephone call	✓	✓
Use of MIS Service Portal The Portal can be used to log change requests and support calls or to view reports.	✓	✓
Maximum Incident Response Time for high level priority	3 hrs	1 hr
Unlimited VPN Remote users and Site-to-site VPN Tunnels	✓	✓
Weekly Policy & Hardware Backups to Secure Operations Centres	✓	✓
Installation of all critical Service packs to address new vulnerabilities	✓	✓
Service Pack / Feature Release Installation	✓	✓
Changes to the policy or access permissions	✓	✓
Changes to the IP range on any of the 3 interfaces (External, Internal and DMZ), including a change of ISP and internal network re-designs	Chargeable	Chargeable
Health Monitoring Using the AffinityManage Architecture	✓	✓
Security Device Policy Review Per annum for 7x7 clients & quarterly for 24x7 clients	✓	✓
Helpdesk Welcome Pack An information pack outlining contact information & other helpful documentation.	✓	✓
Renewal Management Service Budget planning for all your licence renewals. The Service can manage the co-termination of Customer contracts and unify the Customer's product expiry dates into one management system	✓	✓
Remote Access problem resolution The Service has the ability to remotely log on to the Customer's systems to research and resolve issues in conjunction with Customer's IT staff	✓	✓
Secure FTP access for Software Download Convenient access to a secure site	✓	✓
Product-Update Webinars (by invitation only) Presentations featuring product demonstrations	✓	✓
Next Business Day Hardware Replacement Service* *Subject to time and geographic location	✓	✓

10. Charges

10.1 Charges are set out in the Order Form.

10.2 BT will invoice the Customer annually in advance for the Service and in accordance with Clause 8 of the General Terms and Conditions.

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11. Minimum Period of Service

- 11.1 The Minimum Period of Service will be either 12, 24 or 36 months as set out in the Order Form.
- 11.2 The Customer may terminate this Service Schedule with effect from the anniversary date by giving notice to BT in accordance with Clause 17.1 of the General Terms and Conditions to expire before the anniversary date. If the Customer does not serve such a notice to terminate, this Service Schedule will automatically renew for a further 12 months.

12. Termination Charges

12 In the event that Clause 19.4 of the General Terms and Conditions applies then the applicable termination charges, by way of compensation, will be:

- (a) For termination during the first year of the Minimum Period of Service:-

The complete annual service charge for the remainder of the first year, and twenty percent (20%) of the annual service charge of the Minimum Period specified in the Order Form for the remainder of the Minimum Period of Service; and

- (b) For termination after completion of the first year of the Minimum Period of Service:-

The complete annual service charge for the remainder of that year.