



OT Evaluate Trial Service Terms

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The Basics

These are the Trial Service Terms that apply to the Trial Service. The Standard Trial General Terms that also apply to all Trial Services can be found at:

https://business.bt.com/content/dam/bt-business/pdfs/terms/trials/TrialTermsandConditions_GeneralTerms.pdf

1 What words mean

Some of the words and phrases in this document mean specific things. Words that are capitalised and have not otherwise been defined in these Trial Service Terms have the meanings given to them at:

https://business.bt.com/content/dam/bt-business/pdfs/terms/trials/TrialTermsandConditions_Definitions.pdf

2 The Contract and Trial Period

- 2.1 This Contract starts on the date you agree these Trial Service Terms and will carry on until one of us ends it (in a way that the Contract allows), it expires, or BT is no longer providing you with the Trial Service, whichever is earlier.
- 2.2 BT will provide you with the Trial Service from the Contracted Start Date for a period comprising approximately a two (2) week preparation phase, followed by an eight (8)-week period of deployment and delivery (the "**Trial Period**"), as further detailed in the Service Description.
- 2.3 Either of us may, at any time before the end of the Trial Period, request an extension to the Trial Period.
- 2.4 Any extension to the Trial Period will be agreed in writing between the both of us and will be governed by the terms of this Contract.
- 2.5 BT does not make any representations, whether express or implied, that it will make the Trial Service commercially available at the end of the Trial Period.
- 2.6 The Trial Service is made available solely on a limited trial basis. At the end of the Trial Period, you may discuss with BT the available options for purchasing a similar service under a separate contract.

The Trial Service

3 BT's Right to Change

- 3.1 The Trial Service, including this Contract, may be changed by BT at any time on reasonable Notice.
- 3.2 If you do not accept the proposed changes, you may terminate the Trial Service in accordance with the Notice provisions set out at Paragraph 9.1 or as otherwise agreed with BT.

4 Trial Service Summary

BT will provide you with a trial service consisting of:

- 4.1 a combination of BT Equipment that enables you to visualise your Industrial Control System ("**ICS**") environment through a web-based platform. BT will provide you with a detailed technical analysis of your ICS network traffic flows, operational technology asset intelligence and recommendations on vulnerabilities and alerts. Additionally, where selected by you, BT will provide i) installation and de-installation of BT Equipment and/or ii) asset tagging, each as optional chargeable add-ons as detailed in your Order ("**Trial Service**").
- 4.2 BT will provide you with a non-exclusive, non-transferable, non-assignable, limited right to access and use the Trial Service on a limited trial basis.
- 4.3 BT will have no responsibility for (i) the Trial Service outside of its obligations set out in these Trial Service Terms or (ii) the compliance of any other element or service outside of the Trial Service.

5 Associated Services

- 5.1 You will have the following services in place that are necessary for the Trial Service to function and will ensure that these services meet the minimum technical requirements that BT specifies;
 - 5.1.1 remote access connectivity that enables BT to remotely access the in-scope Appliances, (an "**Enabling Service**").
- 5.2 If BT provides you with any services other than the Trial Service (including, but not limited to any Enabling Service) these Trial Service Terms will not apply to those services and those services will be governed by their separate terms.

6 Equipment

6.1 Customer Equipment

You will have the following Customer Equipment:

- 6.1.1 a network rack within proximity of the ICS network to be monitored (for the purposes of this Paragraph 6.1.1, "proximity" means that the network rack is situated in the same control room as the Customer ICS Network Switch, or otherwise within approximately thirty (30) metres of it);
- 6.1.2 compatible network cabling for the in-scope Appliances; and
- 6.1.3 compatible power for the in-scope Appliances.

6.2 BT Equipment

BT will provide you with the following BT Equipment, in accordance with the applicable Order:

- 6.2.1 two (2) passive Sensors;
- 6.2.2 one (1) PC (configured as Command Center);
- 6.2.3 one (1) BT Network Switch; and
- 6.2.4 one (1) protective case.



7 Feedback and Results

- 7.1 BT may act upon and use any Feedback and results from the Trial Service and to that extent the Feedback and results will not be considered as Confidential Information, even if you mark it as "**Confidential Information**".
- 7.2 BT or its licensors will own and retain all Intellectual Property Rights created in any Feedback (including development, improvements and variations to any Feedback).

8 When BT is not to blame

Subject to the occurrence of a Force Majeure Event, in which case Clause 20 of the Standard Trial General Terms applies, BT will not be liable if it fails to do or not do something that BT is supposed to under this Contract (including not carrying out any of BT's responsibilities or carrying them out late), to the extent BT's failure is due to:

- 8.1 your failure to carry out any of your responsibilities under this Contract, or you carrying them out late, in which case you will pay BT for any reasonable costs BT incurs as a result of your failure;
- 8.2 anyone other than BT, BT's Affiliates, subcontractors or suppliers doing something, or not doing something they need to do unless that BT Affiliate, subcontractor or supplier has invoked their force majeure rights under their contract with BT; or
- 8.3 restriction or prevention by Applicable Law, or any order by a court of law.

9 Specific Terms

9.1 If either of us want to terminate the Contract

Either of us can terminate the Contract by giving the other 30 days' Notice and we will each have to pay the other the amounts in Clause 18 of the Standard Trial General Terms.

9.2 Terminating the Contract when something has gone wrong

9.2.1 Either of us can terminate the Contract straightaway by giving the other Notice to terminate if:

- (a) the other materially breaches the Contract and, where it is possible, they do not put the situation right within 30 days after Notice of their breach;
- (b) the other materially breaches the Contract and the situation cannot be put right; or
- (c) an Insolvency Event applies to the other,

and we will each have to pay the other the amounts referred to in Clause 18.1 of the Standard Trial General Terms.

9.3 End User Licence Agreement

9.3.1 BT will only provide the Trial Service if you have entered into the evaluation license agreement with Forescout Technologies, Inc., having its principal offices at 300 Santana Row, Suite 400, San Jose, CA 95128 (the "**Supplier**") in the form set out at: <https://www.forescout.com/resources/evaluation-license-agreement/>, as may be amended or supplemented from time to time by the Supplier ("**EULA**").

9.3.2 If you or your Users do not comply with the EULA, you will indemnify BT for any Claims, losses, costs or liabilities BT incurs as a result.

9.4 Data Protection

9.4.1 You acknowledge and agree that the Supplier shall process your Personal Data in accordance with its data processing addendum, as incorporated into the Supplier's EULA.

9.4.2 BT shall also process your Personal Data in accordance with the data protection obligations as set out at <https://www.bt.com/products/static/terms/pdf/gdpr-clause.pdf> (the "**GDPR Clause**").

9.4.3 In particular, for the purposes of BT providing you with a detailed technical analysis of your network traffic flows, operational technology asset intelligence and recommendations on vulnerabilities and alerts, BT shall process your Personal Data as a data processor in accordance with Clause 2.5 of the GDPR Clause.

9.4.4 Clause 2.5.1 of the GDPR Clause shall be deleted and replaced with the following: "2.5.1 the subject-matter, duration, nature and purpose of the Processing, the type of Customer Personal Data and categories of Data Subjects will be set out in the Data Processing Annex to these Trial Service Terms."

9.5 IP Addresses

9.5.1 Except for IP Addresses expressly registered in your name, all IP Addresses made available with the Trial Service will always remain BT's property or the property of BT's suppliers and are non-transferable.

9.5.2 All of your rights to use IP Addresses will cease on termination or expiration of the Trial Service.

9.6 Invoicing

9.6.1 BT will invoice you for the Charges for the Trial Service in the amounts set out in the applicable Order.

9.6.2 Charges are payable to BT in full and in advance, prior to commencement of the Trial Service.

9.6.3 In addition to Charges set out in the applicable Order, BT may invoice you for Charges as a result of a Site survey.

9.6.4 **Termination Charges.** In the event that you terminate all or part of the Trial Service after the Contracted Start Date and prior to expiry of the Trial Period, the Termination Charges payable by you to BT will be calculated based on a percentage of the applicable One Off Charge, as follows:

- (a) if terminated up to one (1) week after the Contracted Start Date: 20% of the Charge;
- (b) if terminated up to two (2) weeks after the Contracted Start Date: 40% of the Charge; or
- (c) if terminated three (3) or more weeks after the Contracted Start Date: 75% of the Charge.



9.7 PCI DSS Compliance Obligations

- 9.7.1 The Trial Service is not compliant with PCI DSS and you will not use the Trial Service for the processing, storage or transmission of any Cardholder Data or any data that is subject to PCI DSS.
- 9.7.2 You will indemnify BT for any Claims, losses, costs or liabilities that it incurs as a result of you storing, processing or transmitting data that is subject to PCI DSS.

Service Delivery and Management

10 BT's Obligations

Where applicable before the Trial Period and during the Trial Period, BT:

- 10.1 may carry out Maintenance from time to time and will use reasonable endeavours to inform you at least five Business Days before any Planned Maintenance on the BT Equipment, however, BT may inform you with less notice than normal where Maintenance is required in an emergency;
- 10.2 will comply with all reasonable health and safety rules and regulations and reasonable security requirements that apply at the Site(s) and have been 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 BT's obligations under this Contract;
- 10.3 may, in the event of a security breach affecting the Trial Service, require you to change any or all of your passwords;
- 10.4 on expiry or termination of the Trial Service by either of us, may disconnect and remove any BT Equipment located at the Site(s);
- 10.5 provide up to a maximum of five (5) Users with read-only access to the Command Center;
- 10.6 provide a username and password for each authorised User to access the Command Center;
- 10.7 provide you with a Trial Service Capture Form for capturing the details described at Paragraph 11.13;
- 10.8 configure the Sensors for the Trial Service and monitor the Sensors for critical alerts on a daily basis; and
- 10.9 at the end of the Trial Period, provide you with:
 - (a) a report which may include a point-in-time snapshot of the assets, zones, vulnerabilities and communication flows of the chosen ICS network, as well as actionable recommendations based on BT's findings; and
 - (b) an executive presentation, presented to you by BT.

11 Your Obligations

Where applicable before the Trial Period and during the Trial Period you will:

- 11.1 without undue delay, provide BT and the necessary installation partners, with access to all information and data reasonably required and complete any preparation activities that BT may request to enable you to receive the Trial Service;
- 11.2 comply with any reasonable requests BT makes and comply with BT Policies and Applicable Law, and make sure that your Users do as well;

- 11.3 provide BT with any information that BT may reasonably require to evaluate the Trial Service including:
 - 11.3.1 completing any questionnaires or other documents BT may send to you concerning the Trial Service;
 - 11.3.2 participating in interviews and discussion groups; and
 - 11.3.3 providing Feedback to BT;
- 11.4 provide BT with access to any Site(s) during Business Hours, or as otherwise agreed, to enable BT to set up, deliver and manage the Trial Service and provide BT with Notice of any health and safety rules and regulations and security requirements that apply at the Site(s);
- 11.5 for Sites not under BT's control, get all the consents, licences, permissions and authorisations we both need so BT can provide the Trial Service at the Sites and keep them up to date, including for:
 - 11.5.1 making alterations to buildings;
 - 11.5.2 getting into property;
 - 11.5.3 dealing with local authorities, landlords or owners;
 - 11.5.4 installing, if applicable, BT Equipment or Purchased Equipment; and
 - 11.5.5 using the Trial Service over your ICS network or at a Site;
- 11.6 in jurisdictions where an employer is legally required to make such disclosure to its Users and other employees:
 - 11.6.1 inform your Users and other employees that as part of the Trial Service being delivered by BT, BT may monitor and report to you the use of any targeted applications by them;
 - 11.6.2 ensure that your Users and other employees have consented or will be deemed to have consented to such monitoring and reporting (if such consent is legally required); and
 - 11.6.3 agree that BT will not be liable for any failure by you to comply with this Paragraph 11.6
- 11.7 ensure that the LAN protocols and applications you use will be compatible with the Trial Service;
- 11.8 prepare and maintain the Site(s) for the installation of BT Equipment and supply of the Trial Service, including:
 - 11.8.1 provide a suitable and safe operational environment for any BT Equipment including all necessary trunking, conduits, cable trays, and telecommunications connection points in accordance with BT's reasonable instructions and applicable installation standards;
 - 11.8.2 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 to appropriate telecommunications facilities in time to allow BT to undertake any necessary installation or maintenance services;
 - 11.8.3 carry out any work that may be required after installation to make good any cosmetic damage caused during the installation or maintenance Services;
 - 11.8.4 provide a secure, continuous power supply at the Site(s) for the operation and



- maintenance of the Trial Service, BT Equipment at such points and with such connections as BT specifies, and, in order to mitigate any Trial Service interruption resulting from failure in the principal power supply, will provide back-up power with sufficient capacity to conform to the standby requirements of the applicable standards; and
- 11.8.5 provide internal cabling between the BT Equipment and any Customer Equipment, as appropriate;
- 11.9 ensure that Users report Incidents to the Customer Contact;
- 11.10 distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the Trial Service;
- 11.11 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 and ensure that the maximum number of Users will not exceed the permitted number of User identities as set out in these Trial Service Terms.
- 11.12 ensure the security and proper use of all valid User access profiles, passwords and other systems administration information used in connection with the Trial Service and:
- 11.12.1 immediately terminate access for any person who is no longer a User;
- 11.12.2 inform BT immediately if a User's identification or password has, or is likely to, become known to an unauthorised person, or is being or may be used in an unauthorised way;
- 11.12.3 take all reasonable steps to prevent unauthorised access to the Trial Service;
- 11.12.4 satisfy BT's security checks if a password is lost or forgotten; and
- 11.12.5 change any or all passwords or other systems administration information used in connection with the Trial Service if BT requests you to do so.
- 11.13 prior to the Trial Period, complete the Trial Service Capture Form which includes:
- (i) providing BT with the name and contact details of the individual(s) who would assist and input with the ICS network design;
- (ii) providing the Site location(s);
- (iii) providing approximate numbers of manufacturing zones and cell areas within the Site(s);
- (iv) advising BT of any compliance or regulatory framework/data sovereignty requirements;
- (v) outlining any proprietary protocols that need to be supported;
- (vi) providing the expected number of assets per Site; and
- (vii) confirming if the industrial control system/network is air-gapped.
- 11.14 notify BT of any environmental considerations BT should be aware of prior to the Trial Period (such as heat, power availability, altitude, humidity and lighting);
- 11.15 provide a Network diagram showing the ICS network environment you wish to be monitored during the Trial Service;
- 11.16 provide racking, power and cabling for the in-scope Appliances;
- 11.17 provide a temporary remote access connection that enables BT to remotely access the in-scope Appliances, and confirm the remote network access mechanism (e.g. Citrix) which will be provided by you to enable BT to complete device configuration remotely, including the following details:
- (a) a description of the remote access solution and share your security policy;
- (b) remote access software agent details, if required; and
- (c) remote access credentials.
- 11.18 nominate a Customer Contact with whom BT can liaise with for the duration of the Trial Service.
- 11.19 ensure that the Customer ICS Network Switch remains available to support the Trial Service; you acknowledge that the Customer ICS Network Switch is outside BT's control, and you are responsible for ensuring that it provides the required traffic feeds in accordance with the agreed monitoring architecture.
- 11.20 **The End of the Trial Service**
- On expiry or termination of the Trial Service by either of us, you will:
- 11.20.1 provide BT with all reasonable assistance necessary to enable BT to remove all BT Equipment from the Site(s); this includes placing BT Equipment and associated BT cabling safely into the original BT-supplied protective case and leaving it in a suitably accessible location on the Site for collection by BT's courier;
- 11.20.2 disconnect any Customer Equipment from BT Equipment located at the Site(s);
- 11.20.3 not dispose of or use BT Equipment other than in accordance with BT's written instructions or authorisation;
- 11.20.4 be liable for any reasonable costs of recovery that BT incurs in recovering the BT Equipment.

12 Notification of Incidents

Where you become aware of an Incident:

- 12.1 the Customer Contact will report it to the BT Contact; and
- 12.2 BT will use reasonable endeavours to resolve the Incident.



Defined Terms

“Appliances” means the BT Network Switch, Command Center and Sensors.

“BT Contact” means the nominated BT point of contact for the Trial Service, as communicated to you by BT.

“BT Network Switch” means the network switching device used to aggregate and receive ICS network traffic, including providing designated management and mirror/span ports to enable secure connectivity to the Sensors and your ICS management network.

“Command Center” means the physical PC with the Supplier's Operating System (OS) on the device, which is accessible via a graphical user interface that collates and presents the data from the Sensors.

“Compliance Obligations” means those provisions, obligations and rights set out at <https://www.bt.com/products/static/terms/business-homepage.html> (or any other online address that BT may advise you).

“Contracted Start Date” means the date BT accepts your Order, or such later date as may be agreed in writing between the parties.

“Customer ICS Network Switch” means the network switching device within your ICS environment that aggregates Operational Technology (OT) network traffic and provides designated mirror/span ports for passive traffic delivery to authorised Sensors.

“ICS” has the meaning given in Paragraph 4.1 of these Trial Service Terms.

“Order” means any order form or part of an order form for the Trial Service which you commit to take and BT commits to supply upon acceptance of this Contract.

“Sensors” means physical devices that connect to the monitored Customer ICS Network Switch collecting data from the assets, such as threat information, alerts and other asset information, and shall be deemed ‘BT Equipment’ for the purposes of this Contract.

“Service Description” means the separate document provided by BT that provides a technical and operational overview of the Trial Service. The Service Description is provided for information purposes only and is not a legally binding document.

“Trial Service Capture Form” means the form to be completed by you prior to the Trial Period, in accordance with Paragraph 11.13.



Data Processing Annex

1 Subject Matter Of The Processing Of Personal Data

This Data Processing Annex sets out the details regarding how Customer Personal Data is Processed when providing the OT Evaluate Trial Service.

2 Duration Of The Processing Of Personal Data

BT or its Sub-Processor will Process the Customer Personal Data for the OT Evaluate Trial Service as set out in this Annex for as long as BT provides the OT Evaluate Trial Service and for as long as BT may be required to Process the Customer Personal Data in accordance with Applicable Law.

3 The Nature And Purpose Of The Processing Of Personal Data

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

3.1.1 Processing pseudonymised Customer Personal Data to provide you with a detailed technical analysis of your network traffic flows, operational technology asset intelligence and recommendations on vulnerabilities and alerts.

4 Types Of Personal Data and Categories of Data Subjects

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

4.1.1 IP address;

4.1.2 MAC address;

4.1.3 Device information;

4.1.4 Traffic data (including types of traffic);

4.1.5 Online activity logs;

4.1.6 Router logs

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

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

4.2.1 your employees, directors and contractors; and

4.2.2 users or other data subjects that are users of your network, systems or devices.

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