



BT Device Protection by Symantec 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 Device Protection by Symantec Service

1 Service Summary

BT will obtain for you from Symantec access to the Symantec Security Software and will provide you with support in relation to the Symantec Security Software as set out in the Standard Service Components in Paragraph 2 up to the point of the Service Management Boundary as set out in Paragraph 3 ("**BT Device Protection by Symantec Service**").

2 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:

2.1 Ordering and Invoicing: BT will:

2.1.1 provide you with the capability to:

- (a) place orders for the Symantec Security Software via the Marketplace and BT sales agents;
- (b) make changes to your subscription for the Symantec Security Software via the Marketplace; and
- (c) access the Console from the Marketplace through single-sign-on technology to:
 - (i) download the Symantec Security Software on your Devices; and
 - (ii) manage User licences; and

2.1.2 invoice you for accessing and using the Symantec Security Software.

2.2 Customer Support: BT will provide you with telephone support during Support Hours for any Incidents in relation to the Symantec Security Software:

2.2.1 **Level 1 Support:** first line of support, including initial communication and response to the User;

2.2.2 **Level 2 Support,** advanced support, including basic installation support and support for post-installation reconfiguration; and

2.2.3 **Level 3 Support:** BT will provide escalations to Symantec on your behalf for any advanced technical support in relation to Symantec Security Software defects and code-level problems.

3 Service Management Boundary

3.1 BT will provide the BT Device Protection by Symantec Service in accordance with Parts B and C of this Schedule and as set out in any applicable Order ("**Service Management Boundary**").

3.2 BT will have no responsibility for:

- (a) the BT Device Protection by Symantec Service outside the Service Management Boundary; or
- (b) the Symantec Security Software other than as set out in Paragraph 2.2.

3.3 The Customer Support Standard Service Component set out in Paragraph 2.2 does not cover any fault arising from or in connection with your existing software programmes.

3.4 BT does not make any representations, whether express or implied, about whether the BT Device Protection by Symantec Service will operate in combination with any Customer Equipment, any Devices or other equipment and software.

3.5 The BT Device Protection by Symantec Service is provided solely for your own use and you will not resell the service (or any part or facility of it) to any third party.

4 Associated Services

4.1 You will have the following services in place that will connect to the BT Device Protection by Symantec Service and are necessary for the BT Device Protection by Symantec Service to function and will ensure that these services meet the minimum technical requirements that BT specifies:

4.1.1 an Internet connection; and

- 4.1.2 access to the Marketplace, (each an “Enabling Service”).
- 4.2 If BT provides you with any services other than the BT Device Protection by Symantec 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.
- 4.3 You will provide and maintain any Customer Equipment necessary for the Enabling Services. You will pay all charges related to the provision, maintenance and use of such Enabling Services and report any incidents on these Enabling Services directly to the suppliers for each Enabling Service.
- 4.4 In order to receive the BT Device Protection by Symantec Service, you will ensure that your system meets the minimum requirements set out at https://help.symantec.com/cs/SEPC/SEPC/v106548504_v101064224/Supported-devices?locale=EN_US (or any other url that BT advises you) or as available from BT on request.

5 Specific Terms

5.1 Changes to the Contract

- 5.1.1 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.
- 5.1.2 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.
- 5.1.3 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 BT Device Protection by Symantec 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 5.1.1(a); or
 - (b) 30 days after the date of the Notice if BT has given you Notice in accordance with Paragraph 5.1.1(b).

5.2 Minimum Period of Service

- 5.2.1 At the end of the Minimum Period of Service, unless one of us gives Notice to the other of an intention to terminate the BT Device Protection by Symantec Service in accordance with the Contract, BT will continue to provide the BT Device Protection by Symantec Service on a rolling monthly basis and both of us will continue to perform each of our obligations in accordance with the Contract.
- 5.2.2 If either of us gives Notice to the other of an intention to terminate the BT Device Protection by Symantec Service, BT will cease delivering the BT Device Protection by Symantec Service at the time of 23:59 on the last day of the Minimum Period of Service.
- 5.2.3 This Contract will end automatically if the EULA or any other third party licence necessary for the operation of this BT Device Protection by Symantec Service expires or is terminated for any reason.

5.3 EULA

- 5.3.1 BT will only provide the BT Device Protection by Symantec Service if you have entered into an end user licence agreement with Symantec in the form set out at https://sepc.securitycloud.symantec.com/resources/content/theme/BT/service-descriptions/SEPC-SEM-BT-Service-Description-EULA_en.pdf, as may be amended or supplemented from time to time by Symantec (“EULA”).
- 5.3.2 By placing an Order for the Symantec Security Software you agree:
- (a) to the terms of the EULA;
 - (b) that BT will facilitate Orders for the Symantec Security Software;
 - (c) that BT will invoice you for the Symantec Security Software in accordance with Paragraph 5.5.1; and
 - (d) you will pay BT’s invoices for the Symantec Security Software in accordance with Paragraph 5.5.1.
- 5.3.3 You are responsible in accordance with the terms of the EULA for the use of the Symantec Security Software.
- 5.3.4 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 Symantec.

5.3.5 You will deal with Symantec with respect to any loss or damage suffered by you or Symantec under the EULA and any loss or damage will not be enforceable against BT.

5.4 Data Protection

5.4.1 BT will only Process your or the Users' business contact details.

5.4.2 Any other Processing of Personal Data by or in connection with the use of the BT Device Protection by Symantec Service by you or Users will be subject to the EULA, your privacy policy or Symantec's privacy policy (as applicable).

5.4.3 BT will not be liable for your or Symantec's Processing of Personal Data, including any claim from you or any of your Users arising out of or in connection with a failure by you or Symantec to comply with the EULA, your or Symantec's privacy policies or the Data Protection Legislation. You or any User will make any such claims directly against Symantec.

5.5 Invoicing

5.5.1 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, monthly in arrears and for any period where the BT Device Protection by Symantec Service is provided for less than one month, the Recurring Charges will be calculated on a daily basis; and
- (b) any Termination Charges incurred in accordance with Paragraph 5.6 upon termination of the relevant BT Device Protection by Symantec Service.

5.5.2 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.

5.5.3 If you place an Order with BT to purchase licences of the BT Device Protection by Symantec Service at a promotional price, you will not be eligible for any promotional price offers if you wish to purchase additional licences of the BT Device Protection by Symantec Service.

5.5.4 Where BT has agreed that the BT Device Protection by Symantec Service may be included within one of BT's standard pricing packages or schemes, during the period that the BT Device Protection by Symantec Service is included in the pricing package or scheme, the Charges specified in the Schedule may be amended by the terms of the pricing package or scheme and upon termination of the pricing package or scheme, the Charges will revert to those specified in the Schedule.

5.6 Termination Charges at the end of the Contract

5.6.1 If you terminate during the Minimum Period of Service, you will pay BT Termination Charges, as compensation, equal to 100 per cent of the Recurring Charges for any remaining months of the Minimum Period of Service.

5.6.2 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.

5.7 Indemnity

Except as may be otherwise specifically provided in the Contract, BT's and Symantec's obligations and responsibilities are solely to you and not to any third party, including any Users. You will keep harmless and will indemnify BT and Symantec, against any Claims, liabilities or costs arising from any and all claims by any third party.

5.8 Activation and set-up

5.8.1 The BT Device Protection by Symantec Service will automatically activate when the BT Device Protection by Symantec Service becomes available to you via the Marketplace.

5.8.2 Activation or set-up of the BT Device Protection by Symantec Service may result in information about connected Devices being sent to BT or its licensors.

5.8.3 If a Device is connected to the Internet, activation of the BT Device Protection by Symantec Service on that Device may be automatic.

Part B – Service Delivery and Management

6 BT's Obligations

6.1 Service Delivery

Before the Service Start Date and, where applicable, throughout the provision of the BT Device Protection by Symantec Service, BT will:

- 6.1.1 manage your Orders; and
- 6.1.2 provide you with a confirmation email with instructions on how to access the Marketplace and the BT Device Protection by Symantec Service.

6.2 During Operation

On and from the Service Start Date, BT will:

- 6.2.1 invoice you for the Charges in accordance with Paragraph 5.5.1;
- 6.2.2 respond and use reasonable endeavours to remedy an Incident without undue delay; and
- 6.2.3 provide you with contact details for the Service Desk.

7 Your Obligations

7.1 Service Delivery

Before the Service Start Date and, where applicable, throughout the provision of the BT Device Protection by Symantec Service, you will:

- 7.1.1 provide BT with the names and contact details of the Customer Contact, but BT may also accept instructions from a person who BT reasonably believes is acting with your authority;
- 7.1.2 provide BT with any information reasonably required without undue delay; and
- 7.1.3 complete any preparation activities that BT may request to enable you to receive the BT Device Protection by Symantec Service promptly and in accordance with any reasonable timescales.

7.2 During Operation

On and from the Service Start Date, you will:

- 7.2.1 allow BT to carry out remote diagnostic tests, where appropriate;
- 7.2.2 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;
- 7.2.3 ensure the security and proper use of all valid User access profiles, passwords and other systems administration information used in connection with the BT Device Protection by Symantec Service and:
 - (a) take all reasonable steps to prevent unauthorised access to the BT Device Protection by Symantec Service; and
 - (b) change any or all passwords or other systems administration information used in connection with the BT Device Protection by Symantec Service if BT requests you to do so in order to ensure the security or integrity of the BT Device Protection by Symantec Service.
- 7.2.4 ensure that the maximum number of Users will not exceed the permitted number of User identities as set out in any applicable Order;
- 7.2.5 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 BT Device Protection by Symantec Service; and
- 7.2.6 reactivate or set-up the BT Device Protection by Symantec Service where required if you make changes to your Customer Equipment.

7.3 The End of the Service

On expiry or termination of the BT Device Protection by Symantec Service by either of us, you will:

- 7.3.1 uninstall or delete the Symantec Security Software and manuals together with all copies in any form, including copies on any hard and back up disks; and
- 7.3.2 discontinue any use of the Symantec Security Software or documentation supplied as part of this Contract.

8 Notification of Incidents

Where you become aware of an Incident:

- 8.1 the Customer Contact will report it to the Service Desk;
- 8.2 BT will give you a Ticket;
- 8.3 BT will aim to respond to a fault report received during Business Hours by the end of the next Business Day. Faults received after Business Hours will be treated as being received on the next Business Day;
- 8.4 BT will inform you when it believes the Incident is cleared and will close the Ticket when:
 - 8.4.1 you confirm that the Incident is cleared within 24 hours after having been informed; or
 - 8.4.2 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.
- 8.5 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.

Part C – Service Levels

9 Service Levels

There are no Service Levels for this BT Device Protection by Symantec Service.

Part D – Defined Terms

10 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 Device Protection by Symantec Service**” has the meaning given in Paragraph 1.

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

“**Console**” means the application available through the Marketplace where you can access and manage your Symantec Security Software.

“**Customer Contact**” means any individuals authorised to act on your behalf for BT Device Protection by Symantec Service management matters.

“**Customer Equipment**” means any equipment and any software, other than BT Equipment, used by you in connection with a BT Device Protection by Symantec Service.

“**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 BT Device Protection by Symantec Service, as set out in the Order.

“**Enabling Service**” has the meaning given in Paragraph 4.1.

“**EULA**” has the meaning given in Paragraph 5.3.1.

“**General Terms**” means the general terms that this Schedule is attached to, or where not attached to this Schedule, can be found at www.bt.com/terms, and form part of the Contract.

“**Incident**” means an unplanned interruption to, or a reduction in the quality of, the BT Device Protection by Symantec Service or particular element of the BT Device Protection by Symantec 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.

“**Marketplace**” means the BT Business Apps online portal which can be found at businessapps.bt.com.

“**Minimum Period of Service**” means a period of 12 or 24 consecutive months as set out in any applicable Order beginning on the Service Start Date.

“**Recurring Charges**” means the Charges for the BT Device Protection by Symantec Service or applicable part of the BT Device Protection by Symantec Service that are invoiced repeatedly in every payment period (e.g. every month), as set out in any applicable Order.

“**Service Desk**” means the helpdesk that you are able to contact to submit service requests, report Incidents and ask questions about the BT Device Protection by Symantec Service.

“**Service Management Boundary**” has the meaning given in Paragraph 3.1.

“**Site**” means a location at which the BT Device Protection by Symantec Service is provided.

“**Standard Service Components**” has the meaning given in Paragraph 2.

“**Support Hours**” means the hours between 0800 and 2000 on Monday to Friday and between 0900 and 1700 on Saturday.

“**Symantec**” means Symantec Corporation, Symantec Limited, a company incorporated in the Republic of Ireland Symantec Limited, which has its principal place of business at Ballycoolin Business Park, Blanchardstown, Dublin 15, Ireland or any of their affiliates.

“**Symantec Security Software**” means the cloud based, business grade security suite Symantec Endpoint Protection Cloud that Symantec makes available to you via the Console.

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