BT Managed Cloud Security (Zscaler)
Annex to the BT Managed Security Schedule

Contents

A note on 'you'

'You' and 'your' mean the Customer.

Phrases that refer to 'either', 'neither', 'each of us', 'both of us', 'we each' or 'we both' mean one or both of BT and the Customer, whichever makes sense in the context of the sentence.

Part A – The Service

1 Service Summary

BT will work with the Supplier to provide you with the BT Managed Cloud Security (Zscaler) Service. The Service provides you with a right to access and use Service Software enabling you to protect your Users from threats from the Internet. The Service is comprised of:

1.1 all of the Standard Service Components set out in Paragraph 2 as set out in any applicable Order; and

1.2 any of the Service Options set out in Paragraph 3 that are selected by you as set out in any applicable Order,

(the "**Service**").

2 Standard Service Components

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

2.1 **Service Software**: BT will provide to you the right to access and use the Service Software for the number of purchased Users, User Subscriptions and/or Locations.

2.2 **Customer Portal**: BT will provide to you the right to access and use the Supplier's web-based User interface ("**Customer Portal**").

2.2.1 The Customer Portal is an administrative portal for creating and managing security policies, reporting and analysing traffic.

2.2.2 The Customer Portal gives you a primary Administrator account that will allow you to create multiple Administrators and enables you to:

(a) review statistics of all malware that is stopped and other Internet content that is blocked;
(b) create access restrictions and apply these to specific Users or groups of Users;
(c) customise browser alert pages seen by Users when web-access is denied;
(d) update administration details for real-time email alerts; and
(e) configure and schedule automated system auditing and reporting.

3 Service Options

3.1 BT will provide to you any of the options that are set out in any applicable Order ("**Service Options**") and in accordance with the details set out in that Order.

The list of Service Options will be made available to you before you place your Order.

3.2 **Surcharge Data Centres**: In certain countries or regions the Supplier may suggest that you connect Users to one of their Surcharge Data Centres. Where you select this option, you will incur additional Charges, which will be set out in the Order. You may choose to use Supplier data centres other than the Surcharge Data Centres, but performance of the Service may be affected.

3.3 **Professional Services**: BT may provide, at an additional Charge, Professional Services with each Order, to support your initial configuration of the Service and the ongoing operation of the Service.

3.4 **Managed Cloud Security Enhanced by Eagle-i-Service:** For Foundation Plus and Premium Graded Service Tiers, BT will include the Eagle-i Service with each Order.

3.4.1 The following components are included:

(a) Ingestion of Zscaler Nanolog Streaming Service ("**NSS Service**") logs from the Managed Cloud Security Service.

3.4.2 If, as part of your Order, you have selected the Foundation Plus Graded Service Tier,

(a) BT will:

(i) monitor the NSS Service logs for events and enrich with BT's threat intelligence;
(ii) alert you of high priority security incidents;
(iii) where applicable, recommend a proposed Mitigation Action; and

(b) you shall be responsible for implementing any Mitigation Action, which shall be actioned by accessing the relevant service management tool for the impacted components.

3.4.3 If you select a Foundation Plus or a Premium Graded Service Tier, you shall also subscribe to the NSS Service.

3.4.4 If you have an existing NSS Service, you shall provide BT with a data feed from your existing NSS Service to the Service.

3.4.5 If you do not have an existing NSS Service, then you must select one of the following at the outset of an Order for the Service:

(a) BT will host the NSS Virtual Machine; or

(b) you will host the NSS Virtual Machine. In such case, you will, when placing your Order with BT:

(i) inform BT that the NSS Virtual Machine will be hosted by you; and

(ii) provide BT with a data feed from the NSS Service to the Service.

3.5 **Managed Cloud Security Eagle-i-Service - Co-operative Mitigation**

3.5.1 For Premium Graded Service Tiers, you may select Co-operative Mitigation in your Order. Subject to paragraph 8.1.18, BT will in the event of a detected Incident apply Mitigation Action on specific endpoint Devices or End-User Identities identified to BT where:

(a) the impact of the detected Incident will be contained; and

(b) appropriate changes are made by BT to the security policy or other Eagle-i services on the Premium Graded Service Tier.

4 Service Management Boundary

4.1 BT will provide and manage the Service as set out in Parts B and C of this Schedule and as set out in the Order. The service management boundary is the point where traffic enters and leaves the infrastructure owned or controlled by the Supplier ("**Service Management Boundary**").

4.2 BT will have no responsibility for the Service outside the Service Management Boundary including:

4.2.1 issues on User machines (e.g. operating system, coding languages and security settings);

4.2.2 end to end network connectivity (e.g. your network or networking equipment, Internet connectivity);

4.2.3 identity source management;

4.2.4 policy ownership; or

4.2.5 security information and event management analysis.

4.3 You are responsible for making any necessary configuration changes for in-life management of service elements, which can be accessed through the provided Customer Portal.

4.4 BT does not guarantee that the Service will detect or block all malicious threats.

4.5 BT does not make any representations, whether express or implied, about the interoperability between the Service and any Customer Equipment.

4.6 While the Eagle-i Service (if selected as part of your Order) aims to significantly reduce the impact of threats on the endpoint Device or End-User Identities identified to BT, BT does not make any representations or warranties, whether express or implied that all threats will be mitigated.

4.7 When Co-operative Mitigation with Premium Graded Services is selected by you, BT's responsibility is limited to providing Co-operative Mitigation on endpoint Devices or End-User Identities other than those identified to be excluded by BT and BT is not responsible for any impact on other excluded endpoint Devices or any other Equipment owned by you or your wider network. If you have selected that you wish to approve each Mitigation Action, BT will only apply this Mitigation Action once you have given such approval.

4.8 Certain Service Options may require you to have specific Customer Equipment that meets minimum specifications, communicated to you by BT or the Supplier, to benefit from full functionality. BT will not be responsible for any inability to provide the Service or degradation of the Service where you use the Service without the required Customer Equipment.

5 Associated Services and Third Parties

5.1 You will provide and maintain an Internet connection at the Site(s) at all times for use with the Service, including providing and maintaining any Customer Equipment necessary for such connection. 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.

5.2 If BT provides you with additional services, then this Schedule will not apply to those services and those services will be governed by their separate terms and conditions.

5.3 BT will not be liable for failure to or delay in supplying the Service if another supplier delays or refuses the supply of an electronic communications service to BT and no alternative service is available at reasonable cost.

6 Specific Terms and Conditions

6.1 Customer Portal

6.1.1 You will have access to the Supplier's Internet based Customer Portal, as set out in Paragraph 2.2.

6.1.2 You may allow multiple Administrators to access the Customer Portal. You will give each of your Administrators a unique login and provide management access or read only privileges specific to each.

6.2 Data Handling

For the provision and management of the Service by the Supplier, any Processing of Customer Personal Data (as defined in the General Terms) will be subject to the Supplier's Privacy Policy set out at https://www.zscaler.com/privacy-policy.php, as may be amended or supplemented from time to time by the Supplier. BT will not be liable for the Processing of Personal Data by the Supplier, including any claim arising out of or in connection with any failure by the Supplier to comply with the Supplier's Privacy Policy. Any claims will be made directly by you against the Supplier.

6.3 Standard of Service

The Service will not prevent or detect all threats and unauthorised actions.

6.4 Supplier Intellectual Property

6.4.1 The Supplier uses:

(a) product names associated with the Service and other trademarks;
(b) certain audio and visual information, documents, software and other works of authorship; and
(c) other technology, software, hardware, products, processes, algorithms, user interfaces, know-how and other trade secrets, techniques, designs, inventions and other tangible or intangible technical material or information,

(together, the "**Supplier Technology**").

6.4.2 The Supplier Technology is protected by intellectual property rights owned or licensed by the Supplier ("**Supplier IP Rights**").

6.4.3 All right, title and interest in and to the Software and the Service Software, and all associated Supplier IP Rights, will at all times remain vested in the Supplier and its licensors, and, other than the rights granted in this Contract, you will acquire no other rights, express or implied, in the Service.

6.5 Supplier Acceptable Use

6.5.1 You will use the Service solely for your business purposes and will only permit access to the Service by your employees, agents and third parties.

6.5.2 You will not, and will not permit or encourage Users to:

(a) modify, copy or make derivative works based on the Supplier Technology;
(b) disassemble, reverse engineer, or decompile any of the Supplier Technology;
(c) create Internet "**links**" to or from the Service, or "**frame**" or "**mirror**" any of the Supplier's content that forms part of the Service (other than on your own internal intranet); or
(d) use the Service for running automatic queries to websites.

6.5.3 You will comply with the Supplier's Acceptable Use Policy as published by the Supplier on its website (https://www.zscaler.com/acceptable_use_policy.php).

6.5.4 BT, or the Supplier, may block source IP Addresses or suspend your access to the Service if your use of the Service does not comply with this Contract.

6.6 Customer Transaction Logs

6.6.1 BT and the Supplier may use, reproduce, store, modify, and display the information from the Customer Transaction Logs for the purpose of providing the Service.

6.6.2 BT and the Supplier may use the malware, spam, botnets or other information related to the Service for the purpose of:

(a) maintaining and improving the Service;
(b) complying with all legal or contractual requirements;
(c) making malicious or unwanted content anonymously available to its licensors for the purpose of further developing and enhancing the Service;
(d) anonymously aggregating and statistically analysing the content; and
(e) other uses related to the analysis of the Service.

6.6.3 In the case of Zscaler Internet Access, the Supplier will retain Raw Transaction Logs, the Summarised Transaction Logs and any other Customer Transaction Logs for rolling six month periods during the provision of the Service.

6.6.4 In the case of Zscaler Private Access, the Supplier will retain the Raw Transaction Logs for rolling two week periods during the provision of the Service.

6.7 **Suggestions, Ideas and Feedback**

6.7.1 You agree that the Supplier and/or BT will have the right to use or act upon any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you relating to the Service, to the extent it is not your Confidential Information.

6.8 **EUSA**

6.8.1 BT will only provide the Service if you have entered into the end user subscription agreement with the Supplier in the form set out at https://www.zscaler.com/legal/end-user-subscription-agreement (including terms and conditions set out in the product sheets), as may be amended or supplemented from time to time by the Supplier ("**EUSA**").

6.8.2 You will observe and comply with the EUSA for all any use of the applicable Software.

6.8.3 In addition to what it says in Clause 15 of the General Terms, if you do not comply with the EUSA, BT may restrict or suspend the Service upon reasonable Notice, and:

(a) you will continue to pay the Charges for the Service until the end of the Minimum period of Service; and

(b) BT may charge a re-installation fee to re-start the Service.

6.8.4 You will enter into the EUSA for your own benefit and the rights, obligations, acknowledgements, undertakings, warranties and indemnities granted in accordance with the EUSA 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.

6.8.5 Where the EUSA 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 EUSA.

6.9 **Export Compliance and Use**

The following Paragraphs apply in addition to the Compliance Obligations:

6.9.1 You will not and you will not allow your Users to access or use the Service in violation of any U.S. or other applicable export control or economic sanctions laws.

6.9.2 You will not access or use the Service, or allow your Users to access or use the Service, directly or indirectly, if you or your Users are located in any jurisdiction in which the provision of the Service is prohibited under Applicable Law, including the laws of U.S.A ("**Prohibited Jurisdiction**"), and that you do not, directly or indirectly, provide access to the Service to any government, entity or individual located in any Prohibited Jurisdiction.

6.9.3 You warrant that:

(a) you are not named on any U.S. government list of persons or entities prohibited from receiving U.S. exports, or transacting with any U.S. person; and

(b) you are not a national of, or a company registered in, any Prohibited Jurisdiction.

6.10 **Amendments to the BT Managed Security Service Schedule**

6.10.1 BT will not maintain back-up configurations to allow all the Associated Services to be restored fully following the swap out of a Security Appliance, as set out in Paragraph 5.2.1(g) of the Schedule;

6.10.2 The following features set out in the Schedule will not apply to the Service:

(a) Proactive Monitoring;

(b) Signature Updates;

(c) Log Capture;

(d) Reporting;

(e) Vulnerability Management and Patching of Security Appliances;

6.10.3 Where you select the Foundation Graded Service Tier, the Security Optimisation Manager will not provide reports on the review via the Security Portal. Reports will be made available to you via the Customer Portal.

6.10.4 If you select the Foundation Graded Service Tier, Paragraphs 6.3.1 and 6.3.2 (CSP Change Management Process) of the Schedule will not apply and you will be responsible for all aspects of CSP configuration, which will include CSP changes. BT may provide assistance in rectifying problems relating to your misconfiguration of the Service and BT will charge you for this on a Professional Services basis at an additional Charge. "**CSP**" has the meaning given in Part D of the BT Managed Security Service Schedule to the General Terms;

6.10.5 If you select the Foundation Plus or Premium Graded Service Tiers:

(a) BT will implement the CSP changes in accordance with the CSP Change Management Process set out in the Schedule and Paragraph 6.10.4 of this Annex will not apply;

(b) your access to the Customer Portal under Paragraphs 2.2.2, 6.1.1, 6.1.2 and 8.1.17 of this Annex will be restricted to read-only access; and

(c) Paragraph 4.3 of this Annex will not apply;

6.10.6 Reasonable Use Policy restrictions for Standard Change requests set out in Paragraph 6.3.2 (e) (i) of the Managed Security Service Schedule will apply to each Zscaler Internet Access and Zscaler Private Access.

6.11 **Amendments to the General Terms**

6.11.1 A new Clause 31.1.3 and 31.3.4 is added after Clause 31.1.2 of the General Terms:

"31.1.3 add Users or User Subscriptions to an existing Service after the Service Start Date; or

31.1.4 add Service components to the existing Service after the Service Start Date,"

6.11.2 A new Clause 31.5 is added after Clause 31.4 of the General Terms:

"31.5 You will not reduce the number of Users, User Subscriptions or Service components at any time after the Service Start Date".

Part B – Service Delivery and Management

7 BT's Obligations

7.1 **Service Delivery**

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

7.1.1 provide you with contact details for the Service Desk that you will be able to contact to submit service requests, report Incidents and ask questions about the Service including in relation to:

(a) login issues;
(b) connectivity issues (identified as being due to vendor platforms);
(c) policy issues;
(d) file blocking (false positives);
(e) SSL certificate issues;
(f) URL categorisation issues; and
(g) browsing speed/latency issues;

7.1.2 comply with all reasonable health and safety rules and regulations and reasonable security requirements that apply at a Site and are notified to us in writing. 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;

7.1.3 work with you to prepare a deployment plan;

7.1.4 deploy the Service using one or more of the supply methods set out at: https://zscaler.zendesk.com/hc/en-us/articles/205118615-Choosing-Traffic-Forwarding-Methods (or any other online address that BT may advise you) and, if you have chosen to include the deployment services option in the Services, BT will work with you to decide which method of deployment to use; and

7.1.5 configure the security policy prior to the Service Start Date and subsequently, at an additional Charge, where you request BT to do so. BT will not be responsible for defining your security policy and will not be liable for any consequences arising from a misspecification of your security requirements, or from unforeseen consequences of a service configuration that contains misspecifications but is correctly implemented by BT.

7.2 **Commissioning of the Service**

Before the Service Start Date, BT will:

7.2.1 agree a date with you for commencement of the Service and will use commercially reasonable endeavours to procure that the Supplier provisions the Service to meet this date.

7.3 **During Operation**

On and from the Service Start Date, BT:

7.3.1 will work with the Supplier as necessary to restore Service as soon as practicable if you report an Incident in the Service;

7.3.2 will, where Co-operative Mitigation with the Premium Graded Service Tier has been selected by you, implement Mitigation Action as quickly as is technically practicable;

7.3.3 may carry out Maintenance from time to time and will endeavour to inform you at least five Business Days before any Planned Maintenance to the Service, however you agree BT may inform you with less notice than normal where emergency Maintenance is required or where BT has not been provided with sufficient notice by the Supplier;

7.3.4 may, in the event of a security breach affecting the Service, require you to change any or all of your passwords; and

7.3.5 may use its access rights as an Administrator to the Customer Portal to investigate and resolve any Incidents notified by you to BT in accordance with Paragraph 9.

7.4 **The End of the Service**

7.4.1 On termination of the Service by either one of us, BT, or the Supplier, as applicable, will:

(a) terminate your access to the Customer Portal and Service Software and cease to provide all other elements of the Service; and
(b) destroy or otherwise dispose of any of the saved Customer Data unless BT receives, no later than ten days after the date of the termination of this Contract, a written request for the delivery to you of the then most recent back-up of the Customer Data. BT will use reasonable commercial endeavours to deliver the back-up to you within 30 days of receipt of such a written request, provided that you have, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). You will pay all reasonable expenses

incurred by BT in returning or disposing of Customer Data. You acknowledge that the Supplier will only retain the preceding six months of Customer Data at any time – unless agreed otherwise, where an additional Charge may apply.

7.4.2 Where you have ordered Co-operative Mitigation with Premium Graded Services, you may deselect the Co-operative Mitigation option of the Service entirely or partly at any time subject to the following:

(a) you shall notify BT of your request and BT will confirm the date from which the Mitigation Action component will be de-activated from the Service;

(b) you shall remove BT's access credentials to endpoint Device or End-User Identities;

(c) you shall from the date of de-activation be responsible for implementing any Mitigation Action which BT recommends; and

(d) for the avoidance of doubt, deselection of the Co-operative Mitigation component of the Service shall not result in any reduction to the Charges which are payable in line with the selected Service Tier.

8 Your Obligations

8.1 Service Delivery

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

8.1.1 provide BT with the names and contact details of any Administrators authorised to act on your behalf for Service management matters ("**Customer Contact**"), but BT may also accept instructions from a person who BT reasonably believes is acting with your authority;

8.1.2 provide BT or the Supplier with any technical data or other information reasonably required by BT or the Supplier without undue delay;

8.1.3 establish and maintain your own internal support processes and helpdesk for Users and be responsible for communication with Users;

8.1.4 provide BT with all technical data and any other information BT may reasonably request from time to time without undue delay, to enable BT to supply the Service to you;

8.1.5 ensure that your firewall configurations and network settings allow the traffic types necessary for BT to provide the Service, including;

(a) ensuring that external HTTP, HTTPS and FTP over HTTP requests (including all attachments, macros or executable) are set up to be directed through the Service by making and maintaining the configuration settings required to direct external traffic via the Service, with BT's assistance and support as reasonably required and you acknowledge that this external traffic is dependent on your technical infrastructure; and

(b) ensuring that internal HTTP/HTTPS/FTP over HTTP traffic (e.g. to the corporate intranet) is not directed via the Service;

8.1.6 use Customer Equipment that is interoperable and supported by the Supplier and that meets any Supplier requirements for Service Options that may be communicated to you by BT or the Supplier from time to time;

8.1.7 ensure that Customer Equipment is installed and operated according to applicable third-party vendor specifications and recommendations, and ensure that Customer Equipment has the capacity to forward traffic to the Supplier;

8.1.8 use one of the methods supported by the Supplier to authenticate Users, which are set out at: https://support.zscaler.com/hc/en-us/articles/204455339 (or any other online address that BT may advise you);

8.1.9 where applicable, be responsible for deployment of the Zscaler Client Connector on Users' devices and the configuration and management of all settings relevant to the Zscaler Client Connector;

8.1.10 provide BT with access to Site(s) during Business Hours, or as otherwise agreed, as necessary to enable BT to set up, deliver and manage the Service;

8.1.11 complete any preparation activities that BT may request to enable you to receive the Services promptly and in accordance with any reasonable timescales;

8.1.12 notify BT in writing of any health and safety rules and regulations and security requirements that apply at a Site;

8.1.13 in jurisdictions where an employer is legally required to make such disclosure to its employees and/or Users:

(a) inform your employees and Users that as part of the Service being delivered by BT, BT may monitor and report to you the use of any targeted applications by your employees and/or Users; and

(b) ensure that your employees and Users have consented or will be deemed to have consented to such monitoring and reporting (if such consent is legally required), agree that BT will not be liable for any failure by you to comply with this instruction and indemnify BT from and against any Claims or action brought by your employees or Users against BT arising out of the delivery of Services by BT;

8.1.14 ensure that you order the appropriate Service features for your requirements;

8.1.15 ensure that each User Subscription is only used by a single, individual User and a User Subscription will not be shared between or used by more than one individual;

8.1.16 carry out all of your other responsibilities set out in this Contract in a timely and efficient manner. If there are any delays in completion of your responsibilities, BT may adjust any agreed timetable or delivery schedule as reasonably necessary;

8.1.17 in relation to the Customer Portal give each Administrator a unique login and provide management access or read-only privileges specific to each Administrator;

8.1.18 When you order Co-operative Mitigation option with Premium Graded Service Tiers; you will:

(a) agree in the Order that BT is authorised to not take Mitigation Action in relation to specific security controls, and where appropriate specific endpoint Devices or End-User Identities;
(b) select in the Order if such is done either automatically or subject to your approval; and
(c) securely provide BT with the necessary access credentials to the platforms that are used by you to make policy changes to the endpoints or End-User Identities requiring Co-operative Mitigation and notify BT of any subsequent changes to these credentials.

8.2 **Service Operation**

On and from the Service Start Date, you will:

8.2.1 ensure that Users report Incidents to the Customer Contact and not to the Service Desk;

8.2.2 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 will be available for all subsequent Incident management communications;

8.2.3 install, configure, monitor, and maintain any Customer Equipment connected to the Service or used in connection with a Service;

8.2.4 ensure that any Customer Equipment that is connected to the Service or that you use, directly or indirectly, in relation to the Service is:

(a) connected and used in accordance with any instructions, standards and safety and security procedures applicable to the use of that Customer Equipment;
(b) technically compatible with the Service and will not harm or damage any BT Equipment, the BT Network, or any of our Supplier's or subcontractor's network or equipment that is used to provide the Service; and
(c) approved and used in accordance with relevant instructions and Applicable Law;

8.2.5 immediately disconnect any Customer Equipment, or advise BT to do so at your expense, if Customer Equipment does not meet any relevant instructions, standards or Applicable Law;

8.2.6 distribute, manage, and maintain access profiles, passwords and other systems administration information relating to the control of Users' and your access to the Service. You are responsible for your Users' use of access profiles and passwords;

8.2.7 maintain a list of current Users and immediately terminate access for any person who ceases to be an authorised User;

8.2.8 only transfer a User Subscription from one User to another individual if the original User is no longer permitted to access and no longer accesses the Internet in connection with the Service;

8.2.9 ensure the security and proper use of all valid User access profiles, passwords and other systems administration information used in connection with the Service and:

(a) inform BT immediately if a user 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;
(b) take all reasonable steps to prevent unauthorised access to the Service; and
(c) satisfy BT's security checks if a password is lost or forgotten;

8.2.10 if BT requests you to do so in order to ensure the security or integrity of the Service, change any or all passwords and/or other systems administration information used in connection with the Service;

8.2.11 undertake all aspects of security policy configuration, including setting up any User groups that may be required on your authentication server which you will reflect in your customer security policy. You will do this using the Customer Portal;

8.2.12 submit a modify order request to inform BT, if you need to:

(a) make any changes to your existing Service;
(b) increase the number of Users using the Service; and/or
(c) select Service Options in addition to those selected as part of your initial Order.

In these circumstances, or if BT can demonstrate by management reports that the number of Users exceeds the ordered limit, BT may increase the Charges or require that you reduce the number of Users using the Service;

8.2.13 if you submit a modify Order request, as set out in Paragraph 8.2.12:

(a) more than six months before the end of the Minimum Period of Service, the Charges will increase for the remainder of the Minimum Period of Service to reflect the change; or
(b) six months or less before the end of the Minimum Period of Service, this will be subject to review and acceptance by BT. If the order can be fulfilled, the Charges will increase for the remainder of the Minimum Period of Service to reflect the change;

8.2.14 provide BT with Notice 14 days in advance of any changes to your network that may impact the working of the Service, and provide BT with all necessary details. If this information is not provided within this timeframe, BT will have no liability for a failure or delay in providing any necessary changes to the Service configuration;

8.2.15 where the Premium Graded Service Tier has been selected, update, or allow BT to update, the policies for the Service; and

8.2.16 inform BT, where you have ordered the Co-operative Mitigation option with Premium Graded Service Tiers of any changes concerning specific endpoint Devices or End-User Identities to which BT is authorised to take Mitigation Action.

9 Notification of Incidents

9.1 Where you become aware of an Incident:

9.1.1 the Customer Contact will report it to BT's Service Desk;

9.1.2 BT will give you a Ticket;

9.1.3 BT will inform you when BT believes the Incident is cleared, and will close the Ticket when:

(a) you confirm that the Incident is cleared within 24 hours of being informed; or
(b) 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 of BT's attempt to contact you.

9.1.4 If you confirm that the Incident is not cleared within 24 hours of being informed, the Ticket will remain open, and BT will continue to endeavour to resolve the Incident, until the Ticket is closed as set out in Paragraph 9.1.3.

9.1.5 Where BT becomes aware of an Incident, Paragraphs 9.1.2, 9.1.3 and 9.1.4 will apply.

9.1.6 BT will not handle any Incidents with the Service Software that you use to access the Customer Portal.

10 Invoicing

10.1 In addition to what it says in the Schedule, BT will invoice you for the Charges for the Service as set out in Paragraph 10.2 in the amounts and currency specified in the applicable Order.

10.2 Unless stated otherwise in an applicable Order, BT will invoice you for:

10.2.1 Fixed Charges, in your first invoice, which include Professional Services for a fixed number of days, if chosen by you.

10.2.2 Recurring Charges, monthly in advance, on the first day of the applicable period (for any period where Service is provided for less than the relevant invoicing period, the Recurring Charges will be calculated on a monthly or daily basis as applicable). Recurring Charges will be charged from the Service Start Date and include the following:

(a) Charges for the applicable Service Software licence; and
(b) Charges for any applicable Service Options, including any Charges for the use of Surcharge Data Centres if chosen by you; and

10.2.3 any Termination Charges incurred in accordance with Paragraph 11, upon termination of the relevant Service.

11 Charges at the End of the Contract

11.1 In addition to Termination Charges set out in the Schedule, if you exercise your right under Clause 17 of the General Terms to terminate the Contract or the Service for convenience, you will pay BT:

11.1.1 all outstanding Charges for Services rendered; and

11.1.2 all incremental charges that BT incurs from the Supplier due to the early termination, if applicable.

11.2 In addition to the Charges set out at Paragraph 11.1, if you terminate the Service before the expiry date, you will pay BT:

11.2.1 for any parts of the Service that were terminated during the Minimum Period of Service, Termination Charges equal to 100 per cent of the Recurring Charges for the first 12 months of the Minimum Period of Service and 50 per cent of the Recurring Charges for all remaining months of the Minimum Period of Service.

11.3 On the last day of the Minimum Period of Service, BT will invoice you for:

11.3.1 any outstanding Charges for Service rendered; and

11.3.2 any other Charges set out in the Order.

Part C – Service Levels

12 Service Availability

12.1 **Availability Service Level**

12.1.1 From the Service Start Date, BT will provide the Service with a target availability of 99.999% of the total hours during every month you use the Service ("**Availability Service Level**").

12.1.2 The Availability Service Level is a ratio of the number of Transactions and Sessions processed by the Service in any calendar month, against the number of qualified Transactions and Sessions that should have been processed.

12.1.3 The Supplier will measure the number of Transactions and Sessions. The following Transactions and Sessions will not be taken into account for the Availability Service Level:

(a) Transactions and Sessions that are encrypted, encapsulated, tunnelled, compressed, modified from their original form for distribution; and/or
(b) Transactions and Sessions that have product license protection; and/or
(c) Transactions and Sessions that are under the direct control of the sender (e.g. password protected); and/or
(d) Transactions and Sessions that occur during Zscaler scheduled maintenance periods, as posted on the Trust Portal: https://trust.zscaler.com/.

12.1.4 The following items are excluded from the calculation of Availability Service Levels:

(a) your network is not forwarding traffic to the Service; or
(b) an intermediate ISP (other than the Service's direct ISP(s)) is not delivering traffic to the Service; or
(c) the drop in Transactions and Sessions is due to a policy change requested by you; or
(d) it is not technically possible to scan your traffic.

12.1.5 For the avoidance of doubt, no Availability Service Level or Availability Service Credit shall be offered in connection with the Eagle-i Service.

12.2 **Availability Service Credits**

12.2.1 If the Availability Service Level is not met, you may claim an Availability Service Credit as follows:

Percentage of Transactions and Sessions Processed During a Month	Availability Service Credit
>= 99.999%	No Availability Service Credit applicable.
< 99.999% but >= 99.99%	(3 / 30) x the monthly Recurring Charge for the relevant part of the Service in the month immediately preceding the Incident giving rise to the Availability Service Credit claim.
< 99.99% but >= 99.00%	(7 / 30) x the monthly Recurring Charge for the relevant part of the Service in the month immediately preceding the Incident giving rise to the Availability Service Credit claim.
< 99.00% but >= 98.00%	(15 / 30) x the monthly Recurring Charge for the relevant part of the Service in the month immediately preceding the Incident giving rise to the Availability Service Credit claim.
< 98.00%	(30 / 30) x the monthly Recurring Charge for the relevant part of the Service in the month immediately preceding the Incident giving rise to the Availability Service Credit claim.

12.3 **Latency Service Level**

12.3.1 From the Service Start Date, BT will provide the Service to process Transactions and Data Packets with an average latency over a calendar month of 100 milliseconds or less for the 95th percentile of traffic; (the "**Latency Service Level**").

12.3.2 The Latency Service Level will only apply to Transactions where the Transaction is:

(a) less than 1 MB HTTP GET request and response;
(b) not SSL-intercepted;
(c) not related to streaming applications;
(d) not subject to bandwidth management rules (QoS enforcement), and
(e) there are a reasonable number of Transactions per User Subscription (based on the Supplier's cloud-wide average).

12.3.3 The Supplier will measure the processing of content from when the Supplier's proxy receives the content to the point when the Supplier's proxy attempts to transmit the content.

12.3.4 For the avoidance of doubt, no Latency Service Level or Latency Service Credit shall be offered in connection with the Eagle-i Service.

12.4 **Latency Service Credits**

12.4.1 If the Latency Service Level for Transactions, as set out in Paragraph 12.3.1 is not met, you may claim a Latency Service Credit as follows:

Percentage of Qualified Transactions/Data Packets With Average Latency of 100 Milliseconds or Less,	Latency Service Credit
>= 95.00%	No Latency Service Credit applicable.
< 95.00% but >= 94.00%	(7 / 30) x the monthly Recurring Charge for the relevant part of the Service in the month immediately preceding the Incident giving rise to the Latency Service Level claim.
< 94.00% but >= 90.00%	(15 / 30) x the monthly Recurring Charge for the relevant part of the Service in the month immediately preceding the Incident giving rise to the Latency Service Level claim.
< 90.00%	(30 / 30) x the monthly Recurring Charge for the relevant part of the Service in the month immediately preceding the Incident giving rise to the Latency Service Level claim.

13 Virus Capture Rate

13.1 **Virus Capture Rate Service Level**

13.1.1 From the Service Start Date, BT will provide the Service with a target of capturing 99.999% of Known Viruses (the "**Virus Capture Rate Service Level**").

13.1.2 The Virus Capture Rate Service Level applies to the Service.

13.1.3 The Virus Capture Rate Service Level applies only if:

(a) you utilise the Service in accordance with the recommended anti-virus settings on your user interface; and

(b) a Known Virus contained in a Transaction received through the Service has been activated within your systems, either automatically or with manual intervention.

13.1.4 In the event that BT or the Supplier detects but does not stop a Known Virus, the Supplier or BT will promptly notify you, providing sufficient information to enable you to identify and delete the Known Virus. If you do not promptly act on this information the Service Credit may be invalidated.

13.1.5 If such notification by the Supplier or BT, and a subsequent action by you, results in a prevention of infection, the Virus Capture Rate Service Level will not apply.

13.1.6 The Supplier will calculate the Virus Capture Rate by dividing the virus-infected Transactions blocked by the total virus-infected Transactions received by the Service on your behalf.

13.1.7 For the avoidance of doubt, no Virus Capture Rate Service Level or Virus Capture Rate Service Credit shall be offered in connection with the Eagle-i Service.

13.2 **Virus Capture Rate Service Credits**

13.2.1 If the Virus Capture Rate Service Level is not met, you may claim a Virus Capture Rate Service Credit as follows:

Virus Capture Rate	Virus Capture Service Credit
>= 99.999%	No Virus Capture Rate Service Credit applicable.
< 99.999% but >= 99.00%	(7 / 30) x the monthly Recurring Charge for the relevant part of the Service in the month immediately preceding the Incident giving rise to the Virus Capture Rate Service Credit claim.
< 99.00% but >= 98.00%	(15 / 30) x the monthly Recurring Charge for the relevant part of the Service in the month immediately preceding the Incident giving rise to the Virus Capture Rate Service Credit claim.
< 98.00%	(30 / 30) x the monthly Recurring Charge for the relevant part of the Service in the month immediately preceding the Incident giving rise to the Virus Capture Rate Service Credit claim.

14 Zscaler Private Access Service Level

14.1 From the Service Start Date, BT will provide the Zscaler Private Access with a target availability of 99.999% of the total hours during every month you use the Zscaler Private Access ("**Zscaler Private Access Service Level**").

14.2 A third party, contracted by the Supplier, will monitor the Zscaler Private Access and validate the Zscaler Private Access Service Level.

14.3 Zscaler Private Access Service Credit

14.3.1 If the Zscaler Private Access Service Level is not met, you may claim the Zscaler Private Access Service Credit as follows:

Percentage of Transactions and Sessions Processed During a Month	Zscaler Private Access Service Credits
>= 99.999%	No Zscaler Private Access Service Credit applicable.
< 99.999% but >= 99.99%	(3 / 30) x the monthly Recurring Charge for the relevant part of the Service in the month immediately preceding the Incident giving rise to the Zscaler Private Access Service Credit claim.
< 99.99% but >= 99.00%	(7 / 30) x the monthly Recurring Charge for the relevant part of the Service in the month immediately preceding the Incident giving rise to the Zscaler Private Access Service Credit claim.
< 99.00% but >= 98.00%	(15 / 30) x the monthly Recurring Charge for the relevant part of the Service in the month immediately preceding the Incident giving rise to the Zscaler Private Access Service Credit claim.
< 98.00%	(30 / 30) x the monthly Recurring Charge for the relevant part of the Service in the month immediately preceding the Incident giving rise to the Zscaler Private Access Service Credit claim.

14.4 For the avoidance of doubt, no Zscaler Private Access Service Level or Zscaler Private Access Service Credit shall be offered in connection with the Eagle-i Service.

15 Request for Service Credits

15.1 You may request applicable Service Credits within 25 days of the end of the month in which the Incident occurred by providing details of the reason for the claim and specifying it is for a Service Credit. Any failure by you to submit a request in accordance with this Paragraph 15.1 will constitute a waiver of any claim for Service Credits.

15.2 Upon receipt of a valid request for Service Credits in accordance with Paragraph 15.1, BT will review the validity of the request and:

15.2.1 BT will carry out these reviews on a monthly basis;

15.2.2 if BT determines that the request for Service Credits was not valid, BT will notify you accordingly;

15.2.3 if BT determines that the request for Service Credits is valid, BT will notify you of the Service Credit due to you no later than 13 calendar days after the end of the calendar month in which the Incident occurred;

15.2.4 BT will deduct the Service Credits from your invoice within two billing cycles of the request being received; and

15.2.5 following expiry or termination of the Contract where no further invoices are due to be issued by BT, BT will pay you the Service Credits in a reasonable period of time.

15.3 The following is an example of Service Credit calculation where:

15.3.1 the monthly Recurring Charge is £50,000 per month; and

15.3.2 the Service Credit due is three days.

BT will provide a credit on the next invoice of £50,000/30 days x 3 days i.e. £5,000.

15.4 Service Credits for all Service Levels will be aggregated and are available up to a maximum amount equal to 100 per cent of the monthly Recurring Charge for the affected Service. Reference to the monthly Recurring Charges in this Paragraph 15.4 is reference to the monthly Recurring Charges after any discount has been applied.

15.5 All Service Levels and Service Credits will be calculated in accordance with information recorded by, or on behalf of, BT or the Supplier.

15.6 Any Service Credits due to you under this Schedule will be calculated on the Recurring Charges after any discount has been applied.

15.7 The Service Levels will not apply:

15.7.1 where your network is not properly configured on a 24x7x365 basis in a manner that allows you to make use of the Supplier's redundant global infrastructure that is made available as part of the Service;

15.7.2 for Zscaler Private Access, if you do not have at least two Zscaler connectors at each of your Sites connecting to the Service;

15.7.3 in the event that Clause 8 of the General Terms applies;

15.7.4 during any trial period of the Service;

15.7.5 to failures due to any Force Majeure Event;

15.7.6 if you cause a delay or do not provide any requested information in accordance with any reasonable timescales BT or the Supplier tells you about;

15.7.7 to any Incident not reported in accordance with Paragraph 9; or

15.7.8 if you have not complied with the Contract, including but not limited to delay in any payments.

Part D – Defined Terms

16 Defined Terms

In addition to the defined terms in the General Terms, capitalised terms in this Schedule will have the following 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):

"**Administrator**" means a person authorised to manage the Service using the Customer Portal.
"**Availability Service Credit**" has the meaning given in Paragraph 12.2.
"**Availability Service Level**" has the meaning given in Paragraph 12.1.
"**Average Bandwidth Consumption**" means the average Bandwidth consumption rate the Supplier calculates over 90 days following from the start of the Service, based on your defined parameter of your Bandwidth daily consumption quota, either by Location or application classes, used for Bandwidth usage control purposes in order to prioritise business critical applications.
"**Bandwidth**" means the volume of various classes of information that flows through your Internet traffic and as defined by you in the Order.
"**BT Managed Security Service**" means a range of graded security management services which can be used in association with, and as an overlay to the Service.
"**BT Managed Security Service Schedule to the General Terms**" means a Schedule for the BT Managed Security Service that is available at www.bt.com/terms and upon request.
"**BT Network**" means the communications network owned or leased by BT and used to provide the Service.
"**Business Hours**" means between the hours of 0800 and 1700 in a Business Day.
"**Co-operative Mitigation**" has the meaning as set out in paragraph 3.5.
"**Customer Contact**" has the meaning given in Paragraph 8.1.1.
"**Customer Data**" means the data inputted by you or Users for the purpose of using the Services.
"**Customer Equipment**" means any equipment including any software, other than BT Equipment, used by you in connection with a Service.
"**Customer Transaction Logs**" means the metadata of all network traffic sent to or received by the Supplier from or to you in your use of the Service.
"**Customer Portal**" has the meaning given in Paragraph 2.2.
"**Data Packet**" means a unit of data made into a single Internet Protocol (IP) package that travels along a given network path.
"**Devices**" means any equipment, including but not limited to laptops and servers, used by you or your employees to provide or gain an access to your applications, systems and platforms.
"**Domain Name Service**" or "**DNS**" means a directory system which translates numeric IP Addresses into Domain Names to identify users on the Internet.
"**DNS Transaction**" means a recursive DNS query sent from you through your use of the Service.
"**Eagle-i Platform**" means the solution through which BT shall provide enriched incident alerts and identify any IOCs as part of the Managed Cloud Security Enhanced by Eagle-i Service.
"**End-User Identities**" means usernames and passwords that are used by your employees to gain access to your applications, systems and platforms.
"**File Transfer Protocol**" or "**FTP**" means standard network protocol used to transfer files from one host to another host over a TCP-based network, such as the Internet.
"**Hyper-Text Transfer Protocol**" or "**HTTP**" means an application protocol for distributed, collaborative, hypermedia information systems.
"**Hyper-Text Transfer Protocol Secure**" or "**HTTPS**" means a communications protocol for secure communication over a computer network, with especially wide deployment on the Internet.
"**Incident**" means an unplanned interruption to, or a reduction in the quality of, the Service or particular element of the Service.
"**Indicators of Compromise**" or "**IOCs**" are pieces of forensic data, such as data found in system log entries or files, that identify potentially malicious activity on a system or network.
"**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.
"**IP Address**" means a unique number on the Internet of a network card or controller that identifies a device and is visible by all other devices on the Internet.
"**Known Virus**" means a virus that, at the time of receipt of content by the Supplier: (i) a signature has already been made publicly available, for a minimum of one hour for configuration by the Supplier's third party commercial scanner; and (ii) is included on the Wild List held at http://www.wildlist.org and identified as being "**In the Wild**" by a minimum of three Wild List participants.

"**Latency Service Credit**" has the meaning given to it in Paragraph 12.4.
"**Latency Service Level**" has the meaning given to it in Paragraph 12.3.
"**Location**" means a specific access point to the Internet in connection with the Service.
"**Managed Cloud Security Enhanced by Eagle-i Service"** or "**Eagle-i Service**" means the Service component outlined at Paragraph 3.4.
"**Mitigation Action**" means a recommended mitigating action which should be taken to address the impact of IOCs identified by BT.
"**NSS Service**" has the meaning given to it in Paragraph 3.4.1(a).
"**NSS Virtual Machine**" means a machine which receives copies of traffic logs in real time via a secure tunnel in a highly compressed format from the Zscaler cloud, decompresses and detokenizes these logs, then applies specified filters and formats for streaming to a security incident and event management solution.
"**Planned Maintenance**" means any Maintenance BT has planned to do in advance.
"**Professional Services**" means those services proved by BT which are labour related services.
"**Prohibited Jurisdiction**" has the meaning given in Paragraph 6.9.2.
"**Raw Transaction Log**" means the metadata of all network traffic sent to or received from you through your use of the Service.
"**Recurring Charges**" means the Charges for the Service or applicable part of the Service that are invoiced repeatedly in every payment period (e.g. every month), as set out in the Order.
"**Schedule**" means the BT Managed Security Service Schedule to the General Terms.
"**Service**" has the meaning given in Paragraph 1.
"**Service Credit**" means any agreed remedy for BT Supplier's failure to meet a Service Level, and, if any, as more fully described in this Schedule or set out in an Order.
"**Service Desk**" means the helpdesk that will be available 24x7x365 for the Customer Contact to contact to submit service requests, report Incidents and ask questions about the Service.
"**Service Level**" means any agreed minimum level of Service to be achieved by BT or its Supplier with respect to a Service.
"**Service Management Boundary**" has the meaning given in Paragraph 4.1.
"**Service Options**" has the meaning given in Paragraph 3.
"**Service Software**" means the Supplier's cloud based "**Zscaler Internet Access**" or "**Zscaler Private Access**" platform, as applicable.
"**Session**" means any non-HTTP or HTTP request sent to or from you through your use of the Service.
"**Site**" means a location at which the Service is provided.
"**Standard Service Components**" has the meaning given in Paragraph 2.
"**Summarised Transaction Logs**" means the summarised versions of the Raw Transactions Logs.
"**Supplier**" means Zscaler, Inc., a Delaware corporation, having its principal place of business at 110 Baytech Drive, Suite 100, San Jose, CA 95134-2304, USA.
"**Supplier IP Rights**" has the meaning given in Paragraph 6.4.2.
"**Supplier Technology**" has the meaning given in Paragraph 6.4.1.
"**Supplier's Acceptable Use Policy**" means Zscaler Acceptable Use Policy as published, set out and may be amended or supplemented from time to time at: https://www.zscaler.com/acceptable_use_policy.php.
"**Supplier's Privacy Policy**" means Zscaler's Privacy Policy as published, set out and may be amended or supplemented from time to time at https://www.zscaler.com/privacy-policy.php
"**Surcharge Data Centres**" means the Supplier infrastructure that may be used to perform the Service located in territories as defined by the Supplier and updated from time to time, details of which are available on request from BT.
"**Ticket**" means the unique reference number provided by BT for an Incident and that may also be known as a "**fault reference number**".
"**Transaction**" means an HTTP or HTTPS request sent to or from you through your use of the Service.
"**Trust Portal**" means an online Portal provided by the Supplier that provides details of service availability, service incidents, scheduled maintenance and such other details as the Supplier may make available from time to time.
"**Uniform Resource Locator**" or "**URL**" means a character string that points to a resource on an intranet or the Internet.
"**User**" means any person you allow to use the Service.
"**User Subscription**" means a right for a specific individual User to access the Internet using the Service. (Note: in an environment where no User authentication is present, every 2,000 DNS Transactions per day flowing through the Service will be attributed to one User Subscription i.e. the number of User Subscription used would be calculated by dividing the total number of DNS Transactions flowing through the Service per day by 2,000).
"**Virus Capture Rate Service Credit**" has the meaning given in Paragraph 13.2.
"**Virus Capture Rate Service Level**" has the meaning given in Paragraph 13.1.
"**Wild List**" means the list of viruses In the Wild as maintained by the Wild List Organisation.
"**Zscaler Client Connector**" means the application allowing access to the Service through certain mobile operating systems and computers.

"**Zscaler Private Access**" or "**ZPA**" means a software-based cloud service that provides seamless and secure remote access to internal applications, regardless of where they exist and without placing Users on the customer's network.
"**Zscaler Private Access Service Level**" has the meaning given in Paragraph 14.1.
"**Zscaler Private Access Service Credit**" has the meaning given in Paragraph 14.3.1.