



# BT Managed DDoS Security UK

## Annex to the BTnet (Internet Connect UK) Schedule

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### A note on 'you'

'You' and 'your' mean the Customer.

### Application of this Annex

The following terms and conditions will apply where you are contracting for the BT Managed DDoS Security UK Service. They apply in addition to:

- (a) conditions contained within the BTnet (Internet Connect UK) Schedule to the General Terms; and
- (b) the Order.

Where this Annex varies any Paragraph in the BTnet (Internet Connect UK) Schedule, the variation applies to the BT Managed DDoS Security UK Service in this Annex only, unless expressly stated.

## Part A – The BT Managed DDoS Security UK Service

### 1 Service Summary

BT will provide you with a service that mitigates attacks by profiling normal Internet traffic behaviour and proactively monitoring the Internet traffic routing to your Internet connection. DDoS detects floods, worm and anomalous traffic behaviour and in these circumstances and appropriate to the Service Option, BT will instigate mitigation which will permit legitimate traffic to proceed. The BT Managed DDoS Security UK Service is comprised of:

- 1.2 the Standard Service Components; and
- 1.3 any of the Service Options as set out in any applicable Order, up to the point of the Service Management Boundary as set out in Paragraph 4 (the "BT Managed DDoS Security UK Service").

### 2 Standard Service Components

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

- 2.1 a service that monitors your BTnet (Internet Connect UK) Service in the UK only and alerts against DDoS Attacks;
- 2.2 a Service Desk for you to report Incidents to;
- 2.3 monitoring of traffic on Managed Object(s);
- 2.4 investigation of anomalous traffic patterns; and
- 2.5 Alerts.

### 3 Service Options

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

#### 3.1 Bronze Life, Bronze, Silver and Gold Service Options

The specifications of the Service Options are as set out in the table below. All Service Options provide a automated detection of attacks. The different Service Option levels set out in the table below will dictate the types of attacks detected.

Service Option specification	Bronze Life	Bronze	Silver	Gold
<b>DDoS Mitigation</b>	Once only on demand at PE Router.	Unlimited Cloud.	Unlimited Cloud.	Unlimited Cloud.
<b>Response Time to DDoS Attack</b>	1 hour response (Mon-Fri 09:00 to 17:00 UK time excluding public holidays).	Automated mitigation 24x7x365 – typically mitigation will be triggered within 9 minutes of attack.	Automated mitigation 24x7x365 - typically mitigation will be triggered within 9 minutes of attack.	Automated mitigation 24x7x365 - typically mitigation will be triggered within 9 minutes of attack.
<b>Managed Object / Mitigation Template</b>	Generic based on link speed.	1 x Managed Object / a Mitigation Template tailored to you.	3 x Managed Object / a Mitigation Template tailored to you.	5 x Managed Object / a Mitigation Template tailored to you.



Service Option specification	Bronze Lite	Bronze	Silver	Gold
<b>Alerting Service</b>	High Alert auto email to you and BT sales contacts.	High Alert auto email to you and BT sales contacts.	High Alert auto email to you and BT sales contacts.	High Alert auto email to you and BT sales contacts.
<b>Traffic reports and Alert options available via the Portal.</b>	No.	Yes.	Yes.	Yes.
<b>Ability to modify reports via the Portal.</b>	No.	Yes.	Yes.	Yes.
<b>Reach In / Reach out to CCO</b>	No.	No. Reach In limited to initial set up (Monday – Friday 09:00 to 17:00 excluding public holidays).	No Reach Out. 24x7x365 Reach In – reactive support under attack / suspected attack.	24x7x365 Reach In / Reach Out – pro-active High Alerts.
<b>Service Requests (amendments to DDoS configurations and actions)</b>	No.	No.	Up to 16 service requests per annum (Monday – Friday 09:00 to 17:00 excluding public holidays).	Unlimited service requests (Monday – Friday 09:00 to 17:00 excluding public holidays).
<b>Fast Flood (Faster detection and mitigation)</b>	No.	No.	Yes – mitigation time < 1 min.	Yes – mitigation time < 1 min.
<b>Security ops monitoring</b>	No.	No.	24x7x365 monitoring.	24x7x365 pro-active monitoring.
<b>Incident Management</b>	Mitigation for single continuous period (maximum up to 72 hours).	Unlimited auto-mitigations.	Unlimited auto-mitigations plus manual mitigation.	Unlimited auto-mitigations plus manual mitigation.

### 3.2 Managed DDoS edge defence

- (a) Managed DDoS edge defence is available with the Bronze, Silver and Gold Service Options.
- (b) BT will:
  - (i) provide the Managed DDoS edge defence; and
  - (ii) install and configure the Managed DDoS edge defence at the Site.
- (c) Once installed and configured at your Site, Managed DDoS edge defence will provide:
  - (i) protection against Application Layer Attacks; and
  - (ii) reports detailing real time attacks, blocked hosts, countries where the attack originated and historical trends via the Portal.
- (d) BT may provide you with a HSM Module at an additional Charge, if requested by you, as set out in any applicable Order.
- (e) BT will provide you with Tier 1 Maintenance or Tier 3 Maintenance for Managed DDoS edge defence for the Maintenance Term at an additional Charge, in accordance with Paragraphs 10 and 11 and as set out in any applicable Order.

## 4 Service Management Boundary

- 4.1 BT will provide and manage the BT Managed DDoS Security UK Service as set out in Parts A, B and C of this Annex and as set out in the Order up to demarcation points as set out in the remainder of this Paragraph 4 ("**Service Management Boundary**").
- 4.2 For BT Managed DDoS Security UK Service provided as a cloud service only (with no Managed DDoS edge defence), the Service Management Boundary is set out in Paragraph 4.3 of the BNet (Internet Connect UK) Schedule.
- 4.3 For Managed DDoS Security UK Service with Managed DDoS edge defence, the Service Management Boundary is:
  - 4.3.1 where there is no firewall between the Managed DDoS edge defence and the Customer Router, the Ethernet port linking the Managed DDoS edge defence to the Customer Router; or



- 4.3.2 where there is a firewall between the Managed DDoS edge defence and the Customer Router, the Ethernet port linking the Managed DDoS edge defence to your firewall.
- 4.4 BT will have no responsibility for the BT Managed DDoS Security UK Service outside the Service Management Boundary.
- 4.5 BT does not make any representations, whether express or implied, about the interoperability between the BT Managed DDoS Security UK Service and any Customer Equipment.

## 5 Specific Terms and Conditions

### 5.1 Minimum Period of Service

- 5.1.1 At the end of the BT Managed DDoS Security UK Minimum Period of Service, unless one of us has given Notice to the other of an intention to terminate the BT Managed DDoS Security UK Service in accordance with the Contract, BT will continue to provide the BT Managed DDoS Security UK Service and where applicable the Managed DDoS edge defence and each of us will continue to perform our obligations in accordance with the Contract.
- 5.1.2 If either of us gives Notice to the other of an intention to terminate the BT Managed DDoS Security UK Service, BT will cease delivering the BT Managed DDoS Security UK Service and the Managed DDoS edge defence at the time of 23:59 on the day that the Notice period expires.
- 5.1.3 Upon termination of the BTnet (Internet Connect UK) Service:
- the BT Managed DDoS Security UK Service and Managed DDoS edge defence will terminate irrespective of the BT Managed DDoS Security UK Minimum Period of Service and the Managed DDoS edge defence Minimum Period of Service; and
  - where you terminate the BTnet (Internet Connect UK) Service in accordance with Clause 17 of the General Terms, BT will apply the Termination Charges for BT Managed DDoS Security UK Service and Managed DDoS edge defence as set out in 5.15. These Termination Charges will apply in addition to any Termination Charges applicable to BTnet (Internet Connect UK) Service.

### 5.2 Service Option Upgrades and Downgrades

At any time, you may request a move from one of the Service Options set out in Paragraph 3.1 to another.

- 5.2.1 If you decide to upgrade to a higher Service Option, the following terms will apply:
- no Termination Charges will be payable for the Service Option that you are moving from;
  - BT will re-calculate the Charges for the upgraded Service Option; and
  - a new BT Managed DDoS Security UK Minimum Period of Service will apply to the upgraded Service Option, which BT will advise you of at the time of upgrading.
- 5.2.2 If you decide to downgrade to a lower Service Option, the following terms will apply:
- you will pay the Termination Charges for the Service Option that you are moving from, as set out in Paragraph 5.15 below;
  - BT will re-calculate the Charges for the downgraded Service Option; and
  - a new BT Managed DDoS Security UK Service Minimum Period of Service will apply to the downgraded Service Option, which BT will advise you of at the time of downgrading.

### 5.3 Suspension and Termination

- 5.3.1 Where BT believes that a Malicious Attack or frequent Malicious Attacks threaten the BT Network or are having a significant impact on BT's other customers:
- BT may (without Notice) prevent incoming traffic coming to the target of the Malicious Attack and deny traffic to that target to all areas of the BT Network, which may mean in some instances the target under attack may lose some or all Internet service; and
  - BT will make all reasonable efforts to keep you informed of reasons for suspension and anticipated timescale for resumption of Internet service and to resume Internet service as soon as possible.
- 5.3.2 Where the BTnet (Internet Connect UK) Service provided under this Contract is terminated for any reason:
- the BT Managed DDoS Security UK Service and any Managed DDoS edge defence included in the Contract will automatically terminate; and
  - where the termination is by you in accordance with Clause 17 of the General Terms, you will pay the Termination Charges set out in Paragraph 5.15 of this Annex.

### 5.4 Service Limitations

- 5.4.1 BT will not be able to detect and mitigate all Malicious Attacks.
- 5.4.2 In some circumstances the mitigation may also filter out legitimate traffic.



- 5.4.3 BT will not be liable for any failure to detect and/or mitigate any Malicious Attack or for filtering out legitimate traffic.
- 5.4.4 If you have purchased the Managed DDoS edge defence and the HSM Module, BT is not responsible for monitoring encrypted traffic for which BT has not been provided a valid certificate.

### 5.5 Purchased Equipment

Until title in any Purchased Equipment transfers to you in accordance with Paragraph 5.7, you will:

- 5.5.1 keep the Purchased Equipment safe and without risk to health;
- 5.5.2 only use the Purchased Equipment, or allow it to be used, in accordance with any instructions or authorisation BT may give and for the purpose for which it is designed;
- 5.5.3 not move the Purchased Equipment or any part of it from the Site(s) without BT's written consent and, including after title in any Purchased Equipment transfers to you in accordance with Paragraph 5.7, you will pay BT's costs and expenses reasonably incurred as a result of such move or relocation;
- 5.5.4 not make any alterations or attachments to, or otherwise interfere with, the Purchased Equipment, including after title in any Purchased Equipment transfers to you in accordance with Paragraph 5.7, nor permit any person (other than a person authorised by BT) to do so, without BT's prior written consent and, if BT gives its consent, agree that any alterations or attachments are part of the Purchased Equipment;
- 5.5.5 not sell, charge, assign, transfer or dispose of or part with possession of the Purchased Equipment or any part of it;
- 5.5.6 not allow any lien, encumbrance or security interest over the Purchased Equipment, nor pledge the credit of BT for the repair of the Purchased Equipment or otherwise;
- 5.5.7 not claim to be owner of the Purchased Equipment and ensure that the owner of the Site(s) will not claim ownership of the Purchased Equipment, even where the Purchased Equipment is fixed to the Site(s);
- 5.5.8 obtain appropriate insurance against any damage to or theft or loss of the Purchased Equipment;
- 5.5.9 in addition to any other rights that BT may have, reimburse BT for any losses, costs or liabilities arising from your use or misuse of the Purchased Equipment or where the Purchased Equipment is damaged, stolen or lost, except where the loss or damage to Purchased Equipment is a result of fair wear and tear or caused by BT;
- 5.5.10 ensure that the Purchased Equipment appears in BT's name in your accounting books;
- 5.5.11 where there is a threatened seizure of the Purchased Equipment, or an Insolvency Event applies to you, immediately provide BT with Notice so that BT may take action to repossess the Purchased Equipment; and
- 5.5.12 notify any interested third parties that BT owns the Purchased Equipment.

### 5.6 Delivery and Installation of Purchased Equipment

- 5.6.1 You will provide BT with the name and contact details of at least one individual who is responsible for receiving the Purchased Equipment at the Site(s).
- 5.6.2 BT will dispatch any Purchased Equipment for delivery to the applicable Site as set out in any applicable Order.
- 5.6.3 BT will install any Purchased Equipment at the applicable Site(s), and test Purchased Equipment to ensure that it is ready for use.

### 5.7 Transfer of Title and Risk

- 5.7.1 Where the Purchased Equipment is delivered to a Site:
  - (a) title in the Purchased Equipment (except for the Intellectual Property Rights) will pass to you when you have paid for the Purchased Equipment in full; and
  - (b) risk will pass to you on delivery of the Purchased Equipment, but you will not be liable for any loss or damage that is caused by BT's negligence.

### 5.8 Acceptance of Purchased Equipment

- 5.8.1 BT will treat the Purchased Equipment as accepted on the Service Start Date.

### 5.9 Warranty

- 5.9.1 During the period of 90 days from shipment by the manufacturer (or any other period that BT advises you in a Notice), if you report an Incident in accordance with Paragraph 8, that is due to Faulty Equipment BT will, or will arrange for the manufacturer or other third party to, replace the Purchased Equipment free of charge.



- 5.9.2 You will return the Purchased Equipment affected by an Incident, at your own cost, to BT or to the manufacturer or other third party, in accordance with BT's instructions, using the packaging supplied with the Replacement Equipment within a reasonable period of time after receipt of the Replacement Equipment. You will provide tracking information to BT once you have dispatched the Purchased Equipment.
- 5.9.3 Where Replacement Equipment is provided by BT, the equipment removed will become BT's property.
- 5.9.4 BT may charge you a sum not exceeding the value of the Replacement Equipment, if:
- (a) no Incident is found in the Purchased Equipment;
  - (b) the Incident is not covered by the warranty;
  - (c) the warranty period for the Purchased Equipment has expired; or
  - (d) you have not returned the Purchased Equipment in accordance with Paragraph 5.9.2.
- 5.9.5 During the process of replacement of the Purchased Equipment, you may be vulnerable to Application Layer Attacks and Managed DDoS edge defence will no longer function. The remainder of the BT Managed DDoS Security UK will continue to operate as normal.
- 5.9.6 BT does not warrant that the Software supplied in accordance with the Contract is free from Incidents, but BT will remedy any defects that materially impair performance (where necessary, by arrangement between both of us) within a reasonable time.
- 5.10 Security**
- 5.10.1 You will ensure the proper use of any user names, personal identification numbers and passwords used with the Purchased Equipment, and you will take all necessary steps to ensure that they are kept confidential, secure and not made available to unauthorised persons.
- 5.10.2 BT does not guarantee the security of the Purchased Equipment against unauthorised or unlawful access or use.
- 5.11 Software Licence**
- 5.11.1 On and from the Service Start Date, or, where BT installs any Purchased Equipment, from the date of installation, you will comply with the provisions of any Software licences provided with or as part of any Purchased Equipment.
- 5.12 EULA**
- 5.12.1 Where BT configures or installs Software on your behalf for Managed DDoS edge defence, BT will do so as your agent and bind you to the end user licence agreement with the Supplier in the form set out at <https://www.netscout.com/sites/default/files/2019-01/NetScout-Systems-End-User-Product-License-Agreement.pdf>, as may be amended or supplemented from time to time by the Supplier ("**EULA**").
- 5.12.2 You will observe and comply with the EULA for any use of the applicable Software.
- 5.12.3 In addition to what it says in Clause 15 of the General Terms, if you do not comply with the EULA, BT may restrict or suspend Managed DDoS edge defence upon reasonable Notice, and:
- (a) you will continue to pay the Charges for Managed DDoS edge defence until the end of the Managed DDoS edge defence Minimum Period of Service; and
  - (b) BT may charge a re-installation fee to re-start Managed DDoS edge defence.
- 5.12.4 You will enter into the EULA for your own benefit and the rights, obligations, acknowledgements, undertakings, warranties and indemnities granted in accordance with the EULA are between you and the Supplier and you will deal with the Supplier with respect to any loss or damage suffered by either of you as such loss or damage will not be enforceable against BT.
- 5.13 WEEE Directive**
- 5.13.1 You will comply with Article 13 of the Waste Electrical and Electronic Equipment Directive 2012 ("**WEEE Directive**") for the costs of collection, treatment, recovery, recycling and environmentally sound disposal of any equipment supplied under the Contract that has become waste electrical and electronic equipment ("**WEEE**").
- 5.13.2 For the purposes of Article 13 of the WEEE Directive this Paragraph 5.13 is an alternative arrangement to finance the collection, treatment, recovery, recycling and environmentally sound disposal of WEEE.
- 5.13.3 You will comply with any information recording or reporting obligations imposed by the WEEE Directive.
- 5.14 Invoicing**
- 5.14.1 BT will invoice you for the Charges for the BT Managed DDoS Security UK Service as set out in Paragraph 5.14.3 in the amounts specified in any Orders.



- 5.14.2 The Charges for the BT Managed DDoS Security UK Service will begin on the Service Start Date and are fixed for the BT Managed DDoS Security UK Minimum Period of Service. All Charges will be calculated in accordance with the charging information attached to the Order.
- 5.14.3 Unless stated otherwise in an applicable Order, BT will invoice you for the following Charges in the amounts set out in any applicable Order:
- (a) the Recurring Charges as set out in the Order, monthly in advance and for any period where the BT Managed DDoS Security UK Service is provided for less than one month, the Recurring Charges will be calculated on a daily basis;
  - (b) Installation Charges, where applicable, on the Service Start Date;
  - (c) Charges for Purchased Equipment from the Service Start Date. If the Service Start Date does not take place within three months of you placing an Order for the Purchased Equipment, BT may invoice you for any Charges for Purchased Equipment from three months after the date you place an Order for the Purchased Equipment;
  - (d) Tier 1 Maintenance or Tier 3 Maintenance Charges, where applicable, in advance from the date of installation of the Managed DDoS edge defence;
  - (e) Charges for the Professional Services where applicable for this BT Managed DDoS Security UK Service, as set out in the Order, on the Service Start Date, or agreed during the term of the Contract; and
  - (f) any Termination Charges incurred in accordance with Paragraph 5.15 upon termination of the relevant BT Managed DDoS Security UK Service.
- 5.14.4 BT may invoice you for any of the following Charges in addition to those set out in the Order:
- (a) Charges for providing the Professional Services outside of Business Hours;
  - (b) 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;
  - (c) Charges for commissioning the BT Managed DDoS Security UK Service in accordance with Paragraph 6.2 outside of Business Hours;
  - (d) Charges for Replacement Equipment where you have not returned equipment in accordance with Paragraphs 5.9.4, 10.8 and 11.8;
  - (e) Charges for expediting provision of the BT Managed DDoS Security UK Service at your request after BT has informed you of the Customer Committed Date; and
  - (f) any other Charges set out in any applicable Order or otherwise agreed between both of us.
- 5.15 Termination Charges**
- 5.15.1 If you terminate for convenience the Contract or the BTnet (Internet Connect UK) Service in accordance with Clause 17 of the General Terms the BT Managed DDoS UK Security Service will terminate
- 5.15.2 Where the BT Managed DDoS Security UK Service terminates in accordance with Paragraph 5.15.1 or if you terminate the BT Managed DDoS UK Service or the Managed DDoS edge defence for convenience in accordance with Clause 17 of the General Terms, you will pay BT:
- (a) all outstanding Charges or payments due and payable under the Contract;
  - (b) any other Charges as set out in any applicable Order; and
  - (c) any Charges reasonably incurred by BT from a supplier as a result of early termination of the BT Managed DDoS Security UK Service or Managed DDoS edge defence.
- 5.15.3 In addition to the Charges set out at Paragraph 5.15.2, if termination of the BT Managed DDoS Security UK Service or Managed DDoS edge defence occurs within the BT Managed DDoS Security UK Service Minimum Period of Service or the Managed DDoS edge defence Minimum Period of Service, you will pay BT:
- (a) for any parts of the BT Managed DDoS Security UK Service including Managed DDoS edge defence terminated during the first 12 months of the Relevant Minimum Period of Service, Termination Charges, as compensation, equal to:
    - (i) 100 per cent of the Recurring Charges for any remaining months of the first 12 months of the Relevant Minimum Period of Service;
    - (ii) 20 per cent of the Recurring Charges for the remaining months, other than the first 12 months of the Relevant Minimum Period of Service; and
    - (iii) any waived Installation Charges.
- 5.15.4 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.





## 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 Managed DDoS Security UK Service, BT will:

- 6.1.1 provide you with contact details for the Service Desk; and
- 6.1.2 comply with all reasonable health and safety rules and regulations and reasonable security requirements that apply at the Site(s) and that you have 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 its obligations under this Contract.

#### 6.2 Commissioning of the Service

Before the Service Start Date, BT will:

- 6.2.1 configure the BT Managed DDoS Security UK Service;
- 6.2.2 conduct a series of standard tests on the BT Managed DDoS Security UK Service to ensure that it is configured correctly; and
- 6.2.3 on the date that BT has completed the activities in this Paragraph 6.2, confirm to you the Service Start Date.

#### 6.3 During Operation

On and from the Service Start Date, BT:

- 6.3.1 in the event of a Malicious Attack being detected or advised to BT:
  - (a) will provide automatic Alerts or advice by telephone (depending on the Service Option chosen by you), including advice as appropriate on tests and checks to be carried out by you;
  - (b) carry out diagnostic checks from BT's premises; and
  - (c) will mitigate the Malicious Attack by:
    - (i) automated mitigation; or
    - (ii) manual mitigation (if agreed between both of us);
- 6.3.2 will maintain a web Portal to provide you with online access to performance reports;
- 6.3.3 may, in the event of a security breach affecting the BT Managed DDoS Security UK Service, require you to change any or all of your passwords to the Portal; and
- 6.3.4 upgrade software/enhance functionality.

#### 6.4 End of the Service

6.4.1 On termination of the Managed DDoS edge defence Service Option by either one of us, BT will remove the configuration from the BT Managed DDoS edge defence and you will no longer receive the protection and reports set out in Paragraph 3.2(c).

### 7 Your Obligations

#### 7.1 Service Delivery

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

- 7.1.1 provide BT with any information reasonably required without undue delay, including full details of the Managed Object(s);
- 7.1.2 advise BT immediately of any changes to the Managed Object(s), authorised traffic and/or the contact details of the Customer Contact;
- 7.1.3 provide BT with details of the Managed Object(s) via the Mitigation Templates;
- 7.1.4 complete and agree the Mitigation Template;
- 7.1.5 provide BT with access to your Site(s) where necessary, during Business Hours, or as otherwise agreed, to enable BT to set up, deliver and manage the BT Managed DDoS Security UK Service and to respond to Incidents;
- 7.1.6 complete any preparation activities that BT may request to enable you to receive the BT Managed DDoS Security UK Services promptly and in accordance with any reasonable timescales;
- 7.1.7 notify BT in writing of any health and safety rules and regulations and security requirements that apply at a Site;





- 7.1.8 prepare and maintain the Site(s) for the installation of Purchased Equipment and supply of the BT Managed DDoS Security UK Service, including:
- (a) providing a suitable and safe operational environment for any Purchased Equipment including all necessary trunking, conduits, cable trays, and telecommunications connection points in accordance with BT's reasonable instructions and applicable installation standards;
  - (b) take up or remove any fitted or fixed floor coverings, ceiling tiles and partition covers or provide any openings in buildings required to connect Purchased Equipment to appropriate telecommunications facilities in time to allow BT to undertake any necessary installation or maintenance services;
  - (c) carry out any work that may be required after installation to make good any cosmetic damage caused during installation or maintenance;
  - (d) provide a secure, continuous power supply at the Site(s) for the operation and maintenance of the Purchased Equipment at such points and with such connections as BT specifies and, in order to mitigate any interruption to the BT Managed DDoS Security UK Service resulting from failure in the principal power supply, provide back-up power with sufficient capacity to conform to the standby requirements of the applicable standards; and
  - (e) provide internal cabling between the Purchased Equipment and any Customer Equipment, as appropriate;
- 7.1.9 if you purchase the HSM Module as part of Managed DDoS edge defence,
- (a) maintain a cryptographic store complete with the latest versions of your encryption certificates in a password protected PEM format; and
  - (b) inform BT when you:
    - (i) add new encrypted services;
    - (ii) revoke and re-initiate new certificates; and
    - (iii) cease or delete encryption certificates.
- 7.2 **Service Operation**
- On and from the Service Start Date, you will:
- 7.2.1 take any steps that BT advises you to take in the event of prolonged and frequent Malicious Attacks;
- 7.2.2 ensure that the Customer Contact reports Incidents and Malicious Attacks initially to the Service Desk using the reporting procedures agreed between both of us, and will be available for all subsequent Incident and Malicious Attack management communications;
- 7.2.3 immediately terminate access for any Customer Contact who ceases to be an authorised Customer Contact;
- 7.2.4 monitor and maintain any Customer Equipment connected to the BT Managed DDoS Security UK Service or used in connection with a BT Managed DDoS Security UK Service;
- 7.2.5 ensure that any Customer Equipment that is connected to the BT Managed DDoS Security UK Service or that you use, directly or indirectly, in relation to the BT Managed DDoS Security UK 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 BT Managed DDoS Security UK Service and will not harm or damage the BT Network or any of BT's supplier's or subcontractor's network or equipment; and
  - (c) approved and used in accordance with relevant instructions, standards and Applicable Law and any safety and security procedures applicable to the use of that Customer Equipment;
- 7.2.6 immediately disconnect any Customer Equipment, or advise BT to do so at your expense, where Customer Equipment:
- (a) does not meet any relevant instructions, standards or Applicable Law; or
  - (b) contains or creates material that is in breach of the Acceptable Use Policy and you are contacted by BT about such material;
- and redress the issues with the Customer Equipment prior to reconnection to the BT Managed DDoS Security UK Service;
- 7.2.7 maintain a written list of current Users, provide a copy of such list to BT within five Business Days following BT's written request at any time and immediately terminate access for any person who ceases to be an authorised User; and
- 7.2.8 ensure the security and proper use of all valid User access profiles, passwords and other systems administration information used in connection with the BT Managed DDoS Security UK Service and:
- (a) immediately terminate access for any person who is no longer a User;



- (b) 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;
- (c) take all reasonable steps to prevent unauthorised access to the BT Managed DDoS Security UK Service;
- (d) satisfy BT's security checks if a password is lost or forgotten; and
- (e) change any or all passwords or other systems administration information used in connection with the BT Managed DDoS Security UK Service if BT requests you to do so in order to ensure the security or integrity of the BT Managed DDoS Security UK Service.

### 7.3 The End of the Service

- 7.3.1 On termination of the of the Managed DDoS edge defence Service Option by either one of us, you will disconnect the Additional CPE from the BT Managed DDoS Security UK Service.

## 8 Notification of Incidents

### 8.1 Where you become aware of an Incident:

- 8.1.1 the Customer Contact will report it to the Service Desk;

8.1.2 BT will:

- (a) give you a Ticket;
- (b) provide advice by telephone, including where appropriate advice tests and checks to be carried out by you; and
- (c) where possible, carry out diagnostic checks from BT's premises and you will co-operate in diagnosing Incidents by carrying out any diagnostic and test routines requested by BT or included in the manufacturer's instructions.

8.1.3 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 following BT's attempt to contact you.

8.1.4 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 work to resolve the Incident.

8.1.5 Where BT becomes aware of an Incident, Paragraphs 8.1.2, 8.1.3 and 8.1.4 will apply.



## Part C –Service Targets and Managed DDoS edge defence Maintenance

### 9 Service Availability

#### 9.1 Availability Service Targets

From the Service Start Date, BT will aim to provide the BT Managed DDoS Security UK Service with target availability as follows:

- 9.1.1 99.95% availability at all times, subject to the terms of this Contract.  
(the “**Availability Service Target**”).

### 10 Tier 1 Maintenance

If you purchase Tier 1 Maintenance for Managed DDoS edge defence:

- 10.1 the Maintenance Term will be as set out in the Order and will be equal to or less than the Managed DDoS edge defence Minimum Period of Service;
- 10.2 you may upgrade to Tier 3 Maintenance at any time during the Maintenance Term at an additional Charge;
- 10.3 if you cancel the Tier 1 Maintenance at any time during the Maintenance Term, BT will not refund to you any Charges for the Tier 1 Maintenance paid in advance;
- 10.4 if Managed DDoS edge defence is terminated by either of us, the Tier 1 Maintenance will terminate automatically and BT will not refund to you any Charges for the Tier 1 Maintenance paid in advance, regardless of what it says elsewhere in the Contract;
- 10.5 you will report an Incident due to faulty design, maintenance or materials in the Purchased Equipment to BT in accordance with Paragraph 8;
- 10.6 if BT confirms to you that the Incident is due to Faulty Equipment:
- 10.6.1 BT will, or will arrange for the manufacturer or other third party to replace the Faulty Equipment with Replacement Equipment free of charge;
- 10.6.2 BT will or will arrange for the Replacement Equipment to be dispatched to you within 10 days of you reporting the Incident to BT; and
- 10.6.3 you will return the Purchased Equipment confirmed as covered by the Managed DDoS edge defence to BT or to the manufacturer or other third party, in accordance with BT's instructions, at your own cost, using the packaging provided with the Replacement Equipment within 10 days of you reporting the Incident to BT;
- 10.7 where Replacement Equipment is provided by BT, the removed Faulty Equipment will become BT's property;
- 10.8 BT may charge you a sum not exceeding the value of the Replacement Equipment, if:
- 10.8.1 no Incident is found in the Faulty Equipment; or
- 10.8.2 the Faulty Equipment is not returned within a 10 day period commencing from the Incident being reported in accordance with Paragraph 8; and
- 10.9 during the process of replacement of the Faulty Equipment, you may be vulnerable to Application Layer Attacks. The remainder of the BT Managed Security UK Service will continue to operate as normal.

### 11 Tier 3 Maintenance

If you purchase Tier 3 Maintenance for the Managed DDoS edge defence:

- 11.1 the Maintenance Term will be as set out in the Order and will be equal to or less than the Managed DDoS edge defence Minimum Period of Service;
- 11.2 you may downgrade to Tier 1 Maintenance at the end of the Maintenance Term;
- 11.3 if you cancel the Tier 3 Maintenance at any time during the Maintenance Term, BT will not refund to you any Charges for the Tier 3 Maintenance paid in advance;
- 11.4 if Managed DDoS edge defence is terminated by either of us, the Tier 3 Maintenance will terminate automatically and BT will not refund to you any Charges for the Tier 3 Maintenance paid in advance, regardless of what it says elsewhere in the Contract;
- 11.5 you will report an Incident due to faulty design, maintenance or materials in the Purchased Equipment to BT in accordance with Paragraph 8;
- 11.6 if BT confirms to you that the Incident is due to Faulty Equipment:
- 11.6.1 BT will, or will arrange for the manufacturer or other third party to replace the Faulty Equipment with Replacement Equipment free of charge;



- 11.6.2 BT will or will arrange for the Replacement Equipment to be dispatched to you within 24 hours of you reporting the Incident to BT in accordance with Paragraph 8, and you will make available an individual to receive the Replacement Equipment; and
- 11.6.3 you will return the Faulty Equipment to BT or to the manufacturer or other third party, in accordance with BT's instructions, at your own cost, using the packaging supplied with the Replacement Equipment as soon as reasonably possible after reporting the Incident to BT;
- 11.7 where Replacement Equipment is provided by BT, the removed Faulty Equipment will become BT's property;
- 11.8 BT may charge you a sum not exceeding the value of the Replacement Equipment, if:
  - 11.8.1 no Incident is found in the Faulty Equipment; or
  - 11.8.2 you have not returned the Faulty Equipment in accordance with Paragraph 11.6.3; and
- 11.9 during the process of replacement of the Faulty Equipment, you may be vulnerable to Application Layer Attacks. The BT Managed DDoS Security UK Service will continue to operate as normal.



## Part D – Defined Terms

### 12 Defined Terms

In addition to the defined terms in the General Terms and in the Schedule, capitalised terms in this Annex will have the following meanings (and in the case of conflict between these defined terms and the defined terms in the General Terms or the Schedule, these defined terms will take precedence for the purposes of this Annex):

**“Application Layer Attacks”** is a form of denial-of-service (DDoS Attack) where attackers target the application layer of the Open Systems Interconnection model. The attack over-exercises specific functions or features of a website with the intention to disable those functions or features. This application-layer attack is different from an entire network attack.

**“Alert”** means notification by BT to you by email or any other means agreed between both of us of a Malicious Attack.

**“Availability Service Target”** has the meaning given in Paragraph 9.1.

**“BT Managed DDoS Security UK Service”** has the meaning given in Paragraph 1.

**“BT Managed DDoS Security UK Minimum Period of Service”** means a period of 12, 36 or 60 consecutive months beginning on the Service Start Date, as set out in an Order.

**“BTnet (Internet Connect UK) Service”** means BT's data services that allow you to connect to the Internet using a range of access methods at a variety of speeds over the BT Network.

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

**“Core Network”** means BT's network infrastructure between and including the PoP, but does not include the Access Line between your Site(s) and the PoP.

**“Cyber Commercial Operations”** or **“CCO”** means the BT team supporting cyber security monitoring for customers.

**“Customer Equipment”** means any equipment including any Purchased Equipment and software, other than BT Equipment, used by you in connection with a BT Managed DDoS Security UK Service.

**“Customer Router”** means the Internet access router owned by you.

**“DDoS”** means Distributed Denial of Service.

**“DDoS Attack”** means an attack in which multiple compromised computer systems attack a target, such as a server, website or other network resource, and cause a denial of service for users of the targeted resource.

**“EULA”** has the meaning given in Paragraph 5.12.1.

**“Fast Flood”** means a service by which a DDoS Attack can be detected quicker and mitigation therefore commenced with less delay and service impact.

**“Faulty Equipment”** means for the purposes of:

- (a) the warranty, a fault in the Purchased Equipment that is due to faulty design, maintenance or materials or BT's negligence; or
- (b) Purchased Equipment included in Tier 1 or Tier 3 Maintenance that develops a fault that BT confirms is covered by Tier 1 Maintenance or Tier 3 Maintenance; and
- (c) the fault is not caused by:
  - (i) the Purchased Equipment not being properly kept, used or maintained in accordance with the manufacturer's or BT's instructions, if any;
  - (ii) modification of the Purchased Equipment without BT's consent;
  - (iii) damage, interference with or maintenance of the Purchased Equipment by persons other than BT or a third party authorised by BT;
  - (iv) faulty design by you where the Purchased Equipment has been customised or integrated into your systems to your design; or
  - (v) fair wear and tear.

**“General Terms”** means the general terms to which the Schedule and this Annex are attached or can be found at [www.bt.com/terms](http://www.bt.com/terms), and that form part of the Contract.

**“High Alert”** means a high level of traffic for a significant period which indicates a likelihood that a customer may be under a DDoS Attack.

**“HSM Module”** means a hardware security module that is a physical computing device that safeguards and manages digital keys for strong authentication and provides cryptoprocessing. These modules traditionally come in the form of a plug-in card or an external device that attaches directly to a computer or network server.

**“Incident”** means an unplanned interruption to, or a reduction in the quality of, the BT Managed DDoS Security UK Service or particular element of the BT Managed DDoS Security UK Service.

**“Installation Charges”** means those Charges set out in any applicable Order in relation to installation of the BT Managed DDoS Security UK Service or Purchased Equipment, as applicable.

**“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.

“**Maintenance Term**” means the a period of 12, 36 or 60 consecutive months for which you purchase Tier 1 Maintenance or Tier 3 Maintenance, as set out in an Order.

“**Malicious Attack**” means a DDoS Attack, DDoS flood, protocol misuse and behaviour anomaly based attack.

“**Managed DDoS edge defence**” means the Purchased Equipment (including Software embedded in or run on such equipment), provided, maintained or managed by BT as part of the BT Managed DDoS Security UK Service and which is located at a Site, access to which can be granted by you to BT.

“**Managed DDoS edge defence Minimum Period of Service**” means a period of 12, 36 or 60 consecutive months beginning on the Service Start Date, as set out in an Order.

“**Managed Object**” means a range of IP Addresses that BT will monitor and thresholds that will be used to trigger an Alert and subsequently automated mitigation.

“**Mitigation Template**” means the form which sets out the section of countermeasures that will be applied when the system goes into automatic or manual mitigation, and will be agreed by you and BT.

“**Provider Edge Routers**” or “**PE Routers**” means the equipment on the edge of the BT Network where Access Lines are terminated and customer traffic enters the Core Network.

“**Portal**” means a secure shared website that enables you to view service information, request changes and download service reports.

“**Professional Services**” means assistance with the implementation, configuration of the BT Managed DDoS Security UK Service and operational assistance.

“**Reach In**” means that in addition to the automated mitigation (and Alerts) BT can be contacted to assist and support customers who are either under attack or fear they will be attacked.

“**Reach Out**” means that in addition to the automated mitigation (and Alerts), BT will actively monitor the traffic on the customer’s network and pro-actively investigate any High Alerts and advise the customer of any action to take.

“**Recurring Charges**” means the monthly fees payable by you for the BT Managed DDoS Security UK Service or applicable part of the BT Managed DDoS Security UK Service that are invoiced repeatedly in every payment period (e.g. monthly), as set out in any applicable Order.

“**Relevant Minimum Period of Service**” means the BT Managed DDoS Security UK Minimum Period of Service or the Managed DDoS edge defence Minimum Period of Service as applicable.

“**Replacement Equipment**” means the replacement equipment provided by BT under Paragraphs 5.9.1, 10.6 and 11.6.

“**Schedule**” means the BTnet (Internet Connect UK) Schedule to the General Terms.

“**Service Desk**” means the helpdesk that you are able to contact to submit service requests, report Incidents and ask questions about the BT Managed DDoS Security UK Service.

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

“**Service Options**” has the meaning given in Paragraph 3.

“**Site**” means a location at which the BT Managed DDoS Security UK Service is provided.

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

“**Supplier**” means Westcon Group European Operations Limited, Chandler’s House Wilkinson Road, Love Lane Industrial Estate, Cirencester, Gloucestershire, GL7 1YT.

“**Termination Charges**” means those Charges incurred in accordance with Paragraph 5.15.

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

“**Tier 1 Maintenance**” means the maintenance option for Managed DDoS edge defence set out in Paragraph 10.

“**Tier 3 Maintenance**” means the maintenance option Managed DDoS edge defence set out in Paragraph 11.

“**Unlimited Cloud**” means a service where BT provides you with an unlimited number of mitigations, through its cloud based system.

“**WEEE**” has the meaning given in Paragraph 5.13.

“**WEEE Directive**” has the meaning given in Paragraph 5.13.