BT Managed Endpoint Security Microsoft Service Annex to the BT Managed Security Service Schedule

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BT Managed Endpoint Security Microsoft Annex

Application of this Annex

This Annex sets out the additional terms that will apply where BT provides you with the BT Managed Endpoint Security Microsoft Service. The terms of this Annex apply in addition to the terms set out in:

(a) the Schedule; and
(b) the General Terms.

A note on 'you'

'You' and 'your' mean the Customer.

Words defined in the General Terms

Words that are capitalised but have not been defined in this Annex have the meanings given to them in the General Terms or the Schedule.

Part A – The BT Managed Endpoint Security Microsoft Service

1 Service Summary

1.1 BT will provide you with a right to access and use the service to protect your endpoints from cyber threats, detect advanced attacks and data breaches, automate your Security Incidents and improve your security posture comprising:

1.1.1 the Standard Service Components; and

1.1.2 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 ("**BT Managed Endpoint Security Microsoft Service**" or "**Service**").

2 Standard Service Components

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

2.1 **Service Features**

2.1.1 You will choose one of the Managed Service Packages, some of the features of which are set out in the table below, as set out in any applicable Order:

	Foundation	Foundation Plus	Premium
Service Features			
Next Generation Protection	✓	✓	✓
Endpoint Detection and Response	✓	✓	✓
Automated Investigation and Remediation	✓	✓	✓
Attack Surface Reduction	✓	✓	✓
Threat and Vulnerability Management	✓	✓	✓
Microsoft Threat Experts	✗	✗	✓ (optional)

2.2 **Next Generation Protection**: BT will provide you with anti-virus protection to protect your devices in the cloud.

2.3 **Endpoint Detection and Response:** BT will provide you with a capability which provides real-time advanced attack detections. When an attack is detected, an alert will be created which will be analysed by a BT SOC analyst. Similar attacks are aggregated into an Incident, which the BT SOC analysts will collectively investigate and will respond to your security threats.

2.4 **Automated Investigation and Remediation:** the Service will automatically investigate and remediate threats to reduce the number of alerts that must be investigated individually.

2.5 **Attack Surface Reduction:** BT will provide you with a set of capabilities for first line defence of your endpoints to resist attacks and exploitation.

2.6 **Threat and Vulnerability Management:** this is a built-in capability that discovers and prioritises endpoint vulnerabilities in real-time.

3 Service Options

BT will provide you with the following option, at an additional Charge, ("**Service Options**") as set out in any applicable Order and in accordance with the details as set out in that Order:

3.1 **Microsoft Threat Experts**

If you have selected the Premium Package and also acquired any relevant additional licences from Microsoft, the Microsoft Threat Experts Service Option is also available at an extra Charge. This is a managed threat hunting service that provides expert level monitoring and analysis to provide proactive hunting, prioritisation and additional context and insights to identify and respond to threats quickly and accurately.

4 Service Management Boundary

4.1 BT will provide and manage the Service in accordance with Parts A, B and C of this Annex and as set out in any applicable Order up to the Microsoft Security Centre Portal ("**Service Management Boundary**").

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

4.3 BT does not make any representations, whether express or implied, about whether the Service will operate in combination with any Customer Equipment or other equipment and software.

5 Associated Services and Third Parties

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

5.1.1 an Internet connection;

5.1.2 an IP Address; and

5.1.3 a Supplier licence,

(each an "**Enabling Service**").

5.2 In accordance with Paragraph 8.1.6 of this Annex, it is your responsibility to procure a Supplier licence for you to use the Service.

5.3 If BT provides you with any services other than the Service (including, but not limited to any Enabling Service) this Annex will not apply to those services and those services will be governed by their separate terms.

6 Specific Terms

6.1 **EULA**

6.1.1 BT will only provide the Service if you have entered into the end user licence agreement with the Supplier in the form set out at https://www.microsoft.com/licensing/docs/customeragreement, as may be amended or supplemented from time to time by the Supplier ("**EULA**").

6.1.2 You will observe and comply with the EULA for any use of the applicable Software.

6.1.3 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 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.

6.1.4 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.

6.1.5 Where the EULA 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 EULA.

6.2 **Additional Cancellation, Suspension and Termination Rights**

6.2.1 BT may terminate the Contract or any part of the Contract immediately if the Supplier terminates your access to the Microsoft Security Centre Portal at any time. BT will not be liable to you for such termination.

6.2.2 BT will not be liable to you if the Supplier temporarily disables your licence for legal or regulatory reasons or breach by you of the EULA.

6.3 **Amendments to the General Terms**

The definition of Force Majeure Event in the General Terms is deleted and replaced with the following:

"**Force Majeure Event**" means any event that neither of us can control and that stops or delays either of us from doing something, including:

(a) natural event including a flood, a storm, lightning, a drought, an earthquake, or seismic activity;
(b) an epidemic or a pandemic;
(c) a terrorist attack, civil war, civil commotion or riots, war, the threat of war, preparation for war, an armed conflict, an imposition of sanctions, an embargo or a breaking-off of diplomatic relations;
(d) cyber terrorism;
(e) any law made or any action taken by a government or public authority, including not granting or revoking a licence or a consent;
(f) collapsing buildings, a fire, explosion or accident; or
(g) any labour or trade dispute, a strike, industrial action or lockouts.

Part B – Service Delivery and Management

7 BT's Obligations

7.1 **Commissioning of the Service**

Before the Service Start Date, BT will:

7.1.1 connect the Service to each Enabling Service; and

7.1.2 on the date that BT has completed the activities in this Paragraph 7.1 and Paragraph 5.2 of the Schedule, confirm to you that the Service is available for performance of any Acceptance Tests in accordance with Paragraph 8.2 of this Annex.

7.2 **During Operation**

On and from the Service Start Date, BT:

7.2.1 will respond and use reasonable endeavours to remedy an Incident without undue delay and in accordance with the Service Care Support target response times in Part C of this Annex if BT detects an Incident;

7.2.2 will use reasonable endeavours to inform you of any maintenance that is carried out on the Service by the Supplier from time to time;

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

7.2.4 will, if you have selected the Foundation Plus Package or Premium Package, provide you with specific reports on Security Incidents on a quarterly or monthly basis depending on the Managed Service Package you have chosen.

8 Your Obligations

8.1 **Service Delivery**

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

8.1.1 you will, as and to the extent required by Applicable Law, notify your Users that their Personal Data may be processed for the purpose of disclosing it to law enforcement or other governmental authorities when required by Applicable Law as determined by BT and obtain your Users' consent to such disclosure;

8.1.2 you will grant BT rights as Delegated Administrator to access your Managed Endpoint Security Microsoft Tenant;

8.1.3 if you accept BT as a Delegated Administrator, consent to the Supplier and its Affiliates (as defined in the EULA) providing BT with Customer Data and Administrator Data (both as defined in the EULA) for the purposes of provisioning, administering and supporting the Service in accordance with the EULA;

8.1.4 you will consent to BT, as a Delegated Administrator, having access to your Personal Data stored in the Microsoft Security Centre Portal;

8.1.5 you may de-authorise BT as a Delegated Administrator through your Managed Endpoint Security Microsoft Tenant at any time. BT will not be able to administer or support your Service on your behalf if you de-authorise BT as a Delegated Administrator;

8.1.6 you will, regardless of Paragraph 5.6 of the Schedule, be responsible for all aspects of procuring and downloading the relevant Microsoft Defender Endpoint licences, and deploying licensed agent software to the endpoint Devices selected;

8.1.7 you will provide a named contact to request any SSRs required, in accordance with Paragraph 2.14 of the Schedule, via MyAccount.

8.2 **Acceptance Tests**

8.2.1 You will carry out the Acceptance Tests for the Service within five Business Days after receiving Notice from BT in accordance with Paragraph 7.1.2 of this Annex ("**Acceptance Test Period**").

8.2.2 The Service is accepted by you if you confirm acceptance in writing during the Acceptance Test Period or is deemed as being accepted by you if you do not provide BT with Notice to the contrary by the end of the Acceptance Test Period.

8.2.3 Subject to Paragraph 8.2.4 of this Annex, the Service Start Date will be the earlier of the following:

(a) the date that you confirm or BT deems acceptance of the Service in writing in accordance with Paragraph 8.2.2 of this Annex; or

(b) the date of the first day following the end of the Acceptance Test Period.

8.2.4 If, during the Acceptance Test Period, you provide BT Notice that the Acceptance Tests have not been passed, BT will remedy the non-conformance without undue delay and provide you Notice that BT has remedied the non-conformance and inform you of the Service Start Date.

8.3 **During Operation**

On and from the Service Start Date, you will:

8.3.1 inform BT within five Business Days if the number of Users increases by more than 5 per cent from the number of Users set out in any applicable Order and, in these circumstances, or if BT can demonstrate by management reports that the number of Users exceeds that limit, BT may increase the Charges proportionately; and

8.3.2 ensure that you carry out any software updates on your endpoints in-life. BT will not be responsible for carrying out software updates on your endpoints and BT will not be liable if you have not updated your endpoints with any appropriate software updates issued by the Supplier.

8.4 **The End of the Service**

8.4.1 On termination of the Service by either of us, you will reclaim full control of your administrator rights for access to your Microsoft Security Centre Portal.

Part C – Service Care Support

9 Service Care Support

9.1 The Service Targets and Service Levels are as set out in Part C of the Schedule.

Part D – Defined Terms

10 Defined Terms

In addition to the defined terms in the General Terms and the Schedule, capitalised terms in this Annex will have the below meanings (and in the case of conflict between these defined terms and the defined terms in the General Terms and the Schedule, these defined terms will take precedence for the purposes of this Annex). BT has repeated some definitions in this Annex that are already defined in the General Terms and the Schedule. This is to make it easier for you to find the definitions when reading this Annex

"**Acceptance Test Period**" has the meaning given in Paragraph 8.2.1.
"**Acceptance Tests**" means the objective tests conducted by you that when passed confirm that you accept the Service and that the Service is ready for use save for any minor non-conformities that will be resolved as an Incident in accordance with Paragraph 8.2 of this Annex.
"**Attack Surface Reduction**" means the Standard Service Component set out in Paragraph 2.5.
"**Automated Investigation and Remediation**" means the Standard Service Component set out in Paragraph 2.4.
"**BT Managed Endpoint Security Microsoft Service**" has the meaning given in Paragraph 1.
"**BT SOC**" means the BT security operations centre.
"**Client Service Manager**" or "**CSM**" means the security manager appointed by BT who will work with you in respect of the activities as set out in Paragraph 2.3 of the Schedule.
"Delegated Administrator" means the global administrative access BT requires to administer and provide support to your Managed Endpoint Security Microsoft Tenant. As a Delegated Administrator, BT may perform tasks including but not limited to adding Users, resetting passwords, troubleshooting and adding domains.
"**Enabling Service**" has the meaning given in Paragraph 5.1.
"**Endpoint Detection and Response**" means the Standard Service Component set out in Paragraph 2.3.
"**EULA**" has the meaning given in Paragraph 6.1.1.
"**General Terms**" means the general terms to which this Schedule is attached or can be found at www.bt.com/terms, and that form part of the Contract.
"**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.
"**Managed Endpoint Security Microsoft Tenant**" means a dedicated server on Azure cloud on which the M365 Security Centre Portal is hosted.
"**Microsoft Security Centre Portal**" means the Supplier portal that allows you to manage your Microsoft products. Access to this portal is granted to you through your Supplier licence and not through BT.
"**Microsoft Threat Experts**" means the Service Option set out in Paragraph 3.1.
"**Minimum Period of Service**" means a period of 12 consecutive months beginning on the Service Start Date, unless set out otherwise in any applicable Order.
"**MyAccount**" means the Customer portal where you can raise SSRs to make changes to the Service.
"**Next Generation Protection**" means the Standard Service Component set out in Paragraph 2.2.
"**Priority**" means Priority 1, Priority 2, Priority 3, Priority 4 or Priority 5.
"**Priority 1**" or "**P1**" has the meaning given to it in the table set out at Paragraph 9.
"**Priority 2**" or "**P2**" has the meaning given to it in the table set out at Paragraph 9.
"**Priority 3**" or "**P3**" has the meaning given to it in the table set out at Paragraph 9.
"**Priority 4**" or "**P4**" has the meaning given to it in the table set out at Paragraph 9.
"**Priority 5**" or "**P5**" has the meaning given to it in the table set out at Paragraph 9.
"**Schedule**" means the Managed Security Service Schedule to the General Terms.
"**Security Incident**" means a single unwanted or unexpected security event, or series of events, consisting of the actual or potential (attempt underway) exploitation of an existing vulnerability, and that has a significant probability of compromising business operations and threatening information security.
"**Service Care Support**" means the times to respond to or repair an Incident that BT will endeavour to achieve in response to a fault report as set out in the table at Paragraph 9.
"**Service Desk**" means the helpdesk that you are able to contact to submit service requests, report Incidents and ask questions about the Service.
"**Service Management Boundary**" has the meaning given in Paragraph 4.1.
"**Service Options**" has the meaning given in Paragraph 2.2.
"**SSR**" means the simple service request service as set out in Paragraph 2.14 of the Schedule.
"**Standard Service Components**" has the meaning given in Paragraph 1.1.
"**Supplier**" means Microsoft Inc., a company registered in the US of One Microsoft Way, Redmond, Washington 98052-6399.
"**Threat and Vulnerability Management**" means the Standard Service Component set out in Paragraph 2.6.