

1. Definitions

The following definitions apply, in addition to those in the General Terms and Conditions and the General Services Schedule of the Agreement.

“Administrator” means a Customer authorized person responsible for managing the Service via the Customer Portal as described in Clause 3 below.

“Advanced Persistent Threat” means a cyber-threat which uses a variety of intelligence gathering techniques to access sensitive information, typically repeatedly and over an extended period of time.

“Bots” means a computer connected to the Internet that has been compromised with Malicious Content to perform activities under the control of a remote administrator.

“Change Request” has the meaning given in Clause 8.1.

“Customer Portal” means Zscaler’s Internet-based portal that enables the Customer to administer and report on the Service.

“End User Subscription Agreement” means the license agreement for the Service Software to be entered into between the Customer and Zscaler substantially in the form set out in Appendix 1, as may be amended or supplemented from time to time by Zscaler.

“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.

“Helpdesk” means BT’s helpdesk that can be accessed by the Customer for support with the Service Software in accordance with the contact details notified to the Customer by BT.

“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.

“Internet” means the global data network comprising interconnected networks using the TCP/IP protocol suite.

“Malicious Content” means software used to disrupt computer operation, gather sensitive information, or gain access to private computer systems.

“Peer-to-Peer” or **“P2P”** means denoting networks in which each computer can act as a server for the others, allowing shared access to files and peripherals without the need for a central server.

“Service” has the meaning given in Clause 2.1.

“Service Software” means the Internet cloud security service software licensed to the Customer by Zscaler in accordance with the End User Subscription Agreement.

“Uniform Resource Locator” or **“URL”** means the full address for a website on the Internet.

“Virtual Private Network” or **“VPN”** means extending a private network across a public network, such as the Internet by establishing a virtual point-to-point connection through the use of dedicated connections, encryption, or a combination of the two.

“Zscaler” means Zscaler, Inc., a Delaware corporation, having its principal place of business at 110 Baytech Drive, Suite 100, San Jose, CA 95134-2304, USA.

2. Service Overview

2.1. BT will provide the Customer with:

- (a) the ability to access the Service Software via the Customer Portal; and

- (b) Helpdesk support for the Service Software, (the “**Service**”).
- 2.2. The Service Software will perform any of the following functions selected by the Customer as set out in the Order:
- (a) URL filtering that permits or denies User access to URL’s or categories of URL’s;
 - (b) anti-virus services that block web-based file downloads containing viruses;
 - (c) anti-spyware services that detect and stops a wide range of spyware;
 - (d) advanced threat protection that protects Users against previously unidentified threats including Advanced Persistent Threats, Bots, P2P and Malicious Content;
 - (e) web 2.0 control that provides the Customer with granular control over access to webmail, instant messaging services and social network websites;
 - (f) bandwidth control that provides the Customer with control over bandwidth usage and prioritisation and compression of web traffic;
 - (g) web data loss prevention that allows the Customer to inspect all HTTP and HTTPS traffic leaving the Customer’s organisation;
 - (h) web access control that allows the Customer to specify which web browsers and versions can be used;
 - (i) encrypted VPN that allows the Customer to forward traffic to the cloud through an encrypted VPN connection; and
 - (j) SSL control that provides the Customer with control and inspection of User encrypted web access.
- 3. Customer Portal**
- 3.1. BT will provide the Customer with a secure (HTTPS) website and log in details that will enable the Customer to access Zscaler’s Customer Portal.
- 3.2. The Customer may allow multiple Administrators to access the Customer Portal. The Customer is required to give each Customer Administrator a unique login and provide full access or read only privileges specific to each. This functionality allows a unique, single super User account that can create multiple Administrators.
- 3.3. The Customer Portal enables the Customer Administrator 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.
- 4. Service Delivery**
- 4.1. BT aims to provide the Service within 10 (ten) Business Days from the date that a correctly completed Order and all technical information reasonably required by BT has been received from the Customer.
- 4.2. BT will notify the Customer that the Service has been enabled, and provide activation support to the Customer. A provisioning email will be sent to the Customer that will explain the necessary technical changes needed to make to use of the Service.
- 4.3. BT will provide Helpdesk support to the Customer, in accordance with information that will be provided during the activation support.

5. BT's Responsibilities

- 5.1. BT is not an agent or legal representative of Zscaler for any purpose, and has no authority to act for, bind, or commit Zscaler. BT is selling the right for the Customer to order the Service Software directly from Zscaler, at no additional charge other than those Charges payable to BT as set out in this Agreement and the Order.
- 5.2. Liability for the provision of the Service Software and the Customer Portal is governed by the End User Subscription Agreement and the Customer must make any claims relating to the Service Software directly with Zscaler in accordance with the End User Subscription Agreement.
- 5.3. BT is not responsible for any faults with the Service Software or the Customer Portal; or for any losses or liabilities that occur as a result of such faults.
- 5.4. The Service Management Boundary for the Service is the point where the Customer's traffic (inbound or outbound) is presented to any infrastructure owned or controlled by Zscaler. The Service excludes the Customer's Internet transport and end client configuration.

6. The Customer's Responsibilities

The Customer will be responsible for the following:

- 6.1. the provision, maintenance and payment for its access connection to the Internet or any equipment necessary to make such connection.
- 6.2. directing external HTTP, HTTPS and FTP over HTTP requests (including all attachments, macros or executable) through the Service. The configuration settings required to direct this external traffic via the Service are made and maintained by the Customer (with assistance and support from BT as reasonably required) and are dependent on the Customer's technical infrastructure. The Customer should ensure that internal HTTP/HTTPS/FTP over HTTP traffic (eg to the corporate intranet) is not directed via the Service
- 6.3. supplying BT with technical data and any other information BT may reasonably request from time to time to allow BT to supply the Service.
- 6.4. informing BT 14 (fourteen) days in advance and provide details of any changes to the Customer network that may impact the working of the Service. If this information is not provided, BT may be delayed or unable to arrange for any necessary changes to the Service configuration and will have no liability for such delay or failure.
- 6.5. informing BT within 10 (ten) days if the number of Users increases by more than 5% from the number of Users set out on the Order. In these circumstances, or if BT can demonstrate by Web traffic logs that the number of Users exceeds that limit, BT may increase the Charges accordingly.
- 6.6. creating their own login/password combinations for access to the Customer Portal for use by the Customer or its agents. At the Customer's sole discretion, the Customer may assign one (1) login combination to BT personnel. The Customer is responsible for its agents' use of these IDs.
- 6.7. all aspects of security policy configuration, including setting up User Groups. This is done via the Customer Portal. In no event shall BT be liable for any consequences arising from a mis-specification of the Customer's security requirements, or from unforeseen consequences of a correctly specified and correctly implemented service configuration.
- 6.8. Before using the Service, agreeing to be bound by the terms of the End User Subscription Agreement . By accepting the terms of the End User Subscription Agreement the Customer hereby acknowledges these conditions and to observe them for any and all use of the Service.
- 6.9. acknowledging that the Service cannot ensure prevention or detection of all threats and unauthorised actions.

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BT Reference No. ** _ **** _ ****

7. Charges and Payment Terms

- 7.1. The Customer will pay the Charges in accordance with the General Terms and Conditions of this Agreement.
- 7.2. The Charges for the Service will comprise some or all of the following components, depending on the options selected on the Order.

Pricing Component	One-time Charge	Recurring Charge	Notes
Web Security Suite	None	Monthly per User	Choice of packages comprising different features.
Web Security Add-Ons	None	Monthly per User	Choice of options offering additional features.
Bandwidth Surcharges	None	Monthly per User	Charges applied according to User populations in some specified countries.
Consulting & Engineering Services	Fixed Charges (relating to days support requested)	Monthly Charge as % of other Recurring Charges	Range of Services offered to support Customer, before and after Service initiation.
Private Service Options	None	Monthly per item	Options for Customer installation of dedicated service components.

8. Changes to Customer Requirements.

- 8.1. The Customer may request to (a) add Users to an existing Service, and/or (b) add Service options to the existing Service, which will be agreed by the Parties in an additional Order (“Change Request”).
- 8.2. If the Change Request is made:
- (a) more than 60 (sixty) days from the end of the current Minimum Period of Service, the Charges will be increased in accordance with the Change Request; or
 - (b) within 60 (sixty) days or less from the end of the current Minimum Period of Service, the Charges will be increased in accordance with the Change Request and a new Minimum Period of Service will apply as set out in the additional Order.

9. Minimum Period of Service.

- 9.1. Unless otherwise agreed on an Order, the Minimum Period of Service will be a one (1) year period beginning on the Operational Service Date.

10. Termination and Early Termination

- 10.1. In variance to the general terms and conditions of the Agreement, the notice period for termination of the Service shall be thirty (30) days in advance.
- 10.2. In variance to the General Service Schedule, if the Customer terminates the Service before the end of the Minimum Period of Service, then the Customer must pay, by way of compensation, all remaining Monthly Charges for the Service until the end of the Minimum Period of Service.

11. Service Levels

The Service Levels set out in the General Service Schedule do not apply to the Service.

APPENDIX 1

END USER SUBSCRIPTION AGREEMENT

This End User Subscription Agreement ("**Agreement**") is entered into and effective as of _____, 20__ ("**Effective Date**") by and between Zscaler, Inc., a Delaware corporation, having its principal place of business at 110 Baytech Drive, Suite 100, San Jose, California 95134 ("**Zscaler**") and _____, a _____ corporation, having its principal place of business at _____ ("**Customer**").

WHEREAS, Customer has ordered one or more Zscaler services (collectively, the "**Services**") from an authorized reseller of Zscaler;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Zscaler and Customer agree that this Agreement will govern the rights and obligations of Customer and Zscaler with respect to the Services as follows:

1. SUBSCRIPTION RIGHT; PROPRIETARY RIGHTS; RESTRICTIONS

- 1.1. Subscription Grants. Subject to the terms and conditions set forth in this Agreement, Zscaler grants Customer a non-exclusive, non-transferable, non-assignable right to access and use the Service for the purpose, time period, and number of purchased Seats. "**Seat**," as used herein, means a subscription for a specific individual user that accesses the Internet in connection with the Services. Each Seat purchased by Customer may be used only by a single, individual named user, and a Seat may never be shared between or used by more than one individual. A Seat may only be transferred from one individual to another if the original individual is no longer permitted to access, and does no longer access, the Internet in connection with the Services.
- 1.2. Proprietary Rights. Customer acknowledges that in providing the Services, Zscaler utilizes (i) the product names associated with the Service and other trademarks; (ii) certain audio and visual information, documents, software and other works of authorship; and (iii) 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 (collectively "**Zscaler Technology**"), and that the Zscaler Technology is covered by intellectual property rights owned or licensed by Zscaler ("**Zscaler IP Rights**"). Customer acknowledges and accepts that, as between the parties, all right, title and interest in and to the Service, and all Zscaler IP Rights associated therewith and therein, shall at all times remain vested in Zscaler and its licensors, and other than the right to use expressly granted in this Agreement, Customer shall acquire no other rights, express or implied, in the Services. Other than as expressly set forth in this Agreement, no license or other rights in the Zscaler IP Rights are granted to the Customer and all such rights are hereby expressly reserved by Zscaler.
- 1.3. Restrictions. Customer shall use the Service solely for its internal business purposes and shall only permit access to the Service by its employees, agents and contractors ("**Customer Personnel**") as contemplated by this Agreement. Customer shall not, and shall not permit or encourage Customer Personnel to: (i) modify, copy or make derivative works based on the Zscaler Technology; (ii) disassemble, reverse engineer, or decompile any of the Zscaler Technology; or (iii) create Internet "links" to or from the Service, or "frame" or "mirror" any of Zscaler's content which forms part of the Service (other than on Customers' own internal intranets). Customer agrees to comply with Zscaler's Acceptable Use Policy as published by Zscaler on its website. Without limiting the restrictions set forth in any Acceptable Use Policy, Customer shall not use the Services to: (i) send SPAM or any other form of duplicative and unsolicited messages, other than marketing and promotional messages to Customer's clients and prospective clients as contemplated by the Service; (ii) transmit through or post on the Service unlawful, immoral, libelous, tortious, infringing, or defamatory material; (iii) transmit material containing software viruses or other harmful or deleterious computer code, files, scripts, agents, or programs; (iv) interfere with or disrupt the integrity or performance of the Service or the data contained therein; (v) attempt to gain unauthorized access to the Service, computer systems or networks related to the Service; or (vi) harass or interfere with another user's use and enjoyment of the Service.

- 1.4. Customer Data. Customer grants to Zscaler a non-exclusive, non-transferable subscription to use, reproduce, store, modify, distribute and display the content of all network traffic sent to or received from Customer through use of the Service (the “**Customer Data**”), solely in connection with providing the Service. In the normal provision of the Service, Zscaler will not access, read or copy Customer Data other than by electronic methods and for the purposes of providing the Services. However, Zscaler may utilize the malware, spam, botnets or other information related to the Service for the purpose of: (i) maintaining and improving the Services, (ii) complying with all legal or contractual requirements, (iii) making malicious or unwanted content anonymously available to its licensors for the purpose of further developing and enhancing the Services, and (iv) anonymously aggregating and statistically analyzing the content and (v) other uses related to analysis of the Services. Zscaler shall have the unrestricted right to use or act upon any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or any other party relating to the Service, to the extent it does not constitute Confidential Information of Customer.
- 1.5. Customer Responsibilities. Customer agrees to comply with all local, state, national and foreign laws and regulations applicable to its use of the Services. Customer is solely responsible for its activities in using the Services, including without limitation the activities of its employees, contractors and any third parties that Zscaler permits to access the Services on behalf of Customer. Customer will supply Zscaler with all technical data and all other information Zscaler may reasonably request from time to time to allow it to supply the Service to Customer.
- 1.6. Automated Queries. The Zscaler Service is designed to protect Customer’s employees as they surf the Internet. The Service must not be used for running automated queries to web services. Such queries must be sent directly. Zscaler reserves the right to block offending source IP addresses in case of misuse.
- 1.7. Excessive Bandwidth Consumption. Zscaler incurs significant bandwidth cost in providing the Service to Customer. If Customer’s bandwidth consumption materially increases from the beginning of its subscription over such subscription term (measured on a per-Seat basis); or if the Customer’s Bandwidth Consumption per user exceeds one hundred and fifty percent (150%) of the Zscaler cloud average, the Customer agrees to work with Zscaler on a bandwidth reduction plan, or to work with Zscaler to renegotiate pricing for the remaining balance of such subscription term. If Zscaler and Customer are not able to reach a mutually agreeable solution, Zscaler may terminate the remaining subscription term of the Customer without any liability to Customer, except that Zscaler shall refund to Customer a pro-rated amount of the service fees in connection with Customer’s subscription for the unused portion (due to Zscaler’s termination) of the Customer’s subscription term.
- 1.8. Data Centers Usage. All standard Data Centers are included in the standard subscription rate. Use of “**Premium Data Centers**” as defined herein will require additional Bandwidth Charges. “Premium Data Centers” are those data centers located in Australia, India, South America and South Africa.
- 1.9. Customer Data upon Expiration of the Subscription. Upon expiration of the Services Subscription, Customer understands that all Customer Data, including any summary counter logs will be deleted by Zscaler, unless Customer has provided written notification to Zscaler no more than sixty (60) days and no less than thirty (30) days prior to expiration, that Customer requests that Zscaler maintain such Customer Data for an additional thirty (30) days, which is subject to an additional fee.
- 1.10. Customer Logo. Zscaler may use Customer’s corporate logo for marketing activities and development of case study and press release.

2. **CONFIDENTIALITY**

- 2.1. Confidential Information. As used herein, “**Confidential Information**” means all information of a party (“**Disclosing Party**”) which the Disclosing Party designates in writing as being confidential when it discloses such information to the other party (“**Receiving Party**”), including without limitation the terms and conditions of this Agreement, the Zscaler Technology, the Service, business and marketing plans, technology and technical information, product designs, and business processes (whether in tangible or intangible form, in written or in machine readable form, or disclosed orally or visually). Confidential Information shall not include any information that: (i) is or becomes generally known to the public without the Receiving Party’s

breach of any obligation owed to the Disclosing Party; (ii) was independently developed by the Receiving Party without the Receiving Party's breach of any obligation owed to the Disclosing Party; or (iii) is received from a third party who obtained such Confidential Information without any third party's breach of any obligation owed to the Disclosing Party.

- 2.2. Non-Use and Non-Disclosure. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission. Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event shall either party exercise less than reasonable care in protecting such Confidential Information. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of this Agreement, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies are inadequate.

3. TERM

- 3.1. Term. This Agreement will be effective as of the Effective Date and shall continue until the expiration or termination of all Seats granted in accordance with this Agreement.
- 3.2. Termination. Zscaler may terminate the Agreement with written notice (i) if Customer breaches any terms and conditions of this Agreement and does not cure such breach within 30 days of receiving notice from Zscaler of such breach; or (ii) if Customer becomes the subject of a petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.
- 3.3. Survival. The following provisions shall survive the termination or expiration of this Agreement for any reason and shall remain in effect after any such termination or expiration: 1.2, 1.3, 1.4, 1.5, 2, 3.3, 4.2, 4.3 and 5.

4. LIMITED WARRANTY; LIMITATION OF LIABILITY

- 4.1. Limited Warranty. Zscaler grants Customer the service level warranties set forth in Exhibit A attached hereto ("**Service Level Warranties**"), subject to the terms and conditions set forth therein.
- 4.2. Disclaimer of Warranties. EXCEPT AS OTHERWISE PROVIDED HEREIN, ANY SERVICES PROVIDED BY ZSCALER EITHER DIRECTLY OR INDIRECTLY ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND TO CUSTOMER OR ANY THIRD PARTY INCLUDING, BUT NOT LIMITED TO, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, EFFORT TO ACHIEVE PURPOSE, QUALITY, ACCURACY, NON-INFRINGEMENT, AND QUIET ENJOYMENT.
- 4.3. Limitation of Liability. EXCEPT FOR BREACHES OF CONFIDENTIAL INFORMATION, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOST PROFITS, LOSS OF DATA, LOSS OF USE, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR UNDER ANY OTHER THEORY OF LIABILITY AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. EXCEPT FOR BREACHES OF CONFIDENTIAL INFORMATION AND CUSTOMER PAYMENT OBLIGATIONS TO ZSCALER, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE USE OF THE SERVICE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AMOUNTS ACTUALLY PAID OR DUE BY CUSTOMER IN RESPECT OF THE APPLICABLE ZSCALER SERVICES MADE AVAILABLE TO CUSTOMER OVER THE 12 MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY.

5. GENERAL

- 5.1. Export Control. Zscaler provides services and uses software and technology that may be subject to the United States export control administered by the U.S. Department of Commerce, the United States Department of Treasury office of Foreign Assets Control, and other U.S. agencies and the export control regulations of Switzerland and the European Union. Customer acknowledges and agrees that the Services shall not be used, and none of the underlying information, software, or technology may be transferred or otherwise exported or re-exported to countries as to which the U.S., Switzerland and/or the European Union

maintains an embargo (collectively “**Embargoed Countries**”), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury’s List of specially Designated Nationals or the U.S. Department of Commerce’s Table of Denial Orders (collectively “**Designated Nationals**”). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. By using the Service, you represent and warrant that you are not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. Customer agrees to comply with all U.S., Swiss and European Union export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required. The Service may use encryption technology that is subject to licensing requirements under the U.S. Export Admin. Regulations 15 D.F.R. parts 730-774 and Council Regulation (EC) No. 1334/2000. Zscaler makes no representations that the Service is appropriate or available for use in other location. If Customer uses the Service from outside the U.S., Switzerland and/or the European Union, Customer is solely responsible for compliance with all applicable laws, including without limitation export and import regulations of other countries.

- 5.2. Notice. All notices under this Agreement shall be in writing and shall be delivered to the addresses notified by the parties to each other by a means evidenced by a delivery receipt, by facsimile or by email. Notice shall be deemed to have been given upon: (i) personal delivery; (ii) the second business day after delivery receipt; (iii) 48 hours after sending by confirmed facsimile; or (iv) 48 hours after sending by email. Notices to Zscaler shall be addressed to its then current corporate headquarters to the attention of its CFO, with a copy to its General Counsel. Notwithstanding anything herein to the contrary, in the case of free trials, notification of termination may be provided through the Service or verbally (in addition to the other ways set forth in this Section); additionally, Zscaler may terminate a free account (e.g. evaluation) at any time in its sole discretion.
- 5.3. Severability. If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be contrary to law, the provision shall be changed by the court or by the arbitrator and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect, unless the modification or severance of any provision has a material adverse effect on a party, in which case such party may terminate this Agreement by notice to the other party.
- 5.4. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior express written consent of the other party. Notwithstanding the foregoing either party may assign this Agreement without consent of the other party in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets which does not involve a direct competitor of the other party. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this Agreement shall be void and of no effect. This Agreement shall be governed exclusively by, and construed exclusively in accordance with, the laws of the United States and the State of California, without regard to its conflicts of law provisions.
- 5.5. Force Majeure. Zscaler shall have no liability for any breach of this Agreement, including without limitation breach of any Service Level Warranties, that is due in whole or in part to the inability to provide service to Customer as a result of (i) an event of Force Majeure; (ii) acts or omissions by Customer or its staff, officers, agents, or contractors that are in contravention of this Agreement (e.g. deliberate self-infliction, including deliberate downloading of viruses); or (iii) acts or omissions of any third parties. For purposes of this Agreement, “**Force Majeure**” shall mean any delay, failure in performance, loss or damage due to: fire, explosion, power blackout, earthquake, flood, severe storms, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism, acts of God, acts or omissions of internet traffic carriers (or other problems inherent in the use of the internet or electronic communications), acts or omissions of regulatory or governmental agencies, or other such causes beyond either party’s reasonable control.
- 5.6. Entire Agreement. This Agreement constitutes the entire agreement between the parties as to its subject matter, and supersedes all previous and contemporaneous agreements, proposals or representations, written or oral, concerning the subject matter of this Agreement. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment, or waiver is to be asserted. The terms and conditions stated in this

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Agreement supersede any different terms and conditions contained in any online “click-through” end user subscription agreement entered into between the parties.

ZSCALER, INC.

CUSTOMER

By: _____

By:

Print Name: _____

Print Name:

Title: _____

Title:

Date: _____

Date:

EXHIBIT A

SERVICE LEVEL WARRANTY

6. General.

6.1. In order for a particular Service Level Warranty to apply, Customer must subscribe to the service that provides such Service Level Warranty (e.g., email warranties only apply to customers that subscribe to email services). For any of the virus and/or spam Service Level Warranties to apply, Customer must utilize the Services in accordance with the recommended anti-spam and anti-virus settings. For any of the availability Service Level Warranties to apply, Customer’s network must be properly configured on a 24X7X365 basis in a manner that allows Customer to take advantage of Zscaler’s redundant global infrastructure that is made available as part of the Services and the applicable service or functionality must be unavailable to at least ten percent (10%) of Customer’s total Seats. For any of the capture rate Service Level Warranties to apply, the Customer’s systems are deemed to be infected if a Known Virus contained in a web / email transaction received through the Service has been activated within the Customer’s systems, either automatically or with manual intervention. In the event that Zscaler detects but does not stop a Known Virus as part of a web / email transaction through the Service, Zscaler will promptly notify the Customer, providing sufficient information to enable the Customer to identify and delete the item. If such notification results in a prevention of infection, the remedy set out for the capture rate Service Level Warranties shall not apply. Failure of Customer to promptly act on such information will invalidate the capture rate Service Level Warranties set forth herein. The Service will scan as much of the traffic downloaded as technically possible. It may not be possible to scan items that are encrypted, encapsulated, tunneled, compressed, modified from their original form for distribution, has product license protection, or under the direct control of the sender (e.g. password protected and/or encrypted items). Such items and/or attachments are excluded from the capture rate Service Level Warranties set forth herein. The remedy set forth herein for each Service Level Warranty shall be Customer’s sole and exclusive remedy, and Zscaler’s sole and exclusive liability, for any breach of such Service Level Warranty. Notwithstanding anything set forth herein or in the Agreement, the maximum cumulative liability of Zscaler for all Service Level Warranties in any calendar month shall be no more than one month in aggregate of additional Zscaler Services.

7. Network Availability.

7.1. Zscaler warrants that the Zscaler Network will be available to accept the Customer’s outbound web requests 100% of the total hours during every month Customer uses the Services (“**Zscaler Availability Warranty**”). Network Availability is computed as a ratio of the number of transactions processed by Zscaler in any calendar month, to the number of transactions that can be legitimately expected to be processed by Zscaler. Failure to meet the Zscaler Availability Warranty results in:

Web Requests Processed & Delivered During a Month by Zscaler Network	Additional Month of Zscaler Services Provided at No Charge
< 100% but >= 99.999%	0%
<99.999% but >= 99.99	10%
< 99.99% but >= 99%	25%
< 99% but >= 98%	50%
< 98%	100%

3. Latency

3.1. Vendor will process and deliver content of End User’s transactions with an average latency over a calendar month of 100 millisecond or less (the “Vendor Latency SLA”) for the 95th percentile of traffic; such SLA is only applicable to qualified web transactions which meet the following criteria:

- 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).
- e) A reasonable level of service consumption on a per user basis (not more than 2,000 transactions per user per day)

The processing and delivering of content is measured from when the Vendor proxy receives the content to the point when the Vendor proxy attempts to transmit the content. Failure to meet the Vendor Latency SLA results in:

Percentile qualified web transactions with average latency less than 100 milliseconds	Additional Month of Zscaler Service Provided at No Charge
< 100 % but >= 95 %	0 %
< 95 % but >= 94 %	25%
< 94 % but >= 90 %	50%
< 90 %	100%

8. Web Transaction Virus Capture.

8.1. Zscaler warrants it will capture 100% of all Known Viruses transmitted through web transactions (the “**Virus Capture Rate Warranty**”). Virus capture rate is calculated by dividing the virus infected web transactions blocked or quarantined by total virus-infected web transactions received by Zscaler on behalf of Customer. “**Known Virus**” means a virus for which, at the time of receipt of content by Zscaler: (i) a signature has already been made publicly available for a minimum of one (1) hour for configuration by Zscaler’s third party commercial scanner; and (ii) is included in the “Wild List” held at <http://www.wildlist.org> and identified as being “In the Wild” by a minimum of two Wild List participants. Failure to meet the Virus Capture Rate Warranty results in:

Virus Capture Rate	Additional Month of Zscaler Services Provided at No Charge
< 100% but >= 99%	25%
< 99% but >= 98%	50%
< 98%	100%

9. Email Availability.

9.1. Zscaler warrants that the Zscaler Email Service will be available to accept the Customer’s inbound and outbound email requests 100% of the total hours during every month (the “**Zscaler Email Availability Warranty**”). Failure to meet the Zscaler Email Availability Warranty results in:

Percent of Time Zscaler Email Service is Available to Process & Deliver Emails during a Month	Additional Month of Zscaler Services Provided at No Charge
< 100% but >= 99.999%	0%
<99.999% but >= 99.99%	10%
< 99.99% but >= 99%	25%

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< 99% but >= 98%	50%
< 98%	100%

10. Email SPAM Capture.

10.1. Zscaler warrants the SPAM capture rate will be >= 99% (the “**Email Spam Capture Rate Warranty**”). Email spam capture rate is calculated by dividing the SPAM messages blocked or quarantined by total SPAM messages received by Zscaler on Customer. Failure to meet the Email Spam Capture Rate Warranty results in:

SPAM Capture Rate	Additional Month of Zscaler Services Provided at No Charge
< 99% but >= 98%	25%
< 98% but >= 97%	50%
< 97%	100%

11. Email Virus Capture.

11.1. Zscaler warrants it will capture 100% of all Known Viruses transmitted through its email service (the “**Email Virus Capture Rate Warranty**”). Email virus capture rate is calculated by dividing the virus infected messages blocked or quarantined by Zscaler through its email service divided by total virus infected messages received by Zscaler on behalf of Customer. Failure to meet the Email Virus Capture Rate Warranty results in:

Virus Capture Rate	Additional Month of Zscaler Services Provided at No Charge
< 100% but >= 99%	25%
< 99% but >= 98%	50%
< 98%	100%