BT Reference No. **-*** -****

1 Definitions

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

"Bot" means an individual member computer of a Botnet.

"Botnet" means a distributed network of computers that have been compromised such that they can be remotely controlled by a third party in order to perform tasks without their owner's knowledge.

"Customer Security Policy" ("CSP") means the rules that are set and owned by the Customer, that dictate the operation of the Service.

"Hosted Service" means a Service in which the Customer Equipment is physically located at one or more BT Sites.

"IPSec" means IP security; it is a standards-based framework that provides layer 3 services for confidentiality, privacy, data integrity, authentication and replay prevention.

2 Service Description

BT's global Managed Security Service ("Service") provides network protection and optimisation at a Customer Site or hosted at a BT Site. The Customer can order BT Managed Firewall Security and/or BT Managed Web Security.

BT Managed Firewall Security provides the Customer with a managed firewall Service located at a Customer Site or hosted at a BT Site.

BT Managed Web Security provides the Customer with a managed web security appliance Service located at a Customer Site or hosted at a BT Site.

The Service controls inbound and outbound access to the Internet, performing functions that may include control of inbound traffic according to tightly controlled exceptions (firewall), managing Users' outbound web access according to pre-defined policy (URL filtering), and scanning traffic to block malware (anti-virus). The Service is made up of various "layers", described in paragraph 2.1 with options according to Customer requirements.

The Service and/or some of the Service components may not be available in all locations. If it is agreed with BT that the Customer will arrange – either in its own name or via a third party – the provision of the Service elements at locations where BT is unable to supply them, then it shall be in accordance with BT's instructions.

2.1 Service Components

The following Service elements are provided by BT.

- 2.1.1 Security Appliance. The Customer may choose from a range of security appliances. Alternatively, BT will recommend an appliance (or appliances) as part of the overall service design. The Customer may request to use Customer Equipment for the Service. BT's agreement to such a request is subject to an assessment by BT that the Customer Equipment is suitable for use with the Service (to be done once the Customer has provided the required information as set forth in section 5.10) and BT's written confirmation that BT can support the Customer Equipment.
- 2.1.2 Security Applications. An appropriate security application licence (eg for firewall or URL filtering software) will be provided by BT as part of the Service.
- 2.1.3 Security Consultancy. BT can provide support for the Customer in producing its CSP, and/or its network design. Additional Charges may apply.
- 2.1.4 Project Managed Installation. A BT project manager will coordinate the Service installation and its commissioning, liaising with the Customer, installers, equipment suppliers and network suppliers, as appropriate (eg according to whether BT Equipment or Customer Equipment is being used).
- 2.1.5 Fault Management. This provides 24x7 customer helpdesks to respond to faults, on-site equipment maintenance backed off to appliance and application vendors, and continuous real-time service monitoring.
- 2.1.6 Configuration Management. BT will implement reasonable Customer-requested changes to the CSP, and upgrade Security Applications according to recommended and tested vendor patches.

BT Reference No. **-*** -****

- 2.1.7 Service Performance reports. Near real-time and/or historic reports are available, for key Service performance metrics, and for security-related events. This may be either via a BT-provided portal, or a BT-provided reporting application installed on a Customer-owned server.
- 2.1.8 High Availability. The Customer can order dual appliance solutions for increased resilience against failure. There are options for hot-standby and load-sharing configurations.
- 2.1.9 Hosted Service option. The Customer can order the Service to be located at one or more BT Sites. A list of Sites where the Service can be supplied is available on request. This option includes onward Internet connectivity. For the Hosted Service option, the Customer must order BT Managed Firewall Security or BT Managed Firewall Security plus BT Managed Web Security.

2.2 Additional Application Options

The following additional application options may be available to order depending on the precise configuration of Service ordered by the Customer.

- 2.2.1 IPSec VPN; supporting site-to-site VPNs (eg between firewalls) or secure remote access.
- 2.2.2 DMZs; LAN segment interfaces provided and managed according to Customer requirements.
- 2.2.3 Intrusion prevention; blocking specific attack profiles.
- 2.2.4 URL Filtering; permitting or denying user access to URL categories or specific URLs.
- 2.2.5 Application Control; permitting or denying user access to application categories or specific applications.
- 2.2.6 AntiMalware; blocking web-based file downloads containing malware (such as viruses, spyware, etc).
- 2.2.7 Anti-Bot / Layer 4 traffic monitoring; intercepting Botnet-related communications.
- 2.2.8 SSL Control (SSL); allowing control and inspection of User encrypted web access (ie https).
- 2.2.9 Instant Messaging Control (IM); control User access and file transfer capabilities.
- 2.2.10 Media Streaming Control; control User access and optimize voice and video media streams.
- 2.2.11 User Groups; define up to five (5) User group profiles for access control policies across applications.
- 2.2.12 Bandwidth Optimisation; prioritisation and compression of traffic through the security appliance.

2.3 Managed BT Equipment

If BT Equipment and related software is provided at a Site as part of the Service, BT will install and manage its maintenance, monitoring and configuration.

2.4 Managed Customer Equipment

If Customer Equipment is provided at a Site, BT will manage its ongoing maintenance, monitoring and configuration for the duration of the Service. In addition, unless specifically agreed otherwise, BT will install additional BT Equipment on the Customer Site, for the purpose of Service monitoring and management.

3 Service Delivery

BT will capture the Customer's requirements on the Order. A BT project manager will contact the Customer and agree installation date(s), including access for 3rd party installers. Once physically installed, BT will remotely configure and commission the Service. The Operational Service Date ("OSD") occurs when BT has configured and commissioned the Service, unless the Customer delays commissioning for any reason, in which case the OSD occurs on the installation date of the appliances.

4 BT's Responsibilities

4.1 Service Management Boundary (SMB)

Depending on the specific requirements of the Customer, except for the Hosted Service option, sections 4.1.1 and/or 4.1.2 will apply. For the Hosted Service option, 4.1.3 (only) will apply.

4.1.1 BT Managed Firewall Security SMB

	<u>Customer</u>	<u>BT</u>			
Internet / WAN side	Ethernet port on Customer Router	_	connecting ner Router	firewall	to

BT Reference No. **-*** -****

LAN side		Cabling to Customer's LAN-side switching, including DMZs	Ethernet port(s) on firewall or BT- provided switch
Analogue Line	Exchange	PSTN socket	Cable connecting BT-provided modem to PSTN socket

4.1.2 BT Managed Web Security SMB

	<u>Customer</u>	<u>BT</u>	
Internet / WAN side	Ethernet port on Customer Firewall	Cable connecting proxy appliance to Firewall	
LAN side	Cabling to Customer's LAN-side switching, including DMZs	Ethernet port(s) on proxy appliance or BT-provided switch	
Analogue Exchange Line	PSTN socket	Cable connecting BT-provided modem to PSTN socket	

4.1.3 Hosted Service options (BT Managed Firewall Security and/ or BT Managed Web Security) (SMB)

	<u>Customer</u>	<u>BT</u>	
WAN side	Physical circuits and VPNs connecting Customer Sites to BT MPLS service, plus VPN connecting Hosted Service to BT MPLS service	Bearer connecting Hosted Service to BT MPLS service	
Internet side	Not applicable	Internet service lines connecting Hosted Service to public Internet	

4.1.4 Any change in the configuration of the Service within the Service Management Boundary is the exclusive right and responsibility of BT. Unless otherwise agreed in writing, the Customer is responsible for making any necessary configuration changes and for in-life management of service elements beyond the Service Management Boundary.

Under no circumstances shall the Customer attempt to make direct changes to the physical or software configuration of the Service without BT's prior written approval.

4.2 Service Management

- 4.2.1 BT will provide the Customer contact(s) with access to a BT portal which will give online access to a range of functions including reports, and placing CSP change requests.
- 4.2.2 To enable BT to monitor the Service proactively and to assist in incident diagnosis, BT has a secure management link to the appliance(s) via the Internet. Also provided is an "out-of-band" link that connects directly to the appliance(s), via a BT provided modem and a Customer-provided PSTN direct exchange line; this allows further remote management and diagnostics capability.

4.3 CSP Change Requests

- 4.3.1 BT will make reasonable endeavours to identify potential unforeseen consequences of Customerrequested CSP changes, and to advise the Customer accordingly. BT will refer incorrectly specified CSP changes back to the Customer.
- 4.3.2 Occasionally BT may identify urgent security issues, such as identification by suppliers of urgent security risks or threats, or identification of a Security breach, that may affect the Customer. These may require BT to undertake Service maintenance or make changes to the CSP. In such cases, BT will contact the Customer and obtain the Customer's agreement, before implementing such changes. BT will not be liable in any way for any Service affecting problems caused by the Customer's failure,

BT Reference No. **-*** -****

delay or refusal to agree to any such changes, and section 7 of the General Service Schedule (Service Levels) shall not apply.

4.3.3 Note that this section 4.3 does not affect BT's rights as defined elsewhere in the Agreement, to maintain the integrity of its network, where issues may be affecting service to other customers.

5 The Customer's Responsibilities

5.1 Customer UserIDs and Passwords

The Customer may request up to five (5) login/password combinations for access to the BT security 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.

5.2 CSP

- 5.2.1 The Customer is responsible for providing BT with its CSP, on the template provided by BT. The CSP sets out the security "rules" that the Service will implement, and as such must be a clear and accurate definition of the Customer's requirements. The rules are statements that allow or prohibit connections between originating and destination addresses, for one or more TCP/IP services.
- 5.2.2 The CSP must be submitted at least twenty (20) Business Days before Customer Committed Date ("CCD"). BT will respond with a security policy document, which must in turn be authorised by the Customer at least ten (10) Business Days before CCD.
- 5.2.3 CSPs can be complex to define, so BT consultancy is available to help capture Customer requirements. If the Customer orders this (chargeable) option, BT will capture the necessary information in consultation with the Customer contact, and will produce the necessary CSP.
- 5.2.4 In no event shall BT be liable for any consequences arising from the Customer's mis-specification of its security requirements in the CSP, or from unforeseen consequences of a correctly specified and correctly implemented CSP.

5.3 CSP Changes

- 5.3.1 A change in the Service configuration rules (and therefore in the CSP) may be required in response to Customer changes; eg if new address ranges are added to the Customer network, if new applications are to be enabled, or if User access profiles are amended. The Customer will request additions, deletions, or modifications as necessary, using the process as defined by BT.
- 5.3.2 BT will implement the changes as specified by the Customer. BT will not be liable for any consequences arising from inaccurate or incorrect information supplied to BT by the Customer, or unforeseen consequences of correctly specified and correctly-implemented change requests.
- 5.3.3 The CSP changes described in this paragraph 5.3 refer only to requests to change the rule-sets that define the Service's operation. If other changes to the Service are required that involve physical changes to the solution (e.g., Security appliance upgrades, LAN re-arrangements), these must be ordered separately, and charges as specified on the new Order will apply.
- For in-life changes to the CSP, the Customer acknowledges that BT will apply "reasonable use" restrictions. The threshold level for such restrictions is defined as a Customer raising change requests more frequently than once a week, over a rolling period of three (3) months, per physical instance of the Service. In such cases, BT may at its discretion either:
 - (a) aggregate Customer requests over a period of time, in order that they may be implemented more
 efficiently. If so the Customer acknowledges that there will be some implementation delays and no
 targets will apply to implementation of changes; or
 - (b) review the Customer's requirements, and mutually agree an appropriate alternative implementation process and any associated charges.
- 5.5 The Customer's network and all applications on the Customer's side of the SMB must conform to all relevant IP standards. The Customer must not use a Domain Name which infringes the rights of any person in a corresponding trade mark or name. The Customer must not use IP addresses that it does not own or that are incorrectly specified. The Customer will be responsible for the use of these IP addresses.

BT Reference No. **-*** -****

- 5.6 In jurisdictions where an employer is legally required to make such disclosure to its employees, it is the Customer's responsibility to:
 - (a) inform its employees and Users that as part of the Service being deployed by BT, the usage of any targeted applications by the Customer's employees and/ or Users may be monitored and reported to the Customer by BT; and
 - (b) ensure that the Customer's employees and Users have consented or will be deemed to have consented to such monitoring and reporting, if such consent is legally required.

BT shall not be liable for any failure of the Customer to comply with this paragraph 5.6 and the Customer shall indemnify BT from and against any claims or actions brought by its employees, Users or employment authority against BT arising out of the delivery of Services by BT in accordance with these terms.

5.7 Software Application Licences

BT will seek to validate that the Customer has ordered the correct number of licenses to serve its requirements, in accordance with vendor commercial terms and according to information provided by the Customer. If BT determines that the Customer has not ordered sufficient licences, BT will notify the Customer and the Customer must seek to rectify the situation within thirty (30) days of the date of notification. If the situation is not resolved within this time BT reserves the right to suspend Service and subsequently terminate the Service in accordance with the General Terms and Conditions. In any event, BT is not liable for undetected breaches of vendor commercial terms, where BT is acting on information provided by the Customer.

5.8 Import and Export

- 5.8.1 BT will provide Service with due regard for local country laws. This includes obtaining (if required) local import and user licenses and the written authority from all respective authorities.
- 5.8.2 If the Customer has arranged connection either on its own or via a third party from locations where BT cannot provide Service, the Customer is responsible for ensuring compliance with any applicable laws and regulations, including obtaining (if required) local import and user licenses and the written authority from all respective authorities.
- 5.8.3 This applies specifically for countries where the use and import of encryption software and devices might be restricted by local law and regulations or the export and re-export of the encryption software or devices might be subject to the United States of America export control law. The Customer must not act to mis-use the Service as provided by BT to contravene or circumvent these laws. BT can treat any contravention of these laws as a material breach and as such BT may:
 - (a) suspend the Service and it can refuse to restore Service until it receives an acceptable assurance from the Customer that there will be no further contravention; or
 - (b) terminate the Service upon written notice subject to the General Terms and Conditions of the Agreement.
- 5.9 The Customer acknowledges that the Service cannot ensure prevention or detection of all threats and unauthorised actions.
- 5.10 If BT has agreed to provide all or part of the Service using Customer Equipment:
 - (a) this will be subject to checks that the Customer Equipment is suitable. The Customer will provide appropriate information and access to BT for the purposes of completing those checks;
 - (b) the Customer shall provide BT with the serial numbers of the Customer Equipment. Failure to complete this will delay delivery of the Service, and General Service Schedule section 7 Service Levels for Service Delivery will not apply; and
 - (c) the Customer is responsible for ensuring that the Customer Equipment is working correctly. If it is discovered to be faulty when BT is installing or commissioning the Service, the Customer will be responsible for resolving this. In such cases, agreed installation dates will no longer be valid, General Service Schedule section 7 Service Levels for Service Delivery will not apply and BT will raise Charges to cover additional Customer Site visits.

BT Reference No. **-*** -****

5.11 The Customer will be given a Site planning guide. This guide details the environmental requirements and sizing guides for the equipment being provided by BT. It is the Customer's responsibility to make sure the Site complies with this guide before service installation can proceed. Any defects will result in a delayed delivery date and Service Delivery Service Levels will not apply.

6 Charges and Payment Terms

6.1 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
Security Appliances	Set-Up	Monthly Appliance Charge including on- site support	Different charges apply to different appliances, depending on vendor and model.
Application Licences	Application Charge	Monthly Support	Charges vary, usually according to the number of Customer IP addresses
Service Provision	Installation & Commissioning	N/A	Covers project management and Service commissioning. Will also apply to in-life changes to Service.
Application Options	Set-up	Monthly Management	Eg For VPNs, DMZs, URL Filtering, Security Filter, etc
Hosting Options	Set-Up	Monthly	This will cover multiple elements of MPLS and Internet networking required to operate the Service, LAN infrastructure, and hosting accommodation.
Fault Management	Set-up	Monthly Management	Covers provision of out of band management capability, and all fault management and proactive service monitoring.
Configuration Management	Per Occasion	Monthly Management	Covers implementation of Customer Security Policy change requests, and application patch management.
Reporting	Set-up	Monthly Management	Performance Reporting options.
Professional Services	Consultancy	N/A	Initial (optional) capture of Customer Security Policy and Network Design, Also, ad hoc consultancy as requested (charged on a per day basis).
Service De-Installation	Service De- Commissioning	N/A	Covers disconnection and removal of BT Equipment from Customer Site

Unless it is operationally necessary to enable BT to continue to provide the Service during the Minimum Period of Service, BT will not refresh or upgrade appliances or applications. If the Customer requires applications or appliances to be refreshed for any other reason, the Customer agrees to pay BT's charges which will be specified on a new Order. (This does not apply to patching of applications or changes to the CSP as outlined above.)

7 Service Levels

The Service Levels set out in the General Service Schedule apply to the Service.

Standard (non-resilient) Service installations are "Site Category D".

High Availability (resilient) Service installations are "Site Category A".