BT Managed CrowdStrike Falcon® XDR Service Schedule
Part A – Service Terms

Section A Service Terms

1. SERVICE SUMMARY

1.1 BT's Managed CrowdStrike Falcon® XDR Service helps organisations defend against sophisticated cyber-attacks. BT will provide, manage and monitor a cyber threat detection response and protection service as set out in any applicable Order, comprising:

1.1.1 the standard components of the Service set out in Part B; and

1.1.2 any optional components described in Part B and set out in any applicable Order,

up to the point of the Service Management Boundary ("**Service**").

1.2 The Service is designed with a differentiated three-tier managed service proposition called Foundation, Foundation Plus and Premium ("**Graded Service Tiers**") as further detailed in Part B and as set out in the Order.

1.3 During the Subscription Term the Customer may upgrade the selected Graded Service Tier to a higher Graded Service Tier (subject to a new Order and agreement on adjusted Charges).

1.4 This Part A sets out the specific terms and conditions applicable to the Service, and Part B sets out the service description and the terms relating to how BT manages the Service.

1.5 This Schedule will not apply for the provision of any other services provided by BT (including the Enabling Services) as such services will be governed by their separate terms and conditions.

2. MAINTENANCE, CHANGES AND SUSPENSION TO THE SERVICE

2.1 BT may carry out Planned Maintenance on the Service from time to time. BT will inform the Customer at least seven (7) calendar days in advance.

2.2 BT may change the Service provided the performance and quality of the Service is not materially adversely affected. Prior to introducing any change to the Service BT shall provide the Customer with as much notice as is reasonably practicable. Such changes may include:

2.2.1 introducing or removing features of the Service; or

2.2.2 replacing the Service with a materially equivalent Service.

2.3 BT may occasionally suspend the Service in an event of emergency and/or to safeguard the integrity and security of its network and/or repair or enhance the performance of its network. Where possible, BT shall inform the Customer without undue delay in advance. Where it is not possible to inform the Customer in advance of restriction or suspension of any affected Service BT shall explain as soon as is reasonably practicable afterwards why such restriction or suspension was required.

3. GENERAL CUSTOMER OBLIGATIONS

3.1 The Customer will:

3.1.1 provide BT with the names and contact details of the Customer contact;

3.1.2 without undue delay provide BT with any information or assistance reasonably required by BT to enable it to comply with Applicable Law and perform its obligations hereunder with respect to the Service;

3.1.3 use the Incident reporting procedures notified to the Customer by BT, and ensure that the Customer operational contact is available for all subsequent Incident management communications;

3.1.4 complete any preparation activities that BT may request to enable the Customer to receive the Service promptly and in accordance with any agreed timescales;

3.1.5 procure services that are needed to permit the Service to operate, including Enabling Services as defined in Part B, and ensure they meet the minimum technical requirements specified by BT;

3.1.6 where the Customer has provided its own or a third-party Enabling Service, ensure and confirm to BT that the Enabling Service is working correctly before reporting Incidents to BT;

3.1.7 inform BT of any planned maintenance on any third party provided Enabling Service;

3.1.8 provide service assurance support to BT, where reasonably requested, to progress the resolution of Incidents for any BT Equipment installed on an Enabling Service that is not being provided by BT;

3.1.9 in jurisdictions where an employer is legally required to make a disclosure to its Users and employees in relation to the Service:

(a) inform Users (individually or via local workers councils depending on Applicable Law) that as part of the Service being delivered by BT, BT may monitor and report the use of any targeted applications;

(b) ensure that Users have consented or are deemed to have consented to such monitoring and reporting (where such consent is legally required);

3.1.10 be responsible for downloading and deploying the CrowdStrike Falcon Sensor Software to the endpoint Devices selected and use best endeavours to remediate any problems encountered during the process of deploying the CrowdStrike Falcon Sensor Software to the endpoint Devices selected;

3.1.11 provide consent for detection assessment and mitigation of the condition of the endpoint Device;

3.1.12 provide consent for sending logs in the form of metadata to the CrowdStrike Falcon Platform;

3.1.13 be responsible for establishing communication by opening ports and by-passing proxies between the deployed CrowdStrike Falcon Sensor Software and the CrowdStrike Falcon Platform;

3.1.14 share with BT any relevant internal processes or policies that may affect delivery of the Service, and operations, and BT will advise where these are not compatible with the Service e.g., change control freezes; and

3.1.15 make available to BT sufficient resources to facilitate ordering, design, and implementation of the Service.

3.2 As the Customer is deemed to have approved all changes to the Customer security policy(ies) that are submitted to BT, BT shall not be liable for any disruption or loss to the Customer's business as a consequence of any misspecification by the Customer's security requirements implemented by BT.

4. CUSTOMER EQUIPMENT AND SITE REQUIREMENTS

4.1 The Customer will:

4.1.1 provide BT with any information reasonably required, including information in relation to health and safety and the environment, without undue delay, and the Customer will ensure that the information is accurate and complete;

4.1.2 monitor and maintain any Customer equipment connected to the Service or used in connection with a Service;

4.1.3 ensure that any Customer equipment that is connected to the Service or that the Customer uses, directly or indirectly, in relation to the Service:

(a) is connected using the applicable BT NTE, unless the Customer has BT's permission to connect by another means;

(b) is adequately protected against viruses and other breaches of security;

(c) will not harm or damage BT Equipment, the BT Network, or any of BT's suppliers' or subcontractors' network or equipment; and

(d) is 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;

4.1.4 immediately disconnect any Customer equipment, or advise BT to do so at the Customer's expense, where the Customer's 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 the Customer is contacted by BT about such material,

and redress the issues with the Customer equipment prior to reconnection to the Service.

5. SOFTWARE LICENCE TERMS

5.1 The End User License Agreement ("**EULA**") establishes certain terms and conditions through direct privity of contract between the Customer and Supplier and as such the Customer will:

5.1.1 be directly bound by the terms and conditions set out in the EULA contained in Part B and, where applicable, ensure that its Users also comply with the terms of the EULA;

5.1.2 enter into the EULA for the Customer`s own benefit and the rights, obligations, acknowledgements, undertakings, warranties and indemnities granted in accordance with the EULA are between the Customer and the Supplier and the Customer will deal with the Supplier with respect to any loss or damage suffered by either of the Customer or the Supplier as such loss or damage will not be enforceable against BT; and

5.1.3 observe and comply with the EULA for any use of the applicable Supplier software.

5.2 If the Customer does not comply with the EULA:

5.2.1 BT may restrict or suspend the entire Service upon notice, in such event:

(a) the Customer will continue to pay the Charges for the Service until the end of the Subscription Term; and

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

5.3 Where the EULA is presented in a 'click to accept' function and the Customer requires BT to configure or install software on their behalf, BT will do so as their agent and bind the Customer to the EULA. For this purpose, the Customer hereby grants to BT a mandate to enter into the EULA in the Customer's name and on its behalf. BT and the Customer may for this also execute a power of attorney as part of the Order.

6. PASSWORDS, AUTHORISED USERS AND SECURITY

6.1 The Customer is responsible for the proper use of any usernames, personal identification numbers and passwords or similar used in conjunction with the BT Equipment or the Service, and the Customer will take all necessary precautions to ensure that the foregoing are kept confidential, secure and not made available to unauthorised persons.

6.2 The Customer will distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the Service.

6.3 The Customer will promptly terminate the access of any person who is no longer an authorised User.

6.4 The Customer will promptly inform BT if a User's 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.

6.5 The Customer will maintain a written list of current Users and provide a copy of such list to BT within five Business Days following BT's written request at any time.

6.6 The Customer will change any or all passwords or other systems administration information used in connection with the Service if BT asks Customer to do so in order to help safeguard ensure the security or integrity of the Service.

6.7 The Customer will not allow any specific User license to be used by more than one User unless it has been reassigned in its entirety to another User.

7. IP ADDRESSES, DOMAIN NAMES

7.1 Except for IP Addresses expressly registered in the Customer's name, all IP Addresses and Domain Names made available by BT with the Service will at all times remain BT's ownership or the ownership of BT's suppliers and are non-transferable.

7.2 All the Customer's rights to use BT IP Addresses or BT Domain Names will cease on termination or expiration of the Service.

7.3 The Customer warrants that they are the owner of, or are authorised by the owner of, the trademark or name that the Customer wishes to use as Customer's Domain Name.

7.4 The Customer will pay all fees associated with registration and maintenance of the Customer's Domain Name, and will reimburse BT for any and all fees that BT pays to any applicable Regional Internet Registry, and thereafter pay such fees directly to the applicable Regional Internet Registry.

Section B Acceptable Use Policy

8. INTRODUCTION

8.1 The Customer acknowledges that it has read and agrees to be bound by and to ensure that any Users will comply with this Section C ("**Acceptable Use Policy**" or "**AUP**").

9. USE OF THE SERVICE

9.1 The Customer will not use the Service in breach of Applicable Law or in any way that is considered to be:

9.1.1 detrimental to any person or in a manner which violates or otherwise encroaches on the rights of others (including rights of privacy and free expression); and

9.1.2 detrimental to the provision of services to the Customer or any other BT customer.

9.2 The Customer will not use the Service to intentionally take, or attempt to take, any action that could:

9.2.1 transfer files that are, contain or are made up of viruses, worms, Trojans, distributed denial of service, any back door or time-bomb or other harmful programmes or software designed to violate the security of BT, any other person or company; or

9.2.2 prevent, block or obstruct access to any programme installed on, or data saved in, any computer or damage or harm the operation of any of these programmes or the reliability or accuracy of any of this data.

10. USE OF MATERIALS

10.1 The Customer will not create, download, receive, store, send, publish, transmit, upload or otherwise distribute any material, including information, pictures, music, video or data, that is considered to be:

10.1.1 harmful, immoral, improper, indecent, defamatory, offensive, abusive, discriminatory, threatening, harassing or menacing;

10.1.2 promoting or encouraging of illegal, socially unacceptable or irresponsible behaviour, or that may be otherwise harmful to any person or animal;

10.1.3 in breach of the intellectual property rights of BT or any other company or person, for example by using, distributing or copying protected or 'pirated' material without the express permission of the owner;

10.1.4 in breach of the privacy or data protection rights of BT or any other person or company; or

10.1.5 in contravention of any licence, code of practice, instructions or guidelines issued by a regulatory authority.

10.2 The Customer will ensure that all material that is derived from the machines or networks that it uses in connection with the Service is not in breach of this AUP.

11. SYSTEMS AND SECURITY

11.1 The Customer will not:

11.1.1 take any action that could:

(a) damage, interfere with, weaken, destroy, disrupt, harm, violate, disable, overburden, overtake, compromise, hack into or otherwise adversely affect any computer system, network or the internet access of the BT Network or network of any other person or company; or

(b) adversely affect or tamper with BT's security, the BT Network or any system or security network that belongs to any other person or company.

11.1.2 access any computer system or network belonging to any person or company for any purpose without permission, including to probe, scan or test the security of a computer system or network or to monitor data traffic;

11.1.3 connect the BT Network to machines, equipment or services that do not have adequate security protection or that are able to be used by others to carry out conduct that is not allowed by this AUP; or

11.1.4 collect, take or harvest any information or data from any BT services, BT's system or network or attempt to undermine any of BT's servers or systems that run BT services.

Section C Compliance and Regulation

12. EXPORT OF CONTENT USING CLOUD SERVICES

12.1 The Service comprises of a cloud service that utilises software and technology that may be subject to export control laws of various countries. The Customer is solely responsible for any compliance related to the way the Customer uses the Service and the location the Service is used including access by Users to the Service and for the Customer's Content transferred or processed using the Service, including any publication of such Content.

Section D Charges, Subscription Term and Termination

13. CHARGES

13.1 The Customer will pay the Charges for the Service and any optional features (including upgrades and re-configuration) as specified in the Order.

13.2 In addition to the Charges set out in the Order, the Customer may be liable for the following additional Charges:

13.2.1 Charges for (de-)commissioning the Service outside of Business Hours;

13.2.2 Charges for expediting provision of the Service at Customer's request after BT has informed Customer of the delivery date;

13.2.3 Charges for investigating Customer reported Incidents where BT finds no Incident or that the Incident is outside the Service Management Boundary;

13.2.4 Charges for restoring Service if the Service has been suspended by BT in accordance with the terms of the Governing Agreement; and

13.2.5 Charges per element re-configured after the Operational Service Date must be agreed and documented in a new Order.

14. SUBSCRIPTION TERM AND TERMINATION

14.1 The Order sets out any Subscription Term (also called "**Minimum Period of Service**") applicable to the Service, as well as any associated volume commitments, invoicing terms and the termination Charges that are specific to the Service.

14.2 The Customer may request an extension to the Service for a renewal period by notice in writing to BT at least 90 days before the end of the Subscription Term or renewal period (**"Notice of Renewal"**) specifying the required renewal period.

14.3 If the Customer issues a Notice of Renewal in accordance with Paragraph 14.2, BT will extend the Service for the renewal period and BT and the Customer will continue to perform each of its obligations, unless BT informs the Customer that:

14.3.1 renewal or the requested renewal period is not possible, or

14.3.2 the conditions and/or Charges are changed requiring the Customer to agree first on the new applicable conditions and/or Charges.

14.4 If no renewal is timely executed; the Service shall automatically terminate at the expiry date of the Subscription Term or any subsequent renewal period.

15. END OF SERVICE

15.1 On termination of the Service, Customer will:

15.1.1 retrieve all Customer data from the Service;

15.1.2 provide BT with all assistance necessary to remotely decommission all network and applications supporting the Service at each Customer Site(s);

15.1.3 return to BT the Software or intellectual property provided by BT and all copies of such.

15.2 On termination of the Service BT will:

15.2.1 provide configuration information relating to the Service provided at the Site(s) in a format that BT reasonably specifies;

15.2.2 decommission all network and applications supporting the Service at each Customer Site(s);

15.2.3 where permitted under applicable mandatory law, delete any Content, including stored logs or any configuration data relating to BT's management of the Service;

Section E Service Levels

16. SERVICE LEVELS

There are no Service levels with Service credits available for this Service, only Service targets as set out in part B.

Section F Data Protection

This section supplements the data provisions that may be set out in the Governing Agreement:

17. DURATION OF THE PROCESSING OF PERSONAL DATA

17.1 BT will Process the Customer Personal Data for the Service for as long as BT provides the Service and for as long as BT may be required to Process the Customer Personal Data in accordance with Applicable Laws.

18. THE NATURE AND PURPOSE OF THE PROCESSING OF PERSONAL DATA

18.1 The nature and purpose of the Processing of Customer Personal Data by BT includes:

18.1.1 providing a service through which the Customer can set rules for static and dynamic URL filtering and protecting against "web threats" on the Customer's IT systems. This software is provided by a third party; and

18.1.2 accessing a log of Customer IP Addresses and MAC Addresses, together with attempted URL and website visits by those addresses, using an online Workspace in order to manage elements of the Service.

19. TYPES OF PERSONAL DATA AND CATEGORIES OF DATA SUBJECTS

19.1 The types of Customer Personal Data Processed by BT or its Sub-Processors or the Customer will be:

19.1.1 website or IP Address;

19.1.2 MAC Address;

19.1.3 name;

19.1.4 address;

19.1.5 telephone number;

19.1.6 email address;

19.1.7 job title;

19.1.8 company name;

19.1.9 contact records;

19.1.10 usage records

19.1.11 identity management – user profiles and user/account names and credentials

19.1.12 cloud account details and credentials

This list is not exhaustive as the Customer will specify what Customer Personal Data is Processed.

19.2 The Customer Personal Data will concern the following categories of Data Subjects:

19.2.1 Customer's end users; and

19.2.2 Customer's employees, directors and contractors and other third parties of the Customer; and

19.2.3 Any Data Subject controlled by the Customer

This list is not exhaustive as the Customer will specify any other categories of Data Subjects.

Section G Defined Terms and Abbreviations

For the purposes of this Schedule defined terms and abbreviations shall have the meaning ascribed to them within the body of the Schedule or below:

"**Acceptable Use Policy**" means the policy as set out at Part A, Section C.

"**Acceptance Tests**" means those objective tests conducted by the Customer that when passed confirm that the Customer has accepted the Service and that the Service is ready for use save for any minor non-conformities that will be resolved as an Incident.

"**Applicable Laws**" means the laws as set out in the Governing Agreement as may be amended from time to time.

"**BT Network**" means the communications network owned or leased by BT and used to provide the Service.

"**BT Security Portal**" means the BT service management portal used by BT and its customers for incident and change management.

"**Business Day**" means generally accepted working days at the locality of the Site, excluding any national or bank holidays.

"**Business Hours**" means between the hours of 0800 and 1700 in a business day at the locality of the specific Site.

"**Charges**" means the fees and charges payable by the Customer in relation to a Service as set out in the Order.

"**Complex Changes**" means the term described in paragraph 5.8.1(c) of Part B – the Service Description.

"**Content**" means applications, data, information (including emails), video, graphics, sound, music, photographs, software or any other material.

"**Controller**" shall have the meaning given to it in the GDPR.

"**CrowdStrike Falcon Sensor Software**" means Supplier Software for use during the licence period as set out in the Order for the Customer to download and install on the required endpoints. This software enables the Customer to use the Service.

"CrowdStrike Falcon Platform" means the software as a service platform, provided by CrowdStrike and managed by BT, that processes the security telemetry from the CrowdStrike Falcon Sensor in line with CrowdStrike Falcon Security Modules purchased allowing the Customer to protect the selected Devices.

"**CrowdStrike Falcon Security Modules**" means the specified security protection software used within the Managed CrowdStrike Falcon XDR Service to detect and respond to specific security issues as set out in Part B.

"**Customer Personal Data**" means any Personal Data Processed as a Processor by BT in the context of providing the Services under this Governing Agreement.

"CySOC" means BT's cyber security operations centre where BT's team of security analysts and specialists use various security technologies to monitor and protect people, processes, and assets across an organisation.

"**Data Subjects**" shall have the meaning given to it in the GDPR.

"**Device**" means any mobile handset, laptop, tablet, server or other item of equipment, including all peripherals, excluding SIM Cards and applications, which are in scope of the Service, as set out in the Order.

"**Domain Name**" means a readable name on an internet page that is linked to a numeric IP Address.

"**Enabling Services**" means the services as defined in Part B – Service Description

"Foundation" means the Foundation Graded Service Tier as set out in Part B.

"Foundation Plus" means the Foundation Plus Graded Service Tier as set out in Part B

"GDPR" means the General Data Protection Regulation (EU) 2016/679 ("EU GDPR") and any amendment or replacement to it, (including any corresponding or equivalent national law or regulation that implements the GDPR as applicable to the Processing).

"**Governing Agreement**" means the general terms and conditions which govern this Schedule.

"**Graded Service Tier**" is the term used to describe the level of management features for the Service and is classified as either Foundation, Foundation Plus or Premium.

"**Incident**" means either a Technical or Security Incident.

"**Indicators of Compromise**" or "**IOCs**" are pieces of forensic data, such as data found in system log entries or files, that identify potentially malicious activity on a system or network.

"**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.

"**Microsoft Windows**" means computer operating system developed by Microsoft.

"**Mitigation Action**" means a recommended mitigating action which should be taken to address the impact of IOCs identified by BT.

"**Operational Service Date**" means the date upon which the Service is made operationally available to the Customer at a Site and may be called the "Service Start Date" in some Governing Agreements.

"**Order**" means means an Order that accompanies a Service Schedule for a new Service and contains the Parties agreement on Charges, rate card (where applicable) and any other relevant commercial information related to the Service referred to in the Order.

"**Personal Data**" shall have the meaning given to it in the GDPR.

"**Planned Maintenance**" means scheduled maintenance that is planned in advance.

"**Premium**" means the Premium Graded Service Tier as set out in Part B.

"**Processing**" and "**Processor**" shall have the meaning given to it in the GDPR.

"**Regional Internet Registry**" means an organisation that manages the allocation and registration of internet number resources within a particular region of the world. Internet number resources include IP Addresses and autonomous system (AS) numbers.

"**Resilient Component**" means, with respect to a Resilient Service, any of the Access Lines, BT Equipment or equipment sold to a Customer.

"**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.

"**Site**" means the physical Customer location to which the Service will be provided. Such Site may be Customer or third party owned.

"SSR" or "Simple Change" means a simple service request.

"**Sub-Processor**" means a BT Affiliate or BT's supplier or subcontractor that BT engages to Process Customer Personal Data for the purposes of this Governing Agreement.

"**Subscription Term**" means the term contracted for this Service as set out in the Order. In some Governing Agreements this may also be called "Minimum Period of Service".

"**Supplier**" means CrowdStrike Holdings, Inc. and/or CrowdStrike Services, Inc whose registered office is at 150 Mathilde Place, Suite 3000, Sunnyvale, California, United States.

"**Supplier Portal**" means the CrowdStrike Falcon Portal as set out in Part B – the Service Description.

"**TAM**" means the BT Threat Analytics Manager.

"**Technical Incident**" means any unplanned interruption to, or a reduction in the quality of, the Service or element of the Service.

"Ticket" means the unique reference number provided by BT for an Incident that may also be known as a "fault reference number".

"**User**" means any person who is permitted by the Customer to use or access a Service.