



# Managed Cloud Security - Cisco

## Annex to the BT Managed Service Schedule

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## Application of this Annex

This Annex sets out the additional terms that will apply where BT provides you with the Managed Cloud Security - Cisco Service. The terms of this Annex will 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.

Phrases that refer to 'either', 'neither', 'each of us', 'both of us', 'we each' or 'we both' mean one or both of BT and the Customer, whichever makes sense in the context of the sentence.

## Part A – The Managed Cloud Security - Cisco Service

### 1 Service Summary

BT will work with the Supplier to provide you with the BT Managed Cloud Security - Cisco Service. The Service provides you with a right to access and use Service Software enabling you to protect your Users from threats from the Internet and cloud based services. The Service is comprised of:

- 1.1 all of the Standard Service Components set out in Paragraph 2 as set out in any applicable Order; and
- 1.2 any of the Service Options set out in Paragraph 3 that are selected by you as set out in any applicable Order, (the "**Service**").

### 2 Standard Service Components

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

- 2.1 **Service Software:** BT will provide you with the right to access and use the Service Software for the number of purchased Users, User Subscriptions or Locations.
- 2.2 **Customer Portal:** BT will provide to you the right to access and use the Supplier's web-based User interface ("**Customer Portal**"):
  - 2.2.1 The Customer Portal is an administrative portal for creating and managing security policies, reporting and analysing traffic.
  - 2.2.2 The Customer Portal gives you a primary Administrator account that will allow you to create multiple Administrators and enables you 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;
    - e) configure and schedule automated system auditing and reporting; and
    - f) Integrate other Cisco products.

### 3 Service Options

- 3.1 BT will provide to you any of the options that are set out in any applicable Order ("**Service Options**") and in accordance with the details set out in that Order. The list of Service Options will be made available to you before you place your Order.
- 3.2 **Professional Services:** BT may provide, at an additional Charge, Professional Services with each Order, to support your initial configuration of the Service and the ongoing operation of the Service.
- 3.3 You may select additional features not included in your selected Cisco Umbrella Package. Where you selected additional features, you will incur additional Charges which will be set out in the Order.

### 4 Service Management Boundary

- 4.1 BT will provide and manage the Service as set out in Parts A, B and C of this Annex and as set out in the Order. The service management boundary is the point where traffic enters and leaves the infrastructure owned or controlled by the Supplier ("**Service Management Boundary**").



- 4.2 BT will have no responsibility for the Service outside the Service Management Boundary including:
  - 4.2.1 issues on User machines (e.g. operating system, coding languages and security settings);
  - 4.2.2 end to end network connectivity (e.g. your network or networking equipment, Internet connectivity);
  - 4.2.3 identity source management;
  - 4.2.4 Downloadable Cisco Software
  - 4.2.5 policy ownership; or
  - 4.2.6 security information and event management analysis.
- 4.3 You are responsible for making any necessary configuration changes for in-life management of service elements, which can be accessed through the provided Customer Portal.
- 4.4 BT does not guarantee that the Service will detect or block all malicious threats.
- 4.5 BT does not make any representations, whether express or implied, about the interoperability between the Service and any Customer Equipment.
- 4.6 BT does not support all of the features provided by the Supplier. BT will provide a list of unsupported features, which will be set out in the Order.
- 4.7 Certain Service Options may require you to have specific Customer Equipment that meets minimum specifications, communicated to you by BT or the Supplier, to benefit from full functionality. BT will not be responsible for any inability to provide the Service or degradation of the Service where you use the Service without the required Customer Equipment.
- 4.8 BT does not guarantee that the Service will be provided uninterrupted.

## 5 Associated Services and Third Parties

- 5.1 You will provide and maintain an Internet connection at the Site(s) at all times for use with the Service, including providing and maintaining any Customer Equipment necessary for such connection. You will pay all charges related to provision, maintenance and use of such Internet connections and report any incidents on the Internet connections directly to the Supplier of the compatible Internet connections.
- 5.2 If BT provides you with additional services, then this Annex will not apply to those services and those services will be governed by their separate terms and conditions.
- 5.3 BT will not be liable for failure to or delay in supplying the Service if another supplier delays or refuses the supply of an electronic communications service to BT and no alternative service is available at reasonable cost.

## 6 Specific Terms and Conditions

### 6.1 Customer Portal

- 6.1.1 You will have access to the Customer Portal, as set out in Paragraph 2.2.
- 6.1.2 You may allow multiple Administrators to access the Customer Portal. You will give each of your Administrators a unique login and provide management access or read only privileges specific to each.

### 6.2 Data Handling

- 6.2.1 For the provision and management of the Service by the Supplier, any Processing of Customer Personal Data (as defined in the General Terms) will be subject to the Supplier's Privacy Policy and/or the Supplier's Master Data Protection Agreement and you and your Users will:
  - (a) observe and comply with the Supplier Terms; and
  - (b) acknowledge and agree to any data processing provisions within the Supplier Terms, the Supplier's Master Data Protection Agreement and/or the Supplier's Privacy Policy which sets out how Supplier will process any personal data you provide to the Supplier.
- 6.2.2 BT will not be liable for the Processing of Personal Data by the Supplier, including any claim arising out of or in connection with any failure by the Supplier to comply with the Supplier's Privacy Policy and/or Supplier's Master Data Protection Agreement. Any claims will be made directly by you against the Supplier.
- 6.2.3 BT will, acting as Controller, Process Personal Data relating to your business contact details for contract administration purposes in accordance with Clause 14 (in particular Clause 14.4) of the General Terms.
- 6.2.4 BT will, acting as Processor, Process Personal Data relating to the Service in accordance with Clause 14 (in particular Clause 14.5) of the General Terms.

### 6.3 Standard of Service

- 6.3.1 The Service will not prevent or detect all threats and unauthorised actions.



### 6.4 Supplier Intellectual Property

6.4.1 The Supplier uses:

- (a) product names associated with the Service and other trademarks;
- (b) certain audio and visual information, documents, software and other works of authorship; and
- (c) other technology, software, hardware, products, processes, algorithms, user interfaces, knowhow and other trade secrets, techniques, designs, inventions and other tangible or intangible technical material or information, (together, the "**Supplier Technology**").

6.4.2 The Supplier Technology is protected by intellectual property rights owned or licensed by the Supplier ("**Supplier IP Rights**").

6.4.3 All right, title and interest in and to the Downloadable Cisco Software and the Service Software, and all associated Supplier IP Rights, will at all times remain vested in the Supplier and its licensors, and, other than the rights granted in this Contract, you will acquire no other rights, express or implied, in the Service.

### 6.5 Supplier Acceptable Use

6.5.1 You will use the Service solely for your business purposes and will only permit access to the Service by your employees, agents and third parties.

6.5.2 You will not, and will not permit or encourage Users to:

- (a) modify, copy or make derivative works based on the Supplier Technology;
- (b) disassemble, reverse engineer, or decompile any of the Supplier Technology;
- (c) create Internet "**links**" to or from the Service, or "**frame**" or "**mirror**" any of the Supplier's content that forms part of the Service (other than on your own internal intranet); or
- (d) use the Service for running automatic queries to websites.

6.5.3 You will comply with the Supplier's Acceptable Use requirements set out in the Offer Description as may be amended or supplemented from time to time by the Supplier.

6.5.4 BT, or the Supplier, may block source IP Addresses or suspend or cease your access to the Service if your use of the Service does not comply with this Contract.

6.5.5 You will indemnify BT against all Claims, losses, costs or liabilities brought against BT as a result of, or arising out of or in connection with, your non-compliance with this paragraph.

### 6.6 Customer Transaction Logs

6.6.1 BT and the Supplier may use, reproduce, store, modify, and display on the Customer Portal the information from your Customer Transaction Logs for the purpose of providing the Service.

6.6.2 BT and the Supplier may use the malware, spam, botnets or other information related to the Service for the purpose of:

- (a) maintaining and improving the Service;
- (b) complying with all legal or contractual requirements;
- (c) making malicious or unwanted content anonymously available to its licensors for the purpose of further developing and enhancing the Service;
- (d) anonymously aggregating and statistically analysing the content; and
- (e) other uses related to the analysis of the Service.

6.6.3 Clause 6.2 applies to the retention, storage and deletion of the Customer Transaction Logs and content of the Amazon S3 Bucket Service.

6.6.4 You cannot upgrade the product log retention period. You can provide your own Amazon S3 Bucket Service, purchased directly from Amazon, and log data can be stored there for you to administer.

### 6.7 Suggestions, Ideas and Feedback

6.7.1 You agree that the Supplier and/or BT will have the right to use or act upon any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you relating to the Service, to the extent it is not your Confidential Information.

### 6.8 Supplier Terms

6.8.1 BT will only provide the Service if you have entered into the Supplier Terms.

6.8.2 You will observe and comply with the Supplier Terms for any use of the applicable Service Software and Downloadable Cisco Software.

6.8.3 In addition to what it says in Clause 15 of the General Terms, if you do not comply with the Supplier Terms, BT may restrict, terminate or suspend the Service (or any part of 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.
- 6.8.4 Without prejudice to BT's rights at Clause 6.8.3 BT has the right to terminate the Service or any part of the Service, without liability, if you do not comply with the Supplier Terms and/or if the Supplier terminates or suspends the EULA and/or the Offer Description (or any part of the EULA and/or the Offer Description) for any reason.
- 6.8.5 You will enter into the Supplier Terms for your own benefit and the rights, obligations, acknowledgements, undertakings, warranties and indemnities granted in accordance with the Supplier Terms 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.
- 6.9 **Export Compliance and Use**

The following Paragraphs apply in addition to the Compliance Obligations:

  - 6.9.1 You will not and you will not allow your Users to access or use the Service in violation of any U.S. or other applicable export control or economic sanctions laws.
  - 6.9.2 You will not access or use the Service, or allow your Users to access or use the Service, directly or indirectly, if you or your Users are located in any jurisdiction in which the provision of the Service is prohibited under Applicable Law, including the laws of U.S.A, including in Cuba, Iran, Syria, Sudan or North Korea ("Prohibited Jurisdiction"), and that you do not, directly or indirectly, provide access to the Service to any government, entity or individual located in any Prohibited Jurisdiction.
  - 6.9.3 You warrant that:
    - (a) you are not named on any U.S. government list of persons or entities prohibited from receiving U.S. exports, or transacting with any U.S. person; and
    - (b) you are not a national of, or a company registered in, any Prohibited Jurisdiction.
- 6.10 **Export of Content using Cloud Services**
  - 6.10.1 The Service comprises of a cloud service that utilises software and technology that may be subject to export control laws of various countries. You are solely responsible for any compliance related to the way you use the Service and the location the Service is used including access by Users to the Service and for your Content transferred or processed using the Service, including any publication of such Content.
  - 6.10.2 You will indemnify BT against all Claims, losses, costs or liabilities brought against BT as a result of, or arising out of or in connection with, your non-compliance with any laws (including sanctions and export control laws) of any country you use, access or transfer Content to.
- 6.11 **Amendments to the Schedule**
  - 6.11.1 The Proactive Monitoring and/or Enhanced Proactive Monitoring features set out in the Schedule will not apply to the Service
  - 6.11.2 The EULA will apply with respect to EOL of Cisco Umbrella (or any part of Cisco Umbrella) and/or any Downloadable Cisco Software and BT will not be obliged to:
    - (a) provide the Service or any part of the Service which is affected by the EOL but will use its reasonable endeavours, if available in accordance with the EULA, to (i) transition you to a substantially similar Supplier software or service or (ii) to provide an EOL Credit (where BT and the Supplier have agreed) such EOL Credit can be applied towards the future purchase of Downloadable Cisco Software
  - 6.11.3 The Service Desk will not provide reports on the review via the Managed Services Portal. Reports will be made available to you via the Customer Portal.
  - 6.11.4 Paragraph 2.14 (Change Management – Simple Service Requests) of the Schedule will apply to Service.
  - 6.11.5 Paragraph 5.3.1 will be deleted and replaced with the following:

"5.3.1 may carry out Maintenance from time to time. BT will provide you with advance notice of any maintenance which has been planned whenever reasonably practicable. BT may need to perform emergency Maintenance without providing you with advance notice ."
  - 6.11.6 The wording of Paragraph 5.4.1 of the Schedule is deleted and replaced by the following:

**"5.4.1 The End of the Service**

On termination of the BT Managed Security Service or the Managed Cloud Security - Cisco Service by either of us, you will disconnect from the Managed Cloud Security - Cisco Service."



- 6.11.7 Resolution Service Levels and Resolution Service Credits set out at Paragraph 8.1 of the Schedule will not apply to the Service.
- 6.11.8 Requests for Resolution Service Credits set out in Paragraph 8.2 of the Schedule will not apply to the Service. Service credits are not available for this product.
- 6.12 Amendments to the General Terms**
- 6.12.1 Clause 11.1 of the General Terms will be deleted and replaced with the following new Clause 11.1  
"11.1 If you do not agree with something in an invoice BT sends you before you have made payment, you will give BT Notice within 10 days of the date of the invoice".
- 6.12.2 A new Clause 15.1.5 is included as follows:  
"15.1.5 if the Supplier removes or alters the Service for such period as may be required by the Supplier."
- 6.12.3 The wording in Clause 15.4 of the General Terms is deleted and replaced as follows:  
"15.4 If BT decides to restrict or suspend a Service for any of the above reasons, it will let you know beforehand as soon as it reasonably can, except where such restriction or suspension is as a result of Clause 15.1.5 in which case such notification may not be possible before it occurs"
- 6.12.4 Clause 23.1 of the General Terms will be deleted and replaced with the following new Clause 23.1:  
"23.1 Neither of us will be liable for any delay or failure to perform any obligation in the Contract where the delay or failure is a result of a Force Majeure Event"
- 6.12.5 The wording in Clause 26.1 of the General Terms is deleted and replaced with the following:  
"26.1 Subject to Clause 26.6, either of us may assign the benefit of the Contract to an Affiliate by giving the other Notice, but if either of us chooses to assign the benefit of the Contract to an entity that is not an Affiliate, they need to get the other's permission in writing beforehand."
- 6.12.6 A new Clause 26.6 is included as follows:
- 6.12.7 "26.6 You may not assign or transfer any of your interests, rights, or obligations under the Contract, including by written agreement, merger, consolidation, divestiture, operation of law, or otherwise, except with BT's prior written consent."
- 6.12.8 A new Clause 31.1.3 and 31.3.4 is added after Clause 31.1.2 of the General Terms:  
"31.1.3 add Users or User Subscriptions to an existing Service after the Service Start Date; or  
31.1.4 add Service components to the existing Service after the Service Start Date,"
- 6.12.9 A new Clause 31.5 is added after Clause 31.4 of the General Terms:  
"31.5 You will not reduce the number of Users, User Subscriptions or Service components at any time after the Service Start Date".
- 6.13 Termination for Convenience**
- For the purposes of Clause 17 of the General Terms, either of us may, at any time after the Service Start Date and without cause, terminate the Service by giving 25 days Notice to the other.



## Part B – Service Delivery and Management

### 7 BT's Obligations

#### 7.1 Service Delivery

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

- 7.1.1 work with you to prepare a deployment plan;
- 7.1.2 deploy the Service Options selected by you;
- 7.1.3 configure the security policy prior to the Service Start Date and subsequently, at an additional Charge, where you request BT to do so. BT will not be responsible for defining your security policy and will not be liable for any consequences arising from a misspecification of your security requirements, or from unforeseen consequences of a service configuration that contains misspecifications but is correctly implemented by BT.

#### 7.2 Commissioning of the Service

Before the Service Start Date, BT will agree a date with you for commencement of the Service and will use commercially reasonable endeavours to procure that the Supplier provisions the Service to meet this date.

#### 7.3 During Operation

On and from the Service Start Date, BT:

- 7.3.1 will work with the Supplier as necessary to restore Service as soon as practicable if you report an Incident in the Service; and
- 7.3.2 may use its access rights as an Administrator to the Customer Portal to investigate and resolve any Incidents notified by you to BT in accordance with the Schedule.

### 8 Your Obligations

#### 8.1 Service Delivery

Before the Service Start Date and, where applicable, throughout the provision of the Service by BT, you will, in addition to your obligations at Paragraph 6.1 of the Schedule:

- 8.1.1 provide BT with the names and contact details of any Administrators authorised to act on your behalf for Service management matters ("Customer Contact"), but BT may also accept instructions from a person who BT reasonably believes is acting with your authority provide BT or the Supplier with any technical data or other information reasonably required by BT or the Supplier without undue delay;
- 8.1.2 establish and maintain your own internal support processes and helpdesk for Users and be responsible for communication with Users;
- 8.1.3 ensure that your firewall configurations and network settings allow the traffic types necessary for BT to provide the Service, including:
  - (a) ensuring that external **HTTP**, **HTTPS** and **FTP** over **HTTP** requests (including all attachments, macros or executable) are set up to be directed through the Service by making and maintaining the configuration settings required to direct external traffic via the Service, with BT's assistance and support as reasonably required and you acknowledge that this external traffic is dependent on your technical infrastructure; and
  - (b) ensuring that internal **HTTP/HTTPS/FTP** over **HTTP** traffic (e.g. to the corporate intranet) is not directed via the Service;
- 8.1.4 use Customer Equipment that is interoperable and supported by the Supplier and that meets any Supplier requirements for Service Options that may be communicated to you by BT or the Supplier from time to time;
- 8.1.5 ensure that Customer Equipment is installed and operated according to applicable third-party vendor specifications and recommendations, and ensure that Customer Equipment has the capacity to forward traffic to the Supplier;
- 8.1.6 use one of the methods supported by the Supplier to authenticate Users (or any other online address that BT may advise you);
- 8.1.7 where applicable, be responsible for deployment and configuration of any required Downloadable Cisco Software on Users' devices and the configuration and management of all settings relevant to the Downloadable Cisco Software;



- 8.1.8 complete any preparation activities that BT may request to enable you to receive the Services promptly and in accordance with any reasonable timescales;
- 8.1.9 ensure that you order the appropriate Service Options for your requirements;
- 8.1.10 ensure that each User Subscription is only used by a single, individual User and a User Subscription will not be shared between or used by more than one individual;
- 8.1.11 carry out all of your other responsibilities set out in this Contract in a timely and efficient manner. If there are any delays in completion of your responsibilities, BT may adjust any agreed timetable or delivery schedule as reasonably necessary;
- 8.1.12 give each Administrator a unique login to the Customer Portal and provide management access or read-only privileges specific to each Administrator.
- 8.1.13 give BT full access rights as an Administrator to the Customer Portal, where needed.
- 8.1.14 where applicable, be responsible for download and deployment of the SSL Certificate for using the
- 8.1.15 Intelligent Proxy and the configuration and management of all settings relevant to Intelligent Proxy; and
- 8.1.16 where you choose a self-managed Amazon S3 Bucket Service, be responsible for the configuration of and management of all settings relevant to the Amazon S3 Bucket Service.

### 8.2 Service Operation

On and from the Service Start Date, you will:

- 8.2.1 provide BT with Notice 90 days in advance of any changes to your network that may impact the working of the Service, and provide BT with all necessary details. If this information is not provided within this timeframe, BT will have no liability for a failure or delay in providing any necessary changes to the Service configuration.
- 8.2.2 ensure that Users report Incidents to the Customer Contact and not to the Service Desk;
- 8.2.3 ensure that the Customer Contact will take Incident reports from Users and pass these to the Service Desk using the reporting procedures agreed between both of us, and is available for all subsequent Incident management communications;
- 8.2.4 install, configure, monitor and maintain any Customer Equipment connected to the Service or used in connection with a Service;
- 8.2.5 ensure that any Customer Equipment that is connected to the Service or that you use, directly or indirectly, in relation to the Service is:
  - (a) connected and used in accordance with any instructions, standards and safety and security procedures applicable to the use of that Customer Equipment;
  - (b) technically compatible with the Service and will not harm or damage any BT Equipment, the BT Network, or any of our Supplier's or subcontractor's network or equipment that is used to provide the Service; and
  - (c) approved and used in accordance with relevant instructions and Applicable Law;
- 8.2.6 immediately disconnect any Customer Equipment, or advise BT to do so at your expense, if Customer Equipment does not meet any relevant instructions, standards or Applicable Law;
- 8.2.7 distribute, manage, and maintain access profiles, passwords and other systems administration information relating to the control of Users' and your access to the Service. You are responsible for your Users' use of access profiles and passwords;
- 8.2.8 maintain a list of current Users and immediately terminate access for any person who ceases to be an authorised User;
- 8.2.9 only transfer a User Subscription from one User to another individual if the original User is no longer permitted to access and no longer accesses the Internet in connection with the Service;
- 8.2.10 ensure the security and proper use of all valid User access profiles, passwords and other systems administration information used in connection with the Service and:
  - (a) inform BT immediately if a user ID or password has, or is likely to, become known to an unauthorised person, or is being or may be used in an unauthorised way;
  - (b) take all reasonable steps to prevent unauthorised access to the Service; and
  - (c) satisfy BT's security checks if a password is lost or forgotten;
- 8.2.11 undertake, subject to Paragraph 7.1.3, all aspects of security policy configuration, including setting up any User groups that may be required on your authentication server which you will reflect in your customer security policy. You will do this using the Customer Portal;





- 8.2.12 submit a Notice to modify an Order, in accordance with Clause 31 of the General Terms, to inform BT, if you need to:
- (a) make any changes in your existing Service;
  - (b) increase the number of Users using the Service; and/or
  - (c) select Service Options in addition to those selected as part of your initial Order.
- In these circumstances, or if BT can demonstrate by management reports that the number of Users exceeds the ordered limit, BT may increase the Charges or require that you reduce the number of Users using the Service;
- 8.2.13 if you submit a modify Order request, as set out in Paragraph 8.2.12:
- (a) more than six months before the end of the Minimum Period of Service, the Charges will increase for the remainder of the Minimum Period of Service to reflect the change; or
  - (b) six months or less before the end of the Minimum Period of Service, this will be subject to review and acceptance by BT. If the order can be fulfilled, the Charges will increase for the remainder of the Minimum Period of Service to reflect the change; or
  - (c) ensure that the maximum number of Users will not exceed the permitted number of User identities as set out in any applicable Order and that there has been no Over Usage.

### 9 Notification of Incidents

- 9.1 In addition to what it says in the Schedule, BT will not handle any Incidents with the Service Software are outside the Service Management Boundary.

### 10 Over Usage or Under Billing

- 10.1 If BT can demonstrate by management reports that there has been Over Usage BT may increase the Charges or require that you reduce the number of Users using the Service.
- 10.2 Without prejudice to BT's rights in Paragraph 10.1 BT will work with you to resolve Over Usage issues either by reduction of usage or re-sizing your requirement.
- 10.3 BT may also back-bill you for:
- 10.3.1 Over Usage; and/or
  - 10.3.2 for any error that results in an under-billing of the Charges for the Service.

### 11 Invoicing

- 11.1 In addition to what it says in the Schedule, BT will invoice you for the Charges for the Service as set out in Paragraph 11.2 in the amounts and currency specified in the applicable Order.
- 11.2 Unless stated otherwise in an applicable Order, BT will invoice you for:
- 11.2.1 Fixed Charges, in your first invoice, which include Professional Services for a fixed number of days, if chosen by you.
  - 11.2.2 Recurring Charges, monthly in advance, on the first day of the applicable period (for any period where Service is provided for less than the relevant invoicing period, the Recurring Charges will be calculated on daily basis as applicable). Recurring Charges will be charged from the Service Start Date and include the following:
    - (a) Charges for the applicable Service Software licence; and
    - (b) Charges for any applicable Service Options, including any Charges for the use of Surcharge Data Centres if chosen by you; and
  - 11.2.3 any Termination Charges incurred in accordance with Paragraph 12, upon termination of the relevant Service.
  - 11.2.4 any Over Usage Charges or Under Billing in accordance with Paragraph 10.3.

### 12 Charges at the End of the Contract

- 12.1 In addition to Termination Charges set out in the Schedule, if you exercise your right under Clause 17 of the General Terms to terminate the Contract or the Service for convenience, you will pay BT:
- 12.1.1 all outstanding Charges for Services rendered; and
  - 12.1.2 all incremental charges that BT incurs from the Supplier due to the early termination, if applicable.
- 12.2 In addition to the Charges set out at Paragraph 12.1, if you terminate the Service before the expiry date, you will pay BT:
- 12.2.1 for any parts of the Service that were terminated during the Minimum Period of Service, Termination Charges equal to 100 per cent of the Recurring Charges for the first 12 months of the Minimum Period



of Service and 50 per cent of the Recurring Charges for all remaining months of the Minimum Period of Service.

12.3 On the last day of the Minimum Period of Service, BT will invoice you for:

12.3.1 any outstanding Charges for Service rendered; and

12.3.2 any other Charges set out in the Order.



## Part C – Service Target

### 13 Service Availability

#### 13.1 Availability Service Target

13.1.1 From the Service Start Date the service level agreement for DNS Feature set and for SIG feature set will be as set out in the Offer Description.

#### 13.2 Availability Service Credits

There are no Service Credits available for the Service.



## Part D – Defined Terms

### 14 Defined Terms

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

**“Administrator”** means a person authorised to manage the Service using the Customer Portal.

**“Amazon S3 Bucket Service”** means an object storage service that stores data as objects within buckets. An object is a file and any metadata that describes the file. A bucket is a container for objects.

**“Applicable Law”** has the meaning given in the General Terms.

**“Availability Service Credit”** has the meaning given in Paragraph 13.2.

**“Availability Service Target”** has the meaning given in Paragraph 13.1.

**“Average DNS Query Limit”** means the query limit for DNS Essentials and DNS Advantage set out in the Offer Description.

**“Bandwidth”** means the volume of various classes of information that flows through your Internet traffic and as defined by you in the Order

**“Bandwidth Limit”** means the bandwidth limit for SIG Essentials and SIG Advantage as set out in the Offer Description.

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

**“Charges”** means the fees and charges that you pay in relation to the Service as set out in the Contract.

**“Cisco Umbrella”** means the cloud based security service owned and managed by Cisco.

**“Cisco Umbrella Package”** is a selection of popular features bundled into a package by Cisco, such as DNS-Essentials, DNS-Advantage, SIG-Essentials, SIG-Advantage.

**“Claim”** has the meaning given in the General Terms.

**“Cloud Application Security Broker”** or **“CASB”** means cloud based software that sits between cloud service users and cloud applications, and monitors all activity and enforces security policies.

**“Compliance Obligations”** has the meaning given in the General Terms.

**“Confidential Information”** has the meaning given in the General Terms.

**“Content”** means data that is being transferred as network or email traffic. **“Customer Contact”** means Customer Administrators authorised to act on your behalf for Service management matters

**“Customer Equipment”** means any equipment including any Purchased Equipment or software, other than BT Equipment, used by you in connection with the Service.

**“Customer Transaction Logs”** means the metadata of all identities activity and security events from network traffic retained by the Supplier in relation to the Service.

**“Customer Portal”** has the meaning given in Paragraph 2.2.

**“Data Loss Prevention”** or **“DLP”** means the detection of potential data breaches and prevention of them by classifying data, monitoring, detecting and blocking sensitive data while in use, in motion, and at rest.

**“DNS”** or **“Domain Name System”** means a hierarchical and distributed naming system for computers, services, and other resources in the Internet or other Internet Protocol networks. It associates various information with domain names assigned to each of the associated entities.

**“DNS-Advantage”** is a Cisco Umbrella Package of features, providing DNS-Essentials features plus Web security and threat insights.

**“DNS-Essentials”** is a Cisco Umbrella Package of features, providing DNS Layer Security.

**“DNS Feature Set”** means the full scope of features provided in the DNS-Essentials and DNS-Advantage packages which may be accessed via <https://umbrella.cisco.com/products/umbrella-enterprise-security-packages>.

**“DNS Layer Security”** means the practice of protecting DNS infrastructure from cyber attacks in order to keep it performing quickly and reliably.

**“Downloadable Cisco Software”** means software developed by Cisco, available to Cisco Umbrella customers, that can be downloaded and used to enhance the product features.

**“EOL”** means end of life of Cisco Umbrella (or any part of Cisco Umbrella) and/or any Downloadable Cisco Software, including component functionality in accordance with the EULA.

**“EOL Credit”** has the meaning set out in the EULA.

**“EULA”** means Cisco's end user licence agreement set out at [https://www.cisco.com/c/dam/en\\_us/about/doing\\_business/legal/eula/cisco\\_end\\_user\\_license\\_agreement-eng.pdf](https://www.cisco.com/c/dam/en_us/about/doing_business/legal/eula/cisco_end_user_license_agreement-eng.pdf) as may be updated, amended or supplemented from time to time by the Supplier.

**“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.

**"General Terms"** means the general terms to which this Schedule is attached or can be found at <http://www.bt.com/terms>, and that form part of the Contract.

**"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.

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

**"Intelligent Proxy"** means a security setting within the Customer Portal that does not require any additional software or hardware.

**"Internet"** means a global system of interconnected networks that use a standard Internet Protocol to link devices worldwide.

**"Internet Protocol"** or **"IP"** means a communications protocol for devices connected to the Internet that specifies the format for addresses and units of transmitted data.

**"IPS"** or **"Intrusion Prevention System"** means a network security tool that continuously monitors a network for malicious activity and takes action to prevent it, including reporting, blocking, or dropping it, when it does occur.

**"Level 7 Firewall"** means a type of firewall that operates on the 7th layer of the Open Systems Interconnection Model (OSI) 7 layer model. The seventh layer of the OSI model, often known as the application layer, allows for more advanced traffic-filtering rules.

**"Location"** means a specific access point to the Internet in connection with the Service.

**"Malware"** means any software intentionally designed to cause damage to a computer, server, client, or computer network.

**"Managed Cloud Security - Cisco Service"** has the meaning given in Paragraph 1.

**"Managed Services Portal"** has the meaning given in the Schedule.

**"Minimum Period of Service"** has the meaning given in the Schedule.

**"Notice"** has the meaning given in the General Terms.

**"Offer Description"** means the Cisco offer description set out at [https://www.cisco.com/c/dam/en\\_us/about/doing\\_business/legal/OfferDescriptions/cisco\\_umbrella\\_offer\\_description.pdf](https://www.cisco.com/c/dam/en_us/about/doing_business/legal/OfferDescriptions/cisco_umbrella_offer_description.pdf) (including terms and conditions set out in the product sheets), as may be amended or supplemented from time to time by the Supplier.

**"Open Systems Interconnection Model"** means a conceptual model that provides a common basis for the coordination of ISO standards development for the purpose of systems interconnection.

**"Order"** has the meaning given in the General Terms.

**"Over Usage"** means any or all of the following (i) that the number of subscription licenses being consumed to use the Service exceeds the number purchased to use the Service and/or (ii) that the "Bandwidth Limit" is being exceeded and/or (iii) that the "Average DNS Query Limit" is being exceeded.

**"Over Usage Charges"** means the Charges for Over Usage referred to in Paragraph 10.

**"Professional Services"** has the meaning given in the Schedule.

**"Prohibited Jurisdiction"** has the meaning given in Paragraph 6.9.2.

**"Recurring Charges"** means the Charges for the Service or applicable part of the Service that are invoiced repeatedly in every payment period (e.g. every month), as set out in the Order

**"Schedule"** means the BT Managed Service Schedule to the General Terms.

**"Service"** has the meaning given in Paragraph 1.

**"Service Credit"** means any agreed remedy for BT Supplier's failure to meet a Service Level, and, if any, as more fully described in this Annex or set out in an Order.

**"Service Desk"** has the meaning in the Schedule.

**"Service Management Boundary"** has the meaning given in Paragraph 4.

**"Service Options"** has the meaning given in Paragraph 3.

**"Service Software"** means the Supplier's cloud based "DNS-Essentials" or "DNS-Advantage" or "SIG-Essentials" or "SIG-Advantage" platform, as applicable.

**"Service Start Date"** means the date BT first makes the Service available to you.

**"SIG-Advantage"** means a Cisco Umbrella Package of features, providing SIG-Essentials features plus Level 7 firewall, IPS and DLP features.

**"SIG-Essentials"** means a Cisco Umbrella Package of features, providing DNS-Advantage features plus CASB and Web Firewall features.

**"SIG Feature set"** means the complete list of features provided in the SIG-Essentials and SIG-Advantage packages

**"Site"** has the meaning given in the Schedule.

**"SSL"** means secure sockets layer.



**“SSL Certificate”** means a downloadable software that will broaden the scope of protection.

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

**“Supplier”** or **“Cisco”** means Cisco International Limited registered in England and Wales (Company Number 06640658), having a principal place of business at 9-11 New Square Park, Bedfont Lakes, Feltham, England TW14 8HA, United Kingdom and Cisco Systems, Inc., with its principal place of business at 170 West Tasman Drive, San Jose, CA 95134 (together “Cisco”)

**“Supplier’s Master Data Protection Agreement”** means Cisco’s Master Data Protection Agreement at <https://trustportal.cisco.com/c/dam/r/ctp/docs/dataprotection/cisco-master-data-protection-agreement.pdf> as may be amended or supplemented from time to time by the Supplier.

**“Supplier’s Privacy Policy”** means Cisco’s Privacy Policy at <https://www.cisco.com/c/en/us/about/trust-center/data-management.html> as may be amended or supplemented from time to time by the Supplier.

**“Supplier IP Rights”** has the meaning given in Paragraph 6.4.2.

**“Supplier Technology”** has the meaning given in Paragraph 6.4.1.

**“Supplier Terms”** means the EULA and the Offer Description as may be updated, amended or supplemented from time to time by the Supplier.

**“Surcharge Data Centres”** means the Supplier infrastructure that may be used to perform the Service located in territories as defined by the Supplier and updated from time to time, details of which are available on request from BT.

**“Termination Charges”** has the meaning given in the General Terms.

**“User”** means any person you allow to use the Service.

**“User Subscription”** means a right for a specific individual User to access the Internet using the Service.

**“Web”** means a subset of the Internet consisting of the pages that can be accessed by a Web browser