



# BT Managed Cloud Security (Zscaler) Annex to the Managed Service Schedule

## Contents

A note on 'you' .....	2
Part A – The Service .....	2
1 Service Summary .....	2
2 Standard Service Components .....	2
3 Service Options .....	2
4 Service Management Boundary .....	2
5 Associated Services and Third Parties .....	3
6 Specific Terms and Conditions .....	3
Part B – Service Delivery and Management .....	6
7 BT's Obligations .....	6
8 Your Obligations .....	6
9 Notification of Incidents .....	8
10 Invoicing .....	8
11 Charges at the End of the Contract .....	8
Part C – Service Levels .....	9
Part D – Defined Terms .....	100
12 Defined Terms .....	100



## 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 Service

### 1 Service Summary

BT will work with the Supplier to provide you with the BT Managed Cloud Security (Zscaler) 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. 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 to you the right to access and use the Service Software for the number of purchased Users, User Subscriptions and/or Locations.
- 2.2 **Zscaler Portal:** BT will provide to you the right to access and use the Supplier's web-based User interface ("**Zscaler Portal**").
  - 2.2.1 The Zscaler Portal is an administrative portal for creating and managing security policies, reporting and analysing traffic.
  - 2.2.2 The Zscaler 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; and
    - (e) configure and schedule automated system auditing and reporting.

### 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.

### 4 Service Management Boundary

- 4.1 BT will provide and manage the Service as set out in Parts 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 policy ownership; or
  - 4.2.5 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 Zscaler 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 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.

### 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 Zscaler Portal

- 6.1.1 You will have access to the Supplier's Internet based Zscaler Portal, as set out in Paragraph 2.2.
- 6.1.2 You may allow multiple Administrators to access the Zscaler 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

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 set out at <https://www.zscaler.com/privacy-policy.php>, as may be amended or supplemented from time to time by the Supplier. 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. Any claims will be made directly by you against the Supplier.

#### 6.3 Standard of Service

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, know-how 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 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 Policy as published by the Supplier on its website ([https://www.zscaler.com/acceptable\\_use\\_policy.php](https://www.zscaler.com/acceptable_use_policy.php)).
- 6.5.4 BT, or the Supplier, may block source IP Addresses or suspend your access to the Service if your use of the Service does not comply with this Contract.



### 6.6 Customer Transaction Logs

- 6.6.1 BT and the Supplier may use, reproduce, store, modify, and display the information from the 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 In the case of Zscaler Internet Access, the Supplier will retain Raw Transaction Logs, the Summarised Transaction Logs and any other Customer Transaction Logs for rolling six month periods during the provision of the Service.
- 6.6.4 In the case of Zscaler Private Access, the Supplier will retain the Raw Transaction Logs for rolling two week periods during the provision of the Service.

### 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 EUSA

- 6.8.1 You hereby agree to the terms of the end user subscription agreement with the Supplier in the form set out at <https://www.zscaler.com/legal/end-user-subscription-agreement> (including terms and conditions set out in the product sheets), as may be amended or supplemented from time to time by the Supplier ("EUSA").
- 6.8.2 You will observe and comply with the EUSA for all any use of the applicable Software.
- 6.8.3 In addition to what it says in Clause 15 of the General Terms, if you do not comply with the EUSA, BT may restrict or suspend the Service upon reasonable Notice, and:
- (a) you will continue to pay the Charges for the Service until the end of the Minimum period of Service; and
  - (b) BT may charge a re-installation fee to re-start the Service.
- 6.8.4 You will enter into the EUSA for your own benefit and the rights, obligations, acknowledgements, undertakings, warranties and indemnities granted in accordance with the EUSA 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.
- 6.8.5 Where the EUSA is presented in a 'click to accept' function and you require BT to configure or install Software on your behalf, BT will do so as your agent and bind you to the EUSA.

### 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 ("**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 General Terms**

6.11.1 Clause 31 of the General Terms shall be replaced as follows:

“31. Service Amendment

31.1 You may request, by giving BT Notice, a change to:

31.1.1 an Order for the Service (or part of an Order) at any time before the applicable Service Start Date;

31.1.2 the Service at any time after the Service Start Date;

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,

and where BT agrees to the change you will pay any additional Charges;

31.2 BT has no obligation to proceed with any change that you request in accordance with Clause 31.1.

31.3 If BT changes a Service prior to the Service Start Date because you have given BT incomplete or inaccurate information, BT may, acting reasonably, apply additional Charges.

31.4 You will not reduce the number of Users, User Subscriptions or Service components at any time after the Service Start Date.”



## 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 using one or more of the supply methods set out at: <https://help.zscaler.com/ziq/choosing-traffic-forwarding-methods> (or any other online address that BT may advise you) and, if you have chosen to include the deployment services option in the Services, BT will work with you to decide which method of deployment to use; and
- 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:

- 7.2.1 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;
- 7.3.2 may, in the event of a security breach affecting the Service, require you to change any or all of your passwords; and
- 7.3.3 may use its access rights as an Administrator to the Zscaler Portal to investigate and resolve any Incidents notified by you to BT in accordance with Paragraph 9 and the Schedule.

#### 7.4 The End of the Service

On termination of the Service by either one of us, BT, or the Supplier, as applicable, will:

- 7.4.1 terminate your access to the Zscaler Portal and Service Software and cease to provide all other elements of the Service; and
- 7.4.2 destroy or otherwise dispose of any of the saved Customer Data unless BT receives, no later than ten days after the date of the termination of this Contract, a written request for the delivery to you of the then most recent back-up of the Customer Data. BT will use reasonable commercial endeavours to deliver the back-up to you within 30 days of receipt of such a written request, provided that you have, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). You will pay all reasonable expenses incurred by BT in returning or disposing of Customer Data. You acknowledge that the Supplier will only retain the preceding six months of Customer Data at any time – unless agreed otherwise, where an additional Charge may apply.

### 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:

- 8.1.1 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 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;



- 8.1.3 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;
- 8.1.4 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;
- 8.1.5 use one of the methods supported by the Supplier to authenticate Users, which are set out at: <https://support.zscaler.com/hc/en-us/articles/204455339> (or any other online address that BT may advise you);
- 8.1.6 where applicable, be responsible for deployment of the Zscaler Client Connector on Users' devices and the configuration and management of all settings relevant to the Zscaler Client Connector;
- 8.1.7 ensure that you order the appropriate Service features for your requirements;
- 8.1.8 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;
- 8.1.9 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; and
- 8.1.10 in relation to the Zscaler Portal give each Administrator a unique login and provide management access or read-only privileges specific to each Administrator.

### 8.2 Service Operation

On and from the Service Start Date, you will:

- 8.2.1 ensure that Users report Incidents to the Customer Contact and not to the Service Desk;
- 8.2.2 install, configure, monitor, and maintain any Customer Equipment connected to the Service or used in connection with a Service;
- 8.2.3 ensure that any Customer Equipment that is connected to the Service or that you use, directly or indirectly, in relation to the Service is connected and used in accordance with any instructions, standards and safety and security procedures applicable to the use of that Customer Equipment;
- 8.2.4 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;
- 8.2.5 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;
- 8.2.6 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;
- 8.2.7 undertake 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 Zscaler Portal;
- 8.2.8 submit a modify order request to inform BT, if you need to:
  - (a) make any changes to 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;

- 8.2.9 if you submit a modify Order request, as set out in Paragraph 8.2.8:
  - (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;
- 8.2.10 provide BT with Notice 14 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.



### 9 Notification of Incidents

9.1 BT will not handle any Incidents with the Service Software that you use to access the Zscaler Portal.

### 10 Invoicing

10.1 In addition to what it says in the Schedule, BT will invoice you for the Charges for the Service as set out in Paragraph 10.2 in the amounts and currency specified in the applicable Order.

10.2 Unless stated otherwise in an applicable Order, BT will invoice you for:

10.2.1 Fixed Charges, in your first invoice, which include Professional Services for a fixed number of days, if chosen by you.

10.2.2 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 a monthly or 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.

10.2.3 any Termination Charges incurred in accordance with Paragraph 11, upon termination of the relevant Service.

### 11 Charges at the End of the Contract

11.1 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:

11.1.1 all outstanding Charges for Services rendered; and

11.1.2 all incremental charges that BT incurs from the Supplier due to the early termination, if applicable.

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

11.2.1 any outstanding Charges for Service rendered; and

11.2.2 any other Charges set out in the Order.





**Part C – Service Levels**

If Service Levels apply to your Service, these will be set out in the Schedule.



## Part D – Defined Terms

### 12 Defined Terms

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

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

“**Content**” means applications, data, information (including emails), video, graphics, sound, music, photographs, software or any other material uploaded or used in connection with the Service.

“**Customer Data**” means the data inputted by you or Users for the purpose of using the Services.

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

“**Customer Transaction Logs**” means the metadata of all network traffic sent to or received by the Supplier from or to you in your use of the Service.

“**Domain Name Service**” or “**DNS**” means a directory system which translates numeric IP Addresses into Domain Names to identify users on the Internet.

“**DNS Transaction**” means a recursive DNS query sent from you through your use of the Service.

“**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.

“**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.

“**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.

“**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.

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

“**Professional Services**” means those services proved by BT which are labour related services.

“**Prohibited Jurisdiction**” has the meaning given in Paragraph 6.9.2.

“**Raw Transaction Log**” means the metadata of all network traffic sent to or received from you through your use of the Service.

“**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 Desk**” means the helpdesk that will be available 24x7x365 for the Customer Contact to contact to submit service requests, report Incidents and ask questions about the Service.

“**Service Level**” means any agreed minimum level of Service to be achieved by BT or its Supplier with respect to a Service.

“**Service Management Boundary**” has the meaning given in Paragraph 4.1.

“**Service Options**” has the meaning given in Paragraph 3.

“**Service Software**” means the Supplier's cloud based “**Zscaler Internet Access**” or “**Zscaler Private Access**” platform, as applicable.

“**Session**” means any non-HTTP or HTTP request sent to or from you through your use of the Service.

“**Site**” means a location at which the Service is provided.

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

“**Summarised Transaction Logs**” means the summarised versions of the Raw Transactions Logs.

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

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

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

“**Supplier's Acceptable Use Policy**” means Zscaler Acceptable Use Policy as published, set out and may be amended or supplemented from time to time at: [https://www.zscaler.com/acceptable\\_use\\_policy.php](https://www.zscaler.com/acceptable_use_policy.php).



**"Supplier's Privacy Policy"** means Zscaler's Privacy Policy as published, set out and may be amended or supplemented from time to time at <https://www.zscaler.com/privacy-policy.php>

**"Transaction"** means an HTTP or HTTPS request sent to or from you through your use of the Service.

**"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. (Note: in an environment where no User authentication is present, every 2,000 DNS Transactions per day flowing through the Service will be attributed to one User Subscription i.e. the number of User Subscription used would be calculated by dividing the total number of DNS Transactions flowing through the Service per day by 2,000).

**"Zscaler Client Connector"** means the application allowing access to the Service through certain mobile operating systems and computers.

**"Zscaler Internet Access"** or **"ZIA"** means a software-based cloud service that inspects traffic and forces policy to protect users against threats and data leakage.

**"Zscaler Portal"** has the meaning given in Paragraph 2.2.

**"Zscaler Private Access"** or **"ZPA"** means a software-based cloud service that provides seamless and secure remote access to internal applications, regardless of where they exist and without placing Users on the customer's network.