



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	3
4 Service Management Boundary	4
5 Associated Services and Third Parties	4
6 Specific Terms and Conditions	4
Part B – Service Delivery and Management	8
7 BT's Obligations	8
8 Your Obligations	8
9 Notification of Incidents	10
10 Invoicing	10
11 Charges at the End of the Contract	10
Part C – Service Levels	11
12 Service Targets	11
Part D – Defined Terms	13
13 Defined Terms	13



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 the Service enabling you to protect your Users from Known Viruses and threats from the Internet with an improved prevention against Unknown Viruses using the Sandbox technology, securing access to applications and managing User experience based on selected subscription features. 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**").
- 1.3 The Service must be purchased under Managed Service and must be taken with either:
 - 1.3.2 Managed Service Package 2; or
 - 1.3.3 Managed Service Package 3.
- 1.4 This Annex will not apply for the provision of any other services provided by BT as such services will be governed by their separate terms and conditions.
- 1.5 This Service is also subject to the Managed Service Schedule to the General Terms, for the purposes of which it is an Associated 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 **Supplier Services:** BT will provide to you the right to access and use the Supplier Software for the number of purchased Users, User Subscriptions and/or Locations for at least one of the following security modules from the Supplier that are provided and supported by BT:
 - (a) Zscaler Internet Access;
 - (b) Zscaler Private Access;
 - (c) Zscaler Digital Experience; and
 - (d) Zscaler Client Connector.
- 2.2 **Supplier Portal:** you will have access the Supplier's online Portal, that provides BT and you a right to access and use the Supplier's web-based User interface. BT will set up accounts that will enable your Users to review the statistics of the malware stopped by the security features and other Internet content that is actively blocked by these features. You can:
 - 2.2.1 customise browser alert pages seen by Users when web-access is denied;
 - 2.2.2 update administration details for real-time email alerts;
 - 2.2.3 configure and schedule automated system auditing and reporting;
 - 2.2.4 use the Supplier Portal to track User experience monitoring, perform troubleshooting and self-serve, subject to licencing, to improve productivity issues;
 - 2.2.5 view any maintenance planned by the Supplier provided for geographic region(s) and Supplier registered Incidents (not in real time) via the Supplier's Trust Platform; and
 - 2.2.6 view advisory information published by the Supplier regarding any new evasion techniques, Vulnerabilities discovered and addressed by the Supplier.

Customer Personal Data will be retained on the Supplier Portal for a period of six months.



2.3 BT Support: BT will provide the following:

BT Support	Description – Features
Implementation Support	BT manages the Order and purchases licences from the Supplier on your behalf. The initial set up is based on your security requirements.
Reactive Incident Management	BT provides support on Incidents raised via the Managed Service Portal in line with the target response times outlined in Part C of this Annex.
BT Service Desk - 1 st Line Reactive Incident Management	The BT Service Desk manages Incidents raised via the Managed Service Portal. If the Incident cannot be resolved by the 1 st line Service Desk, it will be forwarded to the BT Security Operations Centre ("SOC").
BT Security Operations Centre support - 2 nd Line Reactive Incident Management	The SOC manages Incidents raised by the BT Service Desk that were not resolved by 1 st Line Reactive Incident Management. If the Incident cannot be resolved by SOC, it will be forwarded to the Supplier for 3 rd line support.

3 Service Options

3.1 BT will provide the following options as set out in any applicable Order ("**Service Options**"):

3.2 **Implementation Support:** BT Project Manager will supervise and coordinate resources to configure and test the Supplier Portal.

3.3 **Simple Service Requests ("SSRs"):** you may request the SSR via the catalogues on the Managed Service Portal as follows:

- (a) for MS2: 5 SSR changes per Service per month; and
- (b) for MS3: 10 SSR changes per Service per month.

Certain additional SSRs for MS2 and MS3 tiers are available at no extra charge as indicated in the catalogue on the Managed Service Portal.

3.4 **Complex Service Requests ("CSRs"):** you can request help from BT via the Managed Service Portal for complex requests that require technical support. CSRs are reviewed on an individual case basis and additional Charges may be applicable as set out in the Order.

3.5 **In-life Technical Design Architect ("TDA"):** is a value-add option that provides in-life support, technical expertise, periodic policy reviews and health checks ensuring that best practices are adopted and the security posture is up to date.

3.6 **Proactive Management:** is available for ZDX subject to Supplier Software. BT will set up applications and network-based alerts as follows:

- (a) for MS2: up to 5 alerts will be created; and
- (b) for MS3: up to 10 alerts will be created.

For ZPA, alerts are limited to Application Health Connectors only and BT will help you to resolve any Incidents.

3.7 **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.

3.8 **Co-management:** BT will provide you with a Role Account Control Profile ("**RBAC Profile**") for up to a maximum of five (5) authorised nominated Users on the Supplier Portal. Users utilizing the RBAC Profile will have restricted access to implement Simple Changes. If you order Co-management:

- (a) you will be responsible for ensuring that your authorised nominated Users complete the Supplier Portal training available from the Supplier, at your own cost before these Users are allowed to implement Simple Changes;
- (b) BT will provide you with a separate user guide setting out details on how to manage Simple Changes;
- (c) in variance to what is set out in Paragraph 6.3 of the BT Managed Security Service Schedule you will be responsible for implementing the Simple Changes, including the impact of such changes and BT will not be liable for any consequences arising from this action, including but not limited to performance issues or outages to the Service; and
- (d) if a Simple Change implemented by any User using the RBAC Profile has resulted in an Incident:
 - (i) you will notify BT about the Incident in accordance with Paragraph 9;



- (ii) BT will provide assistance to resolve the Incident in accordance with Paragraph 5.2 of the BT Managed Security Service Schedule using the audit and logging capacity on the Supplier Portal to support any root cause analysis undertaken to confirm this; and
- (iii) BT reserves the right to implement applicable Charges for any corrective action that would be required to rectify the Incident.

3.9 **Optional Supplier SKUs:** you may order, for additional Charge, one or more additional features offered by the Supplier in addition to ZIA, ZPA or ZDX to enhance or extend the security features.

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 BT does not guarantee that the Service will detect or block all malicious threats.
- 4.4 BT does not make any representations, whether express or implied, about the interoperability between the Service and any Customer Equipment.
- 4.5 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 **Service Start Date**
 - 6.1.1 If you request a change to the Service or any part of the Service, BT may revise your Service Start Date to accommodate that change.
 - 6.1.2 BT may expedite delivery of the Service for operational reasons or in response to a request from you, but this will not revise your Service Start Date.
- 6.2 **Maintenance, Changes and Suspension of the Service**
 - 6.2.1 BT or the Supplier may carry out planned maintenance of the Service from time to time. BT will inform you at least seven (7) calendar days in advance before the planned maintenance. Any planned maintenance by the Supplier shall be carried out in accordance with the timeframes set out by the Supplier at <https://help.zscaler.com/zia/zscaler-service-continuity-customer-notification-protocol>.
 - 6.2.2 BT or the Supplier 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 you with as much notice as it is reasonably practicable. Such changes may include:
 - (a) introducing or removing features of the Service;
 - (b) replacing the Service with a materially equivalent Service; and
 - (c) node reconfiguration due to programs being refreshed by the Supplier.
 - 6.2.3 BT may occasionally suspend the Service in an event of emergency and/or to safeguard the integrity and security of the Service, and/or repair or enhance the performance of the Service. Where possible, BT shall inform you without undue delay in advance. Where it is not possible to inform you 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.

6.3 Cancellation and Charges to the end of the Contract

6.3.1 **Cancellation Charges:** For the purposes of Clause 16 of the General Terms, if you cancel an Order, or part of it, any time before the Service Start Date you will pay BT the Cancellation Charges equal to 100% of the Charges for the Minimum Period of Service as applicable.

6.3.2 Early Termination Charges:

- (a) If you terminate the Service for convenience during the first 12 months of the Minimum Period of Service or any Renewal Period, you will pay BT as compensation:
 - (i) 100% of the Recurring Charges for any remaining months of the first 12 months of the Minimum Period of Service;
 - (ii) 50% of the Recurring Charges for the remaining months of the Minimum Period of Service or Renewal Period, other than first 12 months of the Minimum Period of Service;
 - (iii) any waived Installation Charges for the part(s) of the Service(s) that will be terminated;
- (b) If you terminate the Service for convenience after the first 12 months of the Minimum Period of Service, you will pay BT as compensation:
 - (i) 50% of the Recurring Charges for any remaining months of the Minimum Period of Service.

6.4 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.

6.5 Standard of Service

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

6.6 Supplier Intellectual Property

6.6.1 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**").

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

6.6.3 All right, title and interest in and to the Software and the Supplier 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.

6.7 Supplier Acceptable Use

6.7.1 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.

6.7.2 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.

6.7.3 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).

6.7.4 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.

6.8 Customer Transaction Logs

6.8.1 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.



- 6.8.2 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.
- 6.8.3 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.
- 6.8.4 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.

6.9 Suggestions, Ideas and Feedback

- 6.9.1 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.

6.10 EUSA

- 6.10.1 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").
- 6.10.2 You will observe and comply with the EUSA for all any use of the applicable Software.
- 6.10.3 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.
- 6.10.4 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.
- 6.10.5 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.
- 6.10.6 You acknowledge and agree to be bound by and to ensure that any Users will comply with the Supplier Licensing and Fair Use policy as set out at: <https://help.zscaler.com/customer-logs-fair-use/licensing-fair-use>. This includes participating in any reviews requested by BT and or the Supplier in relation to over usage and agreeing to take corrective action, which may include increasing subscription(s) and or payment for over usage that has already happened. BT shall ensure that the Supplier will provide the over usage details. BT reserves the right to apply additional Charges for the over-usage.
- 6.10.7 If BT can evidence that the number of Users in any month exceeds the numbers ordered by you, you shall, within the timescales set out in BT's notification, either:
- (a) decrease the number of Users accordingly; or
 - (b) agree by a new Order the increased number of User and the applicable Charges.
- BT reserves the right to apply additional Charges if you do not do so.

6.11 IP Addresses, Domain Names

- 6.11.1 Except for IP Addresses expressly registered in your name, all IP Addresses and Domain Name made available by BT or the Supplier with the Service will at all times remain BT's ownership or the ownership of BT's suppliers and are non-transferable.
- 6.11.2 All your rights to use BT or the Supplier IP Addresses or Domain Names will cease on termination or expiration of the Service.
- 6.11.3 You warrant that you are the owner of, or are authorised by the owner of, the trademark or name that you wish to use as your Domain Name.
- 6.11.4 You will pay all fees associated with registration and maintenance of your Domain Name and you 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.



6.12 Export Compliance and Use

The following Paragraphs apply in addition to the Compliance Obligations:

- 6.12.1 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.
- 6.12.2 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.
- 6.12.3 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.

6.13 Export of Content using Cloud Services

- 6.13.1 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.
- 6.13.2 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.

6.14 Amendments to the General Terms

- 6.14.1 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."

6.15 Amendment to the Managed Service Schedule

Clause 2.14 of the Managed Service Schedule (Change Management – Simple Service Requests) shall be replaced as follows:

- 2.14.1 BT will provide you with a simple service request service ("**SSR**") that enables you to request changes to your Managed Service and Associated Services.
- 2.14.2 BT will only proceed with a SSR once you have provided BT with all information that BT reasonably requires to complete the SSR.
- 2.14.3 BT will provide you with access to the Managed Services Portal that will allow you to request, manage and monitor the progress of your SSRs.
- 2.14.4 Not used.
- 2.14.5 You may only have 40 live separate SSRs requests open at any one time across all your Associated Services.
- 2.14.6 BT will apply Standard Delivery Lead Times to a maximum of four SSRs and agree specific delivery lead-times with you for five or more SSRs.
- 2.14.7 If you choose the Managed Service 2 Package, BT will allocate you five (5) SSRs per month per Zscaler Product ("**SSR 5**").



- 2.14.8 If you choose the Managed Service 3 Package, BT will allocate you 10 SSRs per month per Zscaler Product ("SSR 10").

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 Supplier 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 Supplier Portal and Supplier 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 along with details of your relevant contacts;
- 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 use best endeavours to remediate any problems encountered during the process of deploying the Supplier Software to User devices;
- 8.1.8 ensure that you order the appropriate Service features for your requirements;
- 8.1.9 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;
- 8.1.10 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
- 8.1.11 in relation to the Supplier 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 Document. You will do this using the Supplier 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 Supplier Software that you use to access the Supplier 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 Supplier 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

12 Service Targets

- 12.1 The BT Managed Service is provided on the basis of operational service targets only. No Service Levels and no Service Credits apply to the BT Managed Service. Any response times, update times and target fix times stated in this Paragraph 12 are service targets only, are provided for operational purposes, do not constitute contractual Service Levels, and do not give rise to any Service Credit or other financial remedy in respect of any failure by BT to meet them.
- 12.2 In providing the BT Managed Service, BT will use reasonable endeavours to meet the service targets set out in Paragraph 12.3, but achievement of those service targets is dependent on, among other things:
- (a) you providing and maintaining the contact details of an employee who is available by telephone and has the necessary access, authority and information to assist with troubleshooting;
 - (b) you promptly providing any information, access, approvals, assistance and cooperation reasonably requested by BT;
 - (c) BT, where necessary, raising an Incident ticket with the Supplier for third line support; and
 - (d) the nature of the Incident and any dependencies on the Supplier, your systems, your personnel, your network, or any third party systems or services.

If an employee is not available, or if any required information, access, approvals, assistance or cooperation is delayed or not provided, this may affect the applicable response times, update times and target fix times.

- 12.3 The target response and fix times for Managed Service MS2 and MS3 Packages are as follows:

Priority Level	Example Scenario	Managed Services Target Response Time	Managed Services Target Fix Time
P1	A complete failure of any of the major systems, hardware or software related.	30 minutes	5 hours
P2	A problem exists with any hardware, software issue that affects large portions of the User community.	1 hour	1 working day
P3	A problem exists with any hardware, software issue that affects a small number of the User community.	4 hours	2 working days
P4	A problem exists with any hardware, software issue that affects a single or very small number of Users.	8 hours	5 working days

- 12.4 Supplier Service Levels and Supplier Service Credits:
- (a) Any service levels and service credits applicable to the underlying Supplier service are those made available by the Supplier under its service level framework published at: <https://www.zscaler.com/legal/sla-support>.
 - (b) Where the Supplier fails to meet its Supplier Service Levels, you may submit a claim for Supplier Service Credits in accordance with the Supplier SLA. BT may, at your request, provide reasonable assistance in facilitating the submission of such claim, but shall have no obligation to submit, pursue or manage any claim on your behalf.
 - (c) For the avoidance of doubt:
 - (i) all claims for Supplier Service Credits must be submitted and managed in accordance with the Supplier SLA;
 - (ii) the Supplier shall be solely responsible for reviewing, assessing and determining whether any claim is accepted or rejected; and
 - (iii) BT shall have no responsibility or liability in respect of the Supplier's service levels, the operation of the Supplier SLA, or the acceptance, rejection or calculation of any Supplier Service Credit.
 - (d) A Supplier Service Credit shall only be payable where, and to the extent that, it has been expressly confirmed by the Supplier in accordance with the Supplier SLA.



- (e) Where a Supplier Service Credit has been confirmed by the Supplier, BT shall apply such credit as follows:
 - (i) by deduction from the Charges in the next applicable invoice(s), where billing remains ongoing; or
 - (ii) where no further invoices are due, by payment to you within a reasonable period following confirmation by the Supplier.
- (f) BT shall have no obligation to provide any service credit, refund or other compensation except to the extent that it has received or been credited with a corresponding Supplier Service Credit.



Part D – Defined Terms

13 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 Supplier Portal.

“Botnet” means a group of interconnected devices, that can be used to perform distributed denial-of-service attacks, steal data, send Spam and allowing unauthorised access.

“Application Health Connector” means a lightweight virtual machine deployed in your network which facilitates the access between Users and the application.

“Co-management” means management of simple service requests where both you and/or Supplier may take responsibility for the Simple Changes.

“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 Security Policy Document” means a set of security rules and procedures defined and owned by the Customer, which dictate the operation and security measures of the applicable 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.

“Digital Experience Monitoring” or **“DEM”** means a technology monitoring the availability, performance and quality of the User experience when using a cloud, software as a service or web application.

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

“Domain Name” means a readable name on an Internet page that is linked to a numeric IP Address.

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

“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.

“Governing Agreement” means the general terms and conditions which govern this Annex.

“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.

“Known Virus(es)” means a virus for which, at the time of receipt of Content by the Supplier, a signature has already been made publicly available, for a minimum of one hour for configuration by the Supplier’s third-party commercial scanner.

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

“Portal” means the online User interfaces used by the Supplier, you and BT to manage the Service in-life.

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

“Prohibited Jurisdiction” has the meaning given in Paragraph 6.12.2.

“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.

“Sandbox” means a security software designed to prevent unknown threats before they enter your network through zero-day defense and suspicious file are quarantined and interrogated.

“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 Management Boundary" has the meaning given in Paragraph 4.1.

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

"Simple Changes" means simple service changes to the Supplier Portal in accordance with the User guide referenced in Paragraph 3.8;

"Site" means a location at which the Service is provided.

"SKU" refers to Stock Keeping Unit.

"Spam" means unsolicited messages such as emails, text messages, or Internet postings sent to a large number of recipients and/or posted in a large number of places.

"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 6.6.2.

"Supplier Portal" means an administrative portal with the Supplier's web-based User interface for creating and managing security policies, Digital Experience Monitoring configuration, reporting and analysing traffic.

"Supplier Service Credit" means any service credit determined and confirmed by the Supplier under the Supplier SLA and payable only in accordance with Paragraph 12.4.

"Supplier SLA" means the Supplier's service level framework published at <https://www.zscaler.com/legal/sla-support> or such replacement URL as notified by the Supplier from time to time.

"Supplier Service Level" means any service level or service availability commitment provided by the Supplier under the Supplier SLA.

"Supplier Software" means the Supplier's cloud based platforms that can be downloaded and installed on User devices and enables use of the Service. Such platforms are available for use during the licence period as set out in the Order.

"Supplier Technology" has the meaning given in Paragraph 6.6.1.

"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.

"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>

"Supplier's Trust Platform" means Zscaler's website to view Incidents, planned maintenance at: <https://trust.zscaler.com/zscaler.net>

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

"Unknown Viruses" means any virus that has not been identified yet as a Known Virus.

"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).

"Vulnerability" means a software susceptibility that may be exploited by an attacker.

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

"Zscaler Digital Experience" or **"ZDX"** means a software-based cloud service that allows you to set rules for which User experience insights can be understood for endpoints, applications and network.

"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. ZIA allows you to select various security options to be applied at cloud data centres across the world to protect your Internet traffic.

"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 your network.