



# Managed NAC Security

## Annex to the Managed Service Schedule

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## A note on 'You'

References to 'You' and 'Your' mean the Customer.

## Words defined in the General Terms

Words that are capitalised but have not been defined in this Annex have the meanings given to them in the Managed Service Schedule and the General Terms.

## Part A – The Managed NAC Security Service

### 1 Service Summary

BT will provide you with a managed network access control service comprising of hardware and software that uses an agentless security appliance to identify and evaluate network endpoints and applications as they connect to your network, comprising:

- 1.1 the Standard Service Components; and
- 1.2 any of the Service Options as set out in any applicable Order, up to the point of the Service Management Boundary as set out in Paragraph 4 ("**Managed NAC Security Service**").
- 1.3 The Managed NAC Security Service must be purchased under the Managed Service and is subject to the Managed Service Schedule to the General Terms.
- 1.4 For the purposes of the Managed Service Schedule the Managed NAC Security Service is an Associated Service.
- 1.5 The Managed NAC Security Service is not available with Managed Service Package 1 or 3.

### 2 Standard Service Components

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

#### 2.1 Initial Set-up

- 2.1.1 BT will initially set up the Managed NAC Security Service for you and provide any required hardware and software components. Such components will become Purchased Equipment.
- 2.1.2 You may choose the required Managed NAC Security Service functionalities from the list provided in the Order. You may be charged for any changes to the functionalities made after the Order has been placed.

#### 2.2 Solution Design

- 2.2.1 BT will design the Managed NAC Security Service that will classify Devices into categories. The categories shall be prepared at BT's complete discretion, but may be discussed with you. Those categories may then be used for the purpose of assessing whether the Devices connected to your network comply with your security policy; and
- 2.2.2 BT will design a resilient Managed NAC Security Service to maximise the availability of the Service and protect against single points of failure.

#### 2.3 Project Management

- 2.3.1 BT will coordinate the Managed NAC Security Service installation and commissioning in accordance with the applicable Order and this Annex.
- 2.3.2 Unless otherwise set out in the applicable Order, BT will administer all project management activity remotely. Neither BT nor any representatives of BT will visit your Site after the initial set up.

#### 2.4 Managed Service and Purchased Equipment

- 2.4.1 BT will monitor and manage the Purchased Equipment (based upon a 24x7x365 monitoring period) as set out in any applicable Order using the ActiveCare Advanced support program of the Supplier. This entails:
  - (a) rectification of Software errors whereby the two most recent Software releases will be supported for at least 12 months from their initial release date. You acknowledge that the resolution of any Software error may require BT to upgrade the Software to its current version. Any Software release moving out of support will remain supported for an additional 90 days period, following the release date of the most recent supported Software release; and
  - (b) break-fix support of the hardware. If required, this includes the provision of hardware replacement for a defective product in accordance with the specifications of the Supplier.



### 2.5 Web Portal

BT will provide you with access to a web portal where you will be able to access security performance reports, dashboards and other information relating to your Managed NAC Security Service.

## 3 Service Options

BT will provide you with any of the following options ("**Service Options**") as set out in any applicable Order and in accordance with the details and charges as set out in that Order:

### 3.1 High Availability Configuration

- 3.1.1 Under the High Availability Configuration Service Option, BT will use reasonable endeavours to configure the Managed NAC Security Service to the High Availability Configuration as set out in any applicable Order.
- 3.1.2 Under the High Configuration Service Option, BT will use reasonable endeavours to provide any additional Purchased Equipment required to support the High Availability Configuration of the Managed NAC Security Service.
- 3.1.3 BT cannot and does not guarantee that this Service Option will be available for all hardware. If, after placing your Order, it transpires the required additional Purchased Equipment is not available, BT will discuss with you any alternative options.

### 3.2 Technical Account Manager

- 3.2.1 Under the Technical Account Manager Service Option, BT will provide you with up to two days of consultancy services per month to support the tuning of policies or any other aspects of the Managed NAC Security Service.
- 3.2.2 The Technical Account Manager Service Option will be delivered remotely unless otherwise set out in the Order.

### 3.3 Ad Hoc Professional Services

- 3.3.1 Under the Ad Hoc Professional Services Service Option, BT will provide ad hoc professional consultancy services where you can ask for, and BT will use reasonable endeavours to provide, advice, support and or an amendment to your Managed NAC Security Service. Any amendments to your Managed NAC Security Service may affect the Charges. BT will discuss and agree these with you before making any requested amendments.
- 3.3.2 Ad Hoc Professional Services will be delivered remotely unless otherwise set out in any applicable Order and is separate to the Technical Account Manager Service Option.

### 3.4 EyeSegment

- 3.4.1 The EyeSegment Service Option is a secure, cloud-based application that analyses data flows among endpoints connected to your network.
- 3.4.2 BT will configure the Managed NAC Security Service to include the EyeSegment Service Option as set out in any applicable Order.
- 3.4.3 BT will use reasonable endeavours to provide any additional security policy changes required to support the network segmentation of the Managed NAC Security Service as requested by you.
- 3.4.4 The EyeSegment Service Option will be delivered remotely unless otherwise set out in any applicable Order.

### 3.5 EyeExtend Service Option

- 3.5.1 The EyeExtend Service Option is a module that automates Enterprise of Things between the Supplier's platform and other IT and security solutions to improve operational efficiency and your overall network security posture.
- 3.5.2 BT will configure the Managed NAC Security Service to include the EyeExtend Service Option as set out in any applicable Order.
- 3.5.3 BT will use reasonable endeavours to provide any additional security policy changes required to support the network segmentation of the Managed NAC Security Service as requested by you.
- 3.5.4 The EyeExtend Service Option will be delivered remotely unless otherwise set out in any applicable Order.
- 3.5.5 The EyeExtend Service Option may include some predefined professional services from the Supplier as set out in any applicable Order.

- 3.6 Service Options may not be available in all countries and Service Levels may vary depending on Site location.



- 3.7 Certain Service Options may require you to have specific Customer Equipment that meets minimum specifications, as set out in any applicable Order.

### 4 Service Management Boundary

- 4.1 BT will provide and manage the Managed NAC Security Service in accordance with Parts B and C of this Annex and as set out in any applicable Order up to the Service Management Boundary.
- 4.2 BT will have no responsibility for the Managed NAC Security Service outside the Service Management Boundary.
- 4.3 BT does not make any representations, whether express or implied, about whether the Managed NAC Security Service will operate in combination with any Customer Equipment or other equipment and software.
- 4.4 BT does not guarantee that the Managed NAC Security Service will detect or block all malicious threats.
- 4.5 BT will not be responsible for any inability to provide or degradation of the Managed NAC Security Service if you do not have and maintain the required Customer Equipment.

### 5 Associated Services and Third Parties

- 5.1 You will have the following services in place that will connect to the Managed NAC Security Service, and any other services that BT notifies you of from time to time which are necessary for the Managed NAC Security Service to function, and will ensure that these services meet the minimum technical requirements that BT specifies:
- 5.1.1 Internet connectivity for access to, and the management and monitoring of, any software required by the Supplier. For management and monitoring, BT may use a BT MPLS WAN connection (i.e. BT IP Connect UK or BT IP Connect Global);
  - 5.1.2 LAN connectivity and associated infrastructure e.g. any additional switches that may be required for the Managed NAC Security Service,
- (each an “**Enabling Service**”).
- 5.2 If BT provides you with any services other than the Managed NAC Security Service (including, but not limited to any Enabling Service), this Annex will not apply to those services and those services will be governed by their separate terms.
- 5.3 BT will not be liable for failure to or delay in supplying the Managed NAC Security Service to a Site if a licenced operator delays or refuses the supply of an Access Line to that Site and no alternative service is available at reasonable cost.

### 6 Equipment

#### 6.1 Use of Purchased Equipment

Until title in any Purchased Equipment transfers to you in accordance with Paragraph 6.2.2, you will:

- 6.1.1 keep the Purchased Equipment safe and without risk to health;
- 6.1.2 only use the Purchased Equipment, or allow it to be used, in accordance with any instructions or authorisation BT may give and for the purpose for which it is designed;
- 6.1.3 not move the Purchased Equipment or any part of it from the Site(s) without BT's written consent and, including after title in any Purchased Equipment transfers to you in accordance with Paragraph 6.2.2, you will pay BT's costs and expenses reasonably incurred as a result of such move or relocation;
- 6.1.4 not make any alterations or attachments to, or otherwise interfere with, the Purchased Equipment, including after title in any Purchased Equipment transfers to you in accordance with Paragraph 6.2.2, nor permit any person (other than a person authorised by BT) to do so, without BT's prior written consent and, if BT gives its consent, agree that any alterations or attachments are part of the Purchased Equipment;
- 6.1.5 not sell, charge, assign, transfer or dispose of or part with possession of the Purchased Equipment or any part of it;
- 6.1.6 not allow any lien, encumbrance or security interest over the Purchased Equipment, nor pledge the credit of BT for the repair of the Purchased Equipment or otherwise;
- 6.1.7 not claim to be owner of the Purchased Equipment and ensure that the owner of the Site(s) will not claim ownership of the Purchased Equipment, even where the Purchased Equipment is fixed to the Site(s);
- 6.1.8 obtain appropriate insurance against any damage to or theft or loss of the Purchased Equipment;
- 6.1.9 in addition to any other rights that BT may have, reimburse BT for any losses, costs or liabilities arising from your use or misuse of the Purchased Equipment or where the Purchased Equipment is



damaged, stolen or lost, except where the loss or damage to Purchased Equipment is a result of fair wear and tear or caused by BT;

6.1.10 ensure that the Purchased Equipment appears in BT's name in your accounting books;

6.1.11 where there is a threatened seizure of the Purchased Equipment, or an Insolvency Event applies to you, immediately provide BT with Notice so that BT may take action to repossess the Purchased Equipment; and

6.1.12 notify any interested third parties that BT owns the Purchased Equipment.

### 6.2 Purchased Equipment

#### 6.2.1 Delivery and Installation of Purchased Equipment

- (a) You will provide BT with the name and contact details of at least one individual who is responsible for receiving the Purchased Equipment at the Site(s).
- (b) BT will dispatch any Purchased Equipment for delivery at the Site set out in any applicable Order provided either:
  - (i) the Site is located in the Territory; or
  - (ii) the Site is located in the European Union and the Territory is in the European Union.
- (c) Where the Site is not located in the Territory and both the Site and the Territory are not within the European Union:
  - (i) you will act as the importer of record, clear the Purchased Equipment through the applicable customs authority in the destination country and be liable for any import tax, duty or excise duty incurred, and, if requested by BT, provide authorisation as soon as practicable, authorising BT or BT's agent to carry out BT's obligations as shipping agent. If you cannot give BT such authorisation, you will fulfil the shipping agent obligations on BT's behalf at your own cost; and
  - (ii) subject to your compliance with Paragraph 6.2.1(c)(i):
    - i. BT will deliver any Purchase Equipment to the applicable port of entry in the destination country in accordance with Paragraph 6.2.1(c)(i); or
    - ii. if agreed between both of us in any applicable Order, BT will arrange shipping to deliver the Purchased Equipment to the final destination address(es) as set out in any applicable Order.
- (d) Subject to Paragraph 6.2.1(e) and if agreed between us in any applicable Order, where the Site is either located in the Territory or both the Site and the Territory are within the European Union, BT will install the Purchased Equipment at the applicable Site(s) and test Purchase Equipment to ensure it is ready for use.
- (e) Where the Site is located outside the Territory, but both the Site and the Territory are within the European Union, BT will not:
  - (i) sell you the Purchased Equipment if you are not VAT-registered in the delivery country; or
  - (ii) install the Purchased Equipment unless the Reverse Charge Mechanism applies to such services in that country.
- (f) Where the Site is not located in the Territory and both the Site and the Territory are not within the European Union, BT will, subject to your compliance with Paragraph 6.2.1(c)(i), only sell you Purchased Equipment and not any associated installation.
- (g) In order to provide you with the Purchased Equipment and any installation services as set out in the Order, BT may transfer the provision and installation of the Purchased Equipment to a BT Affiliate or a third party in accordance with Clause 26 of the General Terms.

#### 6.2.2 Transfer of Title and Risk

- (a) Where the Purchased Equipment is delivered to a Site that is located within the Territory:
  - (i) title in the Purchased Equipment (except for the Intellectual Property Rights in both the Purchased Equipment and associated software) will pass to you when you have paid for the Purchased Equipment in full;
  - (ii) where BT delivers or installs the Purchased Equipment, risk will pass to you on delivery of the Purchased Equipment, but you will not be liable for any loss or damage that is caused by BT's negligence; and
  - (iii) where BT does not deliver or install the Purchased Equipment, risk will pass to you when you take possession of the Purchased Equipment.
- (b) Where the Purchased Equipment is delivered to a Site that is not located within the Territory:



- (i) title in the Purchased Equipment (except for the Intellectual Property Rights and any imbedded and separately licensed Software) will pass to you upon dispatch from the final shipping point in the Territory (or in transit where shipped from outside the Territory); and
- (ii) risk in the Purchased Equipment will pass to you in accordance with Incoterms® 2010 DAP, but you will not be liable for any loss or damage that is caused by BT's negligence.

### 6.2.3 Acceptance of Purchased Equipment

- (a) Where a Site is located within the Territory, BT will treat the Purchased Equipment as accepted:
  - (i) where BT does not install the Purchased Equipment, when you take delivery or possession of the Purchased Equipment; and
  - (ii) where BT installs the Purchased Equipment the earlier of:
    - i. the Service Start Date; and
    - ii. where you notify BT in writing that the Purchased Equipment has not passed the Acceptance Tests but that is due to minor Incidents that do not affect the Purchased Equipment's performance, the date of that Notice.
- (b) Where a Site is not located within the Territory, BT will treat the Purchased Equipment as accepted on signature for the delivery at the port of entry, or at the final delivery address(es) that BT has agreed with you where BT are shipping the Purchased Equipment.

### 6.2.4 Warranty

- (a) During the period of 12 consecutive months following the Service Start Date (or any other period that BT advises You in a Notice), if you report to BT in accordance with Paragraph 10 that there is an Incident in the Purchased Equipment due to faulty design, manufacture or materials, or BT's negligence, BT will, or will arrange for the manufacturer or other third party to, replace or (at BT's option) repair the part affected by, or causing, the Incident free of charge, unless:
  - (i) the Purchased Equipment has not been properly kept, used or maintained in accordance with the manufacturer's or BT's instructions, if any;
  - (ii) the Purchased Equipment has been modified without BT's written consent;
  - (iii) the Incident is due to damage, interference with or maintenance of Purchased Equipment by persons other than BT or a third party authorised by BT;
  - (iv) the Incident is due to faulty design by you where the Purchased Equipment has been customised or integrated into your systems to your design; or
  - (v) the Incident is due to fair wear and tear.
- (b) If requested by BT, you will return the Purchased Equipment affected by an Incident to BT or to the manufacturer or other third party, in accordance with BT's instructions, for repair or replacement in accordance with Paragraph 6.2.4(a).
- (c) BT does not warrant that the Software supplied in accordance with the Contract is free from Incidents, but BT will remedy any defects that materially impair performance (where necessary, by arrangement between both of us) within a reasonable time.

### 6.2.5 Security

- (a) You will ensure the proper use of any user names, personal identification numbers and passwords used with the Purchased Equipment, and you will take all necessary steps to ensure that they are kept confidential, secure and not made available to unauthorised persons.
- (b) BT does not guarantee the security of the Purchased Equipment against unauthorised or unlawful access or use.

### 6.2.6 Software Licence

- (a) On and from the Service Start Date, or, where BT installs any Purchased Equipment, from the date of installation, you will comply with the provisions of any Software licences provided with or as part of any Purchased Equipment.
- (b) In the absence of any express Software licence provided you may imply a limited royalty free and non-exclusive licence in the Software solely for the purposes of receiving the Service as delivered hereunder. Absent any express language to the contrary in a separate Software licence, your right to make use of any Software delivered will automatically terminate on the date that BT ceases to provide the Service to you.

## 6.3 WEEE Directive

- 6.3.1 You will comply with Article 13 of the Waste Electrical and Electronic Equipment Directive 2012 ("WEEE Directive") for the costs of collection, treatment, recovery, recycling and environmentally sound disposal of any equipment supplied under the Contract that has become waste electrical and electronic equipment ("WEEE").





6.3.2 For the purposes of Article 13 of the WEEE Directive this Paragraph 6.3 is an alternative arrangement to finance the collection, treatment, recovery, recycling and environmentally sound disposal of WEEE.

6.3.3 You will comply with any information recording or reporting obligations imposed by the WEEE Directive.

### 6.4 Sale of Goods and Consumer Regulations

The UN Convention on Contracts for the International Sale of Goods will not apply to the Contract. Where you place an Order acting for purposes that are related to your trade, business or profession, BT agrees that it is a business to business transaction to which the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 do not apply.

## 7 Specific Terms

### 7.1 Customer Committed Date

7.1.1 If you request a change to the Managed NAC Security Service or any part of the Managed NAC Security Service, then BT may revise the Customer Committed Date to accommodate that change.

7.1.2 BT may expedite delivery of the Managed NAC Security Service for operational reasons or in response to a request from you, but this will not revise the Customer Committed Date.

### 7.2 Data

7.2.1 Any data collected by the Managed NAC Security Service will be retained for a period of up to 90 days. You may request that the data is deleted at any time.

7.2.2 BT may collect information regarding support inquiries and communications which BT may use to generate aggregate data so long as the source or content of the communications are not disclosed.

### 7.3 EULA

7.3.1 BT will only provide the Managed NAC Security Service if you have entered into the end user licence agreement with the Supplier in the form set out at [https://www.forescout.com/wp-content/uploads/2015/12/ForeScout\\_EULA\\_5.2.17-Web.pdf](https://www.forescout.com/wp-content/uploads/2015/12/ForeScout_EULA_5.2.17-Web.pdf), as may be amended or supplemented from time to time by the Supplier ("EULA").

7.3.2 You will observe and comply with the EULA for all any use of the applicable Software.

7.3.3 In addition to what it says in Clause 15 of the General Terms, if you do not comply with the EULA, BT may restrict or suspend the Managed NAC Security Service upon reasonable Notice, and:

- (a) you will continue to pay the Charges for the Managed NAC Security Service until the end of the Minimum period of Service; and
- (b) BT may charge a re-installation fee to re-start the Managed NAC Security Service.

7.3.4 You will enter into the EULA for your own benefit and the rights, obligations, acknowledgements, undertakings, warranties and indemnities granted in accordance with the EULA 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.

7.3.5 Where the EULA 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 EULA.

### 7.4 Managed Service Packages

Managed NAC Security Service must be purchased under Managed Service and is subject to the Managed Services Package 2. This will include the following:

7.4.1 A Desk-based Quarterly Review, which includes:

- (a) the performance reports of the Managed NAC Security Service against Service Levels;
- (b) capacity management of Managed NAC Security Service;
- (c) review(s) of your CSP(s) focusing on the effectiveness of the rules applicable to the CSP(s) and the need to fine tune or to amend of the rules of your CSP(s); and
- (d) End of Life review;

you will be responsible for initiating the appropriate change requests to address issues in respect of fine tuning or to amend your CSP(s) as recommended by the Technical Operations Authority.

7.4.2 Change Management and Service Requests

BT will implement changes in response to your request subject to the following process:

- (a) the authorised Customer Contact will submit requests from an approved list via an email to the Technical Account Manager or Managed Service Portal, providing sufficient detail and clear instructions as to any changes required;

- (b) BT will check each request for its complexity and assess whether it is the Simple Service Request or the Complex Service Request;
- (c) if determined to be the Simple Service Request, BT will:
  - (i) inform the authorised Customer Contact of your remaining Simple Service Request allowance before you decide to proceed; and
  - (ii) advise the authorised Customer Contact on expected timeline for delivery of the Simple Service Request;
- (d) if determined to be a Complex Service Request, BT will:
  - (i) provide the authorised Customer Contact with costs and timeline to complete the request;
  - (ii) not proceed with any Complex Service Request(s) without acceptance of applicable charges from the authorised Customer Contact;
- (e) BT may provide you with the Professional Services at an additional charge, at the authorised Customer Contact's request, to assist you in writing the request;
- (f) BT will provide you with an access to the Managed Services Portal and to all pre-agreed authorised Customer Contacts to enable submitting your change request(s);
- (g) Simple Service Requests subject to the Reasonable Use Policy are included in the Charges;
- (h) BT will charge you for the cost of implementing changes under the Complex Service Request;
- (i) BT will communicate the statuses of change requests via email to the Customer Contact requesting the change;
- (j) Complex Service Requests can be ordered in-life and are subject to one-time Charge;
- (k) you will not, and ensure that Users with access to the Managed Services Portal do not, submit any unauthorised changes;
- (l) you are deemed to have approved all changes that you submit to BT;
- (m) you are responsible for the impact of BT implementing the changes and BT is not liable for any consequences arising from the impact of the implementation of the changes;
- (n) BT will apply the following "**reasonable use**" restrictions ("**Reasonable Use Policy**") for changes:
  - (i) you will not raise Simple Service Requests more frequently than 5 (five) per month;
  - (ii) you will not raise Urgent Service Requests more than 2 (two) per month, per security appliance;
  - (iii) Where BT's measurements show that change requests are being raised more frequently than mentioned above, BT may either:
    - i. aggregate your requests over a period of time, so that they may be implemented more efficiently. In this event there may be some implementation delays; or
    - ii. review your requirements and agree with you an appropriate alternative implementation process and any associated charges.

## 7.5 Invoicing

- 7.5.1 Unless set out otherwise in any applicable Order, BT will invoice you for the following Charges in the amounts set out in any applicable Order:
- (a) Installation Charges, on the Service Start Date;
  - (b) Recurring Charges, monthly in advance and for any period where the Managed NAC Security Service is provided for less than one month, the Recurring Charges will be calculated on a daily basis;
  - (c) any Charges for any Purchased Equipment from the Service Start Date, and those Charges that will apply from the date you take delivery or possession of that Purchased Equipment;
  - (d) Professional Services Charges, upon completion of the work;
  - (e) De-installation Charges within 60 days of de-installation of the Managed NAC Security Service; and
  - (f) any Termination Charges incurred in accordance with Paragraph **Error! Reference source not found.** upon termination of the relevant Service.
- 7.5.2 BT may invoice you for any of the following Charges in addition to those set out in any applicable Order:
- (a) Charges for investigating Incidents that you report to BT where BT finds no Incident or that the Incident is caused by something for which BT is not responsible under the Contract;
  - (b) Charges for commissioning the Managed NAC Security Service in accordance with Paragraph 8.2 outside of Business Hours;
  - (c) Charges for expediting provision of the Managed NAC Security Service at your request after BT has informed you of the Customer Committed Date;
  - (d) Charges for any preparation activities BT completed due to your failure to prepare and maintain the Site in accordance with Paragraph 9.1.8; and





- (e) any other Charges as set out in any applicable Order or as otherwise agreed between both of us.

### 7.6 **Amendments to the Managed Service Schedule**

- 7.6.1 Any reference to Managed Service Package 1 or Managed Service Package 3 shall not apply.



## Part B – Service Delivery and Management

### 8 BT's Obligations

#### 8.1 Service Delivery

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

- 8.1.1 provide you with contact details for the Service Desk;
- 8.1.2 comply with all reasonable health and safety rules and regulations and reasonable security requirements that apply at the Site(s) and that you have notified to BT in writing, but BT will not be liable if, as a result of any such compliance, BT is in breach of any of its obligations under this Contract; and
- 8.1.3 provide you with a date on which delivery of the Managed NAC Security Service (or each part of the Managed NAC Security Service, including to each Site) is due to start ("**Customer Committed Date**") and will use reasonable endeavours to meet any Customer Committed Date.

#### 8.2 Commissioning of the Service

Before the Service Start Date, BT will:

- 8.2.1 configure the Managed NAC Security Service;
- 8.2.2 conduct a series of standard tests on the Managed NAC Security Service to ensure that it is configured correctly; and
- 8.2.3 on the date that BT has completed the activities in this Paragraph 8.2.2, confirm to you that the Managed NAC Security Service is available for performance of any Acceptance Tests in accordance with Paragraph 9.2.

#### 8.3 During Operation

On and from the Service Start Date, BT:

- 8.3.1 will respond and use reasonable endeavours to remedy an Incident without undue delay and in accordance with the Service Levels in Part C of the Contract if you report an Incident;
- 8.3.2 will maintain a web portal and server to provide you with online access to performance reports;
- 8.3.3 may, in the event of a security breach affecting the Managed NAC Security Service, require you to change any or all of your passwords; and
- 8.3.4 may, from time to time, upgrade any software or firmware on the Purchased Equipment to ensure that it remains within the Supplier's supported specifications. The dates and times of any software or firmware upgrades of the Purchased Equipment will be coordinated with you in advance.

#### 8.4 The End of the Service

On expiry or termination of the Managed NAC Security Service by either of us, BT:

- 8.4.1 will provide configuration information relating to the Managed NAC Security Service provided at the Site(s) in a format that BT reasonably specifies; and
- 8.4.2 will delete all Content.

### 9 Your Obligations

#### 9.1 Service Delivery

Before the Service Start Date and, where applicable, throughout the provision of the Managed NAC Security Service, you will:

- 9.1.1 provide BT with access to any Site(s) during Business Hours, or as otherwise agreed, to enable BT to set up, deliver and manage the Managed NAC Security Service;
- 9.1.2 provide BT with a copy of your security policies;
- 9.1.3 provide BT with the names and contact details of any individuals 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;
- 9.1.4 attend integration meetings to discuss further tuning and configuration of the Purchased Equipment;
- 9.1.5 provide BT with Notice of any health and safety rules and regulations and security requirements that apply at the Site(s);
- 9.1.6 in jurisdictions where an employer is legally required to make a disclosure to its Users and other employees:



- (a) inform your Users that as part of the Managed NAC Security Service being delivered by BT, BT may monitor and report to you the use of any targeted applications by them;
  - (b) ensure that your Users have consented or are deemed to have consented to such monitoring and reporting (if such consent is legally required); and
  - (c) agree that BT will not be liable for any failure by you to comply with this Paragraph 9.1.6, you will be liable to BT for any Claims, losses, costs or liabilities incurred or suffered by BT due to your failure to comply with this Paragraph 9.1.6;
- 9.1.7 ensure that the LAN protocols and applications you use are compatible with the Managed NAC Security Service;
- 9.1.8 prepare and maintain the Site(s) for the installation of Purchased Equipment and supply of the Managed NAC Security Service, including:
  - (a) providing a suitable and safe operational environment for any Purchased Equipment including all necessary trunking, conduits, cable trays, and telecommunications connection points in accordance with BT's reasonable instructions and applicable installation standards;
  - (b) take up or remove any fitted or fixed floor coverings, ceiling tiles and partition covers or provide any openings in buildings required to connect Purchased Equipment to appropriate telecommunications facilities in time to allow BT to undertake any necessary installation or maintenance services;
  - (c) carry out any work that may be required after installation to make good any cosmetic damage caused during installation or maintenance;
  - (d) provide a secure, continuous power supply at the Site(s) for the operation and maintenance of the Managed NAC Security Service, Purchased Equipment at such points and with such connections as BT specifies, and, in order to mitigate any interruption to the Managed NAC Security Service resulting from failure in the principal power supply, provide back-up power with sufficient capacity to conform to the standby requirements of the applicable standards;
  - (e) provide internal cabling between the Purchased Equipment and any other Customer Equipment (which is not part of the Managed NAC Security Service), as appropriate;
- 9.1.9 give Notice to BT, five Business Days in advance, and provide details of, any changes to the Customer Network, that may affect the functioning of the Managed NAC Security Service. If this information is not provided, or is provided less than five Business Days before a change, then BT will not be liable for any Incidents or incorrect functioning of the Managed NAC Security Service as a result of the change;
- 9.1.10 only use any Appliance, or allow it to be used, in accordance with any instructions or authorisation BT may give and for the purpose for which it is designed;
- 9.1.11 not relocate any Appliance without BT's prior written consent;
- 9.1.12 ensure that your MPLS or Internet access Circuit bandwidth is sufficient to meet your requirements and for Managed NAC Security Service management access by BT as set out in any applicable Order;
- 9.1.13 manage and provide BT with accurate details of your internal IP Address design;
- 9.1.14 ensure that Purchased Equipment is able to receive updates, such as vulnerability signatures, directly over the Internet, or over an alternative path agreed with BT for that purpose;
- 9.1.15 if BT has agreed to provide any part of the Managed NAC Security Service using Customer Equipment, ensure that the relevant Customer Equipment:
  - (a) complies with any minimum specification given to you by BT under this Annex;
  - (b) will comply with requirements set out in Paragraph 9.3.4; and
  - (c) is fully functional;
- 9.1.16 if the relevant Customer Equipment does not comply with this Paragraph 9.1.16 then BT may Charge for any costs reasonably incurred by BT as a result of the non-compliance, and any agreed installation dates and Customer Committed Date(s) may no longer apply;
- 9.1.17 ensure that Customer Network and all applications conform to relevant industry standards and provide written confirmation to BT upon reasonable request;
- 9.1.18 be responsible for ensuring compliance with Applicable Law, including obtaining (if required) local import and User licenses and the written authority from all respective authorities, particularly for countries where the use and import of encryption software or devices may be restricted by Applicable Law, or where the export and re-export of the encryption software or devices may be subject to the United States of America export control law, and not act to misuse the Service as provided by BT to contravene or circumvent these laws. BT may treat any contravention of these laws as a material breach and:



- (a) suspend the Managed NAC Security Service and BT may refuse to restore the Managed NAC Security Service until BT receives an acceptable assurance from you that there will be no further contravention; or
- (b) terminate the Managed NAC Security Service in accordance with Clause 18 of the General Terms; and

9.1.19 provide BT with accounts that you may use to authenticate against the authentication services e.g. SNMP accounts or active directory LDAP accounts.

### 9.2 Acceptance Tests

- 9.2.1 You will carry out the Acceptance Tests for the Managed NAC Security Service within five Business Days after receiving Notice from BT in accordance with Paragraph 8.2.3 ("**Acceptance Test Period**").
- 9.2.2 The Managed NAC Security Service is accepted by you if you confirm acceptance in writing during the Acceptance Test Period or is treated as being accepted by you if you do not provide BT with Notice to the contrary by the end of the Acceptance Test Period.
- 9.2.3 Subject to Paragraph 9.2.4, the Service Start Date will be the earlier of the following:
  - (a) the date that you confirm or BT deems acceptance of the Managed NAC Security Service in writing in accordance with Paragraph 9.2.2; or
  - (b) the date of the first day following the Acceptance Test Period.
- 9.2.4 If, during the Acceptance Test Period, you provide BT Notice that the Acceptance Tests have not been passed, BT will remedy the non-conformance without undue delay and provide you Notice that BT has remedied the non-conformance and inform you of the Service Start Date.

### 9.3 During Operation

On and from the Service Start Date, you will:

- 9.3.1 ensure that Users report Incidents to the Customer Contact and not to the Service Desk;
- 9.3.2 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;
- 9.3.3 monitor and maintain any Customer Equipment connected to the Managed NAC Security Service or used in connection with a Managed NAC Security Service;
- 9.3.4 ensure that any Customer Equipment that is connected to the Managed NAC Security Service or that you use, directly or indirectly, in relation to the Managed NAC Security Service is:
  - (a) connected using the applicable BT Network termination point, unless you have BT's permission to connect by another means;
  - (b) adequately protected against viruses and other breaches of security;
  - (c) technically compatible with the Managed NAC Security Service and will not harm or damage the BT Network, or any of BT's suppliers' or subcontractors' network or equipment; and
  - (d) approved and used in accordance with relevant instructions, standards and Applicable Law and any safety and security procedures applicable to the use of that Customer Equipment;
- 9.3.5 immediately disconnect any Customer Equipment, or advise BT to do so at your expense, where Customer Equipment:
  - (a) does not meet any relevant instructions, standards or Applicable Law; or
  - (b) contains or creates material that is in breach of the Acceptable Use Policy and you are contacted by BT about such material,and redress the issues with the Customer Equipment prior to reconnection to the Managed NAC Security Service;
- 9.3.6 where you want to change the IP Address of any Appliance, submit a request to BT and BT will contact you to discuss your options with you;
- 9.3.7 notify BT of any planned work that may cause an Incident;
- 9.3.8 ensure that all Enabling Services are adequately maintained throughout the provision of the Managed NAC Security Service;
- 9.3.9 if applicable, connect equipment to the Managed NAC Security Service only by using the BT Network termination point at the Site(s);
- 9.3.10 in the event of a failure of Purchased Equipment that are under warranty or liable for replacement as part of the Managed NAC Security Service, dispose or return the faulty equipment or components as directed by BT, or permit BT or BT's agents at BT's discretion to remove and replace the faulty equipment or components. BT will use reasonable endeavours to ensure any data on the faulty equipment or components is rendered unreadable prior to disposal or recycling;



- 9.3.11 distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the Managed NAC Security Service;
- 9.3.12 maintain a written list of current Users and provide a copy of such list to BT within five Business Days following BT's written request at any time;
- 9.3.13 ensure the security and proper use of all valid User access profiles, passwords and other systems administration information used in connection with the Managed NAC Security Service and:
  - (a) immediately terminate access for any person who is no longer a User;
  - (b) inform BT immediately if a User's ID or password has, or is likely to, become known to an unauthorised person, or is being or may be used in an unauthorised way;
  - (c) take all reasonable steps to prevent unauthorised access to the Managed NAC Security Service;
  - (d) satisfy BT's security checks if a password is lost or forgotten; and
  - (e) change any or all passwords or other systems administration information used in connection with the Managed NAC Security Service if BT requests you to do so in order to ensure the security or integrity of the Managed NAC Security Service;
- 9.3.14 ensure that the maximum number of Users will not exceed the permitted number of User identities as set out in any applicable Order;
- 9.3.15 not allow any User specific subscription to be used by more than one individual User unless it has been reassigned in its entirety to another individual User, in which case you will ensure the prior User will no longer have any right to access or use the Managed NAC Security Service;
- 9.3.16 where BT recommends, in case of a business critical Customer Network, provide a test environment where a new version or patched version of the Managed NAC Security Service will be tested before deployment to a live production environment; and
- 9.3.17 with regard to any support or maintenance Services provided under this Contract:
  - (a) follow BT's and the Supplier's procedures, as notified to you from time to time, when contacting the Service Desk;
  - (b) provide reasonable access to BT to all necessary information, systems and personnel to resolve Incidents;
  - (c) implement promptly all Software updates and fixes provided by BT or the Supplier; and
  - (d) update Software to its supported versions.

This Paragraph 9.3.17 does not reduce or waive your responsibilities under the EULA.

#### 9.4 The End of the Service

On expiry or termination of the Managed NAC Security Service by either of us, you will disconnect any Customer Equipment from Associated Services located at the Site(s).

### 10 Notification of Incidents

- 10.1 Where you become aware of an Incident:
  - (a) the Customer Contact will report it to the Service Desk;
  - (b) BT will give you a Ticket;
  - (c) BT will inform you when it believes the Incident is cleared and will close the Ticket when
    - (i) you confirm that the Incident is cleared within 24 hours after having been informed; or
    - (ii) BT has attempted unsuccessfully to contact you, in the way agreed between both of us in relation to the Incident, and you have not responded within 24 hours following BT's attempt to contact you.
- 10.2 If you confirm that the Incident is not cleared within 24 hours after having been informed, the Ticket will remain open, and BT will continue to work to resolve the Incident.
- 10.3 Where BT becomes aware of an Incident, Paragraphs 10.1(a), 10.1(b), 10.1(c) and 10.3 will apply.



## Part C – Service Levels

### 11. Service Levels

11.1 The Service Levels are as set out in Part C of the Managed Service Schedule.

11.2 Any Service Levels that apply to the Enabling Services will be set out in the terms associated with such Enabling Services.





## Part D – Defined Terms

### 12 Defined Terms

In addition to the defined terms in the General Terms and in the Managed Service 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 Managed Service Schedule to the General Terms, these defined terms will take precedence for the purposes of this Annex). BT has repeated some definitions in this Annex that are already defined in the General Terms and in the Managed Service Schedule to the General Terms. This is to make it easier for you to find the definitions when reading this Annex.

**"Acceptance Test Period"** has the meaning given in Paragraph 9.2.1.

**"Acceptance Tests"** means those objective tests conducted by you that when passed confirm that you accept the Managed NAC Security Service and that the Managed NAC Security Service is ready for use save for any minor non-conformities that will be resolved as an Incident in accordance with Paragraphs 8.3.1.

**"Access Line"** means a Circuit connecting the Site(s) to the BT Network or POP.

**"ActiveCare Advanced"** means the support provided by the Supplier for the Purchased Equipment.

**"Appliance"** means a Device or piece of equipment designed to perform a specific task (Network Access Control functionality).

**"Availability"** means the period of time when the Managed NAC Security Service is functioning.

**"Business Hours"** means between the hours of 0800 and 1700 in a Business Day.

**"Circuit"** means any line, conductor, or other conduit between two terminals by which information is transmitted, and that is required as part of the Associated Service.

**"Complex Service Request"** means a change to the Service that goes beyond the Simple Service Request.

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

**"Contracted Maintenance Hours"** means the times during which BT will provide maintenance for Purchased Equipment, which are Business Hours unless set out otherwise in any applicable Order.

**"CSP"** means customer security policy.

**"Customer Committed Date"** has the meaning given in Paragraph 8.1.3.

**"Customer Equipment"** means any equipment including any Purchased Equipment and any software, other than BT Equipment, used by you in connection with a Managed NAC Security Service.

**"Customer Network"** means your private telecommunications network comprising any WAN, LAN, managed security services or voice services, as appropriate and as configured so that traffic can be delivered over the network.

**"DAP"** means Delivered at Place as defined in Incoterms® 2010.

**"De-installation Charges"** means the charges payable by you on de-installation of the Managed NAC Security Service that are equal to the then current rates for Installation Charges on the date of de-installation.

**"Device"** means any entity which connects to the Customer Network and which has an IP Address, including but not limited to all desktop computers, laptop computers, IP phones, peripherals, tablets, mobile handsets, virtual machines, security cameras, physical access control and other security devices, heating and ventilation, operational and production line technology, medical devices.

**"Enabling Service"** has the meaning given in Paragraph 5.1.

**"Enterprise of Things"** means security processes where all the different device types on the network, physical or virtual, will be analysed and the data will be using to improve overall security.

**"EU"** means European Union.

**"EULA"** has the meaning given in Paragraph 7.3.1.

**"EyeSegment"** means the product name for the secure cloud based application provided by the Supplier as defined in Paragraph 3.4.

**"EyeExtend Service Option"** means the module provided by the Supplier as defined in Paragraph 3.5.

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

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

**"Incoterms® 2010"** means the International Commercial Terms, which are a series of pre-defined commercial terms published by the International Chamber of Commerce and are a trademark of the International Chamber of Commerce.

**"Installation Charges"** means those Charges set out in any applicable Order in relation to installation of the Managed NAC Security Service or any Purchased Equipment or Customer Equipment as applicable.

**"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.

**"Local Area Network"** or **"LAN"** means the infrastructure that enables the ability to transfer IP services within Site(s) (including data, voice and video conferencing services).

**"Local Contracted Business Hours"** means the times during which maintenance of any Access Line is provided, which are Business Hours unless set out otherwise in any applicable Order.

**"Managed NAC Security Service"** has the meaning given in Paragraph 1.

**"Managed Service"** has the meaning given to it in the Managed Service Schedule.

**"Managed Service Schedule"** means the Schedule that this Annex is appended to which details the management services that can apply to the Managed NAC Security Service and that can be found at [www.bt.com/terms](http://www.bt.com/terms).

**"Minimum Period of Service"** means a period of 12 consecutive months beginning on the Service Start Date, unless set out otherwise in any applicable Order.

**"MPLS"** or **"Multiprotocol Label Switching"** means a type of data-carrying technique that directs data from one network node to the next.

**"Professional Services"** means the Service Options set out in Paragraph 3.3 and which are labour related services.

**"Qualifying Incident"** means an Incident, except where any of the following events have occurred:

- (a) The Managed NAC Security Service has been modified or altered in any way by you, or by BT in accordance with your instructions;
- (b) Planned Maintenance;
- (c) you have performed any network configurations that BT did not approve;
- (d) an Incident has been reported and BT cannot confirm that an Incident exists after performing tests; or
- (e) you requested BT to test the Managed NAC Security Service at a time when no Incident has been detected or reported.

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

**"Renewal Period"** means for each Managed NAC Security Service, the initial 12 month period following the Minimum Period of Service, and each subsequent 12 month period.

**"Reverse Charge Mechanism"** means the method by which customers within the European Union may self-assess for domestic VAT on cross-border purchases in accordance with Articles 194 – 199 of Council Directive 2006/112/EC.

**"Service Desk"** means the helpdesk that you are able to contact to submit service requests, report Incidents and ask questions about the Managed NAC Security Service.

**"Service Level"** means each of the On Time Delivery Service Level and the Availability Service Level.

**"Service Management Boundary"** means the point where you present traffic to, or receive traffic from, any infrastructure that is provided as part of the Managed NAC Security Service and is owned or controlled by the Supplier or BT.

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

**"Severity Level 1 Incident"** means a Qualifying Incident that cannot be circumvented and that constitutes a complete loss of service at the Site(s) or Circuit.

**"Site"** means a location at which the Managed NAC Security Service is provided.

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

**"Supplier"** means ForeScout Technologies, Inc., 190 West Tasman Drive, San Jose, California, CA 95134, US.

**"Technical Account Manager"** has the meaning given in Paragraph 3.2.

**"Technical Operations Authority"** means the security manager appointed by BT who will work with you in respect to the activities as set out in Paragraphs 7.4.1.

**"Territory"** means the country in which BT is registered as resident for corporate income tax purposes.

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

**"Urgent Service Request"** means in respect of Simple Change upgrades and modifications need as a result of unplanned activities or unforeseen activities, but which are not critical to maintaining the security of organisation.

**"Wide Area Network or WAN"** means the infrastructure that enables the transmission of data between Sites.

**"WEEE"** has the meaning given in Paragraph 6.3.1.

**"WEEE Directive"** has the meaning given in Paragraph 6.3.1.