

BT Managed Micro-Segmentation Security Service Annex to the BT Managed Service Schedule

Contents

Applic	ation of this Annex	2
A note	on 'you'	2
	defined in the General Terms	
	- The BT Managed Micro-Segmentation Security Service	
1	Service Summary	
2	Standard Service Components	
3	Service Management Boundary	
4	Associated Services	
5	Specific Terms	
Part B	– Service Delivery and Management	
6	BT's Obligations	
7	Your Obligations	
Part C	– Service Targets and Service Levels	
8	Service Targets and Service Levels	
-	- Defined Terms	
9	Defined Terms	



Application of this Annex

This Annex sets out the additional terms that will apply where BT provides you with the BT Managed Micro-Segmentation Security Service. The terms of this Annex will apply in addition to the terms set out in:

- (a) the Schedule; and
- (b) the General Terms.

A note on 'you'

'You' and 'your' mean the Customer.

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 General Terms and Schedule.

Part A – The BT Managed Micro-Segmentation Security Service

1 Service Summary

BT will provide you with a right to access and use the BT Managed Micro-Segmentation Security Platform to provide you with visibility of your CSPs for Workloads on your network, comprising:

1.1 the Standard Service Components, up to the point of the Service Management Boundary as set out in Paragraph 3 ("BT Managed Micro-Segmentation Security Service").

2 Standard Service Components

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

- 2.1 **BT Managed Micro-Segmentation Security Platform:** BT will provide you with read-only access to the BT Managed Micro-Segmentation Security Platform. The BT Managed Micro-Segmentation Security Platform provides you with a portal which displays communications of the Workloads with the installed software agent called the Virtual Enforcement Node (VEN) in your network. This will include a real-time application dependency map that allows you to visually review the traffic flows between your Workloads and any CSPs you may have.
- 2.2 **Illumio Core and Endpoint VEN:** in accordance with the details as set out in any applicable Order, BT will provide you with respective Supplier licences and the ability to download and install the VEN into your environment. VEN is specific to Illumio Core and Endpoint and not transferable between other Illumio products.

2.3 First Line Support – Service Desk

The First Line Support - Service Desk will be available to you 24x7x365 to raise any Incidents with your Service. The Service Desk will work through structured questions in order to assess the severity of the Incident and if it can't be resolved, the Service Desk will raise an Incident Ticket to the Security Operations Centre team for support.

2.4 Second Line Support – Security Operations Centre (SOC)

- 2.4.1 The second line support includes:
 - (a) monitoring for pre-defined events related to platform or Workload availability;
 - (b) troubleshooting any Tickets related to SOC operations working with BT Managed Micro-Segmentation Security Service;
 - (c) escalating to the Third Line Support, in relation to Incidents within the BT Managed Micro-Segmentation Security Service management environment.

2.5 Third Line Support – Supplier Support Team

Third Line Support (provided by the Supplier) will deal with escalations from Second Line Support (provided by BT) as set out in Paragraph 2.4, and will use the investigations carried out by BT to support an Incident effectively.

3 Service Management Boundary

- 3.1 BT will provide and manage the BT Managed Micro-Segmentation Security Service in accordance with Parts A, B and C of this Annex and as set out in any applicable Order up to the point where you present traffic to, or receive traffic from, the BT Managed Micro-Segmentation Security Platform that is provided as part of the BT Managed Micro-Segmentation Security Service and is owned or controlled by BT ("Service Management Boundary").
- 3.2 BT will have no responsibility for the BT Managed Micro-Segmentation Security Service outside the Service Management Boundary.



3.3 BT does not make any representations, whether express or implied, about whether the BT Managed Micro-Segmentation Security Service will operate in combination with any Customer Equipment or other equipment and software.

4 Associated Services

- 4.1 You will have the following services in place that will connect to the BT Managed Micro-Segmentation Security Service and are necessary for the BT Managed Micro-Segmentation Security Service to function and will ensure that these services meet the minimum technical requirements that BT specifies:
 - 4.1.1 an Internet connection; and
 - 4.1.2 an external IP Address,

(each an "Enabling Service").

4.2 If BT provides you with any services other than the BT Managed Micro-Segmentation 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 Specific Terms

5.1 **EULA**

- 5.1.1 BT gives you a non-exclusive, non-transferable and limited right to use the BT Managed Micro-Segmentation Security Service for your internal business purposes only.
- 5.1.2 You will not resell or otherwise transfer the BT Managed Micro-Segmentation Security Service or other licences granted under the Contract.
- 5.1.3 You hereby agree to the terms of the end user licence agreement with the Supplier in the form set out at: https://www.illumio.com/legal/sf-eula as may be amended or supplemented from time to time by the Supplier ("EULA").
- 5.1.4 You will ensure that your Users also comply with the terms of the EULA.
- 5.1.5 You will observe and comply with the EULA for any use of the applicable Software.
- 5.1.6 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 Micro-Segmentation Security Service upon reasonable Notice, and:
 - (a) you will continue to pay the Charges for the Micro-Segmentation Security Service until the end of the Minimum Period of Service; and
 - (b) BT may charge a re-installation fee to re-start the Micro-Segmentation Security Service.
- 5.1.7 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.
- 5.1.8 Where the EULA are 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.

5.2 Managed Service Packages

As part of your chosen Managed Service Package, you will receive the relevant Managed Micro-Segmentation features according to the applicable service tier:

	MS1	MS2	MS3
Visibility Only	✓	✓	✓
Ransomware Containment	×	✓	✓
Application Ring Fencing	×	×	✓
Security Review	Twice per year	Quarterly	Monthly

5.3 Amendments to the Managed Service Schedule

- 5.2.1 In addition to what it says in the Schedule about the Minimum Period of Service and Renewal Periods, if you purchase any additional licences during the Minimum Period of Service, such licences will terminate at the end of the Minimum Period of Service.
- 5.2.2 Paragraphs 2.2.2, 2.5-2.13 are not applicable for the Managed Micro-Segmentation Security service.
- 5.2.3 Paragraph 2.14 is replaced with the following:
- 2.14 Change Management Simple Service Requests



- (a) BT will provide secure access to the Security Portal to all pre-agreed and authorised Customer Contacts to enable you to submit your change requests.
- (b) Simple Service Request subject to the Reasonable Use Policy set out in Paragraph 2.13(e) are included in the Charges.
- (c) Complex Change requests will proceed in accordance with Clause 31 (Service Amendment) of the General Terms and BT will charge you the cost of implementing Complex Changes.
- (d) BT will communicate the status of change requests via e-mail to the Customer Contact requesting the change and the status will be available also on the Security Portal for a period of six months.
- (e) BT will apply the following "**reasonable use**" restrictions ("**Reasonable Use Policy**") for changes to the CSP(s):
 - (i) you will not raise Standard Change requests more frequently than:
 - i. 6 per month in respect of Managed Service 1;
 - ii. 8 per month in respect of Managed Service 2; and
 - iii. 10 per month in respect of Managed Service 3
 - (ii) you will not raise Urgent Change requests more frequently than:
 - i. one per month in respect of Managed Service 1;
 - ii. two per month in respect of Managed Service 2; and
 - iii. three per month in respect of Managed Service 3;
 - (iii) where BT's measurements show that change requests are being raised more frequently than as set out in Paragraphs 2.14(e)(i)2.14(e)(ii), 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.
- (f) You will not, and ensure that Users with access to the Security Portal do not, submit any unauthorised changes. You are deemed to have approved all changes to the CSP(s) that you submit to BT.
- (g) 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.
- 5.2.4 For the purpose of Paragraph 4.7.2 (**Termination Charges**) of the Schedule, the Termination Charges for the Associated Service of the BT Managed Micro-Segmentation Security Service will be:
 - 4.7.2 In addition to the Charges set out at Paragraph 4.7.1 above, if you terminate during the Minimum Period of Service or any Renewal Period, you will pay BT:
 - (a) for any parts of the BT Managed Micro-Segmentation Security Service that were terminated during the Contract, Termination Charges, as compensation, equal to:
 - (i) 100 per cent of the Recurring Charges that are attributable to the Supplier licences purchased for the remaining Minimum Period of Service or Renewal Period;
 - (ii) 100 per cent of the Recurring Charges that are attributable to the BT Managed Micro-Segmentation Security Service, excluding those attributable to the Supplier licences, for the first 12 months of the Minimum Period of Service; and
 - (iii) 20 per cent of the Recurring Charges that are attributable to the BT Managed Micro-Segmentation Security Service, excluding those attributable to the Supplier licences for the remaining Minimum Period of Service or Renewal Period.
- 5.2.5 Paragraph 2.17 does not apply to the Managed Micro Segmentation Security Service.

5.4 The Data Processing Annex for BT Managed Micro-Segmentation Security Service applies to the BT Managed Micro-Segmentation Security Service, as set out at https://business.bt.com/terms-and-conditions/gdpr/

Part B – Service Delivery and Management

6 BT's Obligations

6.1 Service Delivery

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



- 6.1.1 provide the ability for you to download and install Illumio VEN into your environment;
- 6.1.2 provide access to the BT Managed Micro-Segmentation Security Platform using a single sign-on service of your choosing. In the event this is not possible, BT will provide a username and password;
- 6.1.3 provide you with a template document for capturing the detailed scope for Service delivery;
- 6.1.4 in accordance with the any applicable order, configure the relevant managed service package; and
- 6.1.5 on the date that BT has completed the activities in this paragraph, confirm to you the date on which the Acceptance Test Period will commence.

6.2 **During Operation**

On and from the Service Start Date, BT:

- 6.2.1 work with the Supplier as necessary to restore Service without undue delay if you report an Incident;
- 6.2.2 make available to you monthly summary report on;
- 6.2.3 review and discuss with you, if required, any received requests to change the Service that exceeds a Simple Service Request before it is implemented.

6.3 The End of the Service

On termination of the BT Managed Micro-Segmentation Security Service by either of us, BT will remove your access to the BT Managed Micro-Segmentation Security Platform.

7 Your Obligations

7.1 **Service Delivery**

Before the Service Start Date and, where applicable, throughout the provision of the BT Managed Micro-Segmentation Security Service, you will:

- 7.1.1 provide BT with the details of your external IP Address(es);
- 7.1.2 ensure the licences meet the requirements of your environment;
- 7.1.3 ensure all Workloads in scope of the Service are up to date with latest security and service updates from the operating systems vendor;
- 7.1.4 install the VEN onto your Workload in accordance Paragraph 2.2;
- 7.1.5 provide BT with estimated dates for the completion of the VEN installation;
- 7.1.6 use best endeavours to remediate any problems encountered during the process of deploying the VEN to the Workloads; were applicable, exclude the installation path of the VEN from anti-virus or other scanning applications;
- 7.1.7 provide BT with the template document completed in accordance with Paragraph 6.1.3;
- 7.1.8 obtain any internal approvals prior to the Service Start Date; and
- 7.1.9 nominate a primary contact which BT can liaise with for the duration of the installation of the VEN.

7.2 Acceptance Tests

- 7.2.1 You will carry out the Acceptance Tests for the BT Managed Micro-Segmentation Security Service within five Business Days after receiving Notice from BT in accordance with Paragraph 6.1.5 of the Schedule ("Acceptance Test Period").
- 7.2.2 The BT Managed Micro-Segmentation 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.
- 7.2.3 Subject to Paragraph 7.2.4, the Service Start Date will be the earlier of the following:
 - (a) the date that you confirm or BT deems acceptance of the BT Managed Micro-Segmentation Security Service in writing in accordance with Paragraph 7.2.2; or
 - (b) the date of the first day following the Acceptance Test Period.
- 7.2.4 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.

7.3 **During Operation**

On and from the Service Start Date, you will:

7.3.1 ensure that any Customer Equipment that is connected to the BT Managed Micro-Segmentation Security Service or that you use, directly or indirectly, in relation to the BT Managed Micro-Segmentation



Security Service is connected using the applicable BT Network termination point, unless you have BT's permission to connect by another means;

- 7.3.2 notify BT of any planned work that may create an Incident to allow appropriate action to be taken; and
- 7.3.3 maintain the health of your own Workloads.

7.4 The End of the Service

On termination of the BT Managed Micro-Segmentation Security Service by either of us, you will uninstall the VEN from your Workload and BT will decommission your Managed Micro-Segmentation Security Platform.



Part C – Service Targets and Service Levels

8 S	ervice 1	iargets	and S	Servi	ce Lev	els'
-----	----------	----------------	-------	-------	--------	------

8.1 The Service Targets and Service Levels are as set out in Part C of the Schedule.



Part D – Defined Terms

9 Defined Terms

In addition to the defined terms in the General Terms and the Schedule, 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 and Schedule, 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 Schedule. 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 7.2.1.
- "Acceptance Tests" means those objective tests conducted by you that when passed confirm that you accept the BT Managed Micro-Segmentation Security Service and that the BT Managed Micro-Segmentation Security Service is ready for use as set out in Paragraph 6.1.
- "BT Managed Micro-Segmentation Security Platform" means has the meaning given to it in Paragraph 2.1.
- "BT Managed Micro-Segmentation Security Service" has the meaning given in Paragraph 1.
- "CSP" means Customer Security Policy.
- "Device" means any mobile handset, laptop, tablet or other item of handheld equipment, including all peripherals, excluding SIM Cards and applications.
- "General Terms" means the general terms to which the Schedule and this Annex are attached or can be found at 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 BT Managed Micro-Segmentation Security Service or particular element of the BT Managed Micro-Segmentation Security Service.
- "Schedule" means the Managed Service Schedule.
- "Service Management Boundary" has the meaning given in Paragraph 3.1.
- "Standard Service Components" has the meaning given in Paragraph 2.
- "Supplier" means Illumio whose registered office is at 920 De Guigne Drive, Sunnyvale, California.
- "**VEN**" means the virtual enforcement node which is the software agent which allows communications to the BT Managed Micro-Segmentation Security Platform from the Workload it is installed on.
- "Workload" means a physical or virtual device that is managed and protected by the Illumio Platform and used to deliver the Service. This includes, but is not limited to, virtual machines, physical servers, and other computing resources.