



BT Managed Endpoint Security – CrowdStrike Service Annex to the Managed Service Schedule

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Application of this Annex

This Annex sets out the additional terms that will apply where BT provides you with the BT CrowdStrike Service. The terms of this Annex 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 the Schedule.

Part A – The BT Managed Endpoint Security - CrowdStrike Service

1 Service Summary

- 1.1 BT will provide you with a right to access and use a cloud-based Device protection and detection response service comprising:
 - 1.1.1 the Standard Service Components; and
 - 1.1.2 the Service Options, if any, as set out in any applicable Order, up to the point of the Service Management Boundary as set out in Paragraph 5 ("**BT Managed Endpoint Security - CrowdStrike Service**" or ("**BT CrowdStrike Service**").

2 Standard Service Components

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

- 2.1 **CrowdStrike licence pack:** This is Supplier Software for the licence period as set out in the Order for you to download to enable you to use the BT CrowdStrike Service. If you purchase any additional licence packs in-life of the Contract, such licences will terminate at the same time as termination of the Contract.
- 2.2 **CrowdStrike Portal:** This is a portal that provides you with a right to access and use the BT CrowdStrike Service enabling you to protect the selected Devices from malware, including trojans, worms, viruses, zero-day threats, targeted advanced persistent threats and rootkits.
- 2.3 **BT CrowdStrike support team:** The BT CrowdStrike support team operate from the SOC. The BT CrowdStrike support team act upon any Security Incident detected by the BT CrowdStrike Service. The SOC utilises customer data traffic in pursuit of the detection and response capability of the BT CrowdStrike Service, and
 - 2.3.1 where an alert is detected, a warning will be raised and reported to you. You can access the CrowdStrike Portal to confirm and initiate any corrective investigation. Once the Security Incident is resolved, you will respond with confirmation to BT that the Security Incident is closed; and
 - 2.3.2 you may report high levels of security alerts, which will be logged by the BT support team and then passed to the SOC for further investigation.
- 2.4 **First Line Support – Service Desk**

The first line support (Service Desk) will receive reports from you and use structured questions to record the details of the Incident or the Security Incident which you report to BT. BT will generate a Ticket which will then be sent to the second line support.
- 2.5 **Second Line Support – Security Analysts within the SOC**
 - 2.5.1 The second line support;
 - (a) provides monitoring and troubleshooting related to SOC operations working with BT CrowdStrike Service technologies and other core network security products;
 - (b) determines critical system and data integrity;
 - (c) provides for new analytic methods for detecting threats; and
 - (d) will escalate to the third line support, in relation to Incidents or Security Incidents within the BT CrowdStrike Service management environment.
- 2.6 **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 2.5, and use the investigations carried out by BT to support an Incident or Security Incident



effectively. If you have selected the MS2 Package or MS3 Package you will have access to specialists in Threat Hunting.

3 Managed Service Packages

3.1 You will choose one of the Managed Service Packages, some of the features of which are set out in the tables below, as set out in any applicable Order. The Managed Service Package you have chosen for the BT CrowdStrike Service must align with the Managed Service Package you have chosen for your overall Managed Service, as set out in the Schedule.

	MS1 Package	MS2 Package	MS3 Package
Service			
Falcon Prevent	✓	✓	✓
Falcon Intel	✓	✓	✓
Falcon Device Control	Optional – at an additional Charge	✓	✓
Falcon Insight	✗	✓	✓
Falcon OverWatch	✗	✓	✓
Falcon Discover	✗	✗	✓
Threat Graph	✗	✓	✓

3.2 The MS1 Package will provide enhanced capabilities to ensure that deployment, operational and management issues are resolved as quickly as possible. It includes extended coverage hours and direct engagement with the SOM. The SOM will carry out a review every six months in accordance with Paragraph 8.3.1.

3.3 The MS2 Package will provide prioritised case handling, quarterly health checks and reports. The SOM will carry out a quarterly review in accordance with Paragraph 8.3.2.

3.4 If you have selected the MS3 Package the SOM will carry out a review not less than monthly in accordance with Paragraph 8.3.3.

3.5 In each of the Managed Service Packages, the SOM will provide guidance to ensure effective implementation, operation and management of the BT CrowdStrike Service.

3.6 Threat Graph is mandatory at MS2 and MS3 Packages. You will select one of five alternative Threat Graph options which BT will discuss with you.

3.7 Dependent on the Managed Service Package which you have chosen, you will be provided with support from BT as set out in the table below:

	MS1 Package	MS2 Package	MS3 Package
BT Support			
Implementation	✓	✓	✓
Advise you of high impact Incidents and Security Incidents	✓	✓	✓
Service availability monitoring	✓	✓	✓
Change management	✓	✓	✓
Security Incident triage	✗	✓	✓
Advise you of confirmed Security Incidents and recommendations	✗	✓	✓
Liaison with other BT Service Desks where you have other security products	✗	✓	✓
SOM reporting	6 monthly	Quarterly	Monthly



	MS1 Package	MS2 Package	MS3 Package
Proactive monitoring, managed Threat Hunting and reactive remediation	x	✓	✓ (Proactive Threat Hunting)
Security Incident log retention	7 days	7 days or as agreed by the Parties	7 days or as agreed by the Parties

4 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 as set out in that Order:

4.1 Security Incident Response

The Security Incident Response Service Option is available with the MS2 and MS3 Package and provides a Security Incident triage service which includes a response to business critical Security Incidents on Devices protected by the BT CrowdStrike Service. BT provides no management service in relation to this Service Option.

5 Service Management Boundary

- 5.1 BT will provide and manage the BT CrowdStrike Service in accordance with Parts A, B and C of this Annex and as set out in any applicable Order up to the CrowdStrike Portal in the cloud ("**Service Management Boundary**").
- 5.2 BT will have no responsibility for the BT CrowdStrike Service outside the Service Management Boundary.
- 5.3 BT does not make any representations, whether express or implied, about whether the BT CrowdStrike Service will operate in combination with any Customer Equipment or other equipment and software.

6 Associated Services

- 6.1 You will have the following services in place that will connect to the BT CrowdStrike Service which is necessary for the BT CrowdStrike Service to function and will ensure that these services meet the minimum technical requirements that BT specifies:
 - 6.1.1 an IP connection allowing BT CrowdStrike Service to connect to the cloud based CrowdStrike Portal; and
 - 6.1.2 an Internet connection with sufficient bandwidth,(each an "**Enabling Service**").
- 6.2 The BT CrowdStrike Service will only operate on certain operating systems which will be advised by BT and can be found at <https://www.crowdstrike.com/endpoint-security-products/crowdstrike-falcon-faa/>.
- 6.3 If BT provides you with any services other than the BT CrowdStrike 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.

7 Equipment

BT does not make any representations, whether express or implied, about whether the BT CrowdStrike Service will operate in combination with any Customer Equipment or other equipment and software.

8 Specific Terms

8.1 Customer Committed Date

- 8.1.1 If you request a change to the BT CrowdStrike Service or any part of the BT CrowdStrike Service, then BT may revise the Customer Committed Date to accommodate that change.
- 8.1.2 BT may expedite delivery of the BT CrowdStrike Service for operational reasons or in response to a request from you, but this will not revise the Customer Committed Date.

8.2 EULA

- 8.2.1 BT will only provide the BT CrowdStrike Service if you have accept the end user licence agreement with the Supplier in the form set out at [Appendix 1](#), as may be amended or supplemented from time to time by the Supplier ("**EULA**"). By entering into this Contract, you accept the terms of the EULA.
- 8.2.2 You will observe and comply with the EULA for all and any use of the applicable Software.

- 8.2.3 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 BT CrowdStrike Service upon reasonable Notice, and:
- (a) you will continue to pay the Charges for the BT CrowdStrike Service until the end of the Minimum Period of Service or Renewal Period; and
 - (b) BT may charge a re-installation fee to re-start the BT CrowdStrike Service.
- 8.2.4 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 recoverable from BT.
- 8.2.5 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.

8.3 Reviews

8.3.1 MS1 Package

- (a) The Security Optimisation Manager will carry out a review six monthly as follows:
 - (i) a BT CrowdStrike Service review focussing on the performance of the BT CrowdStrike Service; and
 - (ii) an 'end of life' review on an ongoing basis. The Security Optimisation Manager will provide you with a report summarising the applications and software that are managed by BT on your behalf as part of the BT CrowdStrike Service that will become end of life within the following six months. The report will include applications and software advised to you previously that are past end of life and that require immediate action by you.
- (b) Reports on the review will be made to you via the CrowdStrike Portal.
- (c) If requested by you and if agreed to by BT, both of us may hold a conference call to discuss the report.
- (d) If BT has agreed to participate in a conference call you will ensure that any report the Security Optimisation Manager provides you with will be reviewed by your suitably qualified personnel who are participating in the conference call prior to the conference call taking place.
- (e) You will take appropriate action to address issues as recommended by the Security Optimisation Manager:
 - (i) in respect of the BT CrowdStrike Service including implementing security improvements as agreed with the Security Optimisation Manager or as advised by the Security Optimisation Manager as your responsibility; and
 - (ii) in respect of the end of life review or as set out in the end of life review report.

8.3.2 MS2 Package

- (a) The Security Optimisation Manager will carry out a review quarterly as follows:
 - (i) a BT CrowdStrike Service review focussing on the performance of the BT CrowdStrike Service;
 - (ii) a review of your CSP(s) focussing on the effectiveness of the rules applied to the CSP(s) and the need to fine tune or amend the rules of your CSP(s); and
 - (iii) an end of life review as set out in Paragraph 8.3.1 (a) (ii).
- (b) In addition to taking the action set out in Paragraph 8.3.1 (e), you will be responsible for initiating the appropriate change requests in accordance with the CSP Change Management Process to address issues in respect of fine tuning or amending your CSP(s) as recommended by the Security Optimisation Manager.

8.3.3 MS3 Package

- (a) The Security Optimisation Manager will carry out a review at intervals agreed by both of us but not less than monthly as follows:
 - (i) a BT CrowdStrike Service review every month focussing on the performance of the BT CrowdStrike Service;
 - (ii) a review of your CSP(s) focussing on the effectiveness of the rules applied to the CSP(s) and the need to fine tune or amend the rules of your CSP(s); and
 - (iii) an end of life review as set out in Paragraph 8.3.1 (a) (ii).
- (b) The Security Optimisation Manager will provide you with a report on the review via the Security Portal or direct to you by e-mail, if agreed by both of us.
- (c) If requested by you and if agreed to by BT, both of us may hold a conference call to discuss the report or BT may attend a meeting at your Site depending on your location to discuss the report with you.

- (d) If BT has agreed to participate in a conference call or attend a meeting at your Site, you will ensure that any report the Security Optimisation Manager provides you with will be reviewed by your suitably qualified personnel who are participating in the conference call or attending the meeting prior to the conference call or meeting taking place.

8.4 Upgrades/Downgrades to a Higher/Lower Managed Service Package

- 8.4.1 You may upgrade to a higher Managed Service Package during the Minimum Period of Service.
- 8.4.2 If the BT CrowdStrike Service is the only Associated Service you have purchased, the Minimum Period of Service will continue to apply if you have upgraded to a higher Managed Service Package.
- 8.4.3 If you have purchased the BT CrowdStrike Service alongside another Associated Service, the Minimum Period of Service will restart if you have upgraded to a higher Managed Service Package.
- 8.4.4 If you upgrade to a higher Managed Service Package under either this Annex, the Schedule or any other Associated Service, you must upgrade your entire Contract to that higher Managed Service Package.
- 8.4.5 BT will invoice you for and you will pay BT the difference in Charges between the lower and the higher Managed Service Package for the period of the Minimum Period of Service that you have paid in advance. You will commence paying the new Charges for the higher Managed Service Package from the next billing period.
- 8.4.6 You may downgrade to a lower Managed Service Package. If you downgrade to a lower Managed Service Package, you will pay the Termination Charges as set out in Paragraph 4.7 of the Schedule and as amended by this Annex at Paragraph 8.5.8.

8.5 Amendments to the Managed Service Schedule

- 8.5.1 Paragraphs 2.5 (**Maintenance Care Levels**), 2.7 (**Vital Port Monitoring**), 2.8 (**In-Band and Out of Band Management**), 2.9 (**Configuration Management**) and 2.10 (**Software Upgrades**) of the Schedule will not apply.
- 8.5.2 Paragraphs 2.11.3 (**Network Reporting**), 2.11.4 (**IPSLA Reporting**) and 2.11.5 (**Application Reporting**) of the Schedule will not apply.
- 8.5.3 Paragraph 2.11.6 (**Vendor Network and Application Reporting**) of the Schedule will not apply if you have selected the MS1 Package but if you have selected either the MS2 or MS3 Package, your reports will be generated by the SOM.
- 8.5.4 Paragraphs 2.12 (**Capacity Management**) and 2.13 (**Availability Management**) of the Schedule will not apply.
- 8.5.5 Paragraph 2.16.5 (**WLAN Survey**), 2.16.6 (**Network Assessment Physical Detail Collection Package and Network Assessment Physical Detail Collection Day Rate**), 2.16.7 (**Infrastructure Cabling**) and 2.16.8 (**PDS Installation Services**) of the Schedule will not apply.
- 8.5.6 The wording of Paragraph 4.1 (**Changes to the Contract**) of the Schedule is deleted and replaced with the following:
- 4.1.1 BT may propose changes to this Schedule, the General Terms or the Charges (or any of them) by giving you Notice at least 90 days prior to the end of the Minimum Period of Service and each Renewal Period ("**Notice to Amend**").
- 4.1.2 Within 10 days of any Notice to Amend, you will provide BT Notice:
- (a) agreeing to the changes BT proposed, in which case those changes will apply from the beginning of the following Renewal Period;
- (b) requesting revisions to the changes BT proposed, in which case both of us will enter into good faith negotiations for the remainder of that Minimum Period of Service or Renewal Period, as applicable, and, if agreement is reached, the agreed changes will apply from the beginning of the following Renewal Period; or
- (c) terminating the Contract at the end of the Minimum Period of Service or Renewal Period, as applicable.
- 4.1.3 If we have not reached agreement in accordance with Paragraph 4.1.2(b) by the end of the Minimum Period of Service or the Renewal Period, the terms of this Schedule will continue to apply from the beginning of the following Renewal Period unless you give Notice in accordance with Paragraph 4.1.2(c) or BT may give Notice of termination, in which case BT will cease delivering the BT CrowdStrike Service at the time of 23:59 on the last day of the Minimum Period of Service or subsequent Renewal Period as applicable.



- 8.5.7 Regardless of what it may say in Paragraph 4.2 (**Minimum Period of Service and Renewal Periods**) of the Schedule:
- 4.2.1 You may request an extension to the BT CrowdStrike Service for a Renewal Period by Notice in writing to BT at least 90 days before the end of the Minimum Period of Service or Renewal Period ("**Notice of Renewal**").
 - 4.2.2 If you issue a Notice of Renewal in accordance with Paragraph 4.2.1, BT will extend the BT CrowdStrike Service for the Renewal Period and both of us will continue to perform each of our obligations in accordance with the Contract.
 - 4.2.3 If you do not issue a Notice of Renewal in accordance with Paragraph 4.2.1, BT will cease delivering the BT CrowdStrike Service at the time of 23:59 on the last day of the Minimum Period of Service or Renewal Period.
 - 4.2.4 If the BT CrowdStrike Service is the only Associated Service purchased under the Contract for the Managed Service, Paragraph 4.2 of the Schedule will not apply to the Managed Service and Paragraph 8.5.7 of this Annex will apply; and
 - 4.2.5 If the BT CrowdStrike Service is purchased along with other Associated Services under the Contract for the Managed Service, Paragraph 4.2 of the Schedule will apply to the Managed Service and the other Associated Services and Paragraph 8.5.7 of this Annex will apply only to the BT CrowdStrike Service.
- 8.5.8 The wording in Paragraph 4.7.2 (**Termination Charges**) of the Schedule is deleted and replaced with the following:
- 4.7.2 In addition to the Charges set out at Paragraph 4.7.1 above, if you terminate the BT CrowdStrike Service during the Minimum Period of Service or any Renewal Period you will pay BT:
 - (a) for any parts of the BT CrowdStrike 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 CrowdStrike licence pack for the remaining Minimum Period of Service or any Renewal Period;
 - (ii) 100 per cent of the Recurring Charges that are attributable to the Managed Service, excluding those attributable to the CrowdStrike licence pack, for the first 12 months of the Minimum Period of Service;
 - (iii) 35 per cent of the Recurring Charges that are attributable to the Managed Service, excluding those attributable to the CrowdStrike licence pack, for the remaining Minimum Period of Service or Renewal Period; and
 - (iv) any waived Installation Charges;
- 8.5.9 Regardless of what it may say in Paragraphs 4.3.2 and 4.3.3 of the Schedule, if either of us terminates the Managed Service in accordance with Paragraph 4.3.1 of the Schedule, the BT CrowdStrike Service will automatically terminate at the same time and you will pay Termination Charges in accordance with Paragraph 4.7 of the Schedule as amended by this Annex.
- 8.5.10 Paragraph 4.10 (**Security**) of the Schedule will not apply.
- 8.5.11 Paragraphs 5.1.3 (**BT obligations for PDS Installation**) and 5.3 (**BT's obligations During Operation**) of the Schedule will not apply.
- 8.5.12 Paragraphs 6.1.4 (**providing BT access to any of your Sites**), 6.1.6 (**specialist equipment at your Site**), 6.1.9 (**LAN protocols and applications compatible with the Managed Service and Associated Service**) and 6.2.13 (**your obligations on expiry or termination of the Managed Service**) of the Schedule will not apply.
- 8.5.13 Paragraphs 6.3 (**UCC Obligations**), 6.4 (**WAN Obligations**) and 6.5 (**LAN Obligations**) of the Schedule will not apply.
- 8.5.14 The wording in Paragraph 7 (**Notification of Incidents**) of the Schedule is deleted and replaced with the following:
- 7.1 Where you become aware of an Incident or a Security Incident:
 - 7.1.1 The Customer Contact will report it to the Service Desk;
 - 7.1.2 BT will give you a Ticket;
 - 7.1.3 BT will inform you when it believes the Incident or Security Incident is cleared and will close the Ticket when:

- (a) you confirm that the Incident or Security Incident is cleared within 24 hours after having been informed; or
- (b) BT has attempted unsuccessfully to contact you, in the way agreed between both of us in relation to the Incident or Security Incident, and you have not responded within 24 hours following BT's attempt to contact you.

7.1.4 If you confirm that the Incident or Security 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 or Security Incident.

7.1.5 Where BT becomes aware of an Incident or Security Incident, Paragraphs 7.1.2, 7.1.3 and 7.1.4 as amended by Paragraph 8.5.14 of this Annex will apply.

7.1.6 This Paragraph 7 will not apply to Security Incidents if you have selected the MS1 Package.

8.5.15 Part C (**Service Levels**) of the Schedule will be deleted and Part C of this Annex will apply instead.

8.6 **Amendments to the General Terms**

The definition of Software is deleted and replaced with:

"Software" means any software in object code format only, and related documentation (whether on tangible or intangible media) that BT or the Supplier provides to you as part of a Service. It includes any embedded software, but it excludes Open Source Software.

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Part B – Service Delivery and Management

9 BT's Obligations

9.1 During Operation

On and from the Service Start Date, BT:

- 9.1.1 will respond and use reasonable endeavours to remedy an Incident or Security Incident without undue delay and in accordance with the Service Care Levels in Part C of this Annex if BT detects or if you report an Incident or Security Incident;
- 9.1.2 will maintain or arrange for the CrowdStrike Portal to be maintained to provide you with online access to performance reports; and
- 9.1.3 may, in the event of a security breach affecting the BT CrowdStrike Service, require you to change any or all of your passwords.

9.2 The End of the Service

On termination of the BT CrowdStrike Service by either of us, BT will terminate any rights of access to the CrowdStrike Portal and the Security Portal and stop providing all other elements of the BT CrowdStrike Service.

10 Your Obligations

10.1 Service Delivery

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

- 10.1.1 request that BT configures no more than 100 static or dynamic groups;
- 10.1.2 be responsible for downloading the CrowdStrike licence pack, and deploying licensed agent software to the endpoint Devices selected;
- 10.1.3 use best endeavours to remediate any problems encountered during the process of deploying the licensed agent software to the endpoint Devices selected;
- 10.1.4 provide consent for detection assessment and mitigation of the condition of the endpoint Device;
- 10.1.5 provide consent for sending logs in the form of metadata to the CrowdStrike Portal;
- 10.1.6 be responsible for establishing communication by opening ports and by-passing proxies between the deployed licensed agent software and the BT CrowdStrike Service;
- 10.1.7 identify which employees will have access to the BT CrowdStrike Service, supply BT with their name and email address in order that their individual role based access can be created;
- 10.1.8 upon receiving the BT CrowdStrike Service access credentials, ensure you successfully complete the account set-up, including password creation;
- 10.1.9 share with BT any relevant internal processes or policies that may affect delivery of the BT CrowdStrike Service, and operations, and BT will advise where these are not compatible with the BT CrowdStrike Service;
- 10.1.10 make available to BT sufficient resources to facilitate ordering, design, and implementation of the BT CrowdStrike Service; and
- 10.1.11 nominate a representative(s) for SOC interaction when raising Incidents or Security Incidents.

10.2 During Operation

On and from the Service Start Date, you will:

- 10.2.1 monitor and maintain any Customer Equipment connected to the BT CrowdStrike Service or used in connection with the BT CrowdStrike Service;
- 10.2.2 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;
 - (b) contains or creates material that is in breach of the Acceptable Use Policy and you are contacted by BT about such material, andredress the issues with the Customer Equipment prior to reconnection to the BT CrowdStrike Service; and
- 10.2.3 provide consent to BT permitting BT super administrator access.



Part C – Service Care Levels

11 Service Care Levels

- 11.1 All Incidents and Security Incidents will be assigned a Priority by BT. You may request, and BT will reasonably consider, changes to the Priority assigned to an Incident or Security Incident.
- 11.2 You will ensure that any Incident or Security Incident notification includes all relevant and available logs at the time of contacting BT.
- 11.3 BT may require additional data while investigating the Incident or Security Incident that could include:
 - 11.3.1 WPP logs;
 - 11.3.2 complete dumps (not mini-dumps);
 - 11.3.3 packet captures - required to investigate firewall, application control, Device control issues;
 - 11.3.4 machine image - when issue cannot be reproduced readily;
 - 11.3.5 performance monitor logs;
 - 11.3.6 process monitor logs;
 - 11.3.7 windows performance analyser;
 - 11.3.8 filemon logs; and
 - 11.3.9 remote access to your endpoint Devices.

11.4 Service Care Support

11.4.1 Target Initial Response Time and Follow-Up

Priority Level	Target Initial Response Time	Follow-Up	Description and Examples
P1	<ul style="list-style-type: none"> • MS1 Package Support – whenever a progress update is available • MS2 Package Support and MS3 Package Support – confirmation of the Incident or Security Incident within 1 hour of the Incident or Security Incident being reported by telephone to the Service Desk 	Every hour	<ul style="list-style-type: none"> • CrowdStrike Portal is not available to you. • Serious impact and Incident cannot be circumvented, typically where the BT CrowdStrike Service is completely down / unavailable. • Large impact on a portion of the BT CrowdStrike Service and cannot be circumvented, causes significant loss of the BT CrowdStrike Service, but the impacted business function is not halted.
P2	<ul style="list-style-type: none"> • MS1 Package Support - whenever a progress update is available • MS2 Package Support and MS3 Package Support – confirmation of the Incident or Security Incident within 4 hours of the Incident or Security Incident being reported by telephone to the Service Desk 	Every 8 hours	<ul style="list-style-type: none"> • CrowdStrike Portal is experiencing a degradation, but the CrowdStrike Portal is still available to you. • Small impact on the BT CrowdStrike Service or where a single User or component is affected and it causes some impact to your business; for example: there is an intermittent or occasional disturbance which does not have a major impact on the BT CrowdStrike Service. • Minor or intermittent impact to a non-operational element of the BT CrowdStrike Service; for example: a temporary failure of reporting.
P3	<ul style="list-style-type: none"> • MS1 Package Support – whenever a progress update is available • MS2 Package Support and MS3 Package Support – confirmation of the Incident or Security Incident 		<ul style="list-style-type: none"> • General questions. • Access requests to CrowdStrike Portal.



within 4 Business Hours of the Incident or Security Incident being reported.

Every 2 Business Days

- 11.5 MS1 Package support provides support set out in the table at Paragraph 11.4.1 and will also include email communications, access to the CrowdStrike Portal and documented troubleshooting and technical assistance.
- 11.6 MS2 Package Support provides everything set out in the table at Paragraph 11.4.1 as well as direct access to the BT CrowdStrike support team who will provide assistance as required and will provide support 24x7x365.
- 11.7 MS3 Package Support builds on the MS2 Package Support set out in Paragraph 11.6 adding a monthly SOM review. For any P1 or P2 Incident or Security Incident under the MS3 Package Support, you must have a dedicated employee who is available by phone with the necessary access to assist in troubleshooting. If an employee is not available, you will agree with BT on a timeframe for updates.

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Part D – Defined Terms

12 Defined Terms

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

"BT Managed Endpoint Security - CrowdStrike Service" or **"BT CrowdStrike Service"** has the meaning given in Paragraph 1.

"CrowdStrike licence pack" has the meaning set out in Paragraph 2.1.

"CrowdStrike Portal" has the meaning given in Paragraph 2.2.

"Customer Security Policy" or **"CSP"** means your security policy containing the security rules, set and owned by you, that are applied to the BT CrowdStrike Service and determine the operation of the BT CrowdStrike Service.

"Change Management Process" means the simple service request service as set out in Paragraph 2.14 of the Schedule.

"Device" means any mobile handset, laptop, tablet, server or other item of equipment, including all peripherals, excluding SIM Cards and applications, which are in scope of the BT CrowdStrike Service, as set out in the Order.

"Enabling Service" has the meaning given in Paragraph 6.1.

"EULA" has the meaning given in Paragraph 8.2.1.

"Falcon Device Control" means a service that provides visibility and control over USB devices in your environment.

"Falcon Discover" means a service that accesses your Device environment and provides you with details on unauthorised systems and applications used in your environment. It also monitors the use of any privileged User accounts in your environment.

"Falcon Insight" means a service that provides you with detection and response capabilities to allow for continuous visibility of your endpoints.

"Falcon Intelligence" or **"Falcon Intel"** means a service that provides you with an automated threat analysis of your environment which will be specifically tailored to your Devices. You can raise any queries and submit malware samples for investigation by BT.

"Falcon OverWatch" means a service where BT will proactively hunt for threats and attacks 24x7x365. If BT identifies any malicious activity in your environment, BT will create an alert on the Device and proactively contact you.

"Falcon Prevent" means a service that protects your Devices by remediating malware, exploits, malware-free and script-based attacks and stopping ransomware and known and unknown malware.

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

"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).

"Minimum Period of Service" means a period of 12 consecutive months, or the CrowdStrike licence pack period as set out in any applicable Order, beginning on the Service Start Date.

"Notice of Renewal" has the meaning given in Paragraph 8.5.7.

"Notice to Amend" has the meaning given in Paragraph 8.5.6.

"Priority" means Priority 1, Priority 2 or Priority 3.

"Priority 1" or **"P1"** has the meaning given to it in the table set out at Paragraph 11.4.1.

"Priority 2" or **"P2"** has the meaning given to it in the table set out at Paragraph 11.4.1.

"Priority 3" or **"P3"** has the meaning given to it in the table set out at Paragraph 11.4.1.

"Professional Services" means those services provided by BT which are labour related services.

"Recurring Charges" means the Charges for the BT CrowdStrike Service or applicable part of the BT CrowdStrike 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 BT CrowdStrike Service, the initial 12 month period following the Minimum Period of Service, and each subsequent 12 month period.

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

"Security Incident" means a single unwanted or unexpected security event, or series of events, consisting of the actual or potential (attempt underway) exploitation of an existing vulnerability, and that has a significant probability of compromising business operations and threatening information security.

"Security Optimisation Manager" or **"SOM"** means the security manager appointed by BT who will work with you in respect of the activities as set out in Paragraph 8.3 and elsewhere in this Annex.



“**Security Portal**” means one or more webpages made available to you by BT to provide for one or more specific functions in relation to the BT CrowdStrike Service.

“**Service Care Levels**” means the times to respond to an Incident or Security Incident that BT will endeavour to achieve in response to a fault report as set out in Paragraph 11.

“**Service Management Boundary**” has the meaning given in Paragraph 5.1.

“**Service Options**” has the meaning given to it in Paragraph 4.

“**SOC**” means security operations centre.

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

“**Supplier**” means CrowdStrike Holdings, Inc. and/or CrowdStrike Services, Inc whose registered office is at 150 Mathilde Place, Suite 3000, Sunnyvale, California, United States.

“**Threat Graph**” means a feature that predicts and prevents modern threats in real time through the IT industry’s sets of endpoint telemetry, threat intelligence and AI-powered analytics.

“**Threat Hunting**” means the process of proactively and iteratively searching through networks to detect and isolate advanced threats that evade existing security solutions.

DRAFT



Appendix 1

END USER LICENSE AGREEMENT CrowdStrike End User Agreement

The following End User Agreement is to be flowed directly to Customers and do not apply to BT if BT does not own or manage the licences.

CrowdStrike Terms and Conditions as of August 9, 2017

BEFORE YOU CLICK ON THE "I AGREE" BUTTON, CAREFULLY READ THESE TERMS AND CONDITIONS. BY CLICKING ON THE "I AGREE" BUTTON YOU ARE CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS BINDING LEGAL AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, CLICK THE "I DISAGREE" BUTTON AND THE DOWNLOAD OR LOGIN PROCESS WILL BE CANCELED AND THE PRODUCTS AND SERVICES WILL NOT BE AVAILABLE FOR YOUR USE.

These Terms and Conditions cover all CrowdStrike Products and Services (defined in Section 1); however, only the provisions for Products and Services that you use or Order apply to the parties.

1. DEFINITIONS.

1.1 "Affiliate" shall mean any entity that a party directly or indirectly controls (e.g., subsidiary) or is controlled by (e.g., parent), or with which it is under common control (e.g., sibling).

1.2 "API" shall mean an application programming interface.

1.3 "Authorized Subcontractor" shall mean an individual or entity contractor that performs services for a party and is subject to an obligation of confidentiality that includes confidential information obtained from another party (e.g., CrowdStrike or you, as applicable).

1.4 "CrowdStrike Competitor" shall mean a person or entity in the business of Internet security products or services substantially similar to CrowdStrike's products or services.

1.5 "CrowdStrike Tools" shall mean the CrowdStrike proprietary software-as-a-service, software and/or hardware tools specified in a Statement of Work and used by CrowdStrike when conducting Professional Services. The Falcon Application may be used as a CrowdStrike Tool.

1.6 "Documentation" shall mean the end-user technical documentation that CrowdStrike supplies with the Products and Services. Advertising, proposals and marketing materials are not Documentation.

1.7 "Error" shall mean a reproducible failure of the Product(s) to perform in substantial conformity with the applicable Product Documentation.

1.8 "Execution Profile/Metric Data" shall mean the anonymous and/or aggregated tasks, commands, resources, and associated metadata derived from the Products.

1.9 "Falcon DNS" shall mean the CrowdStrike cloud-based DNS resolution product.

1.10 "Falcon Platform" shall mean the CrowdStrike cloud software referred to as the Falcon Platform and which may be more specifically described in an Order, including any updates that may be made available from time to time by CrowdStrike.

1.11 "Falcon Application" shall mean the CrowdStrike device application(s) and API's for the Falcon Platform specified in an Order (e.g., Falcon Host), including any updates that may be made available from time to time by CrowdStrike.

1.12 "Falcon Intelligence" shall mean the Falcon Intelligence product described in your Order and may include one or more of the following: (i) the CrowdStrike web portal that makes available strategic and technical reports ("Reports"), (ii) intelligence signatures/indicator data (which may be provided via an API), (iii) threat actor profiles (via an API or portal), and (iv) malware identification upon your submission, and any updates to the foregoing that may be made available from time to time by CrowdStrike.

1.13 "Internal Use" shall mean uses intended only to serve your information or operational needs (as distinguished from the needs of your business or government partners, suppliers, customers and affiliates (unless Affiliates are otherwise expressly allowed in these Terms and Conditions or an Order)), not to be used directly or indirectly to develop a substitute or competing product and, unless expressly stated otherwise in this Agreement, only to be seen by your officers and employees obligated to treat the Products as CrowdStrike confidential.

1.14 "Intellectual Property Rights" shall mean copyrights, trademarks, service marks, trade secrets, patents, patent applications, moral rights, contractual rights of non-disclosure or any other intellectual property or proprietary rights, however arising, throughout the world.

1.15 "Limited External Audience Use" shall mean: (i) sharing with third parties who are not CrowdStrike Competitors and who are subject to an express obligation of confidentiality which would include or is regarding the shared information, and (ii) requires that the information not be accessible by, or distributed to, the general public.

1.16 Not Used

1.17 "Personal Data" means any information relating to an identified or identifiable natural person; an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an



identification number or to one or more factors specific to his or her physical, physiological, mental, economic, cultural or social identity.

1.18 "Products" shall mean one or more of: the Falcon Applications, Falcon Intelligence, Falcon DNS, and/or the Falcon Platform as specified on your Order and to the extent expressly stated in a Statement of Work, the CrowdStrike Tools, and any applicable Documentation and all Intellectual Property Rights therein.

1.19 "Product Related Services" shall mean: (i) services provided through the CrowdStrike Operations Center, and/or (ii) technical support for the Products, either as listed or described in an Order and that typically accompany a Product.

1.20 "Professional Services" means consulting services as more fully described in a Statement of Work, for example, incident response, investigation and forensic services related to cyber security adversaries, tabletop exercises and next generation penetration tests related to cyber security.

1.21 "Reseller" shall mean a CrowdStrike designated reseller.

1.22 "Services" shall mean Professional Services and/or Product Related Services.

1.23 Not used

1.24 "Threat Actor Data" shall mean the malicious code, URL's, malware, commands, techniques, or other information of unauthorized third parties either provided by you to CrowdStrike or collected or discovered during the course of providing the Products and Services and does not identify you.

1.25 "You" or "Your" ("you" or "your") shall mean any person, entity or organization that uses the CrowdStrike Products and/or Services.

2. CONTROLLING AGREEMENT.

2.1 This Agreement. These Terms and Conditions and the Order(s) (if any) are the entire agreement (this "Agreement") between you and CrowdStrike regarding the Products and Services. This Agreement supersedes all agreements, understandings, and communications, whether written or oral unless an officer of CrowdStrike executes such agreement. In such event, that agreement shall only supersede this Agreement to the extent such agreement conflicts with this Agreement. If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to these Terms and Conditions.

2.3 Your Affiliates. Your Affiliates may purchase Products or Services by executing an Order referencing your previously agreed to Terms and Conditions; provided, that those Terms and Conditions govern all such Orders and such Affiliate complies with those Terms and Conditions and its Order(s). In the event your Affiliate purchases Products or Services under your Terms and Conditions, you shall be responsible for the acts and omissions of your Affiliates with respect to those Terms and Conditions and any Orders they execute. Your Affiliates may also enter into their own Terms and Conditions with CrowdStrike in which case you shall not be liable for their Orders.

2.4 Orders and Taxes. Unless you are participating in a free beta test, evaluation, or demonstration, you or a Reseller must provide CrowdStrike with an Order as a condition to receiving the Products and Services that you ordered. Prices pertaining to any one Order are not guaranteed for subsequent Orders. Unless expressly stated otherwise, taxes are not included in prices, quotes or Orders. You shall pay all sales and other taxes, however designated, which are levied or imposed by reason of the transactions contemplated hereby, except for taxes based on CrowdStrike's net income. The term of your Product license or Services is stated in the Order or as otherwise mutually agreed. Except as expressly provided in this Agreement, all Orders are non-cancellable and all fees and other amounts you pay under this Agreement are non-refundable. In the event of any conflict between these Terms and Conditions and an Order, these Terms and Conditions shall prevail unless the Order expressly states the amended provision and you and CrowdStrike sign the Order.

2.5 Not Used

2.6 Reseller Forms. A Reseller may place an Order with CrowdStrike and resell the Products or Services to you. Any Order from a Reseller is subject to these Terms and Conditions and they are passed on to you. CrowdStrike is not obligated under any Reseller's agreement with you unless an officer of CrowdStrike executes the agreement.

2.7 Third Party Agreements. Certain third party services, software or hardware (for example, Internet service and computers) will be necessary or desirable to access and utilize the Products and Services from your chosen location. You are responsible for obtaining and maintaining these services, software and hardware and abiding by the third party agreements. CrowdStrike shall not be responsible or liable in the event services, software or hardware provided by third parties limits or prohibits access or utilization of the Products or Services.

3. LICENSE GRANT.

3.1 Limited License. This Section 3.1 and each of its subsections only apply to the extent you are using the specific Product identified below. The Products are licensed, not sold and subject to this Agreement. Subject to the terms



of this Agreement and CrowdStrike's receipt of payment, CrowdStrike grants you a non-exclusive, non-transferable (except as provided in the Section entitled *Assignment*), non-sublicensable license to use the Products as set forth below:

3.1.1 Falcon Platform and Applications. During evaluation or after purchase, you and your Affiliates may use the Falcon Platform and Falcon Applications for Internal Use for the mutually agreed upon period. You and your Affiliates may simultaneously install and run multiple copies of the Falcon Applications up to the number of licensed devices: (i) approved by CrowdStrike during your evaluation, or (ii) after purchase, indicated in your Order. After purchase, your Authorized Subcontractors may use the Falcon Platform and Falcon Applications on your devices solely for your benefit and subject to these Terms and Conditions.

3.1.2 Falcon DNS. During evaluation or after purchase, you and your Affiliates may use Falcon DNS for Internal Use up to the number of serviced devices for the mutually agreed upon period: (i) approved by CrowdStrike during your evaluation, or (ii) after purchase, indicated in your Order. Due to the hierarchical nature of the global DNS system, CrowdStrike shall not be responsible for upstream server blocks or failures outside CrowdStrike's control or influence.

3.1.3 Falcon Intelligence. During an evaluation, for Internal Use only for the mutually agreed upon period. After purchase, you may for the period of time mutually agreed upon use: (i) Falcon Intelligence for your Internal Use, and (ii) Falcon Intelligence Reports for Limited External Audience Use subject to the next sentence. The use under (i) and (ii) includes the right to quote or paraphrase individual sentences or occasional paragraphs from Reports (not to exceed 1500 characters in total from any individual Report) in your works for Internal Use or for Limited External Audience Use so long as CrowdStrike is given prominent attribution ("Copyright CrowdStrike, Inc. _____ [year]") as the author of the content that is shared.

3.1.4 CrowdStrike Tools. During a Professional Services engagement, CrowdStrike may provide you with one or more of the CrowdStrike Tools as specified in the applicable Statement of Work. During such time, you and your Affiliates may use the CrowdStrike Tools for Internal Use to the extent provided for in the Statement of Work.

3.2 Restrictions. You may not access or use the Products: (i) if you are a CrowdStrike Competitor or on behalf of a CrowdStrike Competitor, or (ii) to perform any competitive analysis on the Products. You shall not (a) alter, publicly display, translate, create derivative works of or otherwise modify the Products; (b) sublicense, distribute or otherwise transfer the Products to any third party (except as expressly provided in the Section entitled *Assignment* and *Limited License*); (c) allow third parties to access or use the Products (except as expressly provided for in the Section entitled *Limited License*); (d) create public Internet "links" to the Products or "frame" or "mirror" any content on any other server or wireless or Internet- based device; (e) reverse engineer, decompile, disassemble or otherwise attempt to derive the source code for the Products, circumvent their functions, or attempt to gain unauthorized access to the Products or their related systems or networks; or (f) use the Products to circumvent the security of another party's network/information. You agree to use the Products in accordance with applicable laws, rules and regulations (collectively, "Laws") and acknowledge that you are solely responsible for determining whether a particular use of the Products is compliant with such Laws.

3.3 No Adversary Contact. Adversary intelligence information is provided for intelligence awareness only. YOU SHOULD NEVER CONDUCT SEARCHES ON, COMMUNICATE WITH, OR CONNECT TO ANY INDIVIDUALS, ORGANIZATIONS, OR NETWORK ADDRESSES IDENTIFIED IN THE PRODUCTS AS BELONGING TO AN ADVERSARY. DOING OTHERWISE MAY PUT YOU AND/OR YOUR EMPLOYEES AT RISK AND JEOPARDIZE ONGOING INTELLIGENCE EFFORTS.

3.4 Installation and User Accounts. You are responsible for installing the Falcon Applications unless you purchase installation services from CrowdStrike or a CrowdStrike approved third party pursuant to a separate agreement. You are responsible for all activity occurring under your user accounts for the Products; including the acts or omissions of your Authorized Subcontractors. You shall notify CrowdStrike if you learn of any unauthorized use of a user account or password.

3.5 Third Party Software. CrowdStrike uses certain third party software in its Products and Services, including what is commonly referred to as open source software. See the licensing terms and attributions for the third party software that we use at: <https://falcon.crowdstrike.com/opensource>.

4. SERVICES.

4.1 Professional Services. Professional Services will commence on a mutually agreed upon date. Estimates provided for Professional Services performed on a time and material basis are estimates only and not a guaranteed time of completion. Professional Services performed on a fixed fee basis are limited to the scope of



services stated in the Order. Professional Services hours prepaid under a retainer must be used within one year from the date of the Order. Additional blocks of hours purchased under the retainer will expire one year from the date of the corresponding Order for additional hours.

4.2 Product Related Services. Product Related Services as listed or described in an Order may accompany certain Products for the term agreed to in the Order. You understand and agree that Product Related Services provided on a 24x7 basis may be provided by CrowdStrike personnel located in a country other than your country of origin.

4.3 Work Product. The Services do not constitute works for hire. You agree that relative to you, CrowdStrike exclusively owns any and all object code, source code, flow charts, documentation, adversary information, report templates, know-how, techniques, CrowdStrike trademarks, ideas and any and all works and other materials developed hereunder excluding any of your Confidential Information (collectively, the "Work Product") and that title thereto shall remain with CrowdStrike. All Intellectual Property Rights in the Work Product are and shall remain entirely in CrowdStrike. Upon payment in full of the amounts due hereunder, you shall have a perpetual, non-transferable, non-exclusive license to use any deliverables specified as such in a Professional Services Order for its internal business purposes. Nothing herein shall transfer ownership of any of your Intellectual Property Rights to CrowdStrike.

4.4 Change Orders. Unless otherwise stated in the Order, any change to the scope of Services effecting price, payment terms or delivery dates will be agreed upon in writing with your reseller and/or both parties in advance of the change, and documented as an amendment to the applicable Order. An extension or addition of hours to an Order with time and materials Services may be approved by an email from your technical contact.

5. DATA COLLECTION AND USE.

5.1 Falcon Applications and Platform. The Falcon Platform uses a crowd-sourced environment, for the benefit of all customers, to protect customers against suspicious and potentially destructive activities. The Falcon Application(s) and the Falcon Platform detect and track hackers by collecting and analyzing data that includes, but is not limited to, systems files, log files; dll files; login data, binary files, tasks, resource information, commands, protocol identifiers, URLs, network data, and/or other executable code and metadata. Subject to the Section entitled *Confidentiality*, CrowdStrike uses the data to analyze, characterize, attribute, warn of, and/or respond to threats against you and other customers, and to analyze trends and to optimize the functionality of CrowdStrike's products and services. While using the Falcon Platform and Falcon Applications you may have the option to upload (by submission, configuration, and/or by CrowdStrike personnel retrieval) files and other information related to the files for security analysis and response or, when submitting crash reports, to make the product more reliable.

5.2 Falcon Intelligence. While using Falcon Intelligence you have the option to upload files and other information related to the files for security analysis and response or, when submitting crash reports, to make the product more reliable.

5.3 Personal Data. Personal Data may be collected and used during the provisioning and use of the Products and Services but solely in accordance with your instructions which includes carrying out and administering this Agreement and the parties' business relationship. CrowdStrike will maintain appropriate technical and organizational security measures commensurate with the sensitivity of the Personal Data processed by it on your behalf that are designed to protect such Personal Data against unauthorized or unlawful use. You confirm that you have obtained all necessary consents and authorizations for the lawful processing of Personal Data by CrowdStrike, before passing Personal Data to CrowdStrike. You authorize CrowdStrike to collect, use, store and transfer the Personal Data (including to your Authorized Sub-contractors) that you provide to CrowdStrike as contemplated in this Agreement. CrowdStrike complies with the EU-US Privacy Shield Framework as set forth by the US Department of Commerce regarding the collection, use, and retention of Personal Data from European Union member countries. In addition, CrowdStrike complies with the U.S. - Swiss Safe Harbor framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of Personal Data from Switzerland. CrowdStrike's privacy notice may be found at <http://www.crowdstrike.com/privacy-notice/>. The Falcon Application known as the Falcon Host Sensor (the "Sensor") is certified as a Trusted Download application by TRUSTe signifying that the Sensor has been tested by TRUSTe for compliance with TRUSTe's Trusted Download Program requirements including transparency, accountability and choice regarding the collection and use of your personal information. If you have questions or complaints regarding the Sensor and the collection of your personal data, please contact us at CrowdStrike, 15440 Laguna Canyon Road, Suite 250, Irvine, CA 92618 USA or by email at privacy@crowdstrike.com or by phone at 1.888.512.8906. If you are not satisfied with our response you can contact TRUSTe here.



5.4 Updates and Feedback. CrowdStrike provides automatic updates to its Products and Services, which remain subject to this Agreement. CrowdStrike may collect information regarding the use of its web portals to analyze trends, secure, operate and improve its products and services. Any feedback or suggestions that you provide to CrowdStrike regarding its products and services will be treated by CrowdStrike as non-proprietary to you, and may be used by CrowdStrike for any purpose without acknowledgement or compensation; provided, you will not be identified publicly as the source of the feedback or suggestion.

6. CONFIDENTIALITY.

6.1 Definitions. In connection with this Agreement, each party ("Recipient") may be exposed to or acquire Confidential Information of the other party ("Discloser") or third parties to whom Discloser has a duty of confidentiality. "Confidential Information" means non-public information in any form and regardless of the method of acquisition that the Discloser designates as confidential to Recipient or should be reasonably known by the Recipient to be Confidential Information due to the nature of the information disclosed and/or the circumstances surrounding the disclosure. Confidential Information shall not include information that is: (i) in or becomes part of the public domain (other than by disclosure by Recipient in violation of this Agreement); (ii) previously known to Recipient without an obligation of confidentiality and demonstrable by the Recipient; (iii) independently developed by Recipient without use of Discloser's Confidential Information; (iv) rightfully obtained by Recipient from third parties without an obligation of confidentiality; (v) Threat Actor Data; and (vi) Execution Profile/Metric Data.

6.2 Restrictions on Use. Except as allowed in the Section entitled *Exceptions*, Recipient shall hold Discloser's Confidential Information in strict confidence and shall not disclose any such Confidential Information to any third party, other than to its employees, agents and contractors, including without limitation, counsel, accountants and advisors (collectively, "Representatives"), its Affiliates and their Representatives who need to know such information and who are bound by restrictions regarding disclosure and use of such information comparable to and no less restrictive than those set forth herein. Recipient shall not use Discloser's Confidential Information for any purpose other than: (i) to carry out the terms of this Agreement, (ii) as set forth in this Agreement, including but not limited to the Section entitled *Data Collection and Use* and (iii) to further the parties' business relationship. Recipient shall take the same degree of care that it uses to protect its own confidential information of a similar nature and importance (but in no event less than reasonable care) to protect the confidentiality and avoid the unauthorized use, disclosure, publication or dissemination of the Discloser's Confidential Information. Recipient shall promptly notify Discloser of any breach of this provision that it becomes aware, and in any event, shall be responsible for any breach of this provision by any of its Affiliates, Representatives or Affiliates' Representatives.

6.3 Exceptions. Recipient may disclose Discloser's Confidential Information: (i) to the extent required by applicable law or regulation, or (ii) pursuant to a subpoena or order of a court or regulatory, self-regulatory or legislative body of competent jurisdiction, or (iii) in connection with any regulatory report, audit or inquiry, or (iv) where requested by a regulator with jurisdiction over Recipient. In the event of such a requirement or request, Recipient shall give the Discloser prompt written notice of such requirement or request prior to such disclosure and reasonable assistance (at Discloser's expense) in obtaining an order protecting the information from public disclosure. You understand and agree that CrowdStrike may make these Terms and Conditions publicly available without identifying any party who has agreed to them. Orders are the Confidential Information of both parties.

6.4 Return or Destruction. Upon Discloser's written request, Recipient shall use commercially reasonable efforts to either return or destroy the Confidential Information and any copies or extracts thereof. However, Recipient, its Affiliates and their Representatives may retain any Confidential Information that: (i) they are required to keep for compliance purposes under a document retention policy or as required by applicable law, professional standards, a court, or regulatory agency; or (b) have been created electronically pursuant to automatic or ordinary course archiving, back-up, security or disaster recovery systems or procedures; provided, however, that any such retained information shall remain subject to this Agreement. If Recipient elects to destroy Discloser's Confidential Information (subject to any retention rights provided in this Agreement), Discloser may request that Recipient provide it with written confirmation of destruction in compliance with this provision.

6.5 Permission to List You as a Customer. Unless you direct otherwise by sending an email to us at legal@crowdstrike.com, which direction may be given at any time, you agree that CrowdStrike may display your company name and logo as a CrowdStrike customer in a manner that does not suggest your use or endorsement of any specific CrowdStrike product or service.

6.6 Equitable Relief. Each party acknowledges that a breach of this Section (*Confidentiality*) shall cause the other party irreparable injury and damage. Therefore, each party agrees that those breaches may be



stopped through injunctive proceedings in addition to any other rights and remedies which may be available to the injured party at law or in equity without the posting of a bond.

7. YOUR REPRESENTATIONS AND INDEMNIFICATION.

7.1 Cooperation and Consent. You shall provide all requested information, access and full, good faith cooperation reasonably necessary to facilitate the Services or Product delivery. If you fail or delay in your performance of any of the foregoing, CrowdStrike shall be relieved of its obligations hereunder to the extent such obligations are dependent on such performance. You represent and warrant that: (a) it owns/leases and controls, directly or indirectly, all of the premises, software and computer systems ("Facilities") that will be accessed to provide the Products and Services, or that all such Facilities are provided for your use by a third party, (ii) you have authorized CrowdStrike to access such Facilities to perform under this Agreement, (iii) you have full power and authority to engage and direct CrowdStrike to access such Facilities and to conduct the Services and Products, and (iv) except as has been obtained previously, no consent, approval, authorization or other notice to a third party (including but not limited to employees, contractors, sub-contractors, and other entities with access to your Facilities) are required in connection with CrowdStrike's performance under this Agreement.

7.2 Indemnification. Subject to the Section entitled *Conditions to Your Indemnification Obligation*, if a third party makes a claim against CrowdStrike, its employees, shareholders, or affiliates (the "Indemnitee"), arising out of your breach of this Agreement or unlawful use of the Products or Services, you shall: (a) pay all reasonable costs to defend the Indemnitee; and (b) pay any damages assessed against any Indemnitee in a final judgment by a court of competent jurisdiction or any settlement that you have agreed upon with such third party.

7.3 Conditions to Your Indemnification Obligation. You shall be obligated to pay these costs only if the Indemnitee: (a) notifies you promptly in writing of any such claim; (b) gives you full information and assistance in settling and/or defending the claim; and (c) gives you full authority and control of the defense and settlement of any such claim. CrowdStrike may also participate in the defense at its own expense.

8. LIMITED WARRANTY.

8.1 No Warranty for Free Usage. If the Products and Services are provided to you at no cost, the Products and Services are provided AS-IS WITHOUT WARRANTY OF ANY KIND. Any Products or Services provided in a beta form are experimental and shall not create any obligation for CrowdStrike to continue to develop, productize, support, repair, offer for sale or in any other way continue to provide or develop the Products or Services.

8.2 Warranty for Paid Users. If you have paid the applicable fee for the Products and/or Services, CrowdStrike warrants to you and for your sole benefit that, subject to the Section entitled *Exclusions*: (i) the Products when used as permitted under this Agreement and in accordance with the Documentation, will operate substantially without Error; (ii) that CrowdStrike has used industry standard techniques to prevent the Products at the time of delivery from injecting malicious software viruses into your devices where the Products are installed; and (iii) that it will perform the Services in a professional manner consistent with industry standards.

8.3 Exclusions. CrowdStrike will have no obligation to correct, and CrowdStrike makes no warranty with respect to, Errors caused by: (a) improper installation of the Products; (b) changes that you have made to the Products; (c) use of the Products in a manner inconsistent with the Documentation; (d) any part or feature of the Products in a beta or test phase. If any part of the Products references websites, hypertext links, network addresses, or other third party locations, information, or activities, it is provided either for its intelligence value or as a convenience only. CrowdStrike has no responsibility for third party content and does not endorse, authorize, approve, certify, maintain, or control them and does not guarantee the accuracy, completeness, efficacy or timeliness of the information located within them. CrowdStrike does not endorse any third party services, products or content.

8.4 Remedy for Errors. For Errors reported to CrowdStrike during the period of your paid subscription, your exclusive remedy and CrowdStrike's sole liability for breach of this warranty is that CrowdStrike shall, at its own expense do at least one of the following: (a) use commercially reasonable efforts to provide a work-around or correct such Error; or (b) terminate your access to the Products and refund the pre-paid fee prorated for the remainder of your then current subscription term. CrowdStrike shall have no obligation regarding Errors reported, or returns made, after the subscription term.

8.5 Remedy for Deficient Services. If during the period the Services are being performed or within 30 days after the conclusion of the Services (the "Warranty Period"), you provide CrowdStrike written notice of a non-conformity with the warranty, CrowdStrike shall use commercially reasonable efforts to correct and re-perform the Services in a manner that does conform to the warranty. Notwithstanding any other exclusions or limitation



of damages included in this Agreement, in the event of any claim by you regarding the Services, your exclusive remedy, and CrowdStrike's total liability, shall be the re-performance of the Services. If CrowdStrike fails to re-perform the Services as warranted, your exclusive remedy shall be the fees paid for the deficient Services.

8.6 No Guarantee. YOU ACKNOWLEDGE, UNDERSTAND AND AGREE THAT CROWDSTRIKE DOES NOT GUARANTEE OR WARRANT THAT IT WILL FIND, LOCATE OR DISCOVER ALL OF YOUR SYSTEM THREATS, VULNERABILITIES, MALWARE, AND MALICIOUS SOFTWARE, AND WILL NOT HOLD CROWDSTRIKE RESPONSIBLE THEREFOR. YOU AGREE NOT TO REPRESENT TO ANY THIRD PARTY THAT CROWDSTRIKE HAS PROVIDED SUCH GUARANTEE OR WARRANTY.

8.7 Disclaimer. EXCEPT FOR THE EXPRESS WARRANTY IN THE SECTION ENTITLED LIMITED WARRANTY, CROWDSTRIKE AND ITS AFFILIATES DISCLAIM ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, RESULT, EFFORT, TITLE AND NON-INFRINGEMENT. THERE IS NO WARRANTY THAT THE PRODUCTS OR SERVICES WILL BE ERROR FREE, OR THAT THEY WILL OPERATE WITHOUT INTERRUPTION OR WILL FULFILL ANY OF YOUR PARTICULAR PURPOSES OR NEEDS.

9. INFRINGEMENT INDEMNIFICATION.

9.1 CrowdStrike's Obligation. Subject to the Sections entitled *Conditions* and *Exclusions*, if a third party makes a claim against you alleging that the Products or Services infringe any U.S. patent or copyright registered or issued as of the start date of your subscription, CrowdStrike shall: (a) pay all reasonable costs to defend you; and (b) pay any damages assessed against you in a final judgment by a court of competent jurisdiction or any settlement that CrowdStrike has agreed upon with such third party.

9.2 Conditions. CrowdStrike shall be obligated to pay these costs only if you: (a) notify CrowdStrike promptly in writing of any such claim; (b) give CrowdStrike full information and assistance in settling and/or defending the claim; and (c) give CrowdStrike full authority and control of the defense and settlement of any such claim. You may also participate in the defense at your own expense.

9.3 Exclusions. CrowdStrike shall not be liable for: (a) any costs or expenses incurred by you without CrowdStrike's prior written authorization; (b) any use of the Products or Services not in accordance with this Agreement or the Documentation; (c) for any claim based on the use or a combination of the Products or Services with any other process, software, firmware, hardware or data not provided or approved by CrowdStrike; (d) use of any version of the Products or Services other than the most current version made available to you; or (e) any alterations or modification of the Products or Services by any person other than CrowdStrike or its authorized agents.

9.4. Remedy. In the event CrowdStrike is required, or in CrowdStrike's sole opinion is likely to be required, to indemnify you under the Section entitled *CrowdStrike's Obligation*, CrowdStrike shall do one of the following: (a) obtain the right for you to continue using the Products or Services; (b) replace or modify the Products or Services with a functional equivalent that is non-infringing; or (c) terminate the subscription to the Products or Services and this Agreement and refund any fee CrowdStrike received, prorated over the remainder of the then current subscription term.

9.5 Exclusive Remedy. THE PROVISIONS OF THIS SECTION (*INFRINGEMENT INDEMNIFICATION*) SET FORTH CROWDSTRIKE'S SOLE AND EXCLUSIVE OBLIGATIONS, AND YOUR SOLE AND EXCLUSIVE REMEDIES, WITH RESPECT TO THIRD PARTY CLAIMS OF INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF ANY KIND. EXCEPT AS SET FORTH ABOVE, CROWDSTRIKE AND ITS SUPPLIERS DISCLAIM ALL IMPLIED OBLIGATIONS WITH RESPECT TO INTELLECTUAL PROPERTY INDEMNIFICATION.

10. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: CROWDSTRIKE AND ITS AFFILIATES SHALL NOT BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR RELIANCE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PRODUCTS AND SERVICES, UNDER ANY LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST DATA, BUSINESS INTERRUPTION, PERSONAL INJURY, FOR LOSS OF PRIVACY, NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER, EVEN IF CROWDSTRIKE KNOWS OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

CROWDSTRIKE'S AND ITS AFFILIATES' TOTAL CUMULATIVE LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE FEES YOU PAID FOR THE PRODUCT(S) OR SERVICE(S) AT ISSUE REGARDLESS OF THE CAUSE OR FORM OF ACTION. THIS SECTION SHALL APPLY EVEN IF YOUR EXCLUSIVE REMEDY HAS FAILED OF ITS ESSENTIAL PURPOSE. YOU ACKNOWLEDGE AND AGREE THAT THE FEES REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT CROWDSTRIKE WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY.

THE PRODUCTS AND SERVICES ARE NOT FAULT-TOLERANT AND ARE NOT DESIGNED OR INTENDED FOR USE IN ANY ENVIRONMENT REQUIRING FAIL-SAFE PERFORMANCE OR OPERATION. THE PRODUCTS OR SERVICES ARE NOT FOR



USE IN THE OPERATION OF AIRCRAFT NAVIGATION, NUCLEAR FACILITIES, OR, WEAPONS SYSTEMS, DIRECT OR INDIRECT LIFE-SUPPORT SYSTEMS, AIR TRAFFIC CONTROL, OR ANY APPLICATION OR INSTALLATION WHERE FAILURE COULD RESULT IN DEATH, SEVERE PHYSICAL INJURY OR PROPERTY DAMAGE.

11. EXPORT RESTRICTIONS. You acknowledge that the Products and Services are subject to export restrictions by the United States government and import restrictions by certain foreign governments. You shall not and shall not allow any third-party to remove or export from the United States or allow the export or re-export of any part of the Products or Services or any direct product thereof: (i) into (or to a national or resident of) any embargoed or terrorist-supporting country; (ii) to anyone on the U.S. Commerce Department's Table of Denial Orders (Denied Persons List) or U.S. Treasury Department's list of Specially Designated Nationals; (iii) to any country to which such export or re-export is restricted or prohibited, or as to which the United States government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval; or (iv) otherwise in violation of any export or import restrictions, laws or regulations of any United States or foreign agency or authority. You warrant that you are not located in, under the control of, or a national or resident of any such prohibited country or on any such prohibited party list. The Products and Services are further restricted from being used for the design or development of nuclear, chemical, or biological weapons or missile technology, or for terrorist activity, without the prior permission of the United States government.

12. U.S. GOVERNMENT END USERS. The Products and Services are a commercial item consisting of commercial computer software and commercial computer software documentation, and were developed exclusively at private expense. Therefore, if you are an agency, department, or other entity of the United States Government, you hereby acknowledge and agree as follows:

(a) The use, duplication, reproduction, release, modification, disclosure, or transfer of the Products or Services, or any related documentation of any kind, including technical data and manuals, is governed and restricted by the terms, conditions, restrictions, and limitations set forth in this standard commercial license Agreement in accordance with Federal Acquisition Regulation (FAR) 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement (DFARS) 227.7202 for military purposes. All other use is prohibited. If, for any reason, FAR 12.212 or DFARS 227.7202 or these license terms are deemed not applicable, you hereby acknowledge that the Government's right to use, duplicate, or disclose the software and related documentation are "Restricted Rights" as defined in FAR 52.227-14(a) (May 2014) and FAR 52.227-14(g)(4) (Alt III) (Dec 2007), or DFARS 252.227-7014(a)(15) (Feb 2014), as applicable.

(b) Because the Product constitutes a "commercial item" as defined in FAR 2.101, you acquire only the technical data and the rights in that data customarily provided to the public with the Product, as set forth in this Agreement and the applicable documentation. If, for any reason, FAR 12.211 or the license terms in this Agreement are deemed not applicable, you hereby acknowledge that the Government's right to use, duplicate, or disclose any technical data delivered with the Product are "Limited Rights" as defined in FAR 52.227-14(a) (May 2014) and FAR 52.227-14(g)(3) (Alt II) (Dec 2007), or DFARS 252.227-7013(a)(14) (Feb 2014), as applicable.

13. TERMINATION.

13.1 Termination. If you are using the Products and Services pursuant to a beta test, evaluation or demonstration, the term of this Agreement and the duration of your use shall be in CrowdStrike's sole discretion with the understanding that you can stop using the Products and Services at any time. If you violate this Agreement, in addition to all other rights and remedies that CrowdStrike may have at law or in equity, CrowdStrike may, without terminating this Agreement, and in its sole discretion and without further notice to you, suspend your access to the Products and Services. Either one of us may terminate this Agreement if the other party breaches a material obligation under this Agreement and such breach continues uncured or, without a mutually agreed plan for a cure, for a period of thirty (30) days after written notice to the breaching party. Upon termination of this Agreement for any reason: (a) all license rights granted in this Agreement will immediately terminate and your access to the Products and Services will end, and (b) you must promptly stop all use of the Products and Services.

13.2 Survival. The Sections entitled *Controlling Agreement, Restrictions, Data Collection and Use, Confidentiality, Your Representations and Indemnification, Limited Warranty, Limitation of Liability, Termination, Survival, Governing Law and Venue, Equitable Relief and Severability* shall survive the expiration or termination of this Agreement.

14. GENERAL.

14.1 Assignment. You may not assign or transfer this Agreement without the prior written consent of CrowdStrike; except you may assign this Agreement to an Affiliate or in connection with a merger or consolidation or the sale of substantially all of your assets and provided that the assignee assumes all rights and duties of the assigning party. You shall provide written notice to CrowdStrike of any such assignment upon consummation of the



assignment. Any attempted assignment or transfer in violation of the foregoing will be void. At anytime, CrowdStrike may assign its rights or delegate its obligations under this Agreement without notice or consent.

14.2 Relationship. The parties are independent contractors under this Agreement, and nothing contained herein shall be construed as creating any agency, partnership, employment, or other form of joint enterprise between the parties. Nothing contained in this Agreement will be construed to (i) give either party the power to direct and control the day-to-day activities of the other, (ii) create a principal-agent or employer-employee relationship, or (iii) give either party the authority to bind the other party to any contract with a third party.

14.3 Subcontractors. Unless otherwise specified in a Statement of Work, we may use third party subcontractors and/or our Affiliates in the performance of this Agreement. CrowdStrike shall be responsible for its subcontractors and Affiliates complying with this Agreement.

14.4 Governing Law and Venue. The laws of England and Wales shall govern this Agreement. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Any action or proceeding arising from or relating to this Agreement must be brought exclusively to the courts of England and Wales. Each party irrevocably consents to the personal jurisdiction and venue in, and agrees to service of process issued by, any such court. Notwithstanding the foregoing, CrowdStrike reserves the right to file a suit or action in any court of competent jurisdiction as CrowdStrike deems necessary to protect its intellectual property and proprietary rights and to recoup any unpaid fees.

14.5 Equitable Relief. You agree that the Products and Services contains CrowdStrike's valuable trade secrets and proprietary information and that any actual or threatened disclosure or misappropriation of such information would constitute immediate, irreparable harm to CrowdStrike for which monetary damages would be an inadequate remedy. Therefore, in addition to any other rights and remedies that may be available to CrowdStrike at law or in equity, any such actual or threatened disclosure may be stopped through injunctive proceedings without the posting of a bond.

14.6 Waivers and Amendments. All waivers must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. This Agreement may be amended only by a written document signed by you and CrowdStrike.

14.7 Severability. If any provision of this Agreement is held by a court to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect.

14.8 Force Majeure and Availability. Neither party shall be liable for, nor shall either party be considered in breach of this Agreement due to, any failure to perform its obligations under this Agreement (other than its payment obligations) as a result of a cause beyond its control, including but not limited to, any act of God or a public enemy, act of any military, civil or regulatory authority, change in any law or regulation, fire, flood, earthquake, storm or other like event, disruption or outage of communications (including the Internet or other networked environment), power or other utility, labor problem, or any other cause, whether similar or dissimilar to any of the foregoing, which could not have been prevented with reasonable care. You acknowledge and agree that the Products and Services are subject to downtime for routine and emergency maintenance and no refunds or credits will be provided for such service unavailability.