



BT Managed Cloud Security (Zscaler) Appendix to the Managed Cisco SD-WAN Annex

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A note on 'you'

'You' and 'your' mean the Customer.

Phrases that refer to 'either', 'neither', 'each of us', 'both of us', 'we each' or 'we both' mean one or both of BT and the Customer, whichever makes sense in the context of the sentence.

Part A – The Zscaler Service

1 Zscaler Service Summary

- 1.1 BT will work with the Supplier to provide you with a right to access and use Zscaler Service Software enabling you to protect your Users from threats from the Internet comprised of:
 - 1.1.1 all of the Standard Zscaler Service Components set out in Paragraph 2 as set out in any applicable Order; and
 - 1.1.2 any of the Zscaler Service Options set out in Paragraph 3 that are selected by you as set out in any applicable Order,
(the "**Zscaler Service**").
- 1.2 Paragraph 2.5 (Enhanced Proactive Monitoring) of the Managed Services Schedule will not apply to the Zscaler Service however BT will contact you if BT identifies an issue with the Zscaler Service.
- 1.3 The Zscaler Service will not work with Mobile Data Access.
- 1.4 Paragraph 2.8 (Configuration Management) of the Managed Service Schedule will not apply to the Zscaler Service.
- 1.5 The Zscaler Service will be subject to signature updates by BT's supplier but these will not form part of the Service Components or Service Options and are not the responsibility of BT under the Zscaler Service.
- 1.6 The terms set out in this Appendix are in addition to:
 - 1.6.1 The General Terms
 - 1.6.2 The Managed Services Schedule; and
 - 1.6.3 The Managed Cisco SD-WAN Annex,which shall apply to the provision of the Zscaler Service.

2 Standard Zscaler Service Components

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

- 2.1 **Zscaler Service Software:** BT will provide to you the right to access and use the Zscaler Service Software for the number of purchased Users, User Subscriptions or Locations.
- 2.2 **Zscaler Portal:** BT will provide to you the right to access and use the Supplier's web-based User interface on a read-only basis ("**Zscaler Portal**").
 - 2.2.1 The Zscaler Portal is a portal where BT will create and manage your security policies, report and analyse traffic.
 - 2.2.2 The Zscaler Portal enables BT to:
 - (a) review statistics of all malware that is stopped and other Internet content that is blocked;
 - (b) create access restrictions and apply these to specific Users or groups of Users;
 - (c) customise browser alert pages seen by Users when web-access is denied;
 - (d) update administration details for real-time email alerts; and
 - (e) configure and schedule automated system auditing and reporting.
 - 2.2.3 The Zscaler Portal enables you to review statistics of all malware that is stopped and other Internet content that is blocked.
- 2.3 **Initial Setup:** BT will facilitate the setup and delivery of the Zscaler Service ("**Initial Setup**").
- 2.4 **Controlled Deployment:** Both of us will jointly conduct an exercise to fine tune your CSP(s) up to the number of changes specified by BT during the Initial Setup ("**Controlled Deployment CSP Optimisation**").
 - 2.4.1 If your request for the change to the CSP(s) is outside of the standard SSR catalogue then any change raised by BT at your request will be chargeable.
 - 2.4.2 The obligations set out in Paragraph 7.1.14 apply.
- 2.5 **Security Optimisation Manager**



- 2.5.1 A desk-based Security Optimisation Manager will join your Service Management service review calls on a quarterly basis. As part of this review they will carry out:
- (a) a review focussing on the performance of the Zscaler Service; and
 - (b) 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).
- 2.5.2 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.
- 2.5.3 You will take appropriate action to address issues as recommended by the Security Optimisation Manager including implementing security improvements as agreed with the Security Optimisation Manager or as advised by the Security Optimisation Manager as your responsibility.
- 2.5.4 In addition to taking the action set out in Paragraph 2.5.3, you will be responsible for initiating the appropriate change requests in accordance with the SSR process set out in the Managed Services Schedule to address issues in respect of fine tuning or amending your CSP(s) as recommended by the Security Optimisation Manager.
- 2.6 **Vendor and Licence Management**
- 2.6.1 BT will ensure that all software licences and required vendor support agreements are placed and renewed for the Minimum Period of Service or Renewal Period on your behalf.
- 2.6.2 You will not reduce the number of Users, User Subscriptions or Zscaler Service components at any time after the Service Start Date.
- 2.6.3 BT will provide, implement and deploy appropriate licences and required vendor support agreements for the Zscaler Service on your behalf.
- 2.6.4 Unless you give BT Notice of an intention to terminate in accordance with the terms set out in the Managed Services Schedule, BT will renew the software licence or required support agreement for a period of 12 months or as agreed by both of us or for any other period that is appropriate to the nature of the applicable software licence or vendor support agreement.
- 2.6.5 If you cancel or terminate the software licence or vendor support agreement during the contract term or renewal period of the software licence or vendor support agreements, you will pay any costs that are incurred by BT including any charges reasonably incurred by BT from a supplier as a result of the cancellation or termination. If you have paid the charges or fees for the software licence or vendor support agreement in advance, you may not be entitled to a refund of the charges for the remaining months of the contract term or renewal period.
- 2.6.6 BT will validate that you have ordered the correct number of licences either direct from the vendor or through BT to serve your requirements for the Zscaler Service in accordance with terms of the software licences and vendor support agreements and information provided by you and:
- (a) if BT determines that you have not ordered sufficient licences either direct from the vendor or through BT for the Zscaler Service, BT will notify you and you will seek to rectify the situation within 30 days of the date of notification;
 - (b) if the situation is not resolved within this time, BT may suspend the Zscaler Service and subsequently terminate the Zscaler Service in accordance with Clause 18 of the General Terms; and
 - (c) BT is not liable for unknown breaches of the software licences and vendor support agreements, where BT is acting on information provided by you.
- 2.6.7 You will confirm to BT any change in the number of Users or Security Appliances requiring licences as part of the Zscaler Services.

3 Zscaler Service Options

- 3.1 BT will provide to you any of the options that are set out in any applicable Order ("**Zscaler Service Options**") and in accordance with the details set out in that Order.
- The list of Zscaler Service Options will be made available to you before you place your Order.
- 3.2 **Surcharge Data Centres:** In certain countries or regions the Supplier may suggest that your data be hosted and processed in Surcharge Data Centres. Where you select this option, you will incur additional Charges, which will be set out in the Order. You may choose to use Supplier data centres other than the Surcharge Data Centres, but performance of the Zscaler Service may be affected.
- 3.3 **Professional Services:** BT may provide, at an additional Charge, Professional Services with each Order, to support your initial configuration of the Zscaler Service and the ongoing operation of the Zscaler Service.

4 Zscaler Service Management Boundary



- 4.1 BT will provide and manage the Zscaler Service as set out in Parts B and C of this Schedule and as set out in the Order. The service management boundary is the point where traffic enters and leaves the infrastructure owned or controlled by the Supplier ("**Zscaler Service Management Boundary**").
- 4.2 BT will have no responsibility for the Zscaler Service outside the Zscaler Service Management Boundary including:
 - 4.2.1 issues on end-user machines (e.g. operating system, coding languages and security settings);
 - 4.2.2 end to end network connectivity (e.g. your network, Internet connectivity);
 - 4.2.3 identity source management;
 - 4.2.4 policy ownership; or
 - 4.2.5 security information and event management analysis.
- 4.3 BT does not guarantee that the Zscaler Service will detect or block all malicious threats.
- 4.4 Certain features of the Zscaler Service may require you to have specific Customer Equipment that meets minimum specifications, communicated to you by BT or the Supplier, to benefit from full functionality. BT will not be responsible for any inability to provide the Zscaler Service or degradation of the Zscaler Service where you use the Zscaler Service without the required Customer Equipment.

5 Specific Terms and Conditions

5.1 Data Handling

For the provision and management of the Zscaler Service by the Supplier, any Processing of Customer Personal Data (as defined in the General Terms) will be subject to the Supplier's Privacy Policy set out at <https://www.zscaler.com/privacy-policy.php>, as may be amended or supplemented from time to time by the Supplier. BT will not be liable for the Processing of Personal Data by the Supplier, including any claim arising out of or in connection with any failure by the Supplier to comply with the Supplier's Privacy Policy. Any claims will be made directly by you against the Supplier.

5.2 Standard of Zscaler Service

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

5.3 Supplier Intellectual Property

5.3.1 The Supplier uses:

- (a) product names associated with the Zscaler Service and other trademarks;
- (b) certain audio and visual information, documents, software and other works of authorship; and
- (c) other technology, software, hardware, products, processes, algorithms, user interfaces, know-how and other trade secrets, techniques, designs, inventions and other tangible or intangible technical material or information,

(together, the "**Supplier Technology**").

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

5.3.3 All right, title and interest in and to the Software and the Zscaler Service Software, and all associated Supplier IP Rights, will at all times remain vested in the Supplier and its licensors, and, other than the rights granted in this Contract, you will acquire no other rights, express or implied, in the Zscaler Service.

5.4 Supplier Acceptable Use

5.4.1 You will use the Zscaler Service solely for your business purposes and will only permit access to the Zscaler Service by your employees, agents and third parties.

5.4.2 You will not, and will not permit or encourage Users to:

- (a) modify, copy or make derivative works based on the Supplier Technology;
- (b) disassemble, reverse engineer, or decompile any of the Supplier Technology;
- (c) create Internet "**links**" to or from the Zscaler Service, or "**frame**" or "**mirror**" any of the Supplier's content that forms part of the Zscaler Service (other than on your own internal intranet); or
- (d) use the Zscaler Service for running automatic queries to websites.

5.4.3 You will comply with the Supplier's Acceptable Use Policy as published by the Supplier on its website (https://www.zscaler.com/acceptable_use_policy.php).

5.4.4 BT, or the Supplier, may block source IP Addresses or suspend your access to the Zscaler Service if your use of the Zscaler Service does not comply with this Contract.

5.5 Customer Transaction Logs

5.5.1 BT and the Supplier may use, reproduce, store, modify, and display the information from the Customer Transaction Logs for the purpose of providing the Zscaler Service.



- 5.5.2 BT and the Supplier may use the malware, spam, botnets or other information related to the Zscaler Service for the purpose of:
- (a) maintaining and improving the Zscaler Service;
 - (b) complying with all legal or contractual requirements;
 - (c) making malicious or unwanted content anonymously available to its licensors for the purpose of further developing and enhancing the Zscaler Service;
 - (d) anonymously aggregating and statistically analysing the content; and
 - (e) other uses related to the analysis of the Zscaler Service.

5.5.3 The Supplier will retain the Raw Transaction Logs for rolling two week periods during the provision of the Zscaler Service, and will retain the Summarised Transaction Logs and any other Customer Transaction Logs for rolling six- month periods during the provision of the Zscaler Service.

5.5.4 At the end of the Zscaler Service, the Supplier will delete the Customer Transaction Logs, in accordance with the two-week or six-month retention cycle set out in Paragraph 5.5.3, unless you request in writing to BT that the Customer Transaction Logs are maintained for an additional time period, which will be subject to agreement and an additional Charge to be agreed between you and the Supplier.

5.6 **Suggestions, Ideas and Feedback**

5.6.1 You agree that the Supplier and BT will have the right to use or act upon any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you relating to the Zscaler Service, to the extent it is not your Confidential Information.

5.7 **Excessive Bandwidth Consumption**

5.7.1 If your Average Bandwidth Consumption increases by an amount greater than 50% above the level calculated by the Supplier over the 90 day period following the start of the Zscaler Service ("**Average Bandwidth Consumption**"), BT or the Supplier will notify you, and you will work with BT or the Supplier on a bandwidth reduction plan, or you will work with BT to renegotiate the Charges.

5.7.2 If either you and the Supplier or we both are unable to reach a mutually agreeable solution within 90 days of the notice in Paragraph 5.7.1, then either:

- (a) BT will increase the Charges by three per cent for every 10% increase in Customer's Average Bandwidth Consumption; or
- (b) BT may terminate the affected Order without any liability, except that BT will refund any pre-paid fees pro-rated for the unused portion of the term of the Zscaler Service.

5.8 **Export Compliance and Use**

The following Paragraphs apply in addition to the Compliance Obligations:

5.8.1 You will not and you will not allow your Users to access or use the Zscaler Service in violation of any U.S. or other applicable export control or economic sanctions laws.

5.8.2 You will not access or use the Zscaler Service, or allow your Users to access or use the Zscaler Service, directly or indirectly, if you or your Users are located in any jurisdiction in which the provision of the Zscaler Service is prohibited under Applicable Law, including the laws of U.S.A, including in Cuba, Iran, Syria, Sudan or North Korea ("**Prohibited Jurisdiction**").

5.8.3 You will not, directly or indirectly, provide access to the Zscaler Service to any government, entity or individual located in any Prohibited Jurisdiction.

5.8.4 You warrant that:

- (a) you are not named on any U.S. government list of persons or entities prohibited from receiving U.S. exports, or transacting with any U.S. person; and
- (b) you are not a national of, or a company registered in, any Prohibited Jurisdiction.

5.9 **EULA**

5.9.1 BT will only provide the Zscaler Service if you have entered into the end user licence agreement with the Supplier in the form set out at www.zscaler.com/legal, as may be amended or supplemented from time to time by the Supplier ("**EULA**").

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

5.9.3 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 Zscaler Service upon reasonable Notice, and:

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

5.9.4 You will enter into the EULA for your own benefit and the rights, obligations, acknowledgements, undertakings, warranties and indemnities granted in accordance with the EULA are between you and



the Supplier and you will deal with the Supplier with respect to any loss or damage suffered by either of you as such loss or damage will not be enforceable against BT.

5.9.5 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.

5.10 Invoicing

5.10.1 In addition to the invoicing provisions set out elsewhere in this Contract and an Order, BT may invoice you for any of the following Charges:

- (a) Charges for investigating Incidents where the Incident has arisen as a result of you changing your CSP(s);
- (b) any charges incurred by BT from a supplier or vendor:
 - (i) for reinstating any lapsed software licences or required vendor support agreements where the licences or support agreements have lapsed as a result of any action you have taken or not taken or not complying with BT's instructions; or
 - (ii) if you cancel or terminate the software licence or vendor support agreement during the contract term or renewal period in accordance with Paragraph 2.6.5;

5.11 Charges on termination of the Zscaler Service

5.11.1 In addition to the Charges set out elsewhere in this Contract, if you terminate the Zscaler Service before the end of the Minimum Period of Service or Renewal Period, you will pay BT Termination Charges for any parts of the Zscaler Service that were terminated during the Minimum Period of Service or Renewal Period, equal to:

- (i) 100 per cent of the Recurring Charges applicable to the Zscaler Service for the first 12 months of the Minimum Period of Service; and
- (ii) 50 per cent of the Recurring Charges applicable to the Zscaler Service for all remaining months of the Minimum Period of Service or Renewal Periods.



Part B – Zscaler Service Delivery and Management

6 BT's Obligations

6.1 Zscaler Service Delivery

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

- 6.1.1 inform you of the method used for traffic forwarding as part of deployment of your Zscaler Service; and
- 6.1.2 configure the CSP prior to the Zscaler Service Start Date and during the Controlled Deployment CSP Optimisation Period and subsequently where you request BT to make changes to the CSP such changes shall be made in accordance with the SSR provisions set out in the MS Schedule. BT will not be responsible for defining your CSP and will not be liable for any consequences arising from a misspecification of your security requirements, or from unforeseen consequences of a service configuration that contains misspecifications but is correctly implemented by BT.
- 6.1.3 as part of Initial Setup, provide standard policies that reflect good practice.

6.2 Commissioning of the Service

Before the Zscaler Service Start Date, BT will:

- 6.2.1 configure the Zscaler Service in accordance with the CSP(s) selected by you, unless set out otherwise in this Contract;
- 6.2.2 conduct a series of standard tests on the Zscaler Service to ensure that it is configured correctly;
- 6.2.3 on the date that BT has completed the activities in this Paragraph 6.2, confirm to you the date that the Initial Setup is complete, that the Controlled Deployment CSP Optimisation Period has commenced and the Zscaler Service Start Date.

6.3 During Operation

On and from the Zscaler Service Start Date, BT:

- 6.3.1 will work with the Supplier as necessary to restore Zscaler Service as soon as practicable if you report an Incident in the Zscaler Service;

6.4 The End of the Zscaler Service

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

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

7 Your Obligations

7.1 Zscaler Service Delivery

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

- 7.1.1 provide BT or the Supplier with any technical data or other information reasonably required by BT or the Supplier without undue delay;
- 7.1.2 ensure that your firewall configurations and network settings allow the traffic types necessary for BT to provide the Zscaler Service, including:
 - (a) ensuring that external HTTP, HTTPS and FTP over HTTP requests (including all attachments, macros or executable) are set up to be directed through the Zscaler Service by making and maintaining the configuration settings required to direct external traffic via the Zscaler Service, with BT's assistance and support as reasonably required and you acknowledge that this external traffic is dependent on your technical infrastructure; and
 - (b) ensuring that internal HTTP/HTTPS/FTP over HTTP traffic (e.g. to the corporate intranet) is not directed via the Zscaler Service;



- 7.1.3 use Customer Equipment that is interoperable and supported by the Supplier and that meets any Supplier requirements for the Zscaler Service that may be communicated to you by BT or the Supplier from time to time;
 - 7.1.4 ensure that Customer Equipment is installed and operated according to applicable third party vendor specifications and recommendations, and ensure that Customer Equipment has the capacity to forward traffic to the Supplier;
 - 7.1.5 use one of the methods supported by the Supplier to authenticate Users, which are set out at: <https://support.zscaler.com/hc/en-us/articles/204455339> (or any other online address that BT may advise you);
 - 7.1.6 where applicable, be responsible for deployment of the Zscaler App on Users' devices and the configuration and management of all settings relevant to the Zscaler App;
 - 7.1.7 ensure that you order the appropriate Zscaler Service features for your requirements;
 - 7.1.8 ensure that each User Subscription is only used by a single, individual User and a User Subscription will not be shared between or used by more than one individual;
 - 7.1.9 in relation to the Zscaler Portal give each Administrator a unique login and provide read-only privileges specific to each Administrator;
 - 7.1.10 ensure that Users agree to the EULA;
 - 7.1.11 ensure that the Zscaler Service is able to receive updates, such as Vulnerability signatures, directly over the Internet, or over an alternative path agreed with BT for that purpose;
 - 7.1.12 retain responsibility for the CSP(s);
 - 7.1.13 allow BT to run discovery tools on your network to enhance and fine tune your CSP(s) or to assist in the resolution of Incidents;
 - 7.1.14 for Controlled Deployment CSP Optimisation:
 - (a) carry out the Controlled Deployment CSP Optimisation within the Controlled Deployment CSP Optimisation Period.
 - (b) use reasonable endeavours to complete the Controlled Deployment CSP Optimisation as early into the Controlled Deployment CSP Optimisation Period as possible.
 - (c) notify BT when you have completed the Controlled Deployment CSP Optimisation. If you do not provide BT with such Notice by the end of the Controlled Deployment CSP Optimisation Period, the Controlled Deployment CSP Optimisation will be deemed to have been completed by you.
 - (d) BT will notify you of the date of completion of the Controlled Deployment CSP Optimisation; and
 - (e) submit any changes you require to the CSP as a result of the Controlled Deployment CSP Optimisation as an SSR;
 - 7.1.15 for Initial Setup:
 - (a) select appropriate policies to use as your CSP(s) when you place the Order and ensure that the standard policies you select meet your requirements.
 - (b) ensure you request changes to your CSPs after the Zscaler Service Start Date in accordance with the SSR process set out in the Managed Services Schedule.
 - (c) be responsible for defining your ongoing CSP(s) beyond that set out in the policies selected by you after the Zscaler Service Start Date.
 - (d) be 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.
 - 7.1.16 where you have not selected Professional Services as a Service Option, be responsible for all deployment at your Sites including deployment of PAC files, identity integration and SSL decryption.
- 7.2 Zscaler Service Operation**
- On and from the Zscaler Service Start Date, you will:
- 7.2.1 immediately request BT to terminate access for any person who ceases to be an authorised User;
 - 7.2.2 transfer a User Subscription from one User to another individual if the original User is no longer permitted to access and no longer accesses the Internet in connection with the Zscaler Service;
 - 7.2.3 assign User ID, tokens or passwords uniquely to named Users;
 - 7.2.4 ensure that Users:
 - (a) do not allow anyone else to use their token, ID or password;
 - (b) do not leave their User account logged in while the computer is unattended and unlocked; or
 - (c) attempt to access data that they are not authorised to access;



- 7.2.5 provide BT with Notice 14 days in advance of any changes to your network that may impact the working of the Zscaler Service, and provide BT with all necessary details. If this information is not provided within this timeframe, BT will have no liability for a failure or delay in providing any necessary changes to the Zscaler Service configuration.

8 Incidents

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



Part D – Defined Terms

9 Defined Terms

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

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

“Average Bandwidth Consumption” means the average Bandwidth consumption rate the Supplier calculates over 90 days following from the start of the Zscaler Service, based on your defined parameter of your Bandwidth daily consumption quota, either by Location or application classes, used for Bandwidth usage control purposes in order to prioritise business critical applications.

“Bandwidth” means the volume of various classes of information that flows through your Internet traffic and as defined by you in the Order.

“Business Hours” means between the hours of 0800 and 1700 in a Business Day.

“Controlled Deployment CSP Optimisation” has the meaning given to it in Paragraph 2.4.

“Controlled Deployment CSP Optimisation Period” means the period commencing in accordance with Paragraph 6.2.3 and finishing either a) up to 30 Business Days after such commencement, or b) when BT has, at your request, completed eight CSP changes, whichever is sooner.

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

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

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

“Zscaler Portal” has the meaning given in Paragraph 2.2.

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

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

“EULA” has the meaning given in Paragraph 5.9.1. EULA may also be known as an **“End User Subscription Agreement”** or **“EUSA”**.

“File Transfer Protocol” or **“FTP”** means standard network protocol used to transfer files from one host to another host over a TCP-based network, such as the Internet.

“Hyper-Text Transfer Protocol” or **“HTTP”** means an application protocol for distributed, collaborative, hypermedia information systems.

“Hyper-Text Transfer Protocol Secure” or **“HTTPS”** means a communications protocol for secure communication over a computer network, with especially wide deployment on the Internet.

“Initial Setup” means the facilitation of the setup and delivery of the Zscaler Services as set out in Paragraph 2.3.

“IP Address” means a unique number on the Internet of a network card or controller that identifies a device and is visible by all other devices on the Internet.

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

“Prohibited Jurisdiction” has the meaning given in Paragraph 5.8.2.

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

“Recurring Charges” means the Charges for the Zscaler Service or applicable part of the Zscaler Service that are invoiced repeatedly in every payment period (e.g. every month), as set out in the Order.

“Security Appliance” means the BT Equipment or Customer Equipment that BT manages on your behalf as part of the Zscaler Service used to apply the CSP(s). The Security Appliance may be physical or virtual.

“Security Optimisation Manager” means the security manager appointed by BT who will work with you in respect of the activities as set out in Paragraph 2.5.

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

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

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

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

“Supplier IP Rights” has the meaning given in Paragraph 5.3.2.

“Supplier Technology” has the meaning given in Paragraph 5.3.1.

“Supplier’s Acceptable Use Policy” means Zscaler Acceptable Use Policy as published, set out and may be amended or supplemented from time to time at: https://www.zscaler.com/acceptable_use_policy.php.

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



“**Surcharge Data Centres**” means the Supplier infrastructure that may be used to perform the Zscaler Service located in territories as defined by the Supplier and updated from time to time, details of which are available on request from BT.

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

“**User Subscription**” means a right for a specific individual User to access the Internet using the Zscaler Service. (Note: in an environment where no User authentication is present, every 2,000 DNS Transactions per day flowing through the Zscaler Service will be attributed to one User Subscription (i.e. the number of User Subscription used would be calculated by dividing the total number of DNS Transactions flowing through the Zscaler Service per day by 2,000).

“**Vulnerability**” means a software susceptibility that may be exploited by an attacker.

“**Zscaler App**” means the application allowing access to the Zscaler Service through certain mobile operating systems and computers.

“**Zscaler Internet Access**” is a secure internet and web gateway delivered from the cloud by the Supplier.

“**Zscaler Service**” has the meaning given in Paragraph 1.

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

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

“**Zscaler Service Software**” means the Supplier’s cloud based Zscaler Internet Access.