



1 Definitions and Abbreviations

The following definitions and abbreviations shall apply, in addition to those in the General Terms and Conditions of the Agreement:

"2FA Authentication" has the meaning given in Paragraph 2.3.1.

"Active Directory" means a Microsoft product that consists of several services that run on Windows server to manage permissions and access to networked resources.

"AD Info" means Active Directory reporting tool.

"Administrator" means person authorised by the Customer who is responsible for managing the Service using the Customer Portal.

"Amazon S3 Bucket Service" has the meaning given in Paragraph 2.3.1.

"API" means application programming interface

"Associated Service" or **"Enabling Service"** has the meaning given in Paragraph 4.1.2

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

"Cisco Root Certificate" means a public key certificate that is issued by a trusted certificate authority (CA), in this case issued by Cisco.

"Customer Data" means the data inputted by the Customer or Users for the purpose of using the Services.

"Customer Equipment" means any equipment and any software, other than BT Equipment, used by the Customer in connection with a Service.

"Customer Transaction Logs" means the Raw Transaction Logs and the Summarised Transaction Logs, and in the case of all other Service Options, the metadata of all network traffic sent to or received by the Supplier from or to the Customer in the Customer's use of the Service.

"Customer Portal" has the meaning given in Paragraph 2.2.2.

"Custom Reports" has the meaning given in Paragraph 2.3.1.

"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 the Customer through the Customer's use of the Service.

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

"Emergency Maintenance" means an event requiring immediate attention in order to safeguard the integrity and security of the Service in order to avoid that any further delay would expose the Parties to a higher degree of potential harm and/or risk.

"Gold Support Service" has the meaning given in Paragraph 2.2.3.

"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.

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

"Intelligent Proxy" means a security setting within the Umbrella Dashboard that does not require any additional software or hardware.

"Internet" means a global system of interconnected networks that use a standard Internet Protocol to link devices worldwide.

"Internet Protocol" or **"IP"** means a communications protocol for devices connected to the Internet that specifies the format for addresses and units of transmitted data.

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

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

"MSSP" means a managed security service provider.

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

"Planned Maintenance" means any maintenance BT has planned to do in advance.

"Prohibited Jurisdiction" means Cuba, Iran, North Korea, Sudan, Syria, the Crimea Region and any other country sanctioned under applicable laws.

"Raw Transaction Log" means the metadata of all network traffic sent to or received from the Customer through the Customer's use of the Service.

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



“**Security Assertion Markup Language**” or “**SAML**” mean an open standard for exchanging authentication and authorization data between parties, in particular, between an identity provider and a service provider.

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

“**Service Desk**” means the BT helpdesk that the Customer is able to contact to submit service requests, report Incidents and ask questions about the Service.

“**Service Management Boundary**” has the meaning given in Paragraph 3.6.

“**Service Options**” has the meaning given in Paragraph 2.3.

“**SIEM**” means security information and event management.

“**Site**” means a location at which the Service is provided.

“**SSL Certificate**” has the meaning given in Paragraph 2.3.1.

“**Standard Service Components**” has the meaning given in Paragraph 2.2.

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

“**Supplier**” means Cisco International Limited, having its principal place of business at 9-11 New Square Park, Bedford Lakes, Feltham, England TW14 8HA, United Kingdom and Cisco Systems, Inc., with its principal place of business at 170 West Tasman Drive, San Jose, CA, 95134.

“**Supplier IP Rights**” has the meaning given in Paragraph 4.1.3.2.

“**Supplier Technology**” has the meaning given in Paragraph 4.1.3.2.

“**Supplier’s Terms**” means the Supplier terms and conditions as set out in Paragraph 4.1.3

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

“**UCA**” has the meaning given in Paragraph 4.1.3.1.

“**Umbrella Dashboard**” means the MSSP web portal provided by the Supplier or the Customer Portal provided by the Supplier.

“**Umbrella Roaming Client Software**” has the meaning given in Paragraph 2.3.1.

“**Umbrella Virtual Appliance Software**” has the meaning given in Paragraph 2.3.1.

“**Uniform Resource Locator**” or “**URL**” means a character string that points to a resource on an intranet or the Internet.

“**User Datagram Protocol**” or “**UDP**” means a simple message-oriented transport layer protocol.

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

2 Service Description

2.1 Service Overview

2.1.1 The Service is a cloud based protection platform to protect the Customer’s Users from threats from the Internet which is based on Supplier’s Software and management by BT. BT will use reasonable endeavours to provide the Service with a target availability of 99.999% of the total hours during every month the Customer uses the Service.

2.1.2 BT will provide the Customer:

- (a) the Standard Service Components; and
 - (b) any Service Options as set out in any applicable Order,
- up to the point of the Service Management Boundary.

2.2 Standard Service Components

As part of the standard Service:

2.2.1 **Software.** BT will provide the Customer with a license from the Supplier providing the Customer the right to access and use the Service for the number of purchased Users, User Subscriptions and Locations;

2.2.2 **Customer Portal:** BT will provide to the Customer the right to access and use the Supplier’s web-based User interface. The Customer Portal is an administrative portal for creating and managing security policies, reporting and analysing traffic. The Customer Portal gives the Customer a primary Administrator account that will allow the Customer to create multiple Administrators and enables the Customer 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 **Gold Support Service:** BT will provide the Customer with the support service (“Gold Support Service”) that will comprise of:



- (a) a Service Desk;
- (b) a second level "**follow-the-sun**" helpdesk that will be available 24hours a day; seven (7) days per week for priority 1 cases, and 24hours a day from Monday 4pm to Friday 5pm Pacific Standard Time for Priority 2 and 3 cases, which will:
 - (i) help the Customer to manage the Service and troubleshoot issues related to traffic forwarding, authentication, policies, no Internet or slow Internet or Site issues with the Service; and
 - (ii) contact the Supplier's helpdesk when further troubleshooting is required or to request changes, provisioning or service reviews.
- (c) BT will support the following under the Gold Support Service:
 - (i) login issues;
 - (ii) connectivity issues (identified as being due to vendor platforms);
 - (iii) policy issues;
 - (iv) file blocking (false positives);
 - (v) SSL Certificate issues;
 - (vi) URL categorization issues; and
 - (vii) browsing speed/latency issues;

2.3 Service Options

BT will provide the Customer with any of the following options as set out in any applicable Order and in accordance with the details and charges as set out in that Order. Some Service Options may not be available in all countries. These details shall be set out in the applicable Order.

2.3.1 **Client Software:** BT will provide the Customer with an optional Software on a Customer self-service basis and provide the Customer with a configuration guide on how to set up the following Service Options. The Customer may download the following features from the link BT will provide the Customer with:

- (a) **Umbrella Virtual Appliance Software**, a Software that the Customer will install onto Customer Equipment. When implemented, it allows visibility of internal networks and Active Directory integration to add more granular identity information. The Customer will direct the Customer's DNS traffic through Umbrella Virtual Appliance Software and it will start mapping the Customer's network based on specific internal IP Addresses or subnets;
- (b) **Umbrella Roaming Client Software**, which protects remote and roving Users and provides user-level granularity (adds hostname and AD info). This is a DNS client that runs on the Customer's Windows computers. Umbrella Roaming Client Software allows the Service and policy-based protection, including Intelligent Proxy, to be enforced no matter the network the Customer is connected to. It includes the ability to deliver granular policy enforcement and reporting information about the specific computer identity or even the logged-in Active Directory user. Umbrella Roaming Client Software will be available for Windows operating systems exclusively;
- (c) **SSL Certificate**, recommended for the Customer's Intelligent Proxy. SSL Certificate is a downloadable software that will broaden the scope of protection ("**SSL Certificate**"). The Customer will install the Cisco Root Certificate in order to make the decryption possible (the website will not be accessible without Cisco Root Certificate). The Intelligent Proxy will be enabled by default from the MSSP console as part of the Customer's initial deployment;
- (d) **Amazon S3 Bucket Service**, a logging service that enables access to the logs such that they can be continually accessed or copied to a third party reporting or alerting solution ("**Amazon S3 Bucket Service**"). Where the Customer wishes to utilise the Customer's log data externally with an external reporting solution or SIEM, the Customer will be able to configure Amazon S3 Bucket Service within the Service, and within a designated geography;
- (e) **2FA Authentication**, an ability to add a second factor of authentication to the Customer's login ("**2FA Authentication**"). This combines something the Customer knows (the Customer's password) with something the Customer has (the Customer's mobile phone), and whenever the Customer logs into the Customer's account, the Customer will need to enter both the password and a security code from the Customer's mobile device; and
- (f) **Custom Reports**, the setting up and running of non-standard reports that are already available for use ("**Custom Reports**"). The Customer will design, built and run Custom Reports by itself.

2.3.2 **Features.** The Customer will be able to download the following features offered by the Supplier as part of the Service, on a self-service basis, but BT will not provide any support for these:

- (a) Cisco ISR4K and WLAN (by VLAN/SSID);
- (b) Meraki / Viptela integration;
- (c) Wireless LAN controller integration or partner integrations (Aruba, Cradlepoint, Aerohive);
- (d) Umbrella roaming client (for Macintosh operating systems);



- (e) Mobile Devices;
- (f) Apple Macintosh Operating System based devices;
- (g) Chromebook devices;
- (h) AnyConnect module;
- (i) Cisco Security Connector; and
- (j) Chromebook Client extension.

3 BT's Responsibilities

In addition to any other BT obligations as set out in the Agreement:

3.1 Prerequisites

Throughout the provision of the Service, BT will provide the Customer with contact details for the Service Desk.

3.2 Service Delivery

Before the Operational Service Date and, where applicable, throughout the provision of the Service, BT will agree a date with the Customer for commencement of the Service and use commercially reasonable endeavours to procure that the Supplier provides the Service on that date.

3.3 Commissioning of the Service

The Service will be deployed in accordance with the supply method as set out by BT. Before the Operational Service Date, BT will:

- (a) configure the Service with a standard BT profile providing a basic level of cover based on a generic security policy, that the Customer will need to customise to meet the Customer's specific requirements;
- (b) send the Customer a provisioning email with Customer Portal log in information;
- (c) provide the Customer with activation support to ensure that the Customer has access to the Customer Portal for configuration of the Service; and
- (d) on the date that BT has completed the activities in this Paragraph, confirm to the Customer that the Service is available for use by the Customer. This date shall be the Operational Service Date.

3.4 During Operation

On and from the Operational Service Date BT will provide following support to the Customer:

3.4.1 Incident management.

3.4.1.1 BT will respond and remedy an Incident reported by the Customer. If BT detects or if the Customer report an Incident:

- (a) BT will give the Customer a Ticket;
- (b) BT will inform the Customer when it believes the Incident is cleared and will close the Ticket when:
 - i. the Customer confirms that the Incident is cleared, or
 - ii. BT has attempted unsuccessfully to contact the Customer, in the way agreed, and the Customer Contact has not responded within 24 hours following BT's attempt to contact the Customer Contact.

3.4.1.2 If the Customer confirms that the Incident is not cleared within 24 hours after having been informed, the Ticket will remain open, and BT will continue to work to resolve the Incident.

3.4.1.3 All Incidents will be assigned a priority by BT as set out below.

Service Impact	Response Time
Priority 1: Complete loss of the Service or an issue that prevents operation of critical documented functions with high frequency or duration.	30 minutes for phone and two (2) hours for email
Priority 2: The is available but response times are slow while the Customer's Internet connection is working correctly. Issues include technical questions or configuration issues related to User's account that moderately impact User's ability to use the Service.	One (1) Business Day
Priority 3: Information requests include account questions, password resets, and feature questions. Supplier personnel will be assigned to work on the resolution at the time of response or as soon as practicable thereafter.	Two (2) Business Days

3.4.2 Security breaches. BT shall, in the event of a security breach affecting the Service, contact the Customer and may require the Customer to change any or all of the Customer's passwords.



3.4.3 **Maintenance.** BT may carry out Planned Maintenance from time to time and will use reasonable endeavours to inform the Customer at least five (5) Business Days before any Planned Maintenance on the Service. For the avoidance of doubt any emergency maintenance shall not be considered as Planned Maintenance. Emergency maintenance may be performed without advance notice to the Customer.

3.4.4 **Customer Transaction Logs**

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

3.4.4.2 BT and the Supplier may use the malware, spam, botnets or other information related to the Service for the purpose of:

- (a) maintaining and improving the Service;
- (b) complying with all legal or contractual requirements;
- (c) making malicious or unwanted content anonymously available to its licensors for the purpose of further developing and enhancing the Service;
- (d) anonymously aggregating and statistically analysing the content; or
- (e) other uses related to the analysis of the Service.

3.4.4.3 BT will retain the Raw Transaction Logs for rolling one month periods during the provision of the Service, and will retain the Summarised Transaction Logs and any other Customer Transaction Logs for rolling six-month periods during the provision of the Service.

3.4.5 **Feedback.** BT and the Supplier will have the right to use or act upon any suggestions, ideas, enhancement requests, recommendations or other information provided by the Customer relating to the Service, to the extent it is not the Customer's confidential information.

3.4.6 **Suspension of accounts.** BT may suspend an account in case of a breach of the Agreement or where BT and the Customer cannot agree a resolution to an issue under this Agreement. In each case BT will give the Customer seven (7) days' notice before suspending that account together with a full explanation why BT has suspended that account.

3.5 **The End of the Service**

On termination of the Service by either Party, BT or the Supplier, as applicable:

3.5.1 will terminate the Customer's access to the Customer Portal and Service Software and cease to provide all other elements of the Service; and

3.5.2 will only retain the preceding six (6) months of Customer Data at any time and will delete or otherwise dispose of any of the saved Customer Data.

3.5.3 will delete the Customer Transaction Logs, in accordance with the one (1) month or six-month retention cycle set out in Paragraph 3.4.4.3, unless the Customer requests in writing that BT (or the Supplier) maintains the Customer Transaction Logs for an additional time period.

3.6 **Service Management Boundary and Exclusions**

3.6.1 BT will provide and manage the Service in accordance with the provisions of this Schedule and as set out in any applicable Order from the point where the Customer presents traffic to, or receive traffic from, any infrastructure owned or controlled by the Supplier or BT.

3.6.2 BT will have no responsibility for the Service outside the Service Management Boundary.

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

3.6.4 BT does not guarantee :

- (a) that the Service will detect or block all malicious threats; and
- (b) that the Service will be provided uninterrupted.

3.6.5 BT will not be responsible for supporting the following under the Gold Support Service:

- (a) issues on end-user machines (e.g. operating system, coding languages and security settings);
- (b) end to end network connectivity (e.g. the Customer's network, Internet connectivity);
- (c) identity source management;
- (d) policy ownership; or
- (e) security information and event management analysis.

3.6.6 BT will not be responsible for any inability to provide the Service or degradation of the Service where the Customer uses the Service without having Associated Services in place as set out in Paragraph 4.1.2 below.

4 **The Customer's Responsibilities**



In addition to any other Customer obligations as set out in the Agreement:

4.1 Prerequisites

Throughout the provision of the Service, the Customer will comply with following prerequisites:

4.1.1 Employer Disclosure

4.1.1.1 In jurisdictions where an employer is legally required to make a disclosure to its Users and other employees, the Customer will:

- (a) inform the Users that as part of the Service being delivered by BT, BT may monitor and report to the Customer the use of any targeted applications by them; and
- (b) ensure that the Users have consented or are deemed to have consented to such monitoring and reporting (if such consent is legally required) and that (if required by applicable law) work councils or similar employee representatives have been involved before the Service is used by the Customer.

4.1.1.2 The Customer will be liable to BT for any claims, losses, costs or liabilities incurred or suffered by BT due to Customer's failure to comply with this Paragraph 4.1.1.1.

4.1.2 Associated Service – Enabling Service

4.1.2.1 The Customer will have the following Associated Service in place that are necessary for the Service to function and will ensure that this Associated Service meet the requirements provided by BT at contracting:

- (a) an Internet connection at the Site(s) at all times for use with the Service, including providing and maintaining any Customer Equipment necessary for such connection.

4.1.2.2 If BT provides the Customer with any services other than the Service (including, but not limited to any Associated Service), this Schedule will not apply to those services and those services will be governed by their separate terms.

4.1.2.3 As certain Service Options may require the Customer to have specific Customer Equipment that meets minimum specifications to benefit from full functionality, the Customer shall ensure such Customer Equipment shall comply with the minimum specifications as communicated to the Customer by BT or the Supplier.

4.1.3 Acceptable Use Policy and Supplier Terms

4.1.3.1 **Acceptable Use Policy ("AUP")**. The Customer is responsible for its Content and that of any of its Users. The Customer acknowledges that it has read and agrees to be bound by and to ensure that any User will comply with this BT Acceptable Use Policy ("AUP") and the acceptable use policies of any connected networks and generally accepted Internet standards. The Customer will use the Service solely for the Customer's business purposes and will only permit access to the Service by the Customer's employees, agents and third parties. The Service must not be used:

- (a) fraudulently or in connection with a criminal offense under the laws of any country where the Service is provided;
- (b) to send, receive, upload, download, use or re-use any information or material which is offensive, abusive, indecent, defamatory, obscene or menacing, or in breach of confidence, copyright, privacy or any other rights;
- (c) in contravention of any instructions that BT has given under the Agreement;
- (d) to cause annoyance, inconvenience or needless anxiety;
- (e) to send or provide or receive unsolicited advertising or promotional material;
- (f) if the Service ordered by the Customer is linked to a domain name, causing an infringement of the rights of any person in a corresponding trade mark or name.

4.1.3.2 Supplier Terms.

- (a) The Service is subject to the Supplier Terms as set out below and which the Customer shall accept when the Customer accesses the Customer Portal for the first time.
- (b) Supplier Terms to be accepted are:
 - i. the **"Universal Cloud Agreement"** in the form set out at https://www.cisco.com/c/dam/en_us/about/doing_business/legal/docs/universal-cloud-agreement.pdf ("UCA"); and
 - ii. the **"Offer Description"** for the Service procured that can be found at https://www.cisco.com/c/dam/en_us/about/doing_business/legal/OfferDescriptions/cisco_umbrella_offer_description.pdf ("Offer Description"). The Offer Description may include services that are not provided by BT under the Service.
 - iii. The Supplier privacy policy and privacy data sheets as set out in Paragraph 9.4.



A copy of these Supplier's Terms as applicable on the issue date of this Schedule is set out in attached Appendix.

- (c) As the Supplier Terms may be amended or updated from time to time by the Supplier for any new Orders, the Customer hereby acknowledges having read and accepted the latest version of these Supplier Terms before placing an Order with BT for this Service.
- (d) The Customer will deal with the Supplier with respect to any loss or damage suffered by the Customer or the Supplier under the Supplier Terms and any loss or damage will not be enforceable against BT.
- (e) If the Customer requires BT to configure or install Software on the Customer's behalf, BT will do so as the Customer's agent and bind the Customer to the Supplier Terms. For this purpose, the Customer hereby already grants to BT a mandate to enter into the Supplier Terms in the Customer's name and on its behalf. BT and the Customer may for this also execute a power of attorney as part of the Order.

4.1.3.3 **Supplier Technology and Supplier IP Rights.**

The Supplier uses:

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

The Supplier Technology is protected by intellectual property rights owned or licensed by the Supplier. All right, title and interest in and to the 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 Agreement, the Customer will acquire no other rights, express or implied, in the Service.

The Customer will not, and will not permit or encourage Users to:

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

4.1.3.4 **Export Compliance and Use**

The Customer warrants that:

- (a) the Customer is 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) the Customer is not a national of, or a company registered in, any Prohibited Jurisdiction.
- (c) the Customer will not access and the Customer will not allow the Customer's Users to access or use the Service, directly or indirectly in violation of any U.S. or other applicable export control or economic sanctions laws; and in particular to any government, entity or individual located in any Prohibited Jurisdiction.

4.1.3.5 If the Customer's use of the Service does not comply with these provisions as set out in this Paragraph 4.1.3, such shall be considered as a material breach of the Agreement and, next to BT's remedies for material breach as set out in the General Terms of Conditions of the Agreement, BT or the Supplier may block source the respective IP Addresses or suspend the Customer's access to the Service.

4.1.4 **Supported Configurations**

4.1.4.1 The Customer will use any version of the following operating systems against the Service:

- (a) Windows 7;
- (b) Windows 8.1; and
- (c) Windows 10.

4.1.4.2 The Customer will use the following virtual environment:

- (a) VMWare – version ESX or ESXi 4.1 update 2 (or newer);
- (b) Hypervisor – versions:
 - i. Windows 2008 R2 Server with Hyper-V role;
 - ii. Hyper-V Server 2008;



- iii. Windows Server 2012, SP1, or R2 (Standard or Datacenter) or 2016 with Hyper-V role; and
- iv. Hyper-V Server 2012 or 2012 R2 or 2016.

4.2 Service Delivery

4.2.1 Before the Operational Service Date and, where applicable, throughout the provision of the Service; the Customer will:

- (a) provide BT or the Supplier with any technical data or other information reasonably required by BT or the Supplier without undue delay;
- (b) ensure that any Associated Service will be available before BT starts with the delivery of the Service;
- (c) use Customer Equipment that is interoperable and supported by the Supplier and that meets any Supplier requirements for Service Options as communicated to the Customer by BT or the Supplier from time to time;
- (d) 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;
- (e) be responsible for ordering the appropriate Service Options for the Customer's requirements;
- (f) establish and maintain the Customer's own internal support processes and helpdesk for Users and be responsible for communication with Users; and
- (g) carry out all of the Customer's other responsibilities set out in this Schedule in a timely and efficient manner. If there are any delays in completion of the Customer's responsibilities, BT may adjust any agreed timetable or delivery schedule as reasonably necessary.

4.2.2 Once BT has delivered the Service; the Customer will:

- (a) complete the initial set up of the Service within 30 days from the day the Customer logs into the Customer Portal;
- (b) install and configure any Customer Equipment connected to the Service or used in connection with the Service;
- (c) ensure that the Service is tailored for the Customer's specific requirements by deploying a Customer specific security policy;
- (d) change the Customer's public recursive DNS provider to the Service from the Customer's Internet service provider or other third-party DNS provider;
- (e) ensure DNS traffic is forwarded to the Service;
- (f) in order to ensure proper internal DNS resolution, be responsible for:
 - (i) configuring the Umbrella Virtual Appliance Software with the correct internal DNS servers, and specifying all internal domains in the Umbrella Dashboard; and
 - (ii) specifying all internal domains in the Umbrella Dashboard;
- (g) ensure that the Customer's firewall configurations and network settings allow the traffic types necessary for BT to provide the Service;
- (h) be responsible for all local firewall rules required to allow access to the Service (e.g., allowing outbound UDP port 53 to 208.67.222.222);
- (i) configure proper settings in the Umbrella Dashboard; otherwise, default settings will apply;
- (j) where the Customer uses a local HTTP proxy, ensure that it is correctly configured to be compatible with the Service;
- (k) manage the Service deployments, policies, reports and other configuration options through the Umbrella Dashboard or available APIs;
- (l) provide a valid email for authentication and maintain accounts for other users in their Umbrella Dashboard;
- (m) be responsible for setting up and using the Service Options within the Umbrella Dashboard;
- (n) where applicable, be responsible for download and deployment of the Umbrella Roaming Client Software on Users' devices and the configuration and management of all settings relevant to the Umbrella Roaming Client Software;
- (o) where applicable, be responsible for download and deployment of the Umbrella Virtual Appliance Software and the configuration and management of all settings relevant to the Umbrella Virtual Appliance Software;
- (p) where applicable, be responsible for connection to the Amazon S3 Bucket Service and the configuration and management of all settings relevant to the Amazon S3 Bucket Service;
- (q) where the Customer chooses a self-managed Amazon S3 Bucket Service to store Customer Transaction Logs, be responsible for the configuration of that Service;



- (r) only transfer a User Subscription from one User to another individual if the original User is no longer permitted to access, and no longer accesses, the Internet in connection with the Service;
- (s) register all network devices;
- (t) install and maintain the hypervisor used to host the Umbrella Virtual Appliance Software, including two virtual appliances at each Site for redundancy;
- (u) create any required Active Directory service accounts and grant any necessary permissions for such accounts;
- (v) in order to ensure proper internal DNS resolution, be responsible for configuring the Umbrella Virtual Appliance Software with the correct internal DNS servers, and specifying all internal domains in the Umbrella Dashboard;
- (w) where applicable, be responsible for download and deployment of the SSL Certificate for using the Intelligent Proxy and the configuration and management of all settings relevant to Intelligent Proxy;
- (x) install the Cisco Root Certificate on endpoint devices for the SSL Decryption in the Intelligent Proxy;
- (y) where the Customer uses single sign-on (SAML), maintain authentication with the Customer's own SAML service provider; and
- (z) in relation to the Customer Portal:
 - (i) give each Administrator a unique login and provide full access or read-only privileges specific to each; and
 - (ii) give BT full access rights as an Administrator to the Customer Portal, where needed.

4.3 During Operation

On and from the Operational Service Date, the Customer will:

- 4.3.1 ensure that Users report Incidents to the Customer Contact and not to the Service Desk;
- 4.3.2 ensure that the Customer Contact will take Incident reports from Users and pass these to the Service Desk using the reporting procedures agreed between BT and the Customer, and is available for all subsequent incident management communications;
- 4.3.3 monitor and maintain any Customer Equipment connected to the Service or used in connection with the Service and ensure that any such Customer Equipment is:
 - (a) connected using the applicable network termination point, unless the Customer has BT's permission to connect by another means;
 - (b) technically compatible with the Service and will not harm or damage any Associated Service, or any of BT's suppliers' or subcontractors' network or equipment; and
 - (c) approved and used in accordance with relevant instructions, standards and applicable law and any safety and security procedures applicable to the use of that Customer Equipment;
- 4.3.4 immediately disconnect any Customer Equipment, or advise BT to do so at the Customer's expense, where Customer Equipment:
 - (a) does not meet any relevant instructions, standards or applicable law; or
 - (b) contains or creates material that is in breach of applicable laws and the conditions of this Agreement (more in particular the Acceptable Use Policy) and the Customer is contacted by BT about such material,and redress the issues with the Customer Equipment prior to reconnection to the Service;
- 4.3.5 will give each Customer's Administrator a unique login and provide full access or read only privileges specific to each to the Customer Portal. In order to manage any Incidents on the Service, the Customer will provide BT with an account on the Customer Portal to manage Incidents.
- 4.3.6 distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' and the Customer's access to the Service. If the Customer decides to, the Customer may assign one login combination to BT's personnel;
- 4.3.7 be responsible for the Customer's Users' use of access profiles and passwords;
- 4.3.8 maintain a written list of current Users and provide a copy of such list to BT within five (5) Business Days following BT's written request at any time;
- 4.3.9 ensure the security and proper use of all valid User access profiles, passwords and other systems administration information used in connection with the Service and:
 - (a) immediately terminate access for any person who is no longer a User;
 - (b) inform BT immediately if a User's ID or password has, or is likely to, become known to an unauthorised person, or is being or may be used in an unauthorised way;
 - (c) take all reasonable steps to prevent unauthorised access to the Service;



- (d) satisfy BT's security checks if a password is lost or forgotten; and
 - (e) change any or all passwords or other systems administration information used in connection with the Service if BT requests the Customer to do so;
 - 4.3.10 transfer a User Subscription from one User to another individual if the original User is no longer permitted to access and no longer accesses the Internet in connection with the Service;
 - 4.3.11 undertake all aspects of security policy configuration, including setting up User groups, using the Customer Portal;
 - 4.3.12 be responsible for making any necessary configuration changes for in-life management of service elements, which can be accessed through the provided Customer Portal;
 - 4.3.13 with regard to the permitted Users for this Service:
 - (a) ensure that the maximum number of Users will not exceed the permitted number of User identities as set out in any applicable Order;
 - (b) not allow any User specific subscription to be used by more than one individual User unless it has been reassigned in its entirety to another individual User, in which case the Customer will ensure the prior User will no longer have any right to access or use the Service; and
 - (c) inform BT within five Business Days if the number of Users increases by more than 5 per cent from the number of Users as set out in any applicable Order.
 - 4.3.14 ensure that any Associated Service is adequately maintained throughout the provision of the Service; including but not limited to paying all Charges and reporting any incident to the respective provider(s) of such Associated Service(s); and
 - 4.3.15 provide BT with 14 days` prior notice of any changes to the Customer`s network that may impact the working of the Service, and provide BT with all necessary details. If this information is not provided within this timeframe, BT will have no liability for a failure or delay in providing any necessary changes to the Service configuration.
- 4.4 The End of the Service**
- 4.4.1 On termination of the Service by BT or the Customer, the Customer may require that BT or the Supplier, as applicable:
 - (a) maintains the Customer Transaction Logs for an additional period of time as set out on the Order; or
 - (b) provides the most recent back-up of the Customer Data. BT will use reasonable commercial endeavours to deliver the back-up to the Customer within 30 days of receipt of such a written request, provided that the Customer has, at that time, paid all fees and charges outstanding at and resulting from termination including the Charges as set out in Paragraph 4.4.2;
 - 4.4.2 The Customer shall for this purpose provide a written request to BT within ten days after the date of the termination of the entire Service and the Parties shall agree by Order the applicable Charges to cover BT's reasonable expenses incurred for such request.

5 Charges and Payment Terms

- 5.1 Charges will be as detailed on the Order and will be paid in accordance with the General Terms and Conditions of the Agreement.
- 5.2 Charges will be invoiced as follows:
 - (a) Recurring Charges monthly in advance on the first day of the relevant month and for any period where the Service is provided for less than one month, the recurring Charges will be calculated on a daily basis. Recurring Charges will be charged from the Operational Service Date and include the Charges for the applicable Service Software license; and
 - (b) any termination Charges incurred upon termination of the relevant Service.
- 5.3 Additional Charges may apply as agreed on an Order:
 - (a) for expediting provision of the Service at Customer's request after BT has informed the Customer of the estimated delivery date;
 - (b) for commissioning the Service outside of Business Hours;
 - (c) for changes in Users as set out in Paragraph 6;
 - (d) For retaining the Customer Transaction Logs for an additional period of time at the end of the Service; and
 - (e) for providing the most recent back-up of the Customer Data at the end of the Service.
- 5.4 The Customer agrees to cover any additional expenses and costs BT may have incurred:



- (a) as result of Customer's non-compliance with the Customer obligations as set out in this Schedule and/or the Agreement. E.g. BT charge an extra Charge for re-start the Service if the Service was suspended due to Customer's non-compliance of its obligations as set out in Paragraph 4.1.3.
- (b) for investigating Incidents reported to BT where BT finds no Incident or that the Incident is caused by something for which BT is not responsible under the Agreement.

6 Exceeding Licensed Volumes

- 6.1 The Customer's allowed service consumption is based on the number of Users purchased by the Customer as set out on the Order. If the Customer's consumption exceeds the User volumes as reported by the Customer or if BT can demonstrate by management reports that the number of Users exceeds that limit then:
 - (a) the Parties will work with each other to implement an User reduction plan, or
 - (b) the Parties shall agree by Order new applicable Charges whereby the Charges will be increased by ten (10) percent for every ten (10) percent increase in the Customer's User volumes.
- 6.2 If BT and the Customer are unable to reach a mutually agreeable solution within 90 days, then BT may terminate the affected Order without any liability.
- 6.3 For the avoidance of doubt; the Customer is not entitled to submit a request to reduce the User volumes on the Service.

7 Minimum Period of Service, Renewal and Termination

- 7.1 The Minimum Period of Service shall be set out on the Order.
- 7.2 In variance to the General Terms and Conditions of the Agreement The Service cannot be terminated for convenience during the Minimum Period of Service or any Renewal Period; but either Party may terminate the Service at the end of the Minimum Period of Service or any Renewal Period by giving the other Party at least 30 days' prior notice.
- 7.3 Except in the events as set out in Paragraph 7.2 and 8; the Service will automatically extend for a Renewal Period and BT and the Customer will continue to perform each of its obligations in accordance with the Agreement.

8 Changes to the Conditions

BT may propose changes to this Schedule or the Charges (or both); in the following events:

- 8.1 at any time, in case of changes in the applicable laws to ensure compliance with changed applicable laws. BT shall provide a prior written notice without undue delay and where the Customer does not agree to such change the Customer can terminate the Service without liability for either Party and no termination fees are due; or
- 8.2 for any renewal of the Services; whereby BT shall provide the Customer a prior written notice at least 90 days before the end of the Minimum Period of Service and each Renewal Period in which case BT and the Customer will enter into good faith negotiations. Within 45 days of any such notice to amend, the Parties will agree to the BT proposed changes, in which case those changes will apply from the first day of the Renewal Period. If BT and the Customer have not reached agreement on the BT proposed changes, no renewal for the Service shall be allowed and the Service will automatically terminate at the time of 23:59 at the expiry date of the Minimum Period of Service or a Renewal Period.

9 Data Processing

- 9.1 **Applicable terms.** It is anticipated that BT and the Supplier may receive or process Personal Data on behalf of the Customer as a Data Processor in connection to the Service or as a result of the provision of this Service. Any Customer Data is subject to the 'Data' clause as set out in the General Terms and Conditions of the Agreement.
- 9.2 The nature and purpose of the Processing of Customer Personal Data by BT. The Service allows the Customer to set rules by which URLs are blocked and web content is filtered on the Customer's IT systems. The software itself is provided by a the Supplier and hosted on Supplier's public cloud infrastructure, with no access to underlying information possible for BT. If the Customer requests a 'management overlay', BT will have access through the online portal to a log of the Customer's IP addresses and MAC addresses, together with attempted URL or website visits by those addresses, in order to provide reports to the Customer. BT has no access to data other than within this portal.
- 9.3 The types of Customer Personal Data Processed by BT or its Sub-Processors or the Customer will be:
 - 9.3.1 **Account/Contract Information:**
 - (a) Administrator email address;
 - (b) Administrator first and last name;
 - (c) password;
 - (d) billing contact name;



(e) validation details;

9.3.2 Usage and Event Data:

- (a) Domain;
- (b) DNS record type;
- (c) IP address;
- (d) User email ID;
- (e) HTTP traffic and HTTP header info;

9.3.3 Configuration Information:

- (a) User name;
- (b) device ID;
- (c) Administrator name;
- (d) IP address;
- (e) MAC address;
- (f) unique account settings;

9.3.4 Dashboard Activity Information:

- (a) IP address,
- (b) User ID,
- (c) geolocation data of your Administrator(s);

9.3.5 Support Information:

- (a) Name;
- (b) Email address;
- (c) phone number of the employee appointed to open the service request,
- (d) the Customer's information.

9.4 For the provision and management of the Service parts provided by the Supplier, any Processing of Personal Data by the Supplier - where applicable, will be subject to the Supplier's privacy policy as set out on <https://www.cisco.com/c/en/us/about/trust-center/customer-data-privacy-policy.html> and the Supplier's privacy data sheets as set out on <https://www.cisco.com/c/en/us/about/trust-center/solutions-privacy-data-sheets.html>.

9.5 The Customer Personal Data will concern the following categories of Data Subjects:

- the Customer employees;
- the Customer customers or third parties; and
- any Data Subject (as controlled by the Customer).

9.6 Above lists are not exhaustive as the Customer will specify what Customer Personal Data is Processed.

10 Limitations of Liability

In variance of the limitation of liability in the General Terms and Conditions of the Agreement, the total liability of either Party to the other under or in connection with this Agreement will not exceed the total of all Charges paid for the Service in the 12 months preceding the last event giving rise to the liability.



Appendix – Supplier Terms dated August 2019

A. Cisco's Universal Cloud Agreement



Cisco UCA

To be printed out and initiated at signature.

See also <https://www.cisco.com/c/en/us/about/legal/cloud-and-software/universal-cloud-agreement.html>

B. Cisco's Offer Description Cloud Umbrella



Cisco Offer
Description Cloud U

To be printed out and initiated at signature.

See also

https://www.cisco.com/c/dam/en_us/about/doing_business/legal/OfferDescriptions/cisco_umbrella_offer_description.pdf