



Software Resale Schedule to the General Terms

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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 Schedule have the meanings given to them in the General Terms.

Part A – The Software Resale Service

1 THE SERVICE

BT will sell you a right to access and use the Software in accordance with Parts B and C of this Schedule, as set out in the Order, ("**Software Resale Service**").

2 SPECIFIC TERMS

2.1 Customer Committed Date

2.1.1 If you request a change to an Order or any part of an Order before the Service Start Date, then BT may revise the Customer Committed Date to accommodate that change.

2.1.2 BT may expedite delivery of the Order for operational reasons or in response to a request from you, but this will not revise the Customer Committed Date.

2.2 EULA

2.2.1 BT will only provide access to the Software when you have entered into the end user licence agreement with the Supplier in the form set out in Annex 1, as may be amended or supplemented from time to time by the Supplier ("**EULA**").

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

2.2.3 You will enter into the EULA for your own benefit and the rights, obligations, acknowledgements, undertakings, warranties and indemnities granted in the EULA are between you and the Supplier and you will deal with the Supplier in respect of any loss or damage suffered by either of you as such loss or damage will not be enforceable against BT.

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

2.2.5 You will place another Order with BT to access and use the Software, if you want to use the Software after the expiry of any term set out in the Order.

2.2.6 Any processing of personal data by or in connection with the use of the Service by you or your Users will be subject to the EULA and, where applicable, yours and the Supplier's privacy policy. For the avoidance of doubt, BT will not be liable for such processing of personal data by you, your Users and the Supplier, including any claim arising out of or in connection with a failure by you, your Users or the Supplier to comply with the EULA, the privacy policies and the Data Protection Legislation, and any such claims will be made directly between you, your Users, and the Supplier

2.3 Invoicing

2.3.1 Unless set out otherwise in any applicable Order, BT will invoice you the Charge set out in any applicable Order on the Service Start Date or any other date set out in the Order.

2.3.2 BT may invoice you for any of the following Charges in addition to those set out in any applicable Order:

(a) Charges for expediting provision of an Order at your request after BT has informed you of the Customer Committed Date; and

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

2.4 Cancellation Charges

BT will invoice you for any cancellation charges notified to BT by the Supplier.

2.5 Amendments to the General Terms

2.5.1 Clauses 7, 12 and 17 in the General Terms will not apply to the Software Resale Service.

2.5.2 The following definitions in the General Terms are deleted:

Acceptable Use Policy, BT Equipment, BT Network, Maintenance, Open Source Software, Purchased Equipment, Service Credit, Service Level and Termination Charges,

- 2.5.3 The wording in Clause 3.1 of the General Terms is deleted and replaced with the following:
- 3.1 The Contract starts on the Effective Date and will carry on until:
 - 3.1.1 one of us ends it (in a way that the Contract allows);
 - 3.1.2 it expires; or
 - 3.1.3 BT is no longer providing you with any Services, there are no outstanding Orders and all invoices are paid.
- 2.5.4 The wording in Clause 5 of the General Terms is deleted and replaced with the following:
- 5.1 BT will:
 - 5.1.1 provide you with a Customer Committed Date for each Service and will use reasonable endeavours to meet any Customer Committed Date;
 - 5.1.2 provide each Service with the care and skill that would reasonably be expected in the circumstances;
 - 5.1.3 comply with Applicable Law;
 - 5.1.4 comply with, and may exercise its rights in, the Compliance Obligations; and
 - 5.1.5 provide information relating to your use of a Service to authorities, regulators and law enforcement agencies, if it is legally required to.
- 2.5.5 The wording in Clause 6 of the General Terms is deleted and replaced with the following:
- You will:
- 6.1 provide BT with the names and contact details of the Customer Contact, but BT may also accept instructions from a person who BT reasonably believes is acting with your authority;
 - 6.2 cooperate with BT and comply with any reasonable requests BT makes to help it provide the Services;
 - 6.3 comply with Applicable Law, and make sure that your Users do as well; and
 - 6.4 comply with the Compliance Obligations.
- 2.5.6 The wording in Clause 8 of the General Terms is deleted and replaced with the following:
- BT will not be liable if it fails to do something it is supposed to under the Contract (including not carrying out any of its responsibilities or carrying them out late), whether or not there is a Force Majeure Event (in which case, Clause 23 applies), to the extent BT's failure is due to:
- 8.1 your failure to carry out any of your responsibilities under the Contract, or you carrying them out late, in which case you will pay BT for any reasonable costs BT incurs as a result of your failure;
 - 8.2 anyone other than BT, BT's Affiliates, subcontractors or suppliers doing something, or not doing something they need to do; or
 - 8.3 restriction or prevention by Applicable Law, a court order, an application for interlocutory relief or injunction.
- 2.5.7 The wording in Clause 15 of the General Terms is deleted and replaced with the following:
- 15.1 BT may restrict or suspend any Service if you do not pay BT on time and in the way described in Clause 9.5.
 - 15.2 If BT decides to restrict or suspend a Service it will let you know beforehand.
- 2.5.8 The wording in Clause 21 of the General Terms is deleted and replaced with the following:
- 21.1 If the Contract or a Service is terminated or expires, for any reason, each of us will immediately pay the other any money and interest that is due on the date of termination.
- 2.5.9 The wording in Clause 22 of the General Terms is deleted and replaced with the following:
- 22.1 The Contract excludes, as far as the law allows, any warranties, conditions or other terms that might be implied by statute or common law.
 - 22.2 Nothing in the Contract excludes or limits the liability of either of us for:

- 22.2.1 death or personal injury caused by either of us being negligent;
- 22.2.2 fraud or fraudulent misrepresentation; or
- 22.2.3 any other liability that cannot be excluded or limited under Applicable Law.

22.3 Other than for those matters set out in Clause 22.2, neither of us will be held liable, regardless of how that liability arose, under or in connection with the Contract, and whether in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution, or in any other way, for:

- 22.3.1 any of the following losses, no matter if those losses are direct or indirect:
 - (a) loss of profit, revenue or anticipated savings;
 - (b) loss of business or contracts;
 - (c) loss of goodwill;
 - (d) loss from wasted expenditure, wasted time or business interruption;
 - (e) loss, destruction or corruption of data;
 - (f) liability to any third parties unless a Clause in the Contract says something different; and
 - (g) any special, indirect or consequential loss or damage.

22.4 Other than for those matters set out in Clause 22.2 and Clause 22.5, in relation to each Service, the total liability of either of us, regardless of how that liability arose, and regardless of the number of claims, under or in connection with the Contract, and whether in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution, or in any other way, will be limited to the greater of:

- 22.4.1 £100,000; and
- 22.4.2 an amount equal to:
 - (a) where the first incident occurs in the first 12 months of the Contract, the Charges that were paid or payable by you, or would have been paid or payable by you had the incident not occurred, for the first 12 months from the Effective Date; or
 - (b) where the first incident occurs at any other time, the mean of the monthly Charges that were paid or payable by you, from the Effective Date to the date when the first incident occurred, multiplied by 12.

22.5 Your obligations to pay any Charges due under the Contract including any interest payable under Clause 10.1.1(b) and any taxes due in connection with the Charges, together with any interest, fines and penalties payable due to your failure to correctly withhold and pay taxes where applicable are in addition to and will not be counted towards the limitations set out in Clause 22.4.

22.6 Regardless of what it may say elsewhere in the Contract, both of us will take reasonable steps to mitigate each of our losses, even where that loss occurs as a result of anything that may give rise to a Claim under an indemnity.

22.7 If either of us has agreed to indemnify the other under the terms of the Contract, that indemnity is only given as long as the party being indemnified:

- 22.7.1 tells the party giving the indemnity promptly about the Claim;
- 22.7.2 gives the party giving the indemnity complete control of the Claim straightaway;
- 22.7.3 does not say anything publicly about the Claim, or do anything that harms the defence of it; and
- 22.7.4 does what it can to help the party giving the indemnity with the Claim.

2.5.10 The wording in Clause 31 of the General Terms is deleted and replaced with the following:

31.1 You may request, by giving BT Notice, a change to an Order for a Service (or part of an Order) at any time before the applicable Service Start Date and where BT agrees to the change you will pay any additional Charges.

31.2 If you request a change in accordance with Paragraph 31.1, except where a change results from BT's failure to comply with its obligations under the Contract, BT will, within a reasonable time, provide you with a written estimate, including:

31.2.1 the likely time required to deliver the changed Service; and

31.2.2 any changes to the Charges due to the changed Service.

31.3 BT has no obligation to proceed with any change that you request in accordance with Paragraph 31.1, unless and until the necessary changes to the Charges, implementation timetable and any other relevant terms of the Contract to take account of the change are agreed between both of us in writing.

31.4 If BT changes a Service prior to the Service Start Date because you have given BT incomplete or inaccurate information, BT may, acting reasonably, apply additional Charges.

2.5.11 The wording in the definition of Customer Committed Date in the General Terms is deleted and replaced with the following:

"Customer Committed Date" means the date provided by BT on which you will have access to the Software.

2.5.12 The wording in the definition of Service in the General Terms is deleted and replaced with the following:

"Service" means any service that BT provides under the Contract.

2.5.13 The wording in the definition of Service Start Date in the General Terms is deleted and replaced with the following:

"Service Start Date" means the date BT gives you access to the Software.

2.5.14 The wording in the definition of Software is deleted and replaced with the following:

"Software" means any Supplier software as set out in the Order and described in the EULA.

2.5.15 All other terms in the General Terms will continue to apply unamended.

Part B – Service Delivery and Management

3 BT'S OBLIGATIONS

- 3.1 BT will:
- 3.1.1 provide you with contact details for the BT Contact; and
 - 3.1.2 provide support for the resolution of any Query.

4 YOUR OBLIGATIONS

- 4.1 You will ensure that:
- 4.1.1 Users report Incidents and any Query to the Customer Contact and not to BT; and
 - 4.1.2 the Customer Contact will:
 - (a) take Incident reports from Users and pass these to the Supplier using the reporting procedures set out in the EULA; and
 - (b) raise any Query with the BT Contact.
 - 4.1.3 In jurisdictions where an employer is legally required to make such disclosure to its Users and other employees:
 - (a) inform your Users and other employees that as part of the Service being delivered by BT, BT may monitor and report to you the use of any targeted applications by them;
 - (b) if consent is legally required, ensure that your Users and other employees have consented or will be deemed to have consented to such monitoring and reporting ; and
 - (c) agree that BT will not be liable for any failure by you to comply with this Paragraph 4.1.3 and indemnify BT from and against any Claims, losses, costs or liabilities brought by your Users and other employees against BT arising out of BT's delivery of the Service.

Part C – Service Levels

5 SERVICE CARE LEVELS

There are no Service Levels for this Software Resale Service.

Part D – Defined Terms

6 DEFINED TERMS

In addition to the defined terms in the General Terms, capitalised terms in this Schedule will have the below 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). BT has repeated some definitions in this Schedule that are already defined in the General Terms. This is to make it easier for you to find the definitions when reading this Schedule.

“BT Contact” means the BT individual who will work with you to resolve any Query.

“EULA” has the meaning given in Paragraph 2.2.1.

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

“Incident” means a defect in the Software.

“Software Resale Service” has the meaning given in Paragraph 1.

“Query” means a question about an Order or an invoice, but not an Incident.

“Supplier” means the entity set out in the Order, details of which are set out in Annex 1.

Annex 1 - Software and Suppliers

Software	Link to EULA	Supplier	Supplier Address & Registered Number
Secure Internet Platform Bundle	https://www.zscaler.com/legal/end-user-subscription-agreement	Zscaler Inc.	Registered office: 110 Rose Orchard Way, San Jose, CA 95134 Registered number: 4431830
ZIA (Zscaler Internet Access) Professional Bundle			
ZIA Business Bundle			
ZIA Secure Transformation Bundle			
ZIA Enterprise License Agreement			
SSL Interception			
Nanolog Streaming Service (NSS)			
Advanced Threat Protection			
Cloud Apps Control			
Web Access Control			
Bandwidth Control			
Advanced Cloud Sandbox			
Advanced Cloud Firewall			
Standard Firewall Full Logging			
IPSec Encrypted VPNs			
Data Loss Prevention (DLP)			
NSS Log Recovery Web Management			
NSS Log Recovery Firewall Management			
ICAP for Data Loss Prevention (DLP)			
Dedicated Proxy Port			
SSL Interception with Private Certificate			
Private Authentication Bridge			
Priority Categorisation Service			
Device Protection			
Bandwidth Surcharges - Australia, Central & Latin America, Africa, mainland China			
Bandwidth Surcharges - Middle East			
Zscaler Private Access (ZPA) Professional Suite			
Zscaler Private Access (ZPA) Business Suite			
Zscaler Private Access (ZPA) Enterprise Suite			
ZPA Customer Certificates			
ZPA Application Access Connection			
Guest Wi-Fi - 1M DNS			
Guest Wi-Fi - 3M DNS			

Software	Link to EULA	Supplier	Supplier Address & Registered Number
Falcon Prevent (NGAV) Application	https://www.crowdstrike.com/wp-content/uploads/direct/terms-conditions-direct.html	CrowdStrike Inc.	Registered Office: 15440 Laguna Canyon Road, Suite 250, Irvine, CA 92618
Falcon Insight (EDR) Application			
Falcon Overwatch Service			
Falcon Discover - (Discovery Solution)			
EDR Bundle (Insight + Discover)			
EPP Standard (Prevent + Insight)			
EPP Advanced (Prevent + Insight + Discover)			
Falcon Host to EPP Standard Bundle Upgrade			
Falcon Platform Standard Retention			
Falcon Platform Extended (15 Day Retention)			
Falcon Platform - 30 Day Retention			
Falcon Platform - 60 Day Retention			
Falcon Platform - 90 Day Retention			
Falcon Platform Standard Retention - High Performance Servers			
Falcon Platform - 15 Day Retention - High Performance Servers			
Falcon Platform - 30 Day Retention - High Performance Servers			
Falcon Platform - 60 Day Retention - High Performance Servers			
Falcon Platform - 90 Day Retention - High Performance Servers			
Falcon Intel Standard Subscription			
Falcon Intel Premium - Targeted			
Falcon Intel Premium- eCrime			
Falcon Intel Premium- Targeted and eCrime			