

1 Defined Terms

The following definitions apply, in addition to those in the General Terms and Conditions and the General Service Schedule of the Agreement.

“**Administrator**” means a Customer-authorized person responsible for managing the Service via the Customer Portal as set out in Clause 2.1.1.

“**Business User**” means a User who is typically an employee or contractor of the Customer, a joint venture of the Customer or appointed business partner of the Customer. The Business User will use the Service in a business role one or more times every day.

“**CA Secure Cloud Website**” means the website with the url: <http://www.ca.com/us/collateral/technical-documents/na/ca-secure-cloud.aspx>

“**Change Request**” has the meaning given in Clause 10.

“**Consumer User**” means a User of who is typically a customer of the Customer. The Consumer User will occasionally use the Service (typically no more than 2-3 times per month) in interacting with the Customer system, and not in a regular daily capacity.

“**Customer Portal**” means an Internet-based portal which is provided as part of the Service.

“**Data Capture Form**” means a document that is completed by the BT sales representative to capture the Customer’s service requirements and from which an order form is generated for signature by the Customer.

“**Data Centre**” means the BT infrastructure and applications used to perform the Service.

“**Federated Identity**” means a way of linking a person’s electronic identity and attributes, stored across multiple distinct identity management systems.

“**Hard Token**” means an OATH compliant small physical device such as a keyfob token, USB device or smartcard that will generate a one-time code for the purpose of providing the User with a secondary means of authentication to their primary password.

“**Helpdesk**” means BT’s helpdesk that can be accessed by the Customer’s nominated representatives for support with the Service Software in accordance with the contact details notified to the Customer by BT.

“**Internet**” means the global data network comprising interconnected networks using the TCP/IP protocol suite.

“**Identity Management**” or “**IM**” means the identification of individuals in a system in order to control their access to resources within that system by associating User rights and restrictions with the established identity.

“**OATH**” means Initiative for Open Authentication and is an industry-wide collaboration to develop an open reference architecture using open standards to promote the adoption of strong authentication.

“**Service Operational Personal Data**” means all Customer Personal Data provided by the Customer under or in accordance with the Agreement that is operationally required for BT to contact the Customer for the provision of the Service such as email addresses, invoicing information, contact names, site addresses, telephone and fax numbers

“**Service**” has the meaning given in Clause 2 below.

“**Soft Token**” means an OATH compliant software application that can be used by a mobile device or personal computers browser to replicate the functionality of a Hard Token to generate a one-time password.

“**Single Sign-On**” means a user’s single authentication ticket, or token, which is trusted across multiple information technology (“**IT**”) systems and organisations.

“**SMS**” means short message service commonly referred to as text messaging.

“**Tenant Environment**” means that portion of the Service configured for the exclusive use of the Customer.

“**User Identities**” means together Business Users and Consumer Users.

2 Service Overview

BT Assure Cloud Identity is a BT hosted cloud-based identity and access management service that provides the Customer with functionality for centralised Identity Management and allowing Users to access and sign-on to cloud-based services and on-premise applications. The Service comprises the standard components set out in Clauses 2.1 to 2.3 inclusive together with a minimum of one of the optional components set out in Clauses 2.4 to 2.8.

2.1 Customer Portal

- 2.1.1 The Customer Portal enables Users to access features and functionality the Customer makes available to them. Such features and functionality will be as specified on the Data Capture Form.
- 2.1.2 The Customer Portal enables the Administrator) to access the Service for the purposes of managing and configuring the Service. This will include but not be limited to:
 - (a) deleting and suspending User accounts;
 - (b) authorising access requests from Users;
 - (c) accessing management reports;
 - (d) reviewing statistics and usage information related to the Service.
- 2.1.3 The Customer Portal allows Users to access the Service and to sign on to cloud services and on-premise applications, administer their account and request access to additional cloud services and on-premise applications.
- 2.1.4 Administrators will be able to access a range of management reports via the Customer Portal that will enable them to view details about individual Users, transactions, Service usage and status.

2.2 Project Managed Set up

- 2.2.1 BT will coordinate the Service set-up liaising with the Customer as required.
- 2.2.2 BT will provide technical support to:
 - (a) create the Tenant Environment;
 - (b) configure the service components ordered by the Customer; and
 - (c) assist the Customer in configuring the Service ready for it to begin integrating its applications.

2.3 Help Desk and Fault Reporting

- 2.3.1 BT will provide a Helpdesk to enable the Administrator to report faults in the Service.
- 2.3.2 The Helpdesk will be available 24 hours a day 7 days a week.

2.4 Identity Management

- 2.4.1 IM allows the Customer to manage the identities of Users.
- 2.4.2 IM allows the Customer to grant Users access rights to applications and data dependant on the Users role, including registration and deregistration of Users, resetting of passwords and access to reports.

2.5 Federated Identity and Single Sign-On

Federated Identity and Single Sign-On allows Users access to predefined on-premise applications and cloud applications through the passing of identity information between organisations where a trust relationship exists.

2.6 Advanced Authentication

- 2.6.1 Advanced Authentication provides the Customer with a centralised authentication service. It supports a range of authentication methods including security question and answer, one-time password delivered via SMS/email/voice, Hard Token and Soft Token.
- 2.6.2 Risk based authentication builds a risk score to establish how genuine a User access request to a system is using a range of information that is captured at the time of authentication. This includes velocity checks, zone hopping, Internet Protocol ("IP") address blacklisting and step-up authentication and device identification.
- 2.6.3 If the Customer subscribes to Advanced Authentication it may in its sole discretion and subject to Clause 2.8 purchase Hard Tokens from BT.

2.7 Additional Technical Support

The Customer may in its sole discretion request BT to supply additional technical support to assist the Customer with integration of its applications onto the Service. BT will notify the Customer of the Charges that will apply before support is provided.

2.8 Hard Tokens

- 2.8.1 BT will deliver the Hard Tokens to the Customer. The Customer will be responsible for onward distribution to its Users.
- 2.8.2 BT will pass risk but not title-in the Hard Tokens to the Customer at the time of delivery. BT will pass title in the Hard Tokens when it has received full payment of the Charges for it.
- 2.8.3 Until BT receives payment in full for the Hard Tokens, the Hard Tokens will appear in the Customer's books in the name of BT
- 2.8.4 Hard Tokens purchased from BT under this Agreement will be covered by a one year warranty from the date of purchase as follows:
 - (a) If the Customer reports a fault during the warranty period as set out in the Product Handbook and the fault is due to faulty design, manufacture, material or BT's negligence, BT will replace the Hard Token provided that the Hard Token has been properly kept and maintained and used in accordance with the manufacturer's or BT's instructions.
 - (b) The Customer will return the faulty Hard Token to BT if requested by BT.
 - (c) The Hard Token warranty does not cover fair wear and tear.

2.9 Export Control

- 2.9.1 The Parties acknowledge that:
 - (a) Hard Tokens, and technical information (including, but not limited to, service, technical assistance and training) provided under this Agreement may be subject to export laws and regulations of other countries; and
 - (b) any use or transfer of the Hard Tokens and technical information will be in compliance with all applicable regulations and international trade sanctions.
- 2.9.2 The Parties will not use, distribute, transfer, or transmit the Hard Tokens, or technical information, except in compliance with all applicable export regulations and trade sanctions.
- 2.9.3 If requested by either Party, the other Party will sign written assurances and other export-related documents to comply with all applicable export regulations.

3 Service Delivery

BT will:

- 3.1 establish and configure a Tenant Environment that is for the exclusive use of the Customer and its Users;
- 3.2 activate and configure the Service components that the Customer has ordered;
- 3.3 bulk load identity information onto the Service that the Customer provides to BT using an agreed format;

-
- 3.4 connect and integrate the Service to applications specified by the Customer for which predefined application connectors exist;
 - 3.5 provide a number of technical/consultancy support days, as specified on the Data Capture Form and agreed between BT and the Customer, to assist the Customer's integration of its applications with the Service;
 - 3.6 provide Customer Administrator login details for the Customer Portal to enable the Administrator to access the identity information the Customer has supplied to BT and management reports, and to administer the Service;
 - 3.7 BT will use its reasonable endeavours to enable the Service within twenty (20) Business Days from the date that a correctly completed Order and all technical information reasonably required by BT has been received by BT from the Customer, subject to which service component(s) are selected by the Customer;
 - 3.8 notify the Customer that the Service has been enabled and provide activation support to the Customer to ensure the Customer has access to the Customer Portal to enable configuration of the Service. The Operational Service Date will be the date BT notifies the Customer that the Service has been enabled.
 - 3.9 Upon expiration or termination of this Service Annex the Customer agrees that all Customer Data, including any logs, files and backups will be deleted by BT. Subject to payment of an additional charge, the Customer may in its sole discretion request that BT holds such Customer Data for an additional thirty (30) days by giving written notice to BT no more than sixty (60) days and no less than thirty (30) days prior to expiration or termination of this Service Annex.
 - 3.10 BT will provide a fully resilient architecture located across two physically separate Data Centres with mirrored processors and databases operating, subject to Clause 8, twenty-four (24) hours a day, seven (7) days a week.
 - 3.11 BT will log all incidents affecting the Service reported to the Helpdesk by the Customer and discuss it with the Customer to try to determine the problem. Where BT is unable to resolve a logged fault immediately it will be passed to the second line technical support team to investigate and resolve as necessary. Fault reports will only be accepted by BT from nominated Administrators and not from Users.

4. Service Operational Personal Data

- 4.1 In order for BT to provide and support the Service BT may in its sole discretion use Service Operational Personal Data in order to:
 - 4.1.1 process, track and fulfil Orders for Service;
 - 4.1.2 deliver and commission the Service;
 - 4.1.3 process, track and resolve incidents with the Service;
 - 4.1.4 administer access to online portals relating to the Service;
 - 4.1.5 compile, dispatch and manage the payment of invoices relating to the Service;
 - 4.1.6 manage the Agreement and resolve any disputes relating to it; or
 - 4.1.7 respond to general queries relating to the Service.
- 4.2 BT may in its sole discretion use the Service Operational Personal Data to send additional information concerning the Service or related services to the Customer. If this information includes marketing materials BT will provide a mechanism for the recipient to elect not to receive such communications in the future.

5. Minimum Period of Service

The Minimum Period of Service will be one (1) year from the Operational Service Date unless otherwise agreed by BT or as set out in Clause 10.2.2.

6. BT Service Management Boundary

- 6.1 If the Customer uses the Internet to access the Service the SMB is the interface between BT's network and the Internet. The Service excludes the Customer's Internet transport and configuration.

6.2 If the Customer orders a BT provided dedicated link to access the Service BT will supply this under a separate agreement and the SMB will be at the point of connection to the Data Centre.

7. WEEE Regulations

The Customer will:

- 7.1 be responsible under Regulation 9 of the Waste Electrical and Electronic Equipment Regulations 2006 (“the WEEE Regulations”) for the costs of collection, treatment, recovery, recycling and environmentally sound disposal of any equipment supplied under the Contract that has become waste electrical and electronic equipment (“WEEE”). BT and the Customer acknowledge that for the purposes of Regulation 9 this Clause is an agreement stipulating other financing arrangements for the collection, treatment, recovery, recycling and environmentally sound disposal of WEEE;
- 7.2 be responsible for any information recording or reporting obligations imposed by the WEEE Regulations; and
- 7.3 indemnify BT against any claims or legal proceedings that are brought or threatened against BT by a third party which would not have been caused or made had the Customer fulfilled its express or implied obligations under this Clause or in connection with the WEEE Regulations. BT will notify the Customer of any such claims or proceedings and keep the Customer informed as to the progress of such claims or proceedings.

8. Service Levels

- 8.1 The Service Levels set out in Clause 7 of the General Service Schedule will not apply to the Service.
- 8.2 BT will aim to make the Service available 24 hours per day, 7 days per week, 365 days per year.
- 8.3 Certain components of the Service have a target availability as set out in the table below. The target availability levels exclude all periods of Planned Maintenance or updates.

Service Component	Target service level availability
Identity Management	99.5 %
Single Sign-on	99.9 %
Advanced Authentication	99.9 %
Customer Portal	99.0 %

8.4 BT will provide the Service with a target that 95% of transaction requests will be responded to within 1 second of receipt of the request by the Service, subject to the availability and performance of the Internet or any third party networks and applications.

9. Customer Responsibilities

The Customer will:

- 9.1 be solely responsible for the provision, maintenance and payment for its access connection to the Internet or any equipment necessary to access the Service;
- 9.2 supply BT with all its technical data and any other information BT may reasonably request from time to time to enable BT to supply the Service;
- 9.3 be responsible for communication with Users. Communication between BT and the Customer will be via nominated Administrators;
- 9.4 inform BT within five (5) working days if the number of User Identities increases by more than 5 percent from the number of User Identities set out on the Order form. In these circumstances, or if BT can demonstrate by management reports that the number of User Identities exceeds that limit, BT may in its sole discretion increase the Charges;
- 9.5 create its own login/password combinations for Administrators and Users to access the Customer Portal;

BT Assure Cloud Identity – Annex to the General Service Schedule

BT Reference No. **_****_****

- 9.6 order the appropriate Service components and one User identity for every Business User and Consumer User. Each User identity purchased by the Customer may be used only by a single individual and a User identity may never be shared between or used by more than one individual. The Customer acknowledges and agrees that a User identity will only be transferred from one individual to another if the original individual is no longer permitted to access, and does no longer access, the Service.
- 9.7. The Customer will provide details to BT of the Administrators who are authorised to report faults or Service issues to the BT Helpdesk. The Customer will establish its own internal support processes and help desk for Users.
- 9.8 The Customer will maintain compliance with regulatory and data protection laws and seek the necessary agreements from Users for their data to be stored and processed using the Service.
- 9.9 The Customer will connect its application(s) to the Service using predefined web interfaces and standards based protocols, including Security Assertion Markup Language (SAML), WS-Federation, WS-Trust, OpenID, OAuth and SCIM, as set out on the CA Secure Cloud Website. Users and Administrators will access the Service via the Customer Portal.

10. Changes to Customer Requirements

10.1 The Customer may in its sole discretion request BT to:

- 10.1.1 add Users to an existing Service; and/or
- 10.1.2 add Service components to the existing Service;

which will be agreed by the Parties in an additional Order ("Change Request").

10.2. If a Change Request is made:

- 10.2.1 more than 90 days prior to the end of the Minimum Period of Service or subsequent Minimum Period of Service the Charges will be increased in accordance with the Change Request; or
- 10.2.2 within 90 days or less prior to the end of the Minimum Period of Service or subsequent Minimum Period of Service, the Charges will be increased in accordance with the Change Request and a new Minimum Period of Service will apply as set out in the Change Request.

11. Charges and Payment Terms

- 11.1. The Customer will pay the Charges in accordance with the General Terms and Conditions of this Agreement.
- 11.2. The Charges for the Service will comprise some or all of the following components, depending on the option(s) selected by the Customer:

Pricing Component	One-time Charge	Recurring Charge	Notes
Tenant Environment set up fee	Fixed Charge for setting up the Tenant Environment.	N/A	Fixed Charge for establishing a unique domain on the Service for the exclusive use of the Customer, creation of Administrator accounts, bulk up-load of User identity information and set-up of the Customer Portal
Per Service component set up fee	Fixed Charge for the setup of each Service component ordered.	N/A	This Charge will be applied for each of the Identity Management, Single Sign-on and Advanced Authentication service components ordered by the Customer.

BT Assure Cloud Identity – Annex to the General Service Schedule

BT Reference No. **_****_****

On-going monthly subscription fee	None	Monthly Charge for the Service calculated by reference to the number of User Identities and Service components ordered.	The monthly subscription Service Charge will be calculated by reference to: (a) the number of Service components ordered as set out in Clause 2; and (b) the number of User Identities ordered. A banded Charges table, as set out on the Data Capture Form sets out the Charge per Business User and per Consumer User for each Service component set out in Clause 2.
Additional Technical Support	Yes	N/A	Range of services offered to support the Customer before and after the Operational Service Date.
Hard Tokens	Supply of Hard Tokens to the Customer (Charge dependent upon quantity ordered).	N/A	

12. 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 Service Annex shall not exceed 125% of the total of all Charges paid for the Services.

13. Termination

- 13.1 In variance of the termination conditions of the General Service Schedule, if the Customer terminates the Service before the end of the Minimum Period, then the Customer will pay all remaining monthly Charges for the Service until the end of the Minimum Period as early termination charges and any Charges paid in advance will not be reimbursed to the Customer.
- 13.2 If the Customer reduces the number of User Identities during any relevant Minimum Period the Customer will pay an early termination charge equivalent to the ongoing monthly subscription Charge calculated as set out in Clause 9.2 for the remainder of the Minimum Period and any Charges paid in advance will not be reimbursed to the Customer.
- 13.3 Early termination Charges are payable by way of compensation and will not be subject to VAT in the UK.