



General Terms

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The Basics

These are the General Terms that apply to any Service you buy from BT. Specific Services have their own Orders and Schedules with more detailed terms.

1 What words mean

- 1.1 Some of the words and phrases in this document mean specific things. They are capitalised all the way through and explained in the Defined Terms section at the end of this document.
- 1.2 The words below have the following meanings:
 - 1.2.1 'You' and 'your' mean the Customer.
 - 1.2.2 Phrases that refer to 'we', 'our', 'us', 'each of us', 'each of our', 'both of us', 'we each', 'we will each', 'we will both', 'whichever of us', 'one of us', 'neither of us', 'either of us', 'either of our', 'either one of us' and 'we both' mean one or both of BT and the Customer, whichever makes sense in the context of the sentence.
- 1.3 The words 'include' or 'including' do not limit something to just the examples that follow.
- 1.4 Any time either of us has a right or obligation that we may exercise or perform, then whether either of us chooses to exercise or perform that right or obligation will be in that party's sole discretion.
- 1.5 Any reference to a specific law or regulation in the Contract includes that law or regulation as amended, replaced or extended.

2 Order of documents

If there is a conflict between any of the documents, the order of priority, highest first, is:

- 2.1 any Annexes;
- 2.2 the Schedule;
- 2.3 these General Terms;
- 2.4 the Master Order;
- 2.5 any Supplemental Orders; and
- 2.6 if applicable to a Service, the BT Price List.

3 When the Contract starts and how long it lasts

- 3.1 The Contract starts on the Effective Date and will carry on for at least the Minimum Term (if any) and 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.
- 3.2 Any Minimum Term shall commence on the Service Start Date, unless stated otherwise in the Schedule.
- 3.3 Each Order will be an amendment to this Contract.
- 3.4 If a Service or Order terminates or expires for any reason other than when the Contract is terminated or expired in its entirety, the rest of the Orders in place will remain unaffected and both of us will continue to perform each of our obligations under them as agreed in the Contract.

4 Some basic principles

- 4.1 BT confirms that it is a legal corporation, authorised to agree the Contract and provide all the Services.

- 4.2 You confirm you are legally set up as a business, authorised to agree the Contract and carry out your responsibilities under it.
- 4.3 The BT Privacy Policy sets out how BT uses your Personal Data and includes more details about what BT can do with it, your rights and BT's obligations.
- 4.4 You will not re-sell the Services to a third party without BT's prior written approval or unless explicitly set out in a Schedule. If BT grants such approval, it will be conditional upon you imposing on the relevant third party in writing obligations no less onerous than those to which you are subject under this Contract (including the Compliance Obligations and the Acceptable Use Policy).
- 4.5 Regardless of what it may say elsewhere in the Contract, both of us are entitled to announce publicly and within our organisation that we have entered into this Contract without disclosing the details of this Contract. In the event either of us wants to publish or use any other advertising, sales promotions, press releases, announcements, or other publicity that relates to this Contract or that uses the trademark, service mark, trade name, logo or other indicia of origin of the other Party or its Affiliates in connection with this Contract or any Services provided under this Contract, the prior written approval of the other Party is required which shall not unreasonably be withheld.

The Service

5 What BT has to do

- 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;
 - 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; and
 - 5.1.6 if applicable to a Service, take reasonable steps to stop anyone getting unauthorised access to any part of the BT Network.
- 5.2 BT may change any Service so long as the performance of the Service is not materially adversely affected. These sorts of changes might include (but are not limited to):
 - 5.2.1 changing, replacing, introducing or removing features of the Service;
 - 5.2.2 replacing the Service with a materially equivalent Service;
 - 5.2.3 changes to reflect developments in or changes to technology used to provide the Service;
 - 5.2.4 substituting or replacing BT Equipment; or
 - 5.2.5 changes required to (i) protect the integrity or security of the BT Network and (ii) comply with Applicable Law.

6 What you have to do



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 provide BT with any information reasonably required, including information in relation to health and safety and the environment, without undue delay, and you will make sure the information provided is accurate and complete;
- 6.3 complete any preparation activities that BT may request to enable you to receive the Service promptly and in accordance with any reasonable timescales;
- 6.4 cooperate with BT and comply with any reasonable requests BT makes to help BT provide the Services;
- 6.5 comply with Applicable Law, and make sure that your Users do as well;
- 6.6 comply with the Acceptable Use Policy and the Compliance Obligations and make sure that your Users do as well; and
- 6.7 for Sites not under BT's control, get all the consents, licences, permissions and authorisations we both need and keep them up to date so BT can provide the Services at the Sites, including for:
 - 6.7.1 making alterations to buildings;
 - 6.7.2 getting into property;
 - 6.7.3 dealing with local authorities, landlords or owners;
 - 6.7.4 installing BT Equipment or Purchased Equipment; and
 - 6.7.5 using the Services over your network or at a Site.

7 If you do not comply with the Acceptable Use Policy or Compliance Obligations

- 7.1 If you do not comply with the Acceptable Use Policy or Compliance Obligations, you will be liable for any Claims, losses, costs or liabilities that BT incurs as a result.
- 7.2 BT may, when there is a serious breach of the Acceptable Use Policy or Compliance Obligations, report you and provide your personal information, including Personal Data, to the relevant law enforcement agency.

8 When BT is not to blame

Subject to the occurrence of a Force Majeure Event, in which case Clause 23 applies, BT will not be liable if it fails to do something under the Contract (including not carrying out any of its responsibilities, carrying them out late or not meeting any Service Levels) 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 or BT's subcontractors or suppliers doing something, or not doing something, they need to do unless that BT Affiliate, subcontractor or supplier has invoked their force majeure rights under their contract with BT; or
- 8.3 restriction or prevention by Applicable Law, a court order, an application for interlocutory relief or injunction.

Payments

9 Paying what you owe BT

- 9.1 You will pay and be responsible for the Charges, whether a Service is used by you or someone else. This includes all Charges resulting from unauthorised or fraudulent use.
- 9.2 BT will invoice you, and you will pay BT, in pounds sterling.
- 9.3 BT will work out the Charges based on details that BT records or that are recorded for BT. If applicable to the Service, information on how BT measures how much data you use is set out in Section 15, Part 17 of the BT Price List.
- 9.4 If BT issues an invoice online, it will email you when it has done so.
- 9.5 Unless you are disputing an invoice (see Clause 11), you will pay each invoice BT sends you within 28 days of the date on it. You will pay the full amount in cleared funds into BT's bank account, without any set-off, counterclaim, deduction or withholding, unless you legally have to take something off.
- 9.6 BT may reduce the number of days you have to pay each invoice from 28 days to five days, where:
 - 9.6.1 you issue a profit warning; or
 - 9.6.2 any Credit Agency reduces your credit rating, and
 BT reasonably considers that this will affect your ability to pay invoices.
- 9.7 If you make a payment covering more than one invoice:
 - 9.7.1 you will tell BT which amounts to apply to which invoices; and
 - 9.7.2 if you do not tell BT, BT may apply the payment to any unpaid invoices at its discretion.
- 9.8 Charges do not include any Transaction Taxes. If BT sends you a valid tax invoice, you will pay all of the Transaction Taxes due, including those BT has paid or will pay that BT is allowed, by Applicable Law, to pass on to you, and that service providers normally pass on to their customers. BT will not charge any Transaction Taxes on Services where you have already given BT a valid tax exemption certificate.
- 9.9 You will make any deductions for Withholding Tax from your payments to BT that are required by Applicable Law and pay such sums to the relevant taxing authority within the period for payment permitted by Applicable Law.
- 9.10 If you deduct Withholding Tax from your payments to BT, you will:
 - 9.10.1 gross up your payments to BT so that the net amount BT receives is equal to the amount BT would have received had there been no deduction or withholding; or
 - 9.10.2 indemnify BT for the amounts you have deducted from your payments to BT.
- 9.11 If BT receives a Claim from a taxing authority alleging that it has not received Withholding Tax due on or in connection with payments from you to BT, you will indemnify BT for the amount of the Withholding Tax due together with any interest, fines and penalties relating to the late payment or non-payment of the Withholding Tax and any costs of defending the Claim against the taxing authority.
- 9.12 If you ask for any change to be made to the agreed billing arrangements for a Service, and that change results in additional Transaction Tax or Withholding Tax to



BT or any BT Affiliates that they are unable to fully recover, then, regardless of what it may say elsewhere in this Contract, BT may modify the Charges to reflect the impact of the change and you will pay BT any additional amounts due.

- 9.13 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.

10 What happens if you do not pay BT

- 10.1 If you do not pay an invoice by the date it is due and you are not disputing the invoice in accordance with Clause 11, BT may:
- 10.1.1 charge you either:
 - (a) a late payment charge, which will be described in the relevant Schedule, Annex, Order or the BT Price List; or
 - (b) interest on the unpaid amount at the annual rate of 4 per cent above the Bank of England's base lending rate at the date of calculation, or at the maximum rate allowed by Applicable Law, whichever is less. The interest will build up and be compounded each day, from the date the invoice was due to the date you pay BT;
 - 10.1.2 restrict or suspend any Service as set out in Clause 15.1; and/or
 - 10.1.3 terminate the Service or the Contract under Clause 18.1.1 on the basis that the parties agree that not paying BT the Charges when due in accordance with the Contract will be deemed a material breach of this Contract.
- 10.2 You will pay BT any reasonable costs that BT incurs when recovering any amount you owe BT, including debt collection agency and legal costs.

11 Disputing an invoice

- 11.1 If you do not agree with something in an invoice BT sends you before you have made payment, you will give BT Notice within 28 days after the date of the invoice.
- 11.2 If you do not agree with something in an invoice BT sends you after you have made payment, you will give BT Notice of that dispute within six months after the date of the invoice.
- 11.3 You will always pay the undisputed amount of an invoice, and any disputed amount that is less than 5 per cent of the total invoice, in accordance with Clause 9.5.
- 11.4 We will both settle an invoice dispute in accordance with Clause 24 and you will pay the amount we both finally agree on within seven days of both of us agreeing it.
- 11.5 BT may still charge you a late payment charge or interest in accordance with Clause 10.1.1 for any amount we both agree under Clause 11.4.

Protecting Information

12 Intellectual Property Rights

- 12.1 Intellectual Property Rights will carry on being their original owner's property whether the rights existed before the Contract or came after it.
- 12.2 If BT provides you with Software so you can use a Service, BT gives you a non-transferable and non-exclusive licence to use the Software only for the purposes and in

the manner set out in the Schedule. As well as any terms of the Contract, you will also comply with any third party terms that BT make known to you that apply to the use of the Software or Service.

- 12.3 You will not and will ensure that your Users do not, copy, decompile, modify or reverse engineer any Software, or let anyone else do that, unless it is allowed by law or BT has given you permission in writing.
- 12.4 The licence BT gives you in Clause 12.2 will last as long as BT provides you with the relevant Service.
- 12.5 If your use of any Service infringes, or allegedly infringes, someone else's Intellectual Property Rights, BT will indemnify you for any Claims, losses, costs or liabilities brought against you as long as you comply with the terms set out in Clause 22.7.
- 12.6 The indemnity in Clause 12.5 will not apply to any part of a Claim that results from or is connected with:
 - 12.6.1 your use of any of the Services with equipment, software or another service BT has not supplied;
 - 12.6.2 you modifying the Services without BT's permission;
 - 12.6.3 any content, designs or specifications that have not been supplied by BT or on BT's behalf; or
 - 12.6.4 your using the Service in a way BT has not agreed.
- 12.7 You will indemnify BT for any Claims, losses, costs or liabilities brought against BT that results from or is connected with:
 - 12.7.1 your use of the Service with equipment, software or another service BT has not supplied;
 - 12.7.2 your modifying the Service, without BT's permission;
 - 12.7.3 any content, designs or specifications that have not been supplied by BT or on BT's behalf; or
 - 12.7.4 your using any of the Service in a way not permitted by this Contract.
- 12.8 You will stop any activity that led to the Claim against BT as soon as BT gives you Notice or you become aware, or should reasonably have become aware, that your activity was causing a Claim against BT, and BT may ask you to actively defend or settle the Claim.
- 12.9 If using a Service leads to a Claim against you as described in Clause 12.5, or BT believes it is likely to lead to one, BT may, at BT's expense:
 - 12.9.1 get you the right to carry on using the Service; or
 - 12.9.2 modify or replace the relevant parts of the Service so that using the Service no longer infringes someone else's Intellectual Property Rights, as long as the performance of the relevant parts of the Service is not materially affected.
- 12.10 The indemnity under Clause 12.5 and the actions in Clause 12.9 are the only remedies you will have for Claims that your use of the Service infringes someone else's Intellectual Property Rights.

13 Keeping things confidential

- 13.1 We will both keep all Confidential Information confidential and neither of us will disclose it, unless one of us needs to do that:



13.1.1 to meet our responsibilities or to receive any benefit under the Contract, and then only to our employees, agents, Affiliates, officers, directors, advisers and, for BT only, BT's subcontractors and suppliers, who need to know; or

13.1.2 because Applicable Law, a government or regulatory authority, or court of competent jurisdiction says we have to and the party disclosing it will give the other as much notice as reasonably possible before any disclosure.

13.2 The party disclosing the Confidential Information in accordance with Clause 13.1.1 will ensure that the people receiving it comply with this Clause 13.

13.3 Each of us will return or destroy any of the other's Confidential Information within a reasonable time of the other requesting this by giving Notice.

13.4 This Clause 13 will stay in place for a period of three years following the end of this Contract.

14 Data Protection

14.1 In this Contract, the following terms each have the meaning given to it in the GDPR: "Binding Corporate Rules", "Controller", "Data Subject", "Personal Data", "Personal Data Breach", "Processing", "Processor" and "Supervisory Authority".

14.2 Notwithstanding any other provision in the Contract, for BT to provide a Service, Personal Data may be:

14.2.1 used, managed, accessed, transferred or held on a variety of systems, networks and facilities (including databases) worldwide; or

14.2.2 transferred by BT worldwide to the extent necessary to allow BT to fulfil its obligations under this Contract and you appoint BT to perform each transfer in order to provide the Services provided that BT will where necessary implement appropriate transfer mechanisms permitted by Data Protection Legislation, including:

- (a) BT Group's Binding Corporate Rules (for transfers among BT's Affiliates and transfers from you to BT); and
- (b) agreements incorporating the relevant standard data protection clauses adopted by the European Commission or the relevant local authority.

14.3 BT will be either Controller, Processor or both under the Contract depending on the type of Personal Data Processed and the purpose of the Processing.

14.4 If BT acts as a Controller:

14.4.1 BT may collect, Process, use or share Personal Data with BT Affiliates and Sub-Processors, within or outside the country of origin in order to do any or all of the following:

- (a) administer, track and fulfil Orders for the Service;
- (b) implement the Service;
- (c) manage and protect the security and resilience of any BT Equipment, the BT Network and the Services;
- (d) manage, track and resolve Incidents (as defined in the Schedule) with the Service as set out in the Schedule(s);
- (e) administer access to online portals relating to the Service;

(f) compile, dispatch and manage the payment of invoices;

(g) manage the Contract and resolve any disputes relating to it;

(h) respond to general queries relating to the Service or Contract; or

(i) comply with Applicable Law;

14.4.2 BT will Process the Personal Data in accordance with applicable Data Protection Legislation and as set out in the BT Privacy Policy and, where applicable, BT Group's Binding Corporate Rules.

14.5 If BT acts as a Processor:

14.5.1 the subject-matter, duration, nature and purpose of the Processing, the type of Customer Personal Data and categories of Data Subjects will be set out in the applicable Annex that can be found online at www.bt.com/terms;

14.5.2 in order to perform its obligations under the Contract, BT will:

(a) Process the Customer Personal Data on your behalf in accordance with your documented instructions as set out in Clause 14.5.11, except where:

(i) Applicable Law requires BT to Process the Customer Personal Data otherwise, in which case, BT will notify you of that requirement before Processing, unless to do so would be contrary to that Applicable Law on important grounds of public interest;

(ii) in BT's reasonable opinion an additional instruction or a change to the instructions provided by you in accordance with Clause 14.5.11 infringes the Data Protection Legislation and BT will inform you of its opinion without undue delay and will not be required to comply with that instruction;

(b) to protect the Customer Personal Data against a Personal Data Breach, implement technical and organisational security measures, including those that may be set out in the Schedule, that are appropriate to the risk represented by BT's Processing and the nature of the Customer Personal Data being Processed;

(c) provide Notice to you without undue delay after becoming aware of a Personal Data Breach affecting the Customer Personal Data;

(d) only use the Sub-Processors approved by you by entering into the Contract or in accordance with Clause 14.5.9; and

(e) assist you in your compliance with the Data Protection Legislation, taking into account the nature of the Processing of the Customer Personal Data and the information available to BT, relating to:

(i) its obligation to respond to lawful requests from a Data Subject, to the extent practicable;

(ii) the security of the Processing of the Customer Personal Data;

(iii) notification of a Personal Data Breach affecting the Customer Personal Data to



- the Supervisory Authority or the Data Subjects; and
- (iv) a data protection impact assessment as may be required by Data Protection Legislation and prior consultation with the Supervisory Authority,
- and you will reimburse BT's reasonable costs for this assistance except for the assistance set out in Clause 14.5.2(e)(iii) where a Personal Data Breach affecting the Customer Personal Data occurred as a direct result of a breach of BT's obligations set out in Clause 14.5.2(b);
- 14.5.3 unless Applicable Law requires BT to store a copy of the Customer Personal Data, upon expiry or termination of the Contract and at your option, BT will delete or return the Customer Personal Data within a reasonable time period and you will reimburse BT's reasonable costs for this deletion or return of the Customer Personal Data;
- 14.5.4 BT will make available to you the information demonstrating BT's compliance with its obligations set out in Clause 14.5, and, subject to 30 days' Notice from you, allow for and reasonably cooperate with you (or a third party auditor appointed by you) to audit this compliance at reasonable intervals (but not more than once per year), so long as:
- (a) the audit will:
- (i) not disrupt BT's business;
 - (ii) be conducted during Business Days;
 - (iii) not interfere with the interests of BT's other customers;
 - (iv) not cause BT to breach its confidentiality obligations with its other customers, suppliers or any other organisation; and
 - (v) not exceed a period of two successive Business Days;
- (b) you (or your third party auditor) will comply with BT's relevant security policies and appropriate confidentiality obligations; and
- (c) you will reimburse BT's reasonable costs associated with the audit and, where BT conducts an audit of its Sub-Processors to demonstrate BT's compliance with its obligations set out in Clauses 14.5, those of its Sub-Processors.
- 14.5.5 BT may demonstrate its compliance with its obligations set out in Clause 14.5 by adhering to an approved code of conduct, by obtaining an approved certification or by providing you with an audit report issued by an independent third party auditor (provided that you will comply with appropriate confidentiality obligations and not use this audit report for any other purpose);
- 14.5.6 BT will not disclose Customer Personal Data to a third party unless required for the performance of the Service, permitted under the Contract or otherwise required by Applicable Law;
- 14.5.7 BT will ensure that persons authorised by BT to Process the Customer Personal Data will be bound by a duty of confidentiality;
- 14.5.8 BT may use Sub-Processors in accordance with Clause 26.2 and will ensure that data protection obligations in respect of Processing Customer Personal Data equivalent to those set out in Clause 14.5 will be imposed on any Sub-Processors;
- 14.5.9 BT will inform you of proposed changes to BT's Sub-Processors from time to time by either:
- (a) providing you with online notice of the intended changes at www.bt.com/terms and you will have 30 days starting from the first Business Day of the calendar month following the date of the online notice to object to the change; or
 - (b) giving you Notice in accordance with Clause 25 and you will have 30 days starting from the date of the Notice to object to the change, and
- if you do not object in accordance with Clauses 14.5.9(a) or 14.5.9(b), you will be deemed to have authorised the use of the new Sub-Processors;
- 14.5.10 you may object to the use of a new Sub-Processor by giving Notice in accordance with Clause 25 documenting material concerns that the Sub-Processor will not be able to comply with the Data Protection Legislation, and if such Notice is received within the time required by Clause 14.5.9, we will address your objection in accordance with the process set out in Clause 24.1 and BT may use the relevant Sub-Processor to provide the Service until the objection is resolved in accordance with Clause 24.1;
- 14.5.11 the Contract contains your complete instructions to BT for the Processing of Customer Personal Data and any additional instructions or changes to the instructions will be incorporated into this Contract in accordance with Clause 31 to take account of any resulting change in the Charges or the Service;
- 14.5.12 you will comply with applicable Data Protection Legislation and will fulfil all the requirements necessary for the provision of the Service by BT, including providing any notifications and obtaining any regulatory approvals or consents required when sharing Personal Data with BT; and
- 14.5.13 you will only disclose to BT the Personal Data that BT requires to perform the Service.
- 14.6 Where each party acts as a Controller in relation to the Processing of Personal Data under the Contract, the parties will not act as joint Controllers (as defined by Data Protection Legislation) in relation to such Processing.
- 14.7 If, in accordance with Clause 31, BT proposes amendments to the Contract to reflect changes to BT's security measures, policies and processes to enable BT to comply with the Data Protection Legislation, you will act reasonably and in good faith.

Ending a Service or the Contract

15 When BT may restrict or suspend a Service

- 15.1 BT may restrict or suspend any Service:
- 15.1.1 if BT needs to do Maintenance;



- 15.1.2 to implement a change under Clause 5.2;
- 15.1.3 if you do not pay BT on time and in the way described in Clause 9.5; and
- 15.1.4 if BT reasonably believes:
 - (a) you have not complied with the Acceptable Use Policy or Compliance Obligations; or
 - (b) it needs to in order to protect the integrity or security of the BT Network.

15.2 If BT restricts or suspends a Service because of the reasons in Clauses 15.1.3 or 15.1.4:

- 15.2.1 you will still have to pay the Charges that are payable for the Service until the Service ends; and

15.3 BT may apply a Charge to start the Service again.

15.4 If BT decides to restrict or suspend a Service for any of the above reasons, it will let you know beforehand as soon as it reasonably can.

16 Cancelling an Order before the Service Start Date

16.1 You may cancel an Order by giving BT Notice, as long as the Notice reaches BT before the Service Start Date.

16.2 If you cancel an Order in accordance with Clause 16.1, then:

- 16.2.1 if the cancellation has any impact on volume commitments or otherwise affects the agreed Charges, BT may amend the Charges to reflect this; and
- 16.2.2 you will pay BT the Cancellation Charges that are described in the Schedule. If there are no Cancellation Charges in the Schedule, but BT has incurred any costs in order to get ready to provide your Service, including cancellation charges from one of BT's subcontractors or suppliers or other costs payable to a third party, you will pay BT those costs that are reasonable in accordance with Clause 9.5.

17 If either of us want to terminate the Contract or a Service

17.1 Either of us at any time on or after the relevant Service Start Date may terminate the Contract in whole or in part or a Service by giving Notice in accordance with Clause 17.2 and we will each have to pay the other the amounts set out in Clause 21.

17.2 The required Notice period for terminating under Clause 17.1 is:

- 17.2.1 as set out in Part A of the Schedule for that Service; or
- 17.2.2 if it is not set out in the Schedule, 90 days.

17.3 As long as you pay the amounts set out in Clause 21 you may, if BT agrees, give BT Notice as set out in Clause 17.1 with either:

- 17.3.1 a shorter Notice period than as set out Clause 17.2; or
- 17.3.2 with no advance Notice period.

18 Terminating the Contract when something has gone wrong

18.1 Either of us may terminate the Contract in whole or in part or an affected Service straightaway by giving the other party Notice to terminate if:

- 18.1.1 the other party materially breaches the Contract and, where it is possible, they do not

put the situation right within 30 days after Notice of their breach;

18.1.2 the other materially breaches the Contract and the situation cannot be put right; or

18.1.3 an Insolvency Event applies to the other, and we will each have to pay the other the amounts referred to in Clause 21.

19 Terminating the Contract if there is an event beyond either of our control

19.1 If a Force Majeure Event means a Service is completely and continuously unavailable for more than 30 consecutive calendar days, either of us may terminate a Service straightaway by giving the other Notice, as long as the Force Majeure Event is still having an effect when the Notice is received, and we will each have to pay the other the amounts referred to in Clause 21.

19.2 If the Force Majeure Event has ceased before any Notice to terminate is received by one of us, the right set out in Clause 19.1 will end and the Notice will have no effect.

20 What happens when the Contract is terminated

If the Contract, a Service or any Order is cancelled, terminated or expires, for any reason, it will not affect any rights that either of us have up to that point.

21 What we both need to pay when the Contract is terminated

21.1 If:

- 21.1.1 the Contract, any Service or any Order is cancelled, terminated or expires for any reason, including termination under Clause 19.1, each of us will immediately pay the other any money and interest that is due on the date of termination;
- 21.1.2 the Contract, in whole or in part, or any affected Service is terminated in accordance with Clause 18.1.3, the party terminating may alternatively set off any amounts due under this Contract or any other contract between the parties.

21.2 If you terminate the Contract in whole or in part or any Service using your rights set out in Clause 17, you will pay BT:

- 21.2.1 the Termination Charges; and
- 21.2.2 all Charges for Services that are or would have been performed during the Notice period set out in Clause 17.2, whether or not the Notice period is actually given.

21.3 In addition to other rights and remedies, If BT terminates the Service or Contract under Clause 18.1 or Clause 18.2, BT may charge you the Termination Charges applicable to the relevant Service.

21.4 You acknowledge that any Termination Charges are proportionate given the early termination of the Service or Contract before the end of the applicable Minimum Term and having regard to the overall commercial interests of the parties, and that the Termination Charges do not represent a penalty.

If Something Goes Wrong

22 How far each of us can be held responsible



- 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:
- 22.5.1 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;
 - 22.5.2 refund any Service Credits; or
 - 22.5.3 pay any Termination Charges,
- are in addition to and will not be counted towards the limitations set out in Clause 22.4 and will not be subject to the exclusions at Clause 22.3.
- 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.
- 22.8 If BT fails to meet a Service Level and this means that you are entitled to Service Credits, the only remedy available to you for that failure will be to receive those Service Credits, except when BT's failure amounts to material breach of the Contract, in which case, BT will take the value of any Service Credits given from any amount agreed as payable by BT in accordance with Clause 24 or awarded by a court of competent jurisdiction.
- 22.9 BT recommends that you obtain business continuity (or other) insurance that is appropriate for the nature of your business, just in case something goes wrong.
- 22.10 Provided BT has complied with its obligation set out in Clause 5.1.6, BT will not be held responsible for any loss or damage caused by unauthorised access to any part of the BT Network.
- ### 23 Force Majeure Events
- 23.1 If there is a Force Majeure Event the party whose performance is affected by the Force Majeure Event will:
- 23.1.1 take all reasonable steps to find a solution by which the Contract may be performed despite the continuance of the Force Majeure Event;
 - 23.1.2 inform the other party as soon as it reasonably can on the nature and extent of the Force Majeure Event affecting the Service and the reasonable steps which are being taken to find a solution by which the Contract may be performed despite the continuance of the Force Majeure Event;
 - 23.1.3 not be liable for failing to do something they should have done, or for not doing it completely or on time to the extent this is caused by the Force Majeure Event;
 - 23.1.4 get a reasonable amount of extra time to perform the obligation that is affected by the Force Majeure Event; and
 - 23.1.5 still be liable for any breaches of Contract prior to the Force Majeure Event where the other party has used their rights set out in Clause 18.
- 23.2 Nothing in this Clause 23 affects your obligation to pay BT any amounts payable under the Contract on time and in the way described in Clause 9.5.
- ### 24 Settling disputes
- 24.1 We will both do what we reasonably can to settle any dispute or Claim that occurs under or in relation to this Contract, and to avoid having to get the courts or regulatory authorities involved.



- 24.2 We will both use the following dispute resolution process:
- 24.2.1 whichever of us is affected will provide Notice of the complaint that clearly sets out the full facts and includes relevant supporting documents;
 - 24.2.2 we will both use reasonable endeavours to settle the dispute within 14 days of getting the complaint and will make sure to give regular updates to the other during the 14 days;
 - 24.2.3 if the dispute is not settled after 14 days (or any other period agreed by both of us in writing), the dispute can be escalated to a senior executive of either of us (someone at vice president level or above); and
 - 24.2.4 if the dispute is still not settled 14 days after it is escalated, we will both consider mediation as set out in Clause 24.3.
- 24.3 After complying with Clause 24.2, either of us may, by giving Notice to the other, propose a mediator, in which case:
- 24.3.1 unless we both agree to another date, the other party will either confirm their acceptance of the mediator or propose another mediator within 15 days of the date of the Notice;
 - 24.3.2 if both of us cannot agree on the choice of mediator within a further 15 days, the mediator will be appointed by the London Court of International Arbitration or an equivalent independent body;
 - 24.3.3 unless we both agree otherwise, any mediation will happen in London, in English; and
 - 24.3.4 unless we both agree otherwise, we will both share the costs of mediation equally.
- 24.4 Nothing in this Clause 24 stops either of us:
- 24.4.1 seeking interlocutory or other immediate relief if one of us is at risk of imminent harm, unless something in the Contract already provides an adequate remedy;
 - 24.4.2 going to a court of competent jurisdiction if either of us considers it reasonable; or
 - 24.4.3 doing anything else this Contract lets us do.

Everything Else

25 Sending Notices under the Contract

- 25.1 If one of us needs to give the other Notice, they will do it in writing, in English and:
- 25.1.1 send it by email;
 - 25.1.2 deliver it by hand; or
 - 25.1.3 send it by pre-paid post, recorded delivery or courier.
- 25.2 Notices need to be sent to:
- 25.2.1 BT, at the postal address shown on the invoice or any other address that BT tells you to send Notices to; or
 - 25.2.2 you, at the address that you ask BT to send invoices to, the address of the Site, your primary email address, or, if you are a limited company, your registered office address as of the date of the Notice or any other address or email address you tell BT to use by giving Notice to BT.
- 25.3 If either of our contact details change, we will both tell the other straightaway by giving Notice.

- 25.4 The recipient is deemed to have received the Notice on the date (or if the date is not a Business Day, then on the next Business Day):
- 25.4.1 of transmission, if it is an email;
 - 25.4.2 the Notice is left at the address or someone signs for it on behalf of the addressee, if it is delivered by hand or sent by courier; or
 - 25.4.3 three days after posting, if it is sent by pre-paid post or recorded delivery.

26 Transferring to another party

- 26.1 Either of us may assign the benefit of the Contract to an Affiliate by giving the other Notice, but if either of us chooses to assign the benefit of the Contract to an entity that is not an Affiliate, they need to get the other's permission in writing beforehand.
- 26.2 BT may subcontract any of BT's responsibilities under the Contract to another entity, including to a BT Affiliate, but if it does, it will still be responsible to you under the Contract.
- 26.3 If BT subcontracts the performance of any of BT's rights or obligations to a BT Affiliate as described in Clause 26.2, you will, once you receive Notice from BT, deal directly with the BT Affiliate for ordering, provisioning or maintaining the Services.
- 26.4 By giving you Notice, BT can novate the Contract, a Service or an Order to a BT Affiliate. If BT does, all BT's rights, responsibilities and liabilities will transfer to the BT Affiliate and you will need to deal with the BT Affiliate instead of BT as BT will no longer be a party to the Contract in relation to the relevant Service.
- 26.5 We both agree that where the Service is delivered outside of the UK, either of us, or an Affiliate of either of us, may enter into a separate contract with an Affiliate of the other, which will incorporate these General Terms and the relevant Schedules ("**Affiliate Contract**").
- 26.6 Either of us can assign or transfer our right to collect payments, receivables or other assets arising as a result of the Contract.

27 Third parties' rights

A person who is not a party to the Contract will not have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract, even if a term seems to give the party a particular benefit.

28 No partnership or agency arrangement

Unless a Clause in the Contract says something different, the Contract does not:

- 28.1 set up any partnership, exclusive arrangement or joint venture between us;
- 28.2 make one of us the agent of the other; or
- 28.3 authorise either of us to enter any commitments for, or on the behalf of, the other.

29 No waiver

If either of us does not do, or delays doing, something that this Contract allows, they will not have waived their right to do it, unless the Contract says something different.

30 What happens if part of the Contract is illegal, invalid or unenforceable

- 30.1 If any court of competent jurisdiction finds that any part of the Contract is illegal, invalid or unenforceable, that



part will be considered removed, but no other part of the Contract will be affected.

- 30.2 If any illegal, invalid or unenforceable part of the Contract would be legal, valid or enforceable if part of it were removed, we both will negotiate in good faith to change the Contract so it reflects what we both originally intended as much as possible.

31 Making changes to the Contract

- 31.1 Unless a Schedule says something different, changes to the Contract will only be effective if they are in writing and are signed by both of us.
- 31.2 Neither of us needs the consent of any Affiliate to vary or terminate the Contract. Any termination of the Contract will not terminate any individual Affiliate Contracts.

32 After the Contract ends

At the end of the Contract, provisions in the Contract that we both expect to remain in place after it ends will stay in place.

33 The Contract stands on its own

- 33.1 The Contract sets out the whole agreement between both of us and replaces any previous communication between us.
- 33.2 Your own standard terms are not part of the Contract even if you provided them to BT before signing the Contract, or if you send them to BT or refer to them in an Order.
- 33.3 By agreeing the Contract, each of us acknowledges they have not relied on any representation, warranty, collateral contract or other assurance (made negligently or innocently) except for the ones in the Contract. Each of us also waives all rights and legal remedies they might have had if it were not for this Clause 33.

34 Choice of law and courts

- 34.1 The laws of England and Wales will apply to the Contract and any disputes or Claims in connection with it or our relationship, including non-contractual ones.
- 34.2 Only the courts of England and Wales will be able to rule on any disputes or Claims in connection with the Contract or our relationship, including non-contractual ones.
- 34.3 The parties to an Affiliate Contract may agree that a local court of competent jurisdiction will have jurisdiction in relation to that Affiliate Contract.

35 Counterparts

The Contract can be signed on one or more copies. Any single counterpart, or a set of counterparts signed, in either case, by both of us will constitute a full original of the Contract for all purposes.

Defined Terms

"Acceptable Use Policy" means specific rules that you have to follow when using the Services. You can find the policy at <https://www.bt.com/products/static/terms/business-homepage.html> (or any other online address that BT may advise you).

"Affiliate" means any entity that directly or indirectly controls or is controlled by either one of us, or is jointly controlled with either you or BT.

"Affiliate Contract" has the meaning given in Clause 26.5.

"Annex" means any annex to a Schedule that describes a Service or sets out specific terms that apply to it.

"Applicable Law" means the laws of England and Wales and any laws and regulations, as may be amended from time to time, that apply to the provision or receipt of a Service, including:

- (a) anti-corruption laws set out in the Bribery Act 2010 and the Foreign Corrupt Practices Act of 1977 of the United States of America; and
- (b) all applicable export laws and regulations, including those of the United States of America.

"BT" means British Telecommunications plc of 1 Braham Street, London E1 8EE, registered in England with company number 1800000.

"BT Equipment" means any equipment and any related Software that BT owns or that is licensed to BT and that BT uses to provide the Services.

"BT Group" means BT Group plc and its Affiliates.

"BT Network" means the communications network owned or leased by BT and used to provide a Service.

"BT Price List" means the document containing a list of BT's charges and terms that can be accessed at: www.bt.com/pricing (or any other online address that BT may advise you).

"BT Privacy Policy" means the policy that BT has implemented and may update from time to time on how it Processes Personal Data and that is set out at: <https://business.bt.com/privacy-policy/>

"Business Day" means any day generally seen locally in the place where a Service is provided as a working day and excluding national, public and bank holidays. If one of us is supposed to do something on a day that is not a Business Day, then they will need to do it on the next Business Day.

"Cancellation Charges" means any compensatory charges payable by you to BT on cancellation of an Order in accordance with Clause 16 and as set out in a Schedule.

"Charges" means the fees and charges that you pay in relation to Service as set out in the Schedule.

"Claim" means any legal claims, actions or proceedings against one of us, whether threatened or actual, whether by a third party or the other party to this Contract.

"Compliance Obligations" mean those provisions, obligations and rights set out in the document that can be found at <https://www.bt.com/products/static/terms/business-homepage.html> (or any other online address that BT may advise you).

"Confidential Information" means confidential information either of us (or each of our officers, employees, agents, subcontractors, suppliers, advisers or Affiliates) gives the other after the date of the Contract, no matter how it is recorded, stored or disclosed and includes:

- (a) the Contract;
- (b) information about technical or commercial know-how, specifications, inventions, processes or initiatives; or
- (c) any information a reasonable business person would see as confidential about:
 - (i) the business, affairs, customers, clients, subcontractors, suppliers, plans or strategy of either of us or our Affiliates; and
 - (ii) the operations, processes, product information, know-how, designs, trade secrets or software of either of us or our Affiliates,

but it does not include:

- (a) information that is available to the public, or becomes available, unless it is because one of us breaches the Contract;
- (b) information that was already available to the receiving party on a non-confidential basis;



- (c) information we both agree in writing is not confidential information; or
- (d) information that was developed by or for the receiving party independently of the confidential information.

"Contract" means the agreement between you and BT that is made up of these General Terms, the Schedules, any Annexes, the Orders, and if applicable to any Service, the BT Price List.

"Credit Agency" means Experian, Equifax and Callcredit.

"Customer" means the party BT contracts with to provide the Service to.

"Customer Committed Date" means the date provided by BT on which delivery of the Service (or each part of the Service, including to each Site) is due to start.

"Customer Contact" means any individuals authorised to act on your behalf for Service management matters.

"Customer Personal Data" means only the proportion of Personal Data where you are the Controller and that BT needs to Process on your behalf as a Processor in providing the Services to you under the Contract.

"Data Protection Legislation" means any laws, regulations, and binding guidance as may be amended from time to time in relation to the protection of Personal Data and individuals' privacy that apply as a result of the provision or receipt of a Service including but not limited to the GDPR.

"Effective Date" has the meaning given to it on the cover sheet of this Contract, or, if there is no cover sheet, the Order.

"Force Majeure Event" means any event that neither of us can control and that stops or delays either of us from doing something, including:

- (a) natural event including a flood, a storm, lightning, a drought, an earthquake or seismic activity;
- (b) an epidemic or a pandemic;
- (c) a terrorist attack, civil war, civil commotion or riots, war, the threat of war, preparation for war, an armed conflict, an imposition of sanctions, an embargo or a breaking-off of diplomatic relations;
- (d) any law made or any action taken by a government or public authority, including not granting or revoking a licence or a consent;
- (e) collapsing buildings, a fire, explosion or accident; or
- (f) any labour or trade dispute, a strike, industrial action or lockouts.

"GDPR" means the General Data Protection Regulation (EU) 2016/679 ("EU GDPR") and any amendment or replacement to it, (including any corresponding or equivalent national law or regulation that implements the GDPR) and the UK GDPR, as applicable to the processing.

"General Terms" means these terms.

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

"Insolvency Event" means any of the following events that occurs where one of us:

- (a) becomes the subject of a bankruptcy order;
- (b) becomes insolvent;
- (c) makes any arrangement or composition with its creditors, or assignment for the benefit of its creditors;
- (d) goes into voluntary or compulsory liquidation, except for reconstruction or amalgamation purposes;
- (e) stops trading or operating;
- (f) owns any assets that are material to the operations of all or substantially all of its business that are seized or have a receiver or administrator appointed over them; or

- (g) faces any of these situations because a notice is given, a petition is issued, a resolution is passed, or any other step is taken in their jurisdiction.

"Intellectual Property Rights" means any trademark, service mark, trade and business name, patent, petty patent, copyright, database right, design right, community design right, semiconductor topography right, registered design, right in Confidential Information, internet domain name, moral right and know-how, or any similar right in any part of the world. Any applications for registering any of these rights that can be registered in any part of the world are also included.

"Maintenance" means any work on the BT Network or Services, including to maintain, repair or improve the performance of the BT Network or Services.

"Master Order" means an Order that accompanies a Schedule for a new Service and contains the Parties agreement on Charges, rate card (where applicable) and any other relevant commercial information related to the Service referred to in the Master Order.

"Minimum Term" means the minimum period for which you commit to receive the Service and pay the Charges as specified in the Schedule or any Order. The Minimum Term may also be referred to as a Fixed Commitment Period, Minimum Period of Service, Minimum Period, Subscription Term or other term referring to a commitment period in the Schedule.

"Notice" means any notice to be given by one of us to the other under the Contract in accordance with Clause 25.

"Open Source Software" means software BT has distributed to you that is licensed under a separate open source licence.

"Order" means an order or part of an Order given by you and accepted by BT under this Contract for one or more Services. The Order may be a Master Order or a Supplemental Order.

"Purchased Equipment" means any equipment, including any Software, that BT sells or licenses to you.

"Schedule" means any schedule that describes a Service and sets out the specific terms that apply to it, and includes any Annexes for that Service except for the purposes of Clause 2.

"Service" means any service that BT provides under the Contract. If relevant, it includes a service for a particular Site, or a part or component of a Service and may also include content that BT has provided to you as well as Purchased Equipment.

"Service Credit" means any remedy for failure by BT to meet a Service Level as set out in a Schedule.

"Service Level" means the agreed minimum level of performance BT will provide for a Service.

"Service Start Date" means the date BT first makes a Service available to you.

"Site" means any place identified in a Schedule or Order from or to which BT provides a Service.

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

"Sub-Processor" means a BT Affiliate or BT's supplier or subcontractor that BT engages to Process Customer Personal Data for the purposes of the Contract.

"Supplemental Order" means an Order to be agreed for any move, add and change to existing Services under an existing Master Order.

"Termination Charges" means any charges payable by you to BT on termination of the Service or the Contract in whole or in part during the Minimum Term.

"Transaction Taxes" mean value added tax (VAT), goods and services tax (GST), sales, consumption, use or other similar taxes, customs duties, excise taxes, and regulatory and other fees or surcharges relating to the provision of the Services.



"**User**" means any person you allow to use any Service.

"**UK GDPR**" means the GDPR as applicable as part of UK domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (as amended), as amended or replaced.

"**Withholding Tax**" means any tax, deduction, levy or similar payment obligation that is required to be deducted or withheld from a payment under Applicable Law.



Virtual Firewall Public Cloud Service 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 Virtual Firewall Public Cloud Service

1 Service Summary

BT will provide you with a remotely managed service capability that will deliver, manage and orchestrate a variety of firewall services through a software platform hosted on your Public Cloud Infrastructure, comprising of:

- 1.1 the Standard Service Components; and
- 1.2 any of the Service Options as set out in any applicable Order, up to the point of the Service Management Boundary as set out in Paragraph 4 ("**Virtual Firewall Public Cloud Service**").

2 Standard Service Components

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

2.1 Virtual Firewall Application

BT will:

- 2.1.1 provide the Virtual Firewall within your Public Cloud Infrastructure, which will be installed and base configured by you or whichever party manages your Public Cloud Infrastructure on your behalf. BT will then gain access once it is running to complete the configuration and ensure that traffic is passing through the Virtual Firewall from your Public Cloud Infrastructure;
- 2.1.2 provide management and support by:
 - (a) monitoring the Virtual Firewall;
 - (b) diagnosing and resolving failures on the Virtual Firewall; and
- 2.1.3 provide service performance reports via the BT Portal.

3 Service Options

BT will provide you with any of the following options ("**Service Options**") that are set out in any applicable Order and in accordance with the details set out in that Order:

3.1 VPN

- 3.1.1 BT will set up and configure the following types of VPN in accordance with BT's prevailing technical standards:
 - (a) Site-to-Site VPNs between two Virtual Firewalls which are both managed by BT;
 - (b) remote access VPNs, for remote Users to gain secure access to your internal network. BT will implement your rules to authenticate the User's access against your authentication server; and
 - (c) third party (extranet) VPNs, for creating a site-to-site VPN between your Virtual Firewall managed by BT, and a Virtual Firewall owned or managed by you or a third party. BT will only deliver VPNs to firewalls managed by a third party after the Service Start Date.

3.2 Firewall URL Filtering and Application Control

3.2.1 BT will:

- (a) block access to the Internet sites that you ask BT to, in accordance with your CSP;
- (b) send an appropriate message to a User attempting to access a blocked or restricted Internet site to advise either:
 - (i) that the User request has been blocked; or
 - (ii) that the User will first confirm acceptance of your acceptable use policy (or similar warning) and upon acceptance by the User, the page will be delivered; and
- (c) implement any alterations, via the standard configuration management process, in the event of any change in your CSP.

3.2.2 This Service Option does not include reporting as standard. Reporting may be available in accordance with Paragraph 3.8.

3.3 Firewall Anti-Virus

3.3.1 BT will:

- (a) check web browser (http) traffic for known malware;
- (b) inspect requests from Users for an executable file from a site on the Internet, against the current antivirus definition file set out in the applicable intrusion signature files. If no virus is detected, the file will be passed to the User. If a virus is detected the file will be blocked and deleted; and
- (c) keep antivirus definition files up to date by regular downloads direct from the Firewall sSupplier.

3.3.2 This Service Option does not include reporting as standard. Reporting may be available in accordance with Paragraph 3.8.

3.4 Firewall Anti-Bot

3.4.1 BT will check and block outbound traffic for communication with known command and control servers used by owners of malicious software.

3.5 Firewall Intrusion Detection and Prevention Service

3.5.1 BT will:

- (a) monitor traffic passing through your Security Appliance for attacks, in accordance with the applicable intrusion signature files;
- (b) implement this Service Option with a default configuration setting, as defined by the Firewall Supplier of the Software used to deliver the IPS;
- (c) maintain a subscription to the necessary signature updates, and arrange their application when issued by the Firewall Supplier. BT will not be responsible for evaluating these signatures beforehand ("IPS").

3.5.2 BT will advise you how the IPS that you have selected operates with regard to alerting or IPS specific reporting.

3.5.3 If BT agrees to a request from you to alter the parameters for applying new signatures in "block" mode, to give a greater or lower sensitivity to attacks, you certify that you are aware of the increased risk of false positives (blocks to legitimate traffic) or the increased risk of attacks being missed.

3.5.4 If the SSL/TLS Inspection is selected, BT will scan SSL Encrypted Traffic in the same way that non-encrypted traffic can be scanned, provided your CSP permits such scanning.

3.6 SSL/TLS Inspection

3.6.1 BT will intercept and decrypt SSL Encrypted Traffic in order to carry out inspection in accordance with the CSP. Once the traffic has been inspected, it will be re-encrypted and relayed to its original destination (if permitted by the CSP) ("SSL/TLS Inspection").

3.6.2 BT will not intercept and decrypt SSL Encrypted Traffic for every category of web content due to a high possibility of issues between associated applications and certain websites.

3.7 Ad Hoc Professional Services

3.7.1 BT will provide ad hoc technical support, chargeable per day, as set out in the applicable Order.

3.7.2 Professional Services are delivered remotely unless otherwise set out in the applicable Order.

3.8 Security Event Reporting

3.8.1 BT will provide reporting facilities, either on-line or on a server hosted on your Site, which allows analysis of security-related events.

3.8.2 If this Service Option is delivered via a shared reporting platform, BT will configure the platform such that you are only provided with access to your reports. This may mean that some of the platform's functionality is restricted to preserve the confidentiality of all customers using that platform.

3.8.3 The period over which data can be analysed is dependent on the capacity of the reporting platform or the space allocated on the reporting platform.

3.9 Eagle-I Enhanced Firewall Service

3.9.1 BT shall provide you with the Eagle-I Enhanced Firewall Service, subject to the requirements set out below.

- (a) Existing Blocklist Enhancement
 - (i) Subject to BT confirming that your Security Appliance is suitable for use with the Eagle-I Enhanced Firewall Service, BT will use its Eagle-I Platform to identify any unique malicious

- Ips and/or URLs to supplement your Security Appliance's existing blocklist of malicious Ips and/or URLs ("**Indicators of Compromise**" or "**IOCs**".)
- (ii) Upon confirming the suitability of your Security Appliance, BT will add new IOCs to the BT Blocklist for consumption by your Security Appliance ("**Existing Blocklist Enhancement**".)
- (b) Automated IOC Blocking
- (i) Subject to BT confirming the technical feasibility of applying Automated IOC Blocking to your Security Appliance, as part of its remote service management of your Security Appliance, BT shall automatically implement changes to your Security Appliance so that it will block IOCs propagated from the BT Blocklist ("**Automated IOC Blocking**").
 - (ii) For the avoidance of doubt, when the Eagle-I Enhanced Firewall service is specified, subject to the requirements of technical feasibility (as outlined above at Paragraph 3.9.1(b)(i)), BT shall implement Automated IOC Blocking. By specifying the Eagle-I Enhanced Firewall Service, you hereby consent to BT implementing Automated IOC Blocking in respect of your Security Appliance.
 - (iii) BT shall not be responsible for any wider impact of any Automated IOC Blocking, including but not limited to any impact from the Automated IOC Blocking on Customer Equipment, or on your wider Network.

4 Service Management Boundary

- 4.1 BT will provide and manage the Virtual Firewall Public Cloud Service as set out in Parts A, B and C of this Schedule ("**Service Management Boundary**").
- 4.2 BT will have no responsibility for the Virtual Firewall Public Cloud Service outside the Service Management Boundary, including:
 - 4.2.1 issues on end Users' machines or your servers (e.g. operating system, coding languages and security settings);
 - 4.2.2 end to end network connectivity (e.g. your network or Internet connectivity);
 - 4.2.3 managing identities of Users; and/or
 - 4.2.4 your Public Cloud Infrastructure.
- 4.3 BT will not have access to, and will not manage, your Public Cloud Infrastructure as part of this Virtual Firewall Public Cloud Service.
- 4.4 BT does not make any representations, whether express or implied, about whether the Virtual Firewall Public Cloud Service will operate in combination with any Customer Equipment or other equipment and software.
- 4.5 BT does not make any representations or warranties, whether express or implied, as to any outcomes of Automated IOC Blocking undertaken as part of the Eagle-I Enhanced Firewall Service Option, including but not limited to any reduction in security incidents or to the threat impact on any Customer Equipment or your wider Network.

5 Associated Services

- 5.1 You will have the following services in place that will connect to the Virtual Firewall Public Cloud Service and are necessary for the Virtual Firewall Public Cloud Service to function and will ensure that these services meet the minimum technical requirements that BT specifies:
 - 5.1.1 Internet circuit with a static WAN IP Address; and
 - 5.1.2 public cloud native load balancer (if a high availability pair of virtual firewalls are required), (each an "**Enabling Service**").
- 5.2 If BT provides you with any services other than the Virtual Firewall Public Cloud Service (including, but not limited to any Enabling Service) this Schedule will not apply to those services and those services will be governed by their separate terms.

6 Specific Terms

- 6.1 **Minimum Period of Service and Renewal Periods**
 - 6.1.1 Unless one of us gives Notice to the other of an intention to terminate the Virtual Firewall Public Cloud Service at least 90 days before the end of the Minimum Period of Service or a Renewal Period, at the end of the Minimum Period of Service or Renewal Period the Virtual Firewall Public Cloud Service will automatically extend for a Renewal Period and:
 - (a) BT will continue to provide the Virtual Firewall Public Cloud Service;

- (b) the Charges applicable during the Minimum Period of Service may cease to apply and BT may propose changes to the Charges in accordance with Paragraph 6.1.2. If BT proposes changes to the Charges, BT will invoice you the Charges agreed in accordance with Paragraph 6.1.3 from the beginning of the following Renewal Period; and
 - (c) both of us will continue to perform each of our obligations in accordance with the Contract.
- 6.1.2 BT may propose changes to this Schedule or the Charges (or both) by giving you Notice at least 90 days prior to the end of the Minimum Period of Service and each Renewal Period ("**Notice to Amend**").
- 6.1.3 Within 30 days of any Notice to Amend, you will provide BT Notice:
- (a) agreeing to the changes BT proposed, in which case those changes will apply from the beginning of the following Renewal Period; or
 - (b) terminating the Contract at the end of the Minimum Period of Service or Renewal Period, as applicable.
- 6.1.4 If either of us gives Notice to the other of an intention to terminate the Virtual Firewall Public Cloud Service in accordance with Paragraph 6.1.1 or Paragraph 6.1.3, BT will cease delivering the Virtual Firewall Public Cloud Service at 23.59 on the last day of the Minimum Period of Service or subsequent Renewal Period as applicable.

6.2 Termination for Convenience

For the purposes of Clause 17 of the General Terms, either of us may, at any time after the end of the Minimum Period of Service and without cause, terminate the Virtual Firewall Public Cloud Service or any Order by giving 90 days' Notice to the other.

6.3 Customer Committed Date

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

6.4 Changes to your CSP

- 6.4.1 BT will apply the following "reasonable use" restrictions ("Reasonable Use Policy") for changes to the CSP(s):
- (a) you will not raise Standard Change requests more frequently than:
 - (i) six per month per Security Appliance in respect of Foundation;
 - (ii) eight per month per Security Appliance in respect of Foundation Plus; and
 - (iii) 10 per month per Security Appliance in respect of Premium;
 - (b) you will not raise Urgent Change requests more frequently than:
 - (i) one per month per Security Appliance in respect of Foundation;
 - (ii) two per month per Security Appliance in respect of Foundation Plus; and
 - (iii) three per month per Security Appliance in respect of Premium;
 - (c) where BT's measurements show that change requests are being raised more frequently than as set out in Paragraphs 6.4.1(a) and 6.4.1(b), BT may, either:
 - (i) aggregate your requests over a period of time, so that they may be implemented more efficiently. In this event there may be some implementation delays; or
 - (ii) review your requirements and agree with you an appropriate alternative implementation process and any associated charges.]
- 6.4.2 You may request changes to your CSP in relation to the rule-sets that define the Virtual Firewall Public Cloud Service operation, either via the BT Portal or the Service Desk.
- 6.4.3 BT will use reasonable endeavours to identify errors or potential unforeseen consequences of your requested CSP changes and advise you appropriately.
- 6.4.4 BT will not be liable for any consequences arising from:
- (a) your misspecification of your security requirements in your CSP; or
 - (b) unforeseen consequences of a correctly specified and correctly implemented CSP.
- 6.4.5 BT will apply the following "**reasonable use**" restrictions for changes to your CSP:
- (a) you will not raise change requests more frequently than once a week. This will be measured by BT as an average over a rolling period of three months, per CSP. In the event that BT's measurements show that you are raising change requests more frequently than once per week, BT may, either:

- (i) aggregate your requests over a period of time, so that they may be implemented more efficiently. In this event there may be some implementation delays; or
- (ii) review your requirements and agree with you an appropriate alternative implementation process and any associated Charges.

6.5 Invoicing

- 6.5.1 Unless set out otherwise in any applicable Order, BT will invoice you for the following Charges in the amounts set out in any applicable Order:
- (a) Recurring Charges, monthly in advance on the first day of the relevant month and for any period where the Virtual Firewall Public Cloud Service is provided for less than one month, the Recurring Charges will be calculated on a daily basis; and
 - (b) Professional Services Charges.
- 6.5.2 BT may invoice you for any of the following Charges in addition to those set out in any applicable Order:
- (a) Charges for investigating Incidents that you report to BT where BT finds no Incident or that the Incident is caused by something for which BT is not responsible under the Contract;
 - (b) Charges for commissioning the Virtual Firewall Public Cloud Service in accordance with Paragraph 7.2 below, outside of Business Hours;
 - (c) Charges for expediting provision of the Virtual Firewall Public Cloud Service at your request after BT has informed you of the Customer Committed Date;
 - (d) reasonable expenses incurred by BT in providing configuration information in accordance with Paragraph 7.4.2 below;
 - (e) Charges for the upgrade of the Virtual Firewall if required by you, unless the upgrade is operationally necessary to enable BT to continue to provide the Virtual Firewall Public Cloud Service. This does not apply to patching of applications or changes to your CSP. Any upgrade that is required as a result of capacity issues arising as a consequence of an increase in traffic or activation of new features will be charged to you;
 - (f) Charges incurred due to inaccuracies in information provided by you to BT, including the requirements of your CSP;
 - (g) Charges for restoring Service if the Service has been suspended in accordance with Clause 10.1.2 of the General Terms;
 - (h) any Termination Charges incurred in accordance with Paragraph 6.6 below, upon termination of the relevant Virtual Firewall Public Cloud Service; and
 - (i) any other Charges as set out in any applicable Order or the BT Portal or as otherwise agreed between both of us.

6.6 Termination Charges

- 6.6.1 If you terminate the Contract or the Virtual Firewall Public Cloud Service for convenience in accordance with Clause 17 of the General Terms you will pay BT:
- (a) all outstanding Charges or payments due and payable under the Contract;
 - (b) any other Charges as set out in any applicable Order; and
 - (c) any charges reasonably incurred by BT from any supplier (including Firewall Supplier) as a result of early termination.
- 6.6.2 In addition to the Charges set out at Paragraph 6.6.1 above, if you terminate during the Minimum Period of Service or any Renewal Period, you will pay BT:
- (a) for any parts of the Virtual Firewall Public Cloud Service that were terminated during the Minimum Period of Service or Renewal Period, Termination Charges, as compensation, equal to:
 - (i) 100 per cent of the Recurring Charges for any remaining months of the first 12 months of the Minimum Period of Service or Renewal Period; and
 - (ii) 20 per cent of the Recurring Charges for the remaining months, other than the first 12 months of the Minimum Period of Service or Renewal Period; and
 - (b) for any parts of the Virtual Firewall Public Cloud Service that were terminated after the first 12 months of the Minimum Period of Service, Termination Charges, as compensation, equal to 20 per cent of the Recurring Charges for any remaining months of the Minimum Period of Service.
- 6.6.3 If you terminate the Virtual Firewall Public Cloud Service the Termination Charges set out in Paragraph 6.6.2 will be calculated on the Recurring Charges after any discount has been applied.
- 6.6.4 BT will refund to you any remaining balance which you have paid in advance, after deducting any Charges or other payments due to BT under the Contract. This refund will also be subject to adjustments for any discounts that have been received due to the advance payment.

6.7 Service Constraints

- 6.7.1 BT does not warrant that:
 - (a) the Virtual Firewall Public Cloud Service is error free;
 - (b) the Virtual Firewall Public Cloud Service will detect all security or malicious code threats; or
 - (c) use of the Virtual Firewall Public Cloud Service will keep your network or computer systems free from all viruses or other malicious or unwanted Content or safe from intrusions or other security breaches.
- 6.7.2 You will be responsible for results obtained from the use of the Virtual Firewall Public Cloud Service, and for conclusions drawn from such use.
- 6.7.3 BT will not be liable for any damage or Claims caused by errors or omissions in any information, instructions or scripts provided to BT by you in connection with the Virtual Firewall Public Cloud Service, or any actions taken by BT at your direction.
- 6.7.4 The Virtual Firewall Public Cloud Service may not be available in all locations.
- 6.7.5 Some Service Options may not be available on all Virtual Firewalls.
- 6.7.6 BT will not be liable if BT is unable to deliver the Virtual Firewall Public Cloud Service because of a lack of network capacity on your selected Virtual Firewalls.
- 6.7.7 BT will not pro-actively view your reports and events for security vulnerabilities.
- 6.7.8 The period over which data can be analysed is dependent on the number of events occurring on the Virtual Firewall and logged by the Virtual Firewall.

Part B – Service Delivery and Management

7 BT's Obligations

7.1 Service Delivery

Before the Service Start Date and, where applicable, throughout the provision of the Virtual Firewall Public Cloud Service, BT will provide you with contact details for the Service Desk.

7.2 Commissioning of the Service

Before the Service Start Date, BT will:

- 7.2.1 configure the Virtual Firewall Public Cloud Service;
- 7.2.2 conduct a series of standard tests on the Virtual Firewall Public Cloud Service to ensure that it is configured correctly; and
- 7.2.3 on the date that BT has completed the activities in this Paragraph 7.2, confirm to you that the Virtual Firewall Public Cloud Service is available for performance of any Acceptance Tests in accordance with Paragraph 8.2 below.

7.3 During Operation

On and from the Service Start Date, BT:

- 7.3.1 will respond and use reasonable endeavours to remedy an Incident without undue delay and in accordance with the Service Levels in Part C of the Contract if BT detects or if you report an Incident;
- 7.3.2 will, for a period of five consecutive Business Days after the Service Start Date, implement any minor changes or corrections to your CSP that may be necessary for the operation of the Virtual Firewall Public Cloud Service. BT will implement such changes as soon as reasonably practicable;
- 7.3.3 will maintain the BT Portal to provide you with access to reports and to place CSP change requests in accordance with Paragraph 6.4 above;
- 7.3.4 may carry out Maintenance from time to time and will use reasonable endeavours to inform you at least five Business Days before any Planned Maintenance on the Virtual Firewall Public Cloud Service, however, BT may inform you with less notice than normal where Maintenance is required in an emergency;
- 7.3.5 may, in the event of a security breach affecting the Virtual Firewall Public Cloud Service, require you to change any or all of your passwords;
- 7.3.6 will use secure protocols or a secure management link to connect to the Virtual Firewall via the Internet or other agreed network connection, in order to monitor the Virtual Firewall Public Cloud Service proactively and to assist in Incident diagnosis;
- 7.3.7 will continuously monitor your Virtual Firewall for security alerts and regularly poll the Virtual Firewall to check it is operational;
- 7.3.8 will not be liable for any delay in rectifying an Incident with the Virtual Firewall Public Cloud Service, where the Virtual Firewall Public Cloud Service is connected to a non-BT provided Enabling Service and BT is unable to connect to the Virtual Firewall in order to rectify such Incident; and
- 7.3.9 where the Eagle-I Enhanced Firewall Service Option is specified, BT will implement any changes as part of Automated IOC Blocking as quickly as is technically practicable.

7.4 The End of the Service

On termination of the Virtual Firewall Public Cloud Service by either of us, BT will:

- 7.4.1 terminate any rights of access to the BT Portal and stop providing all other elements of the Virtual Firewall Public Cloud Service; and
- 7.4.2 where requested in writing prior to the termination of this Contract, provide, where reasonably practical, information relating to the Virtual Firewall Public Cloud Service in a format that BT reasonably specifies, provided you have, at that time, paid all 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 providing this information.

8 Your Obligations

8.1 Service Delivery

Before the Service Start Date and, where applicable, throughout the provision of the Virtual Firewall Public Cloud Service, you will:

- 8.1.1 provide BT with the WAN IP of the newly installed Virtual Firewall so BT can access and manage the Virtual Firewall;
- 8.1.2 in jurisdictions where an employer is legally required to make a disclosure to its Users and other employees:
 - (a) inform your Users that as part of the Virtual Firewall Public Cloud Service being delivered by BT, BT may monitor and report to you the use of any targeted applications by them;
 - (b) ensure that your Users or other employees have consented or are deemed to have consented to such monitoring and reporting (if such consent is legally required); and
 - (c) agree that BT will not be liable for any failure by you to comply with this Paragraph, and you will be liable to BT for any Claims, losses, costs or liabilities incurred or suffered by BT due to your failure to comply with this Paragraph;
- 8.1.3 manage, and provide BT with, accurate details of your internal IP Address design;
- 8.1.4 modify your network routing to ensure appropriate traffic is directed to the Virtual Firewall;
- 8.1.5 ensure that Virtual Firewalls are able, in accordance with BT's instructions provided to you by BT, to receive updates, such as vulnerability signatures, directly over the Internet, or over an alternative path agreed with BT for that purpose;
- 8.1.6 ensure that your network and all applications conform to relevant industry standards and provide written confirmation to BT upon reasonable request;
- 8.1.7 provide and manage your own end-user VPN software including authentication of Users if you select the VPN Service Option set out in Paragraph 3.1;
- 8.1.8 ensure, unless BT has agreed in writing to do so, that the LAN protocols and applications you use, are compatible with the Virtual Firewall Public Cloud Service;
- 8.1.9 provide your LAN details to BT when requested without undue delay;
- 8.1.10 not misuse the Virtual Firewall Public Cloud Service to contravene or circumvent local laws and regulations; such contravention will be treated as a material breach and BT may:
 - (a) suspend the Virtual Firewall Public Cloud Service and refuse to restore the Virtual Firewall Public Cloud Service until BT receives an acceptable assurance from you that there will be no further contravention or circumvention; or
 - (b) terminate the Virtual Firewall Public Cloud Service upon written Notice;
- 8.1.11 provide BT with any information that is reasonably requested by any regulatory body, legal authority or government entity in any country in connection with the encryption capabilities of the Virtual Firewall Public Cloud Service;
- 8.1.12 obtain any local import and User licenses and any necessary written authority from the relevant regulatory bodies to enable BT to provide you with the Virtual Firewall Public Cloud Service;
- 8.1.13 provide BT with any documentation reasonably required in order to deliver the Virtual Firewall Public Cloud Service, including documentation relating to the Enabling Services set out in Paragraph 5.1 above.

8.2 Acceptance Tests

- 8.2.1 You will carry out the Acceptance Tests for the Virtual Firewall Public Cloud Service within five Business Days after receiving Notice from BT in accordance with Paragraph 7.2.3 ("**Acceptance Test Period**").
- 8.2.2 The Virtual Firewall Public Cloud Service is accepted by you if you confirm acceptance in writing during the Acceptance Test Period or is treated as being accepted by you if you do not provide BT with Notice to the contrary by the end of the Acceptance Test Period.
- 8.2.3 Subject to Paragraph 8.2.4, the Service Start Date will be the earlier of the following:
 - (a) the date that you confirm or BT deems acceptance of the Virtual Firewall Public Cloud Service in writing in accordance with Paragraph 8.2.2; or
 - (b) the date of the first day following the Acceptance Test Period.
- 8.2.4 If, during the Acceptance Test Period, you provide BT Notice that the Acceptance Tests have not been passed, BT will remedy the non-conformance without undue delay and provide you Notice that BT has remedied the non-conformance and inform you of the Service Start Date.

8.3 During Operation

On and from the Service Start Date, you will:

- 8.3.1 ensure that Users report Incidents to the Customer Contact and not to the Service Desk;

- 8.3.2 ensure that the Customer Contact will take Incident reports from Users and pass these to the Service Desk using the reporting procedures agreed between both of us, and is available for all subsequent Incident management communications;
- 8.3.3 notify BT of any planned work that may cause an Incident;
- 8.3.4 monitor and maintain any Customer Equipment connected to the Virtual Firewall Public Cloud Service or used in connection with a Virtual Firewall Public Cloud Service including your hardware and Virtual Machine managing software hosting the Virtual Firewall.
- 8.3.5 ensure that any Customer Equipment that is connected to the Virtual Firewall Public Cloud Service or that you use, directly or indirectly, in relation to the Virtual Firewall Public Cloud Service is:
 - (a) adequately protected against viruses and other breaches of security;
 - (b) technically compatible with the Virtual Firewall Public Cloud Service and will not harm or damage BT Equipment, the BT Network, 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;
- 8.3.6 immediately disconnect any Customer Equipment, or advise BT to do so at your expense, where Customer Equipment:
 - (a) does not meet any relevant instructions, standards or Applicable Law; or
 - (b) contains or creates material that is in breach of the Acceptable Use Policy and you are contacted by BT about such material,
 and resolve the issue with the Customer Equipment prior to reconnection to the Virtual Firewall Public Cloud Service;
- 8.3.7 distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the BT Portal;
- 8.3.8 ensure the security and proper use of all valid User access profiles, passwords and other systems administration information used in connection with the BT Portal 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 BT Portal and your Public Cloud Infrastructure;
 - (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 BT Portal if BT requests you to do so in order to ensure the security or integrity of the Virtual Firewall Public Cloud Service.
- 8.3.9 request, if applicable, up to five login/password combinations for access to the BT Portal for use by you or your agents. You may assign one login combination to BT's service support personnel.
- 8.3.10 before reporting an Incident to BT, ensure that any Enabling Service is working correctly;
- 8.3.11 not disclose any information in relation to the performance of the Virtual Firewall Public Cloud Service to any third party without BT's prior written consent; and
- 8.3.12 duplicate and store Content you wish to keep on other devices not connected to the Virtual Firewall Public Cloud Service.

8.4 The End of the Service

On termination of the Virtual Firewall Public Cloud Service by either of us, you will promptly return or delete any Confidential Information that you have received from BT during the term of the Contract.

9 Notification of Incidents

Where you become aware of an Incident:

- 9.1 the Customer Contact will report it to the Service Desk;
- 9.2 BT will give you a Ticket;
- 9.3 BT will inform you when it believes the Incident is cleared and will close the Ticket when:
 - 9.3.1 you confirm that the Incident is cleared within 24 hours after having been informed; or
 - 9.3.2 BT has attempted unsuccessfully to contact you, in the way agreed between both of us in relation to the Incident, and you have not responded within 24 hours following BT's attempt to contact you.

- 9.4 If you confirm 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.
- 9.5 Where BT becomes aware of an Incident, Paragraphs 9.2, 9.3 and 9.4 will apply.
- 9.6 BT will keep you informed throughout the course of the Incident resolution at regular intervals. Updates may be provided by telephone or email.

Part C – Service Levels

10 Service Availability

10.1 Availability Service Level

- 10.1.1 From the Service Start Date, BT will provide the Virtual Firewall Public Cloud Service with a target availability corresponding to the applicable SLA Category for the Virtual Firewall as set out in the applicable Order, as set out in the table in Paragraph 10.2.1 ("**Availability Service Level**")
- 10.1.2 You may request Availability Service Credits for Severity Level 1 Incidents at either:
- the Standard Availability Service Credit Rate, as set out in Paragraph 10.3.4; or
 - as applicable, the Elevated Availability Service Credit Rate, as set out in Paragraph 10.3.5.

10.2 SLA Categories

- 10.2.1 The following table sets out the Availability Annual Targets, the Maximum Annual Availability Downtime, the Maximum Monthly Availability Downtime, the Standard Availability Service Credit Rate, the Elevated Availability Service Credit Rate and the Service Credit Interval for each SLA Category:

SLA Category	Availability Annual Target	Maximum Annual Availability Downtime	Maximum Monthly Availability Downtime	Standard Availability Service Credit Rate	Elevated Availability Service Credit Rate	Service Credit Interval
Cat A++	≥ 99.999%	5 minutes	0 minutes	4%	8%	5 min
Cat A+	≥ 99.99%	1 hour	0 minutes	4%	8%	15 min
Cat A1	≥ 99.97%	3 hours	0 minutes	4%	8%	1 hour
Cat A	≥ 99.95%	4 hours	0 minutes	4%	8%	1 hour
Cat B	≥ 99.90%	8 hours	1 hour	4%	8%	1 hour
Cat C	≥ 99.85%	13 hours	3 hours	4%	4%	1 hour
Cat D	≥ 99.80%	17 hours	5 hours	4%	4%	1 hour
Cat E	≥ 99.70%	26 hours	7 hours	4%	4%	1 hour
Cat F	≥ 99.50%	43 hours	9 hours	4%	4%	1 hour
Cat G	≥ 99.00%	87 hours	11 hours	4%	4%	1 hour
Cat H	≥ 98.00%	175 hours	13 hours	4%	4%	1 hour
Cat I	≥ 97.00%	262 hours	15 hours	4%	4%	1 hour

10.3 Availability Service Credits

- 10.3.1 If a Severity Level 1 Incident occurs, BT will measure the Availability Downtime for the Virtual Firewall(s) starting from when you report or BT gives you notice of a Severity Level 1 Incident, and ending when BT closes the Incident in accordance with Paragraph 9.3 above.
- 10.3.2 BT will measure the Availability Downtime in units of full minutes during the Contracted Maintenance Hours.
- 10.3.3 BT will then calculate the cumulative Availability Downtime for the calendar months in which the Severity Level 1 Incident occurred ("**Cumulative Monthly Availability Downtime**") and for the previous 12 consecutive calendar months (the "**Cumulative Annual Availability Downtime**"), but in the event that the Virtual Firewall has been installed for less than 12 consecutive months, BT will apply an assumed Cumulative Annual Availability Downtime for the previous 12 consecutive months using the Availability Downtime data recorded to date.
- 10.3.4 If the Cumulative Monthly Availability Downtime of the Virtual Firewall Public Cloud Service exceeds the Maximum Monthly Availability Downtime, you may request Availability Service Credits at the Standard Availability Service Credit Rate for each Service Credit Interval above the Maximum Monthly Availability Downtime.
- 10.3.5 If the Cumulative Annual Availability Downtime of the Virtual Firewall Public Cloud Service exceeds the Maximum Annual Availability Downtime, you may request Availability Service Credits for all further Severity Level 1 Incidents at the Elevated Availability Service Credit Rate for each started Service Credit Interval above the Maximum Annual Availability Downtime up to and until the Cumulative Annual Availability Downtime by Service is less than the Maximum Annual Availability Downtime.

10.4 Exceptions

- 10.4.1 The Availability Service Level does not apply to Incidents caused by the unavailability of the Enabling Service.

11 Requests for Service Credits

- 11.1 You may request applicable Service Credits within 28 days of the end of the calendar month in which a Severity Level 1 Incident occurred by providing details of the reason for the claim. Any failure by you to submit a request in accordance with this Paragraph will constitute a waiver of any claim for Service Credits for that calendar month.
- 11.2 Upon receipt of a valid request for Service Credits in accordance with Paragraph 11.1 above:
- 11.2.1 BT will issue you with the applicable Service Credits by deducting those Service Credits from your invoice within two billing cycles of the request being received; and
 - 11.2.2 following expiry or termination of the Contract where no further invoices are due to be issued by BT, BT will pay you the Service Credits in a reasonable period of time.
- 11.3 Service Credits for all Service Levels will be aggregated and are available up to a maximum amount equal to 100 per cent of the monthly Recurring Charge for the affected Virtual Firewall.
- 11.4 All Service Levels and Service Credits will be calculated in accordance with information recorded by, or on behalf of, BT.
- 11.5 The Service Levels under this Schedule will not apply:
- 11.5.1 in the event that Clause 8 or Clause 23 of the General Terms applies;
 - 11.5.2 during any trial period of the Virtual Firewall Public Cloud Service;
 - 11.5.3 to Simple Service Requests; or
 - 11.5.4 to any Incident not reported in accordance with Paragraph 9.

12 CSP Change Request Delivery Time Targets

- 12.1 BT will deliver Urgent and Standard Changes to your CSP in accordance with the table set out in Paragraph 12.2.
- 12.2 The target response times for any Urgent or Standard Changes to your CSP are as follows:

Request	Target Response
Urgent Change	4 Hours
Standard Change	8 Hours

- 12.3 Service Credits will not apply to any CSP change requests.

Part D – Defined Terms

13 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.

"Acceptance Test Period" has the meaning given in Paragraph 8.2.1.

"Acceptance Tests" means those objective tests conducted by you that when passed confirm that you accept the Virtual Firewall Public Cloud Service and that the Virtual Firewall Public Cloud Service is ready for use save for any minor non-conformities that will be resolved as an Incident in accordance with Paragraph 7.3.1.

"Automated IOC Blocking" has the meaning given in Paragraph 3.9.1(b)(i).

"Availability" means the period of time when the Virtual Firewall Public Cloud Service is functioning.

"Availability Annual Target" has the meaning given in the table at Paragraph 10.2.1 for the relevant SLA Category.

"Availability Downtime" means the period of time during which a Severity Level 1 Incident exists as measured by BT in accordance with Paragraph 10.3.1.

"Availability Service Credit" means the Service Credit available for a failure to meet the Availability Service Level, as set out in Paragraphs 10.3

"Availability Service Level" has the meaning given in Paragraph 10.1.

"BT Blocklist" means any IOCs which BT has identified using its Eagle-I Platform.

"BT Network" means the communications network owned or leased by BT.

"BT Portal" means an online web page you can access to view the current status of your Virtual Firewall Public Cloud Service.

"Business Hours" means between the hours of 08.00 and 17.00 in a Business Day.

"Content" means applications, data, information (including emails), video, graphics, sound, music, photographs, software or any other material.

"Contracted Maintenance Hours" means the times during which BT will provide maintenance for the Virtual Firewall Public Cloud Service, which are Business Hours unless set out otherwise in any applicable Order.

"Cumulative Annual Availability Downtime" has the meaning given in Paragraph 10.3.3.

"Cumulative Monthly Availability Downtime" has the meaning given in Paragraph 10.3.3.

"Customer Equipment" means any equipment including any software, other than BT Equipment, used by you in connection with a Virtual Firewall Public Cloud Service.

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

"Eagle-I Enhanced Firewall Service" means the Service Option specified at Paragraph 3.9.

"Eagle-I Platform" means the solution through which BT shall identify IOCs.

"Elevated Availability Service Credit Rate" means the applicable rate as set out in the table at Paragraph 10.2.1 for the relevant SLA Category.

"Enabling Service" has the meaning given in Paragraph 5.1.

"Existing Blocklist Enhancement" has the meaning given in Paragraph 3.9.1(a)(ii).

"Firewall Intrusion Detection and Prevention Service" means the Service Option as set out in Paragraph 3.5.

"Firewall Supplier" means Fortinet Inc., 899 Kifer Road, Sunnyvale, CA USA; Fortinet Singapore Pvt Ltd, Beach Road, #20-01, The Concourse, Singapore 199555; Palo Alto Networks Inc. 3000 Tannery Way, Santa Clara, CA 95054, USA, or Check Point Software Technologies Ltd., 5 Shlomo Kaplan Street, Tel Aviv 67897, Israel, as applicable.

"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 an unplanned interruption to, or a reduction in the quality of, the Virtual Firewall Public Cloud Service or particular element of the Virtual Firewall Public Cloud Service.

"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.

"IOCs" or **"Indicators of Compromise"** has the meaning given in Paragraph 3.9.1(a)(i).

"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.

"IPS" has the meaning given in Paragraph 3.5.1.

"Local Area Network" or **"LAN"** means the infrastructure that enables the ability to transfer IP services within Site(s) (including data, voice and video conferencing services).

"Maximum Annual Availability Downtime" has the meaning given in the table at Paragraph 10.2.1 for the relevant SLA Category.

"Maximum Monthly Availability Downtime" has the meaning given in the table at Paragraph 10.2.1 for the relevant SLA Category.

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

"Notice to Amend" has the meaning given in Paragraph 6.1.2.

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

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

"Public Cloud Infrastructure" means a virtual infrastructure that is delivered or accessed via the Internet.

"Qualifying Incident" means an Incident, except where any of the following events have occurred:

- (a) the Virtual Firewall Public Cloud Service has been modified or altered in any way by you, or by BT in accordance with your instructions;
- (b) Maintenance;
- (c) you have performed any network configurations that BT did not approve or you cease or disable the Enabling Services;
- (d) an Incident has been reported and BT cannot confirm that an Incident exists after performing tests;
- (e) you requested BT to test the Virtual Firewall Public Cloud Service at a time when no Incident has been detected or reported; or
- (f) the Incident has arisen as a result of you changing your CSP(s).

"Recurring Charges" means the Charges for the Virtual Firewall Public Cloud Service or applicable part of the Virtual Firewall Public Cloud Service that are invoiced repeatedly in every payment period (e.g. every month), as set out in any applicable Order.

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

"Security Appliance" means the BT Equipment or Purchased Equipment that BT manages on your behalf as part of the Associated Services used to apply the CSP(s). The Security Appliance may be physical or virtual.

"Service Credit Interval" has the meaning given in the table at Paragraph 10.2.1 for the relevant SLA Category.

"Service Desk" means the helpdesk that you are able to contact to submit service requests, report Incidents and ask questions about the Virtual Firewall Public Cloud Service.

"Service Level" means the Availability Service Level.

"Service Management Boundary" has the meaning given in Paragraph 4.1.

"Service Options" has the meaning given in Paragraph 3.

"Severity Level 1 Incident" means a Qualifying Incident that cannot be circumvented and that constitutes a complete loss of service at the Site(s).

"Simple Change" means the Simple Changes set out in the document titled Simple and Complex Change which may be accessed on the BT Portal.

"Simple Service Request" means small requests, as set out on the BT Portal, for predefined simple configuration changes to the Virtual Firewall Public Cloud Service, which have no impact on your inventory.

"Site" means a location at which the Virtual Firewall Public Cloud Service is provided.

"SLA Category" means the category, as set out in any applicable Order, which, in accordance with the table set out at Paragraph 10.2.1, specifies the following in relation to the Virtual Firewall Public Cloud Service or Site:

- (a) Availability Annual Target;
- (b) Maximum Annual Availability Downtime;
- (c) Maximum Monthly Availability Downtime;
- (d) Standard Availability Service Credit Rate;
- (e) Elevated Availability Service Credit Rate; and
- (f) Service Credit Interval.

"SSL" means secure sockets layer.

"SSL Encrypted Traffic" means means encrypted traffic transferred via the following protocols that BT will support for SSL/TLS Inspection:

- (a) HTTPS;
- (b) SMTPS;
- (c) POP3S;
- (d) IMPAS; and
- (e) FTPS.

"SSL/TLS Inspection" has the meaning given in Paragraph 3.6.1.

"Standard Availability Service Credit Rate" means the applicable rate as set out in the table at Paragraph 10.2.1 for the relevant SLA Category.

"Standard Change" means in respect of a Simple Change upgrades and modifications needed as a result of planned developments and security improvements.

"Standard Service Components" has the meaning given in Paragraph 2.

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

"Urgent Change" means in respect of a Simple Change upgrades and modifications needed as a result of unplanned activities or unforeseen activities, but which are not critical to maintaining the security of the organisation. BT may charge you for an Urgent Change.

"Virtual Firewall" means a software based network security system that uses rules to control incoming and outgoing network traffic.

"Virtual Firewall Public Cloud Service" has the meaning given in Paragraph 1.

"Virtual Machine" means a self-contained operating system that functions as a separate server.

"VPN" means a virtual private network with the use of encryption to provide a communications network that appears private to your Users while being provided over network infrastructure that is shared with other customers. Unless otherwise agreed in writing, your communications over your VPN are restricted to those Sites belonging to your VPN.

"WAN" means Wide Area Network, the infrastructure that enables the transmission of data between Sites.



A Note On 'You'

'You' and 'your' mean the Customer.

Data Processing Annex

1 Subject Matter Of The Processing Of Personal Data

This Data Processing Annex sets out the details regarding how Customer Personal Data is Processed when providing the Managed Virtual Firewall Security Fortinet with Agile Connect Service.

2 Duration Of The Processing Of Personal Data

BT or its Sub-Processor will Process the Customer Personal Data for the Managed Virtual Firewall Security Fortinet with Agile Connect Service as set out in this Annex for as long as BT provides the Managed Virtual Firewall Security Fortinet with Agile Connect Service and for as long as BT may be required to Process the Customer Personal Data in accordance with Applicable Law.

3 The Nature And Purpose Of The Processing Of Personal Data

3.1 The nature and purpose of the Processing of Customer Personal Data by BT includes:

- 3.1.1 providing a service that allows you to configure your Managed Virtual Firewall Security Fortinet with Agile Connect Service implementing rules by which source and destination IP Addresses, protocols, Users and applications can be controlled via the CSP;
- 3.1.2 monitoring traffic traversing the Managed Virtual Firewall Security Fortinet with Agile Connect Service to enforce the rules and CSPs implemented on the Security Appliance;
- 3.1.3 sharing Customer Personal Data with the suppliers of BT Equipment or Customer Equipment or sub-contractors as may be necessary for the provision and management of the Managed Virtual Firewall Fortinet with Agile Connect Service including installation, maintenance and resolution of Incidents;
- 3.1.4 accessing a log of customer IP Addresses, MAC addresses and Users, together with attempted URL and website visits by those addresses and Users, using an online Portal in order to provide you with reports.

4 Types Of Personal Data and Categories of Data Subjects

4.1 The types of Customer Personal Data Processed by BT or its Sub-Processors or you will be:

- 4.1.1 website or IP Address of destination;
- 4.1.2 IP Address of source device;
- 4.1.3 MAC address of source device;
- 4.1.4 business contact details including:
 - 4.1.4.1 name;
 - 4.1.4.2 address;
 - 4.1.4.3 telephone number;
 - 4.1.4.4 email address;
 - 4.1.4.5 job title;
 - 4.1.4.6 company name; and

4.1.5 contact records.

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

- 4.2.1 your employees;
- 4.2.2 your customers or third parties; and
- 4.2.3 any Data Subject (as controlled by you).