



BT Managed NAC Security Service Annex to the General Service Schedule

BT Contract Reference:

Customer Contract Reference (optional):

PARTIES:	The Customer	BT Spain
Name or Corporate name	XXXXXXXXXXXX (hereinafter referred to as "The Customer")	BT GLOBAL ICT BUSINESS SPAIN, S.L.U. (Hereinafter referred to as "The Provider", "Supplier" or "BT")
Fiscal Address	XXXXXXXXXXXX	C/ María de Tubau 3, 28050 Madrid
Tax ID/VAT	XXXXXXXXXXXX	B- 88625496
Company Representative	XXXXXXXXXXXX NIF of representative (ID Number) XXXXXXXXXXXX Title: XXXXXXXXXXXX	Paul Rhodes NIF of representative (ID Number): X0.688.132-H Title: Legal representative

1 Definitions and Abbreviations

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

"Acceptance Tests" means those objective tests conducted by the Customer that when passed confirm that the Customer accepts the Managed NAC Security Service and that the Managed NAC Security Service is ready for use save for any minor non-conformities that will be resolved as an incident.

"ActiveCare Advanced" means the support provided by the Supplier for the Purchased Equipment.

"Appliance" means a Device or piece of equipment designed to perform a specific task (Network Access Control functionality).

"Customer Network" means the Customer's private telecommunications network comprising any WAN, LAN, managed security services or voice services, as appropriate and as configured so that traffic can be delivered over the network.

"Device" means any entity which connects to the Customer Network and which has an IP Address, including but not limited to all desktop computers, laptop computers, IP phones, peripherals, tablets, mobile handsets, virtual machines, security cameras, physical access control and other security devices, heating and ventilation, operational and production line technology, medical devices.

"Associated Service" or **"Enabling Service"** has the meaning given in Paragraph 5.2.

"EULA" has the meaning given in Paragraph 5.3.

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

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

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

"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).

"Managed NAC Security Service" or **"Service"** has the meaning given in Paragraph 2.

"MPLS" or **"Multiprotocol Label Switching"** means a type of data-carrying technique that directs data from one network node to the next.

"Professional Services" means the Service Options as set out in Paragraph 2.3.2 and 2.3.3 and which are labour related services.

"Purchased Equipment" means any equipment, including any Software, that BT sells or licenses to the Customer. In the General Terms and Conditions this may also be called **"Product"** or **"BT Provided Equipment"**.

"Service Desk" means the helpdesk that the Customer is able to contact to submit service requests, report incidents and ask questions about the Managed NAC Security Service.

"Service Management Boundary" has the meaning given in Paragraph 4.5.

"Service Options" has the meaning given in Paragraph 2.3.

"Standard Service Components" has the meaning given in Paragraph 2.2.

"Supplier" means ForeScout Technologies, Inc, 190 West Tasman Drive, San Jose, California, CA 95134, US.

"WAN" means Wide Area Network comprising the Customer's internal data network between Sites.

2 Service Description

2.1 Service Overview



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BT will provide the Customer with a managed network access control service comprising of hardware and software that uses an agentless security appliance to identify and evaluate network endpoints and applications as they connect to the Customer's network, comprising:

- (a) the Standard Service Components; and
- (b) any of the Service Options as set out in any applicable Order,

up to the point of the Service Management Boundary.

2.2 Standard Service Components

BT will provide the Customer with all the following standard service components in accordance with the details as set out in any applicable Order:

2.2.1 Initial Set-up

2.2.1.1 BT will initially set up the Managed NAC Security Service for the Customer and provide any required hardware and software components. Such components will become Purchased Equipment.

2.2.1.2 The Customer may choose the required Managed NAC Security Service functionalities from the list provided in the Order.

2.2.2 Solution Design

2.2.2.1 BT will design the Managed NAC Security Service that will classify Devices into categories. The categories shall be prepared by BT's and will be discussed with the Customer. Those categories may then be used for the purpose of assessing whether the Devices connected to the Customer's network comply with the Customer's security policy; and

2.2.2.2 BT will design a resilient Managed NAC Security Service to maximise the availability of the Service and protect against single points of failure.

2.2.3 Project Management

2.2.3.1 BT will coordinate the Managed NAC Security Service installation and commissioning in accordance with the applicable Order and this Agreement.

2.2.3.2 Unless otherwise set out in the applicable Order, BT will administer all project management activity remotely. Neither BT nor any representatives of BT will visit the Customer's Site after the initial set up.

2.2.4 Managed Service

2.2.4.1 BT will manage the Service Options in accordance with this Annex; and

2.2.4.2 BT will monitor and manage the Purchased Equipment 24 hours a day, 7 days a week (monitoring period) as set out in any applicable Order using the ActiveCare Advanced support program of the Supplier. This entails

- (a) Rectification of Software errors whereby the two (2) most recent Software releases will be supported for at least twelve (12) months from their initial release date. The Customer acknowledges that the resolution of any Software error may require BT to upgrade the software to its current version. To allow the Customer the time to upgrade to a supported Software release, any Software release moving out of support will remain supported for an additional ninety (90) days following the release date of the most recent supported Software release; and
- (b) Break-fix support of the hardware. If required this includes the provision of hardware replacement for a defective product in accordance with the specifications of the Supplier.

2.2.5 Web Portal

2.2.5.1 BT will provide the Customer with access to a web portal where the Customer will be able to access security performance reports, dashboards and other information relating to the Customer's Managed NAC Security Service.

2.3 Service Options

BT will provide the Customer with any of the following options ("**Service Options**") as set out in any applicable Order and in accordance with the details and charges as set out in that Order. As certain Service Options may not be available in all countries; the Service Levels may vary depending on Site location; and certain Service Options may require the Customer to have a specific Customer Equipment that meets minimum specifications, also these details shall be set out in the applicable Order.

2.3.1 High Availability Configuration



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- 2.3.1.1 Under the High Availability Configuration Service Option, BT will configure the Managed NAC Security Service to the High Availability Configuration as set out in any applicable Order.
- 2.3.1.2 Under the High Configuration Service Option, additional Purchased Equipment may be required to support the High Availability Configuration of the Managed NAC Security Service.
- 2.3.1.3 BT cannot and does not guarantee that this Service Option will be available for all hardware. If it transpires the required additional Purchased Equipment is not available, BT will discuss with the Customer any alternative options before placing the Customer's Order.

2.3.2 **Technical Account Manager**

- 2.3.2.1 Under the Technical Account Manager Service Option, BT will provide the Customer with up to two days of consultancy services per month to support the tuning of policies or any other aspects of the Managed NAC Security Service.
- 2.3.2.2 The Technical Account Manager Service Option will be delivered remotely unless otherwise set out in the Order.
- 2.3.2.3 The Technical Account manager Service Option is considered to be a Professional Service.

2.3.3 **Ad Hoc Professional Services**

- 2.3.3.1 Under the Ad Hoc Professional Service Option, BT will provide ad hoc professional consultancy services where the Customer can ask for, and BT will use reasonable endeavours to provide, advice, support and or an amendment to the Customer's Managed NAC Security Service. BT will discuss and agree these with the Customer before making any requested amendments.
- 2.3.3.2 Ad Hoc Professional Services will be delivered remotely unless otherwise set out in any applicable Order and is separate to the Technical Account Manager Service Option.

3 **Equipment Delivery**

BT will supply Purchased Equipment subject to the applicable terms and conditions for the sale and supply of Purchased Equipment as set out in the Agreement.

4 **BT's Responsibilities**

In addition to any BT obligations as set out in the General Terms and Conditions and the General Service Schedule of the Agreement:

4.1 **Service Delivery**

Before the Operational Service Date and, where applicable, throughout the provision of the Managed NAC Security Service, BT will:

- 4.1.1 provide the Customer with contact details for the Service Desk;
- 4.1.2 comply with all reasonable health and safety rules and regulations and reasonable security requirements that apply at the Site(s) and that the Customer has notified to BT in writing, but BT will not be liable if, as a result of any such compliance, BT is in breach of any of its obligations under this Agreement; and
- 4.1.3 provide the Customer with a date on which delivery of the Managed NAC Security Service (or each part of the Managed NAC Security Service, including to each Site) is due to start ("**Customer Committed Date**") and will use reasonable endeavours to meet any Customer Committed Date. If the Customer does not comply with its Customer obligations, any agreed installation dates and Customer Committed Date(s) may no longer apply and BT shall be entitled to propose new Customer Committed Date(s).

4.2 **Commissioning of the Service**

4.2.1 Before the Operational Service Date, BT will:

- (a) configure the Managed NAC Security Service;
- (b) conduct a series of standard tests on the Managed NAC Security Service to ensure that it is configured correctly; and
- (c) on the date that BT has completed the activities in this Paragraph, confirm to the Customer that the Managed NAC Security Service is available for performance of any Acceptance Tests in accordance with Paragraph 5.4.

4.2.2 Subject to Paragraph 5.4.3, the Operational Service Date will be the earlier of the following:

- (a) the date that the Customer confirms or BT deems acceptance of the Managed NAC Security Service in writing in accordance with Paragraph 5.4.2; or
- (b) the date of the first day following the Acceptance Test period.

4.3 **During Operation**



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On and from the Operational Service Date, BT:

- 4.3.1 will, in accordance with the provisions as set out in the General Service Schedule, respond and remedy an incident reported by the Customer in line with the Service Levels agreed.
- 4.3.2 will maintain a web portal and server to provide the Customer with online access to performance reports;
- 4.3.3 may, in the event of a security breach affecting the Managed NAC Security Service, require the Customer to change any or all of the Customer's passwords in accordance with the provisions as set out in the General Service Schedule; and
- 4.3.4 may, from time to time, upgrade any software or firmware on the Purchased Equipment to ensure that it remains within the Supplier's supported specifications. The dates and times of any software or firmware upgrades of the Purchased Equipment will be coordinated with the Customer in advance.

4.4 The End of the Service

On termination of the Managed NAC Security Service by either Party, BT:

- 4.4.1 will provide configuration information relating to the Managed NAC Security Service provided at the Site(s) in a format that BT reasonably specifies; and
- 4.4.2 may delete elements of Content.

4.5 BT Service Management Boundary

- 4.5.1 BT will provide and manage the Managed NAC Security Service in accordance with the provisions of this Annex and as set out in any applicable Order up to the Service Management Boundary. The Service Management Boundary for this Service is the point where the Customer presents traffic to, or receive traffic from, any infrastructure that is provided as part of the Managed NAC Security Service and is owned or controlled by the Supplier or BT.
- 4.5.2 BT will have no responsibility for the Managed NAC Security Service outside the Service Management Boundary.
- 4.5.3 BT does not make any representations, whether express or implied, about whether the Managed NAC Security Service will operate in combination with any Customer Equipment or other equipment and software.
- 4.5.4 BT does not guarantee:
 - (a) that the Managed NAC Security Service will detect or block all malicious threats; and
 - (b) the security of the Purchased Equipment against unauthorised or unlawful access or use.
- 4.5.5 BT will not be responsible for any inability to provide or degradation of the Managed NAC Security Service if the Customer does not have and maintain the required Customer Equipment.
- 4.5.6 BT does not guarantee the security of the Purchased Equipment against unauthorised or unlawful access or use.
- 4.5.7 If Professional Services are performed by BT negligently or in breach of the provisions of this Agreement then, if BT receives the Customer's written request within twelve (12) months from the end of the Operational Service Date, BT will re-perform the relevant part of the Professional Services. This will be the Customer's sole remedy where BT performs the Professional Services negligently or in breach of the provisions of this Agreement.

5 The Customer's Responsibilities

In addition to any Customer obligations as set out in the General Terms and Conditions and the General Service Schedule of the Agreement:

5.1 Service Delivery

Before the Operational Service Date and, where applicable, throughout the provision of the Managed NAC Security Service, the Customer will:

- 5.1.1 provide BT with access to any Site(s) during Business Hours, or as otherwise agreed, to enable BT to set up, deliver and manage the Managed NAC Security Service;
- 5.1.2 provide BT with a copy of the Customer's security policies;
- 5.1.3 attend integration meetings to discuss further tuning and configuration of the Purchased Equipment;
- 5.1.4 provide BT with written notice of any health and safety rules and regulations and security requirements that apply at the Site(s);
- 5.1.5 ensure that the LAN protocols and applications the Customer uses are compatible with the Managed NAC Security Service;



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- 5.1.6 prepare and maintain the Site(s) for the installation of Purchased Equipment and supply of the Managed NAC Security Service;
- 5.1.7 give written notice to BT, five Business Days in advance, and provide details of, any changes to the Customer Network, that may affect the functioning of the Managed NAC Security Service. If this information is not provided, or is provided less than five Business Days before a change, then BT will not be liable for any incidents or incorrect functioning of the Managed NAC Security Service as a result of the change;
- 5.1.8 only use any Appliance, or allow it to be used, in accordance with any instructions or authorisation BT may give and for the purpose for which it is designed;
- 5.1.9 not relocate any Appliance without BT's prior written consent;
- 5.1.10 ensure that the Customer's MPLS or Internet access circuit bandwidth is sufficient to meet the Customer's requirements and for Managed NAC Security Service management access by BT as set out in any applicable Order;
- 5.1.11 manage and provide BT with accurate details of the Customer's internal IP Address design;
- 5.1.12 ensure that Purchased Equipment is able to receive updates, such as vulnerability signatures, directly over the Internet, or over an alternative path agreed with BT for that purpose;
- 5.1.13 if BT has agreed to provide any part of the Managed NAC Security Service using Customer Equipment, ensure that the relevant Customer Equipment:
 - (a) complies with any minimum specification given to the Customer by BT;
 - (b) is fully functional;
- 5.1.14 ensure that Customer Network and all applications conform to relevant industry standards and provide written confirmation to BT upon reasonable request;
- 5.1.15 provide BT with accounts that the Customer may use to authenticate against the authentication services e.g. SNMP accounts or active directory LDAP accounts.
- 5.1.16 will for countries:
 - (a) whereby it was agreed on the Order that the Customer will be responsible for the local import of the Purchased Equipment; obtain (where required) an import license including the written authority from all respective authorities necessary; or
 - (b) where the use of encryption software or devices is restricted by local law and regulations; the Customer will be responsible for obtaining the required local User licenses, including the written authority from all respective authorities necessary, and using the Service in accordance with such licenses and/or requirements.

BT may require the Customer to produce proof of compliance with such licensing requirements before Service delivery. If the Customer cannot produce such proof to BT's satisfaction, BT may suspend Service delivery or cancel the Order. If BT cancels the Order the provisions of Clause 5 (Cancellation) of the General Terms and Conditions shall apply.

5.2 Associated Services

- 5.2.1 The Customer will have the following associated services in place that will connect to the Service that the Customer has selected in the Order and are necessary for the Service to function and will ensure that these services meet the requirements provided by BT at contracting:
 - (a) Internet connectivity for access to, and the management and monitoring of, any software required by the Supplier. For management and monitoring, BT may use a BT MPLS WAN connection (i.e. BT IP Connect UK or BT IP Connect Global); and
 - (b) LAN connectivity and associated infrastructure, like any additional switches that may be required for the Managed NAC Security Service as set out on the Order.
- 5.2.2 If BT provides the Customer with any services other than the Managed NAC Security Service (including, but not limited to any Associated Service), this Schedule will not apply to those services and those services will be governed by their separate terms.
- 5.2.3 BT will not be liable for failure to or delay in supplying the Managed NAC Security Service to a Site if a licenced operator delays or refuses the supply of an Access Line to that Site and no alternative service is available at reasonable cost.

5.3 EULA

- 5.3.1 BT will only provide the Managed NAC Security Service if the Customer has entered into the end user licence agreement with the Supplier in the form set out at https://www.forescout.com/wp-content/uploads/2015/12/ForeScout_EULA_5.2.17-Web.pdf (the "EULA"). As the EULA may be amended



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or updated from time to time, the Customer hereby acknowledges having read and accepted the latest version of these Supplier Terms before placing an Order with BT for this Service.

- 5.3.2 The Customer will enter into the EULA for the Customer's own benefit and the rights, obligations, acknowledgements, undertakings, warranties and indemnities granted in accordance with the EULA are between the Customer and the Supplier and the Customer will deal with the Supplier with respect to any loss or damage suffered by either of the Customer as such loss or damage will not be enforceable against BT.
- 5.3.3 The Customer will observe and comply with the EULA for all any use of the applicable Software. If the Customer does not comply with the EULA, BT may restrict or suspend the Managed NAC Security Service upon reasonable Notice; and
- (a) the Customer will continue to pay the Charges for the Managed NAC Security Service until the end of the Minimum period of Service; and
 - (b) BT may charge a re-installation fee to re-start the Managed NAC Security Service.
- 5.3.4 Where the EULA is presented in a 'click to accept' function and the Customer requires BT to configure or install Software on the Customer's behalf, BT will do so as the Customer's agent and bind the Customer to the EULA. For this purpose, the Customer hereby already grants to BT a mandate to enter into the EULA in the Customer's name and on its behalf. BT and the Customer may for this also execute a power of attorney as part of the Order.

5.4 Acceptance Tests

- 5.4.1 The Customer will carry out the Acceptance Tests for the Managed NAC Security Service within five Business Days after receiving notice from BT ("**Acceptance Test period**").
- 5.4.2 The Managed NAC Security Service is accepted by the Customer if the Customer confirms acceptance in writing during this Acceptance Test period or is treated as being accepted by the Customer if the Customer does not provide BT with notice to the contrary by the end of this Acceptance Test period.
- 5.4.3 If, during the Acceptance Test period, the Customer provides BT notice that the Acceptance Tests have not been passed, BT will remedy the non-conformance without undue delay and provide the Customer notice that BT has remedied the non-conformance and inform the Customer of the Operational Service Date.

5.5 During Operation

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

- 5.5.1 ensure that the Customer Contact will take incident reports from Users and pass these to the Service Desk using the reporting procedures agreed between BT and the Customer, and is available for all subsequent incident management communications;
- 5.5.2 monitor and maintain any Customer Equipment connected to the Managed NAC Security Service or used in connection with a Managed NAC Security Service;
- 5.5.3 ensure that any Customer Equipment that is connected to the Managed NAC Security Service is connected using the applicable network termination point, unless the Customer has BT's permission to connect by another means;
- 5.5.4 with regard to security measures to be undertaken for this Service:
- (a) ensure the proper use of any user names, personal identification numbers and passwords used with the Purchased Equipment, and the Customer will take all necessary steps to ensure that they are kept confidential, secure and not made available to unauthorised persons.
 - (b) ensure the security and proper use of all valid User access profiles, passwords and other systems administration information used in connection with the Managed NAC Security Service and:
 - (i) immediately terminate access for any person who is no longer a User;
 - (ii) 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;
 - (iii) take all reasonable steps to prevent unauthorised access to the Managed NAC Security Service;
 - (iv) satisfy BT's security checks if a password is lost or forgotten; and
 - (v) change any or all passwords or other systems administration information used in connection with the Managed NAC Security Service if BT requests the Customer to do so in order to ensure the security or integrity of the Managed NAC Security Service;
 - (c) distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the Managed NAC Security Service;
 - (d) maintain a written list of current Users and provide a copy of such list to BT within five Business Days following BT's written request at any time;



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- (e) ensure that any Customer Equipment that is connected to the Managed NAC Security Service or that the Customer uses, directly or indirectly, in relation to the Managed NAC Security Service is:
 - (i) adequately protected against viruses and other breaches of security;
 - (ii) technically compatible with the Managed NAC Security Service and will not harm or damage the Associated Services, or any of BT's suppliers' or subcontractors' network or equipment; and
 - (iii) 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;
 - (f) immediately disconnect any Customer Equipment, or advise BT to do so at the Customer's expense, where Customer Equipment:
 - (i) does not meet any relevant instructions, standards or applicable law; or
 - (ii) contains or creates material that is in breach of the Acceptable Use Policy and the Customer is contacted by BT about such material,
 - (g) and redress the issues with the Customer Equipment prior to reconnection to the Managed NAC Security Service;
- 5.5.5 where the Customer wants to change the IP Address of any Appliance, submit a request to BT and BT will contact the Customer to discuss the Customer's options with the Customer;
- 5.5.6 notify BT of any planned work that may cause an incident;
- 5.5.7 ensure that all Associated Services are adequately maintained throughout the provision of the Managed NAC Security Service;
- 5.5.8 if applicable, connect equipment to the Managed NAC Security Service only by using the NTE at the Site(s);
- 5.5.9 in the event of a failure of Purchased Equipment that are under warranty or liable for replacement as part of the Managed NAC Security Service, dispose or return the faulty equipment or components as directed by BT, or permit BT or BT's agents at BT's discretion to remove and replace the faulty equipment or components. BT will use reasonable endeavours to ensure any data on the faulty equipment or components is rendered unreadable prior to disposal or recycling;
- 5.5.10 with regard to any software licenses provided with this Service;
- (a) where BT installs any Purchased Equipment, from the date of installation comply with the provisions of any Software licences provided with or as part of any Purchased Equipment. In the absence of any express Software licence provided the Customer may imply a limited royalty free and non-exclusive licence in the Software solely for the purposes of receiving the Service as delivered hereunder. Absent any express language to the contrary in a separate Software licence, the Customer's right to make use of any Software delivered will automatically terminate on the date that BT ceases to provide the Service to the Customer;
 - (b) ensure that the maximum number of Users will not exceed the permitted number of User identities as set out in any applicable Order;
 - (c) not allow any User specific subscription to be used by more than one individual User unless it has been reassigned in its entirety to another individual User, in which case the Customer will ensure the prior User will no longer have any right to access or use the Managed NAC Security Service;
- 5.5.11 where BT recommends, in case of a business critical Customer Network, provide a test environment where a new version or patched version of the Managed NAC Security Service will be tested before deployment to a live production environment; and
- 5.5.12 with regard to any support or maintenance Services provided under this Agreement:
- (a) follow BT's and the Supplier's procedures, as notified to the Customer from time to time, when contacting the Service Desk;
 - (b) provide reasonable access to BT to all necessary information, systems and personnel to resolve incidents;
 - (c) implement promptly all Software updates and fixes provided by BT or the Supplier; and
 - (d) update Software to its supported versions.

This Paragraph does not reduce or waive the Customer's responsibilities under the EULA.

5.6 The End of the Service

On termination of the Managed NAC Security Service by BT or the Customer, the Customer will disconnect any Customer Equipment from the Associated Services located at the Site(s).



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6 Charges and Payment Terms

- 6.1 Charges will be as detailed on the Order, invoiced as set out in the General Service Schedule and will be paid in accordance with the General Terms and Conditions of the Agreement.
- 6.2 The Charges for ActiveCare Advanced support shall be fully invoiced for the entire Minimum Period of Service as agreed on the Order from the Operational Service Date of each Order.
- 6.3 Any changes to the Charges shall be agreed by Order. Changes to the Charges may apply:
 - 6.3.1 if during the Initial Set-up changes are agreed to the functionalities after the initial Order has been placed;
 - 6.3.2 for any amendments, as agreed by the Parties, to Customer's Managed NAC Security Service;
 - 6.3.3 to cover any additional costs BT may have incurred as result of Customer's non-compliance with the Customer obligations as set out in this Annex and/or the Agreement; e.g. non-compliance of the relevant Customer Equipment.

7 Changes to the Conditions

- 7.1 BT may propose changes to this Annex or the Charges (or both) for continuation of the Service after the expiry date of the Minimum Period of Service as follows:
 - 7.1.1 BT shall give the Customer notice at least 90 days prior notice.
 - 7.1.2 Within 45 days of any such notice to amend, the Parties will agree to the BT proposed changes, in which case those changes will apply a) from the expiration date of the Minimum Period of Service or b) the first day after expiry of the 90 days' notice term; whichever is the latest.
- 7.2 If BT and the Customer have not reached agreement on the BT proposed changes the Service shall terminate and BT will cease delivering the Service at the time of 23:59 at:
 - (a) the expiration date of the Minimum Period of Service; or
 - (b) the last day of the 90 days' notice term;whichever is the latest.

8 Minimum Period of Service and Termination

- 8.1 Except for the ActiveCare Advanced support; the applicable conditions on Minimum Period of Service and termination as set out in the General Terms and Conditions and the General Service Schedule of the Agreement shall apply on this Service.
- 8.2 For ActiveCare Advanced support
 - 8.2.1 the Customer is required to explicitly renew this service component for a new term by submitting a new Order to at least five (5) Business Days before the expiration date of the Minimum Period of Service. For renewing ActiveCare Advanced support the Parties may agree new Charges on this Order; and
 - 8.2.2 in the event of an early termination; no refund shall apply for any prepaid Charges.

9 Service Levels

The following Service Levels as set out in the General Service Schedule shall apply to this Service;

- 9.1 (on-time) Delivery; and
- 9.2 Availability.

10 Data Processing

In relation to the data processing provisions as set out in the General Terms and Conditions of the Agreement, the nature of the Service – a managed network access control service comprising of hardware and software that uses an agentless security appliance to identify and evaluate network endpoints and applications as they connect to the Customer's network - - doesn't include any Processing of Customer personal data. No Personal Data is utilised by BT beyond that needed for provisioning, assurance and billing purposes. BT is the Controller for this Personal Data.



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Appendix – End User License Agreements

A. ForeScout End User Licence Agreement



Forescout EULA
June 2019

To be printed out and initiated at signature.

See also https://www.forescout.com/wp-content/uploads/2015/12/ForeScout_EULA_5.2.17-Web.pdf