

## BT FortiSASE Service Schedule Part A – Service Terms

### Section A – Service Terms

#### 1. SERVICE SUMMARY

- 1.1** BT FortiSASE is a cloud based secure access service edge (SASE) managed service that integrates various security and networking components providing to Customer's remote users a secure access to networks and applications as a standalone service without the need for a Fortinet SD WAN. BT FortiSASE is a cloud service not involving any Customer premises equipment, but a software customer client. This Service allows the Customer to manage and safeguard its hybrid workforce in accordance with this schedule and in the configuration as set out in any applicable Order, comprising:
- 1.1.1** the standard components of the Service set out in Part B; and
  - 1.1.2** any optional components described in Part B and set out in any applicable Order, up to the point of the Service Management Boundary ("**Service**").
- 1.2** This Part A sets out the specific terms and conditions applicable to the Service, and Part B sets out the service description and the terms relating to how BT manages the Service.
- 1.3** This Schedule will not apply for the provision of any other services provided by BT (including the Enabling Services) as such services will be governed by their separate terms and conditions.

#### 2. MAINTENANCE, CHANGES AND SUSPENSION TO THE SERVICE

- 2.1** BT may carry out Planned Maintenance on the Service from time to time. BT will inform the Customer at least five (5) business days in advance.
- 2.2** BT may change the Service provided the performance and quality of the Service is not materially adversely affected and BT provides the Customer with as much notice as is reasonably practicable. Such changes may include:
- 2.2.1** introducing or removing features of the Service; or
  - 2.2.2** replacing the Service with a materially equivalent Service.
- 2.3** BT may occasionally suspend the Service in the event of an emergency and/or to safeguard the integrity and security of its network and/or repair or enhance the performance of its network. Where possible, BT shall inform the Customer without undue delay in advance. Where it is not possible to inform the Customer in advance of restriction or suspension of any affected Service BT shall explain as soon as is reasonably practicable afterwards why such restriction or suspension was required.

#### 3. USE OF TELEMETRY DATA

- 3.1** This paragraph 3 is in addition to the data protection provisions set out elsewhere in the Agreement.
- 3.2** As a function of the provision of the Services BT and Supplier may collect telemetry data, including:
- 3.2.1** system statistics (for example CPU, memory);
  - 3.2.2** interface statistics;
  - 3.2.3** flow statistics including IP address, application and application family;
  - 3.2.4** device configurations and usage per interface;
  - 3.2.5** transactional application attributes; and
  - 3.2.6** performance attributes.
- 3.2.7** The Customer consents to the collection of such telemetry data on its behalf as well as on behalf of its Users:
- 3.2.8** to deliver and maintain the Services;

- 3.2.9** for the Supplier to provide support to BT (for example, by providing BT with recommendations for configuration optimisation, license expiration, renewal notices, license or bandwidth enforcement); and
- 3.2.10** to enable the Supplier to use statistical data for the general purpose of improving its products and other product offerings, including customer experience and use of such product in the context of generally available software feature releases.

## Part B - Customer Obligations

### 1. GENERAL CUSTOMER OBLIGATIONS

#### 1.1 The Customer will:

- 1.1.1** provide BT with the names and contact details of the Customer Users;
- 1.1.2** without undue delay provide BT with any information or assistance reasonably required by BT to enable it to perform its obligations hereunder with respect to the Service;
- 1.1.3** use the Incident reporting procedures notified to Customer by BT and ensure that the Customer contact is available for all subsequent Incident management communications;
- 1.1.4** ensure that any technical prerequisites as defined in the service definition are in place for the service when needed;
- 1.1.5** complete any preparation activities that BT may request to enable the Customer to receive the Service promptly and in accordance with any agreed timescales;
- 1.1.6** procure services that are needed to permit the Service to operate, including Enabling Services as defined in Part B, and ensure they meet the minimum technical requirements specified by BT;
- 1.1.7** where the Customer has provided its own or a third-party Enabling Service, ensure and confirm to BT that the Enabling Service is working correctly before reporting Incidents to BT;
- 1.1.8** in jurisdictions where an employer is legally required to make a disclosure to its Users and employees in relation to the Service:
  - a)** inform Users (individually or via local workers councils depending on Applicable Law) that as part of the Service being delivered by BT, BT may monitor and report the use of any targeted applications;
  - b)** ensure that Users have consented or are deemed to have consented to such monitoring and reporting (where such consent is legally required);
- 1.1.9** be responsible for its Content and that of its Users (including any Content hosted by the Customer or any User on behalf of third parties); and
- 1.1.10** where the Customer has opted for Co-Management (rather than full BT management), be responsible for Incidents caused by Customer-initiated changes.

### 2. CUSTOMER EQUIPMENT

#### 2.1 The Service is a managed cloud service without any physical hardware provided by BT.

The Customer therefore will:

- 2.1.1** monitor and maintain any virtual or physical Customer Equipment (e.g. a laptop) used in connection with the Service; and
- 2.1.2** ensure that any virtual Customer Equipment that the Customer uses, directly or indirectly, in relation to the Service:
  - a)** is technically compatible with the Service;
  - b)** any End Point installed on appropriate devices or a managed client installed by the Customer is approved and used in accordance with relevant instructions, standards and Applicable Law and any safety and security procedures applicable to its use.

- 2.2** The Customer agrees that BT will not be liable for any failure by the Customer to comply with Paragraph 5 and the Customer will be liable to BT for any claims, losses, costs or liabilities incurred or suffered by BT due to the Customer's failure to comply with Paragraph 5.

### **3. PASSWORDS, AUTHORISED USERS AND SECURITY**

- 3.1** The Customer is responsible for the proper use of any usernames, personal identification numbers and passwords or similar used in conjunction with the BT equipment or the Service, and the Customer will take all necessary precautions to ensure that the foregoing are kept confidential, secure and not made available to unauthorised persons.
- 3.2** The Customer will distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the Service.
- 3.3** The Customer will promptly terminate access of any person who is no longer an authorised User.
- 3.4** The Customer will promptly inform BT 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.
- 3.5** The Customer will change any or all passwords or other systems administration information used in connection with the Service if BT asks Customer to do so to help safeguard ensure the security or integrity of the Service.
- 3.6** The Customer will not allow any specific user license to be used by more than one User unless it has been reassigned in its entirety to another User.

## **Section C – Acceptable Use Policy**

### **4. INTRODUCTION**

The Customer acknowledges that it has read and agrees to be bound by and to ensure that any Users will comply with this Section C ("Acceptable Use Policy" or "AUP")

### **5. USE OF THE SERVICE**

- 5.1** The Customer will not use the Service in breach of Applicable Law or in any way that is:
- 5.1.1** detrimental to any person or in a manner which violates or otherwise encroaches on the rights of others (including rights of privacy and free expression); and
  - 5.1.2** detrimental to the provision of services to the Customer or any other BT customer.
- 5.2** The Customer will not use the Service to intentionally take, or attempt to take, any action that could:
- 5.2.1** transfer files that are, contain or are made up of viruses, worms, Trojans, distributed denial of service, any back door or time-bomb or other harmful programmes or software designed to violate the security of BT, any other person or company; or
  - 5.2.2** prevent, block or obstruct access to any programme installed on, or data saved in, any computer or damage or harm the operation of any of these programmes or the reliability or accuracy of any of this data.
- 5.3** Unless agreed with BT in writing:
- 5.3.1** the Customer will only use the Services for the commercial and business purposes for which they have been designed; and
  - 5.3.2** the Customer will not modify, amend, change, reconfigure or otherwise repurpose all or any part of the Services for uses other than those pursuant to paragraph 5.3.1 above.

### **6. USE OF MATERIALS**

- 6.1** The Customer will not create, download, receive, store, send, publish, transmit, upload or otherwise distribute any material, including information, pictures, music, video or data, that is:

- 6.1.1 harmful, immoral, improper, indecent, defamatory, offensive, abusive, discriminatory, threatening, harassing or menacing;
  - 6.1.2 promoting or encouraging of illegal, socially unacceptable or irresponsible behaviour, or that may be otherwise harmful to any person or animal;
  - 6.1.3 in breach of the intellectual property rights of BT or any other company or person, for example by using, distributing or copying protected or 'pirated' material without the express permission of the owner;
  - 6.1.4 in breach of the privacy or data protection rights of BT or any other person or company; or
  - 6.1.5 in contravention of any licence, code of practice, instructions or guidelines issued by a regulatory authority.
- 6.2 The Customer will ensure that all material that is derived from the machines or networks that it uses in connection with the Service is not in breach of this AUP.

## 7. SYSTEMS AND SECURITY

- 7.1 The Customer will not:
- 7.1.1 take any action that could:
    - a) damage, interfere with, weaken, destroy, disrupt, harm, violate, disable, overburden, overtake, compromise, hack into or otherwise adversely affect any computer system, network or the internet access of the BT Network or network of any other person or company; or
    - b) adversely affect or tamper with BT's security, the BT Network or any system or security network that belongs to any other person or company.
  - 7.1.2 access any computer system or network belonging to any person or company for any purpose without permission, including to probe, scan or test the security of a computer system or network or to monitor data traffic;
  - 7.1.3 connect the BT Network to machines, equipment or services that do not have adequate security protection or that are able to be used by others to carry out conduct that is not allowed by this AUP; or
  - 7.1.4 collect, take or harvest any information or data from any BT services, BT's system or network or attempt to undermine any of BT's servers or systems that run BT services.

## Section D – Compliance and Regulation

### 8. EXPORT OF CONTENT USING CLOUD SERVICES

- 8.1 The Service comprises of a BT cloud service that utilise software and technology that may be subject to export control laws of various countries. The Customer is solely responsible for any compliance related to the way the Customer uses the Service and the location the Service is used including access by Users to the Service and for Content transferred or processed using the Service, including any publication of such Content.

### 9. PROVISION OF THE SERVICE IN CHINA

- 9.1 The Customer accepts the risk that, due to changing nature of the China domestic and international landscape, the Service may have to be altered, suspended or even discontinued, resulting in degradation or full loss of connectivity which BT will not be responsible for.
- 9.2 BT may terminate and/or suspend the Service at any time in a force majeure event and/or in accordance with applicable Chinese laws, regulations and/or directions from the Chinese authorities. BT will not be liable for any service credits, damages, and/or loss (whether direct or indirect) resulting from the termination or suspension of the Service in accordance with this paragraph.

- 9.3** Where the Customer requests to route traffic destined for business applications hosted on the Internet through BT's MPLS or similar services for performance and regulatory reasons, the Customer acknowledges and undertakes to BT that:
- 9.3.1** the requested applications are not a subject of censorship or blocking by the Chinese government; and
  - 9.3.2** the requested applications are used solely for the Customer's internal business purposes and will strictly only be available for closed user group access by the Customer's Users.

## Section E – Charges, Subscription Term and Termination

### 10. CHARGES

- 10.1** The Customer will pay the Charges for the Service and any optional features (including upgrades and re-configuration) as specified in the Order.
- 10.2** In addition to the Charges set out in the Order, the Customer may be liable for the following additional Charges:
- 10.2.1** Charges for (de-)commissioning the Service outside of Business Hours;
  - 10.2.2** Charges for expediting provision of the Service at Customer's request after BT has informed Customer of the delivery date;
  - 10.2.3** Charges for restoring Service if the Service has been suspended by BT in accordance with the terms of the Governing Agreement; and
  - 10.2.4** Charges for elements re-configured after the Operational Service Date. Such Charges must be agreed and documented in a new Order.

### 11. SUBSCRIPTION TERM AND TERMINATION

- 11.1** The Order sets out any Subscription Term applicable to the Service, as well as any associated volume commitments, invoicing terms and the termination Charges that are specific to the Service.
- 11.2** Unless the Parties agree to renew the Subscription Term by Order, following the expiry of any Subscription Term, the Service shall terminate at midnight on the last day of the Subscription Term.
- 11.3** The Customer may request for a renewal in writing to BT at least 90 days before the end of the Subscription Term or subsequent renewal period specifying the new required renewal period. BT will provide one of following responses to the Customer:
- 11.3.1** BT may issue a draft Order to the Customer on the existing terms and/or Charges for the renewal period; or
  - 11.3.2** BT may issue a draft Order to the Customer on amended terms for the renewal period; or
  - 11.3.3** where renewal of the Service is not possible BT will provide an explanation why.

### 12. END OF SERVICE

- 12.1** On termination of the Service, Customer will:
- 12.1.1** retrieve all Customer data from the Service;
  - 12.1.2** provide BT with all assistance necessary to remotely decommission all network and applications supporting the Service at each Customer Site(s); and
  - 12.1.3** return to BT the software or intellectual property provided by BT and all copies of such.
- 12.2** On termination of the Service BT will:
- 12.2.1** decommission all network and applications supporting the Service on each End Used device; and
  - 12.2.2** where permitted under applicable mandatory law, delete any Content, including stored logs or any configuration data relating to BT's management of the Service.

**Section F – Service Levels and Service Credits****13. INTRODUCTION**

- 13.1** BT will use its reasonable endeavours to achieve the service levels ("**Service Levels**") applicable to the Service.
- 13.2** As this is a public cloud-based Service; only the on-time delivery service level will apply as set out in paragraph 17. For any other aspects (like Incident resolution or availability) only targets apply as set out in this schedule or on Part B or the Order.

**14. ON TIME DELIVERY SERVICE LEVEL**

- 14.1** BT will deliver the Service on or before the Customer Committed Date ("**On Time Delivery Service Level**").

**14.2 On Time Delivery Service Credits**

- 14.2.1** In the event that BT does not meet the On Time Delivery Service Level, the Customer may claim a Service Credit associated with that On Time Delivery Service Level which will be four (4) per cent of the MRC for the Service at the affected Site (an "**On Time Delivery Service Credit**") for each Business Day exceeding the Customer Committed Date until the Operational Service Date occurs.
- 14.2.2** If both BT and Customer have agreed a revised Customer Committed Date in writing, or if BT exercises its right to revise the Customer Committed Date on account of a change requested by Customer, the calculation of any On Time Delivery Service Credits will be made by reference to the revised Customer Committed Date.
- 14.2.3 Exceptions to On-Time Delivery Service Level**
- a)** The On-Time Delivery Service Level does not apply to upgrades or changes to the Service, unless the upgrades or changes each have an agreed delivery date, in which case the Customer Committed Date will be the same as the agreed delivery date for such upgrades or changes;
  - b)** BT may expedite delivery of the Service for operational reasons or in response to a request from Customer, however this will not cause the original Customer Committed Date to be revised.

**15. GENERAL SERVICE CREDIT EXCLUSIONS**

- 15.1** Only measurements carried out by BT will be used in the calculation of Service Credits.
- 15.2** Service Levels will be excluded:
- 15.2.1** where the acts or omissions of the Customer or any third party (excluding BT's suppliers) lead to BT not being able to provide all or part of this Service, e.g. the Customer does not provide access, delays providing access or denies permission for BT or its agents and third parties, acting on BT's behalf, to implement the Service;
  - 15.2.2** if a third-party Enabling Service is not connected or functioning, a fault on the Customer's network, the Customer's Equipment (including configuration) or on any third-party software or service not provided and/or managed by BT under the terms of this Schedule;
  - 15.2.3** if BT is awaiting information from the Customer or awaiting confirmation by the Customer;
  - 15.2.4** for any cause beyond BT's reasonable control as set out in the Governing Agreement or this Schedule;
  - 15.2.5** in the event of unavailability of the data collected by the Supplier cloud hosted control infrastructure as displayed on reports and near-live dashboards; and
  - 15.2.6** if the Service is suspended due to Customer's breach of its obligations under the Governing Agreement.

## Section G - Data Protection

This section supplements the data provisions that may be set out in the Governing Agreement and may be referred as the Data Processing Annex in the Governing Agreement.

### 16. DEFINED TERMS

**16.1** The following terms shall have the meaning given to them in the Data Protection Legislation: "Personal Data", "Data Subject", "Process" and "Processing".

### 17. DURATION OF THE PROCESSING OF PERSONAL DATA

**17.1** BT will Process the Customer Personal Data for the Service for as long as BT provides the Service and for as long as BT may be required to Process the Customer Personal Data in accordance with applicable laws.

### 18. THE NATURE AND PURPOSE OF THE PROCESSING OF CUSTOMER PERSONAL DATA.

**18.1** The Supplier is a Sub-Processor of BT.

**18.2** BT will provide a managed Service as set out in this Schedule which includes repair, maintenance and network analysis. The nature and purpose of the Processing of Customer Personal Data by BT or its Sub-Processors for the Service, includes Processing the Customer Personal Data set out in below for the purposes of performing the management activities set out in the Schedule, including Incident management, service requests, meetings and reporting.

**18.3** BT's Processing of Customer Personal Data excludes any Processing of Customer Personal Data relating to the Customer's use of the Service except to the extent set out in this schedule.

**18.4** In connection with providing the Service, the Supplier collects and processes information from the Supplier's software or the systems hosting the Service, and from the Customer's systems, applications and devices that are used to access and use the Service. That information is processed to facilitate delivery of the Service, including but not limited to (i) tracking entitlements, (ii) providing support, (iii) monitoring and ensuring the performance, integrity, and stability of the Service infrastructure, and (iv) preventing or addressing service or technical issues. To the extent that any of this data is considered Customer Personal Data under applicable data protection laws, the data will be treated in accordance with the Supplier's Privacy Notice available at: [https://www.fortinet.com/content/dam/fortinet/assets/data-sheets/Fortinet\\_Data\\_Privacy\\_Practices.pdf](https://www.fortinet.com/content/dam/fortinet/assets/data-sheets/Fortinet_Data_Privacy_Practices.pdf)

### 19. TYPES OF PERSONAL DATA AND CATEGORIES OF DATA SUBJECTS

**19.1** The types of Customer Personal Data Processed by BT or its Sub-Processors or the Customer will be:

- 19.1.1** website or IP address;
- 19.1.2** name;
- 19.1.3** address;
- 19.1.4** telephone number;
- 19.1.5** email address;
- 19.1.6** job title;
- 19.1.7** company name;
- 19.1.8** contact records;
- 19.1.9** usage records (internet or router logs and traffic data);
- 19.1.10** MAC address;
- 19.1.11** identity management – User profiles; and
- 19.1.12** online activity logs.

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



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

19.3 These lists are not exhaustive as the Customer will specify what Customer Personal Data is processed.

## Section H – Defined Terms and Abbreviations

For the purposes of this Service Schedule the following defined terms and abbreviations shall have the meaning ascribed to them:

**“Acceptable Use Policy”** or **“AUP”** has the meaning given to it in Section C.

**“Agreement”** means the agreement by and between BT and the Customer that comprises this Schedule, the Governing Agreement, any annex and each Order.

**“Applicable Law”** has the meaning set out in the Governing Agreement.

**“Application”** means a programme or software.

**“BT”** means the BT group entity set out in the Order or Governing Agreement.

**“BT Network”** means the communications network owned or leased by BT and used to provide the Service.

**“Business Day”** means generally accepted working days at the locality of the Site, excluding any national or bank holidays.

**“Business Hours”** means between the hours of 0800 and 1700 in a business day at the locality of the specific Site.

**“Charges”** mean the fees and charges payable by the Customer in relation to the Service as set out in the Order.

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

**“Customer”** means the customer entity set out in the Order or Governing Agreement.

**“Customer Committed Date”** means the date provided by BT on which delivery of the Service is due to start.

**“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 individual’s privacy that apply as a result of the provision or receipt of the Service including but not limited to the GDPR.

**“Enabling Service”** has the meaning given to it in Part B.

**“FAZ”** means Forti Analyzer which is a single or a multi-tenant BT cloud-based monitoring portal.

**“FMG”** means Forti Manager which is a single or a multi-tenant BT cloud-based management configuration.

**“FortiSASE”** means the Secure Access Service Edge features or services delivered by the Supplier that are managed by BT in conjunction with FortiSASE PoPs and license(s).

**“FortiSASE PoPs”** means cloud-based points of presence that are owned by the Supplier.

**“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 as applicable to the Processing).

**“Governing Agreement”** is the master agreement that governs this Schedule and is referenced in the Order or included as part of the Agreement.

**“Incident”** means any unplanned interruption to, or a reduction in the quality of, the Service or particular element of the Services.

**“MPLS”** means multi-protocol labeling switching technology.

**“Operational Service Date”** means the date that the Service is first made available to the Customer.

**“Order”** means an order or part of an order given by the Customer and accepted by BT under this Agreement for one or more Services.

**“Planned Maintenance”** means scheduled maintenance that is planned in advance.



**“Portal”** means a secure post-sales portal made available by BT, available all day, every day via the internet.

**“Protective Monitoring Service”** or **“PMS”** means the process of monitoring activity on a network, with a view to identifying potentially malicious behaviours.

**“SASE License(s)”** means the SASE licence that is provided by the Supplier.

**“Service Management Boundary”** has the meaning given to it in Part B.

**“Service Management Schedule”** means the Schedule setting out the terms relating to BT's provision of service management as provided to the Customer with the Order.

**“Simple Service Request”** means a request to modify the Service issued by the Customer to BT that has an impact on the configuration of the Service.

**“Site”** means the physical Customer site to which the Services will be provided. Such Site may be Customer or third party owned.

**“Sub-Processor”** means a BT affiliate or BT's supplier or subcontractor that BT engages to Process Customer Personal Data for the purposes of this Agreement.

**“Subscription Term”** means the minimum service term (beginning on the Operational Service Date) during which the Service will be provided by BT as set out in the Order. It may also be referred to as the Minimum Period of Service.

**“Supplier”** means Fortinet Inc., 899 Kiffer Road, Sunnyvale, California 94086, United States of America.

**“Trojans”** are programs that claim to perform one function but actually do another, typically malicious.

**“User”** means any person who is permitted by the Customer to use or access a Service.