



Conditions for BT TrustWise

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Conditions for BT TrustWise

1. INTERPRETATION

In this Contract:

Administrator	means a person appointed by the Customer who will perform Registration Authority duties on behalf of the Customer.
BT	means British Telecommunications plc of 81 Newgate Street, London, EC1A 7AJ registered in England No. 1800000.
BT CPS	means the BT Certificate Practice Statement, which is a statement of the practices and procedures which BT uses to manage and operate the BT TrustWise Public Certification Services, as amended from time to time by BT.
BT Equipment	means equipment placed on a Site for the provision of the Service.
BT Group Company	means a BT subsidiary or holding company, or a subsidiary of that holding company, all as defined by Section 736 of the Companies Act 1985 as amended by the Companies Act 1989.
Certificate	means electronic data by which e-mails and other electronic data may be encrypted in a manner which; (i) verifies the identity of the person applying the electronic data and the integrity of the email or other electronic data since its encryption; (ii) contains the Customer's Public Key; (iii) specifies the operational period and serial number of the Certificate; (iv) identifies the issuer of the Certificate; and (v) validates information from the issuer of the Certificate.
Charges List	means a list of charges for the Service, copies of which can be obtained from "BT TrustWise, P.O. Box 641, Cardiff, CF1 1YL" (or any alternative address which BT notifies to the Customer at any time) and details of which BT also publishes on-line.
Compromise	means a violation or suspected violation of BT's or the Customer's security policy designed to prevent unauthorised disclosure of, or loss of control over, sensitive information pertaining to Private Keys or Public Keys.
Contract	means the Service Schedule(s), these Conditions, the Charges List, the Enrolment Form, and the Order Form (other than the Enrolment Form), which in the event of conflict rank in the order of precedence set out herein.
Control Centre	means a set of tools and facilities to manage or enhance the Service which is accessed via web pages hosted by BT to enable the Customer's Administrator(s) to manage and monitor the Service.
Customer	means the person so named on the Order Form or Enrolment Form during the on-line enrolment process, and anyone reasonably appearing to BT to be acting with that person's authority or permission.
Customer Data	means information about the Customer, Administrator, System Administrator or End User, which may include personal data subject to laws or regulations, provided by the Customer on the Order Form or Enrolment Form.
Digital Signature	means a transformation of an email or other electronic data so that the person accessing or reading the transformation can accurately determine whether the transformation was produced using the Private Key that corresponds to the signer's Public Key, and whether the email or other electronic data has been tampered with in any way since the transformation was made.

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Domain Name	means a name registered with an Internet registration authority for use as part of the Customer's URL.
End User	means the End User described in the applicable Service Schedule.
Enrolment Form	means a document (which may be in electronic form) containing information relating to the Customer and the Customer's requirements.
Firewall	means a device which provides data content, checking and communications monitoring and limits access into and out of the Customer's network.
Helpdesk	means the helpdesk facility provided by BT to handle enquiries and administration for the Service.
Internet	means the global data network comprising interconnected networks using the TCP/IP protocol suite.
LAN	means local area network.
Minimum Period	means the period specified in the Service Schedule applicable to the Service provided under this Contract.
Operational Service Date	means the date as specified in the Service Schedule(s), or the earlier of (i) the date when the Service is first made available to the Customer or (ii) the date when the Customer first starts to use the Service or (iii) the date when the Customer completes the on-line ordering and registration process.
Order Form	means an order for the Service using an Enrolment Form or other order process.
Period	means the period specified in the Service Schedule applicable to the Service provided under this Contract.
PIN	means a personal identification alpha-numeric code.
Private Key	means a mathematical key (kept secret by the Customer, Administrator or End User) which interfaces with the matched Public Key and which may be used to: (i) create a Digital Signature; (ii) encrypt and decrypt files or messages and (iii) provide proof of identity to access secure web sites.
Proxy Server	means a security device which may add additional routing functionality and which is located between the Customer's LAN and the Internet.
Public Key	means a mathematical key that can be made publicly available. A Public Key may be used to verify signatures created with its corresponding Private Key. Depending on the algorithm used to create the Public and matched Private Key(s), the Public Key of the intended recipient may also be used to encrypt messages or files which can then be decrypted with its corresponding Private Key.
Registration Authority	means a person or a function empowered in accordance with the Service Schedule(s) to carry out authentication of information on the Enrolment Form.
Repository	means a database, accessible on-line, containing Certificates, Public Keys, Customer Data and other information relating to the Service.
Service	means the service(s) or, where appropriate, part of the service described in the Service Schedule(s) to this Contract and known as BT TrustWise.
Service Schedule	means the Service Schedule(s) attached to these Conditions.

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Site	means a place at which BT agrees to provide the Service.
Software	means any software provided by BT to enable the Customer to access or use the Service.
System Administrator	means a named individual appointed by the Customer to be the point of contact with BT for technical and system-related matters pertaining to the provision of the Service.
Third Party Data	means data, information or any other materials (in whatever form) not owned or generated by or on behalf of the Customer.
URL	means a uniform resource locator, which is the full address for a web site.

2. DURATION

This Contract begins on the date that the Order Form (if any) is signed by both parties or, if earlier, from the day that the Customer completes the on-line ordering/registration process (which incorporates these Conditions) and the registration is accepted by BT and will continue until terminated in accordance with this Contract.

3. PROVISION OF THE SERVICE

- 3.1 BT will provide the Customer with the Service on the terms of this Contract. BT reserves the right, at its sole discretion, to refuse to provide the Service if it is unable to validate the Customer Data provided on the Order Form or Enrolment Form to BT's satisfaction (to be determined in BT's absolute discretion).
- 3.2 BT will use reasonable endeavours to provide the Service by the date (if any) agreed with the Customer but all dates are estimates and BT has no liability for any failure to meet any date, unless the applicable Service Schedule says otherwise. All dates are subject to the Customer providing complete, accurate information and payment details on the Order Form or Enrolment Form and subject to the Customer responding promptly to administrative requests from BT.
- 3.3 BT will provide the Service with the reasonable skill and care of a competent telecommunications service provider. The Customer acknowledges that once any Certificate has been issued, BT shall have no continuing duty to monitor or otherwise investigate the accuracy of the information contained in that Certificate, unless BT is notified in accordance with paragraphs 7.3, 7.4 and 7.7, of changes in the Customer Data.
- 3.4 It is technically impracticable to provide a fault free Service and BT does not undertake to do so. BT will however repair any reported faults as soon as it reasonably can.
- 3.5 Occasionally BT may:
- (a) for operational reasons change the technical specification of the Service, and/or the codes or numbers used by BT for the provision of the Service to the Customer, provided that any change to the technical specification does not materially affect the performance of the Service; or
 - (b) suspend the Service for operational reasons such as repair, maintenance or improvement of the Service or because of an emergency; or
 - (c) give the Customer instructions which it believes are necessary for reasons of health, safety or the quality of the Service to the Customer, users of the Service or customers generally.

Before doing so BT will give the Customer as much notice as possible and whenever practicable will agree with the Customer when the Service will be suspended. BT will restore the Service as soon as it reasonably can after suspension.

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- 3.6 With the exception of the BT Equipment and the Software (if any), the Customer is responsible for providing suitable computer hardware, software and telecommunications equipment and services necessary to access and use the Service. This Contract does not include the provision of telecommunications service (including without limitation access to the Internet) necessary to connect to the Service.
- 3.7 The Customer is responsible for the acts and omissions of all employees, officers, agents, representatives, contractors as well as any Administrator(s), System Administrator(s) and End User(s) in connection with the Service. The Customer is liable for any failure by any such persons to perform or observe these Conditions, including any instructions issued under paragraphs 3.5 and 5.1.
- 3.8 By providing a Certificate for the Customer, BT promises solely to the Customer that so long as the Certificate has not expired or been revoked:
- (a) there are no misrepresentations of fact known to BT in the Certificate;
 - (b) there are no data transcription errors in the Certificate relating to the information supplied by the Customer when enrolling for the Service; and
 - (c) the Certificate meets all BT material requirements set out in this Contract.
- 3.9 BT will:
- (a) revoke a Certificate if BT has been notified in accordance with this Contract of a Compromise of the Customer's Private Key, a procedural discrepancy in the issuance of the Certificate or if the Customer has requested such revocation in accordance with this Contract;
 - (b) notify the Customer of any facts known to BT that materially affect the validity and reliability of a Certificate issued to the Customer;
 - (c) maintain a list of Certificates which have been revoked and will make entries in this list available in the Repository for a maximum period of 5 years from revocation or expiry; and
 - (d) make a copy of a Certificate available on the Repository on the Operational Service Date of that Certificate for a maximum period of 5 years from revocation or expiry.

4. BT EQUIPMENT

- 4.1 The Customer will, at its own expense, to enable the installation and use of the BT Equipment, where applicable;
- (a) obtain all necessary consents including consents for any necessary alterations to buildings;
 - (b) provide a suitable environment, accommodation, and foundations, including all necessary trunking, conduits and cable trays in accordance with the relevant installation standards;
 - (c) take up or remove, any fitted or fixed floor coverings, ceiling tiles, suspended ceiling and partition covers, as BT advises are necessary, and carry out afterwards any making good or decorator's work required; and
 - (d) provide any electricity and connection points required by BT.

All preliminaries must be completed in advance of any installation work.

- 4.2 The Customer is responsible for the BT Equipment and must not add to, modify or in any way interfere with the BT Equipment, nor allow anyone else (other than someone authorised by BT) to do so. The Customer will be liable to BT for any loss of or damage to the BT Equipment, except where such loss or damage is due to fair wear and tear or is caused by BT, or anyone acting on BT's behalf.

- 4.3 The BT Equipment will be located at the relevant Site and remain the property of BT at all times.

5. CONNECTION OF EQUIPMENT TO THE SERVICE

Conditions for BT TrustWise

5.1 The Customer, except where the BT Equipment is installed by BT, must ensure that any equipment connected to or used with the Service must be connected and used in accordance with any instructions, safety or security procedures applicable to the use of that equipment.

5.2 The Customer must ensure that any equipment (other than BT Equipment) which is attached (directly or indirectly) to the Service or BT Equipment is technically compatible with the Service and the BT Equipment and approved for that purpose under any relevant legislation.

6. ACCESS AND SITE REGULATIONS

6.1 To enable BT to carry out its obligations under this Contract the Customer will provide BT employees, and anyone acting on BT's behalf, who produces a valid identity card, with access to any Site or any other premises outside BT's control at all reasonable times.

6.2 BT employees and anyone acting on BT's behalf will observe the Customer's reasonable Site regulations as previously advised in writing to BT. In the event of any conflict between the Site regulations and this Contract, this Contract will prevail.

6.3 The Customer will provide a suitable and safe working environment for BT employees and anyone acting on BT's behalf.

7. SECURITY

7.1 The Customer is responsible for the security and proper use of all PINs, Private Keys and passwords used in connection with the Service (including changing passwords on a regular basis or as indicated by BT) and must take all necessary steps to ensure that they are kept confidential, secure, used properly and not disclosed to unauthorised people.

7.2 The Customer is solely responsible for the generation of its own Private Key(s), including Private Key(s) to be used by the Customer, Administrator(s) or End User(s), and will at all times use a trustworthy system and take reasonable precautions to prevent the Compromise, loss, disclosure, modification, or unauthorised use of any Private Key. The Customer is responsible for the secrecy of all Private Keys used in connection with the Service and must at all times ensure that they are protected by use of encryption software or hardware tokens or otherwise as indicated by BT in the applicable Service Schedule.

7.3 The Customer must immediately inform BT if there is any reason to believe that a PIN, Private Key or password has, or is likely to become known to someone not authorised to use it, or is being, or is likely to be used in an unauthorised way.

7.4 The Customer must not modify or attempt to modify a PIN, a Private Key or a Public Key. If a Customer forgets or loses a PIN or a password the Customer must contact BT and satisfy such security checks as BT may operate. If the Customer notifies BT that it has lost a Private Key, BT will revoke the Certificate(s) associated with that Private Key.

7.5 BT reserves the right to revoke the Customer's Certificate if at any time BT has reasonable grounds to believe that there has been, there is or there is likely to be a loss or Compromise of the Customer's PIN, Private Key, or a password relating to that Certificate.

7.6 BT reserves the right (at its sole discretion) to require the Customer to change any or all of the passwords used by the Customer in connection with the Service.

7.7 The Customer must immediately inform BT of any changes to the Customer Data supplied when enrolling for the Service.

8. USE OF THE SERVICE

8.1 It is the Customer's responsibility to obtain and keep in force any licence necessary for the Customer to use the Service in any country in which it is provided.

8.2 The Customer shall only access the Service through Software or otherwise as permitted by BT and shall not attempt at any time to circumvent the system security or access the source software or compiled code.

Conditions for BT TrustWise

- 8.3 The Customer is responsible, at it's own expense, for the provision of all equipment, internet access and all other functionalities and features required for use of the Service.
- 8.4 The Service is provided solely for the Customer's own use (including use by Administrator(s), Systems Administrator(s) and End User(s)) and the Customer will not resell or attempt to resell the Service (or any part or facility of it) to any third party.
- 8.5 The Customer is solely responsible for any transactions of any kind entered into between the Customer and any third party accessing or acting in reliance on the Service. BT will not be a party to or in anyway responsible for any transaction between the Customer and any third party.
- 8.6 The Customer warrants that all Customer Data is and will remain accurate, and will not include any information or material, any part of which, or the accessing of which, or the use of which, would be a criminal offence or otherwise unlawful. In particular the Customer warrants that all necessary licences and consents (including but not limited to, those from owners of copyrights or performing rights) have been obtained.
- 8.7 The Customer warrants that it will comply with all consumer and other legislation, instructions or guidelines issued by regulatory authorities, relevant licences and any other codes of practice which apply to the Customer or BT and which relate to the provision of Customer Data provided that BT has given notice to the Customer of those which apply to BT.
- 8.8 The Service must not be used in a way that:
- (a) does not comply with the terms of any legislation or any licence applicable to the Customer or that is in any way unlawful; or
 - (b) does not comply with any instructions given by BT under paragraphs 3.5(c) and 5.1.
- 8.9 The Service must not be used:
- (a) to send, upload, download, use or re-use of any information or material which is offensive, abusive, indecent, defamatory, obscene or menacing, or in breach of confidence, copyright, privacy or any other rights; or
 - (b) to cause annoyance, inconvenience or needless anxiety; or
 - (c) to send or provide unsolicited advertising or promotional material, or knowingly to receive responses to any unsolicited advertising or promotional material sent or provided using the Service by any third party.
- 8.10 The Customer must not use a Domain Name or URL which infringes the rights of any person in a corresponding trade mark or name.
- 8.11 If the Customer or anyone else, with or without the Customer's knowledge or approval, uses:
- (a) the Service in contravention of paragraphs 8.1, 8.2, 8.4 to 8.11 inclusive; or
 - (b) the server capacity or the Software made available to it in any way which, in BT's opinion, is, or is likely to be, detrimental to the provision of the Service to the Customer or any other customer and fails to take corrective action within a reasonable period of receiving notice from BT;

BT may treat the contravention as a breach of this Contract for the purposes of paragraph 19. In such an event, BT may, without notice, revoke the Customer's Certificate.

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8.12 The Customer must indemnify BT against any claims or legal proceedings which are brought or threatened against BT by a third party because:

- (a) the Service is used in breach of the provisions of this Contract; or
- (b) the Service is faulty or cannot be used by that third party.

BT will notify the Customer of any such claims or proceedings and keep the Customer informed as to the progress of such claims or proceedings.

8.13 The Customer must not create a Private Key which is identical or substantially identical to a Public Key.

8.14 Upon expiration or revocation of a Certificate, or on the Customer becoming aware of a Compromise of the Certificate if sooner, the Customer will only use a Certificate in respect of communications transmitted before such expiration, revocation or Compromise of the Certificate. The Customer's obligations under paragraph 7 shall continue throughout any period after revocation until the expiry of a Certificate.

9. INTERNET

Parts of the Service are delivered via the Internet. The Internet is separate from the Service and BT, and use of the Internet is solely at the Customer's risk and subject to all applicable laws. BT has no responsibility for any information, software, services (other than those parts of the Service delivered via the Internet) or other materials obtained by the Customer using the Internet. The Customer accepts that the performance or non-performance of the Internet are part of the functionalities and features required by paragraph 8.3.

10. DOMAIN NAME

10.1 The Customer warrants that it is the owner of, or that it is duly authorised by the owner of, any trade mark or name that it wishes to use in a Domain Name and use as part of a URL in connection with the Service.

10.2 BT reserves the right to require the Customer to select a replacement Domain Name or URL and may either refuse to provide or may suspend Service if, in BT's opinion, there are reasonable grounds for BT to believe that the Domain Name or URL is, or is likely to be, offensive, abusive, defamatory or obscene or in breach of the provisions of paragraph 8.10. On satisfaction of BT's reasonable requirements, including provision of a suitable substitute Domain Name or URL and payment of any outstanding and further applicable charges, BT will provide a new Certificate.

11. INTELLECTUAL PROPERTY RIGHTS

11.1 Where Software is provided to enable the Customer to use the Service, BT grants the Customer a non-exclusive, non-transferable licence to use the Software.

11.2 The Customer will not, without BT's prior written consent, copy or (except as permitted by law) decompile or modify the Software, nor copy the manuals or documentation.

11.3 The Customer will sign any agreement reasonably required by the owner of the copyright in the Software to protect the owner's interest in that software.

11.4 BT may offer updates or modifications to the Software or documentation. Any applicable charges for such updates or modifications will be notified to the Customer at the time BT offers such updates or modifications.

11.5 Unless otherwise provided, the parties agree that:

- (a) Certificates, the Software, BT Public Keys, and BT Private Keys are the property of BT or its licensors; and
- (b) The Customer's Public Keys and the Customer's Private Key are the property of the Customer.

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11.6 The Customer agrees not to make any misrepresentation concerning the nature, features, functionality, capabilities, validity, reliability or the reliance that may be placed on any Certificate, the BT TrustWise Service generally, or the Customer's relationship with BT.

11.7 The Customer agrees not to use the BT name, brand, or logo in any way except with BT's prior written consent.

12. LAN ACCESS & SERVER CONFIGURATION

12.1 If the Customer accesses the Service via a LAN, the Customer is responsible for:

- (a) providing and maintaining a suitable LAN and Internet protocol ("IP") router capable of interfacing satisfactorily with the Service;
- (b) configuration of the IP router, and where present, the Customer's Proxy Server or the Customer's Firewall; and
- (c) the appointment of a System Administrator.

The Customer acknowledges that BT is not responsible for providing any support, whether technical or otherwise, to the Customer's server configuration or LAN except as described in the applicable Service Schedule(s).

12.2 Where IP addresses, Domain Names and URL's are allocated to the Customer, these are for use in connection only with the Service and all rights to those IP addresses, Domain Names and URL's and trade marks and names supplied by BT belong to BT. The Customer cannot sell them or agree to transfer them to anyone else and must not try to do so. If this Contract is terminated for whatever reason, all licences in relation to IP addresses, Domain Names, URL's, trade marks and names supplied by BT are immediately revoked.

13. CONFIDENTIALITY

13.1 The parties will keep in confidence any information (whether written or oral) of a confidential nature (including software and manuals) obtained under this Contract and will not disclose that information to any person (other than their employees or professional advisers, or in the case of BT the employees of a BT Group Company who need to know the information) without the written consent of the other party.

13.2 The Customer acknowledges that Customer Data provided on the Order Form or Enrolment Form may be embedded in the Customer's Certificate(s) and held in the Repository. The Customer consents to the disclosure of such Customer Data in the Customer's Certificate(s) and the Repository.

13.3 The Customer acknowledges that in order to provide the Service, BT or its agents must examine, evaluate, and otherwise process the Customer Data, and that BT may choose or be required to send such Customer Data outside the European Economic Area for processing. The Customer grants BT permission to process or permit others (wherever located) to process the Customer Data in a manner BT considers reasonably necessary for the provision of the Service.

13.4 This paragraph 13 will not apply to:

- (a) any information which has been published other than through a breach of this Contract;
- (b) information lawfully in the possession of the recipient before the disclosure under this Contract took place;
- (c) information obtained from a third party who is free to disclose it;
- (d) information which is independently developed; and
- (e) information which a party is requested to disclose and if it did not could be required by law to do so.

13.5 This paragraph 13 will remain in effect for 5 years after the termination of this Contract.

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14. CHARGES & DEPOSITS

- 14.1 The charges for the Service will be calculated in accordance with the Charges List. Charging will begin on the Operational Service Date or otherwise as set out in the applicable Service Schedule(s). Charges for the use of the Service will be calculated in accordance with the details recorded by, or on behalf of, BT.
- 14.2 BT may revise the charges on 28 days notice to the Customer or such other period as is stated in the Charges List.
- 14.3 The Customer will pay the charges within 28 days of the date of BT's invoice. BT may charge daily interest on late payments at a rate equal to 4 % per annum above the base lending rate of HSBC Bank plc.
- 14.4 All charges will be invoiced and paid in pounds sterling unless otherwise stated in the Charges List. Value Added Tax or any other applicable in country sales or use tax or like charge in a country where the Service is provided which is payable by the Customer will be added to BT's invoices as appropriate.
- 14.5 The Customer acknowledges that the Customer may be subject to BT's credit vetting procedures and that BT may, at any time, require the Customer to pay a deposit or provide a guarantee as security for payment of future bills.

15. LIMITATION OF LIABILITY

- 15.1 BT accepts unlimited liability for death or personal injury resulting from its negligence and paragraphs 15.2 and 15.3 do not apply to such liability.
- 15.2 BT is not liable to the Customer, either in contract, tort (including negligence) or otherwise for direct or indirect loss of profits, business or anticipated savings, nor for any indirect or consequential loss or damage or for any destruction of data.
- 15.3 BT's liability to the Customer in contract, tort (including negligence) or otherwise in relation to this Contract is limited to £750,000 for any one incident or series of related incidents and to £1,500,000 for all incidents in any period of 12 months.
- 15.4 BT is not liable to the Customer either in contract, tort (including negligence) or otherwise for the acts or omissions of other providers of telecommunications or Internet services (including domain name registration authorities) or for faults in or failures of their equipment.
- 15.5 The liability limits set out in paragraph 15.3 govern all of the Customer's uses of the Service(s), including without limitation the Customer's reliance on Certificates issued to third parties.
- 15.6 Each provision of this Contract, excluding or limiting liability, operates separately. If any part is held by a court to be unreasonable or inapplicable, the other parts shall continue to apply.

16. MATTERS BEYOND EITHER PARTIES' REASONABLE CONTROL

- 16.1 If either party is unable to perform any obligation under this Contract because of a matter beyond that party's reasonable control such as lightning, flood, exceptionally severe weather, fire, explosion, war, civil disorder, industrial disputes (whether or not involving employees of either party) or acts of local or central Government or other competent authorities, or events beyond the reasonable control of suppliers to either party, that party will have no liability to the other for that failure to perform.
- 16.2 If BT is prevented by restrictions of a legal or regulatory nature from supplying the Service, BT will have no liability to the Customer for failure to supply the Service.
- 16.3 If any of the events detailed in paragraphs 16.1 or 16.2 continue for more than 3 months either party may serve notice on the other terminating this Contract.

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17. CANCELLATION

The Customer may cancel the Service at any time before the Operational Service Date or the commencement of the Minimum Period, whichever is later. If the Customer cancels the Service, the Customer must pay BT for any work done or money spent in getting ready to provide the Service. BT will take reasonable steps to mitigate the amount of such costs.

18. TERMINATION OF THIS CONTRACT BY NOTICE

18.1 Either party may terminate this Contract or any Service Schedule(s) on 28 days' notice to the other. On expiry of such notice from the Customer or on termination by BT under this paragraph 18.1, BT will revoke any Certificate(s) issued to the Customer under this Contract or the relevant Service Schedule as appropriate.

18.2 If the Customer terminates this Contract or any Service Schedule (other than because BT has increased the charges payable for the Service or has materially changed the Conditions of this Contract to the Customer's detriment), the Customer must pay BT the charges due, if any, for the unexpired part of this Contract or the Service Schedule as appropriate.

19. BREACHES OF THIS CONTRACT

19.1 Either party may terminate any Service Schedule to this Contract without notice, if the other:

- (a) commits a material breach of the terms of the relevant Service Schedule(s) or these Conditions, which is capable of remedy, and fails to remedy the breach within a reasonable time of a written notice to do so; or
- (b) commits a material breach of the relevant Service Schedule or these Conditions where relevant which cannot be remedied; or
- (c) is repeatedly in breach of the relevant Service Schedule or these Conditions.

19.2 If any of the events detailed in paragraph 19.1 occur because of the Customer, BT may revoke the Customer's Certificate(s) without prejudice to its right to terminate this Contract. Where a Certificate is revoked under this paragraph, the Customer must continue to abide by the terms of this Contract.

19.3 Either Party may terminate this Contract without notice if the other is the subject of a bankruptcy order, or becomes insolvent, or makes any arrangement or composition with or assignment for the benefit of its creditors, or if it goes into either voluntary (otherwise than for reconstruction or amalgamation) or compulsory liquidation, or a receiver or administrator is appointed over its assets.

19.4 If a Service Schedule(s) or this Contract is terminated by BT in accordance with this paragraph 19, the Customer must pay the charges due, if any, for the unexpired part of this Contract or the Service Schedule as appropriate.

19.5 If either party delays in acting upon a breach of this Contract that delay will not be regarded as a waiver of that breach. If either party waives a breach of this Contract that waiver is limited to that particular breach.

19.6 Unless otherwise agreed in writing by BT and the Customer, this Contract will immediately terminate upon the expiry or termination of all Service Schedule(s).

19.7 The expiry or sooner termination of this Contract is without prejudice to all rights accrued to either party at the date of termination in connection with this Contract.

20. CHANGES TO THIS CONTRACT

20.1 Service:

If the Customer asks BT to make any change to the Service BT may ask the Customer to confirm the request in writing. If BT agrees to a change, this Contract will be amended from the date when BT confirms the change in writing to the Customer.

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- 20.2 Conditions:
BT can change the Conditions of this Contract (including the charges) at any time on 28 days notice to the Customer.

21. EXPORT CONTROL

- 21.1 Delivery of the Service to the Customer may be subject to the United States of America export control laws and regulations or the laws and regulations of another country. BT does not represent that any necessary approvals and licences will be granted. The Customer will provide reasonable assistance to BT to obtain any necessary consents. If, through no fault of BT, any necessary consents are not granted, then BT can terminate this Contract and revoke the Customer's Certificate(s) (as appropriate) without any liability to the Customer.
- 21.2 The Customer agrees to comply with any applicable export or re-export laws and regulations of any country, including obtaining written authority from the US Government if the Customer intends at any time to re-export any items of US origin to any proscribed destination.
- 21.3 For US Government personnel using the Service in the United Kingdom, US Government restricted rights will apply.

22. ASSIGNMENT

Neither party may assign or transfer any of its rights or obligations under this Contract, without the written consent of the other, except that BT may assign its rights or obligations (or both) to a BT Group Company without consent.

23. ENTIRE AGREEMENT

- 23.1 This Contract contains the whole agreement between the parties and supersedes all previous written or oral agreements relating to its subject matter.
- 23.2 The parties acknowledge and agree that:
- (a) they have not been induced to enter into this Contract by any representation, warranty or other assurance not expressly incorporated into it; and
 - (b) in connection with this Contract their only rights and remedies in relation to any representation, warranty or other assurance are for breach of this Contract and that all other rights and remedies are excluded, except in the case of fraud.

24. NOTICES

Subject to paragraph 3.5 notices given under this Contract must be in writing and delivered by hand, or sent by prepaid post, facsimile, or electronic mail as follows:

- (a) to BT at: British Telecommunications plc, Attention: BT *TrustWise*, P.O. Box 641, Cardiff CF1 1YL; facsimile number 0870 608 3838; email address support@trustwise.com or any alternative contact point that BT notifies to the Customer; and
- (b) to the Customer at the address to which the Customer asks BT to send bills, the address of the Customer's premises, or if the Customer is a limited company its registered office; or to any alternative contact point that the Customer notifies to BT.

25. LAW

This Contract is governed by the laws of England and Wales, and is subject to the exclusive jurisdiction of the courts of England and Wales.



Conditions for BT Trust Services Conditions for Sale of Hardware for use with BT Trust Services Service Schedule

The provisions of this Service Schedule are in addition to the Conditions for BT Trust Services and form part of this Contract.

1 INTERPRETATION

“**Equipment**” means hardware sold by BT to the Customer under this Contract including any Software and documentation.

“**Site**” means the place where the Equipment will be delivered or installed.

2 GENERAL

2.1 This Contract cannot be varied without the written agreement of the parties, save that BT may make minor changes to the specification of the Equipment which do not impair its performance.

2.2 Any warranty, statement or promise regarding the Equipment is only valid if given in writing by BT.

2.3 Unless the Customer relies on BT's written advice, the Customer is responsible for ensuring that the Equipment is suitable for its needs.

3 DELIVERY, INSTALLATION AND ACCEPTANCE

3.1 BT will use reasonable endeavours to provide the Equipment by the date agreed with the Customer but all dates are estimates and BT has no liability for any failure to meet any date.

3.2 Acceptance of the Equipment by the Customer will take place when the Customer takes delivery or possession of the Equipment.

3.3 Acceptance will not be prevented by minor faults that do not impair the Equipment's performance, but BT will fix any minor faults within a reasonable time.

3.4 If the Customer delays or prevents the delivery of the Equipment, BT may apply reasonable additional charges for any costs that it incurs. BT may also claim a reasonable extension to any delivery or ready for use date agreed under paragraph 3.1. If any additional charges are payable, BT will inform the Customer in writing.

4 RISK AND OWNERSHIP

4.1 Risk passes to the Customer at the time of delivery, but the Customer will not be liable for any loss or damage to the extent that it is caused by BT's negligence.

4.2 Ownership of the Equipment, excluding the software, will pass to the Customer on payment of the Contract price in full.

4.3 Until payment in full:

(a) the Equipment will appear in the Customer's books in the name of BT; and

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- (b) in the event of threatened seizure of the Equipment, or if any of the things listed in paragraph 19.3 of the Conditions for BT Trust Services apply to the Customer, the Customer will immediately notify BT and BT may take action to repossess the Equipment. The Customer will also notify interested third parties of BT's ownership of the Equipment.

5 GUARANTEE

- 5.1 BT guarantees the Equipment for 12 months (or any other period confirmed in writing by BT) from the date of acceptance.
- 5.2 If the Customer reports a fault during the guarantee period and the fault is due to faulty design, manufacture, materials or BT's negligence, BT will replace or (at its option) repair the Equipment provided that:
 - (a) the Equipment has been properly kept and maintained, used in accordance with the manufacturer's or BT's instructions and has not been modified except with BT's written agreement; and
 - (b) the fault is not due to damage (including lightning and electrical damage) or the actions of anyone other than BT.
- 5.3 This guarantee does not cover fair wear and tear.
- 5.4 The Customer must return the Equipment to BT if it needs repair or replacement under guarantee.
- 5.5 BT does not guarantee that any Software supplied will be error free, but BT will correct errors within a reasonable time if they impair performance of the Equipment.
- 5.6 If BT visits the Site in response to a fault report and no fault is found, or the fault is not covered by the guarantee, BT may charge the Customer at the rate shown in the BT Price List.

6 SOFTWARE AND DOCUMENTS

- 6.1 BT grants the Customer a non-exclusive, non-transferable licence to use the Software for that purpose of using the Equipment.
- 6.2 The Customer will keep the software and any operating manuals and other documentation supplied under the Contract confidential, and will not disclose them other than to its employees, agents or contractors who need to use them to operate the Equipment. The Customer will ensure that such employees, agents and contractors abide by the provisions of this paragraph 6.
- 6.3 The Customer will not, without BT's prior written consent, copy, or (except as permitted by law) decompile or modify the Software in any way, nor copy the operating manuals or documentation.
- 6.4 The Customer will sign any agreement reasonably required by the owner of the copyright in the Software to protect the owner's interest in that Software.

7 INFRINGEMENTS

- 7.1 BT will indemnify the Customer against all claims and proceedings arising from infringement of any intellectual property rights by reason of the Customer's use of the Equipment. As a condition of this indemnity the Customer must:
 - (a) notify BT promptly in writing of any allegation of infringement;
 - (b) make no admission relating to the infringement;

Conditions for BT Trust Services

Conditions for Sale of Hardware for use with BT Trust Services Service Schedule

- (c) allow BT to conduct all negotiations and proceedings and give BT all reasonable assistance in doing so (BT will pay the Customer's reasonable expenses for such assistance); and
- (d) allow BT to modify or replace the Equipment, or any part of it, so as to avoid the infringement, provided that the modification does not materially affect the performance of the Equipment.

7.2 The indemnity in paragraph 7.1 does not apply to infringements caused by the use of the Equipment, in conjunction with other equipment, software or services not supplied by BT, or to infringements occasioned by designs or specifications made by, or on behalf of, the Customer. The Customer will indemnify BT against all claims, proceedings and expenses arising from such infringements.

7.3 The limitations and exclusions of liability contained in paragraph 15 of the Conditions for BT Trust Services do not apply to this paragraph.

8 THIRD PARTY RIGHTS

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.



Conditions for BT Trust Services OnSite Lite IPSec Service Schedule

The provisions of this Service Schedule are in addition to the Conditions for BT Trust Services and form part of this Contract.

1. Interpretation

“**Administrator Certificate**” means a Certificate provided solely to the Administrator for the purposes of managing the PRA on behalf of the Customer.

“**CA**” means a Certification Authority, which is a function responsible for issuing End User Certificate(s) to End User(s).

“**End User**” means the Customer, or a person who applies via the Customer, and who will use the End User Certificate(s).

“**End User Certificate**” means the Certificate provided to End User(s).

“**End User Page**” means an HTML coded page for the use of the Customer and the Customer’s End User(s).

“**HTML**” means Hypertext Markup Language, which is a set of symbols or codes inserted into a file intended for display on an Internet browser.

“**IA**” means an Issuing Authority, which is the function that performs the task of issuing End User Certificates to End User(s).

“**Minimum Period**” means a period of 365 days from and including the Operational Service Date.

“**OnSite Lite IPSec**” means the Service described in this Service Schedule.

“**Operational Service Date**” means the date that the first Administrator first completes the on-line ordering / registration process.

“**Period**” means the Minimum Period or any subsequent consecutive period of 365 days.

“**PRA**” means a Private Registration Authority, which is a person or function empowered to carry out authentication of End User registration information on behalf of the Customer.

“**Private Hierarchy**” means a single CA or hierarchy of CAs chained up to a common Root Key which belongs to the Customer and is not generally available in the public domain.

“**RA Kit**” means the smart card to store the Administrator Certificate and a smart card reader.

“**Root Key**” means the Public Key of the CA at the top of the Customer’s hierarchy, under which subordinate CAs and/or End User Certificate(s) may be issued.

“**Seat**” means an unexpired, unrevoked End User Certificate held by an individual End User.

2. Service Overview

2.1 Description

OnSite Lite IPSec allows the Customer to become a PRA, and manage End User enrolments for End User Certificate(s) and provides the Customer with a CA under a Private Hierarchy as follows:

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OnSite Lite IPSec Service Schedule

- (a) PRA manages registrations, approves registrations as enrolments, performs authentication and instructs BT to issue End User Certificates to End Users on behalf of the Customer in accordance with the terms of this Service Schedule;
- (b) BT is the IA responsible for issuing End User Certificate(s) in accordance with the Customer's instructions; and
- (d) End User Certificates will contain the Customer's legal name, department or project name, the End User's name (or alias) and e-mail address and such other Customer Data as BT determines at its absolute discretion. This combination of information uniquely identifies the End User Certificate(s).

2.2 Elements of the Service

OnSite Lite IPSec comprises the following components:

- (a) an Administrator Certificate;
- (b) a single RA Kit, where included in the price, provided to the Administrator and any additional RA Kit(s) ordered by the Customer and agreed by BT in writing. Where the RA Kit is not included in the price, separate terms and conditions will apply. The RA Kits needs a power supply (shall be provided by the Customer at its expense) for its operation;
- (c) a CA forming part of the Private Hierarchy for the Customer's exclusive use, under which the Customer in its capacity as a PRA may request BT to issue End User Certificates;
- (d) There will be an End User Page for the purpose of registration of End Users and an End User Page that enables End Users to download the Root Key of OnSite Lite IPSec. These End User Pages will be hosted by BT on a BT web server that is allocated a URL notified from time to time by BT to the Customer. The Customer may make changes to the End User Pages within the boundaries of the functionality provided by the software packages detailed in the on-line Administrator handbook provided by BT as amended from time to time;
- (e) the Helpdesk provides telephone and email support and advice only to the Administrator and not directly to End Users, in the following areas:
 - setting up of, and general configuration issues relating directly to OnSite Lite IPSec components as listed in this paragraph 2.2;
 - assistance during initial and subsequent Administrator enrolment(s) relating directly to components of OnSite Lite IPSec as listed in this paragraph 2.2;
 - assistance with End User registration problems relating directly to components of OnSite Lite IPSec as listed in this paragraph 2.2;
 - any questions regarding the RA Kit;
 - manual revocation of End User Certificates in accordance with instructions given to BT by the Customer;
- (f) use of the Control Centre;
- (g) use of the on-line Administrator handbook as amended from time to time; and
- (h) the issue of End User Certificates on a request made to BT by the Administrator providing it will not exceed the maximum number of Seats that BT has confirmed may be issued during a Period.

2.3 Uses & Restrictions

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OnSite Lite IPSec Service Schedule

- (a) OnSite Lite IPSec allows the Customer to instruct BT to issue End User Certificates to End Users. End User Certificates are trustworthy because prior to issuance of any certificates, BT will have complied with paragraph 5 of this Service Schedule, and the Customer's Administrator(s) will have ensured that End User(s) satisfy specific criteria as to the business relationship with the Customer as described in paragraph 6.2 of this Service Schedule. Within a Private Hierarchy, an End User Certificate may only be used within the Customer's organisational intranet or extranet environment. The Customer may place some restrictions on and alter some elements of the content of End User Certificates via the Control Centre.
- (b) Activation of CA's is not included as part of OnSite Lite IPSec unless otherwise stated in the Charges List.

3. Periods

- 3.1 OnSite Lite IPSec is purchased for the Minimum Period but may be extended for additional Periods, subject to agreement by BT in writing. This Service Schedule will expire at the end of the current Period if no subsequent Period has been agreed in writing by BT.
 - 3.2 The first Administrator Certificate is valid for a Period from and including the Operational Service Date, after which it will expire. If additional Administrator(s) are appointed by the Customer during a Period, their Administrator Certificate(s) will expire at the end of that Period. Where an Administrator Certificate(s) has been revoked pursuant to paragraph 6.1(d) and 6.1(e) a replacement Certificate may be ordered from BT and will expire at the same time as the revoked Administrator Certificate(s) would have expired. On or before expiry of an Administrator Certificate, the Customer may order a renewal Administrator Certificate by completing another Order Form and complying with any additional checks BT may operate to ensure that the Customer's details are correct and up to date. A renewal Administrator Certificate is valid until the end of the next Period of the Period in which it was issued. Administrator Certificates may be revoked before expiry by the earlier of the following: expiry or sooner termination of this Contract, or this Service Schedule, or otherwise in accordance with this Contract.
 - 3.3 An End User Certificate is valid for 365 days, unless otherwise limited by the Administrator at the time of instruction to BT to issue, at the end of which the End User Certificate will expire. An End User Certificate may be revoked in the event of any of the following:
 - (a) instructions given to BT by the End User concerned and the Customer hereby confirms End Users are authorised to give such instructions on behalf of the Customer;
 - (b) instructions given to BT by the Customer; or
 - (c) termination for whatever reason of this Contract or Service Schedule.
 - 3.4 An End User Certificate may be issued at any point within a Period up to the maximum number of Seats ordered by the Customer.
 - 3.5 If BT or the Customer terminates this Contract or this Service Schedule expires or is terminated, Administrator(s) will be unable to carry out PRA responsibilities as described in paragraph 6 of this Service Schedule. In these circumstances, the Customer may, at its discretion, make a reasonable request to BT to revoke all the End User Certificates associated with the Customer's OnSite Lite IPSec.
- ### **4. Enrolment Information and Confirmation**
- 4.1 The Customer must provide the following information when enrolling for OnSite Lite IPSec:
 - (a) the name and contact details of the Customer nominated Administrator and any additional Administrator(s);
 - (b) the Customer's legal name;
 - (c) the Customer's department or project name;
 - (d) the Customer's registered address (including country and post code) and contact details;

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OnSite Lite IPSec Service Schedule

- (e) details of the Customer's billing contact person(s);
- (f) the reference number of the Customer's relevant purchase order (if any) for invoicing purposes;
- (f) a challenge phrase (to later authenticate the Customer to BT);
- (g) proof of the Customer's legal status (to be verified via third-party database checks or comparable alternative measures, at BT's discretion);
- (h) the number of Seats required; and
- (i) sufficient information, as requested by BT, to allow BT to approve the designated Administrator(s) and issue the Administrator Certificate(s).

The Customer may also opt to provide its Dun and Bradstreet D-U-N-S Number to speed processing of the Order Form.

5. Third-Party Confirmation of Customer Information

- 5.1 Upon receipt of the completed Order Form supplied by the Customer, BT or its agent will verify that data with information held in third-party databases, by making appropriate inquiries with those third parties, including at BT's discretion government entities and credit vetting agencies. BT will use a telephone number listed with a third-party database to confirm certain information with the Customer.
- 5.2 If the databases or other applicable resources available to BT or its agents do not contain all the information required, the Customer may be required to provide additional information and proof.
- 5.3 BT will not provide OnSite Lite IPSec to the Customer and this Service Schedule will be terminated if;
 - (a) the Customer fails to provide any information or any further information requested by BT or BT's agent; or
 - (b) if any information is not verified or verifiable to BT's complete satisfaction; or
 - (c) if the Customer fails or refuses to co-operate with BT's efforts to verify the Customer's details.

6. Customer Responsibilities

- 6.1 The Customer must:
 - (a) appoint one or more Administrator(s), who will operate the PRA on behalf of the Customer, provide BT with the Administrator(s) contact details and inform BT immediately of any changes to this Customer Data. For the benefit of End Users, the Customer warrants to BT that the Administrator consents to the publishing of these details as the End User support contact. The Customer also warrants that all Administrators have consented to the holding, processing and disclosing of all personal data of the Administrator in accordance with this Service Schedule;
 - (b) ensure that any Administrator is a trustworthy individual deemed appropriate to perform End User Certificate management duties, including without limitation security administration, human resource or personnel management, and network administration. The Customer must ensure that the Administrator has adequate training in these and any other relevant areas as recommended in the on-line Administrator handbook;
 - (c) require the Administrator to comply fully with the terms of this Contract;
 - (d) appoint a new Administrator and promptly request BT to revoke the original Administrator's Certificate, where that Administrator ceases to have the Customer's authority or fully satisfy paragraph 6.1(b) of this Service Schedule;
 - (e) within 4 hours of the Customer knowing or having reason to believe that there has been a Compromise of an Administrator's Private Key, or an Administrator being no longer entitled to act as an Administrator, the Customer or any other Administrator will request BT to revoke that Administrator Certificate;

Conditions for BT Trust Services OnSite Lite IPSec Service Schedule

- (f) if relevant ensure that an Administrator Certificate and corresponding key pair is promptly erased from the RA Kit within 4 hours of the revocation of that Administrator Certificate;
- (g) provide helpdesk support to End Users who have applied for Certificates via the Customer; and
- (h) notify End Users of revocation of their End User Certificates. This is the sole responsibility of the Customer.

6.2 The Customer acknowledges that by purchasing OnSite Lite IPSec, the Customer agrees to undertake PRA responsibilities which will materially affect the content and use of End User Certificates. PRA responsibilities include the obligation to validate registration and enrolment data submitted by End Users, management of End User Certificates, and to comply with this paragraph 6. In its capacity as an PRA, the Customer must:

- (a) approve or reject requests for End User Certificates, based on the criteria determined by the Customer;
- (b) ensure at a minimum that all End Users are either officers, directors, employees, or (if the Customer is an unincorporated partnership) partners of the Customer; or persons maintaining a prior legal or contractual relationship with the Customer which does not solely relate to the provision of End User Certificates. In both cases the Customer must have business records to demonstrate the relationship with End Users;
- (c) request BT to revoke an End User Certificate in the event that the End User no longer meets the Customer's qualifying criteria (including those matters set out in paragraph 6.2 (b)) to have an End User Certificate. The Customer must obtain authority to act as the End User's agent for this purpose and will produce such authority at BT's request; and
- (d) before the Customer may request BT to issue an End User Certificate in accordance with paragraph 2.2(h), fully comply with paragraphs 6.2(a) and 6.2(b) of this Service Schedule.

6.3 The Customer warrants that the Administrator will:

- (a) comply fully with the terms of this Contract;
- (b) at all times act in a competent and professional manner;
- (c) where applicable, use only RA Kit(s), hardware and software which have from time to time been designated by BT in connection with the Service;
- (d) use the Service (including any hardware, Software, or information provided by BT in relation to the Service) only for its authorised and intended purpose;
- (e) retain at all times personal responsibility for the control of, and not permit unauthorised, unattended or shared access to any information, documentation, Administrator Certificate(s) or software provided to the Customer by BT under this Contract. This includes without limitation the associated Public Key and Private Key pair, or any similarly sensitive information relating to the Service;
- (f) follow guidance on the detailed PRA procedures set out in the on-line Administrator handbook, and BT strongly recommends that the Administrator reads and follows this document;
- (g) act as support in respect of the Customer's End Users; and
- (h) destroy as directed by BT the Administrator Certificate on termination of this Contract.

6.4 The Customer warrants that the Administrator will, in respect of the validation of End User registrations:

- (a) confirm:
 - that the End User requesting an End User Certificate is the person identified on the application;

Conditions for BT Trust Services OnSite Lite IPSec Service Schedule

- that the End User rightfully holds the Private Key corresponding to the Public Key to be listed in the End User Certificate; and
 - that the information provided is accurate;
- (b) confirm the End User's suitability to receive an End User Certificate on the basis of the criteria determined by the Customer;
- (c) request BT to revoke an End User Certificate:
- within 8 hours of the Administrator(s) knowing or having reason to believe that there has been Compromise of the End User's Private Key; or
 - where the End User is no longer entitled to have the End User Certificate (including where paragraph 6.2 (c) is applicable).
- 6.5 In addition to paragraph 8 of the Conditions, the Customer must fully indemnify BT against any claims or legal proceedings which are brought or threatened against BT by an End User or any other third party:
- (a) in relation to any act or omission of the Customer; or
- (b) in connection with any relationship between the Customer and the End User or any other third party.
- 6.6 The Customer acknowledges that End User Certificate(s) and Administrator Certificate(s) are issued by BT on the Customer's instructions and that the contractual relationship with respect to End User Certificates is between the Customer and End User.
- 6.7 The Customer agrees that the information on the Repository will be made publicly available via the Repository or otherwise.
- 6.8 The Customer warrants that they have obtained all rights, consents and permission required from all End Users, for the copying, disclosure, use and transmission of all Customer Data to BT or its agents in accordance with paragraph 13 of the Conditions and paragraph 6.7 of this Service Schedule.