



Conditions for BT TrustWise Service Schedule – OnSite Software Licence

The provisions of this Service Schedule are in addition to any existing Contract between the Customer and BT for OnSite Service. By clicking on the accept button, downloading or using the OnSite Software, the Customer is agreeing to all the terms of this Service Schedule, and to amendment of its existing Contract for OnSite Service by addition of this Service Schedule.

1. INTERPRETATION

CA	means a Certification Authority, which is a function responsible for issuing End User Certificate(s) to End User(s).
CD-ROM	means a compact disc with read only memory, which is a device for storing and retrieving electronic information that can be read using an optical compact disc drive.
Date of Acceptance	means the date that the Customer takes delivery of the CD-ROM or possession of the OnSite Software by downloading it.
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).
OnSite Service	means the OnSite Service, and all associated Services, purchased from BT by the Customer under which the Customer manages a Registration Authority.
OnSite Software	means the Software, which provides management facilities in relation to Certificates.
Software Support	means those services as specified in paragraph 6 of this Service Schedule.

2. PROVISION OF ONSITE SOFTWARE LICENCE AND SUPPORT

2.1 In consideration of £1 by the Customer to BT, BT shall provide the OnSite Software licence and Software Support as specified in paragraphs 3 and 6 below respectively.

3. ONSITE SOFTWARE LICENCE

- 3.1 BT will provide the OnSite Software to the Customer on a CD-ROM or by allowing the Customer to download it from the Control Centre via the Internet.
- 3.2 Customer acknowledges and accepts that its licence rights and other such uses of the OnSite Software are governed by the Conditions for BT TrustWise subject to paragraph 4 below until termination of this Service Schedule.
- 3.3 All rights title and interest in the OnSite Software and/or those created in the provision of Software Support and/or all rights title and interests in any adaptations and anything derived from the OnSite Software shall remain the exclusive property of BT or its licensors as appropriate.

4. USES OF THE ONSITE SOFTWARE

- 4.1 The OnSite Software may only be used in conjunction with any OnSite Service.
- 4.2 The Customer may make copies of the OnSite Software for back up purposes only. The copyright notice(s) that appear in the original programs and/or original media on which the OnSite Software is delivered must be reproduced on all copies.
- 4.3 The Customer shall not modify or enhance the OnSite Software or use the OnSite Software in conjunction with any other software or hardware under any circumstances, except as specified by BT from time to time.

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4.4 Notwithstanding paragraph 6.3 below the Customer acknowledges and accepts that it is its responsibility through the duration of this Schedule to ensure that its systems, software and hardware are compatible with the OnSite Software compatibility specification in effect as published by BT from time to time.

5. PERFORMANCE

5.1 BT does not warrant that the OnSite Software will operate uninterrupted nor that it will be free from minor errors or defects which do not materially affect its performance.

5.2 Other than expressly provided in this Contract, no warranties are given or assumed by BT regarding the OnSite Software and are hereby excluded to the extent permitted by law.

6. SOFTWARE SUPPORT

6.1 BT shall only provide the Software Support described in paragraph 6.2 below, by telephone and e-mail at such times and contract details as specified from time to time by BT.

6.2 Software Support shall only be provided to the Administrator and System Administrator in areas relating to setting up of, and general configuration issues relating directly to the OnSite Software.

6.3 The Customer shall be responsible for implementing error corrections required by BT.

6.4 In the event that an error or defect in the OnSite Software is due to faulty design manufacture materials and provided that the Customer reports a fault within ninety (90) days from and including the Date of Acceptance BT shall in its absolute discretion in the following order:

6.4.1 repair the OnSite Software;

6.4.2 replace the OnSite Software;

6.4.3 in the event that repair or replacement of the OnSite Software pursuant to paragraphs 6.4.1 and 6.4.2 is not reasonably possible in BT's absolute opinion, terminate this Service Schedule.

6.5 In the event that the Customer gives BT notice pursuant to paragraph 6.4 above the Customer acknowledges and accepts that the Customer's sole and entire remedy from BT shall be as specified in paragraphs 6.4.1 to 6.4.3 inclusive.

6.6 The provision of Software Support is subject to Customer complying with all of the following:

6.6.1 providing adequate information to enable BT to diagnose any errors in the OnSite Software;

6.6.2 using the latest maintenance releases, patches or other upgrades instructions released by BT;

6.6.3 complying with the OnSite Software configuration specification pursuant to paragraph 4.4 above;

6.6.4 complying with the terms of this Service Schedule.

7. LIABILITY

7.1 BT excludes all liabilities losses expenses relating to the Customer failing to comply with paragraphs 4.4 and 6.3 above or to any corrections restorations directly or indirectly relating to such failure to comply. The Customer acknowledges that any changes to the configuration may result in none or poor performance of the OnSite Software and that the Customer is solely responsible and must at its own expense correct or restore its software and hardware configuration whether using its own back up copies or otherwise to ensure future compliance with paragraphs 4.4 and 6.3 above.

7.2 Subject to paragraph 15.1 of the Conditions for BT TrustWise and except as provided for in paragraph 6.4 above, the total liability of BT arising from or relating to the OnSite Software and the Software Support (whether in contract tort or otherwise) shall be limited to a maximum of £1000.

8. TERMINATION

8.1 This Schedule shall remain effective until expiration or earlier termination of this Schedule and/or the OnSite Service that it is used in conjunction with, whereupon the Schedule and all rights and licences granted pursuant to it shall immediately terminate.