



# BT Managed Cloud Security (ScanSafe) Schedule to the General Terms

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## A note on 'you'

'You' and 'your' mean the Customer.

Phrases that refer to 'either', 'neither', 'each of us', 'both of us' or 'we both' mean one or both Parties, whichever makes sense in the context of the sentence.

## Part A – The Service

### 1 Service Summary

BT will work with the Supplier to provide you with the BT Managed Cloud Security (ScanSafe) Service. The Service provides you with a right to access and use software enabling you to protect your Users from Internet-borne web threats. The Service is comprised of:

- 1.1 all of the Standard Service Components set out in Paragraph 2 as set out in any applicable Order; and
- 1.2 any of the Service Options set out in Paragraph 3 that are selected by you as set out in any applicable Order, (the "**Service**").

### 2 Standard Service Components

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

- 2.1 **Service Software:** BT will provide you with a non-exclusive, non-transferable, non-assignable right to access and use the Service Software for the number of purchased Users; and
- 2.2 **Customer Portal:** BT will provide to you a non-exclusive, non-transferable, non-assignable right to access and use the Supplier's web-based User interface ("**Customer Portal**"), which allows your administrators to:
  - 2.2.1 review statistics of all malware stopped and other web content blocked;
  - 2.2.2 create access restrictions and apply these to specific Users or groups;
  - 2.2.3 customise browser alert pages seen by Users when web-access to a particular site or file is denied;
  - 2.2.4 update administration details for real-time email alerts; and
  - 2.2.5 configure and schedule automated system auditing and reporting.

### 3 Service Options

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

- 3.1 **Web Malware Scanning ("MS"):** a configurable security platform that detects malware threats.
- 3.2 **Web Filtering:** a configurable security feature that filters web pages and attachments using URL categorisation and content analysis.
- 3.3 **Advanced Malware Protection:** a technology for performing file analysis to detect malware threats and which augments the anti-malware detection and blocking capabilities offered by MS.
- 3.4 **Cognitive Threat Analytics:** a technology for performing behavioural analysis of web logs generated by the Service to identify anomalous traffic that indicates possible malware infections, malicious activity, or policy violations on your network and generates reports for you on the Customer Portal.
- 3.5 **Cisco AnyConnect (Secure Mobility) ("AnyConnect"):** software to allow Users to connect to the Service using their PC or laptop, from a remote location outside your internal network.
- 3.6 **Log Extraction:** a function that allows you to quickly and securely access web usage data for analysis with a compatible application programming interface.
- 3.7 **Data Retention:** an optional extension of an additional one, two or five years to the standard data retention service. The standard data retention service retains blocked web requests for one year and allowed traffic data for 45 calendar days.
- 3.8 **Professional Services ("Professional Services"):** professional services provided by BT, as part of which BT will:
  - (a) review your requirements and advise on suitability of hardware/software and overall solution approach;
  - (b) configure any of your BT managed devices that are required for connection with the Service; and
  - (c) provide any additional consultancy services where needed and where agreed with you, including assistance with initial policy creation.

### 4 Service Management Boundary



- 4.1 BT will provide and manage the Service as set out in Parts B and C of this Schedule and as set out in the Order from the point where you present traffic to, or receive traffic from, any infrastructure owned or controlled by the Supplier or BT ("**Service Management Boundary**").
- 4.2 BT will have no responsibility for the Service outside the Service Management Boundary.
- 4.3 BT does not guarantee that the Service will detect or block all malicious threats.
- 4.4 BT does not make any representations, whether express or implied, about the interoperability between the Service and any Customer Equipment.

### 5 Associated Services and Third Parties

- 5.1 You will provide and maintain an Internet connection at the Site(s) at all times for use with the Service, including providing and maintaining any Customer Equipment necessary for such connection. You will pay all charges related to provision, maintenance and use of such Internet connections and report any incidents on the Internet connections directly to the supplier of the Internet connection.
- 5.2 If you require a Connector, you will enter into a separate agreement with the Supplier.
- 5.3 If BT or the Supplier provides to you any service(s) other than the Service (including, but not limited to any Connector provided by the Supplier), this Schedule will not apply to those service(s) and those service(s) will be governed by their separate terms and conditions.

### 6 Specific Terms and Conditions

#### 6.1 Service Start Date

The Service Start Date is the date that BT notifies you that the Service has been enabled in accordance with Paragraph 7.2.3.

#### 6.2 Minimum Period of Service

- 6.2.1 Unless one of us gives at least 30 days' written Notice to the other of an intention to terminate the Service, at the end of the Minimum Period of Service, BT will continue to provide the Service and both of us will perform each of our obligations in accordance with the Contract.
- 6.2.2 If one of us gives at least 30 days' written Notice to the other of an intention to terminate the Service at the end of the Minimum Period of Service, BT will cease delivering the Service at 23.59 on the last day of the Minimum Period of Service.

#### 6.3 Termination

- 6.3.1 Clause 17 of the General Terms is amended so that either of us may terminate the Service by providing at least 30 days' prior written notice to the other.

#### 6.4 Professional Services specific terms

- 6.4.1 BT will use commercially reasonable endeavours to meet any estimated timescales for Professional Services. Any such estimates are targets only and are dependent upon the accuracy and completeness of the information supplied to BT by you and any third parties, the degree of assistance given by you and how any results of the Professional Services are to be used.
- 6.4.2 You will provide or make available to BT Customer Equipment and Customer Systems, where necessary for use in performance of the Professional Services.
- 6.4.3 BT will perform the Professional Services using personnel that BT considers to be suitably qualified ("**BT Personnel**") and may at any time vary the BT Personnel used by giving you reasonable notice.
- 6.4.4 The BT Personnel engaged in the performance of the Professional Services will at all times remain under the direction and control of BT and BT's conditions of employment will continue to apply to the BT Personnel.
- 6.4.5 Nothing in this Contract will prevent BT from assigning BT Personnel to provide similar services for third parties or in any way restrict BT's use of the BT Personnel. This does not affect BT's obligation to keep Confidential Information confidential in accordance with Clause 13 of the General Terms.
- 6.4.6 You will not employ or engage as an independent consultant or offer any employment or engagement to any of the BT Personnel, without BT's prior written agreement during the term of this Contract and for twelve months after its termination.
- 6.4.7 If you breach the terms set out in Paragraph 6.4.6, then BT may charge you a fee equivalent to one hundred days' work at the relevant BT Personnel's then current full daily fee rate. This will not apply where the BT Personnel successfully applies for a generally advertised position at your company, which is demonstrably not intended to circumvent the non-solicitation restriction set out in Paragraph 6.4.6.
- 6.4.8 BT will not be responsible for the way in which you use the deliverables or any other output from the Professional Services.



### 6.5 Service Description

- 6.5.1 The Service can only be provided by BT if you comply with and observe the terms set out in the applicable Supplier service description in the form set out at [http://www.cisco.com/web/about/doing\\_business/legal/service\\_descriptions/docs/Cisco\\_Cloud\\_Web\\_Security\\_Service\\_Description.pdf](http://www.cisco.com/web/about/doing_business/legal/service_descriptions/docs/Cisco_Cloud_Web_Security_Service_Description.pdf), as may be amended or supplemented from time to time by the Supplier ("**Supplier Service Description**"). You will enter into, comply with and observe the terms of the Supplier Service Description and any other relevant end user licence agreements for the use of the Software accessible through the Service.
- 6.5.2 You acknowledge that you enter into the Supplier Service Description and any other relevant end user licence agreements for the use of the Software accessible through the Service for your own benefit and that the rights, acknowledgements, undertakings, warranties and indemnities granted under the Supplier Service Description and any other relevant end user licence agreements are between you and the Supplier.
- 6.5.3 Any loss or damage suffered by you or the Supplier under the Supplier Service Description will be enforceable only between you and the Supplier, and will not be enforceable against BT.
- 6.5.4 BT is not responsible for any faults with the Service Software and you will make any claims relating to the Service Software directly with the Supplier in accordance with the Supplier Service Description.

### 6.6 Data Handling

- 6.6.1 For the provision and management of the Service by the Supplier, any processing of Customer Personal Data (as defined in the General Terms) will be subject to the Supplier Service Description between you and the Supplier and the Supplier's privacy policy set out at [http://www.cisco.com/web/siteassets/legal/privacy\\_full.html](http://www.cisco.com/web/siteassets/legal/privacy_full.html), as may be amended or supplemented from time to time by the Supplier. You agree that BT will not be liable for any claim arising out of or in connection with any failure by the Supplier to comply with the Supplier Service Description or the Supplier's privacy policy and any claims will be made directly by you with the Supplier.

### 6.7 Access to Emergency Services

- 6.7.1 You acknowledge and agree that the Service does not provide the ability for Users to call the emergency services by dialling "999" or "112", nor does it provide caller location information.



## Part B – Service Delivery and Management

### 7 BT's Obligations

#### 7.1 Service Delivery

Before the Service Start Date and, where applicable, throughout the provision of the Service, BT:

- 7.1.1 will provide to you contact details for the helpdesk that you will be able to contact to submit service requests, report Incidents and ask questions about the Service (“**Service Desk**”); and
- 7.1.2 will comply with all reasonable health and safety rules and regulations and reasonable security requirements that apply at a Site and are notified to BT in writing. BT will not be liable if, as a result of any such compliance, BT is in breach of any of BT's obligations under this Contract.

#### 7.2 Commissioning of the Service

Before the Service Start Date, BT will:

- 7.2.1 agree a date with you for commencement of the Service and will use commercially reasonable endeavours to procure that the Supplier provisions the Service on this date;
- 7.2.2 will assign to you a Supplier service delivery manager to provide implementation assistance to you for configuration of the Service, including guidance on:
  - (a) Connector configuration;
  - (b) initial web filtering policy creation;
  - (c) User granularity set-up;
  - (d) use of the Customer Portal; and
  - (e) reporting; and
- 7.2.3 on the date that the Service has been provisioned, provide you with activation support and send you a welcome letter that will explain the necessary configuration changes required to be made by you to use the Service.

#### 7.3 During Operation

On and from the Service Start Date, BT:

- 7.3.1 will respond and use reasonable endeavours to remedy an Incident without undue delay if you report an Incident in the Service;
- 7.3.2 will work with the Supplier as necessary to restore Service as soon as practicable during Business Hours if you report an Incident in the Service;
- 7.3.3 may carry out Maintenance on the Service from time to time and will endeavour to inform you at least seven Business Days before any Planned Maintenance, however you agree that BT may inform you with less notice than normal where emergency Maintenance is required; and
- 7.3.4 may, in the event of a security breach affecting the Service, require you to change any or all of your passwords.

#### 7.4 The End of the Service

On termination of the Service by either one of us, BT will terminate your access to the Customer Portal and Service Software and cease to provide all other elements of the Service.

### 8 Your Obligations

#### 8.1 Service Delivery

Before the Service Start Date and, where applicable, throughout the provision of the Service by BT, you will:

- 8.1.1 direct external HTTP, HTTPS and FTP over HTTP requests (including all attachments, macros or executables) through the Service;
- 8.1.2 be responsible for the configuration and relevant technical infrastructure configuration required to direct external traffic through the Service;
- 8.1.3 will not direct internal HTTP/HTTPS/FTP over HTTP traffic (e.g. to your intranet) through the Service;
- 8.1.4 inform BT five days in advance, and provide details, of any changes to your network that may impact the working of the Service. This is so that BT may arrange for any necessary changes to the Service configuration. If this information is not provided, or is provided less than five days before a change, then BT will not be liable for any incorrect operation of the Service;
- 8.1.5 inform BT within five days if the number of Users increases by more than five per cent from the number of Users set out on the Order, in which case and in the event that you do not inform BT of the increase, but the Supplier does, BT may increase the Charges;



- 8.1.6 provide BT with the names and contact details of any individuals authorised to act on your behalf for Service management matters ("**Customer Contact**"), but BT may also accept instructions from a person who BT reasonably believes is acting with your authority;
  - 8.1.7 provide BT with any required access to Customer Site(s) during Business Hours, or as otherwise agreed, to provide any Professional Services;
  - 8.1.8 complete any preparation activities that BT may request to enable you to receive the Services promptly and in accordance with any reasonable timescales, including supplying BT with all technical data and all other information BT may reasonably request from time to time to allow BT to provide the Service to you, including a completed deployment questionnaire and site matrix;
  - 8.1.9 notify BT in writing of any health and safety rules and regulations and security requirements that apply at a Site; and
  - 8.1.10 in jurisdictions where an employer is legally required to make such disclosure to its employees and/or Users:
    - (a) inform your employees and Users that as part of the Service being delivered by BT, BT may monitor and report to you the use of any targeted applications by your employees and/or Users; and
    - (b) ensure that your employees and Users have consented or will be deemed to have consented to such monitoring and reporting (if such consent is legally required), agree that BT will not be liable for any failure by you to comply with this instruction and indemnify BT from and against any Claims or action brought by your employees or Users against BT arising out of the delivery of Services by BT.
- 8.2 Service Operation**
- On and from the Service Start Date, you will:
- 8.2.1 ensure that Users report Incidents to the Customer Contact and not to the Service Desk;
  - 8.2.2 ensure that the Customer Contact will take Incident reports from Users and pass these to the Service Desk using the reporting procedures agreed between both of us, and will be available for all subsequent Incident management communications;
  - 8.2.3 obtain all approvals required by any third parties in order for BT to provide the Service. BT will not be in default of BT's obligations to the extent BT cannot provide the Service either because such approvals have not been obtained or any third party otherwise prevents BT from providing the Service;
  - 8.2.4 monitor and maintain any Customer Equipment connected to the Service or used in connection with a Service;
  - 8.2.5 ensure that any Customer Equipment that is connected to the Service or that you use, directly or indirectly, in relation to the Service is:
    - (a) connected and used in accordance with any instructions, standards and safety and security procedures applicable to the use of that Customer Equipment;
    - (b) technically compatible with the Service and will not harm or damage any BT Equipment or any of BT's supplier's or subcontractor's network or equipment; and
    - (c) approved and used in accordance with relevant instructions and Applicable Law;
  - 8.2.6 immediately disconnect any Customer Equipment, or advise BT to do so at your expense, if Customer Equipment does not meet any relevant instructions, standards or Applicable Law;
  - 8.2.7 at your expense, perform all checks and tests relating to the Customer Network that BT or the Supplier may reasonably instruct you to perform;
  - 8.2.8 distribute, manage and maintain access profiles, strong passwords and other systems administration information relating to the control of Users' access to the Service;
  - 8.2.9 maintain a list of current Users and immediately terminate access for any person who ceases to be an authorised User;
  - 8.2.10 ensure the security and proper use of all valid User access profiles, passwords and other systems administration information used in connection with the Service and:
    - (a) inform BT immediately if a user 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;
    - (b) take all reasonable steps to prevent unauthorised access to the Service; and
    - (c) satisfy BT's security checks if a password is lost or forgotten.
  - 8.2.11 if BT requests you to do so in order to ensure the security or integrity of the Service, change any or all passwords and/or other systems administration information used in connection with the Service;
  - 8.2.12 not resell, pass through or lease the Service or create or offer derivative versions of the Service either directly or through a third party;



- 8.2.13 not commit, or attempt to commit, directly or indirectly any action that may threaten the Service, whether deliberate, negligently or otherwise, including:
- (a) interfering with the use of the Service by other authorised Users;
  - (b) altering, tampering with or circumventing any aspect of the Service;
  - (c) attempting to crash a Service host or network, e.g. “denial of service” attacks, or “flooding” attacks against a Service host or network;
  - (d) testing or reverse-engineering the Service in order to find limitations, vulnerabilities or evade filtering capabilities;
  - (e) supplying proprietary information about the Service, including but not limited to screen shots, product documentation, demonstrations, service descriptions, announcements, or feature roadmaps to unauthorised third parties;
  - (f) any excessive use of the Service that generates unreasonably and unnecessarily high traffic loads;
  - (g) the creation, transmission, storage, or publication of any kind of virus or corrupting program or corrupted data.
  - (h) using the Services for any unlawful, invasive, infringing, defamatory or fraudulent purpose;
  - (i) any attempt to circumvent the User authentication or security of a Services host or network; and
  - (j) any other action that may adversely affect the Service or its operation.

## 9 Notification of Incidents

- 9.1 Where you become aware of an Incident:
- 9.1.1 the Customer Contact will report it to BT's Service Desk;
  - 9.1.2 BT will give you a unique reference number for the Incident (“**Trouble Ticket**”);
  - 9.1.3 BT will inform you when BT believes the Incident is cleared, and will close the Trouble Ticket when:
    - (a) you confirm that the Incident is cleared within 24 hours of being informed; or
    - (b) BT has attempted unsuccessfully to contact you, in the way agreed between both of us, in relation to the Incident and you have not responded within 24 hours of BT's attempt to contact you.
  - 9.1.4 If you confirm that the Incident is not cleared within 24 hours of being informed, the Trouble Ticket will remain open, and BT will continue to endeavour to resolve the Incident and, where appropriate, BT will continue to measure Availability Downtime, until the Trouble Ticket is closed as set out in Paragraph 9.1.3.
  - 9.1.5 Where BT becomes aware of an Incident, Paragraphs 9.1.2, 9.1.3 and 9.1.4 will apply.

## 10 Invoicing

- 10.1 BT will invoice you for the Charges for the Service as set out in Paragraph 10.2 in the amounts and currency specified in the applicable Order.
- 10.2 Unless stated otherwise in an applicable Order, BT will invoice you for:
- 10.2.1 Fixed Charges, in your first invoice, which include Professional Services for a fixed number of days, if chosen by you;
  - 10.2.2 Recurring Charges, monthly, quarterly or annually in advance, as selected by you in the Order, on the first day of the applicable period (for any period where Service is provided for less than the relevant invoicing period, the Recurring Charges will be calculated on a monthly or daily basis as applicable). Recurring Charges will be charged from the Service Start Date and include the following:
    - (a) Charges for the applicable Service Software license; and
    - (b) Charges for any applicable Service Options.
  - 10.2.3 any Termination Charges incurred in accordance with Paragraph 11 below, upon termination of the relevant Service.
- 10.3 BT may invoice you for any of the following Charges in addition to those set out in the Order:
- 10.3.1 Charges for investigating Incidents reported by you, where BT finds no Incident or that the Incident is outside the Service Management Boundary;
  - 10.3.2 Charges for commissioning the Service, as set out in Paragraph 7.2, outside of Business Hours;
  - 10.3.3 Charges for restoring Service if the Service has been suspended in accordance with clause 10.1.2 of the General Terms;
  - 10.3.4 Charges for cancelling the Service in accordance with clause 16 of the General Terms;



- 10.3.5 Charges for expediting provision of the Service at your request after you have been informed of the date for delivering the Service; and
- 10.3.6 any other Charges set out in any applicable Order or otherwise agreed between both of us.

### 11 Charges at the End of the Contract

- 11.1 If you exercise your right under clause 17 of the General Terms to terminate the Contract or the Service for convenience, you will pay BT:
  - 11.1.1 all outstanding Charges for Service rendered;
  - 11.1.2 all incremental charges that BT incurs from the Supplier due to the early termination; and
- 11.2 in addition to the Charges set out at Paragraph 11.1 above, if you terminate during the Minimum Period of Service, you will pay BT 100 per cent of the Recurring Charges for any remaining months of the Minimum Period of Service and you will waive reimbursement of any prepaid Charges.
- 11.3 On the last day of the Minimum Period of Service, BT will invoice you for:
  - 11.3.1 any outstanding Charges for Service rendered; and
  - 11.3.2 any other Charges set out in the Order.

### 12 Service Amendment

- 12.1 You may request, by giving BT Notice, a change to:
  - 12.1.1 an Order for the Service (or part of an Order, including the number of Users, Seats and/or Service Options) at any time before the applicable Service Start Date;
  - 12.1.2 the Service at any time after the Service Start Date;
  - 12.1.3 add Users or Seats to an existing Service after the Service Start Date; or
  - 12.1.4 add Service components to the existing Service after the Service Start Date.
- 12.2 If you exercise your right under Paragraph 12.1, and except where a change results from BT's failure to comply with BT's obligations under the Contract, BT will, within a reasonable time, provide you with a written estimate, including:
  - 12.2.1 the likely time required to deliver the changed Service; and
  - 12.2.2 any changes to the Charges due to the changed Service.
- 12.3 BT has no obligation to proceed with any change that you request under Paragraph 12.1, unless and until we both agree in writing on the necessary changes to the Charges, implementation timetable and any other relevant terms of the Contract to take account of the change.
- 12.4 If BT changes a Service prior to the Service Start Date because you have given BT incomplete or inaccurate information, BT may, in BT's reasonable discretion, apply additional reasonable one-time and/or Recurring Charges.



### Part C – Service Levels

#### 13 Requests for Supplier Service Credits

- 13.1 You may request the Supplier Service Credits by contacting the Service Desk within 15 Business Days of the end of the calendar month in which an Incident(s) or an event described in the "**Service Level Agreement**" section of the Supplier Service Description occurred by providing details of the reason for the claim. Any failure by you to submit a request in accordance with this Paragraph 13.1 will constitute a waiver of any claim for Service Credit(s) in that calendar month.
- 13.2 Upon approval by the Supplier of a valid request for Service Credit(s) in accordance with Paragraph 13.1:
  - 13.2.1 BT will issue you with the applicable Supplier Service Credit(s) by deducting those Supplier Service Credit(s) from your invoice within two billing cycles of the request being approved by the Supplier; and
  - 13.2.2 following expiry or termination of the Contract where no further invoices are due to be issued by BT, BT will pay you the Supplier Service Credits in a reasonable period of time.
- 13.3 All Supplier Service Credits will be calculated in accordance with information recorded by, or on behalf of, BT or the Supplier.
- 13.4 Supplier Service Credits are not cumulative. No more than one category of Supplier Service Credit may be claimed in respect of any one event or issue.
- 13.5 The Supplier Service Credits will not apply:
  - 13.5.1 in the event that clause 8 of the General Terms applies;
  - 13.5.2 during any trial period of the Service;
  - 13.5.3 to failures due to any Force Majeure Event;
  - 13.5.4 if you cause a delay or do not provide any requested information in accordance with any reasonable timescales BT tells you about;
  - 13.5.5 to failures due to hardware or software upgrades requested by you;
  - 13.5.6 to failures due to any configuration changes made by you without BT's prior written consent;
  - 13.5.7 failures due to a "**Denial of Service**" (DoS) attack on the installed email security infrastructure or ancillary services;
  - 13.5.8 to any Incident not reported in accordance with Paragraph 9 above; or
  - 13.5.9 if you have not complied with the Contract.



## Part D – Defined Terms

### 14 Defined Terms

In addition to the defined terms in the General Terms, capitalised terms in this Schedule will have the following meanings (and in the case of conflict between these defined terms and the defined terms in the General Terms, these defined terms will take precedence for the purposes of this Schedule):

“**BT Personnel**” has the meaning given in Paragraph 6.4.3.

“**Business Hours**” means between the hours of 0800 and 1700 in a Business Day.

“**Connector**” means software provided by the Supplier for installation on supported Supplier enterprise platforms that enables connection of these platforms to Service for purposes of web traffic forwarding.

“**Customer Contact**” has the meaning given in Paragraph 8.1.1.

“**Customer Portal**” has the meaning given in Paragraph 2.2.

“**Customer Systems**” means your IT assets and systems and related information that may be made available to BT from time to time to facilitate the performance of the Service.

“**Customer Equipment**” means any equipment including any Purchased Equipment and any software, other than BT Equipment, used by you in connection with a Service.

“**File Transfer Protocol**” or “**FTP**” means standard network protocol used to transfer files from one host to another host over a TCP-based network, such as the Internet.

“**Hyper-Text Transfer Protocol**” or “**HTTP**” means an application protocol for distributed, collaborative, hypermedia information systems.

“**Hyper-Text Transfer Protocol Secure**” or “**HTTPS**” means a communications protocol for secure communication over a computer network, with especially wide deployment on the Internet.

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

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

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

“**Minimum Period of Service**” means a period of at least 12 consecutive months beginning on the Service Start Date, as set out in an Order.

“**MS**” has the meaning given in Paragraph 3.1.

“**Planned Maintenance**” means any Maintenance BT has planned to do in advance.

“**Professional Services**” has the meaning given in Paragraph 3.8.

“**Recurring Charges**” means the Charges for the Service or applicable part of the Service that are invoiced repeatedly in every payment period as set out in the Order, including Monthly Charges.

“**Release**” means an incremental Software release that provides maintenance fixes and/or provides additional functionality.

“**Service**” has the meaning given in Paragraph 1.

“**Service Desk**” has the meaning given in Paragraph 7.1.1.

“**Service Management Boundary**” has the meaning given in Paragraph 4.1.

“**Service Options**” has the meaning given in Paragraph 3.

“**Service Software**” means the Supplier’s cloud based ScanSafe software.

“**Site**” means a location at which the Service is provided.

“**Software**” means the software programs provided to you by BT through the Supplier, including any copies, Updates, upgrades, modifications, enhancements, and any derivative works thereof.

“**Standard Service Components**” has the meaning given in Paragraph 2.

“**Supplier**” means Cisco Systems, Inc.

“**Supplier Service Credits**” means the service credits described in the “**Service Level Agreement**” section of the Supplier Service Description.

“**Supplier Service Description**” has the meaning given in Paragraph 6.5.

“**Termination Charges**” means those Charges incurred in accordance with Paragraph 11.

“**Trouble Ticket**” has the meaning given in Paragraph 9.1.2.

“**Uniform Resource Locator**” or “**URL**” means a character string that points to a resource on an intranet or the Internet.

“**Updates**” means Supplier Releases containing the same configuration or feature set as originally acquired, unless you have upgraded the applicable Service to a configuration or feature set other than what was originally acquired, and the applicable license fee for that upgrade has been paid. Updates do not include any separately licensed and priced Software release that contain an enhanced configuration or feature set.



**"Usage Charges"** means the Charges for the Service or applicable part of the Service that are calculated by multiplying the volume of units that you used or incurred in a period (e.g. number of agents using the Service, or the number of minutes the Service was used for) with the relevant fee that is specified in the Order.