

1 Definitions

The following definitions apply, in addition to those in the General Terms and Conditions and the General Services Schedule.

“**Administration Console**” means the interface used by Administrators for the purposes of administering the Service.

“**Administrator**” means any individual authorised by the Customer responsible for administering Users.

“**Client Software**” means the BT-provided software installed on a User’s computer that enables the use of the Service.

“**Documentation**” means all documentation relating to the Service in any form or medium that is provided to the Customer by BT.

“**Escrow**” means the process by which an individual User’s decryption key can be securely recovered by a quorum of Customer appointed Escrow Authorities.

“**Escrow Authorities**” means the individuals appointed by the Customer that will participate in the Escrow process.

“**Enterprise Software**” means the BT-provided software, other than the Client Software installed on the Customer’s computer system.

“**Software**” means the Client Software and Enterprise Software.

2 Service Overview

The BT Assure Secure Mail Management Service (“the Service”) provides user-based encryption of email messages, files and folders. The Service options provide encryption and digital signing of a User’s email messages and attachments through either a plug-in on the User’s computer, a server-based application or a secure web-based application, and allows for creation and sharing of encrypted folders.

Available service options include:

- (a) Secure Mail
- (b) Secure Mail Gateway
- (c) Secure Message Exchange
- (d) Secure Files
- (e) Secure Document Delivery
- (f) MobilEncrypt

2.1 Secure Mail

2.1.1 Secure Mail allows Users to digitally sign, encrypt, verify and decrypt email messages at their desktop, using a plug-in. The plug-in can be either downloaded from a link included in a welcome email that is sent to the User on enrolment or distributed as a Windows Installer (MSI) package.

2.1.2 The Secure Mail plug-in includes a help application, Secure Mail Tools and Settings, which enables the User to manage the Secure Mail account, including changing or recovering the User’s password and settings options for message encryption.

2.2 Secure Mail Gateway

2.2.1 Secure Mail Gateway enables the Customer to encrypt email based on policy rules at the SMTP gateway without requiring Users to install plug-ins at their desktops.

2.2.2 Secure Mail Gateway consists of three elements:

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- (a) The Policy and Encryption Engine (Encryption Engine) which filters email marked for encryption, and digitally signs and encrypts marked mail for delivery to intended recipients. The Encryption Engine digitally encrypts and signs the document and determines the delivery method from policies that have been pre-defined by the recipient.
 - (b) The Message Pickup Centre, where messages that are encrypted and delivered to recipients that are not Users of Secure Mail Gateway may pick up and securely reply to encrypted messages.
 - (c) The Gateway Plug-in which adds a button in Outlook that gives Users the ability to force encryption by clicking an “encrypt button”.

2.2.3 Secure Mail Gateway can be provided either as:

- (a) a managed on premises solution, where the Encryption Engine and message pick-up portal are installed at the Customers Site;
- (b) a hosted solution where the rule engine, Encryption Engine and message pick-up portal are hosted by BT; or,
- (c) a hybrid solution where the rule engine and Encryption Engine are installed at the Customer’s Site and the message pick-up portal is hosted by BT.

2.3 Secure Message Exchange

2.3.1 Secure Message Exchange provides a web portal that allows Users registered with the portal to exchange messages and documents in a secure manner. Users can elect to receive a notification of new messages received on the portal via their current email address.

2.3.2 Secure Message Exchange Users can be set-up as either Full Service or Lite Users. Full Service Users are able to receive, initiate and send messages through Secure Message Exchange and are restricted to a total message storage size of 50Mb. Lite Users can receive and reply to messages through Secure Message Exchange, but cannot initiate and send a new message. Lite Users are also restricted to a total message storage size of 10Mb.

2.4 Secure Files

2.4.1 Secure Files is a privacy application that gives Users the ability to create encrypted folders for sensitive information. The User can create a Secure Files folder, assigning read and modify privileges to the folder whether it resides on a desktop PC, network share or USB key. All data inside a Secure Files folder or file is encrypted using the public encryption keys of the User, and only the matching private decryption keys of these Users will decrypt the data.

2.4.2 Secure Files is composed of server-side security services as well as a small client security plug-in that is installed on the User’s desktop.

2.5 Secure Document Delivery

2.5.1 Secure Document Delivery enables the Customer to replace the physical delivery of statements, invoices, notices and other forms with secure and private electronic messages.

2.5.2 Secure Document Delivery takes business generated content including the address of an intended recipient and directs it to an Encrypted Document Engine (EDE). The EDE digitally encrypts and signs the document and determines the delivery method from policies that have been pre-defined by the recipient. Message recipients have the option to reply securely. Secure Document Delivery can be Customer branded.

2.6 MobilEncrypt

The Service allows users to digitally sign, encrypt, verify and decrypt email messages on their iPhone, iPad, Blackberry or Android mobile device.

2.7 Administration Console

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The Service is provided with an Administration Console that Administrators use to:

- (a) enrol Users on the Service either individually or in bulk;
- (b) generate reports; and,
- (c) initiate the recovery of a User's decryption key using the Escrow process.

2.8 License Grant

2.8.1 BT grants the Customer a revocable, non-exclusive, non-transferable, limited license for the duration of this Service Annex to:

- (a) access and use the Service;
- (b) install and use one copy of the Client Software on each device from which a User accesses the Service;
- (c) install and use the Enterprise Software for the purposes of accessing the Service; and,
- (d) print and use, but not further reproduce, a reasonable number of copies of the Documentation solely for the purposes of accessing and using the Service.

2.8.2 Except as permitted by 2.8.1, the Customer may not:

- (a) alter, remove or cover trademarks, copyright other proprietary notices or legends in or on the Service;
- (b) copy (except for back up purposes), decompile, disassemble, extract or otherwise attempt or assist others to reverse engineer or derive the source code from the Software;
- (c) use the Service for service bureau purpose or otherwise to provide services for the benefit of any third party;
- (d) use the Service for the purposes of sending automated email messages without the prior consent of BT; or
- (e) use the Service in the operation of critical data systems, such as those used for the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control systems, patient data systems, life support machines or other equipment in which the failure of the Service could lead to death, personal injury, or severe physical or environmental damage.

3 Service Delivery

BT will provide the Service and configure it in accordance with information provided by the Customer on the Order. BT will provide access to the Administration Console and set-up the Customer's Escrow Authorities. BT will also provide the Administrator with training of up to 4 (four) hours by telephone/webex on the use of the Service.

4 BT Service Management Boundary (SMB)

The SMB for the Service is the front-end firewall on the Service platform. Connection to the Service platform and the hardware and software, other than the Software used to access the Service, are the responsibility of the Customer.

5 The Customer's Responsibilities

The Customer is responsible for:

- (a) Completing an Order containing all the necessary information required by BT to provide the Service;
- (b) Nominating a minimum of one Administrator, who will:
 - (i) be familiar with the use of the Service; and,

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- (ii) be the first point of contact for all Users of the Service;
- (c) Provision of all personal computers, software, applications or bandwidth needed to access the Service;
- (d) The configuration and management of its access to the Service including configuration of its network, firewall, DNS, routers and personal computers. The Customer agrees that BT is not liable whatsoever due to incorrect configuration of any of these items by the Customer;
- (e) Any call charges or service charges incurred in accessing the Service via the Internet;
- (f) Ensuring that all Users and Administrators accept the End User Licence Agreement (“EULA”) before downloading the Client Software; and
- (g) Compliance with all applicable laws and regulations relating to the export and import of the Software and use of the Service. The Software contains encryption technology that is controlled for export by the US and Canadian governments and may be subject to import and/or use regulations in other jurisdictions. It is the Customer’s responsibility to ensure that Administrators and Users are not:
 - (i) a national of or resident of a country subject to, or a person or entity identified as prohibited from receiving US exports;
 - (ii) Anyone on the US Treasury Department’s List of Specially Designated Nationals or the US Commerce Department’s Table of Denial Orders or Entity List; or,
 - (iii) a resident of any jurisdiction to which the export or re-export of the Software is prohibited under any applicable law.

6 Charges and Payment Terms

The charges for the Service will comprise some or all of the following components, depending on the options selected on the Order:

Product	One-time Charge	Recurring Charge	Notes
Secure Mail	Set-up fee	Charge per User per Month	
Secure Files	Set-up fee	Charge per User per Month	
Secure Mail Gateway	Set-up fee	Charge per User per Month	
Secure Message Exchange	Set-up fee	Charge per User per Month	
Secure Document Delivery	Set-up fee	Service Charge	
MobilEncrypt		Charge per User per Month	

6.1 At variance with the General Service Schedule, all Recurring Charges are payable quarterly in advance.

7 Service Levels

Section 7 of the General Service Schedule does not apply to the Service.

The Service has a target of 99.5% availability a Month. This target excludes all periods of Planned Maintenance or any emergency maintenance or updates. Whilst BT will make all reasonable efforts to meet and exceed this target, it accepts no liability whatsoever for any failure to do so.