

Conditions for ICT Partner Solutions – Service Schedule for SecureData Websense Services

1. Definitions and Interpretations

The following definitions shall apply to the provision of the Service, in addition to those in the General Terms and Conditions.

"BT's Supplier" means SecureData Europe Ltd, SecureData House, Hermitage Court, Hermitage Lane, Maidstone, Kent, ME16 9NT registered in England 04365896 who has agreed to supply the various services to BT.

"Service" means the service(s) as described in this Service Schedule and in order for the Customer to receive the Service(s) it will enter into a Websense Hosted Security Subscription Agreement which can be found at the following URL http://www.websense.com/content/hosted-subscription-agreement.aspx

"Websense" means a company as defined at the following URL http://www.websense.com/content/hosted-subscription-agreement.aspx

All other definitions are as per the Websense Hosted Security Subscription Agreement which can be found at the following URL http://www.websense.com/content/hosted-subscription-agreement.aspx

2. Provision of Service

2.1 Where the Customer has selected one of the Services as detailed below as detailed in Clauses 2.2, and 2.3 the following descriptions will apply:

2.2 Hosted Email Security

- (a) protects the Customer's email using Websense Software as a Service (SaaS). By pointing MX records to the Websense datacentre all email is filtered before it reaches the Customer's network.
- (b) the Service enables the Customer to increase protection with security from converged email and web threats by using SLAs and the Websense ThreatSeeker™ Network; and retain control with a 24x7 access and a range of flexible customisation polices, configuration settings, quarantine management and reporting.

Hosted Email Security Packages	Antispam	Antivirus	Content Filter	Encryption
Hosted Antispam	•			
Hosted Email Security	•	•		
Hosted Email Security and Content Control	•	•	•	•

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2.3 Hosted Web Security

Acting as a proxy, the Hosted Web Security Service proactively detects and blocks threats at the Internet level and helps enforce employee Internet usage with no need to deploy on-premise equipment.

The Hosted Web Security Service is available in two modules:-

(a) Web Filtering

Web Filtering provides comprehensive and accurate management of Internet usage, including filtering for productivity and bandwidth-draining Web sites. Through granular and configurable policies, organizations can set enforcements to manage employee Internet access, all through a centralized, secure interface for all users in any location. Even in complex, distributed environments or those with roaming users, managing Web usage policies is simple, scalable, and predictable, reducing business costs and network complexity.

(b) Web Protection

Web Protection provides zero-hour security against blended and Web-based threats such as Viruses, Trojan horses, worms, spyware, and other forms of Malware by processing all Web content, including webmail, through the Service to remove malicious code before it reaches the network. Using a combination of commercial antivirus scanning, the Websense ThreatSeeker™ Network, and correlated heuristics.

2.4 The Service is designed to enable ease of deployment whilst providing high availability with the Websense global data centres, which are load-balanced, highly available clusters positioned in 10 locations worldwide. Websense data centres are certified to ISO 27001 standards, providing standards for the highest degree of security, privacy, and confidentiality backed by the SLAs to ensure uptime and availability. Service levels for the Services may be found at:

http://www.websense.com/global/en/ProductsServices/HostedSecurity/servicedescriptions/W HS SLA Final.pdf.

3. Service Duration

3.1 BT via BT's Supplier will provide the Customer the Service for the Minimum Period of Service as set out in the Order Form.

4. Charges

- 4.1 The Charges are set out in the Order Form.
- 4.2 BT will invoice the Customer annually in advance in accordance with Clause 8 of the Conditions.

5. Use of the Service

5.1 The Customer acknowledges and agrees that use of the Websense Service is subject to the Websense end user terms which can be found at URL http://www.websense.com/content/hosted-subscription-agreement.aspx

6. Additions / Variations to the General Terms and Conditions for ICT Partner Solutions

6.1 Order of Precedence (Clause 2 Order of Precedence refers)

In the event of any inconsistency or conflict the Order of Precedence shall be as follows;-

- (a) Websense end user terms referred to in Clause 5.1 above;
- (b) Service Schedule;
- (c) ICT Partner Solutions General Terms and Conditions;

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- (d) Order Form.
- 6.2 Limitation of Liability (Clause 14 of the Conditions for ICT Partner Solutions)

Clause 14.3 of the Conditions for ICT Partner Solutions is deleted and replaced with the following;

14.3 If a Party is in breach of any obligations under this Contract (or any part of it) to the other Party or if any other liability is arising (including liability for negligence or breach of statutory duty) then, subject to Clauses 14.1, 14.2 and any limitation of liability set out in the relevant Service Level Agreement or Service Schedule, such Party's liability to the other Party will be limited to £25,000 for any one event or series of connected events and to £50,000 for all events (connected or unconnected) in any period of twelve (12) consecutive calendar months.