



# BT One Mobile Secure Devices (MobileIron) Schedule to the General Terms

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## A note on 'you'

'You' and 'your' mean the Customer and your Users, where applicable.

## Words defined in the General Terms and Schedule

Words that are capitalised but have not been defined in this Schedule have the meaning given to them in the General Terms.

## Part A – The BT One Mobile Secure Devices (MobileIron) Service

### 1 Service Summary

BT will provide you with a mobile device management service, comprising:

- 1.1 the Standard Service Components; and
- 1.2 any of the Service Options as set out in any applicable Order, up to the point of the Service Management Boundary asset set out in Paragraph 5 ("**BT One Mobile Secure Devices (MobileIron) Service**").

### 2 Standard Components

2.1 You will select one of the following deployment methods for your BT One Mobile Secure Devices (MobileIron) Service as set out in any applicable Order:

- 2.1.1 **MobileIron On-Premises Service:** the MobileIron On-Premises Service is a management and security service for Compatible Devices that you install on your own servers; or
- 2.1.2 **MobileIron Cloud Service:** the MobileIron Cloud Service is a management and security service for Compatible Devices that is hosted in MobileIron's datacentre and to which you will have remote access.

2.2 You will receive the following standard components as part of the MobileIron On-Premises Service and the MobileIron Cloud Service:

2.3 **MobileIron Software:** BT will provide you with access to the relevant MobileIron management software ("**MobileIron Software**") that will include the following sub-components:

2.3.1 **Device Management Software:**

- (a) a Software with an integrated management and administration portal ("**Device Management Software**") that will allow you to:
  - (i) register Compatible Devices securely over-the-air;
  - (ii) push the Client Device Software on the Compatible Devices or allow your Users to download the Client Device Software on their Compatible Devices;
  - (iii) manage Compatible Devices and application settings such as remote-lock, remote-wipe, and locate;
  - (iv) set policies and configurations that need to be deployed on the Compatible Device;
  - (v) receive Compatible Device non-compliance alerts;
  - (vi) manage the applications that a User may access through the Client Device Software;
  - (vii) run and view management reports, analysis and troubleshooting; and
  - (viii) enable Users to view shared Content securely on their Compatible Devices;
- (b) the Device Management Software for MobileIron On-Premises Service is the MobileIron on-premises administration platform that BT will install ("**Core Software**").
- (c) The Device Management Software for MobileIron Cloud Service is a product composed of a user interface and a set up wizard that you will access through the MobileIron Cloud Portal ("**MobileIron Cloud Software**").

2.3.2 **Client Device Software:** an online application that you or your Users will install on Compatible Devices to secure and manage email, applications, documents and web content ("**Client Device Software**"); and

2.3.3 **MobileIron Sentry:** an intelligent software gateway available with MobileIron On-Premises Services that BT will install on your servers and connect to your MobileIron On-Premises Service and that securely tunnels traffic from the end-user services to back-end enterprise resources like Microsoft Exchange, Applications, web servers and SharePoint. It also ensures only authorised Compatible Devices and Users are able to access the business content and secures data-at-rest and in transit ("**MobileIron Sentry**").

2.4 **Professional Services:** BT will provide the Professional Services set out in any applicable Order, which will include:



- 2.4.1 **On-Premises MobileIron Installation:** an advanced BT installation service available with a Gold Licence or a Platinum Licence, where BT will:
  - (a) install additional MobileIron Sentry gateways; and
  - (b) system configuration;
- 2.4.2 **Mobile Device Management Training:** BT will provide you with a range of training modules on how to administer, set-up and manage your BT One Mobile Secure Devices (MobileIron) Service;
- 2.4.3 **Mobile Device Management Professional Services:** BT will provide you with bespoke management services through BT's or MobileIron's accredited engineers to help you manage and administer your BT One Mobile Secure Devices (MobileIron) Service as set out in the Statement of Requirements and the BT Price List; and
- 2.4.4 any other professional services we both agree from time to time; and

### 3 Service Options

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

- 3.1 **Connector Software:** Software available with MobileIron Cloud Service that BT will install on your servers and that provides a connection between your Active Directory and your MobileIron Cloud Service ("**Connector Software**"); and
- 3.2 **MobileIron Sentry:** if you have selected the MobileIron Cloud Service, you may add the MobileIron Sentry option to the MobileIron Cloud Service and BT will install MobileIron Sentry on your servers and connect it to your MobileIron Cloud Service.

### 4 Licence Options

- 4.1 BT will provide you with any of the following licence options as set out in any applicable Order and in accordance with the details as set out in that Order:
  - 4.1.1 Licence Bundles for either the MobileIron On-Premises Service or the MobileIron Cloud Service that will be applied to your account.
- 4.2 The following Licence Bundles are available:
  - 4.2.1 **Bronze:** a licence option for the MobileIron Software, available with MobileIron Cloud Service, that provides you with the ability to set up and manage your Compatible Devices ("**Bronze Licence**");
  - 4.2.2 **Silver:** a licence option for the MobileIron Software, available with both deployment options that provides the basic mobile device management services in the Bronze Licence and integrates them with your email directory for secure email access and policy based access control ("**Silver Licence**"). For the MobileIron Cloud Service, you will need to order MobileIron Sentry and Connector Software;
  - 4.2.3 **Gold:** a licence option for the MobileIron Software available with both deployment options that provides you with all the features of a Silver Licence and additional security and management capabilities for applications, web access and content access ("**Gold Licence**"). For the MobileIron Cloud Service, you will also need to order MobileIron Sentry and Connector Software; and
  - 4.2.4 **Platinum:** a licence option for MobileIron Software available with both deployment options that provides you with all the features of a Gold licence and additional remote helpdesk access and VPN capabilities ("**Platinum Licence**"). For the MobileIron Cloud Service, you will also need to order MobileIron Sentry and Connector Software.

### 5 Service Management Boundary

- 5.1 BT will provide and manage the BT One Mobile Secure Devices (MobileIron) Service in accordance with Parts B and C of this Schedule and as set out in any applicable Order ("**Service Management Boundary**").
- 5.2 BT will have no responsibility for the BT One Mobile Secure Devices (MobileIron) Service outside the Service Management Boundary.
- 5.3 BT does not make any representations, whether express or implied, about whether the BT One Mobile Secure Devices (MobileIron) Service will operate in combination with any Customer Equipment or other equipment and software.
- 5.4 The BT One Mobile Secure Devices (MobileIron) Service does not support and BT has no responsibility for faults which in BT's reasonable opinion result (directly or indirectly) from additional features and configurations of the BT One Mobile Secure Devices (MobileIron) Service that are provided directly to you by any third party suppliers.

### 6 Associated Services and Third parties



- 6.1 You will have the following services in place that will connect to the BT One Mobile Secure Devices (MobileIron) Service that you have selected in the Order and are necessary for the BT One Mobile Secure Devices (MobileIron) Service to function and will ensure that these services meet the minimum technical requirements that BT specifies:
  - 6.1.1 an Internet connection for access to the Device Management Software; and
  - 6.1.2 Customer Equipment that complies with the Minimum Technical Requirements.
- 6.2 If BT provides you with any services other than the BT One Mobile Secure Devices (MobileIron) Service this Schedule will not apply to those services and those services will be governed by their separate terms.
- 6.3 If you use the BT One Mobile Secure Devices (MobileIron) Service in conjunction with Compatible Devices purchased under a separate contract with BT, you will maintain the mobile service in accordance with that contract and will be charged for data usage between the Compatible Devices and the Device Management Software in accordance with the Charges for data in that contract.
- 6.4 If you use the BT One Mobile Secure Devices (MobileIron) Service in conjunction with Compatible Devices purchased from or maintained by third parties and for which the mobile data service and SIM Cards are not provided under a contract with BT ("**Non-BT Device**"):
  - 6.4.1 BT will not be liable for the Non-BT Device; and
  - 6.4.2 you will be responsible for:
    - (a) maintaining a mobile data connection and a valid contract with a Network Operator for the provision of a mobile data service to the Non-BT Devices during the term of the Contract; and
    - (b) paying all charges related to your data usage on those Non-BT Devices.
- 6.5 If the Device Management Software supports access to Third Party Services, BT may vary the range of Third Party Services available, either by withdrawing named Third Party Services or by adding a Third Party Service. If a Third Party Service is withdrawn, BT will use commercially reasonable endeavours to replace the withdrawn Third Party Service with an equivalent service.

### 7 Statement of requirements – On site installation

- 7.1 If the implementation of the applicable BT One Mobile Secure Devices (MobileIron) Service requires a Statement of Requirements, we will both agree the final contents of that Statement of Requirements in writing, using the process set out in Paragraph 7.2, before BT installs the BT One Mobile Secure Devices (MobileIron) Service.
- 7.2 Where you complete a Statement of Requirements, BT may agree to the proposed Statement of Requirements or revise it with suggested amendments for your approval or revision and any revised Statement of Requirements will follow the same approval or revision process.
- 7.3 The Statement of Requirements will form part of the Contract when BT provides Notice that the Statement of Requirements is in a final and agreed form.
- 7.4 If BT has been delayed in providing Notice that the Statement of Requirements is in a final and agreed form for more than 14 days after the date of the Order and that delay is your fault, BT may charge you an administrative Charge to cover BT's reasonable expenses caused by the delay.

### 8 Installation pre-conditions

- 8.1 BT will only install the BT One Mobile Secure Devices (MobileIron) Service if:
  - 8.1.1 BT is satisfied that the Customer Equipment at your Site complies with the Minimum Technical Requirements; and
  - 8.1.2 if a Statement of Requirements is required, BT provides Notice that the Statement of Requirements is in final and agreed form.
- 8.2 BT will not be bound by any agreed timescales for the installation of any portion of the BT One Mobile Secure Devices (MobileIron) Service until you:
  - 8.2.1 complete the installation pre-requirements; and
  - 8.2.2 supply BT with all of the information BT needs to set up your account with MobileIron and to grant you access to the relevant MobileIron Software.

### 9 professional Services

- 9.1 BT will provide Professional Services to you on the terms of the Contract and as specified in the Statement of Requirements.
- 9.2 Subject to Paragraph 13 of this Schedule, if any part of the Professional Services are performed by BT negligently or in breach of the provisions of this Contract then, if BT receives your written request within six months of the completion of the Professional Services, BT will re-perform the relevant part of the Professional Services.



- 9.3 Subject to Clause 22.2 of the General Terms, re-performance in accordance with Paragraph 9.2 will be your sole remedy where BT performs the Professional Services negligently or in breach of the provisions of this Contract.

### 10 Software Warranties

- 10.1 If you notify BT of any failure of the Device Management Software or the Client Device Software to perform in accordance with the relevant User documentation within the applicable Warranty Period, BT will use reasonable endeavours to work with MobileIron to remedy the defect, provided that you have complied with your obligations in Paragraph 13 of this Schedule.
- 10.2 BT does not:
- 10.2.1 give any warranties of any kind about the BT One Mobile Secure Devices (MobileIron) Service, whether express or implied; or
  - 10.2.2 warrant that any result or objective, whether stated in this Contract or not, will be achieved, be achievable, or be attained at all, by any given date.

### 11 Specific Terms

#### 11.1 Minimum Period of Service

- 11.1.1 At the end of the Minimum Period of Service, unless one of us gives Notice to the other of an intention to terminate the BT One Mobile Secure Devices (MobileIron) Service in accordance with the Contract, BT will continue to provide the BT One Mobile Secure Devices (MobileIron) Service and both of us will continue to perform each of our obligations in accordance with the Contract.
- 11.1.2 The BT One Mobile Secure Devices (MobileIron) Service will automatically terminate if any of the MobileIron Terms of Use or any other third party licence necessary for the operation of the BT One Mobile Secure Devices (MobileIron) Service expires or is terminated for any reason.
- 11.1.3 BT may propose changes to this Schedule or the Charges (or both) by giving you Notice at least 90 days prior to the end of the Minimum Period of Service ("**Notice to Amend**").
- 11.1.4 Within 21 days of any Notice to Amend, you will provide BT Notice:
- (a) agreeing to the changes BT proposed, in which case those changes will apply from the beginning of the following Renewal Period;
  - (b) requesting revisions to the changes BT proposed, in which case both of us will enter into good faith negotiations for the remainder of that Minimum Period of Service and, if agreement is reached, the agreed changes will apply from the expiry of the Minimum Period of Service; or
  - (c) terminating the Contract at the end of the Minimum Period of Service.
- 11.1.5 If we have not reached agreement in accordance with Paragraph 11.1.4(b) by the end of the Minimum Period of Service, the terms of this Schedule will continue to apply from the expiry of the Minimum Period of Service unless you give Notice in accordance with Paragraph 11.1.4(c) or BT may give Notice of termination, in which case BT will cease delivering the BT One Mobile Secure Devices (MobileIron) Service at the time of 23:59 on the last day of the Minimum Period of Service.

#### 11.2 Customer Committed Date

- 11.2.1 If you request a change to the BT One Mobile Secure Devices (MobileIron) Service or any part of the BT One Mobile Secure Devices (MobileIron) Service then BT may revise the Customer Committed Date to accommodate that change.
- 11.2.2 BT may expedite delivery of the BT One Mobile Secure Devices (MobileIron) Service for operational reasons or in response to a request from you, but this will not revise the Customer Committed Date.

#### 11.3 Service Transition

- 11.3.1 If you are transitioning your existing services to BT, you will provide any information or access BT reasonably requests at least 10 days before the Service Start date, including:
- (a) an inventory list with information relating to each Device to be transitioned with relevant specifications, including:
    - (i) the location of the Device;
    - (ii) software licence information;
    - (iii) network diagrams;
    - (iv) Device name and IP addressing; and
    - (v) details of any third party contracts, service level agreements and equipment;
  - (b) access to your Devices at least 10 Business Days prior to the Service Start Date; and
  - (c) copies of relevant extracts of your supplier support contracts for the Devices that are the subject of the service being transitioned. BT will assume that the existing service level agreements with



the relevant supplier remain the same as set out in the copies provided to BT, unless you provide BT Notice.

- 11.3.2 Any changes to the inventory provided in accordance with Paragraph 11.3.1(a) will be made in writing and:
- (a) may cause delay to the transition of your service or the Service Start Date; and
  - (b) may result in a change to the Charges to reflect the revised scope of the BT One Mobile Secure Devices (MobileIron) Service.

### 11.4 EULA

- 11.4.1 BT will only provide the BT One Mobile Secure Devices (MobileIron) Service if you have entered into the applicable MobileIron Terms of Use. By using the BT One Mobile Secure Devices (MobileIron) Service, you agree to the terms set out in the applicable MobileIron Terms of Use.
- 11.4.2 In addition to what it says in Clause 15 of the General Terms, if you do not comply with the EULA, BT may restrict or suspend the BT One Mobile Secure Devices (MobileIron) Service upon reasonable Notice, and:
- (a) you will pay the Charges that are payable for the BT One Mobile Secure Devices (MobileIron) Service until the BT One Mobile Secure Devices (MobileIron) Service ends; and
  - (b) BT may charge a re-installation fee to start the BT One Mobile Secure Devices (MobileIron) Service again.
- 11.4.3 You are responsible in accordance with the terms of the EULA for the use of the Software.
- 11.4.4 You will enter into the EULA for your own benefit and the rights, obligations, acknowledgements, undertakings, warranties and indemnities granted in accordance with the EULA are between you and MobileIron.
- 11.4.5 You will deal with the Supplier with respect to any loss or damage suffered by you or the Supplier under the EULA and any loss or damage will not be enforceable against BT.
- 11.4.6 Where the EULA is presented in a 'click to accept' function and you require BT to configure or install Software on your behalf, BT will do so as your agent and bind you to the EULA.

### 11.5 Data Protection

- 11.5.1 Your and the Users' Personal Data may be Processed by MobileIron outside the European Economic Area.
- 11.5.2 MobileIron will Process the Personal Data only to the extent necessary for the provision of the relevant BT One Mobile Secure Devices (MobileIron) Service and in the generation of anonymised statistical data concerning the relevant BT One Mobile Secure Devices (MobileIron) Service.
- 11.5.3 You will obtain all appropriate User consents to enable the Processing of Personal Data by MobileIron.

### 11.6 Invoicing

- 11.6.1 Unless set out otherwise in any applicable Order BT will invoice you for the following Charges in the amounts set out in any applicable Order:
- (a) Charges for installing the MobileIron Software, the Connector Software and MobileIron Sentry, one month in arrears from the date of completion of the installation;
  - (b) Charges for Professional Services, one month in arrears from the date of completion of the Professional Services;
  - (c) Recurring Charges for the BT One Mobile Secure Devices (MobileIron) Service monthly in advance and for any period where the BT One Mobile Secure Devices (MobileIron) Service is provided for less than one month, the Recurring Charges will be calculated on a daily basis; and
  - (d) Termination Charges incurred in accordance with Paragraph 11.7 upon termination of the relevant BT One Mobile Secure Devices (MobileIron) Service.
- 11.6.2 BT may invoice you for any of the following Charges in addition to those set out in any applicable Order:
- (a) Charges for investigating Incidents that you report to BT where BT finds no Incident or that the Incident is caused by something for which BT is not responsible under the Contract;
  - (b) Charges for commissioning the BT One Mobile Secure Devices (MobileIron) Service in accordance with Paragraph 12.2 outside of Business Hours;
  - (c) Charges for expediting provision of the BT One Mobile Secure Devices (MobileIron) Service at your request after BT has informed you of the Customer Committed Date; and
  - (d) any other Charges as set out in any applicable Order or the BT Price List or as otherwise agreed between both of us.
- 11.6.3 If during the term of the Contract you are using more licences for the MobileIron Software than you have selected in your Order, you will be liable to pay Recurring Charges for those additional licences at the rate set out in the BT Price List ("**Additional Charges**"). BT will invoice you for any such Additional



Charges in accordance with Paragraph 11.6.1(c) starting from the date BT gives you Notice of your liability to pay such Additional Charges.

### 11.7 Charges at the end of the Contract

- 11.7.1 If you terminate the Contract, the BT One Mobile Secure Devices (MobileIron) Service or any applicable Order for convenience in accordance with Clause 17 of the General Terms you will pay BT:
- (a) all outstanding Charges for service rendered;
  - (b) De-installation Charges;
  - (c) any additional amounts due under the Contract;
  - (d) any other Charges as set out in any applicable Order; and
  - (e) any charges reasonably incurred by BT from a supplier as a result of the early termination.
- 11.7.2 In addition to the Charges set out at Paragraph 11.7.1 above, if you terminate the Contract during the Minimum Period of Service, you will pay BT as compensation 100 per cent of the Recurring Charges for any remaining months of the first 12 months of the Minimum Period of Service.
- 11.7.3 If the applicable MobileIron Terms of Use are terminated by MobileIron during the MobileIron Minimum Period of Service for your default under the relevant MobileIron Terms of Use, the termination charge set out in Paragraph 11.7.2 will be payable.
- 11.7.4 If you terminate the BT One Mobile Secure Devices (MobileIron) Service after the MobileIron Minimum Period of Service has expired, you will not pay any Termination Charges.
- 11.7.5 Termination will take effect from your next billing period if BT receives your termination Notice at least 10 Business Days before the invoice date.

### 11.8 Service Amendment

- 11.8.1 You may request, by giving BT Notice, a change to:
- (a) an Order for the BT One Mobile Secure Devices (MobileIron) Service (or part of an Order) at any time before the applicable Service Start Date; or
  - (b) the BT One Mobile Secure Devices (MobileIron) Service at any time after the Service Start Date.
- 11.8.2 If you request a change in accordance with Paragraph 11.8.1, except where a change results from BT's failure to comply with its obligations under the Contract, BT will, within a reasonable time, provide you with a written estimate, including:
- (a) the likely time required to deliver the changed BT One Mobile Secure Devices (MobileIron) Service; and
  - (b) any changes to the Charges due to the changed BT One Mobile Secure Devices (MobileIron) Service.
- 11.8.3 BT has no obligation to proceed with any change that you request in accordance with Paragraph 11.8.1, unless and until the necessary changes to the Charges, implementation timetable and any other relevant terms of the Contract to take account of the change are agreed between both of us in writing.
- 11.8.4 If BT changes a BT One Mobile Secure Devices (MobileIron) Service prior to the Service Start Date because you have given BT incomplete or inaccurate information, BT may, acting reasonably, apply additional Charges.

### 11.9 Limitation of Liability

BT has no liability where MobileIron fails to provide the applicable MobileIron Software or withdraws the MobileIron Software and BT will not in these circumstances refund any Charges you have already paid.



## Part B – Service Delivery and Management

### 12 BT's Obligations

#### 12.1 Service Delivery

Before the Service Start Date and, where applicable, throughout the provision of the BT One Mobile Secure Devices (MobileIron) Service, BT:

- 12.1.1 will provide you with contact details for the Service Desk;
- 12.1.2 will comply with all reasonable health and safety rules and regulations and reasonable security requirements that apply at the Site(s) and that you have notified to BT in writing, but BT will not be liable if, as a result of any such compliance, BT is in breach of any of its obligations under this Contract; and
- 12.1.3 will provide you with a Customer Committed Date and will use reasonable endeavours to meet any Customer Committed Date.

#### 12.2 Commissioning of the Service

Before the Service Start Date, BT will:

- 12.2.1 configure the BT One Mobile Secure Devices (MobileIron) Service; and
- 12.2.2 conduct a series of standard tests on the BT One Mobile Secure Devices (MobileIron) Service to ensure that it is configured correctly.

#### 12.3 During Operation

On and from the Service Start Date, BT:

- 12.3.1 will maintain a web portal and server to provide you with online access to performance reports; and
- 12.3.2 may carry out Maintenance from time to time and will use reasonable endeavours to inform you at least five Business Days before any Planned Maintenance on the BT Network or the BT One Mobile Secure Devices (MobileIron) Service however, BT may inform you with less notice than normal where Maintenance is required in an emergency.

#### 12.4 The End of the Service

On termination of the BT One Mobile Secure Devices (MobileIron) Service by either of us, BT:

- 12.4.1 may delete any Content.

### 13 Your Obligations

#### 13.1 Service Delivery

Before the Service Start Date and, where applicable, throughout the provision of the BT One Mobile Secure Devices (MobileIron) Service, you will:

- 13.1.1 provide BT with the names and contact details of the Customer Contact, but BT may also accept instructions from a person who BT reasonably believes is acting with your authority;
- 13.1.2 provide BT with any information reasonably required without undue delay;
- 13.1.3 provide BT with access to any Site(s) during Business Hours, or as otherwise agreed, to enable BT to set up, deliver and manage the BT One Mobile Secure Devices (MobileIron) Service;
- 13.1.4 complete any preparation activities that BT may request to enable you to receive the BT One Mobile Secure Devices (MobileIron) Service promptly and in accordance with any reasonable timescales;

#### 13.2 During Operation

On and from the Service Start Date, you will:

- 13.2.1 ensure that Users report Incidents to the Customer Contact and not to the Service Desk
- 13.2.2 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 is available for all subsequent Incident management communications;
- 13.2.3 monitor and maintain any Customer Equipment connected to the BT One Mobile Secure Devices (MobileIron) Service or used in connection with a Service;
- 13.2.4 ensure that any Customer Equipment that is connected to the BT One Mobile Secure Devices (MobileIron) Service or that you use, directly or indirectly, in relation to the BT One Mobile Secure Devices (MobileIron) Service is:
  - (a) connected using the applicable BT Network termination point, unless you have BT's permission to connect by another means;
  - (b) adequately protected against viruses and other breaches of security;



- (c) technically compatible with the BT One Mobile Secure Devices (MobileIron) Service and will not harm or damage the BT Network or any of BT's suppliers' or subcontractors' network or equipment; and
    - (d) approved and used in accordance with relevant instructions, standards and Applicable Law and any safety and security procedures applicable to the use of that Customer Equipment;
  - 13.2.5 immediately disconnect any Customer Equipment, or advise BT to do so at your expense, where Customer Equipment does not meet any relevant instructions, standards or Applicable Law;
  - 13.2.6 install or uninstall the Client Device Software on the Compatible Devices;
  - 13.2.7 pay the Charges for the Client Device Software regardless of whether you or your Users have correctly installed the Client Device Software;
  - 13.2.8 enable roaming on the Compatible Device where Compatible Devices are used outside of the UK;
  - 13.2.9 pay the Charges for data roaming in a contract with BT for the provision of mobile services or in the contract for a mobile data service to the Non-BT Devices;
  - 13.2.10 provide first level support through your own IT helpdesk for the Users and make all necessary escalations to the Service Desk;
  - 13.2.11 be responsible for making sure the use of the Compatible Devices and of any third party Software used with the BT One Mobile Secure Devices (MobileIron) Service is in accordance with any licence or user guide or other reasonable instruction of any relevant manufacturer or supplier;
  - 13.2.12 distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the Service;
  - 13.2.13 maintain a written list of current Users and provide a copy of such list to BT within five Business Days following BT's written request at any time;
  - 13.2.14 ensure the security and proper use of all valid User access profiles, passwords and other systems administration information used in connection with the BT One Mobile Secure Devices (MobileIron) Service and:
    - (a) immediately terminate access for any person who is no longer a User;
    - (b) inform BT immediately if a User's 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;
    - (c) take all reasonable steps to prevent unauthorised access to the BT One Mobile Secure Devices (MobileIron) Service;
    - (d) satisfy BT's security checks if a password is lost or forgotten; and
    - (e) change any or all passwords or other systems administration information used in connection with the BT One Mobile Secure Devices (MobileIron) Service if BT requests you to do so in order to ensure the security or integrity of the BT One Mobile Secure Devices (MobileIron) Service.
  - 13.2.15 ensure that the maximum number of Users will not exceed the permitted number of User identities as set out in any applicable Order;
  - 13.2.16 not allow any User specific subscription to be used by more than one individual User unless it has been reassigned in its entirety to another individual User, in which case you will ensure the prior User will no longer have any right to access or use the BT One Mobile Secure Devices (MobileIron) Service; and
  - 13.2.17 inform BT within five Business Days if the number of Users increases by more than 5 per cent from the number of Users as set out in any applicable Order and, in these circumstances, or if BT can demonstrate by management reports that the number of Users exceeds that limit, BT may increase the Charges proportionately.
- 13.3 **The End of the Service**

On termination of the BT One Mobile Secure Devices (MobileIron) Service by either of us, you will:

  - 13.3.1 provide BT with all reasonable assistance necessary to remove BT Equipment from the Site(s);
  - 13.3.2 disconnect any Customer Equipment from BT Equipment located at the Site(s);
  - 13.3.3 not dispose of or use BT Equipment other than in accordance with BT's written instructions or authorisation;
  - 13.3.4 arrange for any BT Equipment located at the Site(s) to be returned to BT; and
  - 13.3.5 be liable for any reasonable costs of recovery that BT incurs in recovering the BT Equipment.

## 14 Notification of Incidents

Where you become aware of an Incident:

- 14.1 the Customer Contact will report it to the Service Desk;



- 14.2 BT will give you a Ticket;
- 14.3 BT will inform you when it believes the Incident is cleared and will close the Ticket when:
  - 14.3.1 you confirm that the Incident is cleared within 24 hours after having been informed; or
  - 14.3.2 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 following BT's attempt to contact you.
- 14.4 If you confirm that the Incident is not cleared within 24 hours after having been informed, the Ticket will remain open, and BT will continue to work to resolve the Incident.



**Part C – Service Levels**

There are no Service Levels for BT One Mobile Secure Devices (MobileIron) Service.



## Part D – Defined Terms

### 15 Defined Terms

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

**“Active Directory”** means the Microsoft Windows directory service that facilitates working with interconnected, complex and different network resources in a unified manner.

**“Additional Charges”** has the meaning given in Paragraph 11.6.2.

**“Bronze Licence”** has the meaning given in Paragraph 4.2.1.

**“BT One Mobile Secure Devices (MobileIron) Service”** has the meaning given in Paragraph 1.

**“Client Device Software”** has the meaning given in Paragraph 2.3.2.

**“Compatible Device”** means a Device that is suitable for use with either BT One Mobile Secure Devices (MobileIron) Service and is managed by the Device Management Software. You may request an up to date list of Compatible Devices from BT.

**“Connector Software”** has the meaning given in Paragraph 3.1.

**“Content”** means applications, data, information (including emails), video, graphics, sound, music, photographs, software or any other material.

**“Core Software”** has the meaning given in Paragraph 2.3.1(b).

**“Customer Committed Date”** means the date provided by BT on which delivery of the BT One Mobile Secure Devices (MobileIron) Service (or each part of the BT One Mobile Secure Devices (MobileIron) Service, including to each Site) is due to start.

**“Customer Contact”** means any individuals authorised to act on your behalf for BT One Mobile Secure Devices (MobileIron) Service management matters.

**“Customer Equipment”** means any equipment including any Purchased Equipment and any software, other than BT Equipment, used by you in connection with the BT One Mobile Secure Devices (MobileIron) Service.

**“De-installation Charges”** means the charges payable by you on de-installation of the BT One Mobile Secure Devices (MobileIron) Service that are equal to the then current rates for Installation Charges on the date of de-installation.

**“Device”** means any mobile handset, laptop, tablet or other item of handheld equipment, including all peripherals, excluding SIM Cards and applications, which are in scope of the BT One Mobile Secure Devices (MobileIron) Service, as set out in the Order.

**“Device Management Software”** has the meaning given in Paragraph 2.3.1.

**“General Terms”** means the general terms that this Schedule is attached to, or where not attached to this Schedule, can be found at [www.bt.com/terms](http://www.bt.com/terms), and form part of the Contract.

**“Gold Licence”** has the meaning given in Paragraph 4.2.3.

**“Incident”** means an unplanned interruption to, or a reduction in the quality of, the BT One Mobile Secure Devices (MobileIron) Service or particular element of the Service.

**“Installation Charges”** means those Charges set out in any applicable Order in relation to installation of the BT One Mobile Secure Devices (MobileIron) Service.

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

**“Licence Bundle”** means a number of User software licences enabling access to the applicable MobileIron Software.

**“Minimum Period of Service”** means a period of 12 consecutive months or as set out in any applicable Order beginning on the Service Start Date.

**“Minimum Technical Requirements”** means the technical requirements for the operation of the applicable BT One Mobile Secure Devices (MobileIron) Service which are available at <https://www.mobileiron.com/en/solutions/multi-os-management>.

**“MobileIron”** means MobileIron Inc, a Delaware corporation with its principal place of business at 415 East Middlefield Road, Mountain View, CA 940643.

**“MobileIron Cloud Portal”** means the hosted MobileIron management and administration portal.

**“MobileIron Cloud Software”** has the meaning given in Paragraph 2.3.1(c).

**“MobileIron Sentry”** has the meaning given in Paragraph 2.3.3.

**“MobileIron Software”** has the meaning given in Paragraph 2.3.

**“MobileIron Terms of Use”** means either MobileIron’s end user licence agreement available at <https://www.mobileiron.com/en/legal/eula> or MobileIron’s software as a service terms of the use available at <https://www.mobileiron.com/en/legal/tou-saas>, both as amended or updated from time to time.

**“Network Operator”** means any mobile communications system network operator which provides wireless or mobile voice and data services to the Customer or the Customer’s Users.



“**Non-BT Device**” has the meaning given in Paragraph 6.4.

“**Notice to Amend**” has the meaning given in Paragraph 11.1.3.

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

“**Platinum Licence**” has the meaning given in Paragraph 4.2.4.

“**Professional Services**” means the services specified in the Order.

“**Recurring Charges**” means the Charges for the BT One Mobile Secure Devices (MobileIron) Service or applicable part of the BT One Mobile Secure Devices (MobileIron) Service that are invoiced repeatedly in every payment period (e.g. every month), as set out in any applicable Order.

“**Service Desk**” means the helpdesk that you are able to contact to submit service requests, report Incidents and ask questions about the BT One Mobile Secure Devices (MobileIron) Service.

“**Service Management Boundary**” has the meaning given in Paragraph 5.1.

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

“**Silver Licence**” has the meaning given in Paragraph 4.2.2.

“**SIM Card**” means Subscriber Identity Module Card.

“**Site**” means a location at which the BT One Mobile Secure Devices (MobileIron) Service is provided.

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

“**Third Party Services**” means (i) operator lookup; (ii) cell tower location lookup; (iii) SMS delivery (aggregator); (iv) phone image lookup; (v) Apple push notification; (vi) Google's Android push notification; and (vii) map lookup, along with such other services as may be notified to you from time to time.

“**Ticket**” means the unique reference number provided by BT for an Incident and that may also be known as a “**fault reference number**”.

“**Warranty Period**” means (i) in respect of the MobileIron On-Premises Service, a period of 90 days following the Service Start Date; and (ii) in respect of the MobileIron Cloud Service, a period of 30 days following the Service Start Date.