



BlackBerry® for Business Solution Terms Annex to the EE Mobile Schedule

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A note on 'you'

'You' and 'your' mean the Customer.

Words defined in the General Terms

Words that are capitalised but have not been defined in these Solution Terms have the meanings given to them in the General Terms, EE Mobile Schedule, Orders and EE Price Guide.

Part A – This Solution

1 Introduction

1.1 This Solution is provided in accordance with the Customer's Agreement with EE. The term "Solution" is used in this Solution Terms to refer to Spark UEM Express Suite, Spark UEM Suite, BlackBerry® Cyber Suite, Spark Suite, BBM Enterprise, BBM Enterprise Archiving, Digital Workplace, AtHoc, Jump Start, Quick Start, Professional Services (as defined below) as appropriate. There is no Solution Description applicable to this Solution Terms but you are responsible for ensuring the Customer Equipment for use in connection with this Solution meets the current BlackBerry® specifications available at <https://docs.blackberry.com/en>.

2 The BlackBerry® for Business Solution

2.1 With BlackBerry® for Business Solution you may choose from the following services:

BlackBerry® Spark UEM Express Suite	The BlackBerry® Spark UEM Express Suite allows the ability to manage and secure devices and apps, across key platforms and device ownership models with a highly secure option for seamlessly using native Microsoft® apps.
BlackBerry® Spark UEM Suite	The BlackBerry® Spark UEM Suite includes the functionality of the BlackBerry® Spark UEM Express Suite with the addition of Mobile Content Management (MCM) with full Digital Rights Management (DRM), Identity and Access Management (IAM), BlackBerry® Dynamics™ SDK and ISV/custom apps and multi-channel notifications. With the BlackBerry® Spark UEM Suite, you will have access to the premium security package with BlackBerry® Secure Connect Plus and Regulated Control.
BlackBerry® Cyber Suite	The BlackBerry Spark® Cyber Suite is a set of security controls offering a Zero Trust framework that is offers minimally invasive (Zero Touch) user experience. The BlackBerry Spark® Cyber Suite is an integrated set of security controls and processes that provides a foundation for a Zero Trust security architecture with security controls from traditional endpoints to mobile to IoT devices.
BlackBerry® Spark Suite	The BlackBerry® Spark Suite combines BlackBerry® Spark Cyber Suite and Unified Endpoint Management (UEM), for all device types and ownership models. The BlackBerry® Spark Suite offers improved cross-platform visibility and cyber threat prevention and remediation, with simplified administration.
BlackBerry® BBM Enterprise	BBM® Enterprise allows secure chat, voice, video and group chat on any smartphone or desktop. BBM Enterprise protects data with end-to-end encryption both in transit and at rest across Android™, iOS®, BlackBerry® 10, Windows®, and macOS.



BlackBerry® BBM Enterprise Archiving	BBM Enterprise allows archiving via BlackBerry® UEM to help ensure compliance with electronic communication regulations
BlackBerry® Digital Workplace	BlackBerry® Digital Workplace connects users seamlessly to browser-based email, calendar, contacts, and a secure, inbuilt document editor, whether online or offline, for increased productivity. All devices and endpoints are continuously protected with CylancePROTECT®, an AI-based malware protection solution.
BlackBerry® AtHoc	BlackBerry® AtHoc grants you access to a suite of applications that enable effective planning, response and collaboration by unifying crisis communications between organizations, people, devices, and external entities.
BlackBerry® Jump Start	A full lifecycle deployment program for large enterprises (up to 2,000 users) that helps you implement BlackBerry® software and access Product Validation Services to check the solution is working properly. Education and training services are available for better optimization.
BlackBerry® Quick Start	Professional services designed for small- and medium-sized businesses, the Quick Start program delivers implementation best practices, including product validation services to help ensure the Buyer’s deployed BlackBerry® software meets the needs of mobile users.
BlackBerry® Professional Services	Jump Start professional Services for customers purchasing BlackBerry® Cyber Suite and Spark Suite.

2.2 End User Software Licence:

- (a) you agree (and shall procure that its Users agree) to be bound by the BlackBerry® Solution License Agreement in the form of **BlackBerry® Solution Licensing Agreement** as may be amended or updated from time to time.
- (b) you are responsible for the cost of any additional End User Licensed Software licence fees payable to BlackBerry® in order to receive the relevant BlackBerry® Service from EE.

3 Customer Obligations

- 3.1 The items needed for you to receive Spark UEM Express Suite, Spark UEM Suite, Spark Cyber Suite, Spark Suite, BBM Enterprise, BBM Enterprise Archiving, Digital Workplace, AtHoc, Jump Start, Quick Start, Professional Services from EE can be found at <https://docs.blackberry.com/en>. You will be solely responsible for the provision, installation and maintenance of all those items and will bear all costs associated with them.
- 3.2 Except to the extent that EE or BlackBerry® are expressly precluded from law from prohibiting these activities, you shall not (and shall procure that its Users shall not) itself nor authorise any other person to, alter, modify, adapt, create derivative works, translate, deface, reverse engineer, disassemble, decompile or otherwise



attempt to derive the source code of BlackBerry® End User Licensed Software and/or associated CALs, in whole or in part, nor shall you or your Users attempt to do any of the above.

- 3.3 Unless otherwise agreed by the parties in writing, you shall be responsible, at its own cost, for:
- (a) the installation and configuration of all Software;
 - (b) providing any training to Users of managed Devices (if required);
 - (c) deactivating any lost, stolen or replaced Managed Devices.

4 Charges

- 4.1 You will maintain a suitable airtime Service Plan to support communication between Managed Devices and the Device Management Software. All data transmitted to or from the Managed Devices (including to or from the Device Management Software) is chargeable at your usual rates.
- 4.2 You will enable roaming to allow use of a Managed Device outside the UK. You will be charged at your usual data roaming rates.
- 4.3 Charges for Professional Services will be set out in the Contract.
- 4.4 EE may invoice you for any additional costs and expenses incurred by EE caused by changes in your instructions, any failure to provide instructions or information when requested.

5 The End of the Solution

- 5.1 Each bundle of licences ordered by you will have a Minimum Term of 12 months, or greater if specified in the Contract.
- 5.2 If you have ordered an annual Licence Bundle, after the expiry of the Minimum Term a rolling monthly Licence Bundle Charge will apply for the quantities equivalent to the Licence Bundle chosen at the subscription charges set out in the Initial Order or Contract Change Note. You may transfer individual licences for Client Software from one Managed Device to another Compatible Device subject to these Solution Terms and compliance with your obligations under the Contract.
- 5.3 If you wish to terminate any licence early then you will give notice of this fact to EE. Any termination of licences will be in quantities equivalent to the Licence Bundle option chosen, that is of 1, 10, 100 or 1000 licences, except you will be required to maintain a minimum number of 100 licences at any one time. Until its replacement, the Charges for a larger Licence Bundle will continue until the Licence Bundle is replaced with a new one.
- 5.4 Termination Charges will apply to licences terminated during the Minimum Term.
- 5.5 If the BlackBerry® Solution License Agreement terminates, this Solution Terms also terminates.
- 5.6 If the BlackBerry® Solution License Agreement is not terminated by you, or for your default, during the Minimum Term, then no Termination Charges relating to this Solution Terms will be payable.
- 5.7 You may cancel a Licence Bundle without liability for any Termination Charges if the Minimum Term has elapsed. Cancellation will take effect from your next billing date if your cancellation notice is received by EE at least 10 Business Days before the bill date.
- 5.8 In addition to any other payments due from you, you will pay EE the following Termination Charges in accordance with the Contract upon early cancellation of a Licence Bundle:
- 5.9 The Termination Charges will be calculated on a basis where appropriate Licence Bundle monthly Charges will be multiplied by a number of months remaining in the Minimum Term.

6 Technical Support

- 6.1 In this clause "Standard Support" means the Standard Support Service for Large Business Customers the terms and conditions for which are set out in the EE Large Business Price Guide. If you meet the eligibility criteria set out in the Standard Support Solution Terms, Standard Support applies to this Solution Terms.
- 6.2 EE will provide technical support to your BlackBerry® server administrator where you have either purchased any BlackBerry® for Business Solution listed above or has purchased technical support products for its applicable BlackBerry® for Business Connections.
- 6.3 You are responsible for providing a first level of support to Users through your own IT Helpdesk and shall ensure that your IT Helpdesk personnel are properly trained to enable you to comply with your support obligations.
- 6.4 If your IT Helpdesk is unable to resolve an issue it may escalate the issue to EE's BlackBerry® Support Team. EE's BlackBerry® Support Team will be available 24 hours a day, 7 days a week on 0800 079 0226 or by email at blackberry.support@ee.co.uk where calls and emails are escalated in accordance with this clause 9.4 and clause 9.5 below. EE shall use its reasonable endeavours to resolve any issues properly escalated in a timely manner.



- 6.5 Your IT Helpdesk personnel are solely responsible for escalating issues to EE's BlackBerry® Support Team. EE will not accept support requests from Users directly. You must notify EE of the names of your IT Helpdesk personnel before calls are placed to EE's BlackBerry® Support Team.
- 6.6 Where appropriate EE's BlackBerry® Support Team will make any BlackBerry® fixes and security patches released from time to time available to you or advise you where such updates may be downloaded from. Any upgrades which may become available from time to time will be brought to your attention by EE's BlackBerry® Support Team. EE reserves the right to charge you for the provision of any upgrades.
- 6.7 If you have existing BlackBerry® products EE will only provide support you transfer all of your existing Users to EE or, in the case of you using dual suppliers, if you transfer at least 50 of your existing Users to EE.
- 6.8 EE shall have no responsibility for faults which in its reasonable opinion result (directly or indirectly) from:
- (a) your use of your internal telecommunication equipment or to any equipment not provided by EE;
 - (b) improper or unauthorised use of the Service or interference with the Service by you including from Customer Equipment;
 - (c) events outside of EE's direct control; and
 - (d) a breach by you of your obligations under the Solution Terms;
- 6.9 EE may charge you reasonable repair fees (including the cost of replacement equipment) to rectify any faults resulting from the above.
- 6.10 You are solely responsible for any support arrangements in respect of third-party Applications. EE's BlackBerry® Support Team may require you to remove any third-party Application before attempting to diagnose a reported fault. EE's BlackBerry® Support Team will not be responsible for facilitating dialogue between you and any Application developer.
- 6.11 Devices purchased from another network operator cannot be covered under the insurance propositions sold by EE or provided on behalf of EE, as described at www.ee.co.uk/business/terms. In the event of such faulty device the BlackBerry® Support Team can offer technical support to: (i) BlackBerry® customers where you have purchased support from EE; and (ii) BlackBerry® for Business Customers. However, you will need to purchase a new device from EE if repair is required or contact their previous network operator, from whom they bought the device.

7 Export Control

- 7.1 The BlackBerry® Solution License Agreement contains export restrictions imposed by the US government. You agree (and shall procure that its Users agree) to comply with those restrictions in respect of the BlackBerry® Products.
- 7.2 From time to time, EE (or BlackBerry®) may make available information to you your Users regarding countries in which use of or to which import or export of the BlackBerry® Products may infringe local laws. All such information is provided for information only, does not constitute legal advice, and EE (and BlackBerry®) accepts no liability for any inaccuracy, or act or omission of you in reliance upon it. You are advised to take independent legal advice before using or importing or exporting the BlackBerry® Products abroad. However, EE understands from BlackBerry® that, unless directed otherwise by BlackBerry®, use of the BlackBerry® Products in the European Union and Switzerland shall not require you to obtain any additional permission beyond those already secured by BlackBerry®.

8 Solution Restrictions

- 8.1 If the Device Management Software supports access to third-party services, EE 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, EE will use commercially reasonable endeavours to replace the withdrawn third-party service with an equivalent.
- 8.2 Subject to Clause 22.2 of the General Terms, EE will have no liability to you if the Solution Terms, being an automated service, malfunctions due to factors beyond the reasonable control of EE or its third party suppliers (including due to a fault, delay or disruption in the telecommunications equipment or network availability, mis-use or malfunction of equipment or services).



Part B – Defined Terms

9 Definitions

In addition to the defined terms in the General Terms, EE Mobile Schedule, Orders and EE Price Guide, capitalised terms in these Solution Terms will have the following meanings (and in the case of conflict between these defined terms in the General Terms, EE Mobile Schedule, Orders or EE Price Guide, these defined terms will take precedence for the purposes of these Solution Terms):

“Application” means the End User Licensed Software on your or your User’s device which is used to manage that device.

“BlackBerry® Products” means any BlackBerry® Equipment supplied to you by EE under these Solution Terms together with any related documentation.

“BlackBerry®” means BlackBerry® UK Limited with its registered office at 200 Bath Road, Slough, Berkshire SL1 3XE (company number 040224220) or any of its subsidiaries or affiliates (as relevant).

“Client Software” means the End User Licensed Software as indicated in the Initial Order or applicable Contract Change Note provided by EE under this Solution which is installed by or on behalf of you on Managed Devices.

“Device Management Software” means the Software that is installed on the your servers which enable EE to provide the BlackBerry® for Business Solution.

“Licence Bundle” means a number of User software licences enabling access to the Solution.

“Managed Device” means a Device managed using the BlackBerry® for Business Solution.

“Minimum Term” means the minimum period you commit to receive each Licence Bundle as set out in the Initial Order or applicable Contract Change Note calculated from the date that the Licence Bundle is supplied to you.