



Samsung Knox for Enterprise 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 Statement of Requirements

This Solution requires a Statement of Requirements.

2 The Samsung Knox for Enterprise Solution

- 2.1 BT will provide you with:
 - 2.1.1 the Device Application Software;
 - 2.1.2 a Licensing Option or Licensing Options as set out in your Initial Order, Contract Change Note or purchased using Marketplace; and
 - 2.1.3 access to the Samsung Portal.
- 2.2 You will order a Licensing Option for every Mobile Device to be used with the Solution. All Licensing Options are non-refundable and charged as a one-off payment and provide access to the Solution for a one or two-year period as set out in the EE Price Guide.
- 2.3 Each Licensing Option will expire after the one or two-year period unless the subscription is renewed by payment of the applicable charge as per Paragraph 3.1 below.
- 2.4 The Knox Configure Dynamic Licensing Option and Knox Configure Set-Up Licensing Option only are also available for a three-year period as set out in the EE Price Guide.
- 2.5 The Solution is supported by the majority of Samsung Mobile Devices. The list of all compatible Samsung Mobile Devices will be confirmed prior to your initial Order.
- 2.6 Knox Manage is compatible with any Mobile Device supporting Android L+, iOS 8+, or Windows 10.
- 2.7 BT will only provide the Solution if you have entered into an end user licence agreement (also known as terms of use) with Samsung in the form set out at <https://www.samsungknox.com/en/eula> as may be amended or supplemented from time to time by Samsung ("EULA").
- 2.8 You will observe and comply with the EULA for all and any use of the Software. If you do not comply with the EULA, BT may restrict or suspend the Solution upon reasonable notice.
- 2.9 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 Samsung and you will deal with Samsung with respect to any loss or damage suffered and any such loss or damage will not be enforceable against BT.
- 2.10 As part of the Solution, BT will
 - (a) create a Marketplace account with the associated single administrator that will provide you with the capability of adding or removing licences (subject to payment of the associated Charges);
 - (b) assign the Licensing Options that are detailed in your Agreement to your Marketplace account;
 - (c) create and maintain an inventory of the licences used within your Marketplace account;
 - (d) provide you with instructions on how to access the Marketplace account;
 - (e) charge for purchases made using Marketplace and invoice you in accordance with your Agreement.
- 2.11 For BT to provide the Solution, you will have in place throughout the duration of the Contract:
 - 2.11.1 Samsung Mobile Devices registered on the Samsung Knox Enrolment Programme;
 - 2.11.2 access to the Samsung Portal;
 - 2.11.3 a Samsung Identifier; and
 - 2.11.4 an internet connection.
- 2.12 The Solution is provided to you on a no warranty basis.

3 Charges



- 3.1 All Licensing Options are invoiced as a one-off charge at the time of your initial Order as set out in the Order, Contract Change Note or Price Guide (as applicable) in line with your initial Order or subsequent orders, to include orders made using Marketplace.
- 3.2 BT will include any one-off Charges for the Licensing Options in the calculation of any Minimum Spend for this Solution.

4 Your Obligations

- 4.1 To enable BT to provide the Solution, you shall (and you shall procure that your Users shall):
 - 4.1.1 co-operate with BT as BT reasonably requires;
 - 4.1.2 provide BT with such information and documentation as BT reasonably requires;
 - 4.1.3 appoint a Customer Contact for the Solution and notify details of the Customer Contact to BT in writing on or before the Service Start Date with any changes promptly notified to BT in writing;
 - 4.1.4 complete any preparation activities that BT may request to enable you to receive the Solution promptly and in accordance with any reasonable timescales;
 - 4.1.5 be responsible for the configuration and relevant technical infrastructure required to direct traffic through the Solution;
 - 4.1.6 distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the Solution;
 - 4.1.7 ensure the security and proper use of all valid User access profiles, passwords and other systems administration information used in connection with the Solution and take all reasonable steps to prevent unauthorised access to the Solution;
 - 4.1.8 not allow any User specific subscriptions to be used by more than one individual User; and
 - 4.1.9 comply and ensure that your Users comply with all Applicable Laws, terms of use or other policies and codes applicable to use of the internet or the service provided by any network operator.
- 4.2 To enable BT to provide the E-FOTA One Licensing Option, you shall (and you shall procure that your Users shall):
 - 4.2.1 upon reasonable request promptly provide and apply all necessary updates and upgrades that are critical to Mobile Device performance, safety and security regardless of your E-FOTA policy under the E-FOTA One Licensing Option;
 - 4.2.2 sufficiently notify and guide your Users that Mobile Devices with E-FOTA (including any Software within the Mobile Device) may only be modified, updated, or upgraded by your IT admin and no one else. In the event your User modifies, updates, or upgrades a Mobile Device with E-FOTA (including any Software within the Mobile Device) by itself, including receiving such updates from Samsung or its service centres upon User request (“collectively, **“Unauthorised Self Update”**”), Samsung will not be responsible for any damage or loss arising from such Unauthorised Self Updates and will not be performing any support services thereto.
- 4.3 You shall indemnify and keep BT indemnified against all costs, losses, expenses (including without limitation legal expenses), damages, liabilities, demands incurred or suffered by BT.

5 The End of the Solution

- 5.1 BT will provide you with this Solution from the Service Start Date until the earlier of the expiry of the Licensing Options if you do not renew the subscription per Paragraph 2.3 above, or until BT or you terminate this Solution in accordance with the terms of the Contract.
- 5.2 All of the Licensing Options purchased as part of this Solution are transferrable and do not cease if you leave BT with the exception of the following:
 - 5.2.1 Knox Configure Set-Up Licensing Option for 1 or 2-year Mobile Device; and
 - 5.2.2 Knox Configure Dynamic Licensing Option for 1 or 2-year Mobile Device.
- 5.3 Subject to Paragraph 5.2, all of the Licensing Options are transferable when you leave BT and change network provider as long as the Mobile Device is registered to your same Samsung Portal or you retain the Licensing Option on the same Mobile Device.
- 5.4 If the EULA is terminated, the Solution will terminate.
- 5.5 There are no Termination Charges related to the Solution. If you terminate the Solution, you will not be entitled to a refund of any one-off Charges.

6 Technical Support



- 6.1 This paragraph 6 only applies where you are eligible for Standard Support. If you meet the eligibility criteria set out in the Standard Support Solution Terms, Standard Support applies to this Solution in addition to or as amended by the terms set out below.
- 6.2 BT will provide you with access to a Technical Help Desk which will trouble-shoot and assist with issues with the Solution. The Technical Help Desk is available during the hours of 8am to 6pm Monday to Friday, excluding all public and bank holidays. Only the Customer Contact is permitted to contact the Technical Help Desk.
- 6.3 In addition to support provided by BT, you will be able to request support directly from Samsung through the Samsung Portal.

7 Confidentiality and Data Protection

- 7.1 You and/or your Users will be solely responsible for the quality, accuracy, integrity, legality, appropriateness and intellectual property ownership or right to use of all Customer Data and, if applicable, E-FOTA Customer Data.
- 7.2 You will grant (or will procure the grant) to BT a royalty-free, non-exclusive licence for the term of this Contract to use the Customer Data and, if applicable, E-FOTA Customer Data to the extent necessary to deliver the Solution and perform BT's obligations under this Contract.
- 7.3 By submitting and sending Customer Data and, if applicable, E-FOTA Customer Data through the Solution, you grant to BT permission to process and transmit the Customer Data and, if applicable, E-FOTA Customer Data as necessary to deliver the Solution and perform BT's obligations under the Contract.
- 7.4 You shall provide explicit consent and ensure that Users provide explicit consent to the processing by BT and/or Samsung of the Customer Data.
- 7.5 If applicable, you shall apply necessary measures to provide clear notices / terms and conditions to each User, and legitimately obtain such User's consent to the collection and use by Samsung of the below E-FOTA Customer Data, and/or the collection and use by BT or you of the above E-FOTA Customer Data and sharing such E-FOTA Customer Data with Samsung, for the purposes of providing, enhancing and maintaining E-FOTA.
- 7.6 You shall provide explicit consent and ensure that Users provide explicit consent to the processing by BT and/or Samsung of the E-FOTA Customer Data.
- 7.7 Solely with respect to E-FOTA, Customer Data means the following:
 - 7.7.1 Your name, address, contact information, Licensing Option, number of Licencing Options, Mobile Device model, unit price, delivery date to you, Mobile Device IMEI (or MAC address), model description of Mobile Devices, Android OS version, Build Number, Mobile Country Code and Mobile Network Code, CSC code, Country ISO code, your company information (size, industry), EMM authentication information (together "**E-FOTA Customer Data**").
- 7.8 These terms are subject to the Data Processing Annex for the Samsung Knox for Enterprise Solution Terms. You acknowledge and agree that you are a Data Controller of any Personal Data processed by the Solution and that BT and/or its third-party suppliers/Sub-Processor are authorised to process such Personal Data.
- 7.9 In providing the Solution, BT and/ or its third party supplier may have access to your and/or your Users' Personal Data for which you are the Data Controller and BT will ensure that it and its third party supplier shall:
 - 7.9.1 observe the confidential nature of such information on terms that are no less onerous than those that apply to BT under the Contract or Solution;
 - 7.9.2 process such Personal Data only for the purposes of providing the Solution to you;
 - 7.9.3 apply appropriate technical and organisational measures to safeguard against any unauthorised access, loss, destruction of or damage to such Personal Data.
- 7.10 You warrant that you will at all times comply with all Data Protection Legislation.

8 Solution Restrictions

- 8.1 Insurance propositions sold by or provided on behalf of BT, as described at www.ee.co.uk/business/terms, do not apply to this Solution.
- 8.2 Emergency services cannot be accessed using the Solution and BT accepts no responsibility whatsoever for the handling of emergency calls.



- 8.3 As with any automated service, the Solution may malfunction due to factors beyond the reasonable control of BT or its third party suppliers (including without limitation due to a fault, delay or disruption in the telecommunications equipment or network availability, mis-use or malfunction of equipment or services) and BT shall have no liability to you in these circumstances.
- 8.4 By using the Solution, you and your Users may access content, products and services provided by third parties. BT does not control these third parties or their links, and BT is not responsible for the Content or practices of any third party.
- 8.5 You will refer to the policies posted by third parties on their websites regarding privacy and other topics before you or Users use them. If you choose to purchase any products or services from a third party, your relationship is directly with the third party. You agree that BT is not responsible or liable for any loss or damage whatsoever which you or any of your Users may incur from dealing with any third party.
- 8.6 BT grants you a limited, revocable, non-exclusive, non-sub licensable licence to use the Solution for your own internal business purposes and in accordance with these Solution Terms.
- 8.7 Clause 19 of the General Terms is deleted and replaced with the following:
- 8.7.1 “If a Force Majeure Event means the Service is completely and continuously unavailable for 28 consecutive calendar days, either of us can terminate the Contract straightaway by giving the other Notice, as long as the Force Majeure Event is still having an effect when the Notice is received, and we will each have to pay the other the amounts referred to in Clause 21.1.”
- 8.8 The E-FOTA One Licensing Option may (i) limit and restrict the User’s Mobile Device from receiving regular updates and upgrades (including critical security updates and OS upgrades) and/or (ii) download and install certain updates without consent or permission from the User, which may incur additional data charges (collectively, “**Limitations**”).
- 8.9 You acknowledge and agree to such Limitations and shall clearly communicate such Limitations to each User and obtain legitimate consent from each User prior to you applying the Limitations to E-FOTA One Licensing Option to their Mobile Devices.



Part B – Defined Terms

9 Defined Terms

In addition to the defined terms in the General Terms, EE Mobile Schedule, Orders and EE Price Guide, capitalised terms in these Samsung Knox for Enterprise 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 Samsung Knox for Enterprise Solution Terms):

“Android OS Version” means the operating software version running on the Mobile Devices.

“Build Number” means the build identification of the Android OS Version. Country ISO Code Means an internationally recognisable code depicting country.

“CSC Code” means a country specific code, an essential component of Samsung firmware binaries which contains customised settings, system configurations, localisations, and geo-specific things such as the system language, APN settings, and carrier-branding. **“Customer Data”** means name of Customer, address of Customer, Customer contact information, Licensing Option(s), number of Licensing Options, Mobile Device model, unit price, date of delivery to Customer, Samsung Knox product license key, Mobile Device IMEI/MAC Address, model description of Mobile Devices, Android OS Version, Build Number, Mobile Country Code, Mobile Network Code, Customer Knox product configuration, un/install time of application against Initial Order, Samsung Knox-SDK Version, Country ISO Code, Samsung Knox Container ID and Activation Time for Container, e-mail address in hashed form, e-mail domain, Samsung Knox product login frequency, Samsung Knox usage time.

“Device Application Software” means the software that the Customer installs on the Mobile Devices.

“IMEI” Means the unique serial number for the Mobile Devices. E-FOTA One Licensing Option Means the Software license that will allow the Customer to manage firmware versions on Samsung Mobile Devices from Samsung’s cloud service.

“EMM” means enterprise mobility management.

“Licensing Options” means any of: Knox Manage Licensing Option, Knox Configure Dynamic Licensing Option, Knox Configure SetUp Licensing Option, E-FOTA One Licensing Option and Knox Suite Licensing Option.

“MAC Address” means a media access control address, a unique serial number for the Customer’s Network interface card.

“Marketplace” means the BT Business Apps online portal which can be found at <https://businessapps.bt.com/home>. The terms for the Marketplace can found at <https://business.bt.com/content/dam/terms/bt1165.pdf> and [bt-end-user-licence-agreement.pdf](https://business.bt.com/content/dam/terms/bt-end-user-licence-agreement.pdf)

“MDM” means mobile device management.

“Mobile Country Code” means the Mobile Device country code programmed on the SIM to indicate home country.

“Mobile Network Code” means the Mobile Device network code programmed on the SIM to indicate home Network.

“Mobile Device” means any mobile or wireless device, handset, USB drive, data card, memory card or other equipment incorporating a SIM, or table t (which may or may not incorporate a SIM).

“Knox Asset Intelligence License” means the Software license available under the Knox Suite Licensing Option that will give detailed information across Customer’s Mobile Devices helpin g them identify areas of concern such as battery usage and application issues. **“Knox Configure Dynamic Licensing Option”** means the Software license that will remotely configure Samsung Mobile Devices in bulk and tailor them to specific needs as many times as needed without factory reset.

“Knox Configure Set-up Licensing Option” means the Software licence that will provide the Customer with the ability to remotely configure Samsung Mobile Devices in bulk and tailor them to specific needs.

“Knox Manage Licensing Option” means the Software license that will manage a fleet of Mobile Devices with a cloud-based EMM solution that increases business efficiency and secures corporate data.

“Knox Suite Licensing Option” means the Software license that will allow the Customer access to all of the following; Knox Manage Licensing Option, Knox Asset Intelligence License and E-FOTA One Licensing Option.

“Samsung” means Samsung Electronics (UK) Limited, a company registered in England and Wales under company number 03086621 whose registered office is at Samsung House, 1000 Hillswood Drive, Chertsey, Surrey KT16 0PS.

“Samsung Identifier” means a unique identifier of the Customer provided by Samsung.

“Data Processing Annex for the Samsung Knox for Enterprise Solution Terms” means the Data Processing Annex annexed to this Samsung Knox for Enterprise Solution Terms Annex specific to the Solution.

“Samsung Knox Enrolment Programme” means the registration and verification of a Samsung Mobile Device as more particularly described in the Samsung Knox Enrolment Programme Terms and Conditions found at [b2blegal3800 Samsung Knox Enrolment Programme EXT v1.0 29.03.2019.pdf](https://business.bt.com/content/dam/terms/b2blegal3800 Samsung Knox Enrolment Programme EXT v1.0 29.03.2019.pdf)

“Samsung Knox SDK Version” means the Version number of the Samsung Knox SKD running on the Mobile Device.

“Samsung Portal” means the online portal owned and managed by Samsung that allows the Customer to undertake device management activities on Samsung Mobile Devices registered on the Samsung Knox Enrolment Programme.

“Solution Minimum Connection Period” means a period of 30 days from the Service Start Date.



“Standard Support” means the Standard Support Service the terms and conditions for which are set out in the EE Price Guide.

“Technical Help Desk” means the EE helpdesk to which you can report incidents and ask questions about the Solution.



A Note On 'You'

'You' and 'your' mean the Customer.

Data Processing Annex

1 Subject Matter Of The Processing Of Personal Data

- 1.1 This Data Processing Annex for the Samsung Knox for Enterprise Solution Terms sets out the details regarding how Customer Personal Data is Processed when providing the Solution.

2 Duration Of The Processing Of Personal Data

- 2.1 BT or its Sub-Processor will Process the Customer Personal Data for the Solution as set out in this Data Processing Annex for the Samsung Knox for Enterprise Solution Terms for as long as BT provides the Solution and for as long as BT may be required to Process the Customer Personal Data in accordance with Applicable Law.

3 The Nature And Purpose Of The Processing Of Personal Data

- 3.1 The nature and purpose of the Processing of Customer Personal Data by BT includes sharing Customer Personal Data with Samsung for the enrolment of the Customer's Samsung Mobile Device on the Samsung Portal and procuring the appropriate Licensing Option(s).
- 3.2 Once you have access to the Samsung Portal you are bound by the terms of the EULA referred to in Paragraph 2.7 of the Samsung Knox for Enterprise Solution Annex.

4 Types Of Personal Data and Categories of Data Subjects

- 4.1 The types of Customer Personal Data Processed by BT or its Sub-Processors or you will be:

- 4.1.1 name;
- 4.1.2 email address;
- 4.1.3 address;
- 4.1.4 telephone number;
- 4.1.5 Mobile Device model;
- 4.1.6 Samsung Knox product license key;
- 4.1.7 Samsung Customer identification;
- 4.1.8 Mobile Device IMEI/MAC Address; and
- 4.1.9 Samsung Knox Container ID and Activation Time for Container.

This list is not exhaustive as you will specify what Customer Personal Data is Processed.

- 4.2 The Customer Personal Data will concern the following categories of Data Subjects:

- 4.2.1 your Users;
- 4.2.2 your employees, directors and contractors; and
- 4.2.3 any Data Subject (as controlled by you).

This list is not exhaustive as you will specify what Customer Personal Data is Processed.