



Mobile Secure Data Management (Wandera) 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 Mobile Device Management Solution

- 2.1 BT will provide you with:
 - 2.1.1 the Device Application Software;
 - 2.1.2 Licensing Options;
 - 2.1.3 Radar Portal; and
 - 2.1.4 access to a Technical Help Desk,
- 2.2 You will order a Licensing Option for every Device to be used with the Solution. You will order and maintain a minimum of 10 Licensing Options for the duration of the Contract.
- 2.3 For BT to provide the Solution, you will have in place throughout the duration of the Contract:
 - 2.3.1 for Radar Portal, an internet connection; and
 - 2.3.2 a mobile data connection and valid contract with a Network Operator for the provision of mobile phone and data services.
- 2.4 If BT provides you with any services other than this Solution, these Solution Terms will not apply to those services and those services will be governed by their own separate terms.

3 EULA and Licence

- 3.1 BT will only provide the Solution if you have entered into an end user licence agreement with the Supplier in the form set out at <https://www.wandera.com/end-user-agreement> as may be amended or supplemented from time to time by the Supplier ("EULA").
- 3.2 You will observe and comply with the EULA for all any use of the Software.
- 3.3 If you do not comply with the EULA, BT may restrict or suspend the Solution upon reasonable notice, and:
 - 3.3.1 you will continue to pay the Charges for the Solution until the end of the Minimum Period of Service; and
 - 3.3.2 BT may charge a re-Installation Charge to re-start the Solution.
- 3.4 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 the Supplier and you will deal with the Supplier with respect to any loss or damage suffered and any such loss or damage will not be enforceable against BT.
- 3.5 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.
- 3.6 BT grants you a limited, revocable, non-exclusive, non-sub licensable, non-transferrable licence to use the Solution for your own internal business purposes and in accordance with these Solution Terms.

4 Charges

- 4.1 In addition to any other Charges detailed in the Order, BT will invoice you the:
 - 4.1.1 Subscription Charges monthly in advance for the relevant month and for any period where the Solution is provided for less than one month, the Subscription Charges will be calculated on a daily basis; and
 - 4.1.2 Professional Service Charges.

5 Your Obligations

- 5.1 You will, in addition to those obligations set out in the EE Mobile Schedule:



- 5.1.1 be responsible for the configuration and relevant technical infrastructure required to direct traffic through the Solution;
- 5.1.2 distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the Solution;
- 5.1.3 immediately terminate access for any person who is no longer a User;
- 5.1.4 satisfy BT's security checks if a password is lost or forgotten;
- 5.1.5 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 Solution;
- 5.1.6 obtain all the necessary consents from your Users for BT to be able to provide the Solution; and
- 5.1.7 provide log files, configuration files, error messages and any other information that is required to understand and resolve any Incident.

6 The End of the Solution

- 6.1 The initial Order or Contract Change Note will set out a Minimum Period of Service for the Solution which will start on the Service Start Date.
- 6.2 Unless you give at least 30 days' written notice to terminate the Solution before the end of the Minimum Period of Service, on expiry of the Minimum Period of Service, BT will continue to provide the Solution to you in accordance with these Solution Terms.
- 6.3 If either of us gives notice to terminate the Solution, BT will cease providing you with the Solution on expiry of 30 days following receipt of the notice to terminate.
- 6.4 If the End User Licence Agreement is terminated, this Solution will terminate.
- 6.5 If you terminate the Solution within the Minimum Period of Service, you will pay BT Termination Charges in accordance with the Contract which are 95% of the Subscription Charges for any remaining months of the Minimum Period of Service.

7 Technical Support

- 7.1 BT will provide you with access to a Technical Help Desk which will trouble-shoot and assist with issues with the Solution.
- 7.2 The Technical Help Desk is available during the hours of 8am to 6pm Monday to Friday, excluding all public and bank holidays.
- 7.3 Only the Customer Representative is permitted to contact the Technical Help Desk.

8 Confidentiality and Data Protection

- 8.1 You 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.
- 8.2 You will grant (or will procure the grant) to BT and the Supplier a royalty-free, non-exclusive licence for the term of this Contract to use the Customer Data to the extent necessary to deliver the Solution and perform BT's obligations under this Contract.
- 8.3 By submitting and sending Customer Data through the Solution, you grant to BT and the Supplier permission to process and transmit the Customer Data as necessary to deliver the Solution and perform BT's obligations under the Contract.
- 8.4 In order to deliver the Solution, BT or the Supplier may need to modify the Customer Data as necessary for technical reasons including to:
 - 8.4.1 reduce image resolution;
 - 8.4.2 reduce video resolution;
 - 8.4.3 block traffic; and
 - 8.4.4 optimise text-based payloads.
- 8.5 The Supplier and BT will have the right to use or act upon any suggestions, ideas, enhancement requests, feedback, recommendations or other information that you or other third party provides about the Solution.
- 8.6 You will indemnify BT against all Claims, losses, costs and liabilities brought by any third parties (including your employees, workers or contractors) against BT arising out of BT's use of Customer Data in accordance with this Paragraph 8.
- 8.7 In providing the Solution, BT and/ or its third party supplier may have access to your and/or Users' Personal Data for which you are the Data Controller and BT will ensure that it and the Supplier will:



- 8.7.1 observe the confidential nature of the Personal Data on terms that are no less onerous than those that apply to BT under the Contract or Solution;
 - 8.7.2 process the Personal Data only for the purposes of providing the Solution to you; and
 - 8.7.3 apply appropriate technical and organisational measures to safeguard against any unauthorised access, loss, destruction of or damage to the Personal Data.
- 8.8 You will at all times comply with all Data Protection Legislation.

9 Restrictions

- 9.1 BT will not have any liability to you or any User for any data usage or telecom charges that you may incur from a Network Operator while using the Solution.
- 9.2 BT does not make any representations, whether express or implied, that the Solution will prevent or detect all threats or unauthorised actions.
- 9.3 BT has no responsibility for storing or backing up your or any User's data that passes through BT's or any of BT's subcontractors' or suppliers' servers.

10 Emergency Calls

- 10.1 Emergency services cannot be accessed using the Solution and BT accepts no responsibility whatsoever for the handling of emergency calls.

11 Liability

- 11.1 As with any automated service, the Solution may malfunction due to factors beyond the reasonable control of BT or the Supplier (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 will have no liability to you in these circumstances.

12 Third Party Content

- 12.1 By using the Solution, you and Users may access Content, products and services provided by third parties. BT and the Supplier do not control these third parties or their links, and BT and the Supplier are not responsible for the Content or practices of any third party.
- 12.2 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 neither BT nor the Supplier is responsible or liable for any loss or damage whatsoever which you or any User may incur from dealing with any third party.

13 Changes to the General Terms

- 13.1 Clause 22.4 of the General Terms is deleted and replaced with the following:
 - '22.4 Other than for those matters set out in Clause 22.2 and Clause 22.5, the total liability of either of us, regardless of how that liability arose and regardless of the number of claims, under or in connection with the Contract, and whether in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution, or in any other way, will be limited to the greater of
 - 22.4.1 £2,000,000; or
 - 22.4.2 125% of the Charges paid or payable by you under this Contract.'



Part B – Defined Terms

14 Defined Terms

In addition to the defined terms in the General Terms, “EE” Mobile Schedule, Orders and “EE” Price Guide, capitalised terms in this Mobile Device Management 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 Mobile Device Management Solution Terms):

“**Customer Data**” means all data, including all text, sound, or image files and software provided to BT or BT’s licensors (or both) by you or on your behalf through the Solution, and may include Personal Data.

“**Data Capping Licensing Option**” means the Software licence that will provide you with real time visibility of Users’ data usage on their Devices and as more particularly described in the Solution Description.

“**Data Management Licensing Option**” means the Software licence that will provide you with real time visibility of Users’ data usage on their Devices and as more particularly described in the Solution Description.

“**Data Management and Security Licensing Option**” means the Software licence that will provide you with all the capabilities of the Data Management Licensing Option and the Security Licencing Option and as more particularly described in the Solution Description.

“**Device Application Software**” means the Supplier software that you install on the Devices.

“**Installation Charges**” means the Charges for installation of the Solution as set out in the Order.

“**Licensing Option**” means the Data Management Licensing Option and the Data and Security Management Licensing Option.

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

“**Private Access Licensing Option**” means the Software licence that will provide you with secure access to corporate resources and as more particularly described in the Solution Description.

“**Professional Service Charges**” means the Charges for any additional management, set-up or configuration of the Solution as set out in the initial Order.

“**Radar Portal**” means the management portal that you will access through a web browser and that manages the Device Application Software.

“**Security Licensing Option**” means the Software licence that will provide you with protection against mobile threats and as more particularly described in the Solution Description.

“**Supplier**” means Wandera Limited (Company No. 07998183) with a registered address at 45 Mortimer Street, London W1W 8HJ.

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