

- The following terms and conditions apply where the Customer is contracting for one of the Services stated below. They apply in addition to:
  - (a) The Conditions
  - (b) Service Schedule for BT Business Mobile Service
  - (c) Charges Schedule
  - (d) The BT Price List
- 2. Business Circle Complete with Indirect Access and Business Circle with Fixed Links and/or Indirect Access
- 2.1 The following additional definitions and paragraphs apply to Business Circle Complete with Indirect Access and Business Circle with Fixed Links and/or Indirect Access which are available to Customers who placed orders for them prior to the 2<sup>nd</sup> December 2013:
  - "Fixed Link" means a dedicated link (whether a private leased circuit or otherwise) between the Customer's network and the Network.
  - "Indirect Access" means an indirect PSTN connection between the Customer's network and the Network.
  - "PABX" means Private Automatic Branch Exchange.
  - **"PSTN"** means Public Services Telephone Network.
- 2.2 In order for BT to provide Business Circle Complete with Indirect Access and/or Business Circle with Fixed Links the Customer must:
  - (a) have a suitable PABX and associated network services;
  - (b) select extension numbers for the Devices;
  - (c) arrange with its PABX maintainer or Centrex supplier to build the "extension" numbers into the Customer's dial plan;
  - (d) provide any PSTN numbers included in the Customer's dial plan. The PSTN numbers included in the

- Customer's dial plan must belong to and be paid for by the Customer and at BT's request the Customer must provide evidence of this;
- (e) provide any further information that may be required by BT to configure and implement the Service; and
- (f) comply with any requirements set out in the Application for Service (AFS) Form for Fixed Links and Indirect Access.
- 2.3 In addition to paragraphs 2.1 and 2.2 above, the following paragraphs apply to Business Circle Complete with Indirect Access:
  - (a) Business Circle Complete can be provided alone or with Indirect Access. Fixed Link is not available with this Service;
  - (b) All services relating to PABX programming for Business Circle Complete Indirect Access do not form part of this Contract and must be paid by the Customer separately.

#### 3. Mobile Data

- 3.1 The following additional definitions and paragraphs apply to Mobile Data:
  - "APN" means the access point name given to the unique point (or points) at which the Customer Network or a public network such as the internet may connect with the Network.
  - "Fixed Data Link" means a dedicated link between the Customer Network and the Network.
  - "WAP" means Wireless Access Protocol.
- 3.2 As part of the Service, BT will provide the Customer with a generic APN for access to the internet and public WAP services. The APN is provided as standard with the SIM Card. The Customer may apply for a unique APN for its sole use which is available subject to completion of the applicable Technical Requirements Specification form. The Customer must pay for the unique APN as described in the Charges Schedule.

- 3.3 As an optional addition to the Service, the Customer may connect using Fixed Data Link. Charges for the provision of the Fixed Data Link and any additional equipment required are as described in the Charges Schedule.
- 3.4 In order for BT to provide the Service with a Fixed Data Link and/or other services, the Customer must:
  - (a) have a suitable network and associated network services to support the installation of the Fixed Data Link and the network terminating equipment;
  - (b) provide IT support and any information that may reasonably be required by BT to configure and implement the Service;
  - (c) comply with any requirements set out in the applicable Technical Requirements Specification form; and
  - (d) obtain any permission needed and pay any associated charges.

#### **Excess Construction Charges**

- 3.5 Provision of the Fixed Data Link is subject to survey. The Customer agrees, at its expense, to provide or arrange all necessary accesses for the purposes of the survey. If, as a result of the survey, BT determines that additional infrastructure is required in order to provide the Fixed Data Link (for example, where fibre has not been installed) BT will inform the Customer by notice in writing of the excess construction charges to apply and:
  - (a) the Customer will have a period of 28 days from the date of the notice within which to accept the charges. Failure to accept the charges within this timescale will result in the Customer's order for the Service being cancelled without liability to either party;
  - (b) where the Customer accepts the charges, but subsequently cancels the order prior to installation of the Service, the Customer will have to pay BT for any work completed or

committed to as set out in the Charges Schedule.

#### 4. BlackBerry

- 4.1 The following additional definitions apply to BlackBerry:
  - "BDS CAL" means the Client Access Licence specific to the BlackBerry Device Service.
  - "BDS Software" means the software known as BlackBerry Device Service Software.
  - **"BES" Express Software**" means the software known as the BlackBerry Enterprise Server Express software available to download to the Customer's Microsoft Exchange Server.
  - **"BES Software"** means the software known as the BlackBerry Enterprise Server software provided with the Service.
  - "Blackberry 10 Corporate EMM" means the Service described in paragraph 8 below. This was previously known as BlackBerry 10 Enterprise EMM.
  - "BlackBerry 10 iOS & Android Secure Work Space" means the Service described in paragraph 8 below.
  - "BlackBerry 10 Regulated EMM" means the Service described in paragraph 8 below.
  - "BlackBerry Enterprise Service 10" means the Service described in paragraph 8 below. This was previously known as BlackBerry Mobile Fusion.
  - "BlackBerry Enterprise Service 10 Server Software" means the software which includes the BlackBerry Management Studio (previously known as Fusion Studio), BDS Software and UDS Software options. The software is subject to a licence agreement between the Customer and RIM.
  - "BlackBerry Management Studio" means the web based application used to manage the Customer's Mobile Devices. This was previously known as Fusion Studio.

- **"BPS"** means the software known as the BlackBerry Professional Software provided with the Service.
- **"CAL"** means Client Access Licence specific to BlackBerry Enterprise Server and BPS.
- **"EMM"** means Enterprise Mobility Management.
- **"End-User Licensed Software"** means any software identified as being for installation and use on the server in conjunction with the BlackBerry Handset or where applicable the BlackBerry 10 Handset provided with the Service.
- "Mobile Device(s)" means a mobile handset or tablet which utilises an operating system compatible with BlackBerry 10 Enterprise Service. Details of compatible devices and operating systems can be found at <a href="http://uk.blackberry.com">http://uk.blackberry.com</a>
- "UDS CAL" means the Client Access Licence specific to the Universal Device Service.
- "UDS Software" means the software known as Universal Device Service Software.
- 5. BlackBerry Enterprise Server and BlackBerry Professional Software
- 5.1 The following additional paragraphs apply to BlackBerry Enterprise Server and BPS:
- 5.2 The Service uses wireless technology to enable the Customer to send and receive data including email by means of the BlackBerry Handset. The Service is provided over a GPRS or 3G data connection and operates with Microsoft Exchange, IBM Lotus Domino or Novell Groupwise email servers.
- 5.3 BPS is only available with Microsoft Exchange and IBM Lotus Domino email systems.
- 5.4 The Service comprises GPRS airtime and a SIM Card, BES Software or BPS, a BlackBerry Handset, End-User Licensed Software, a CAL and accessories.
- 5.5 Subject to the capability of the Customer's equipment or the BlackBerry Handset used

- with the Service and the SIM Card, voice service may also be available with the Service.
- 5.6 Unless otherwise specified in the BlackBerry Enterprise Server Install Service detailed in paragraph 6 below and the Customer contracts for that Service, the Customer is responsible for:
  - providing a server configured for the (a) use of the BES Software or the BPS. The server must comply with the relevant specifications published on the following url, or such other urls as may be advised by BT. Details of product information, minimum specification, technical and information can be found www.BlackBerry.com;
  - (b) installing the BES Software or BPS on the Customer's servers;
  - (c) providing suitably qualified personnel to integrate the Service with the Customer's email system and firewall and to configure BES Software or BPS on the BlackBerry Handset or other Customer equipment used with the Service. The firewall must be configured to allow the server on which the BES Software or BPS is installed to initiate outbound TCP/IP connections to an outside server listening on port 3101;
  - (d) providing sufficient bandwidth to enable successful transmission between the Customer's network and the internet, and a suitable email system for use with the Service;
  - (e) providing trained staff to support the use of the Service;
  - (f) any encryption of data transmitted between the Customer's BES Software or BPS Software and the BlackBerry Handset or the Customer's equipment. If a relevant authority in pursuance of powers under the applicable law requires sight of any data the Customer will provide unencrypted data to the requesting authority;
  - (g) ensuring the use of the BlackBerry Handset and any software (including any End-User Licensed Software) in

- accordance with any licence or user guide or other reasonable instruction of any manufacturer or supplier or BT:
- (h) ensuring that each end user of the Service has a CAL. The BES Software includes 20 free CALs. The BPS includes 5 CALs or 10 CALs dependent upon the software ordered.
- 5.7 The Customer acknowledges that:
  - (a) For BPS there is a maximum of 30 users.
  - (b) BES Software or BPS is required for use with the Service:
    - (i) The use of BES Software and BPS and End-User Licensed Software by the Customer will be subject to a separate agreement with the licensor of the software which may take the form of a 'click-wrap' or 'shrink wrap' licence agreement and which will take precedence over the terms of the Contract. Acceptance of the BES, BPS and End-User Licensed Software by the Customer is also indicated by the Customer's installation and use of the software.
    - (ii) Upgrades and updates of the BES Software, BPS and End-User Licensed Software may be subject to additional charges.
- 5.8 Paragraphs 1.14 (d) and (e) of the Service Schedule apply to BES and BPS.
- 6. BlackBerry Enterprise Server Install Service:
- 6.1 The following additional paragraphs apply to BlackBerry Enterprise Server Install Service
- 6.2 The Service includes one visit to the Site to install the BES Software on a server and configure up to two handsets for use with BES Software. The Customer acknowledges and agrees that BT may be unable to configure handsets not supplied

- by BT as part of the provision of BlackBerry Enterprise Server.
- 6.3 BT will, during the visit, provide one training session for a maximum number of five people. The training will be for one hour unless a different period is agreed and will cover either configuration of BES Software or the use of a handset with BES Software as appropriate.
- 6.4 BT will arrange an appointment for the provision of the Service. Appointment times will be between 10.00 - 16.00 hrs Monday to Friday excluding public and bank holidays. BT will use its reasonable endeavours to arrange to attend the Site on the day and at the time agreed with the Customer however, the Customer acknowledges and agrees that delays may occur or the appointment may need to be re-scheduled due to operational or other matters.
- 6.5 The Customer is responsible for:
  - (a) completing the Pre-Installation Checklist supplied by BT;
  - (b) complying with any minimum technical requirements set out at <a href="http://na.BlackBerry.com/eng/support/software/server.jsp">http://na.BlackBerry.com/eng/support/software/server.jsp</a>; and
  - (c) backing-up any data prior to commencement of the Service.

#### Charges

6.6 BT reserves the right to raise additional charges if BT is unable to gain access to the Site at the time of the appointment or if additional time is required to complete any activities as a result of any act or omission on the part of the Customer.

#### 7. BES Express Software

- 7.1 The following additional paragraphs apply to BES Express Software:
- 7.2 BES Express Software provides advanced features with no additional software or user licence fees. It is available to be downloaded by the Customer and works with a BlackBerry Handset provisioned with any internet enabled BlackBerry consumer data plan, BES data plan or combination of both.

- 8. BlackBerry Enterprise Service 10 (previously known as BlackBerry Mobile Fusion)
- 8.1 The following additional paragraphs apply:

#### **General Description of the Service**

- 8.2 BlackBerry Enterprise Service 10 enables customers to manage Mobile Devices via the BlackBerry Management Studio. The software required to access the Service is provided by RIM under a licence between the Customer and RIM.
- 8.3 The Customer acknowledges and agrees that the BlackBerry Enterprise Service 10 is provided under a licence between the Customer and RIM and that BT has no responsibility for any failures in BlackBerry Enterprise Service 10.

### BlackBerry Enterprise Service 10 Server Software

- 8.4 The Customer acknowledges and agrees that the Customer must download the BlackBerry Enterprise Service 10 Server Software and the applicable software for any option such as BlackBerry Management Studio, Blackberry Device Service and Universal Device Service from <a href="http://uk.blackberry.com">http://uk.blackberry.com</a> or via an e-mail link sent by BT to the Customer.
- 8.5 The software in 8.4 above is provided by and licensed by RIM and the Customer must accept the terms of any licence agreement applicable to the software in 9.4 above in order to use the Service. BT has no responsibility for any failures in, BlackBerry Enterprise Service 10 Server Software.
- 8.6 That the Customer will be charged for the BlackBerry Enterprise Service 10 Server Software and by BT and that any failure to pay for the BlackBerry Enterprise Service 10 Server Software will be dealt with by BT in accordance with clause 4 of the Conditions.

## BlackBerry Management Studio (previously known as Fusion Studio)

8.7 BlackBerry Management Studio is a web based interface that provides a range of management tools details of which can be found at <a href="http://uk.blackberry.com">http://uk.blackberry.com</a>

- In order to access the BlackBerry Management Studio application, the Customer must download the BlackBerry Enterprise Service 10 Server Software and choose the BlackBerry Management Studio for download.
- 8.8 The BlackBerry Management Studio software is provided by and licensed by RIM and the Customer must accept the terms of any applicable licence agreement in order to use the Service. BT has no responsibility for any failures in the BlackBerry Management Studio, software.

#### BlackBerry Device Service and BDS CAL

- 8.9 BDS Software enables the management of Mobile Devices which use BlackBerry operating systems, details of which can be found at <a href="http://uk.blackberry.com">http://uk.blackberry.com</a> via the BlackBerry Management Studio. Information about the management tools that are available can be found at <a href="http://uk.blackberry.com">http://uk.blackberry.com</a>
- 8.10 The Customer acknowledges and agrees that:
  - (a) BDS Software and BDS CAL are provided under a licence between the Customer and RIM and that in order to use the BDS Software and BDS CAL the Customer must accept the terms and conditions of the licence;
  - (b) BT has no responsibility for any failures in the BDS Software; and
  - (c) a BDS CAL is required per Mobile Device that the customer wishes to manage via the BlackBerry Device Service.

#### **Universal Device Service and UDS CAL**

- 8.11 UDS Software which enables the management of Mobile Devices which use the Android and Apple iOS operating system through the BlackBerry Management Studio. Information about the management tools that are available can be found at http://uk.blackberry.com
- 8.12 The Customer acknowledges and agrees that:
  - (a) UDS Software and UDS CAL are provided under a licence between the

- Customer and RIM and that in order to use the UDS Software and UDS CAL the Customer must accept the terms and conditions of the licence BT has no responsibility for any failures in the UDS Software; and
- (b) a UDS CAL is required per Mobile Device that the customer wishes to manage via the Universal Device Service.

#### **BDS CAL and UDS CAL**

- 8.13 The BDS CALs and UDS CALs are only valid for the version of the BlackBerry Enterprise Service 10 Server Software downloaded by the Customer. New CAL's are required if the Customer updates their version of the BlackBerry Enterprise Service 10 Server Software.
- 8.14 The Customer acknowledges and accepts that where a BDS CAL or a UDS CAL expires, the Customer must renew the CAL if the Customer wishes to continue to use the Service. Where the Customer fails to renew the CAL the Service may be restricted.
- 8.15 The Customer will be charged for the BDS CAL and/or UDS CAL and for any renewals by BT and that any failure to pay for the BDS CAL and/or UDS CAL or a renewal will be dealt with by BT in accordance with clause 4 of the Conditions.

## Blackberry 10 Corporate EMM (previously known as Blackberry 10 Enterprise EMM)

- 8.16 The following additional paragraphs apply:
  - (a) BlackBerry 10 Corporate EMM enables the management of BlackBerry 10 Handsets via the BlackBerry Device Service.
  - (b) The Customer acknowledges that:
    - (i) in order to use BlackBerry 10
      Corporate EMM the Customer
      must have BlackBerry
      Enterprise Service 10 under
      the Contract the terms and
      conditions of which are
      detailed in this paragraph 8;
      and

- (ii) a BDS CAL is required per BlackBerry 10 Handset and the terms and conditions applicable to the BDS CAL in this paragraph 8 apply.
- (c) BlackBerry 10 Corporate EMM provides the following which is in addition to BlackBerry 10 Standard:
  - (i) Access to Microsoft Exchange, IBM Lotus Domino or Novell Groupwise email servers over the Network and the Wi-fi Network;
  - (ii) The ability to apply security policies to BlackBerry 10 Handsets; and
  - (iii) Management tools, information about which can be found at: http://uk.blackberry.com

#### **BlackBerry 10 Regulated EMM**

- 8.17 The following additional paragraphs apply:
  - (a) BlackBerry 10 Regulated EMM enables the management of BlackBerry 10 Handsets via the BlackBerry Device Service.
  - (b) The Customer acknowledges that:
    - (i) in order to use BlackBerry 10
      Regulated EMM the Customer
      must have BlackBerry
      Enterprise Service 10 under
      the Contract the terms and
      conditions of which are
      detailed in this paragraph 8;
      and
    - (ii) a BDS CAL is required per BlackBerry 10 Handset and the terms and conditions applicable to the BDS CAL in this paragraph 8 apply.
  - (c) BlackBerry 10 Regulated EMM provides the following:
    - (i) Access to Microsoft Exchange, IBM Lotus Domino or Novell Groupwise email servers over the Network and the Wi-fi Network;

- (ii) The ability to apply security policies to BlackBerry 10 Handsets; and
- (iii) Management tools, information about which can be found at: http://uk.blackberry.com

## BlackBerry 10 – iOS & Android Secure Work Space

- 8.18 The following additional paragraphs apply:
  - (a) BlackBerry 10 iOS & Android Secure Work Space, in addition to the Mobile Device Management capabilities detailed in this paragraph 8 and the ability to have a secure container on their device to separate Personal data and applications from Enterprise data and applications.
  - (b) The Customer acknowledges that:
    - (i) in order to use BlackBerry 10 iOS & Android Secure work space the Customer must have BlackBerry Enterprise Service 10 under the Contract the terms and conditions of which are detailed in this paragraph 8; and
    - (ii) a UDS CAL is required per iOS or Android device and the terms and conditions applicable to the UDS CAL in this paragraph 8 apply.
    - (iii) The customer must download to their device the application from the relevant application store to use the service.
  - (c) BlackBerry 10 iOS & Android Secure Work Space provides the following:
    - (i) Secure access to enterprise applications including E-mail, Calendar, Contacts and Browsing;
    - (ii) Secure connectivity for E-mail, Calendar and contacts connected to Enterprise Mail servers using Exchange Activesync;

(iii) Management tools, information about which can be found at: http://uk.blackberry.com

## Customer's Responsibilities and Obligations

- 8.19 The Customer acknowledges and agrees that:
  - (a) BT has no liability where RIM fail to provide the Service or withdraw the Service and will not in these circumstances refund any monies paid by the Customer for the BDS CAL and/or the UDS CAL;
  - (b) BlackBerry Enterprise Service 10 will only provide management of Mobile Devices which utilises the operating systems set out on <a href="http://uk.blackberry.com">http://uk.blackberry.com</a>
  - (c) That BT has no liability for faults in Mobile Devices not provided by BT or for any network service to those Mobile Devices provided by an alternative mobile service provider.
- 8.20 The Customer is responsible for:
  - (a) Complying with any minimum technical requirements set out at: <a href="http://uk.blackberry.com">http://uk.blackberry.com</a>
  - (b) The download and installation of BlackBerry Management Studio, BDS Software, UDS Software and the allocation of the BDS CALs and UDS CALs;
  - (c) Backing up any data prior to commencement of the Service.

#### 9. BT Autobalance

- 9.1 The following additional definitions and paragraphs apply to BT Autobalance:
  - "Administrator" means a person nominated by the Customer who is responsible for the administration of the BT Autobalance Service.
  - "Administrator Only Service" means the option that allows only the Administrator to view and amend the Interim Autobalance Statements prior to issue of the Final Autobalance Statement.

- "Authoriser" means a person nominated by the Customer, if the Cost Centre Tagging function is selected, who may view, amend and authorise the Interim Autobalance Statements.
- **"BT Autobalance Helpdesk"** means a helpdesk which is available Monday to Friday 0830 to 1730 (excluding Public and Bank Holidays).
- **"BT Autobalance Service"** means the service described below.
- "Basic Tagging" means the Tagging function where a \* (star) is added after the phone number is entered into the handset and before calling to attribute a voice call as personal or business.
- "Cost Centre Tagging" means the Tagging function where the tagging rules as set by the Administrator are assigned to the Customer's pre-identified cost centre.
- **"Final Autobalance Statement"** means the Interim Autobalance Statements that have been authorised and consolidated.
- **"Full Service"** means the option that allows Users, Authorisers and Administrators to view and amend Interim Autobalance Statements prior to issue of the Final Autobalance Statement.
- "Interim Autobalance Statement" means a monthly statement produced by BT containing details of a User's tagged calls.
- "Tagging" means the identification and labelling of a call.
- "User" means an individual who has a SIM Card and BT voice service and has been registered for the BT Autobalance Service.

#### **General Description of the Service**

9.2 BT Autobalance Service is an optional addition to the BT voice service that enables Tagging. The BT Autobalance Service includes a web based interface that enables Tagging to be monitored by means of Interim Autobalance Statements and/or Final Autobalance Statements. The Administrator, Authoriser or User may, depending on the BT Autobalance Service options and functions chosen, view, amend

and authorise the details of the tagged calls on the web based interface. Two Service options are available – Administrator Only Service and Full Service.

#### Set Up

- 9.3 The Customer will appoint an Administrator who will provide BT with details of end users to be registered for the Autobalance Service, in a format requested by BT.
- 9.4 BT will provide a web based interface that will enable:
  - (a) the Customer to set various Tagging functions; and
  - (b) Users, Authorisers and Administrators to view, modify and authorise Interim Autobalance Statements as appropriate to the functions selected.
- 9.5 The Customer may select any of the following advanced functions to be applied using the web based interface provided by BT:
  - (a) Retrospective Tagging, the ability to tag calls after they have been made;
  - (b) Auto Tagging, the ability to tag automatically specific telephone numbers:
  - (c) Learnt Tagging, the ability to automatically tag a number that has been tagged previously;
  - (d) Address Book Link, the ability to tag all calls as personal that are not in the specified corporate address book; and
  - (e) Organisational Enforced Tagging, the ability for the Customer (or Administrator) to determine all Tagging functions.

#### Notification of spend and statements

9.6 BT will make the Interim Autobalance Statements for all Users available on the web based interface within one month of the date of the invoice for voice service provided under this Contract.

- 9.7 BT will notify the Users and the Administrator, when the latest Interim Autobalance Statements are available on the web based interface by the following methods:
  - (a) for Administrators, by email; and
  - (b) for Users, by SMS message, subject to paragraph 9.9 below. This SMS message will also contain details of the total spend for personal and for business calls.
- 9.8 Users will not receive the SMS message in paragraph 9.7 (b) above for the first month following the Operational Service Date.
- 9.9 If the Cost Centre Tagging function has been selected the Customer will notify the Authoriser when the Interim Autobalance Statements are available.

## Viewing, amending and authorising statements

- 9.10 The Administrator, Authoriser or User may, depending on the options and functions chosen, view, amend and authorise the details of the tagged calls contained in the Interim Autobalance Statements.
- 9.11 The Administrator will determine the time available for viewing and amending the Interim Autobalance Statements. If this exceeds 14 days from the date of notification then the delivery of the following months Interim Autobalance Statement may be delayed.
- 9.12 If Users do not authorise their Interim Statements within the time specified then the Administrator may override the authorisation.
- 9.13 BT will issue the Final Autobalance Statement when all the latest Interim Autobalance Statements have been authorised.

#### Helpdesks and support

9.14 BT will provide the BT Autobalance Helpdesk and e-mail support for the Administrator to report faults to and seek assistance with the in life operation of the BT Autobalance Service. Initial set up and establishing the Service within the Customer's organisation is the Customer's responsibility and BT cannot provide support during this time. The helpdesk will be available Monday to Friday 0830 - 1730 (excluding Public and Bank Holidays.

9.15 The Customer is responsible for providing support to its Users and Authorisers.

#### Browser version

9.16 The Customer acknowledges and accepts that BT recommends that the Customer accesses the web based interface though Microsoft Internet Explorer browser version 5.1 or higher.

#### Training

9.17 BT will provide online training material on the set up and use of the Autobalance Service.

#### General

- 9.18 BT recommends that if the Customer currently has multiple invoice dates for voice service, it requests BT to align these to a single date prior to the BT Autobalance Service becoming operational. The Customer accepts that if these are not aligned then each voice service invoice will require a separate BT Autobalance Service account.
- 9.19 The charges will be included on the Customer's invoice for voice service provided under this Contract.