



Annex to the Service Schedule for BT One Phone – MobileIron Cloud Service

1. Where the Service includes the MobileIron Cloud Service the following Clauses will apply in addition to:
 - (a) The Order Form (including the BT One Phone Coverage Plan and where applicable the Flexible Caller Line Identity (CLI) Extra – Order Form);
 - (b) The BT Price List;
 - (c) The Annex for the BT One Phone Portal;
 - (d) The Annex for BT Signal Assist;
 - (e) The Annex for Recording Extra;
 - (f) The Annex for Onsite Mobile Network;
 - (g) The Annex for Private Voice Extra & Private Data Extra;
 - (h) the Annex for SIP Networks;
 - (i) The Service Schedule for BT Business One Phone; and
 - (j) The Conditions for BT Business Service.

2. MOBILEIRON CLOUD SERVICE - SERVICE SUMMARY

BT will provide the Customer a mobile device management and security service that is hosted in MobileIron's datacentre and that the Customer will access remotely ("**MobileIron Cloud Service**").

3. MOBILEIRON CLOUD SOFTWARE

- 3.1 As part of the MobileIron Cloud Service, the Customer will receive access to the MobileIron Cloud Software that will allow the Customer to:
 - (a) register Compatible Devices securely over-the-air;
 - (b) manage Compatible Devices and application settings such as remote-lock, remote-wipe, and locate;
 - (c) set policies and configurations that need to be deployed on the Compatible Devices; and
 - (d) receive Compatible Device non-compliance alerts.
- 3.2 The MobileIron Cloud Software allows the Customer to push the Client Device Software onto the Compatible Devices or allow the Users to download the Client Device Software on the Compatible Devices.

4. DOCUMENTATION

- 4.1 BT will provide User documentation and technical guides to allow the Customer to use the Client Device Software ("**Documents**").

5. PROFESSIONAL SERVICES

- 5.1 BT will provide the Customer with Professional Services as set out in the Statement of Requirements, which will include:

- (a) **Mobile Device Management Training:** BT will provide the Customer with a range of training modules on how to administer, set-up and manage the MobileIron Cloud Service;
- (b) **Mobile Device Management Professional Services:** BT will provide the Customer with bespoke management services through BT's accredited engineers to help the Customer manage and administer the MobileIron Cloud Service; and
- (c) any other professional services the parties may agree from time to time.

- 5.2 Subject to Paragraph 13 of this Annex and the Customer's compliance with its other obligations under the Contract, 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 the Customer's written request within six months of the completion of the Professional Services, BT will re-perform the relevant part of the Professional Services.

- 5.3 Subject to Clause 7.3 of the Conditions, re-performance in accordance with Paragraph 5.2 will be the Customer's sole remedy where BT performs the Professional Services negligently or in breach of the provisions of this Contract.

6. SERVICE OPTIONS

- 5.1 BT will provide the Customer 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:
 - (a) **Connector Software:** Software available with MobileIron Cloud Service that BT will install on the Customer's

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servers and that provides a connection between the Customer's Active Directory and the MobileIron Cloud Service ("**Connector Software**"); and

(b) **MobileIron Sentry**: an intelligent software gateway which securely tunnels traffic from the end-user services to back-end enterprise resources such as 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**"). BT will install MobileIron Sentry on the Customer's servers and connect it to the MobileIron Cloud Service.

7. LICENCE OPTIONS

7.1 BT will provide the Customer with individual licences ("**Individual Licence**") and each Individual Licence will need to be applied against a specified mobile phone number.

7.2 The following Individual Licences are available:

- (a) **Bronze**: a licence option that provides the Customer with the ability to set up and manage their Compatible Devices ("**Bronze Licence**");
- (b) **Silver**: a licence option that provides the basic mobile device management services in the Bronze Licence and integrates the Customer's email directory for secure email access and policy based access control ("**Silver Licence**");
- (c) **Gold**: a licence option that provides the Customer with all the features of a Silver Licence and additional security and management capabilities for applications, web access and content access ("**Gold Licence**"); and
- (d) **Platinum**: a licence option that provides the Customer with all the features of a Gold licence and additional remote helpdesk access and VPN capabilities ("**Platinum Licence**").

7.3 If the Customer orders a Silver Licence, a Gold Licence or a Platinum Licence, the Customer will also need to order the MobileIron Sentry and the Connector Software.

8. ASSOCIATED SERVICES AND THIRD PARTIES

8.1 The Customer will have the following services in place that will connect to the MobileIron

Cloud Service that you have selected in the Order and are necessary for the MobileIron Cloud Service to function and will ensure that these services meet the minimum technical requirements that BT specifies:

- (a) an Internet connection for access to the Device Management Software; and
- (b) Customer Equipment that complies with the Minimum Technical Requirements.

8.2 The Customer will maintain the BT One Phone Service and will be charged for data usage between the Compatible Devices and the MobileIron Cloud Software in accordance with the Charges for data in this Contract.

8.3 If the MobileIron Cloud 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.

8.4 The MobileIron Cloud Service does not support and BT has no responsibility for faults which in its reasonable opinion result (directly or indirectly) from additional features and configurations of the MobileIron Cloud Service that are provided directly to the Customer by any third party suppliers.

9. STATEMENT OF REQUIREMENTS – ON SITE INSTALLATION

9.1 If the implementation of the MobileIron Cloud Service requires a Statement of Requirements, BT and the Customer will agree the final contents of that Statement of Requirements in writing, using the process set out in Paragraph 9.2, before BT provides the Customer with the MobileIron Cloud Service.

9.2 Where the Customer completes a Statement of Requirements, BT may agree to the proposed Statement of Requirements or revise it with suggested amendments for the Customer's approval or revision and any revised Statement of Requirements will follow the same approval or revision process.

9.3 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.

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9.4 If BT has been delayed in providing Notice that the Statement of Requirements is in final and agreed form for more than 14 days after the date of the Order and that delay is the Customer's fault, BT may charge the Customer an administrative Charge to cover BT's reasonable expenses caused by the delay.

10. INSTALLATION PRE-CONDITIONS

10.1 If BT needs to install any component of the MobileIron Cloud Software to be able to provide the Customer with the MobileIron Cloud Service, BT will only install the relevant component of the MobileIron Cloud Service if:

- (a) BT is satisfied that the Customer Equipment at the Customer's Site complies with the Minimum Technical Requirements; and
- (b) if a Statement of Requirements is required, BT provides Notice that the Statement of Requirements is in final and agreed form.

10.2 BT will not be bound by any agreed timescales for the installation of any portion of the MobileIron Cloud Software set out in the Statement of Requirements until the Customer:

- (a) completes the installation pre-requirements; and
- (b) supplies BT with all of the information BT needs to set up the Customer's account with MobileIron and to grant the Customer access to the MobileIron Cloud Software.

11. SOFTWARE WARRANTIES

11.1 If the Customer notifies BT of any failure of the MobileIron Cloud Software or the Client Device Software to perform in accordance with the relevant User documentation within the Warranty Period, BT will use reasonable endeavours to work with MobileIron to remedy the defect, provided that the Customer has complied with its obligations in Paragraph 14 of this Annex and Paragraph 16 of the Schedule.

11.2 BT does not:

- (a) give any warranties of any kind about the MobileIron Cloud Service, whether express or implied; or
- (b) 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.

12. SPECIFIC TERMS

12.1 EULA

- (a) By using the MobileIron Cloud Service, the Customer agrees to the terms set out in the MobileIron Terms of Use and agrees to observe and comply with them for any and all use of the MobileIron Cloud Service.
- (b) The Customer understands and agrees that it enters into the MobileIron Terms of Use for its own benefit and that the rights, acknowledgements, undertakings, warranties and indemnities granted under the MobileIron Terms of Use are between the Customer and MobileIron.
- (c) Any loss or damage suffered by the Customer or MobileIron under the MobileIron Terms of Use is enforceable only between the Customer and MobileIron, and will not be enforceable against BT.

12.2 Licences for the Client Device Software

You may transfer individual licences for the Client Device Software from one Compatible Device to another Compatible Device subject to the provisions of this Annex and the Customer's compliance with its obligations under this Contract.

12.3 Data Protection

- (a) The Customer Personal Data may be processed by MobileIron outside of the European Economic Area.
- (b) MobileIron will process the Customer Personal Data only to the extent necessary for the provision of the MobileIron Cloud Service, and in the generation of anonymised statistical data concerning the MobileIron Cloud Service.
- (c) The Customer will obtain all appropriate User consents to enable such processing by MobileIron.

12.4 MobileIron Minimum Period of Service

- (a) At the end of the MobileIron Minimum Period of Service, unless BT or the Customer gives Notice to the other of an intention to terminate the MobileIron Cloud Service in

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accordance with the Contract, BT will continue to provide the MobileIron Cloud Service and both parties will continue to perform each of their obligations in accordance with the Contract.

- (b) The MobileIron Cloud Service will automatically terminate if the MobileIron Terms of Use or any other third party licence necessary for the operation of the MobileIron Cloud Service expires or is terminated for any reason.

12.5 Invoicing

- (a) This Paragraph will apply in addition to the charges and payments provisions in Paragraph 17.1 of the Schedule.
- (b) Unless set out otherwise in any applicable Order BT will invoice you for the following Charges in the amounts set out in the BT Price List:
 - (i) Recurring Charges for the MobileIron Cloud Service monthly in arrears and for any period where the MobileIron Cloud Service is provided for less than one month, the Recurring Charges will be calculated on a daily basis;
 - (ii) Charges for installing the Connector Software and MobileIron Sentry, one month in arrears from the date of completion of the installation;
 - (iii) Charges for Professional Services, one month in arrears from the date of completion of the Professional Services; and
 - (iv) Termination Charges incurred in accordance with Paragraph 12.6 upon termination of the MobileIron Cloud Service.
- (c) If during the term of the Contract, the Customer uses more licences for the MobileIron Cloud Software than the number of licences the Customer has place an Order for, the Customer 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 the Customer for any such Additional Charges in accordance with

Paragraph 12.5(b) starting from the date BT gives the Customer notice in accordance with Paragraph 22.6 of the Schedule of its liability to pay such Additional Charges.

12.6 Charges at the end of the Contract

- (a) This Paragraph applies in addition to the provisions in Paragraph 17.8 of the Schedule.
- (b) If the Customer exercises its right to terminate the Contract for convenience in accordance with Clause 6.2 of the Conditions, the Customer will pay BT as compensation Termination Charges equal to 100 per cent of the Recurring Charges for any remaining months of the MobileIron Minimum Period of Service.
- (c) If the Customer terminates the MobileIron Cloud Service after the MobileIron Minimum Period of Service has expired, the Customer will not pay any Termination Charges.
- (d) Termination will take effect from the next billing period if BT receives the Customer’s termination Notice at least 10 Business Days before the invoice date.
- (e) If the applicable MobileIron Terms of Use are terminated by MobileIron during the MobileIron Minimum Period of Service for the Customer’s default under the relevant MobileIron Terms of Use, the Termination Charges as set out in Paragraph 12.6(b) will be payable.

11.7 Limitation of Liability

BT has no liability where MobileIron fails to provide the MobileIron Cloud Service or withdraws the MobileIron Cloud Service and BT will not in these circumstances refund any monies (including any Charges or fees) paid by the Customer.

13. BT’S OBLIGATIONS

- 13.1 The provision in this Paragraph 12 will apply in addition to any other obligations that BT may have under the Conditions or the Schedule.
- 13.2 Before the Service Start Date and, where applicable, throughout the provision of the MobileIron Cloud Service, BT will provide the

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Customer with contact details for the helpdesk that the Customer will be able to contact to submit service requests, report Incidents and ask questions about the MobileIron Cloud Service (“**Service Desk**”).

14. CUSTOMER OBLIGATIONS

14.1 The provisions in this Paragraph 13 will apply in addition to any other Customer responsibilities set out in the Conditions or in the Schedule.

13.2 Before the Service Start Date and, where applicable, throughout the provision of the MobileIron Cloud Service by BT, the Customer will:

- (a) provide BT with the names and contact details of any individuals authorised to act on the Customer’s behalf for mobile service management matters (“**Customer Contact**”), but BT may also accept instructions from a person who BT reasonably believes is acting with the Customer’s authority; and
- (b) carry out its own investigations and ensure the suitability of any Compatible Devices or the MobileIron Cloud Software for the Customer’s use.

13.3 On and from the Service Start Date, the Customer will:

- (a) comply with the Documents;
- (b) comply and co-operate with any of BT’s reasonable security checks or measures (which may include BT making calls or sending communications to Users);
- (c) comply with any applicable fair use policy that BT may issue from time to time and the Customer;
- (d) not use the MobileIron Cloud Service in any way that may impair the operation of the BT Mobile Network or the service to BT’s other customers;
- (e) install or uninstall the Client Device Software on Compatible Devices;
- (f) pay the Charges for the MobileIron Cloud Service regardless of whether the Client Device Software is correctly installed by the Customer;
- (g) ensure that the Customer Equipment and the Compatible Devices the

Customer uses in conjunction with the MobileIron Cloud Service complies at all times with the Minimum Technical Requirements;

- (h) enable roaming on the Compatible Device where Compatible Devices are used outside of the UK;
- (i) will pay the Charges for data roaming in this Contract;
- (j) provide first level support through the Customer’s own IT Helpdesk for the Users and make all necessary escalations to the Service Desk; and
- (k) make sure that the use of the Compatible Device and of any third party Software used in relation with the MobileIron Cloud Service is in accordance with any licence or user guide or other reasonable instruction of any relevant manufacturer or supplier.

15. NOTIFICATION OF INCIDENTS

Where the Customer becomes aware of an Incident:

- (a) the Customer Contact or the affected User will report it to the Service Desk;
- (b) where the Service Desk cannot clear the Incident on the call, BT will give the Customer a unique reference number for the Incident (“**Ticket**”);
- (c) BT will inform the Customer when BT believes the Incident is cleared, and will close the Ticket when:
 - (i) the Customer confirms that the Incident is cleared within 24 hours of being informed; or
 - (ii) BT has attempted unsuccessfully to contact the Customer, in the way agreed between BT and the Customer, in relation to the Incident and the Customer has not responded within 24 hours of BT’s attempt to contact it.
- (d) If the Customer confirms that the Incident is not cleared within 24 hours of being informed, the Ticket will remain open, and BT will continue to work to resolve the Incident.
- (e) Where BT becomes aware of an Incident, Paragraphs (b), (c) and (d) will apply.

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16. DEFINITIONS

15.1 In this Annex, unless the context requires otherwise, in addition to the defined terms set out in the Conditions, and the Service Schedule, and the Annex for the BT One Phone Portal, the Annex for BT Signal Assist, the Annex for Recording Extra, the Annex for Onsite Mobile Network, the Annex for Private Voice Extra & Private Data Extra and the Annex for SIP Networks, capitalised terms in this Annex will have the following meaning:

Active Directory	Means the Microsoft Windows directory service that facilitates working with interconnected, complex and different network resources in a unified manner.
Bronze Licence	has the meaning given in Paragraph 6.2(a).
Client Device Software	Means an online application that the Customer or its Users will need to install on the Compatible Devices.
Compatible Device	Means a Device that is suitable for use with the MobileIron Cloud Service and is managed by the MobileIron Cloud Software. The Customer may request an up to date list of Compatible Devices from BT.
Connector Software	Has the meaning given in Paragraph 5.1(a).
Gold Licence	Has the meaning given in Paragraph 6.2(c).
Incident	Means an unplanned interruption to, or a reduction in the quality of, the MobileIron Cloud Service or particular element of the MobileIron Cloud Service.
Minimum Technical Requirements	Means the technical requirements for the operation of the MobileIron Cloud 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 Service	Has the meaning given to it in Paragraph 2.
MobileIron Cloud Software	Means a MobileIron software product composed of a user interface and a set up wizard that you can access through the MobileIron Cloud Portal.
MobileIron 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.
MobileIron Sentry	Has the meaning given in Paragraph 5.1(b).
MobileIron Terms of Use	Means the MobileIron's software as a service terms of the use available at https://www.mobileiron.com/en/legal/tou-saas as amended or updated from time to time.
Platinum Licence	Has the meaning given in Paragraph 6.2(d).
Professional Services	Means the services specified as such in the Statement of Requirements.
Schedule	Means the Service Schedule for BT One Phone available at http://www2.bt.com/static/i/btretail/panretail/terms/pdfs/bt1181.pdf .
Service Desk	has the meaning given in Paragraph 12.2.
Silver Licence	has the meaning given in Paragraph 6.2(b).
Statement of Requirements	means BT's form that may be used to detail the Customer's requirements in relation to the MobileIron Cloud Service and that will be agreed between the parties in accordance with Paragraph 9.2.
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

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	(vii) map lookup, along with such other services as may be notified to the Customer from time to time.
Ticket	has the meaning given in Paragraph 14(b) and may also be known as a “ fault reference number ”.
Warranty Period	means a period of 30 days following the Service Start Date.