



Ivanti Neurons Solution Terms Annex to the EE Mobile Schedule

Contents

A note on 'you'	2
Words defined in the General Terms	2
Part A – This Solution	2
1 Statement of Requirements	2
2 The Ivanti Neurons Solution	2
3 Professional Services	2
4 Charges	3
5 Samsung Knox	3
6 Your Obligations.....	3
7 The End of the Solution	4
8 Technical Support	4
9 Solution Restrictions.....	4
Part B – Defined Terms.....	5
10 Defined Terms.....	5



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 Ivanti Neurons Solution

- 2.1 By installing and using the Device Management Software / Hosted Mobile Device Management Software and Client Software you agree to the terms set out in the relevant End User Licence Software Agreement, referenced in Annex 1 of the Ivanti Neurons Solution Description.
- 2.2 You will provide an Internet connection for access to the web portal for management of this Solution at your cost and for the duration of the Solution.
- 2.3 This Solution will not be available until BT reviews the completed Statement of Requirements and BT is satisfied that the Customer Equipment complies with the technical requirements for the operation of this Solution.
- 2.4 If you notify BT of any failure of the Device Management Software or the Client Software to perform in accordance with the relevant parts of the Ivanti Neurons Solution Description, BT will use reasonable endeavours to remedy the defect with the Device Management Software or Client Software developer. BT may carry out the work to remedy the defect or use a subcontractor to do so.
- 2.5 BT will provide you with all necessary User documentation and technical guides to enable the use of the Device Management Software.
- 2.6 Marketplace
 - (a) As part of the Solution, BT will:
 - (i) create a Marketplace account with an associated single Administrator account for you that will provide you with the capability to add or remove licences for additional Device Management Software / Hosted Mobile Device Management Software and Client Software;
 - (ii) assign the Device Management Software / Hosted Mobile Device Management Software and Client Software that are detailed in your Contract to your Marketplace account;
 - (iii) create and maintain an inventory of all Device Management Software / Hosted Mobile Device Management Software and Client Software within your Marketplace account;
 - (iv) provide you with instructions on how to access the Marketplace account and Device Management Software / Hosted Mobile Device Management Software and Client Software; and
 - (v) invoice you for Charges for purchases made in relation to this Solution using Marketplace under this Contract.
 - (b) You acknowledge and agree that by making amendments to quantities of Device Management Software / Hosted Mobile Device Management Software and Client Software in Marketplace, you are authorising such amendments to this Contract. All other terms remain unchanged.

3 Professional Services

- 3.1 BT will provide Professional Services to you on the terms of the Contract and as specified in the Statement of Requirements.
- 3.2 For fees calculated on a daily rate, a 'day' is a period of eight hours inclusive of travel time to and from your Site.
- 3.3 BT will charge you for time spent in excess of eight hours at the pro-rated rate for a day.
- 3.4 Fees calculated on an hourly rate are charged on a pro-rated basis for time spent which is less than an hour.
- 3.5 If not specified in the Statement of Requirements, we will both agree the time and place for performance of the Professional Services, subject to the availability of BT's staff.
- 3.6 To enable BT to provide the Professional Services, you will:



- 3.6.1 co-operate with BT as BT reasonably requires;
 - 3.6.2 provide BT with such information and documentation as BT reasonably requires;
 - 3.6.3 make available to BT the facilities, resources, working space, and staff as BT reasonably requires from time-to-time; and
 - 3.6.4 instruct your staff and agents to co-operate and assist BT.
- 3.7 Subject to Paragraph 3.6, if any part of the Professional Services is performed negligently or in breach of the provisions of this Contract then, at your written request given within six months of the completion of the Professional Services, BT will re-perform the relevant part of the Professional Services.
- 3.8 Subject to Clause 22.2 of the General Terms, re-performance in accordance with Paragraph 3.7 will be your sole remedy in connection with the Professional Services.
- 3.9 BT does not 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.

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 Statement of Requirements. You will be invoiced for Charges associated with Professional Services one month in arrears from the date of completion of the Professional Services.
- 4.4 BT may invoice you for any additional costs and expenses incurred by BT caused by changes in your instructions, any failure to provide instructions or information when requested, or failure to comply with Paragraph 3.6 above.

5 Samsung Knox

- 5.1 Use of the Samsung Knox end user licensed software ("**Samsung Knox Software**") is subject to the Samsung Knox Enterprise end user licence agreement, available at <https://www.samsungknox.com/en/eula>, or such other URL as may be advised from time to time. End Users will be required to agree to Samsung's terms and conditions (<https://www.samsungknox.com/en/terms-use>) and to Samsung's privacy policy (<https://www.samsungknox.com/en/privacy-policy>) at point of installation of Samsung Knox software on a Managed Device.
- 5.2 Samsung Knox Software is provided to you on an 'as-is' basis and all warranties, representations and covenants not expressly set out in the Contract are excluded to the maximum extent permitted by law.
- 5.3 BT warrants that the Samsung Knox Software will conform in all material respects to Samsung's written specifications for the Samsung Knox Software for a period of 90 days following the initial delivery of a licence key to you. Your only remedy for non-conformance will be to request that Samsung correct the material non-conformance to Samsung's written specifications, or if Samsung does not correct such conformance within 60 days, BT will refund any licence fees paid by you for the then current term.

6 Your Obligations

- 6.1 You will nominate suitable member(s) of your staff to act as Customer Contact(s) as detailed in the Statement of Requirements who have the authority to contractually bind you on matters relating to this Solution.
- 6.2 You have sole responsibility for ensuring the correct installation of Client Software on Managed Devices. You will be liable for Charges for the Solution regardless of whether or not the Client Software is correctly installed. Removal of Client Software from Managed Devices is your sole responsibility.
- 6.3 You may be required to assist BT in the completion of a configuration spreadsheet for this Solution. This spreadsheet does not form part of your Contract.
- 6.4 You acknowledge that your and User's Personal Data (as defined in Data Protection Legislation) will be Processed by Ivanti UK Limited in Germany, or such other country within the European Economic Area as Ivanti UK Limited may from time to time determine, but only to the extent necessary for the provision of the Solution, and in the generation of anonymised statistical data concerning the Solution, the Hosted Mobile Device Management Software.
- 6.5 You will ensure that you have obtained all appropriate User consents to enable processing by Ivanti UK Limited.
- 6.6 You will give any instructions you may have regarding the Processing of your or User's Personal Data to BT's technical support team who will deliver them to Ivanti UK Limited. You will not contact Ivanti UK Limited directly.



7 The End of the Solution

- 7.1 Each licence ordered by you will have a Minimum Term of 12 months, or greater if specified in the Contract.
- 7.2 After the expiry of the Minimum Term a rolling monthly Licence Charge will apply for the quantities equivalent to the Licence option 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.
- 7.3 If you wish to terminate any licence early then you will give Notice of this fact to BT.
- 7.4 Termination Charges will apply to licences terminated during the Minimum Term.
- 7.5 If the End User Licence Agreement terminates, this Solution also terminates.
- 7.6 If the End User Licence Agreement is not terminated by you, or for your default, during the Minimum Term, then no Termination Charges relating to this Solution will be payable.
- 7.7 You may cancel a Licence 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 BT at least 10 Business Days before the bill date.
- 7.8 In addition to any other payments due from you, you will pay BT the following Termination Charges in accordance with the Contract upon early cancellation of a Licence:

Appropriate Licence monthly Charges x number of months remaining in the Minimum Term.

8 Technical Support

This Solution includes technical support as set out in the Ivanti Neurons Solution Description.

9 Solution Restrictions

- 9.1 Insurance propositions sold by or provided on behalf of BT do not apply to this Solution.
- 9.2 BT may charge you for additional site visits if you provide BT with incomplete or inaccurate information in the Statement of Requirements that causes the completion of an installation to exceed the allotted time for completion.
- 9.3 If the Device Management 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.
- 9.4 Subject to Clause 22.2 of the General Terms, BT will have no liability to you if the Solution, being an automated service, malfunctions due to factors beyond the reasonable control of BT or its third party suppliers (including due to a fault, delay or disruption in the telecommunications equipment or network availability, miss-use or malfunction of equipment or services).



Part B – Defined Terms

10 Defined Terms

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

“**Administrator**” means the person or persons responsible for managing the Solution on behalf of the Customer.

“**Client Software**” means the End User Licensed Software on the Customer’s device which is used to manage the Ivanti Neurons Solution as indicated in the Initial Order or applicable Contract Change Note provided by BT under this Solution installed by or on behalf of you on Managed Devices.

“**Compatible Device**” means a Device that is suitable for use with this Solution, and you can obtain an up-to-date list of Compatible Devices from BT on request.

“**Device Management Software**” means the Software that is installed on the Customer’s servers which enable BT to provide the Ivanti Neurons Solution.

“**Hosted Mobile Device Management Software**” means the Software that is installed on the supplier’s hosted servers which enable BT to provide the Ivanti Neurons Solution.

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

“**Marketplace**” means the BT Business Apps online portal which can be found at businessapps.bt.com. The terms applicable to Marketplace can be found at <https://business.bt.com/content/dam/bt-business/pdfs/terms/bt1165.pdf> and <https://business.bt.com/content/dam/bt-business/pdfs/terms/business-apps/BT-End-User-Licence-Agreement.pdf>

“**Managed Device**” means a Device managed using the Device Management Software or the Hosted Mobile Device Management Software.

“**Professional Services**” means the services specified as such in the Statement of Requirements and described in further detail in the Ivanti Neurons Solution Description.

“**Samsung**” means Samsung Electronics Co., Ltd., incorporated under the laws of Korea with a place of business at 416 Maetan-3 Dong, Yeongtong-Gu, Suwon-City, Gyeonggi-Do, 443-742 Korea.

“**Samsung Knox Software**” means the Software provided by Samsung that provides enhanced mobile security features for Samsung Knox devices.

“**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 (vii) map lookup, along with such other services as may be notified to you from time to time.