Blackberry
Annex to the BT Business Mobile Schedule

Contents

Blackberry Annex

A note on 'you'

'You' and 'your' mean the Customer and your Users, where applicable.

Words defined in the General Terms and Schedule

Words that are capitalised but have not been defined in this Annex have the meanings given to them in the General Terms and the BT Business Mobile Schedule to the General Terms.

Part A – The Mobile Service

1   Service Summary

1.1   This Annex to the BT Business Mobile Schedule will apply where you have selected any of the following services as set out in any applicable Order:

1.1.1   **Blackberry Enterprise Server** ("**BES Service**"): the BES Service gives you and your Users secure mobile access to your Microsoft Exchange, Novell Groupwise or IBM Lotus Domino server and applications; and

1.1.2   **Blackberry Enterprise Service 12** ("**BES 12 Service**"): the BES 12 Service gives you and your Users use of a management console that allows you to access and manage your mail server and applications on certain compatible Devices. The BES 12 Service is compatible with a number of Devices including Apple, Android and Blackberry 10. If you have a BBOS device that was sold to you before 2012, you will also be able to use the BES 12 Service but will need to buy a BBOS Annual Universal CAL.

1.2   This Annex applies to the following heritage services that are no longer available for you to buy:

1.2.1   **BlackBerry Internet Service** ("**BIS Service**"): the BIS Service synchronises your web based email accounts with your compatible Devices allowing push email and mobile internet; and

1.2.2   **BlackBerry Enterprise Server Express** ("**BESx Service**"): the BESx Service combined with the BIS Service, gives you and your Users secure access to your Microsoft Exchange or IBM Lotus Domino server without any software or licensing costs.

2   Specific Terms

2.1   **BIS Service and BESx Service**

2.1.1   BT does not give any warranties of any kind about the BIS Service or the BESx Service, whether express or implied.

2.1.2   BT does not make any representations, whether express or implied, about whether the BIS Service or the BESx Service will operate in combination with any Customer Equipment or other equipment and software.

2.1.3   Where you terminate your BIS Service, BT will no longer provide the BESx Service and any applicable Termination Charges for BESx Service will apply in addition to any applicable Termination Charges for the BIS Service.

2.1.4   Further technical information, system requirements and specifications for the BIS Service and BESx Service may be found at www.BlackBerry.com/besx.

2.2   **BES Service**

2.2.1   When you select the BES Service, before the Service Start Date you will buy a valid CAL for each BlackBerry Handset that is going to use the BES Service.

2.2.2   You will make sure that the maximum number of Users of the BES Service is capped at 1000 Users.

2.3   **BES 12 Service**

2.3.1   When you select the BES 12 Service, before the Service Start Date you will buy a valid SBL or CAL (dependent upon the Device and as set out in the applicable Order) for each Device to be managed using BES 12 Service.

2.3.2   The following options are available with the BES 12 Service:

BES 12	
BES 12 Silver: If you select BES 12 Silver you will get: **(a)** access to Microsoft Exchange, IBM Lotus Domino or Novell Groupwise email servers over the Mobile Network and the Wi-Fi Network; **(b)** the ability to apply security policies to BlackBerry Handsets; and **(c)** management tools, information about which can be found at: http://uk.blackberry.com.	**BES 12 Silver for BlackBerry:** If you select BES 12 Silver for BlackBerry you will: **(a)** be able to manage the Devices that use the BlackBerry 10 operating system, details of which can be found at http://uk.blackberry.com using the BES 12 management console; and **(b)** get a secure container on a Device that enables you to separate personal data and applications from data specified as work data.
	BES 12 Silver for iOS/Android/Windows Phone 8 MDM: If you select BES 12 Silver for iOS/Android/Windows Phone 8 MDM you will be able to manage Devices which use compatible operating systems using the BES 12 Service management console. Information about the management tools that are available and compatible operating systems can be found at http://uk.blackberry.com.
BES 12 Gold: If you select BES 12 Gold you will get: **(a)** access to Microsoft Exchange, IBM Lotus Domino or Novell Groupwise email servers over the Mobile Network and the Wi-Fi Network; **(b)** the ability to apply security policies to BlackBerry Handsets; and **(c)** management tools, information about which can be found at: http://uk.blackberry.com.	**BES 12 Gold for BlackBerry:** If you select BES 12 Gold for BlackBerry you will: **(a)** be able to manage the Devices that use the BlackBerry 10 operating system, details of which can be found at http://uk.blackberry.com using the BES 12 Service management console; and **(b)** get a secure container on a Device that enables you to separate personal data and applications from data specified as work data.
	BES 12 Gold for iOS/Android Secure Work Space: If you select BES 12 Gold for iOS/Android Secure Work Space you will: **(a)** be able to manage Devices which use compatible operating systems using the BES 12 Service management console. Information about the management tools that are available and compatible operating systems can be found at http://uk.blackberry.com; **(b)** get a secure container on a Device to separate personal data and applications from the BES 12 Service data and applications; **(c)** get secure access to enterprise applications including email, calendar, contacts and browsing; and **(d)** get secure connectivity for email, calendar and contacts connected to Enterprise Mail servers using Exchange ActiveSync.

3   Blackberry Licensing

3.1   SBLs and CALs are provided under a licence between you and BlackBerry Limited and you will accept and comply with the terms of any licence agreement applicable to the SBLs or CALs that you buy and use.

3.2   SBLs include upgrades and maintenance releases of BES 12 Software.

3.3   CALs are only valid for the version of the BES 12 Software downloaded by you. New CALs are required if you update your version of the BES 12 Software.

4   Your Obligations

4.1   In addition to your responsibilities set out in the Schedule, you will:

4.1.1   order and install the applicable BES 12 Software from http://uk.blackberry.com or any other URL provided by BT;

4.1.2   have one of the following mailboxes available for use with the BES Service or BES 12 Service:

BlackBerry Service	Email Protocol
BES Service	POP3 or IMAP4
BES 12 Service	POP3, IMAP4 & ActiveSync

4.1.3   provide a server configured for the use of the BES 12 Software, which complies with the relevant specifications published at http://www.blackberry.com, or such other URLs as BT may advise;

4.1.4   provide suitably qualified personnel to integrate the BES 12 Service with your email system and firewall and to configure the BES 12 Software on the BlackBerry Handset or Device or other Customer Equipment used with the BES 12 Service;

4.1.5   configure the firewall to allow the server that the BES 12 Software is installed on to initiate outbound transmission control protocol/IP connections to an outside server listening on port 3101;

4.1.6   provide sufficient bandwidth to enable successful transmission between the Customer Network and the Internet;

4.1.7   have a suitable email system in place for use with the BES 12 Service;

4.1.8   provide trained staff to support the use and maintenance of the BES 12 Service;

4.1.9   provide unencrypted data of any encrypted data transmitted between your BES 12 Software and the BlackBerry Handset or Device or the Customer Equipment if a relevant authority under Applicable Law requires sight of any requests;

4.1.10   comply with any minimum technical requirements set out at http://uk.blackberry.com;

4.1.11   ensure that you have a suitable IM account for the use of IM;

4.1.12   check with your Internet service provider whether the Device or BlackBerry Handset may be used with that provider's services and whether any limitations or restrictions apply; and

4.1.13   back up any data prior to commencement of the BlackBerry Services.

4.2   You will:

4.2.1   use the BlackBerry Services only for the purposes of sending, receiving, storing and processing data and voice services;

4.2.2   not use the BlackBerry Handset for any purpose connected with chemical, biological or nuclear weapons, or missiles capable of delivering such weapons;

4.2.3   not re-export the BlackBerry Handset if it is known or suspected that it is intended or likely to be used for the purpose set out in Paragraph 4.2.2;

4.2.4   not use the BlackBerry Handset in any nuclear explosive activity or unsafe guarded nuclear fuel cycle activity; and

4.2.5   sign a formal "**End-User Undertaking**" in a format specified by the United Kingdom Department of Trade and Industry if required by law or regulation.

4.3   Texts and emails are retained on BlackBerry Handsets and Devices when they are turned off or the BT SIM Card is removed; and

4.4   The BT SIM Card provided with the BlackBerry Handset or Device is linked to that BlackBerry Handset or Device and a transfer of the BT SIM Card to any other Device will need to be carried out. Further details of the transfer process can be found at the URL in your Order or any other URL that BT may notify to you.

4.5   BT has no liability where BlackBerry Limited fails to provide the BlackBerry Services or withdraws the BlackBerry Services and BT will not in these circumstances refund any monies (including any Charges or fees) paid by you for CALs, SBLs or the BES 12 Software;

5   BES 12 Software

5.1   The BES 12 Software may take the form of a "**click wrap**" or "**shrink wrap**" licence agreement and will take precedence over the terms of this Annex. Acceptance of the BES 12 Software licence agreement is also indicated by your installation and use of the BES 12 Software. BT has no responsibility for any failures in the BES 12 Software.

5.2   You are responsible for making sure the use of the Device and any BES 12 Software is in accordance with any licence or user guide or other reasonable instruction of any relevant manufacturer or supplier.

5.3   Where a Charge applies to the BES 12 Software you will pay the applicable Charge to BT. Any failure to pay the Charge will be dealt with by BT in accordance with Clause 10 of the General Terms.

5.4   Upgrades and updates of the BES 12 Software may be subject to additional Charges.

5.5   If BT asks you to download an application to your Device so that you may continue to use the Blackberry Service that you have chosen, you will download the application from the relevant application store.

Part D – Defined Terms

6   Defined Terms

In addition to the defined terms in the General Terms and Schedule, capitalised terms in this Annex will have the following meanings (and in the case of conflict between these defined terms and the defined terms in the General Terms and the Schedule, these defined terms will take precedence for the purposes of this Annex):

"**BBOS Annual Universal CAL**" means a CAL for which you pay an annual Charge and which at the end of 12 months requires renewal in order for you to continue using the BES 12 Service.

"**BES Service**" has the meaning given in Paragraph 1.1.1.

"**BESx Service**" has the meaning given in Paragraph 1.2.2.

"**BES 12 Service**" has the meaning given in Paragraph 1.1.2.

"**BIS Service**" has the meaning given in Paragraph 1.2.1.

"**BES 12 Software**" means software provided by BlackBerry Limited under a licence between you and BlackBerry Limited that is required to access the BES 12 Service management console.

"**BlackBerry Handset**" means any BlackBerry handset provided to you by BT under this Contract.

"**BlackBerry Service**" means BES Service, BESx Service, BES 12 Service or BIS Service as set out in the Order.

"**CAL**" means a Client Access Licence that you will buy from BT to allow you to access to the BlackBerry service.

"**IM**" means instant messenger, a real-time communication tool.

"**IMAP4**" means Internet Message Access Protocol version 4, a method of accessing electronic mail kept on a mail server.

"**Operating System**" means the BlackBerry Operating System, BlackBerry 10 Operating System, Android or iOS.

"**POP3**" means Post Office Protocol Version 3, a method of accessing electronic mail kept on a mail server.

"**SBL**" means a SIM Based Licence that you will buy from BT to allow you to access to the BlackBerry service. This licence is charged to you on a monthly basis and will appear as a mobile extra on your monthly bill.