1. The following terms and conditions will apply where the Customer is contracting for one of the Services stated below. They apply in addition to:

(a) The Conditions for BT Business Services
(b) The Service Schedule for BT Business Mobile Service
(c) The Order Form
(d) The Charges Schedule
(e) The BT Price List

2. Mobile Data

2.1 The following additional Clauses will apply to Mobile Data:

2.2 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 BT SIM Card.

3. BlackBerry Services

3.1 Where the Service includes the following BlackBerry Services, the following additional Clauses will apply:

<table>
<thead>
<tr>
<th>Operating System</th>
<th>BlackBerry Operating Systems (BBOS)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Available Services</td>
<td>BlackBerry Enterprise Server (BES)</td>
</tr>
<tr>
<td></td>
<td>BlackBerry Enterprise Service 12 (BES12) Management Console</td>
</tr>
</tbody>
</table>

3.2 The following additional Clauses will apply to BlackBerry Enterprise Server (BES):

(a) The Customer may browse the internet using the BlackBerry web browser and internet access.
(b) The Service operates with Microsoft Exchange, IBM Lotus Domino or Novell Groupwise email servers.
(c) In order to use BlackBerry Enterprise Server (BES) the Customer will:
   (i) download the BlackBerry Enterprise Server Software in accordance with Clause 1.15 (h) to (n) of the Service Schedule.
   (ii) purchase a CAL for each BlackBerry Handset the charges for which are set out in the Order Form.

   The charge for BlackBerry Enterprise Server Software is set out in the Order Form.

   (d) The Customer acknowledges that for BlackBerry Enterprise Server there is a maximum of 1000 Users.

BlackBerry Enterprise Service 12 (BES 12) Management Console

3.3 The following additional Clauses will apply to BlackBerry Enterprise Service 12 (BES 12) Management Console:

(a) The BlackBerry Enterprise Service 12 (BES 12) Management Console allows the Customer to manage BBOS Devices. Information about the management tools that are available can be found at http://uk.blackberry.com.

(b) In order to manage BBOS Devices via the BlackBerry Enterprise Service 12 (BES 12) Management Console, the Customer must:
   (i) download and install the BES12 Server Software in accordance with Clause 1.15 (h) to (n) of the Service Schedule;
(ii) purchase a BBOS Universal Annual CAL for each BlackBerry Handset to be managed via the BlackBerry Enterprise Service 12 (BES 12) Management Console.

(iii) provide suitably qualified personnel to integrate the BlackBerry Enterprise Server database with the BlackBerry Enterprise Service 12 (BES12) database.

**BlackBerry Enterprise Service 10 (BES10)**

3.4 The following additional Clauses will apply to BlackBerry Enterprise Service 10 (BES10):

(a) BlackBerry Enterprise Service 10 enables customers to manage Mobile Devices using the BlackBerry Enterprise Service 10 Server Software. The software required to access the Service is provided by BlackBerry Limited under a licence between the Customer and BlackBerry Limited.

(b) The following options are available with BlackBerry Enterprise Service 10, details of which are set out in Clauses 3.4 (c) to 3.10 of this Annex:

<table>
<thead>
<tr>
<th>BlackBerry Enterprise Service 10 (BES10)</th>
<th>BES 10 Silver for BlackBerry</th>
</tr>
</thead>
<tbody>
<tr>
<td>BlackBerry 10 Silver</td>
<td>BES 10 Silver for BlackBerry</td>
</tr>
<tr>
<td></td>
<td>BES 10 Silver for iOS/Android MDM</td>
</tr>
<tr>
<td>BlackBerry 10 Gold</td>
<td>BES 10 Gold for BlackBerry</td>
</tr>
<tr>
<td></td>
<td>BES 10 Gold for iOS/Android Secure Work Space</td>
</tr>
</tbody>
</table>

(c) In order to use BlackBerry Enterprise Service 10 (BES10) the Customer will:

(i) download the BlackBerry Enterprise Service 10 Server Software in accordance with Clause 1.15 (h) to (n) of the Service Schedule;

(ii) purchase a CAL for each Mobile Device the charges for which are set out in the Order Form.

**BlackBerry 10 Silver**

3.5 In addition to the facilities in Clause 3.4 (a) of this Annex, BlackBerry 10 Silver provides the following:

(a) access to Microsoft Exchange, IBM Lotus Domino or Novell Groupwise email servers over the 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.

**BlackBerry 10 Gold**

3.6 In addition to the facilities in Clause 3.4 (a) and 3.5 of this Annex, BlackBerry 10 Gold provides the following:

(a) access to Microsoft Exchange, IBM Lotus Domino or Novell Groupwise email servers over the 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 10 Silver for BlackBerry & BES 10 Gold for BlackBerry**

3.7 The following Clauses will apply to BES 10 Silver for BlackBerry & BES 10 Gold for BlackBerry in addition to Clauses 3.4 (a), 3.5 and 3.6 of this Annex:

(a) BES 10 Silver for BlackBerry & BES 10 Gold for BlackBerry enable the management of Mobile Devices which use one of the Operating Systems, details of which can be found at http://uk.blackberry.com via the BlackBerry Enterprise Service 10
Annex to the Service Schedule for BT Business Mobile Service

Server Software. Information about the management tools that are available can be found at http://uk.blackberry.com.

(b) BES 10 Silver for BlackBerry & BES 10 Gold for BlackBerry provide the ability to have a secure container on a Mobile Device to separate personal data and applications from BlackBerry Enterprise Service 10 (BES10) data and applications.

**BES 10 Silver for iOS/Android MDM and BES 10 Gold for iOS/Android Secure Work Space**

3.8 The following additional Clauses will apply to BlackBerry 10 – iOS & Android Secure Work Space and Android MDM:

(a) BES 10 Silver for iOS/Android MDM and BES 10 Gold for iOS/Android Secure Work Space enable the management of Mobile Devices which use the Android and Apple iOS Operating Systems via the BlackBerry Enterprise Service 10 Server Software. Information about the management tools that are available can be found at http://uk.blackberry.com.

(b) In addition, BES 10 Gold for iOS/Android Secure Work Space provides the following:

(i) the ability to have a secure container on a Mobile Device to separate personal data and applications from BlackBerry Enterprise Service 10 (BES10) data and applications;

(ii) secure access to enterprise applications including email, Calendar, Contacts and Browsing;

(iii) secure connectivity for email, Calendar and contacts connected to Enterprise Mail servers using Exchange Activesync.

**CALs**

3.9 The following additional Clauses will apply to CALs:

(a) CALs are provided under a licence between the Customer and BlackBerry Limited and the Customer will accept the terms of any licence agreement applicable to the CAL.

(b) CALs are only valid for the version of the BlackBerry Software downloaded by the Customer. New CAL’s are required if the Customer updates their version of the BlackBerry Software.

(c) The Customer acknowledges and accepts that where a CAL expires, the Customer will renew the CAL if the Customer wishes to continue to use the applicable BlackBerry Service. Where the Customer fails to renew the CAL the BlackBerry Service may be restricted.

(d) The Customer will be charged for CALs and for any renewals by BT and that any failure to pay for a CAL or a renewal will be dealt with by BT in accordance with Clause 4 of the Conditions.

**BES 10 Customer Obligations**

3.10 In addition to the Customer’s responsibilities set out in the Service Schedule, the Customer will:

(a) order and allocate CALs;

(b) make available suitable mailboxes as follows:

<table>
<thead>
<tr>
<th>BlackBerry Service</th>
<th>Email Protocol</th>
</tr>
</thead>
<tbody>
<tr>
<td>BlackBerry Enterprise Server (BES)</td>
<td>POP3 or IMAP</td>
</tr>
<tr>
<td>BlackBerry Enterprise Service 10 (BES10)</td>
<td>POP3, IMAP &amp; Activesync</td>
</tr>
</tbody>
</table>

(c) provide a server configured for the use of the BlackBerry Enterprise Server Software and/or BlackBerry Enterprise Service 10 Server Software. The server will 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, and technical information can be found at www.Blackberry.com;
(d) install the BlackBerry Enterprise Server Software and/or BlackBerry Enterprise Service 10 Server Software on the Customer’s servers;

(e) provide suitably qualified personnel to integrate BlackBerry Enterprise Server (BES) and/or BlackBerry Enterprise Service 10 (BES10) with the Customer’s email system and firewall and to configure the BlackBerry Enterprise Server Software and/or BlackBerry Enterprise Service 10 Server Software on the BlackBerry Handset or Mobile Device or other Customer equipment used with the Service. The firewall will be configured to allow the server on which the BlackBerry Enterprise Server Software and/or BlackBerry Enterprise Service 10 Server Software is installed to initiate outbound TCP/IP connections to an outside server listening on port 3101;

(f) provide sufficient bandwidth to enable successful transmission between the Customer’s network and the internet, and a suitable email system for use with BlackBerry Enterprise Server (BES) and/or BlackBerry Enterprise Service 10 (BES10);

(g) provide trained staff to support the use of BlackBerry Enterprise Server (BES) and/or BlackBerry Enterprise Service 10 (BES10);

(h) provide unencrypted data of any encrypted data transmitted between the Customer’s BlackBerry Enterprise Server Software and/or BlackBerry Enterprise Service 10 Server Software and the BlackBerry Handset Mobile Device or the Customer’s equipment if a relevant authority in pursuance of powers under the applicable law requires sight of any requests;

(i) acknowledge and agree that BT has no liability where BlackBerry Limited fail to provide the BlackBerry Service or withdraw the BlackBerry Service and will not in these circumstances refund any monies paid by the Customer for CALs.

**BlackBerry Enterprise Service 12 (BES12)**

3.11 The following additional Clauses will apply to BlackBerry Enterprise Service 12 (BES12):

(a) BlackBerry Enterprise Service 12 enables customers to manage Mobile Devices via the BlackBerry Enterprise Service 12 (BES12) Management Console;

(b) The following options are available with BlackBerry Enterprise Service 12, details of which are set out in Clauses 3.11 (c) to 3.17 of this Annex:

<table>
<thead>
<tr>
<th>BlackBerry Enterprise Service 12 (BES12)</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>BES 12 Silver for BlackBerry</td>
<td>BES 12 Silver for iOS/Android/Windows Phone 8 MDM</td>
</tr>
<tr>
<td>BES 12 Gold for BlackBerry</td>
<td>BES 12 Gold for iOS/Android Secure Work Space</td>
</tr>
</tbody>
</table>

(c) In order to use BlackBerry Enterprise Service 12 (BES12) the Customer will:

(i) download the BlackBerry Enterprise Service 12 Server Software in accordance with Clause 1.15 (h) to (n) of the Service Schedule;

(ii) The customer must have a valid SBL or CAL (dependent upon the Device) for each Device to be managed via BES12.

**BES12 Silver & Gold**
3.12 In addition to the facilities in Clause 3.3 (a) of this Annex, BES 12 Silver and Gold service levels provide the following:

(a) access to Microsoft Exchange, IBM Lotus Domino or Novell Groupwise email servers over the 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 & BES 12 Gold for BlackBerry

3.13 The following Clauses will apply to BES 12 Silver for BlackBerry & BES 12 Gold for BlackBerry in addition to Clauses 3.11, 3.12, 3.15 and 3.16 of this Annex:

(a) BES 12 Silver for BlackBerry & BES 12 Gold for BlackBerry enable the management of Mobile Devices which use the BlackBerry 10 Operating System, details of which can be found at http://uk.blackberry.com via the BlackBerry Enterprise Service 12 (BES12) Management Console; Information about the management tools that are available can be found at http://uk.blackberry.com.

(b) BES 12 Silver for BlackBerry & BES 12 Gold for BlackBerry provide the ability to have a secure container on a Mobile Device to separate personal data and applications from BlackBerry Enterprise Service 12 (BES12) data and applications;

BES 12 Silver for iOS/Android & Windows Phone MDM and BES 10 Gold for iOS/Android Secure Work Space

3.14 The following additional Clauses will apply to BES12 Silver for iOS/Android & Windows Phone MDM and BES12 Gold for iOS/Android Secure Work Space:

(a) BES 12 Silver for iOS/Android & Windows Phone MDM enable the management of Mobile Devices which use compatible Operating Systems via the BlackBerry Enterprise Service 12 (BES12) Management Console.; Information about the management tools that are available and compatible Operating Systems can be found at http://uk.blackberry.com;

(b) BES 12 Gold iOS/Android Secure Work Space enable the management of Mobile Devices which use the compatible Operating Systems via the BlackBerry Enterprise Service 12 (BES12) Management Console. Information about the management tools that are available and compatible Operating Systems can be found at http://uk.blackberry.com.

(c) In addition, BES 12 Gold for iOS/Android Secure Work Space provides the following:

(i) the ability to have a secure container on a Mobile Device to separate personal data and applications from BlackBerry Enterprise Service 12 (BES12) data and applications;

(ii) secure access to enterprise applications including email, Calendar, Contacts and Browsing;

(iii) secure connectivity for email, Calendar and contacts connected to Enterprise Mail servers using Exchange Activesync.

CALs

3.15 The following additional Clauses will apply to CALs:

(a) CALs are provided under a licence between the Customer and BlackBerry Limited and the Customer will accept the terms of any licence agreement applicable to the CAL.

(b) CALs are only valid for the version of the BlackBerry Software downloaded by the Customer. New CAL’s are required if the Customer updates their version of the BlackBerry Software.

(c) The Customer acknowledges and accepts that where a CAL expires,
the Customer will renew the CAL if the Customer wishes to continue to use the applicable BlackBerry Service. Where the Customer fails to renew the CAL the BlackBerry Service may be restricted.

SIM Based Licensing (SBL)

3.16 The following additional Clauses will apply to SBL:

(a) SBL is provided under a licence between the Customer and BlackBerry Limited and the Customer will accept the terms of any licence agreement applicable;

(b) Each device being managed by BES12 requires a CAL or SBL (dependent upon the Device) to utilise BES12;

(c) upgrades and maintenance releases of BlackBerry Enterprise Service 12 software and above are included in the charge for the SBL;

(d) The Customer acknowledges and accepts that where no valid CAL or SBL is in place BES12 may be restricted.

BES 12 Customer Obligations

3.17 In addition to the Customer’s responsibilities set out in the Service Schedule, the Customer will:

(a) order and install the relevant Software;

(b) make available suitable mailboxes as follows:

<table>
<thead>
<tr>
<th>BlackBerry Service</th>
<th>Email Protocol</th>
</tr>
</thead>
<tbody>
<tr>
<td>BlackBerry Enterprise Server (BES)</td>
<td>POP3 or IMAP</td>
</tr>
<tr>
<td>BlackBerry Enterprise Service 10 (BES10), 12 (BES12)</td>
<td>POP3, IMAP &amp; ActiveSync</td>
</tr>
</tbody>
</table>

(c) provide a server configured for the use of the BlackBerry Enterprise 12 Server Software. The server will 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, and technical information can be found at www.Blackberry.com;

(d) install the BlackBerry Enterprise Service 12 Server Software on the Customer's servers;

(e) provide suitably qualified personnel to integrate BlackBerry Enterprise Service 12 (BES12) with the Customer's email system and firewall and to configure the BlackBerry Enterprise Service 12 Server Software on the BlackBerry Handset or Mobile Device or other Customer equipment used with the Service. The firewall will be configured to allow the server on which the BlackBerry Enterprise Service 12 Server Software is installed to initiate outbound TCP/IP connections to an outside server listening on port 3101;

(f) provide sufficient bandwidth to enable successful transmission between the Customer's network and the internet, and a suitable email system for use with BlackBerry Enterprise Service 12 (BES12);

(g) provide trained staff to support the use of BlackBerry Enterprise Service 12 (BES12);

(h) provide unencrypted data of any encrypted data transmitted between the Customer’s BlackBerry Enterprise Service 12 Server Software and the BlackBerry Handset Mobile Device or the Customer's equipment if a relevant authority in pursuance of powers under the applicable law requires sight of any requests;

(i) acknowledge and agree that BT has no liability where BlackBerry Limited fail to provide the BlackBerry Service or withdraw the BlackBerry Service and will not in these circumstances refund any monies paid by the Customer for CALs of SBL’s.
4. BT Autobalance

4.1 The following additional Clauses will apply to BT Autobalance:

General Description of the Service

(a) BT Autobalance allows a Customer to Tag calls via the Interface.

(b) Two options exist:

(i) Administrator Only Service - the option that allows only the Administrator to view and amend the Tagging of calls.

(ii) Full Service - the option that allows BT Autobalance Users and Administrators to view and amend the Tagging of calls.

(c) Additional functions are available within BT Autobalance, details of which are set out on the Interface. The details of which are set out in the Charges Schedule.

Use of the Service

(d) The Customer will appoint an Administrator who will provide BT with details of the BT Autobalance Users to be registered for BT Autobalance, in a format requested by BT.

(e) BT recommends that, where the Customer has multiple invoice dates for the Service, the Customer request alignment of these to a single date prior to BT Autobalance becoming operational. The Customer accepts that if these are not aligned then each voice service invoice will require a separate BT Autobalance account meaning that there will not be a single consolidated output.

(f) BT will register the BT Autobalance Users and will issue and load the Call Data into BT Autobalance on each bill cycle. The Administrator, or BT Autobalance User, will then review and Tag or un-Tag calls as is necessary via the interface.

(g) Dependent upon the option and functions applicable to the Contract, BT Autobalance allows an Administrator or BT Autobalance User to view, amend and authorise the details of Tagged calls via the Interface. The Administrator will determine the time available for viewing and amending the Tagging of calls in the Call Data and arrange for either a text or email to be sent advising BT Autobalance Users to do so.

(h) After the Administrator or BT Autobalance Users have Tagged calls via the Interface, the Administrator will then close the bill after which the Administrator can export the Tagging Report via the Interface. The Customer acknowledges and agrees that the Tagging Report cannot be generated until either the Administrator or BT Autobalance Users have submitted the Tagged call information and the bill has been closed.

Helpdesks and Support

(i) BT will provide the BT Autobalance Helpdesk and email support for the Administrator to report faults to and seek assistance with the in life operation of BT Autobalance. Initial set up and establishment of the Service within the Customer’s organisation will be the Customer’s responsibility and BT will not provide support during this time.

(j) The Customer will provide support to its BT Autobalance Users and Administrators.

(k) BT will provide online training material at www.bt.com/billingvalueadd (or any other url that BT may supply to the Customer). Any additional training will be chargeable.

Termination

(l) Where the voice service provided under this Contract is terminated:
(i) on a Connection, BT Autobalance will be terminated on that Connection and the associated BT Autobalance User will be de-registered; or

(ii) in its entirety, BT Autobalance will be terminated on all Connections and all BT Autobalance Users will be de-registered; and

The Customer will pay the early termination charges set out in the Charges Schedule.

5. Definitions

5.1 In this Annex, unless the context requires otherwise, in addition to the defined terms set out in the Conditions and the Service Schedule, capitalised terms in this Annex will have the following meaning:

<table>
<thead>
<tr>
<th>Administrator</th>
<th>means a person nominated by the Customer who will administer BT Autobalance on behalf of the Customer.</th>
</tr>
</thead>
<tbody>
<tr>
<td>APN</td>
<td>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.</td>
</tr>
<tr>
<td>BBOS Annual Universal CAL</td>
<td>Means a CAL for which the Customer pays an annual fee and which at the end of 12 months requires renewal in order for the Customer to continue using the BlackBerry Enterprise Service 12 (BES 12) Management Console.</td>
</tr>
<tr>
<td>BlackBerry Enterprise Service 12 Server Software</td>
<td>Means software provided by BlackBerry Limited under a licence between the Customer and BlackBerry Limited required to access the BlackBerry Enterprise Service 12 (BES12) Management Console.</td>
</tr>
<tr>
<td>BT Autobalance User</td>
<td>who has a BT SIM Card and BT voice service and has been registered for BT Autobalance.</td>
</tr>
<tr>
<td>BT Autobalance Helpdesk</td>
<td>means a helpdesk which is available Monday to Friday 0830 to 1730 (excluding Public and Bank Holidays).</td>
</tr>
<tr>
<td>BT Autobalance</td>
<td>means the service described in Clause 4 of this Annex.</td>
</tr>
<tr>
<td>CAL</td>
<td>means a Client Access Licence.</td>
</tr>
<tr>
<td>Call Data</td>
<td>means the call information provided by BT via the Interface within one month of the date of the invoice applicable to those calls.</td>
</tr>
<tr>
<td>SBL</td>
<td>means a SIM Based Licence.</td>
</tr>
<tr>
<td>Interface</td>
<td>means the web based interface available at <a href="http://www.autbalance.bt.com">www.autbalance.bt.com</a> (or any other url that BT notifies to the Customer). The system requirements are detailed in the Frequently Asked Questions at <a href="http://www.bt.com/billingvalueadd">www.bt.com/billingvalueadd</a>.</td>
</tr>
<tr>
<td>Tag, Tagged or Tagging</td>
<td>means the identification and labelling of a call.</td>
</tr>
<tr>
<td>Tagging Report</td>
<td>means the report issued via the Interface identifying Tagged calls.</td>
</tr>
</tbody>
</table>