



MobileIron Cloud Service Annex to the BT One Phone SME Schedule

Contents

A note on 'you'	2
Words Defined in the General Terms and Schedule.....	2
Part A – The MobileIron Cloud Service	2
1 This Annex	2
2 Service Summary.....	2
3 Standard Components	2
4 Service Options	2
5 Licence Options	3
6 Associated Services and Third Parties	3
7 Statement of Requirements – On Site Installation	3
8 Installation Pre-Conditions.....	4
9 Professional Services.....	4
10 Software Warranties	4
11 Specific Terms	4
12 Limitation of Liability.....	5
13 Your Obligations.....	5
Part B – Defined Terms	6
14 Defined Terms	6

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 Schedule.

Part A – The MobileIron Cloud Service

1 THIS ANNEX

- 1.1 The terms of this Annex apply in addition to the terms of the General Terms and the Schedule.
- 1.2 This Annex will apply where you have ordered the MobileIron Cloud Service, as set out in an applicable Order.

2 SERVICE SUMMARY

- 2.1 BT will provide you with the MobileIron Cloud Service, a management and security service for Compatible Devices that is hosted in MobileIron's datacentre to which you will have remote access.

3 STANDARD COMPONENTS

You will receive the following standard components as part of the MobileIron Cloud Service:

- 3.1 **MobileIron Software:** BT will provide you with access to the relevant MobileIron management software ("**MobileIron Software**") that will include the following sub-components:
 - 3.1.1 **Device Management Software:**
 - (a) Software with an integrated management and administration portal ("**Device Management Software**") that will allow you to:
 - (i) register Compatible Devices securely over-the-air;
 - (ii) push the Client Device Software on the Compatible Devices or allow your Users to download the Client Device Software on their Compatible Devices;
 - (iii) manage Compatible Devices and application settings such as remote-lock, remote-wipe, and locate;
 - (iv) set policies and configurations that need to be deployed on the Compatible Device;
 - (v) receive Compatible Device non-compliance alerts;
 - (vi) manage the applications that a User may access through the Client Device Software;
 - (vii) run and view management reports, analysis and troubleshooting; and
 - (viii) enable Users to view shared Content securely on their Compatible Devices.
 - (b) The Device Management Software for the MobileIron Cloud Service is a product composed of a user interface and a set up wizard that you will access through the MobileIron Cloud Portal ("**MobileIron Cloud Software**").
 - 3.1.2 **Client Device Software:** an online application that you or your Users will install on Compatible Devices to secure and manage email, applications, documents and web content ("**Client Device Software**").
- 3.2 **Professional Services:** BT will provide the Professional Services set out in the Statement of Requirements and the BT Price List, that will include:
 - 3.2.1 **Mobile Device Management Training:** BT will provide you with a range of training modules on how to administer, set-up and manage your MobileIron Cloud Service;
 - 3.2.2 **Mobile Device Management Professional Services:** BT will provide you with bespoke management services through BT's accredited engineers to help you manage and administer your MobileIron Cloud Service as set out in the Statement of Requirements and the BT Price List; and
 - 3.2.3 any other professional services we both agree from time to time.
- 3.3 **User documentation:** BT will provide you with User documentation and technical guides to allow you to use the MobileIron Cloud Service.

4 SERVICE OPTIONS

BT will provide you 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:

- 4.1 **Connector Software:** Software available with MobileIron Cloud Service that BT will install on your servers and that provides a connection between your Active Directory and your MobileIron Cloud Service (“**Connector Software**”); and
- 4.2 **MobileIron Sentry:** the MobileIron Sentry option to the MobileIron Cloud Service which BT will install on your servers and connect it to your MobileIron Cloud Service.

5 LICENCE OPTIONS

- 5.1 BT will provide you with any of the following licence options as set out in any applicable Order:
 - 5.1.1 Individual Licences – a licence applied against a specified mobile phone number (“**Individual Licence**”); or
 - 5.1.2 Licence Bundles – a licence applied to your account.
- 5.2 The following Individual Licence and the Licence Bundle options as set out in any applicable Order:
 - 5.2.1 **Bronze:** provides you with the ability to set up and manage your Compatible Devices (“**Bronze Licence**”);
 - 5.2.2 **Silver:** provides the basic mobile device management services included in the Bronze Licence and integrates them with your email directory for secure email access and policy based access control (“**Silver Licence**”) where you also order MobileIron Sentry and Connector Software;
 - 5.2.3 **Gold:** provides you with all the features of a Silver Licence and additional security and management capabilities for applications, web access and content access (“**Gold Licence**”) where you also order MobileIron Sentry and Connector Software; and
 - 5.2.4 **Platinum:** provides you with all the features of a Gold licence and additional remote helpdesk access and VPN capabilities (“**Platinum Licence**”) where you also order MobileIron Sentry and Connector Software.

6 ASSOCIATED SERVICES AND THIRD PARTIES

- 6.1 You will have the following services in place that will connect to the MobileIron Cloud Service and are necessary for the MobileIron Cloud Service to function and will ensure that these services meet the minimum technical requirements that BT specifies:
 - 6.1.1 an Internet connection for access to the Device Management Software; and
 - 6.1.2 Customer Equipment that complies with the Minimum Technical Requirements.
- 6.2 If you use the MobileIron Cloud Service in conjunction with Compatible Devices purchased under this Contract, you will maintain the BT One Phone Service and will be charged for data usage between the Compatible Devices and the Device Management Software in accordance with the Charges for data in this Contract.
- 6.3 If you use the MobileIron Cloud Service in conjunction with Compatible Devices purchased from or maintained by third parties and for which the mobile data service and SIM cards are not provided under this Contract (“**Non-BT Device**”):
 - 6.3.1 BT will not be liable for the Non-BT Device; and
 - 6.3.2 you will be responsible for:
 - (a) maintaining a mobile data connection and a valid contract with a Network Operator for the provision of a mobile data service to the Non-BT Devices during the term of the Contract; and
 - (b) paying all charges related to your data usage on those Non-BT Devices.
- 6.4 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 service.
- 6.5 The MobileIron Cloud Service does not support and BT has no responsibility for faults which in BT’s reasonable opinion result (directly or indirectly) from additional features and configurations of the MobileIron Cloud Service that are provided directly to you by any third party suppliers.

7 STATEMENT OF REQUIREMENTS – ON SITE INSTALLATION

- 7.1 If the implementation of the MobileIron Cloud Service requires a Statement of Requirements, we will both agree the final contents of that Statement of Requirements in writing, using the process set out in Paragraph 7.2, before BT installs the applicable MobileIron Cloud Service.

- 7.2 Where you complete a Statement of Requirements, BT may agree to the proposed Statement of Requirements or revise it with suggested amendments for your approval or revision and any revised Statement of Requirements will follow the same approval or revision process.
- 7.3 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.
- 7.4 If BT has been delayed in providing Notice that the Statement of Requirements is in a final and agreed form for more than fourteen (14) days after the date of the Order and that delay is your fault, BT may charge you an administrative Charge to cover BT's reasonable expenses caused by the delay.

8 INSTALLATION PRE-CONDITIONS

- 8.1 BT will install the applicable MobileIron Cloud Service if:
- 8.1.1 BT is satisfied that the Customer Equipment at your Site complies with the Minimum Technical Requirements; and
 - 8.1.2 If a Statement of Requirements is required, BT provides Notice that the Statement of Requirements is in final and agreed form.
- 8.2 BT will not be bound by any agreed timescales for the installation of any portion of the MobileIron Cloud Service until you:
- 8.2.1 complete the installation pre-requirements as set out in paragraph 8.1; and
 - 8.2.2 supply BT with all of the information BT needs to set up your account with MobileIron and to grant you access to the relevant MobileIron Software.

9 PROFESSIONAL SERVICES

- 9.1 BT will provide Professional Services to you on the terms of the Contract and as specified in the Statement of Requirements.
- 9.2 Subject to you complying with your obligations in Paragraph 13 of this Annex and Paragraph 11 of the Schedule, BT will re-perform the relevant part of the Professional Services, if:
- 9.2.1 any part of the Professional Services are performed by BT negligently or in breach of the provisions of this Contract; and
 - 9.2.2 BT receives your written request within six months of the completion of the Professional Services.
- 9.3 Subject to Clause 22.2 of the General Terms, re-performance in accordance with Paragraph 9.2 will be your sole remedy where BT performs the Professional Services negligently or in breach of the provisions of this Contract.

10 SOFTWARE WARRANTIES

- 10.1 If you notify BT of any failure of the Device Management Software or the Client Device Software to perform in accordance with the relevant User documentation within the Warranty Period and you have complied with your obligations in Paragraph 13 of this Annex and Paragraph 11 of the Schedule, BT will use reasonable endeavours to work with MobileIron to remedy the defect.
- 10.2 BT does not give any warranties of any kind about the MobileIron Cloud Service, whether express or implied.

11 SPECIFIC TERMS

11.1 EULA

- 11.1.1 By using the MobileIron Cloud Service, you agree to the terms set out in the applicable MobileIron Terms of Use.
- 11.1.2 The provisions of Paragraph 8.7 of the Schedule will apply to the MobileIron Cloud Service.

11.2 Licences for the Client Device Software

You may transfer individual licences for the Client Device Software from one Compatible Device to another Compatible Device.

11.3 Data Protection

You acknowledge and accept that:

- 11.3.1 MobileIron may Process and transfer Personal Data outside the European Economic Area in accordance with the terms of the EU-US Privacy Shield. You authorise all such transfers of Personal Data by MobileIron.

11.3.2 MobileIron will Process the 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.

11.3.3 You will obtain all appropriate User consents to enable the Processing of Personal Data by MobileIron.

11.4 MobileIron Cloud Service Minimum Period

11.4.1 At the end of the MobileIron Cloud Service Minimum Period of Service, unless one of us gives Notice to the other of an intention to terminate the MobileIron Cloud Service in accordance with the terms of the Contract, BT will continue to provide the MobileIron Cloud Service.

11.4.2 The MobileIron Cloud Service will automatically terminate if any of 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.

11.5 Invoicing

11.5.1 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:

- (a) Charges for installing the MobileIron Software, the Connector Software and MobileIron Sentry, one month in arrears from the date of completion of the installation;
- (b) Charges for Professional Services, one month in arrears from the date of completion of the Professional Services; and
- (c) Termination Charges incurred in accordance with Paragraph 11.6 upon termination of the MobileIron Cloud Service.

11.5.2 If during the term of the Contract you use more licences for the MobileIron Software than set out in your Order, you will pay the Recurring Charges for those additional licences at the rate set out in the BT Price List (“**Additional Charges**”). BT will invoice you for any such Additional Charges starting from the date BT gives you Notice of your liability to pay the Additional Charges.

11.6 Charges at the end of the Contract

11.6.1 If the applicable MobileIron Terms of Use are terminated by MobileIron during the MobileIron Cloud Service minimum period for your default of the MobileIron Terms of Use, a Termination Charge will be payable.

11.6.2 If, during the MobileIron Cloud Service minimum period, you terminate the MobileIron Cloud Service under Clause 17 of the General Terms, you will pay the Termination Charge as set out in the Schedule.

11.6.3 If you terminate the MobileIron Cloud Service after the MobileIron Cloud Service minimum period has expired, you will not pay any Termination Charges.

11.6.4 If BT receives your termination Notice at least 10 Business Days before the invoice date, Termination will take effect from your next billing period.

12 LIMITATION OF LIABILITY

BT has no liability where MobileIron fails to provide the applicable MobileIron Cloud Service or withdraws the MobileIron Cloud Service and BT will not in these circumstances refund any Charges that you have already paid.

13 YOUR OBLIGATIONS

In addition to your responsibilities set out in the Schedule, on and from the Service Start Date, you will:

- 13.1 install or uninstall the Client Device Software on the Compatible Devices;
- 13.2 pay the Charges for the Client Device Software regardless of whether you or your Users have correctly installed the Client Device Software;
- 13.3 enable roaming on the Compatible Device where Compatible Devices are used outside of the UK;
- 13.4 pay the Charges for data roaming in this Contract or in the contract for a mobile data service to the Non-BT Devices;
- 13.5 provide an IT helpdesk to provide first level support to Users and make all necessary escalations to the BT One Phone Service Desk; and
- 13.6 be responsible for making sure the use of the Compatible Devices and of any third party Software used with the MobileIron Cloud Service is in accordance with any licence or user guide or other reasonable instruction of any relevant manufacturer or supplier.

Part B – Defined Terms

14 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):

“Active Directory” means the Microsoft Windows directory service that facilitates working with interconnected, complex and different network resources in a unified manner.

“Additional Charges” has the meaning given in Paragraph 11.5.2.

“Bronze Licence” has the meaning given in Paragraph 5.2.1.

“Client Device Software” has the meaning given in Paragraph 3.1.2.

“Compatible Device” means a Device that is suitable for use with either MobileIron Cloud Service and is managed by the Device Management Software. You may request an up to date list of Compatible Devices from BT.

“Connector Software” has the meaning given in Paragraph 4.1.

“Device Management Software” has the meaning given in Paragraph 3.1.1.

“Gold Licence” has the meaning given in Paragraph 5.2.3.

“Licence Bundle” means a number of User software licences enabling access to the applicable MobileIron Software.

“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 Software” has the meaning given in Paragraph 3.1.1(b).

“MobileIron Minimum Period of Service” means a period of twelve (12) months.

“MobileIron Sentry” means an intelligent software gateway that securely tunnels traffic from the end-user services to back-end enterprise resources like 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 Software” has the meaning given in Paragraph 3.1.

“MobileIron Terms of Use” means either MobileIron’s end user licence agreement available at <https://www.mobileiron.com/en/legal/eula> or MobileIron’s software as a service terms of the use available at <https://www.mobileiron.com/en/legal/tou-saas>, both as amended or updated from time to time.

“Network Operator” means any mobile communications system network operator which provides wireless or mobile voice and data services to the Customer or the Customer’s Users.

“Non-BT Device” has the meaning given in Paragraph 6.3.

“Platinum Licence” has the meaning given in Paragraph 5.2.4.

“Process” has the meanings given to it in the Data Protection Legislation.

“Professional Services” means the services specified in the Statement of Requirements.

“Schedule” means the BT One Phone SME Schedule to the General Terms.

“Silver Licence” has the meaning given in Paragraph 5.2.2.

“Statement of Requirements” means BT’s form that may be used to detail your requirements in relation to your particular MobileIron Cloud Service and that will be agreed by both of us in accordance with Paragraph 7.1.

“Third Party Services” means (i) operator lookup; (ii) cell tower location lookup; (iii) Text 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.

“Warranty Period” means a period of 30 days following the Service Start Date.