



# Service Schedule for BT Mobile Device, Application, Content and E-mail Management

## 1. SERVICE DESCRIPTION

### General Description

1.1. The Service is a suite of software products and includes:

- (a) Mobile Application Management;
- (b) Mobile Device Management;
- (c) Mobile E-Mail Management; and
- (d) Mobile Content Management (View and/or Collaborate) only if selected by the Customer as set out in the Order Form, at an additional charge.

BT may use its discretion to refuse to provide the Service or any part of the Service to the Customer.

1.2. Service is not fault free and may be impaired by geographic, atmospheric or other conditions or circumstance beyond BT's control.

1.3. The Service may not be available in all parts of the United Kingdom or in all other countries and may be restricted to certain areas within those countries where Service is available.

### Commencement

1.4 The Service is provided for the Minimum Period and commences on the Service Start Date.

1.5 Customers may choose either a Perpetual Licence or a Subscription Licence per Device.

1.6 A Subscription Licence is provided for the Licence Minimum Period commencing on the date the Service is activated on the Administration Console. At the end of the Licence Minimum Period, the licence will automatically renew for a further Licence Minimum Period (s) of 12 months until the Customer terminates the Licence in accordance with paragraph 7.4 of this Service Schedule.

1.7 To access the service the Customer must have:

- (a) A mobile and/or broadband service; and
- (b) Devices with the minimum technical specifications (as provided by BT from time to time in the Customer Handbook).

### Mobile Application Management

1.8 This enables the Customer to distribute, update and manage internal, public and purchased applications across employee, corporate or shared Devices within the Customer's organisation.

### Mobile Device Management

1.9 This is a type of software which allows the Customer to enrol Devices within their Customer organisation and allows configuration of Device(s) settings over the air including to enforce security policies and compliance; secure mobile access to corporate resources; and remotely lock and wipe managed Devices.

### Mobile E mail Management

1.10 This is a type of software which delivers mobile security for the Customer organisation corporate e-mail infrastructure.

### Additional Services

1.11 BT may also provide additional services at an additional charge, such services to be agreed between BT and the Customer as set out in the Order Form and detailed in the Customer Handbook or other such documentation as advised by BT at the time of order.

### Mobile Content Management

1.12 This allows the Customer to secure documents distribution and mobile access to corporate documents.

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## **Professional Services**

1.13 Professional Services will be as set out in the Order Form and detailed in the Customer Handbook.

## **Software Maintenance Service**

1.14 Maintenance is as provided by BT's supplier and as set out in the End User Licence Agreement.

1.15 For Perpetual Licences Maintenance must be ordered per Licence, and is provided at an additional charge per annum. If, at any time, the Customer stops the maintenance service or fails to pay the Maintenance Fee, the Customer accepts that any software updates, bug fixes, support or new versions may not be provided.

1.16 Maintenance is included in the Subscription Licence Fee at no additional charge.

1.17 The Service will comprise:

- (a) the Service Software;
- (b) access to the Administration Console;
- (c) a BT Helpdesk

and any additional service as ordered by the Customer on the Order Form.

1.18 The Service is either hosted by the Customer on their own equipment or cloud hosted by BT's Supplier, as set out on the Order Form. If the Service is cloud hosted by BT's Supplier, the Hosting Services will be provided in accordance with the Supplier's Hosting Policy. The Service can only be cloud hosted by BT's Supplier for Customers on a Subscription Licence

## **Service Software**

1.19 BT will provide the Service Software to the Users as notified by the Customer to BT. The User will need to activate the Service.

## **Administration Console**

1.20 BT will provide the Customer Administrator with a name and password to enable the Customer Administrator to access the Administration Console 24x7 via the internet.

1.21 The Customer may use the Administration Console to manage and administer User accounts, including specifying configuration and policy settings; performing upgrades and disabling a Device if lost or stolen.

1.22 BT will not provide management information or any reports as part of the Service beyond those that are available within the Administration Console.

1.23 BT may provide the Administration Console to the Customer in a language other than English if requested by the Customer and if such language is currently available.

## **BT Helpdesk**

1.24 The BT Helpdesk is an English speaking helpdesk which is available 8:00am to 6:00pm Monday to Friday for access for three named individuals from the Customer Helpdesk only.

## **Implementation and Set Up**

1.25 Each party must nominate a Project Manager to:

- (a) manage the implementation of the Service;
- (b) be the single point of contact for the other party in all matters relating to the Service until the Service is delivered;
- (c) agree with the other party's Project Manager a roll-out plan detailing delivery of the Service; and
- (d) co-ordinate with the other party's Project Manager the delivery of all Service elements in accordance with the roll-out plan.

1.26 The estimated delivery time for installation and setup is estimated to be 20 Working Days from when BT accept the signed Customer Order Form.

1.27 At the Customer's request BT will create a customer account on the Administration Console and provide the login credentials to the Customer Administrator.

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- 1.28 The Customer Administrator must then login to create the Users on the service. (c) will provide to BT details of all Users;
- 1.29 The User(s) must then login to activate the Service. (d) will notify BT of changes to Users;
- 1.30 The Customer is responsible for:
- (a) identifying and loading applicable User information onto the Administration Console;
  - (b) setting up user profiles and access to relevant modules on the Administration Console;
  - (c) design, development, configuration and testing Device policies to enable it to use the Service, as required.
- 1.31 The Customer will be able to:
- (a) perform moves, adds, and changes of user accounts on the Customer's directory services (e.g. active directory) and email platform (e.g. Microsoft Exchange), as necessary;
  - (b) perform moves, adds, and changes of Devices, groups, tasks, and all other User and configuration related administration on the Portal.
- (e) will notify BT of the contact details of Users who will operate the Customer Helpdesk;
- (f) will ensure it has the necessary software licences for the software used, applications deployed, configured, or enabled via the Service, including Service Software;
- (g) accepts that the Service is provided without warranty of any kind, whether express or implied, including, but not limited to, the implied warranties or conditions of merchantability and fitness for a particular purpose, title, non-infringement, security or accuracy, except as may be expressly provided by the service supplier.
- 1.34 The Service is dependent on the suitability of the Customer's Devices and computing equipment and, if applicable, the Customer Network.
- 1.35 The Customer's computing equipment, Devices or the Customer Network is not provided as part of this Service.

## Updates

- 1.32 BT will:
- (a) at its sole discretion, provide access to new releases and update of the Service Software in accordance with the process set out in the Customer Handbook;
  - (b) at its sole discretion provide access to any fault fixes, error corrections or bugs for Service Software that it deems necessary from time to time.
- 1.36 Except as may be agreed in writing by BT, nothing in this Contract confers any rights on the Customer, its agents, employees or contractors to use either the manufacturer's or BT's logos, trademarks or other intellectual property associated with such parties.

## Exclusions

- 1.37 The Service does not include:
- (a) supply, replacement, or repair of Devices;
  - (b) instructions on how to operate a Device;
  - (c) assistance with connecting to the public internet or connection to the internet;
  - (d) assistance for downloading applications;
- Customer's responsibilities**
- 1.33 The Customer:
- (a) agrees to accept and abide by the Supplier's End User Licence Agreement;
  - (b) will ensure all its Users accept and abide by the Supplier's End User Licence Agreement;

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- (e) assistance resetting SIM PIN code(s);
- (f) assistance with lost SIM cards;
- (g) assistance where e-mail credentials are incorrect;
- (h) assistance with downloading applications from public application stores; and
- (i) enrolment to the program entitled the 'Apple Enterprise Developer Programme'.

1.38 BT is not responsible for Device(s) or Device configuration within the Administration Console.

1.39 The Service Management Boundary will be point between the Service and the Administration Console; or, if there is no Device Software, the Device Management Platform.

## 2. FAULTS

### General

2.1 As the Service will route data over the Customer's mobile service or Customer's broadband service, any faults or errors in those services are subject to the terms and conditions of the contract for those services and BT has no liability for such faults or errors under this Contract.

### Faults in the Service

2.2 BT does not warrant that Software supplied under the Contract will be free of faults or that its use will be uninterrupted, but BT will remedy those defects which significantly impair performance (where necessary by arrangement with the Customer) within a reasonable time.

2.3 BT will provide a BT Helpdesk for the reporting of faults in the Service by the Customer Helpdesk as set out in Paragraph 1.24 of this Service Schedule.

2.4 If the Customer reports a fault and BT finds there is none or the fault falls outside of the guarantee, BT may apply a charge.

## 3. MONITORING CALLS AND USE OF INFORMATION

3.1 BT will use information BT has about the Customer and the Customer's use of the Service for marketing purposes. Unless the Customer advises otherwise in writing to the Helpdesk BT will assume that the Customer has given consent.

## 4. USE OF THE SERVICE

4.1 The Customer agrees that the Service and any associated software provided by BT under this Contract are intended for the Customer's own use. The Customer must not re-sell, transfer, assign, or sub-licence the Service (or any part of it) or the associated software to anyone else.

4.2 It is the Customer's responsibility to obtain and keep in force any licence necessary for the Customer to use the Service and/or Devices in any country in which it is provided.

4.3 Where BT provides the Service for use by the Customer with other applications, products, and services, BT is not responsible for the performance of these applications, products and services.

## 5. CHARGES AND PAYMENTS

### Charges

5.1 The Customer agrees to pay the charges for the Service in accordance with the Order Form.

5.2 The Software Licence Fee will be calculated based on the number of Licences the Customer has on the first business day of a calendar month.

5.3 Any reduction or increase in the number of Licences will not take effect until the first business day of the next calendar month.

### Billing

5.4 BT will bill the Customer monthly on the same date each month. The Customer's first bill may cover a period of more than one month. BT may apply a charge for providing paper bills, details of the charge are set out in the BT Price List.

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## Payment

5.5 Unless otherwise agreed by BT, all payments must be made by Direct Debit, and the Customer must pay the bill by the date stated on the bill.

Minimum Period and 25% of the charges that would otherwise have been payable for the remainder of the Minimum Period (exclusive of VAT);

5.6 The payment processing fee payable in accordance with Clause 4.14 of the Conditions is set out in the BT Price List.

(ii) within the second 12 months a sum equal to 25% of the outstanding charges due to the end of the Minimum Period

## Early Termination Charges

5.7 Subject to clause 6.5 of the Conditions:

These charges will exclude any charges applied under (a) above.

- (a) Where a Licence is terminated within its Minimum Period for any reason but not limited to the termination of the Contract, the Customer must pay an early termination charge, by way of compensation, (excluding VAT) as follows:

Where the Licence is terminated

i. within the first 12 months of the Licence Minimum Period, a sum equal to the full charges due for the first 12 months of the Minimum Period and 25% of the charges that would otherwise have been payable for the remainder of the Licence Minimum Period (exclusive of VAT).

ii. within the second 12 months of the Licence Minimum Period a sum equal to 25% of the outstanding charges due to the end of the Licence Minimum Period.

- (b) Where the Contract, the Service or part of a Service is terminated during the Minimum Period, the Customer must pay an early termination charge, by way of compensation, equal to the outstanding charges due to the end of the Minimum Period for any terminated Service or part of a Service

(i) within the first 12 months of the Minimum Period, a sum equal to the full charges due for the first 12 months of the

## 6. LIMITATION OF LIABILITY

6.1 The limit of liability under clause 7.2 of the Conditions for all and any direct loss or damage arising from any one incident or series of connected incidents for all incidents in any period of 12 months is the lower of:

- (a) £250,000.00; or  
(b) 125% of the total paid or due to BT for the Service

## 7. AMENDMENTS TO THE CONDITIONS

### Indemnity

7.1 In addition to Clause 3.13 of the Conditions, the Customer must indemnify BT against any or all claims and proceedings arising from any breach of paragraphs 1.34 (a), (b), (f) and 1.37 of this Service Schedule.

### Changing the Contract

7.2 Clause 5.2 of the Conditions is amended as follows:

BT may notify the Customer of changes to the Contract (including the charges) as follows:

- (a) By publishing online at [www.bt.com](http://www.bt.com) or any other online address that BT may advise to the Customer; or  
(b) By letter to the address to which BT sends bills or to the Customer's primary email address.

## Termination

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- 7.3 In addition to Clause 6 of the Conditions the following applies to each Licence:

The customer must give BT at least 3 months' notice in writing in advance of the expiry of the Licence Minimum Period (or subsequent Licence Minimum Period) to terminate the Licence and prevent a new Licence Minimum Period as set out in paragraph 1.6 of this Service Schedule commencing.

## 8. DEFINITIONS

**"Administration Console"** means a web-based administrative console provided by the Supplier that provides Customer and BT Administrators with access to the Service tools and information.

**"BT Administrator"** means the BT employee(s) who has access to the Administration Console and who provides support to the Customer Helpdesk.

**"BT Helpdesk"** means BT's contact point for fault reporting and service support details of which are set out in the Customer Handbook.

**"Customer Administrator"** means the Customer employee(s) who has access to the Administration Console and who determine what tools and information Users can access.

**"Customer Handbook"** means the handbook produced by BT to provide further information on the Service to the Customer, and which does not form part of the Contract.

**"Customer Helpdesk"** means the help desk developed by the Customer.

**"Customer Network"** means the Customer's communications network including its LAN and any mobile or intranet services.

**"Device"** means any handheld mobile device, accessory, laptop, table or other equipment with the technical specifications to access the Service.

**"Device Management Platform"** means a management and security server which

can be configured to provide different levels of functionality dependent on a User's role.

**"End User Licence Agreement"** means the licence agreement for the Service Software to be entered into between the Customer and the Supplier.

**"Hosting Policy"** means the Supplier's policy governing the provision of Hosted Services as amended from time to time by the Supplier.

**"Hosted Service"** means the services provided to host on the Supplier's services on the Customer's behalf, the necessary Software to allow communication and control functions via internet based consoles.

**"Licence"** means a Perpetual Licence and/or a Subscription Licence granted through and governed by the End User Licence Agreement.

**"Licence Fee"** means the fee charged for a Licence as detailed in the Order.

**"Licence Minimum Period"** means an initial period of twenty-four (24) months from the date of activation of that Licence within the Administration Console and subsequent period(s) of 12 months.

**"Maintenance Fee"** means the additional charges Customers who have a Perpetual Licence must pay for the maintenance service.

**"Minimum Period"** means a period, starting on the Service Start Date, of twenty-four (24) months.

**"Mobile Platform"** means the mobile operating system defined in the Customer Handbook.

**Perpetual Licence** means a perpetual licence to use the Service Software solely granted through and governed by the End User Licence Agreement.

**"Project Manager"** means a person nominated by each party to implement the contract.

**"Service Software"** means the software licensed to the Customer under the End

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User Licence Agreement and provided under this Contract.

**“Service Management Boundary”** (“SMB”) means the demarcation point up to which BT will manage the Service.

**“Service Start Date”** means the date upon which the Service Software is activated (sometimes referred to as Operational Service Date).

**Subscription Licence** means a licence granted through and governed by the End User Licence Agreement.

**“Supplier”** means a company appointed by BT to provide the Service.

**“Welcome Letter”** means the email sent by BT to the Customer upon receipt of the Customer’s order.