1. Where the Service includes BlackBerry Services the following Clauses will apply in addition to:

(a) The Order Form (including the BT One Phone Coverage Plan and where applicable the Flexible Caller Line Identity (CLI) Extra – Order Form)
(b) The BT Price List
(c) The Annex for the BT One Phone Portal
(d) The Annex for BT Signal Assist;
(e) The Annex for Call Recording Extra;
(f) The Annex for Onsite Mobile Network
(g) The Annex for Private Voice Extra & Private Data Extra;
(h) The Service Schedule for BT Business One Phone
(i) The Conditions for BT Business Service

<table>
<thead>
<tr>
<th>Operating System</th>
<th>Available Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>BlackBerry</td>
<td>BlackBerry</td>
</tr>
<tr>
<td>Operating</td>
<td>Enterprise Server</td>
</tr>
<tr>
<td>BlackBerry</td>
<td>Server</td>
</tr>
<tr>
<td>Operating</td>
<td>Express (BESx)</td>
</tr>
<tr>
<td>Systems (BBOS)</td>
<td></td>
</tr>
<tr>
<td>BlackBerry</td>
<td>BlackBerry</td>
</tr>
<tr>
<td>Enterprise</td>
<td>Enterprise Server</td>
</tr>
<tr>
<td>Operating</td>
<td>Server</td>
</tr>
<tr>
<td>BlackBerry</td>
<td>Service 12</td>
</tr>
<tr>
<td>Operating</td>
<td>(BES12) Management</td>
</tr>
<tr>
<td>System 10</td>
<td>Console</td>
</tr>
</tbody>
</table>

2. BLACKBERRY - DESCRIPTION

2.1 The Service uses wireless technology to enable customers to send and receive data including email, IM, Texts and MMS by means of the BlackBerry Handset when used with the BT One Phone SIM Card. The Service is provided over a mobile data connection and operates with POP3 and IMAP4 enabled mailboxes.

2.2 The Service comprises a mobile data connection, BT One Phone SIM Card and may include a BlackBerry Handset appropriate to the Operating System.

2.3 Subject to the capability of the Customer’s Equipment or BlackBerry Handset, voice service may also be available with the Service. There is no separate voice device provided.

3. BLACKBERRY OPERATING SYSTEM (BBOS) AND BLACKBERRY 10

3.1 BlackBerry Handsets use one of the following Operating Systems:

(a) BlackBerry Operating System (BBOS); or
(b) BlackBerry 10 Operating System.

The BlackBerry Services available to the Customer are dependent upon which Operating System applies to the Mobile Device.

<table>
<thead>
<tr>
<th>Operating System</th>
<th>Available Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>BlackBerry 10</td>
<td>BlackBerry</td>
</tr>
<tr>
<td>Operating System</td>
<td>Enterprise Service</td>
</tr>
<tr>
<td>BlackBerry 10</td>
<td>10 (BES10)</td>
</tr>
<tr>
<td>Operating System</td>
<td></td>
</tr>
<tr>
<td>BlackBerry 10</td>
<td>Enterprise Service</td>
</tr>
<tr>
<td>Operating System</td>
<td>12 (BES12)</td>
</tr>
<tr>
<td>BlackBerry 10</td>
<td></td>
</tr>
</tbody>
</table>

4. BLACKBERRY ENTERPRISE SERVER EXPRESS (BESX)

4.1 Where the Service includes BlackBerry Enterprise Server Express (BESx) the following additional Clauses will apply:

(a) In addition to the facilities set out in Clause 2.1 of this Annex, the Customer can browse the internet using the BlackBerry web browser and internet access.

(b) BlackBerry Enterprise Server Express (BESx) provides customers with advanced features including full email, calendar and contacts wireless synchronisation, security policies and BT Support.

(c) The Service:

(i) needs a Microsoft Exchange server to use the service;
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(ii) supports up to 75 BlackBerry Handset users. For more than 75 users a separate server is required; and

(iii) 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 expressly provided by the service supplier.

(d) Upon termination of BlackBerry Enterprise Server Express (BESx) support will terminate and any applicable early termination charges for BlackBerry Enterprise Server Express (BESx) will apply.

(e) Further technical information, system requirements and specifications can be found at www.Blackberry.co.uk/besx.

(f) In order to use BlackBerry Enterprise Server Express (BESx) the Customer will: download the BlackBerry Enterprise Server Software in accordance with Clause 11 of this Annex; and

(ii) purchase a CAL for each Mobile Device 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.

6. BLACKBERRY ENTERPRISE SERVICE 12 (BES 12) MANAGEMENT CONSOLE

6.1 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 11 of this Annex; and

(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.

7. BLACKBERRY ENTERPRISE SERVICE 10 (BES10)

7.1 Where the Service includes the provision of BlackBerry Enterprise Service 10 (BES10) the following additional Clauses will apply:
**General Description of BlackBerry Enterprise Service 10**

7.2 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 as set out in Clause 11.2 of this Annex.

7.3 The following options are available with BlackBerry Enterprise Service 10, details of which are set out in Clauses 7.4 to 7.8 of this Annex:

<table>
<thead>
<tr>
<th>BlackBerry Enterprise Service 10 (BES10)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>BlackBerry 10 Silver</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>

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

(a) download the BlackBerry Enterprise Service 10 Server Software in accordance with Clause 11 of this Annex; and

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

**BlackBerry 10 Silver**

7.5 In addition to the facilities in Clause 7.2 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 Mobile Devices; and

(c) management tools, information about which can be found at: http://uk.blackberry.com.

**BlackBerry 10 Gold**

7.6 In addition to the facilities in Clause 7.2 and 7.5 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 Mobile Devices; 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**

7.7 Where the Service includes the provision of BES 10 Silver for BlackBerry & BES 10 Gold for BlackBerry the following Clauses will apply in addition to Clauses 7.2, 7.5 and 7.6 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 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**
7.8 Where the Service includes the provision of BlackBerry 10 – iOS & Android Secure Work Space and Android MDM the following additional Clauses apply:

(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; and

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

8. CALs

8.1 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.

8.2 CALs are only valid for the version of the BlackBerry Software downloaded by the Customer. NewCAL’s are required if the Customer updates their version of the BlackBerry Software.

8.3 The Customer acknowledges and accepts that where a CAL expires, the Customer must 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.

8.4 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.

9. BES 10 CUSTOMER OBLIGATIONS

9.1 The Customer will:

(a) comply with any minimum technical requirements set out at www.BlackBerry.co.uk;

(b) download the applicable BlackBerry Software;

(c) order and allocate CALs;

(d) ensure that the Customer has a suitable IM account for the use of IM; and

(e) 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 Express (BESx)</td>
<td>POP3 or IMAP</td>
</tr>
<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>

(f) check with the Customer’s ISP whether the Mobile Device or BlackBerry Handset may be used with that ISP’s services and whether any limitations or restrictions apply.

(g) back up any data prior to commencement of the BlackBerry Service.

9.2 In addition to the Customer obligations in Clause 9.1 of this Annex, where the Service includes BlackBerry Enterprise Server (BES) and BlackBerry Enterprise Service 10 (BES10) the Customer will:

(a) provide a server configured for the use of the BlackBerry Enterprise Server Software and/or BlackBerry Enterprise Service 10 Server
9.3 The Customer will:

(a) use the BlackBerry Service only for the purposes of sending, receiving, storing and processing data and voice services;

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

(c) 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 Clause (b) above;

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

(e) 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.

9.4 The Customer acknowledges that:

(a) Texts and emails are retained on BlackBerry Handsets and Mobile Devices when they are turned off or the BT One Phone SIM Card removed; and

(b) the BT One Phone SIM Card provided with the BlackBerry Handset or installed in a Mobile Device is linked to that device and transfer to any other device has to be undertaken at www.bt.blackberry.com or any other url that BT may notify to the Customer.

9.5 The Customer acknowledges and agrees 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 BlackBerry Software or CALs.

10. BLACKBERRY ENTERPRISE SERVICE 12 (BES12)

10.1 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 10.1 (c) to 10.7 of this Annex:

<table>
<thead>
<tr>
<th>BlackBerry Enterprise Service 12 (BES12)</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>BES 12 Silver</td>
<td>BES 12 Silver for iOS/Android/Windows Phone 8 MDM</td>
</tr>
<tr>
<td>BES 12 Gold</td>
<td>BES 12 Gold for BlackBerry</td>
</tr>
<tr>
<td>BES 12 Gold</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 11 of this Annex;

(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

10.2 In addition to the facilities in Clause 6.1 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

10.3 The following Clauses will apply to BES 12 Silver for BlackBerry & BES 12 Gold for BlackBerry in addition to Clauses 10.1, 10.2, 10.5 and 10.6 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 data specified as work data by BlackBerry Enterprise Service 12 (BES12).

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

10.4 The following additional Clauses will apply to BES12 Silver for iOS/Android & Windows Phone and BES12 Gold 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;

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

CALs

10.5 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)

10.6 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

10.7 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 Service 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.

11. BLACKBERRY SOFTWARE

11.1 The Customer will download the applicable BlackBerry Software from http://uk.blackberry.com or via an email link sent by BT to the Customer.

11.2 The BlackBerry Software above is provided by and licensed by BlackBerry Limited and the Customer must accept the terms of any licence agreement applicable to the BlackBerry Software above in order to use the Service. The BlackBerry Software may take the form of a “click wrap” or “shrink wrap” licence agreement and which will take precedence over the terms of the Contract.

Acceptance of the BlackBerry Software licence agreement is also indicated by the Customer’s installation and use of the BlackBerry Software.

11.3 The Customer will ensure the use of the BlackBerry Handset or Mobile Device and any BlackBerry Software is in accordance with any licence or user guide or other reasonable instruction of any manufacturer or supplier or BT.

11.4 Where a charge applies to the BlackBerry Software the Customer will pay the applicable charge to BT. Any failure to pay the Charge will be dealt with by BT in accordance with Clause 4 of the Conditions.

11.5 Upgrades and updates of the BlackBerry Software may be subject to additional charges.

11.6 Where in order to use the BlackBerry Software or the BlackBerry Service the Customer is required to download an application to a Mobile Device or BlackBerry Handset, the Customer will download the application from the relevant application store.

11.7 BT will not be liable for any failures in the BlackBerry Software.

12. DEFINITIONS

12.1 In this Annex, unless the context requires otherwise, in addition to the defined terms set out in the Conditions, and the Service Schedule, and the Annex for the BT One Phone Portal, the Annex for BT Signal Assist, the Annex for Call Recording Extra, the Annex for Onsite Mobile Network, and the Annex for Private Voice Extra & Private Data Extra capitalised terms in this Annex will have the following meaning:

| APN | 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. |
| BBOS Annual Universal CAL | Means a CAL for which the Customer pays an annual fee and which |
### BlackBerry Enterprise Service 12 Server Software
Meaning: 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.

### BlackBerry Software
Meaning: any software identified as being for installation and use on the server in conjunction with the BlackBerry Handset provided with the Service including BES Express Software, BlackBerry Enterprise Server Software.

### CAL

### EMM
Meaning: Enterprise Mobility Management.

### IM
Meaning: Instant Messenger.

### IMAP4
Meaning: Internet Message Access Protocol version 4 a method of accessing electronic mail kept on a mail server.

### ISP
Meaning: Internet Service Provider.

### Mobile Device(s)
Meaning: a mobile handset or tablet which utilises one of the Operating Systems and is managed via the BlackBerry Service.

### Operating System
Meaning: BlackBerry Operating System, BlackBerry 10 Operating System, BlackBerry 12 Operating System, Android, iOS or Windows Phone 8.

### Annex to the Service Schedule for BT One Phone – BlackBerry

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>at the end of 12 months requires renewal</td>
<td>in order for the Customer to continue using the BlackBerry Enterprise Service 12 (BES 12) Management Console.</td>
</tr>
<tr>
<td>BlackBerry</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>Enterprise</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>IMAP4</td>
<td>Means Internet Message Access Protocol version 4 a method of accessing electronic mail kept on a mail server.</td>
</tr>
<tr>
<td>ISP</td>
<td>Means Internet Service Provider.</td>
</tr>
<tr>
<td>Mobile Device(s)</td>
<td>Means a mobile handset or tablet which utilises one of the Operating Systems and is managed via the BlackBerry Service.</td>
</tr>
<tr>
<td>Operating System</td>
<td>Means BlackBerry Operating System, BlackBerry 10 Operating System, BlackBerry 12 Operating System, Android, iOS or Windows Phone 8.</td>
</tr>
</tbody>
</table>