

1. Interpretation

1.1 The Samsung Knox for Enterprise Solution (referred to in these Solution Terms as the “**Solution**”) is provided in accordance with the Agreement between the Customer and EE.

1.2	Solution Description	<p>The Solution provides Licensing Options for the following services:</p> <ul style="list-style-type: none"> • Knox Suite - Essential Plan; • Knox Configure Dynamic; • Knox Configure Set-Up; • Knox E-FOTA; • Knox Suite - Enterprise Plan; and • Knox Guard
1.3	Statement of Requirements	The parties must agree the Samsung Knox for Enterprise Statement of Requirements prior to provision of this Solution by EE. This forms part of these Solution Terms.

2. Definitions

The definitions set out in the General Terms and Conditions for Business Customers apply to this Solution except where amended below.

Android OS Version	Means the operating software version running on the Mobile Devices.
Build Number	Means the build identification of the Android OS Version.
Country ISO Code	Means an internationally recognisable code depicting country.
CSC Code	Means a country specific code, an essential component of Samsung firmware binaries which contains customised settings, system configurations, localisations, and geo-specific things such as the system language, APN settings, and carrier-branding.
Customer Data	Means name of Customer, address of Customer, Customer contact information, Licensing Option(s), number of Licensing Options, Mobile Device model, unit price, date of delivery to Customer, Samsung Knox product license key, Mobile Device IMEI/MAC Address, model description of Mobile Devices, Android OS Version, Build Number, Mobile Country Code, Mobile Network Code, Customer Knox product configuration, un/install time of application against Initial Order, Samsung Knox-SDK Version, Country ISO Code, Samsung Knox Container ID and Activation Time for Container, e-mail address in hashed form, e-mail domain, Samsung Knox product login frequency, Samsung Knox usage time.
Device Application Software	Means the software that the Customer installs on the Mobile Devices.
IMEI	Means the unique serial number for the Mobile Devices.
Knox E-FOTA Licensing Option	Means the Software licence that will allow the Customer to manage firmware versions on Samsung Mobile Devices from Samsung's cloud service.
EMM	Means enterprise mobility management.
Licensing Options	Means any of: Knox Suite - Essential Plan Licensing Option, Knox Configure Dynamic Licensing Option, Knox Configure Set-Up Licensing Option, Knox E-FOTA Licensing Option, Knox Suite - Enterprise Plan Licensing Option and Knox Guard Licensing Option.
MAC Address	Means a media access control address, a unique serial number for the Customer's Network interface card.
Marketplace	Means the BT Business Apps online portal which can be found at https://businessapps.bt.com/home . The terms for the Marketplace can be found at https://business.bt.com/terms/ under Business Apps / BT Business apps terms
MDM	Means mobile device management.

Solution Terms for Samsung Knox for Enterprise



Mobile Country Code	Country	Means the Mobile Device country code programmed on the SIM to indicate home country.
Mobile Network Code	Network	Means the Mobile Device network code programmed on the SIM to indicate home Network.
Mobile Device		Means any mobile or wireless device, handset, USB drive, data card, memory card or other equipment incorporating a SIM, or tablet (which may or may not incorporate a SIM).
Knox Asset Intelligence Licence	Asset	Means the Software licence available under the Knox Suite - Enterprise Plan Licensing Option that will give detailed information across Customer's Mobile Devices helping them identify areas of concern such as battery usage and application issues.
Knox Configure Dynamic Licensing Option	Configure	Means the Software licence that will remotely configure Samsung Mobile Devices in bulk and tailor them to specific needs as many times as needed without factory reset.
Knox Configure Set-Up Licensing Option	Configure	Means the Software licence that will provide the Customer with the ability to remotely configure Samsung Mobile Devices in bulk and tailor them to specific needs.
Knox Guard Licensing Option	Guard	Means the Software licence that will provide the Customer with the ability to remotely lock and unlock Samsung Mobile Devices in bulk and enforce security policies to protect against loss, theft, or misuse.
Knox Suite – Essential Plan Licensing Option		Means the Software licence that will manage a fleet of Mobile Devices with a cloud-based EMM solution that increases business efficiency and secures corporate data.
Knox Suite - Enterprise Plan Licensing Option		Means the Software licence that will allow the Customer access to all of the following: Knox Suite - Essential Plan Licensing Option, Knox Asset Intelligence Licence and Knox E-FOTA Licensing Option.
Per Device Option		Means that once the Licensing Option is purchased and applied on a Samsung Mobile Device, the licence is exhausted and is non-transferable to another Samsung Mobile Device. The Per Device Option is available with the Knox Configure Set-Up Licensing Option (if taking a 1 or 2 year plan) and Knox Configure Dynamic Licensing Option (if taking a 1, 2 or 3 year plan).
Per Seat Option		Means that once the Licensing Option is purchased and applied on a Samsung Mobile Device, the licence is transferable to another Samsung Mobile Device. The Per Seat Option is available with the Knox Configure Dynamic Licensing Option.
Samsung		Samsung Electronics (UK) Limited, a company registered in England and Wales under company number 03086621 whose registered office is at Samsung House, 2000 Hillwood Drive, Chertsey, Surrey KT16 0PS.
Samsung Identifier		Means a unique identifier of the Customer provided by Samsung.
Samsung Knox Enrolment Programme	Knox	Means the registration and verification of a Samsung Mobile Device as more particularly described in the Samsung Knox Enrolment Programme Terms and Conditions found at https://business.ee.co.uk/content/dam/eeb-site/pdf/legals/b2blegal3800%20Samsung%20Knox%20Enrolment%20Programme%20EXT%20v1.0%2029.03.2019.pdf
Samsung Knox-SDK Version	Knox-	Means the version number of the Samsung Knox SDK running on the Mobile Device.
Samsung Portal		Means the online portal owned and managed by Samsung that allows the Customer to undertake device management activities on Samsung Mobile Devices registered on the Samsung Knox Enrolment Programme.
Solution Term		Means a period of either 1, 2 or 3 years, for which the Customer commits to receive the Solution, as detailed in the Initial Order or Contract Change Note.
Staggered Option		allows the Customer to configure Samsung Mobile Devices with different activation dates and expiration dates, to enable the Customer to utilise licences more efficiently, since the Customer may not initially utilise the licence upon purchase, or deploy Mobile Devices at the same time. The Staggered Option is available with the Knox Configure Set-Up Licensing Option if taking a 3 year plan.
Standard Support		The Standard Support Service for Large Business Customers the terms and conditions for which are set out in the EE Large Business Price Guide available on request from EE or at www.ee.co.uk/business/terms .
Technical Help Desk	Help	Means the EE helpdesk to which the Customer can report incidents and ask questions about the Solution.



3. Samsung Knox for Enterprise – the Solution

3.1	Solution	<p>EE will provide the Customer with:</p> <ul style="list-style-type: none"> (a) the Device Application Software; (b) a Licensing Option or Licensing Options as set out in their Initial Order, Contract Change Note or purchased using Marketplace; and (c) access to the Samsung Portal.
3.2	Licensing Options	<p>The Customer will order a Licensing Option for every Mobile Device to be used with the Solution. All Licensing Options are non-refundable and charged as a one-off payment and provide access to the Solution for a specified Solution Term as set out in the EE Large Business Price Guide available on request from EE or at www.ee.co.uk/business/terms.</p> <p>Each Licensing Option will expire after the Solution Term unless the subscription is renewed by payment of the applicable charge as per Paragraph 4.1 below.</p>
3.3	Device Compatibility - Samsung	The Solution is supported by the majority of Samsung Mobile Devices. The list of all compatible Samsung Mobile Devices will be confirmed prior to the Customer's Initial Order.
3.4	Device Compatibility – other manufacturer devices	Knox Suite - Essential Plan is compatible with any Mobile Device supporting Android 11 and higher, iOS 16 and higher, or Windows 11.
3.5	End User License Agreement	<p>EE will only provide the Solution if the Customer has entered into an end user license agreement (also known as terms of use) with Samsung in the form set out at https://www.samsungknox.com/en/eula as may be amended or supplemented from time to time by Samsung ("EULA").</p> <p>The Customer will observe and comply with the EULA for all and any use of the Software.</p> <p>If the Customer does not comply with the EULA, EE may restrict or suspend the Solution upon reasonable notice.</p> <p>The Customer will enter into the EULA for their own benefit and the rights, obligations, acknowledgements, undertakings, warranties and indemnities granted in accordance with the EULA are between the Customer and Samsung and the Customer will deal with Samsung with respect to any loss or damage suffered and any such loss or damage will not be enforceable against EE.</p>
3.6	Marketplace	<p>As part of the Solution, EE will:</p> <ul style="list-style-type: none"> a) create a Marketplace account with the associated single authorised administrator account for the Customer that will provide the Customer with the capability of adding or removing licences (subject to payment of the associated charges); b) assign the Licensing Options that are detailed in the Customer's Agreement to the Customer's Marketplace account; c) create and maintain an inventory of the licences used within the Customer's Marketplace account; d) provide the Customer with instructions on how to access the Marketplace account; e) charge for purchases made using Marketplace and invoice the Customer in accordance with the EE Business Agreement. <p>The Customer acknowledges and agrees that by making purchases using Marketplace, it amends the Customer's Initial Order, and the Customer agrees to be bound by the Licensing Options and quantity of licences recorded in Marketplace. All other terms of the Agreement remain unchanged.</p>
3.7	Solution Requirements	<p>For EE to provide the Solution, the Customer will have in place throughout the duration of the Agreement:</p> <ul style="list-style-type: none"> (a) Samsung Mobile Devices registered on the Samsung Knox Enrolment Programme; (b) access to the Samsung Portal; (c) a Samsung Identifier; and (d) an internet connection.



3.8	Warranty	The Solution is provided to the Customer on a no warranty basis.
-----	----------	--

4. Charges

4.1	Invoicing	All Licensing Options are invoiced as a one-off charge at the time of the Customer's Initial Order as set out in the Commercial Terms, Contract Change Note or Price Guide (as applicable) in line with the Initial Order or subsequent orders, to include orders made using Marketplace.
4.2	Minimum Spend	EE will include any one-off Charges for the Licensing Options in the calculation of any Minimum Spend for this Solution.

5. Customer Obligations

5.1	Customer obligations	<p>To enable EE to provide the Solution, the Customer shall (and shall procure that its Users shall):</p> <ul style="list-style-type: none"> (a) co-operate with EE as EE reasonably requires; (b) provide EE with such information and documentation as EE reasonably requires; (c) appoint a Customer Representative for the Solution and will notify details of the Customer Representative to EE in writing on or before the Service Commencement Date with any changes promptly notified to EE in writing; (d) complete any preparation activities that EE may request to enable the Customer to receive the Solution promptly and in accordance with any reasonable timescales; (e) be responsible for the configuration and relevant technical infrastructure required to direct traffic through the Solution; (f) distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the Solution; (g) ensure the security and proper use of all valid User access profiles, passwords and other systems administration information used in connection with the Solution and take all reasonable steps to prevent unauthorised access to the Solution; (h) not allow any User specific subscriptions to be used by more than one individual User; and (i) comply and ensure that the Customer's Users comply with all Applicable Laws, terms of use or other policies and codes applicable to use of the internet or the service provided by any network operator.
5.2	Customer obligations specific to the Knox E-FOTA Licensing Option	<p>To enable EE to provide the Knox E-FOTA Licensing Option, the Customer shall (and shall procure that its Users shall):</p> <ul style="list-style-type: none"> (a) upon reasonable request promptly provide and apply all necessary updates and upgrades that are critical to Mobile Device performance, safety and security regardless of its Knox E-FOTA policy under the Knox E-FOTA Licensing Option; (b) sufficiently notify and guide its Users that Mobile Devices with Knox E-FOTA (including any Software within the Mobile Device) may only be modified, updated, or upgraded by the Customer's IT admin and no one else. In the event a Customer's User modifies, updates, or upgrades a Mobile Device with Knox E-FOTA (including any Software within the Mobile Device) by itself, including receiving such updates from Samsung or its service centers upon User request ("collectively, Unauthorised Self Update"), Samsung will not be responsible for any damage or loss arising from such Unauthorised Self Updates and will not be performing any support services thereto.
5.3	Indemnity	The Customer shall indemnify and keep EE indemnified against all costs, losses, expenses (including without limitation legal expenses), damages, liabilities, demands incurred or suffered by EE.

6. Term, Transfer and Termination

6.1	Term	EE will provide the Customer with this Solution from the Service Commencement Date until the expiry of the Solution Term (if the Customer does not renew the subscription per Paragraph 3.2 above), unless EE or the Customer terminates this Solution earlier in accordance with the terms of the Agreement.
-----	------	---



6.2	Transfer of the Licensing Options to another Mobile Device registered to the Customer's same Samsung Portal	All of the Licensing Options purchased as part of this Solution are transferable and do not cease if the Customer switches Mobile Devices with the exception of the following: <ul style="list-style-type: none"> • Knox Configure Set-Up Licensing Option with either the Per Device Option or Staggered Option; • Knox Configure Dynamic Licensing Option with the Per Device Option only; and • Knox Guard Licensing Option.
6.3	Transfer of the Licensing Options when the Customer leaves EE and changes network provider	All of the Licensing Options are transferable when the Customer leaves EE and changes network provider as long as the Mobile Device is registered to the Customer's same Samsung Portal or the Customer retains the Licensing Option on the same Mobile Device.
6.4	Termination of the End User License Agreement	If the EULA is terminated, the Solution will terminate.
6.5	Termination Charges	There are no Termination Charges related to the Solution. If the Customer terminates the Solution, it will not be entitled to a refund of any one-off Charges.

7. Technical Support

7.1	Eligibility for Support	This paragraph 7.1 only applies where the Customer is eligible for Standard Support. If the Customer meets the eligibility criteria set out in the Standard Support Solution Terms, Standard Support applies to this Solution in addition to or as amended by the terms set out below.
7.2	Contact details	EE will provide the Customer with access to a Technical Help Desk which will trouble-shoot and assist with issues with the Solution. The Technical Help Desk is available during the hours of 8am to 6pm Monday to Friday, excluding all public and bank holidays. Only the Customer Representative is permitted to contact the Technical Help Desk.
7.3	Additional Support	In addition to support provided by EE, the Customer will be able to request support directly from Samsung through the Samsung Portal.

8. Confidentiality and Data Protection

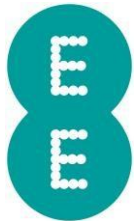
8.1	Customer Data	The Customer and/or Users will be solely responsible for the quality, accuracy, integrity, legality, appropriateness and intellectual property ownership or right to use of all Customer Data and, if applicable, Knox E-FOTA Customer Data. The Customer will grant (or will procure the grant) to EE a royalty-free, non-exclusive licence for the term of this Agreement to use the Customer Data and, if applicable, Knox E-FOTA Customer Data to the extent necessary to deliver the Solution and perform EE's obligations under this Agreement. The Customer shall, apply necessary measures to provide clear notices / terms and conditions to each User, and legitimately obtain such User's consent to the collection, sharing and use by Samsung and EE of the Customer Data in order for EE and Samsung to deliver the Solution and for EE to perform its obligations under the Agreement. The Customer shall provide explicit consent and ensure that Users provide explicit consent to the processing by EE and/or Samsung of the Customer Data.
8.2	Customer Data Knox E-FOTA	If applicable, the Customer shall, apply necessary measures to provide clear notices / terms and conditions to each User, and legitimately obtain such User's consent to the collection and use by Samsung of the below Knox E-FOTA Customer Data, and/or the collection and use by EE or a Customer of the below Knox E-FOTA Customer Data and sharing such Knox E-FOTA Customer Data with Samsung, for the purposes of providing, enhancing and maintaining Knox E-FOTA.



		<p>The Customer shall provide explicit consent and ensure that Users provide explicit consent to the processing by EE and/or Samsung of the Knox E-FOTA Customer Data.</p> <p>Solely with respect to Knox E-FOTA, Customer Data means the following: Name of Customer, address of Customer, Customer contact information, Licensing Option, number of Licensing Options, Mobile Device model, unit price, delivery date to Customer, Mobile Device IMEI (or MAC address), model description of Mobile Devices, Android OS version, Build Number, Mobile Country Code and Mobile Network Code, CSC code, Country ISO code, Customer company information (size, industry), EMM authentication information (together "Knox E-FOTA Customer Data").</p>
8.3	Data Protection	<p>The Customer acknowledges and agrees that when the Customer or its Users download, access or otherwise apply the Solution, each User will be subject to the Samsung EULA including the Data Processing Agreement and Privacy Policy which sets out how Samsung will process any Personal Data the User provides to Samsung, including via the Solution.</p>
8.4	Data Sharing	<p>EE will share the following Customer Personal Data with Samsung as a Controller for the enrollment of the Customer's Samsung Mobile Device on the Samsung Portal and procuring the appropriate Licensing Option(s): Customer Name, email address, address and telephone number.</p> <p>The Customer acknowledges and agrees that such Personal Data will be Processed in accordance with Samsung's EULA and Privacy Policy.</p> <p>The Customer acknowledges and agrees that Samsung will share Customer Data and Knox E-FOTA Customer Data with EE as a Controller in order to administer the Solution and this Agreement, including but not limited to: Name of Customer, address of Customer, Customer contact information, Licensing Option, number of Licensing Options, Mobile Device model, unit price, delivery date to Customer, Mobile Device IMEI (or MAC address), model description of Mobile Devices, Mobile Country Code and Mobile Network Code, Customer company information (size).</p> <p>The Customer acknowledges and agrees that such Personal Data will be processed in accordance with EE's Privacy Policy: https://business.ee.co.uk/privacy-policy/.</p>
8.5	Privacy Laws	<p>The Customer warrants that it will at all times comply with all Data Protection Legislation.</p>

9. General Terms, Solution Restrictions and Limitations

9.1	Restrictions	<p>Insurance propositions sold by or provided on behalf of EE, as described at www.ee.co.uk/business/terms, do not apply to this Solution.</p>
9.2	Emergency Calls	<p>Emergency services cannot be accessed using the Solution and EE accepts no responsibility whatsoever for the handling of emergency calls.</p>
9.3	Liability	<p>As with any automated service, the Solution may malfunction due to factors beyond the reasonable control of EE or its third party suppliers (including without limitation due to a fault, delay or disruption in the telecommunications equipment or network availability, mis-use or malfunction of equipment or services) and EE shall have no liability to the Customer in these circumstances.</p>
9.4	Third Party Content	<p>By using the Solution, the Customer and Users may access content, products and services provided by third parties. EE does not control these third parties or their links, and EE is not responsible for the Content or practices of any third party.</p> <p>The Customer will refer to the policies posted by third parties on their websites regarding privacy and other topics before the Customer or Users use them. If the Customer chooses to purchase any products or services from a third party, the Customer's relationship is directly with the third party. The Customer agrees that EE is not responsible or liable for any loss or damage whatsoever which the Customer or any User may incur from dealing with any third party.</p>
9.5	Licence	<p>EE grants the Customer a limited, revocable, non-exclusive, non-sub licensable licence to use the Solution for the Customer's own internal business purposes and in accordance with these Solution Terms.</p>



9.6	Events outside of the parties reasonable control	<p>Clause 29.5 of the General Terms and Conditions for Business Customers is deleted and replaced with the following:</p> <p>“Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control. In such circumstances, the affected party shall be entitled to a reasonable extension of the time for performing such obligations, provided that if the period of delay or non-performance continues for 28 days, either party may terminate this Agreement on immediate written notice to the other”</p>
9.7	Limitations in respect of Knox E-FOTA Licensing Option	<p>The Knox E-FOTA Licensing Option may (i) limit and restrict the User’s Mobile Device from receiving regular updates and upgrades (including critical security updates and os upgrades) and/or (ii) download and install certain updates without consent or permission from the User, which may incur additional data charges (collectively, “Limitations”).</p> <p>The Customer acknowledges and agrees to such Limitations and shall clearly communicate such Limitations to each User and obtain legitimate consent from each User prior to the Customer applying the Limitations to Knox E-FOTA Licensing Option to their Mobile Devices.</p>