

# Solution Terms for Secure Unified Endpoint Management (UEM) from Ivanti



## 1. Interpretation

1.1 The Secure Unified Endpoint Management (UEM) from Ivanti Solution (referred to in these Solution Terms as "**UEM**" the "**Solution**") is provided in accordance with the Customer's Agreement with EE.

1.2	Solution Description	The Mobile Device Management Solution Description forms part of these Solution Terms.
1.3	Statement of Requirements	The parties must agree the Mobile Device Management Statement of Requirements prior to provision of this Solution by EE. This document forms part of these Solution Terms.

## 2. Definitions

Client Software	Means the End User Licensed Software as indicated in the Initial Order or applicable Contract Change Note provided by EE under this Solution which is installed by or on behalf of the Customer on Managed Devices.
Compatible Device	Means a Device that is suitable for use with this Solution, an up to date list of which can be obtained from EE on request.
Device Management Software	Means the End User Licensed Software provided by EE under this Solution.
Hosted Mobile Device Management Software	Means end user licensed software, provided as a service, (as described in the Mobile Device Management Solution Description) by EE, and includes 'Advanced Hosted Mobile Device Management Software'.
Licence Bundle	Means a number of User software licences enabling access to the Solution.
Managed Device	Means a Device managed using the Device Management Software or the Hosted Mobile Device Management Software.
Marketplace	Means the BT Business Apps online portal which can be found at <a href="https://businessapps.bt.com">businessapps.bt.com</a> . The terms for the Marketplace can be found at <a href="https://business.bt.com/content/dam/bt-business/pdfs/terms/bt1165.pdf">https://business.bt.com/content/dam/bt-business/pdfs/terms/bt1165.pdf</a> and <a href="https://business.bt.com/content/dam/bt-business/pdfs/terms/business-apps/BT-End-User-Licence-Agreement.pdf">https://business.bt.com/content/dam/bt-business/pdfs/terms/business-apps/BT-End-User-Licence-Agreement.pdf</a>
Professional Services	Means the services specified as such in the Statement of Requirements and described in further detail in the Mobile Device Management Solution Description.
Samsung	Means Samsung Electronics Co., Ltd., incorporated under the laws of Korea with a place of business at 416 Maetan-3 Dong, Yeongtong-Gu, Suwon-City, Gyeonggi-Do, 443-742 Korea
Solution Minimum Connection Period	The minimum period the Customer commits to receive each Licence Bundle as set out in the Initial Order or applicable Contract Change Note calculated from the date that the Licence Bundle is supplied to the Customer.
Third Party Services	Means: (i) operator lookup; (ii) cell tower location lookup; (iii) SMS 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 the Customer from time to time.

## 3. Mobile Device Management - the Solution

3.1	End User Licensed Software	In installing and using the Device Management Software / Hosted Mobile Device Management Software and Client Software the Customer agrees to the terms set out in the relevant End User Licensed Software Agreement, copies of which are at Annex 1 of the Solution Description.
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3.2	Solution Requirements	<ul style="list-style-type: none"> <li>a. The Customer shall provide, at its cost, for the duration of the Solution an internet connection for access to the web portal for management of this Solution.</li> <li>b. Provision of this Solution is subject to EE reviewing the completed Statement of Requirements and being satisfied that the Customer Equipment complies with the technical requirements for operation of this Solution.</li> </ul>
3.3	EE Obligations	<ul style="list-style-type: none"> <li>a. Where the Customer notifies EE of any failure of the Device Management Software and/or Client Software to perform in accordance with the relevant parts of the Solution Description EE will use reasonable endeavours to procure the remedy of the defect from the Device Management Software and/or Client Software developer.</li> <li>b. EE will provide the Customer with all necessary User documentation and technical guides to enable use of the Device Management Software.</li> </ul>
3.4	Marketplace	<p>As part of the Solution, EE will</p> <ul style="list-style-type: none"> <li>a. create a Marketplace account with an associated single Administrator account for the Customer that will provide the Customer with the capability to add or remove licences for additional Device Management Software / Hosted Mobile Device Management Software and Client Software;</li> <li>b. assign the Device Management Software / Hosted Mobile Device Management Software and Client Software that are detailed on the Customer's EE Business Agreement to the Customer's Marketplace account;</li> <li>c. create and maintain an inventory of all Device Management Software / Hosted Mobile Device Management Software and Client Software within the Customer's Marketplace account;</li> <li>d. provide you with instructions on how to access the Marketplace account and Device Management Software / Hosted Mobile Device Management Software and Client Software; and</li> <li>e. Charges for purchases made in relation to this Solution using Marketplace will be invoiced by EE under this Agreement.</li> </ul> <p>The Customer acknowledges and agrees that by making amendments to quantities of Device Management Software / Hosted Mobile Device Management Software and Client Software in Marketplace, the Customer is authorising such amendments to this Agreement. All other terms remain unchanged.</p>

## 4. Professional Services

4.1	Supply of Services	EE shall supply Professional Services to the Customer subject to the terms of this Agreement and as specified in the Statement of Requirements. The Parties agree that the Statement of Requirements will describe the complete scope of the Professional Services to be undertaken by EE.
4.2	Calculation of Time	<ul style="list-style-type: none"> <li>(a) For fees calculated on a daily rate: 'day' means a period of 8 hours inclusive of travel time both to and from the Customer's site. Time spent in excess of 8 hours will be charged at the pro-rated rate for a day.</li> <li>(b) For fees calculated by reference to an hourly rate: for time spent which is less than a complete hour, the Customer will be charged on a pro-rated basis.</li> </ul>
4.3	Time and Place of Delivery	If not specified in the Statement of Requirements, the Parties shall agree the time and place for performance of the Professional Services, subject to the availability of EE's staff.
4.4	Customer Obligations	<p>To enable EE to provide the Professional Services, the Customer shall:</p> <ul style="list-style-type: none"> <li>(a) Co-operate with EE as EE reasonably requires;</li> <li>(b) Provide EE with such information and documentation as EE reasonably requires;</li> <li>(c) Make available to EE the facilities, resources, working space, and staff as EE reasonably requires from time-to-time; and</li> <li>(d) Instruct the Customer's staff and agents to co-operate and assist EE.</li> </ul>

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4.5	Liability	Subject to clause 4.6 below, if any part of the Professional Services is performed negligently or in breach of the provisions of this agreement then, at the written request of the Customer (if the request given within 6 months of the completion of the Professional Services), EE shall re-perform the relevant part of the Professional Services. Subject to Clause 22.3(a) of the General Terms and Conditions for Business Customers, such re-performance will be the Customer's sole remedy in connection with the Professional Services.
4.6	No warranty	EE does not warrant that any result or objective, whether stated in this Agreement or not, will be achieved, be achievable, or be attained at all, by any given date.

## 5. Charges

5.1	Airtime Charges	The Customer must have a suitable airtime Service Plan to support communication between Managed Devices and the Device Management Software. All data transmitted to or from the Managed Devices (including to or from the Device Management Software) will be charged at the Customer's usual rates. Use outside the UK requires roaming to be enabled on the Managed Device and will be charged at the Customer's usual data roaming rates.
5.2	Professional Services Charges	<p>Charges for Professional Services will be set out in the Statement of Requirements. EE will invoice the Customer for Charges associated with Professional Services one month in arrears from the date of completion of the Professional Services.</p> <p>EE may invoice the Customer for any additional costs and expenses incurred by EE caused by changes in the Customer's instructions, any failure to provide instructions or information when requested, or failure to comply with clause 4.4 above.</p>

## 6. Samsung Knox

6.1	EULA	Use of the Samsung Knox End User Licensed Software, which is applicable where the Customer is using a Samsung device to access the Solution, is subject to the Samsung Knox Enterprise end user licence agreement, available at <a href="https://www.samsungknox.com/en/eula">https://www.samsungknox.com/en/eula</a> , or such other URL as may be advised from time to time. End Users will be required to agree to Samsung's terms and conditions ( <a href="https://www.samsungknox.com/en/terms-use">https://www.samsungknox.com/en/terms-use</a> ) and to Samsung's privacy policy ( <a href="https://www.samsungknox.com/en/privacy-policy">https://www.samsungknox.com/en/privacy-policy</a> ) at point of installation of Samsung Knox software on a Device.
6.2	No warranties	Samsung Knox is provided to the Customer on an 'as-is' basis and all warranties, representations and covenants not expressly set out herein are excluded to the maximum extent permitted by law.
6.3	Compliance with specifications	EE warrants that the Samsung Knox software will conform in all material respects to Samsung's written specifications for the Knox solution for a period of 90 days following the initial delivery of a licence key to the Customer. The Customer's only remedy for non-conformance shall be to request that Samsung correct the material non-conformance to Samsung's written specifications, or if Samsung does not correct such conformance within 60 days, EE will refund any licence fees paid by the Customer for the then current term.

## 7. Customer Obligations

7.1	Customer obligations	The Customer shall nominate suitable member(s) of staff to act as Customer Representative(s) as detailed in the Statement of Requirements who have the authority to contractually bind the Customer on matters relating to this Solution.
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7.2	Installation of Client Software	The Customer shall have sole responsibility for ensuring the correct installation of Client Software on Managed Devices. The Customer will be liable for Charges for the Solution regardless of whether the Client Software has been correctly installed or not. Removal of Client Software from Managed Devices is the sole responsibility of the Customer.
7.3	Configuration Spreadsheet	The Customer may be required to assist EE in the completion of a configuration spreadsheet for this Solution. This spreadsheet does not form part of the Customer's Agreement with EE.

## 8. Data Protection

8.1	Third-Party Processing	The Customer acknowledges that the Customer's and User's Personal Data will be Processed by Ivanti UK Limited. in Germany, or such other country within the European Economic Area as Ivanti UK Limited. may from time to time determine, but only to the extent necessary for the provision of the Solution, and in the generation of anonymised statistical data concerning the Solution, the Hosted Mobile Device Management Software. The Customer shall ensure that it has obtained all appropriate User consents to enable processing by Ivanti UK Limited.
8.2	Instructions regarding Personal Data	Any instructions the Customer may have regarding the Processing of the Customer's or User's Personal Data under this Solution shall be provided to EE's technical support team for conveyance to Ivanti UK Limited. The Customer shall not contact Ivanti UK Limited directly.

## 9. Term and Termination

9.1	Solution Minimum Connection Period	The Solution Minimum Connection Period relates to each bundle of licences ordered by the Customer. For this Solution the Solution Minimum Connection Period shall be 12 months or greater if specified in the Customer's agreement with EE.
9.2	Expiry of Solution Minimum Connection Period	If the Customer has ordered an annual Licence Bundle, once the Solution Minimum Connection Period has expired, the Customer shall be automatically transferred to a rolling monthly Licence Bundle in quantities equivalent to the original Licence Bundle option chosen and the relevant Subscription Charges set out in the Initial Order or Contract Change Note shall apply.
9.3	Transfer of Client Software	Customer may transfer individual licences for Client Software from one Managed Device to another Compatible Device subject to these Solution Terms and compliance with its obligations under the General Terms and Conditions for Business Customers.
9.4	Early Termination	If the Customer wishes to terminate any licence early then it shall advise EE. Any termination of licences shall be in quantities equivalent to a Licence Bundle option chosen i.e. 1, 10, 100, 1000. The Customer shall continue to be charged for a larger Licence Bundle until it is replaced with the new one. Termination Charges shall apply to licences terminated during the Solution Minimum Connection Period.
9.5	Termination of End User Licence Agreement	If the End User Licence Agreement is terminated, this Solution shall also terminate. Provided the End User License Agreement is not terminated by or for default of the Customer during the Solution Minimum Connection Period no Termination Charges relating to this Solution will be payable.
9.6	Termination Charges	<p>The Customer may cancel a Licence Bundle without liability for any Termination Charges provided it has completed the Solution Minimum Connection Period. Any such cancellation will take effect from the Customer's next billing date provided that notice is received at least 10 Working Days before the bill date.</p> <p><b>Customer shall pay EE the following Termination Charges in accordance with the Agreement upon early cancellation of a License Bundle:</b> Appropriate License Bundle monthly Charges x number of months remaining in the Solution Minimum Connection Period.</p>

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## 10. Technical Support

10.1	Technical Support	Technical support is provided with this Solution as described in the Solution Description.
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## 11. Solution Restrictions and Limitation of Liability

11.1	Restrictions	<ol style="list-style-type: none"><li>a. Insurance propositions sold by or provided on behalf of EE, as described at <a href="http://www.ee.co.uk/business/terms">www.ee.co.uk/business/terms</a>, do not apply to this Solution.</li><li>b. EE reserves the right to charge for additional site visits, if incomplete or inaccurate information provided by the Customer in the Statement of Requirements is the cause of an installation not being completed within the allotted time.</li></ol>
11.2	Access to Third Party Services	Where the Device Management Software supports access to Third Party Services, EE may vary the range of Third Party Services available, either by withdrawing named Third Party Services or by adding a Third Party Service. Where a Third Party Service is withdrawn, EE will use commercially reasonable endeavours to replace the withdrawn Third Party Service with an equivalent.
11.3	Liability	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, miss-use or malfunction of equipment or services) and EE shall have no liability to the Customer in these circumstances.