

JAMF MANAGEMENT AND SECURITY



1. Interpretation

1.1 Jamf Management and Security (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	The Jamf Management and Security Solution Description forms part of these Solution Terms.
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2. Definitions

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

Customer Data	Means all data, including all text, sound, or image files and software provided to EE or EE's licensors (or both) by the Customer or on the Customer's behalf through the Solution, and may include Personal Data.
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 Application Software	Means the Supplier software that the Customer installs on the Compatible Devices.
Generic Android	Means any Device running on an Android operating system that is not manufactured by Samsung.
Jamf Data Policy	Means the Software licence that provides the Customer with the ability to monitor and manage data usage on the Compatible Devices and as more particularly described in Paragraph 1.2 of the Solution Description.
Jamf Elevate	Means a free of charge add-on feature that is automatically provisioned with Jamf for Mac and Jamf for Mobile subscriptions where the Initial Order is for fewer than 250 licences and as more particularly described in Paragraph 1.2 of the Solution Terms.
Jamf for Mac	Means the Software licence that provides the Customer with the functionality required to deploy, manage and secure Apple Mac Compatible Devices as more particularly described in Paragraph 1.2 of the Solution Description.
Jamf for Mobile	Means the Software licence that provides the Customer with the functionality required to deploy, manage and secure Apple and Android mobile Compatible Devices as more particularly described in Paragraph 1.2 of the Solution Description.
Jamf Mobile Forensics	Means the Software licence that enables the Customer to detect, investigate and respond to security threats affecting Compatible Devices and as more particularly described in Paragraph 1.2 of the Solution Description.
Jamf Mobile Security Bundle	Means the Software licence that provides mobile data management, mobile threat protection, secure access controls, and policy-based security capabilities for Compatible Devices as more particularly described in Paragraph 1.2 of the Solution Description.
Jamf Now	Means the Software licence that provides Customers with the ability to set up, manage and secure Apple Compatible Devices and as more particularly described in Paragraph 1.2 of the Solution Description.
Licensing Option	Means any of the Jamf Data Policy, Jamf Now, Jamf Mobile Security Bundle, Jamf Mobile Forensics, Jamf for Mobile, and Jamf for Mac Software licences.
Management Portal	Means the management portal that the Customer accesses through a web browser and that manages the Device Application Software.
Network Operator	Means any mobile communications system network operator which provides wireless or mobile voice and data services to the Customer and Users.
Premium Onboarding – Jamf for Mac	Means the professional services engagement that provides the Customer with onboarding, implementation, deployment assistance and configuration services for Jamf for Mac, and as more particularly described in Paragraph 1.2 of the Solution Description.
Premium Onboarding – Jamf for Mobile	Means the professional services engagement that provides the Customer with onboarding, implementation, deployment assistance and configuration services for Jamf for Mobile, and as more particularly described in Paragraph 1.2 of the Solution Description.
Professional Service Charges	Means the Charges for any additional management, set-up or configuration of the Solution as set out in the Initial Order.
Supplier	Means Jamf Ltd (Company No. 07998183) with a registered address at C/O Freeths LLP Routeco Office Park, Davy Avenue, Knowlhill, Milton Keynes, England, MK5 8HJ.
Technical Help Desk	Means the EE helpdesk to which the Customer can report incidents and ask questions about the Solution.

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3. Jamf Management and Security – the Solution

3.1	Solution	EE will provide the Customer with: (a) the Device Application Software; (b) Licensing Options; (c) Management Portal; and (d) access to a Technical Help Desk, as more particularly described in the Solution Description.
3.2	Licensing Options	The Customer will order and maintain a minimum of 1 Licensing Option for every Compatible Device for the duration of the Agreement with the exception of Jamf Mobile Forensics where the Customer will order and maintain a minimum of 10 Jamf Mobile Forensics licences for the duration of the Agreement, and Jamf for Mobile and Jamf for Mac where the Customer will order and maintain a minimum of 25 licences for the duration of the Agreement.
3.3	Solution Requirements	For EE to provide the Solution, the Customer will have in place throughout the duration of the Agreement: (a) for the Management Portal, an internet connection with a supported browser; and (b) a mobile data connection and valid contract with a Network Operator for the provision of mobile phone and data services. If EE provides the Customer with any services other than this Solution, these Solution Terms will not apply to those services, and those services will be governed by their own separate terms.
3.4	Solution Maintenance	From time to time, the Supplier may perform scheduled maintenance to update the servers, infrastructure and software used to provide the Solution. The Supplier will use reasonable endeavours to notify EE and, where appropriate, the Customer at least ten (10) Working Days in advance of any planned maintenance or scheduled downtime that may affect the availability of the Solution. Notwithstanding the above, the Supplier may carry out emergency maintenance without prior notice where reasonably necessary to maintain the security, integrity, performance or availability of the Solution. The Supplier may modify, update, enhance or replace the features and functionality of the Solution from time to time, including by providing new releases, versions, updates, patches, fixes, corrections, enhancements and extensions that are generally made available to Customers of the Solution at no additional charge. The Supplier will use reasonable endeavours to ensure that any modification or update does not materially degrade the functionality of the Solution.
3.5	End User Licensed Software	EE will only provide the Solution if the Customer has entered into an end user licence agreement with the Supplier in the form set out at https://resources.jamf.com/documents/jamf-SLASA.pdf as may be amended or supplemented from time to time by the Supplier (“EULA”). The Customer will observe and comply with the EULA for all and any use of the Software. If the Customer does not comply with the EULA, EE may restrict or suspend the Solution upon reasonable notice, and the Customer will continue to pay the Charges for the Solution until the end of the Minimum Agreement Term. 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 the Supplier and the Customer will deal with the Supplier with respect to any loss or damage suffered and any such loss or damage will not be enforceable against EE.

4. Charges

4.1	Invoicing	In addition to any Charges detailed in the Commercial Terms, EE will invoice the Customer the:
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| | <ul style="list-style-type: none"> (a) Subscription Charges monthly in advance for the relevant month and for any period where the Solution is provided for less than one month, the Subscription Charges will be calculated on a daily basis; and (b) Professional Service Charges. |
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5. Customer Obligations

5.1	Customer obligations	The Customer will: (a) 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; (b) complete any preparation activities that EE may request to enable the Customer to receive the Solution promptly and in accordance with any reasonable timescales; (c) be responsible for the configuration and relevant technical infrastructure required to direct traffic through the Solution; (d) distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the Solution; (e) 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: (i) immediately terminate access for any person who is no longer a User; (ii) inform EE immediately if a User's ID or password has, or is likely to, become known to an unauthorised person, or is being or may be used in an unauthorised way; (iii) take all reasonable steps to prevent unauthorised access to the Solution; (iv) satisfy EE's security checks if a password is lost or forgotten; and (v) change any or all passwords or other systems administration information used in connection with the Solution if EE requests the Customer to do so in order to ensure the security or integrity of the Solution. (f) not allow any User specific subscription to be used by more than one individual User unless it has been reassigned in its entirety to another individual User, in which case the Customer will ensure the prior User will no longer have any right to access or use the Solution; (g) comply and ensure that the 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; (h) obtain all the necessary consents from the Users for EE to be able to provide the Solution; and (i) provide log files, configuration files, error messages and any other information that is required to understand and resolve any incident as more particularly described in Paragraph 2.4.1 of the Solution Description.
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6. Term and Termination

6.1	Solution Minimum Connection Period	The Initial Order or Contract Change Note will set out a Solution Minimum Connection Period for the Solution which will start on the Service Commencement Date.
6.2	Expiry of Solution Minimum Connection Period	Unless the Customer gives at least 30 days' written notice to terminate the Solution before the end of the Solution Minimum Connection Period, on expiry of the Solution Minimum Connection Period, EE will continue to provide the Solution to the Customer in accordance with these Solution Terms. If the Customer or EE gives written notice to terminate the Solution, EE will cease providing the Customer with the Solution on expiry of 30 days following receipt of the written notice to terminate.
6.3	Termination of End User Licence Agreement	If the EULA is terminated, this Solution will terminate.
6.4	Termination Charges	If the Customer terminates the Solution within the Solution Minimum Connection Period, the Customer will pay EE Termination Charges in accordance with the Agreement, 95% of the Subscription Charges for any remaining months of the Solution Minimum Connection Period.

7. Technical Support

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7.1	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.
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8. Confidentiality and Data Protection

8.1	Customer Data	The Customer 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. The Customer will grant (or will procure the grant) to EE and the Supplier a royalty-free, non-exclusive licence for the term of this Agreement to use the Customer Data to the extent necessary to deliver the Solution and perform EE's obligations under this Agreement. By submitting and sending Customer Data through the Solution, the Customer grants to EE and the Supplier permission to process and transmit the Customer Data as necessary to deliver the Solution and perform EE's obligations under the Agreement. In order to deliver the Solution, EE or the Supplier may need to modify the Customer Data as necessary for technical reasons including to: (a) reduce image resolution; (b) reduce video resolution; (c) block traffic; and (d) optimise text-based payloads. The Supplier and EE will have the right to use or act upon any suggestions, ideas, enhancement requests, feedback, recommendations or other information that the Customer or other third party provides about the Solution.
8.2	Customer Data Liability	The Customer will indemnify EE against all claims, losses, costs and liabilities brought by any third parties (including the Customer's employees, workers or contractors) against EE arising out of EE's use of Customer Data in accordance with Paragraph 8.1.
8.3	Third Party Suppliers	In providing the Solution, EE and/or its third party supplier may have access to Customer's and/or Users' Personal Data for which the Customer is the Data Controller and EE will ensure that it and the Supplier will: (a) observe the confidential nature of the Personal Data on terms that are no less onerous than those that apply to EE under the Agreement or Solution; (b) process the Personal Data only for the purposes of providing the Solution to the Customer; and (c) apply appropriate technical and organisational measures to safeguard against any unauthorised access, loss, destruction of or damage to the Personal Data.
8.4	Privacy Laws	The Customer will at all times comply with all Data Protection Legislation.

9. General Terms

9.1	Restrictions	(a) EE will not have any liability to the Customer or any User for any data usage or telecom charges that the Customer may incur from a Network Operator while using the Solution. (b) EE does not make any representations, whether express or implied, that the Solution will prevent or detect all threats or unauthorised actions. (c) EE has no responsibility for storing or backing up the Customer's or any User's data that passes through EE's or any of EE's subcontractors' or suppliers' servers.
9.2	Emergency Calls	Emergency services cannot be accessed using the Solution and EE accepts no responsibility whatsoever for the handling of emergency calls.

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9.3	Licence	EE grants the Customer a limited, revocable, non-exclusive, non-sub licensable, non-transferrable licence to use the Solution for the Customer's own internal business purposes and in accordance with these Solution Terms.
9.4	Liability	As with any automated service, the Solution may malfunction due to factors beyond the reasonable control of EE or the Supplier (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 will have no liability to the Customer in these circumstances.
9.5	Limitation of Liability	Clause 22.2(a) of the General Terms and Conditions for Business Customers is deleted and replaced with the following: 'the total liability of each party under or arising in connection with this Agreement in contract, tort (including negligence), breach of statutory duty or otherwise, will be limited to the greater of £2,000,000 or 125% of the Charges paid or payable by the Customer under this Agreement;'
9.6	Events outside of the parties' reasonable control	Clause 29.5 of the General Terms and Conditions for Business Customers is deleted and replaced with the following: '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 14 days' written notice to the other;'
9.7	Third Party Content	By using the Solution, the Customer and Users may access content, products and services provided by third parties. EE and the Supplier do not control these third parties or their links, and EE and the Supplier are not responsible for the content or practices of any third party. 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 neither EE nor the Supplier is responsible or liable for any loss or damage whatsoever which the Customer or any User may incur from dealing with any third party.