



## 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	The Solution provides Licensing Options for the following services: <ul style="list-style-type: none"> <li>• Knox Manage;</li> <li>• Knox Configure Dynamic;</li> <li>• Knox Configure Set-Up;</li> <li>• E-FOTA One; and</li> <li>• Knox Suite</li> </ul>
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.
E-FOTA One Licensing Option	Means the Software license 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 Manage Licensing Option, Knox Configure Dynamic Licensing Option, Knox Configure Set-Up Licensing Option, E-FOTA One Licensing Option and Knox Suite Licensing Option.
MAC Address	Means a media access control address, a unique serial number for the Customer's Network interface card.
MDM	Means mobile device management.
Mobile Country Code	Means the Mobile Device country code programmed on the SIM to indicate home country.
Mobile Network Code	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 License	Asset	Means the Software license available under the Knox Suite 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 Dynamic Licensing Option	Configure	Means the Software license that will remotely configure Samsung Mobile Devices in bulk and tailor them to specific needs as many times as needed without factory reset.
Knox Set-up Option	Configure Licensing	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 Licensing Option	Manage	Means the Software license that will manage a fleet of Mobile Devices with a cloud-based EMM solution that increases business efficiency and secures corporate data.
Knox Licensing Option	Suite	Means the Software license that will allow the Customer access to all of the following; Knox Manage Licensing Option, Knox Asset Intelligence License and E-FOTA One 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, 1000 Hillswood Drive, Chertsey, Surrey KT16 0PS.
Samsung Identifier		Means a unique identifier of the Customer provided by Samsung.
Samsung Knox for Enterprise GDPR Processing Annex		Means the GDPR Processing Annex annexed to these Solution Terms specific to the Solution.
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 <a href="https://ee.co.uk/content/dam/eeb-site/pdf/legals/b2blegal3800%20Samsung%20Knox%20Enrolment%20Programme%20EXT%20v1.0%2029.03.2019.pdf">https://ee.co.uk/content/dam/eeb-site/pdf/legals/b2blegal3800%20Samsung%20Knox%20Enrolment%20Programme%20EXT%20v1.0%2029.03.2019.pdf</a>
Samsung Knox-SDK Version	Knox-	Means the Version number of the Samsung Knox SKD 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 Minimum Connection Period		Means a period of 30 days from the Service Commencement Date.
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 <a href="http://www.ee.co.uk/business/terms">www.ee.co.uk/business/terms</a> .
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	EE will provide the Customer with: (a) the Device Application Software; (b) a Licensing Option or Licensing Options as set out in their Initial Order or Contract Change Note; and (c) the Samsung Portal.
3.2	Licensing Options	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 one, two or three year period as set out in the EE Large Business Price Guide available on request from EE or at <a href="http://www.ee.co.uk/business/terms">www.ee.co.uk/business/terms</a> .  Each Licensing Option will expire after the one, two or three year period unless the subscription is renewed by payment of the applicable charge as per Paragraph 4.1 below.  The Knox Configure Dynamic Licensing Option and Knox Configure Set-Up Licensing Option only are also available for a three year period as set out in the EE Large Business Price Guide available on request from EE or at <a href="http://www.ee.co.uk/business/terms">www.ee.co.uk/business/terms</a> .
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 Manage is compatible with any Mobile Device supporting Android L+, iOS 8+, or Windows 10.
3.5	End User License Agreement	<p>EE will only provide the Solution if the Customer has entered into an end user licence agreement with Samsung in the form set out at <a href="https://www.samsungknox.com/en/eula">https://www.samsungknox.com/en/eula</a> 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	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"> <li>(a) Samsung Mobile Devices registered on the Samsung Knox Enrolment Programme;</li> <li>(b) access to the Samsung Portal;</li> <li>(c) a Samsung Identifier; and</li> <li>(d) an internet connection.</li> </ul>
3.7	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.
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"> <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) 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;</li> <li>(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;</li> <li>(e) be responsible for the configuration and relevant technical infrastructure required to direct traffic through the Solution;</li> <li>(f) distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users’ access to the Solution;</li> <li>(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;</li> <li>(h) not allow any User specific subscriptions to be used by more than one individual User; and</li> <li>(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.</li> </ul>
5.2	Customer obligations specific to the E-FOTA One Licensing Option	<p>To enable EE to provide the E-FOTA One Licensing Option, the Customer shall (and shall procure that its Users shall):</p> <ul style="list-style-type: none"> <li>(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 E-FOTA policy under the E-FOTA One Licensing Option;</li> </ul>



		(b) sufficiently notify and guide its Users that Mobile Devices with 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 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, <b>Unauthorised Self Update</b> "), 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 earlier of the expiry of the Licensing Options if the Customer does not renew the subscription per Paragraph 3.2 above, or until EE or the Customer terminates this Solution 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 transferrable and do not cease if the Customer leaves EE with the exception of the following: <ul style="list-style-type: none"> <li>• Knox Configure Set-Up Licensing Option for 1 or 2 year Mobile Device; and</li> <li>• Knox Configure Dynamic Licensing Option for 1, 2 or 3 year Mobile Device.</li> </ul>
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 Licence 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, 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, E-FOTA Customer Data to the extent necessary to deliver the Solution and perform EE's obligations under this Agreement.
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		<p>By submitting and sending Customer Data and, if applicable, E-FOTA Customer Data through the Solution, the Customer grants to EE permission to process and transmit the Customer Data and, if applicable, E-FOTA Customer Data as necessary to deliver the Solution and perform EE’s obligations under the Agreement.</p> <p>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.</p>
8.2	Customer Data E-FOTA One	<p>If applicable, each 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 E-FOTA Customer Data, and/or the collection and use by EE or a Customer of the above E-FOTA Customer Data and sharing such E-FOTA Customer Data with Samsung, for the purposes of providing, enhancing and maintaining E-FOTA.</p> <p>The Customer shall provide explicit consent and ensure that Users provide explicit consent to the processing by EE and/or Samsung of the E-FOTA Customer Data.</p> <p>Solely with respect to E-FOTA, Customer Data means the following: Name of Customer, address of Customer, Customer contact information, Licensing Option, number of Licencing 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 “<b>E-FOTA Customer Data</b>”).</p>
8.3	Data Protection	<p>These terms are subject to the Samsung Knox for Enterprise GDPR Processing Annex. The Customer acknowledges and agrees that it is a Data Controller of any Personal Data processed by the Solution and that EE and/or its third party suppliers/Sub-Processor are authorised to process such Personal Data.</p>
8.4	Third Party Suppliers	<p>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 its third party supplier shall:</p> <ol style="list-style-type: none"> <li>observe the confidential nature of such information on terms that are no less onerous than those that apply to EE under the Agreement or Solution;</li> <li>process such Personal Data only for the purposes of providing the Solution to the Customer;</li> <li>apply appropriate technical and organisational measures to safeguard against any unauthorised access, loss, destruction of or damage to such Personal Data.</li> </ol>
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 <a href="http://www.ee.co.uk/business/terms">www.ee.co.uk/business/terms</a>, 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</p>



		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”
9.7	Limitations in respect of E-FOTA One Licensing Option	<p>The E-FOTA One 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, “<b>Limitations</b>”).</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 the Customer applying the Limitations to E-FOTA One Licensing Option to their Mobile Devices.</p>



## ANNEX

### Samsung Knox for Enterprise GDPR Processing Annex

#### 1. Subject Matter Of The Processing Of Personal Data

- 1.1 This Samsung Knox for Enterprise GDPR Processing Annex sets out the details regarding how Customer Personal Data is Processed when providing the Solution.

#### 2. Duration Of The Processing Of Personal Data

- 2.1 EE or its Sub-Processor will Process the Customer Personal Data for the Solution as set out in this Samsung Knox for Enterprise GDPR Processing Annex for as long as EE provides the Solution and for as long as EE may be required to Process the Customer Personal Data in accordance with Applicable Law.

#### 3. The Nature And Purpose Of The Processing Of Personal Data

- 3.1 The nature and purpose of the Processing of Customer Personal Data by EE includes sharing Customer Personal Data with Samsung for the enrollment of the customer's Samsung Mobile Device on the Samsung Portal and procuring the appropriate Licensing Option(s).
- 3.2 Once the Customer has access to the Samsung Portal the Customer is bound by the terms of the EULA referred to in Paragraph 3.5 above of the Solution Terms.

#### 4. Types Of Personal Data and Categories of Data Subjects

- 4.1 The types of Customer Personal Data Processed by EE or its Sub-Processors or the Customer may be:
- a. name;
  - b. email address;
  - c. address;
  - d. telephone number.
  - e. Mobile Device model;
  - f. Samsung Knox product license key;
  - g. Samsung Customer identification;
  - h. Mobile Device IMEI/MAC Address; and
  - i. Samsung Knox Container ID and Activation Time for Container.

This list is not exhaustive as the Customer will specify what Customer Personal Data is Processed.

- 4.2 The Customer Personal Data may concern the following categories of Data Subjects:
- a. the Customers Users;
  - b. the Customer's employees, directors and contractors; and
  - c. any Data Subject (as controlled by Customer).

This list is not exhaustive as the Customer will specify what Customer Personal Data is Processed.