

Solution Terms for Mobile Device Management (formerly known as Mobile Device Management from Orange)



1. Interpretation

1.1 The Mobile Device Management Solution (referred to in these Solution Terms as "**Mobile Device Management**" or 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 the compatible device 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 comprising of the Virtual Smartphone Platform (VSP) software and the Sentry software (as described in the Mobile Device Management Solution Description) provided by EE under this Solution.
End User	Means an individual that uses a Managed Device.
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.
Managed Device	Means a Device managed using the Device Management Software or the Hosted Mobile Device Management Software.
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 MobileIron End User Licensed Software Agreement, a copy of which is at Annex 2 of the Solution Description.
3.2	Solution Requirements	<ol style="list-style-type: none"> 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 (the Administration Portal). 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.
3.3	EE Obligations	<ol style="list-style-type: none"> 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 within 180 days of the date of this Agreement, EE will use reasonable endeavours to procure the remedy of the defect from the Device Management Software and/or Client Software developer. EE will provide the Customer with all necessary End User documentation and technical guides to enable use of the Device Management Software.

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4. Charges

4.1	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.
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5. Customer Obligations

5.1	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.
5.2	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.
5.3	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.

6. Data Protection

6.1	Third-Party Processing	The Customer acknowledges that the Customer's and User's Personal Data (as defined in section 1(1) of the Data Protection Act 1998) will be Processed by Mobile Iron Inc. in Germany, or such other country within the European Economic Area as Mobile Iron Inc. 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 Mobile Iron Inc.
6.2	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 Mobile Iron Inc. The Customer shall not contact Mobile Iron directly.

7. Term and Termination

7.1	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
7.2	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.
7.3	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.
7.4	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. 10, 25, 50 or 100 except the Customer shall be required to maintain a minimum number of 100 licences at any one time. 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.
7.5	Termination of End User Licence Agreement	If the End User Licence Agreement is terminated, this Solution shall also terminate. Provided the End User Licence 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.

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7.6	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>Customer shall pay EE the following Termination Charges in accordance with the Agreement upon early cancellation of a Licence Bundle: Appropriate Licence Bundle monthly Charge x number of months remaining in the Solution Minimum Connection Period.</p>
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8. Technical Support

8.1	Technical Support	Technical Support is provided with this Solution as described in the Solution Description.
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9. Solution Restrictions and Limitation of Liability

9.1	Restrictions	<ol style="list-style-type: none">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.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.
9.2	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.
9.3	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, mis-use or malfunction of equipment or services) and EE shall have no liability to the Customer in these circumstances.