

SPECIFIC CONDITIONS M1 – MOBILE DEVICE MANAGEMENT SERVICES

These Specific Conditions govern the MDM Services that may be provided by the Company under an Order Form, together with any other document or terms and conditions referred to in the Order Form including but not limited to the General Terms & Conditions for the Supply of Products and/or Services (the “**Conditions**”), which shall be deemed to be incorporated into the Contract for the performance of any MDM Services performed under these Specific Conditions.

1 DEFINITIONS

1.1 Capitalised terms used in these Specific Conditions shall have the following meanings for the purposes of these Specific Conditions only:

“API”	means application programming interface, which is a set of functions and procedures allowing the creation of applications that access the features or data of an operating system, application, or other service;
“APNS Certificates”	means Apple push notification service certificates, which are required for push notification functionality used by some mobile apps;
“Change”	has the meaning given to it in Specific Conditions X3 – Standard Operational Services;
“Change Management”	has the meaning given to it in Specific Conditions X3 – Standard Operational Services;
“EMM Platform”	means the enterprise mobility management platform identified on the Order Form (such as Microsoft Intune or IBM MaaS360) that is provided by a third party Vendor as software as a service (SaaS) and is used as the environment for the MDM Services;
“Estate”	means all of the MDM Supported Devices that are enrolled onto the EMM Platform and that therefore collectively form the Customer’s mobile estate in respect of the MDM Services;
“Estate Management”	means the Services provided by the Company in respect of the Estate in accordance with paragraph 4.3;
“Event”	has the meaning given to it in Specific Conditions X3 – Standard Operational Services;
“Event Management”	has the meaning given to it in Specific Conditions X3 – Standard Operational Services;
“Excepted Matters”	means as defined in paragraph 7.1;
“Incident”	has the meaning given to it in Specific Conditions X3 – Standard Operational Services;
“Incident Management”	has the meaning given to it in Specific Conditions X3 – Standard Operational Services;
“MDM Services”	means the mobile device management Services provided by the Company in respect of the EMM Platform and MDM Supported Devices in accordance with these Specific Conditions;
“MDM Supported Devices”	means the devices and equipment identified as MDM Supported Devices in the Order Form together with such other devices and equipment that may be enrolled onto the EMM Platform from time to time in accordance with these Specific Conditions;
“Microsoft”	means Microsoft Corporation and its affiliates;
“Microsoft OS”	means the Microsoft Windows operating system, which is the operating system software that manages the Customer’s computer hardware and software resources and provides common services for software and computer programs to run on the hardware;
“Patch”	means a component of software to fix issues or update computer software or its supporting data;
“Platform Management”	means the Services provided by the Company in respect of the EMM Platform in accordance with paragraph 4.2;
“Service Desk”	has the meaning given to it in Specific Conditions X3 – Standard Operational Services; and
“Service Request”	has the meaning given to it in Specific Conditions X3 – Standard Operational Services.

1.2 All other capitalised terms used in these Specific Conditions that are not defined in paragraph 1.1 have the meanings stated in the Conditions.

2 COMMENCEMENT DATE

2.1 The Commencement Date of the MDM Services shall be the date specified as such in the Order Form or, if no date is specified, the date on which the Company commences provision of the MDM Services to the Customer.

3 MINIMUM TERM

3.1 The Minimum Term shall be the Minimum Term for the MDM Services as set out in the Order Form or, if no Minimum Term is specified, 12 (twelve) calendar months from the Commencement Date of the MDM Services.

4 MDM SERVICES

4.1 Enrolment

The Company will upon notification by the Customer administer enrolment requests for the MDM Supported Devices onto the EMM Platform in accordance with the enrolment management configuration agreed with the Customer.

4.2 Platform Management

Platform Management is delivered in conjunction with the relevant Vendor support agreement for the EMM Platform. As part of the Platform Management, the Company will:

- 4.2.1 respond to Incidents in respect of EMM Platform in accordance with the Company’s Incident Management process;
- 4.2.2 provide remote support relating to configuration and functionality of the EMM Platform, including updates to the EMM Platform to help address stability issues or performance or functionality bugs or errors;
- 4.2.3 implement Changes in respect of the Device Management Platform in accordance with the Company’s Change Management process, including providing the relevant technical expertise to implement Change execution; and
- 4.2.4 notify the Customer of alerts generated by any monitoring of the MDM Supported Devices.

4.3 Estate Management

Where specified on the Order Form, that the Company will provide Estate Management in addition to Platform Management, the Company will:

- 4.3.1 act on any alerts generated by monitoring of the MDM Supported Devices either by performing pre-agreed automated functions in respect of the relevant MDM Supported Device or notifying the Customer of any such alerts that requires action to be taken that is not automated;
- 4.3.2 provide Change Management relating to the policies in the MDM Supported Devices subject to paragraph 5 (Fair Use) together with the relevant technical expertise to implement an agreed Change;
- 4.3.3 upload APNS Certificates as provided by the Customer and monitor APNS Certificates and provide notification of expiry to the Customer; and
- 4.3.4 at the Customer’s request perform remote device actions (including but not limited to locate a device, remote lock and/or remote wipe) as agreed with the Customer. The relevant device actions available depend on the EMM Platform used and the chosen configuration.

4.4 MACs

The Company will provide Change Management relating to the configuration and management of the EMM Platform, subject to paragraph 5 (Fair Use).

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5 FAIR USE

- 5.1 All MDM Services are provided subject to reasonable and fair use, as determined by the Company in accordance with paragraph 5.2 below and do not include requests for basic product training or technical consulting.
- 5.2 Change Management, provided as part of the MDM Services, is provided subject to the following 'fair use' parameters and assumes that there is no requirement for any change in configuration or design change to the EMM Platform:

Ref	Service	Service Variant	Estate Size	Average Changes Per Annum	Average Time per Change
4.3	Estate Management	Change policy assignment	50 - 250 devices	8	30 minutes
			251 - 500 devices	12	
			501 - 750 devices	16	
			751 - 1000 devices	20	
			1001+ devices	22	
		Changes to user group	50 - 250 devices	8	30 minutes
			251 - 500 devices	12	
			501 - 750 devices	16	
			751 - 1000 devices	20	
			1001+ devices	22	
		Configure and update device restrictions & security settings	50 - 250 devices	6	30 minutes
			251 - 500 devices	10	
			501 - 750 devices	15	
			751 - 1000 devices	20	
			1001+ devices	25	
		Changes to Compliance policies	50 - 250 devices	5	30 minutes
			251 - 500 devices	8	
			501 - 750 devices	10	
			751 - 1000 devices	12	
			1001+ devices	14	
		Configure and update profile settings (Wi-Fi, Active sync)	50 - 250 devices	4	30 minutes
			251 - 500 devices	6	
			501 - 750 devices	8	
			751 - 1000 devices	10	
			1001+ devices	12	
		Addition or changes of expense plan (relevant to the IBM MaaS360 EMM Platform Only)	50 - 250 devices	5	30 minutes
			251 - 500 devices	8	
			501 - 750 devices	10	
			751 - 1000 devices	12	
			1001+ devices	14	
		Add and remove applications (bulk release)	50 - 250 devices	4	30 minutes
			251 - 500 devices	8	
			501 - 750 devices	12	
			751 - 1000 devices	16	
			1001+ devices	20	
		Configure and update app profiles and security settings	50 - 250 devices	4	30 minutes
			251 - 500 devices	6	
			501 - 750 devices	8	
			751 - 1000 devices	10	
			1001+ devices	12	

6 CUSTOMER OBLIGATIONS

- 6.1 The Customer will provide or otherwise comply with the following obligations set out in this paragraph 6.1, which are Customer Obligations for the purposes of this Contract:
- 6.1.1 maintaining an active email address destination for the Company to direct all automated notifications in respect of the MDM Services;
 - 6.1.2 acting on alerts generated by the monitoring of the MDM Supported Devices that have been notified to the Customer and that require action to be taken that is not automated; and
 - 6.1.3 engaging promptly with the Company following an alert notification to provide the relevant approval or request for the Company to perform appropriate remote device actions through the EMM Platform (including but not limited to locate a device, remote lock and/or remote wipe). The relevant device actions available depend on the EMM Platform used and the chosen configuration.

7 EXCLUSIONS FROM THE SERVICES

- 7.1 The following are excluded from any MDM Services provided under these Specific Conditions (the “**Excepted Matters**”):
- 7.1.1 support for mobile device operating systems (for example Android, iOS);
 - 7.1.2 support or performance management of any Customer specific applications on the MDM Supported Devices;
 - 7.1.3 the cost of providing any software license renewals or security certificate renewals, including unless otherwise expressly provided in this Contract the EMM Platform;
 - 7.1.4 where the configuration of additional reporting is specified the Order Form, any ongoing support and management of those reports and/or any operational responses based on the output of those reports;
 - 7.1.5 any responsibility for or performance management of the third party Vendor of the EMM Platform and the Customer acknowledges and agrees in this respect that the Company will take on the responsibility of passing the relevant information to the third party Vendor but the Company cannot manage that Vendor's responsibilities;
 - 7.1.6 save as otherwise expressly stated to be provided by the Company under this Contract for the MDM Supported Devices, any remedial action required in respect of any MDM Supported Devices, including fixing any faults or otherwise repairing, maintaining or replacing any of the MDM Supported Devices due to hardware or software application failures;
 - 7.1.7 save as otherwise expressly stated to be provided by the Company under this Contract, any other supporting services used to provide the MDM Services (including but not limited to network services, mobile network and/or Wi-Fi);
 - 7.1.8 save as otherwise expressly stated to be provided by the Company under this Contract, direct contact from End Users and the Customer acknowledges and agrees in this respect that the Company's Service Desk will expect to liaise with the Customer Representatives only, with such Customer Representatives acting on behalf of their End Users;
 - 7.1.9 executing any Service Request that is outside of the capability of the EMM Platform;
 - 7.1.10 fixing any fault with the EMM Platform for which a patch, fix or update is required from the relevant Vendor but has not yet been made available by the applicable Vendor;
 - 7.1.11 in respect of Patching, the investigation of issues, End User licensing agreements and/or Vendor escalations, which remain the responsibility of the Customer;
 - 7.1.12 alerting or reporting on any parameter outside the capability of the EMM Platform; and
 - 7.1.13 rectification of any issue due to the Customer making a change within the EMM Platform, if the Customer has such access.
- 7.2 The provision of MDM Services is wholly dependent on the EMM Platform availability from the Vendor.

8 CHARGES

- 8.1 The Charges for the MDM Services are as set out in the Order Form.
- 8.2 Unless otherwise provided in the Order Form the Charges for the MDM Services will be invoiced monthly in advance.
- 8.3 The Company may, in its sole and absolute discretion, agree to provide some of the Excepted Matters as additional Services and in doing so, will be entitled to charge the Customer for the same by levying additional Charges on a time and materials basis in accordance with the Company's then current rates. The Company's performance in relation to responding to and/or otherwise providing such additional Services in accordance with this paragraph 8.3, will not be counted in relation to its achievement or otherwise of the Service Levels for the MDM Services. Such additional Services will be performed during Normal Working Hours, unless otherwise agreed in writing by the Company.

9 SERVICE LEVELS

- 9.1 Subject to paragraph 9.2, the Company will provide the MDM Services in accordance with the Service Levels set out in Specific Conditions X3 – Standard Operational Services.
- 9.2 The Company will provide the MDM Services in accordance with any relevant Service Levels identified in the Order Form.