

# Samsung Enterprise Editions Terms and Conditions



## 1. Interpretation

Samsung Enterprise Editions is provided in accordance with the Customer's Agreement with EE and the EE General Terms and Conditions for Business Customers.

## 2. Definitions

The definitions set out in the General Terms and Conditions for Business Customers apply to these Terms except as amended below:

"Account Development Contact"	The EE nominated point of contact for account development. This nominated contact may change from time to time as required by EE.
"Business Hours"	Working Day, 9:00am to 5:00pm.
"Compatible Device"	A compatible Device that is suitable for use with Samsung Enterprise Editions, an up to date list of which can be obtained from EE on request.
"E-FOTA"	Samsung End User Licensed Software that enables updates on firmware on Compatible Devices for simple operating system ("OS") version control on mobile device management.
"Enhanced Support"	Services provided by Samsung as part of Samsung Enterprise Editions as more fully set out in the Agreement.
"EULA"	End User licence agreement for the End User Licensed Software.
"Extended Market Availability"	Compatible Device availability from 1 <sup>st</sup> market launch for a defined period of time from the launch of the Compatible Device.
"Knox Configure"	Samsung End User Licensed Software that enables remote configuration and customisation of a large number of Compatible Devices.
"MDM"	Mobile device management.
"Samsung"	Samsung Electronics Co. Ltd., a company existing under the laws of the Republic of Korea with its place of business at 129 Samsung-ro, Yeongtong-gu, Gyeonggi-do, Korea.
"Samsung Enterprise Editions"	A comprehensive package of Samsung products and services supported by EE Network which includes a Compatible Device, Knox Configure, E-FOTA, four years of security patches, Extended Market Availability and Enhanced Support.
"Samsung Knox"	The portal for access to the Samsung mobile security platform provided for Compatible Devices, including Knox Configure and E-FOTA.

## 3. Samsung Enterprise Editions

3.1	Offering	<p>3.1.1 Provided that the Customer has purchased a Compatible Device and Service Plan from EE and the Customer has accepted the EULA, the Customer will register the Compatible Devices with Samsung Knox to benefit from Samsung Enterprise Editions as follows:</p> <p>a) Choice of Compatible Devices:</p> <ul style="list-style-type: none"><li>i) flagship: offering best performance and productivity</li><li>ii) mid-tier: targeted for large scale deployments; and</li><li>iii) rugged: to meet field force durability needs and extreme conditions</li></ul> <p>Further details of Compatible Devices are available at request from EE.</p> <p>b) Knox Configure that enables advanced customisation for Customers to remotely configure Compatible Devices in bulk and to tailor them to the Customer's specific needs for profiles, settings, restrictions, applications ("Apps") and other content. Customers will be able to remotely access Samsung End User Licensed Software as part of Samsung Enterprise Editions to remotely take advantage of all the functionality within Knox Configure for:</p> <ul style="list-style-type: none"><li>i) out of the box setup including:</li></ul>
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- o bulk enrolment;
    - o simple setup;
    - o default setting changes e.g. change a wide range of Compatible Device settings at a granular level and take full control of corporate liable Compatible Devices by:
      - restricting settings;
      - dynamically updating Apps and configurations; and
      - restricting features such as camera, microphone etc.
  - ii) rebranded software:
    - o customise boosting User experience design (“UX”); and
    - o customise your home screen e.g. promote and embed your company brand onto the Compatible Device.
  - iii) purpose built appliance:
    - o specialise system UX; and
    - o professional kiosk mode.
  - iv) advanced Compatible Device configuration:
    - o connectivity settings; and
    - o dynamic updates.
- c) E-FOTA forms part of the Samsung End User Licensed Software provided to the Customer as part of Samsung Enterprise Editions to remotely update firmware on Compatible Devices for simple OS version control on E-FOTA on MDM. E-FOTA also provides capability for:
  - i) forced update which includes:
    - o unified OS version on every Compatible Device; and
    - o updates without End User interaction.
  - ii) selective OS version which includes:
    - o the ability to choose and stay on a qualified OS version to ensure business continuity.
  - iii) time control which includes:
    - o the ability to schedule and update time and date to minimise interruption.
- d) Security patches are provided directly by Samsung for up to four years that allow the Customer to have Compatible Device security updates conveniently accessible through MDM.
- e) Enhanced Support covers the Compatible Device for functional failure (damage cover can be purchased separately). Enhanced Support includes three years of support enhancements, on-boarding and telephone and web remote support as follows:
  - i) 24/7 support which includes:
    - o specialist mobile technical support;
    - o remote Compatible Device diagnostics and problem-solving; and
    - o personalised set-up call.
  - ii) fast swap Service which includes:
    - o identical A-grade gold stock replacement for every broken Compatible Device;
    - o battery replacement;
    - o data wipes; and
    - o courier collect and return pick-up service.
  - iii) optional repairs via the Samsung van which includes:
    - o repairs at your front door (“Van Repair”);
    - o if your Compatible Device is not able to be repaired, the Customer will use the process set out below to obtain a replacement Compatible Device;
    - o optional repairs set out above are not available in all areas in the UK and the Customer will in the first instance contact EE to:
      - aa) report a faulty Compatible Device;
      - bb) EE will run diagnostics tests, and if the Compatible Device is deemed faulty, EE will advise the Customer if Van Repair is available as an option;
      - cc) if Van Repair is available as an option, the Customer will receive a communication with an online link by email or text from Samsung



		<p>directly to process the repair subject to Samsung terms and conditions provided to the Customer upon request; and</p> <p>dd) if Van Repair is not available, the Customer will arrange a replacement Compatible Device through the EE 2<sup>nd</sup> line support set out below.</p> <p>3.1.2 In accordance with clause 24 of the General Terms and Conditions for Business Customers, use of the End User Licensed Software is subject to the Samsung Knox EULA available at <a href="https://www.samsungknox.com">https://www.samsungknox.com</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://samsungknox.com/en/privacy-policy">https://samsungknox.com/en/privacy-policy</a>) at point of installation of End User Licensed Software on a Compatible Device.</p> <p>3.1.3 The Customer enters into the EULA for the Customer's 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 by the Customer or Samsung as such loss or damage will not be enforceable against EE.</p>
3.2	No Warranties	<p>3.2.1 EE makes no representation that the operation of the End User Licensed Software, Samsung Knox and any security patches will be uninterrupted, available or error free or that any specific requirement that the Customer may have requested will be met.</p> <p>3.2.2 The End User Licensed Software, Samsung Knox and the security patches are provided to the Customer by Samsung directly 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.</p> <p>3.2.3 EE will not be responsible for any delay or disruption to Samsung Enterprise Editions if the fault or failure is directly or indirectly, wholly or partly attributable to the Customer.</p>
3.3	Customer Obligations	<p>3.3.1 The Customer will (and will procure that its Users will):</p> <ol style="list-style-type: none"> <li>a) comply with the Customer's obligations set out in herein and in the General Terms and Conditions for Business Customers;</li> <li>b) follow agreed processes for:             <ol style="list-style-type: none"> <li>i) the reporting and escalation of Service-affecting faults; and</li> <li>ii) the management of the Services and Equipment;</li> </ol> </li> <li>c) provide sufficient and detailed information to enable EE to carry out root cause analysis and any follow up information that is reasonably required;</li> <li>d) respond to any requests from EE for information in a timely manner;</li> <li>e) assist EE with the identification and diagnostics of Service related faults;</li> <li>f) ensure all Devices returned to EE are unlocked;</li> <li>g) participate in any regular reviews held by the Account Development Contact to review the account and provide feedback, including:             <ol style="list-style-type: none"> <li>i) performance compliance;</li> <li>ii) Service development opportunities;</li> <li>iii) technical issues;</li> <li>iv) planned maintenance;</li> <li>v) network improvements;</li> <li>vi) Service improvements;</li> <li>vii) exception reporting;</li> <li>viii) communication;</li> <li>ix) feedback through EE's scorecard; and</li> <li>x) business benefits from EE's Network and Services.</li> </ol> </li> </ol> <p>3.3.2 The Customer will:</p> <ol style="list-style-type: none"> <li>a) distribute information to Users about Samsung Enterprise Editions and how it operates;</li> <li>b) be responsible for the correct installation of the End User Licensed Software on the Compatible Devices;</li> <li>c) cascade any EE Service notices to the appropriate Users in a timely manner;</li> <li>d) notify EE at least five Working Days in advance of any planned works that the Customer will carry out that will or may affect the operation of the Services. The Customer will give EE at least five Working Days' notice of any planned works that will or may affect operation of the Service. EE may suspend the Service during the planned works where it reasonably considers the works to be of a nature that may affect or compromise the performance of the Network;</li> </ol>



		<ul style="list-style-type: none"> <li>e) appoint a Customer Representative in relation to Samsung Enterprise Editions and shall notify such Customer Representative to EE in writing on or before the Service Commencement Date; and</li> <li>f) the Customer will provide 1<sup>st</sup> line support via an internal helpdesk to the Customer's Users, during Business Hours, to allow EE to meet any Service obligations.</li> </ul>
3.4	Suspension	In addition to EE's rights as set out in clause 19 of the General Terms and Conditions for Business Customers at <a href="http://www.ee.co.uk/businesssterms">www.ee.co.uk/businesssterms</a> , EE may suspend Samsung Enterprise Editions or any portion thereof for any failure by the Customer to fulfil its material obligations under the Agreement.
3.5	Term	Samsung Enterprise Editions is available from date of purchase for a period of up to four years. If the Service Plan terminates or the Customer moves the Compatible Device to a different provider, Samsung Enterprise Editions will continue to be provided for such Compatible Device directly from Samsung subject to Samsung terms and conditions.
3.6	Charges	Charges for Samsung Enterprise Editions are part of the Compatible Device cost and do not form part of any Minimum Spend under the Agreement.

## 4. Samsung Enterprise Editions Support

4.1	Business Class Service	<p>4.1.1 In addition to Enhanced Support set out above in 3.1.1 (e), EE provides the Business Class Service for Large Business Customers ("Business Class Service") subject to the eligibility criteria as an inclusive benefit to business Customers:</p> <ul style="list-style-type: none"> <li>a) in-life support is provided by EE to the Customer's IT helpdesk and the Customer shall provide support for their End Users: <ul style="list-style-type: none"> <li>i) 1<sup>st</sup> line support should be through the Customer's standard EE support number; and</li> <li>ii) 2<sup>nd</sup> line support will be provided by the specialised technical support team who will be trained to support MDM.</li> </ul> </li> <li>b) the Customer's IT helpdesk or technical point of contact shall notify EE by telephone as soon as possible if a partial or total loss of Service occurs and to provide written notification / further information / further assistance as reasonably required.</li> <li>c) fault response times commence from the time the Customer has properly notified and logged a fault to EE and EE has identified the source of the fault ("Incident Acceptance"). EE will use reasonable endeavours to provide Incident Acceptance within two hours of notification of the fault by the Customer.</li> </ul>
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## 5. Samsung Enterprise Editions Customer Experience

5.1	Customer Set-Up	<p>5.1.1 <u>Orders</u>: Customers can place an order for Samsung Enterprise Editions by contacting the Customer's EE account manager and placing an order for Samsung Enterprise Editions. The Customer may request assistance and advice from an EE technical support agent on how to set up Samsung Enterprise Editions, create profiles and upload Compatible Devices.</p> <p>5.1.2 <u>Licence registration</u>: after the Customer has placed the Initial Order, the Customer may register for a <a href="http://samsungknox.com">samsungknox.com</a> account at <a href="https://www.samsungknox.com">https://www.samsungknox.com</a>, click on 'apply now' on the Samsung Enterprise Editions dashboard, upload proof of purchase and submit to apply for the End User Licenced Software.</p> <p>5.1.3 <u>Knox Configure registration</u>: after successful licence registration, the Customer may register for Knox Configure registration at <a href="http://samsungknox.com">samsungknox.com</a> by clicking on the Knox Configure tab. Customers should check firewall exemptions to ensure they can deploy profiles correctly. Knox Configure licences may take up to 72 hours to be issued.</p> <p>5.1.4 <u>Support links</u>: support links are available from EE at request or may be found at <a href="https://docs.samsungknox.com/KC-Getting-Started/Content/get-started.htm">https://docs.samsungknox.com/KC-Getting-Started/Content/get-started.htm</a></p>
5.2	Fair Use Policy	<p>5.2.1 The Customer acknowledges and agrees that provision of Enhanced Support is for genuine repairs only.</p> <p>5.2.2 If the number of repair incidents from one Customer exceeds the average % of repairs of all Samsung customers (pro-rated based on the Customer's size) by more than 50%, then EE reserves the right to terminate Samsung Enterprise Editions on 14 days' written notice and or indefinitely suspend the provision of the aspect of Samsung Enhanced Editions which EE acting reasonably suspects of being abused.</p>



		5.2.3 EE will raise any such issues with the Customer within a reasonable time prior to exercising its remedies hereunder and will not act without first consulting with the Customer and discussing whether other solutions may be available which might reduce the instance of damage in the Customer's fleet of Compatible Devices.
5.3	Exclusions	<p>5.3.1 The Customer may not benefit from Samsung Enterprise Editions in the event that a Compatible Device is subject to any of the following issues:</p> <ul style="list-style-type: none"> <li>a) physical damage to the Compatible Device;</li> <li>b) issues caused by the use of any Customer Equipment or repair of issues caused by or generated by Customer Equipment;</li> <li>c) any faults that arise from incorrect installation, environmental conditions or non-conformance to Samsung installation or usage guidelines;</li> <li>d) any issues related to the Compatible Device's interaction with a network, issues with content on the Compatible Device or software configuration;</li> <li>e) any perceived issues related to standard settings or functions that are unconfirmed as true functional failures;</li> <li>f) repair or replacement of parts due to normal wear and tear (including battery decline due to natural deterioration of the battery unit, screen damage/scuffs and screen burns); and</li> <li>g) repair of any faults caused as a result of storage or handling of the Compatible Device by the Customer.</li> </ul>
5.4	Event Charges	<p>5.4.1 The Customer may be charged additional charges for event breaches. An event breach is when the Customer fails to fulfil a responsibility as set out below:</p> <ul style="list-style-type: none"> <li>a) where the fault to the repaired Compatible Device is found, upon inspection, to have been deliberately caused by the Customer, then a Compatible Device replacement charge is applied to the Customer; or</li> <li>b) where fair usage policy limitations are breached, the Customer will be contacted to agree a way to provide the balance of Samsung Enhanced Editions minus the Service element being breached.</li> </ul>

## 6. Data Protection

6.1	Data Protection	<p>6.1.1 These terms and conditions are subject to the EE GDPR Processing Annex as may be updated from time to time: <a href="http://www.ee.co.uk/business/terms">www.ee.co.uk/business/terms</a>. The Customer acknowledges and agrees that it is a Data Controller of any Personal Data processed under the terms and conditions and that EE and/or its Sub-Processor are authorised to process such Personal Data.</p> <p>6.1.2 Customer Personal Data will include international mobile equipment identity ("IMEI") or media access control ("MAC") address, model description of mobile devices ("MDMD"), Android OS version, build number, mobile country code ("MCC"), mobile network code ("MNC"), CSC code or country ISO code.</p> <p>6.1.3 In addition, the Customer as part of the registration process for Samsung Enterprise Editions will be subject to the Samsung Privacy Policy for the provision of Samsung Enterprise Editions.</p>
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