

SERVICE SCHEDULE – SAMSUNG KNOX SOLUTIONS (LICENSE ONLY)

The following terms and conditions apply to the provision of the Samsung Knox Solutions Services.

1 DEFINITIONS AND INTERPRETATION

1.1 In this Service Schedule, in addition to those terms set out in the General Conditions, the following terms and expressions apply:

TERM / EXPRESSION	MEANING
“Device”	means a portable, wireless connected (cellular and/or Wi-Fi) phone, tablet or watch manufactured by Samsung, as the context requires;
“EMM”	means a mobility management technology, solution or service for business customers;
“Initial License Base”	means the initial number of Licences purchased by the Customer as their first base License purchase, of an individual Samsung Knox Solution;
“Knox Configure (KC)”	means the Samsung Knox Solution that allows the Customer to remotely configure Samsung phones and tablets in bulk, and tailor them to specific needs; Offering the ability to customise devices with unique profiles, settings, restrictions, apps, and other content. Knox Configure is available in both ‘Setup’ or ‘Dynamic’ variants;
“Knox Enterprise Firmware-Over-The-Air / Knox E-FOTA (E-FOTA)”	means the Samsung Knox Solution that allows the Customer to manage firmware versions on Samsung phones and tablets and deploy the latest security patches on a controlled schedule. Updates can be tested before deployment, ensuring compatibility between in-house apps and new operating system versions. Knox Enterprise Firmware-Over-The-Air is available in ‘ONE’ or ‘MDM’ variants;
“Knox Manage (KM)”	means the Samsung Knox Solution that allows the Customer to remotely manage and configure Samsung Device settings, without any system integration;
“Knox Platform for Enterprise (KPE)”	means the Samsung Knox Solution that allows the Customer to manage and secure Samsung Devices
“Knox Suite”	means the inclusive, single license key, bundle of Knox Platform for Enterprise + Knox Manage + Knox E-FOTA ONE;
“Licence Key”	means the specific key to unlock and provide the trial or purchased Samsung Knox Solution(s);
“Licence Only”	means the method of sale of Licences for Samsung Knox Solutions under this Agreement, whereby O2 shall provide the Licence key to the Customer and the Customer shall agree to the Licence terms hosted by Samsung on the internet relating to the use of such Licences, including any usage or service related queries;
“License”	means a license granted by Samsung that allows the Customer (and an End User as applicable) to use the associated Samsung Knox Solution, subject to the terms relating to such Samsung Knox Solution;

TERM / EXPRESSION	MEANING
“Licensed Services”	means any Samsung Knox Solution; purchased by the Customer under this Agreement;
“MDM”	means a mobile device management technology, solution or service that allows the Customer to manage its mobile device estate;
“Samsung Account”	means the Samsung created account, following registration by the Customer with Samsung, which provides the Customer access to the Samsung Knox Web Portal;
“Samsung Knox Solution”	collectively means the mobile cloud based solutions provided by Samsung; Knox Platform for Enterprise (Seat), Knox Manage (Seat), Knox Configure (Setup-Device), Knox Configure (Setup-Staggered) Knox Configure (Dynamic-Device), Knox Configure (Dynamic-Seat), Knox Enterprise Firmware-Over-The-Air (ONE-Seat), Knox Enterprise Firmware-Over-The-Air (MDM-Seat), Knox Enterprise Firmware-Over-The-Air (Upgrade-Seat), Knox Suite (Seat), all of which are provided by O2 on a Licence only basis;
“Samsung Knox Web Portal”	means the Customer facing, management portal on the internet, as provided by Samsung for deployment and management of the Samsung Knox Solutions service components;
“Samsung”	means Samsung Electronics (UK) Limited;
“Seat”	means a unique Device utilising a License;
“Staggered Licence”	means a Licence that only commences upon Customer elected and triggered activation;
“Term Extension”	means an extension to the Licence term for any applicable Licences for an existing Samsung Knox Solution;
“Trial License Key”	means a Licence Key provided to the Customer by Samsung, or a reseller, for the purpose of trialling Samsung Knox Solutions which may be converted to a commercial Licence Key under this Agreement; and
“Top-up Licenses”	means Licenses for any applicable Samsung Knox Solution purchased after the Licenses purchased as part of the Initial Licence Base.

2 SERVICE COMMENCEMENT

- 2.1 The Service Commencement Date for the purchased Samsung Knox Solution Service shall be;
- for a Device License or Seat License, the date allocated and attributed to the License Key, which will be either the date of O2 processing, the day following O2 processing, or a Customer elected date of commencement (as agreed by the parties); or
 - for Staggered Licenses, the date each individual Device is activated against the License Key by the Customer.

3 SAMSUNG KNOX SOLUTIONS SERVICE DESCRIPTION

- 3.1 The Samsung Knox Solutions Service is the sale of Samsung Knox Solutions Licenses by O2, as an approved and appointed Samsung Knox License reseller.
- 3.2 O2 shall process the Customer order and Licenses, in the form of License Keys, shall be delivered directly by Samsung to the Customer via e-mail to a nominated Customer contact.

- 3.3 O2 does not have access to, and cannot manage or support the Customer's Samsung Knox Web Portal, individual Licensed Service management portals, or any associated device MDM/EMM services, assignments or additional Device management settings. These are the sole responsibility of the Customer.
- 3.4 The Customer acknowledges and accepts that:
- a) O2 is providing the Service on a Licence Only basis and, as such, O2 has no liability beyond the delivery of the Licence Key to the Customer. Appendix A to this Serviced Schedule includes links to relevant internet pages, hosted by Samsung, which include details of the Samsung Knox Solutions, including any exclusions, prerequisites and limitations; and
 - b) the content and location of any internet links in Appendix One (or elsewhere in this Service Schedule) is owned and managed by Samsung and is subject to change.

4 CUSTOMER OBLIGATIONS

- 4.1 The Customer authorises O2 to share the following information with Samsung for the purpose of providing the Service:
- a) Customer business name and address details;
 - b) Customer email address(es) for delivery of the License Keys;
 - c) Customer purchase order number(s);
 - d) order date and Service Commencement Date(s);
 - e) Licence type, volume, term;
 - f) existing Customer License Key details (if applicable); and
 - g) any other such reasonable information as may be required by Samsung to allow O2 to provide the Service.
- 4.2 Customer must, prior to purchasing the Service from O2;
- a) enrol with Samsung to obtain a corporate Samsung Account and subsequent access to a Samsung Knox Web Portal, which will allow the Customer to deploy and manage the Samsung Knox Solutions Licences;
 - b) as part of such enrolment, review and agree to all associated Samsung Account, Samsung Knox Web Portal and Samsung Knox Solutions service and privacy terms, including the Samsung Account, Samsung Knox Web Portal terms of use, Samsung Knox privacy policy and all associated Samsung Knox customer terms and conditions and individual license type end user licence agreements (EULA's); and
 - c) review and ensure that where required, a compatible MDM application and license is utilised from a compatible MDM provider. Samsung may, at a future date, provide a compatible MDM application but there shall be no obligation on the Customer to use such Samsung application.
- Details of the policies and requirements within this paragraph 4.2 can be found on the internet, and links are provided in Appendix One to this Service Schedule.
- 4.3 To facilitate the provision of Top-up Licenses and/or Term-Extension License requests, where an existing License Key was purchased from a reseller, other than O2, the Customer grants O2 permission to instruct Samsung, and for Samsung to migrate the existing License Key away from such other reseller to the reseller control of O2.
- 4.4 To facilitate the conversion of an existing Trial License Key, obtained from Samsung directly or a reseller other than O2, to a Licence Key, the Customer grants O2 permission to instruct Samsung, and for Samsung to migrate the existing Trial License Key away from Samsung or such other reseller (as applicable) to the reseller control of O2.
- 4.5 The Customer shall, prior to returning any Device that has an active License for any Samsung Knox Solution back to O2:
- a) disable all factory reset protection (FRP) controls;

- b) remove all Device activation locks, including any Device manufacturer, device operating system, hardware, software or MDM/EMM activation locks;
 - c) delete the device from the Samsung Knox mobile enrolment service (KME), if applicable; and
 - d) remove any Samsung Knox Solutions Licenses that are assigned to the Device.
- 4.6 Failure to adhere to any of obligations in this paragraph 4 may lead to non-acceptance of the returned Device, and additional Charges being billed to the Customer for any replacement Device(s) issued.
- 4.7 The Customer's use of Knox E-FOTA Licenses shall be subject to the additional terms set out in Appendix Two.

5 SUPPORT SERVICES AND CHARGES

- 5.1 The Customer acknowledges and accepts that O2 is providing the Samsung Knox Solutions Service on a Licence Only basis. On that basis:
- a) O2 shall support the Customer with;
 - i) quotations for the Service;
 - ii) the purchase of the Service;
 - iii) invoicing and invoicing queries related to the Service; and
 - iv) provision of Service queries, such as License Key queries.
 - b) Samsung shall support the Customer with all other elements relating to the Service, subject to Samsung's terms and conditions.
- 5.2 The Charges and associated commercial conditions for the Licensed Service are set out in the Commercial Schedule of this Agreement.

6 END OF PRODUCT LIFE

- 6.1 In the event that Samsung and/or O2, at their discretion, determine to cease new and Term Extension sales of any variants of the Licenses, in part or in whole, O2 shall use reasonable endeavours to provide the Customer with a minimum of four (4) months' notice of such cessation.
- 6.2 In the case of such cessation:
- a) neither O2 nor Samsung shall be liable for any failure to continue sale of such Licences;
 - b) such cessation of new and Term Extension License sales shall not affect existing Customer Licences already in place;
 - c) the Customer may continue to place License orders during the period the termination notice is in force;
 - d) Samsung will continue to provide support services for the relevant Licences for a period of eighteen (18) months after the lapse of the period in which the termination notice is in force; and
 - e) thereafter, neither Samsung nor O2 shall have any obligation to provide any service, support, maintenance or update of any kind whatsoever regarding such Licences, or a Customer's use of such Licences.

APPENDIX ONE – SERVICE RELATED INTERNET LINKS

The internet links included in this Appendix One are owned, managed and maintained by Samsung, are provided her by O2 for information only, and are subject to change.

Description	Internet Link
Knox platform supported Devices list	https://www.samsungknox.com/en/knox-platform/supported-devices
Knox features list (on Android, by version and solution)	https://www.samsungknox.com/en/knox-platform/knox-on-android
MDM/EMM providers supporting KME	https://www.samsungknox.com/en/it-solutions/supported-emm-partners
Creating a Samsung Knox account	https://www.samsungknox.com/en/solutions/it-solutions/knox-mobile-enrollment
Samsung Web Portal terms of use	https://www.samsungknox.com/en/terms-use
Samsung privacy policy	https://www2.samsungknox.com/en/privacy-policy-eu
Samsung Knox Solution EULA's	https://www.samsungknox.com/en/eula

APPENDIX TWO – KNOX E-FOTA ADDITIONAL LICENCE TERMS

1 KNOX E-FOTA ADDITIONAL LICENCE TERMS

- 1.1 In addition to the EULA for E-FOTA the following terms apply to the use of E-FOTA by the Customer.
- f) Depending on the Customer's E-FOTA policy, and as compared to Devices that are not subject to E-FOTA, E-FOTA may (i) limit and restrict the end User's Device from receiving regular updates and upgrades (including critical security updates and operating system upgrades) and/or (ii) download and install certain updates without consent or permission from the end User, which may incur additional data Charges (collectively, "Limitations").
 - g) The Customer acknowledges and agrees to such Limitations, and shall (i) clearly notify and obtain legitimate consent from each end User prior to applying E-FOTA to end Users' Devices.
 - h) The Customer shall, upon reasonable request from Samsung, promptly provide and apply all necessary updates and upgrades that are critical to Device performance, safety and security regardless of its E-FOTA policy.
 - i) The Customer acknowledges that, as of the date of the Agreement, the version of E-FOTA on MDM only supports Samsung Devices with (i) Android operating system version Nougat or later, and (ii) Knox version v2.7.1 or later. The current version of the E-FOTA advanced, E-FOTA on premise and E-FOTA on premise HA only supports Samsung Devices with Android operating system version Lollipop or later.
 - j) Samsung may, in its sole discretion, upgrade, update, change, modify, delete, cease any features of E-FOTA from time to time, upon reasonable notice. The Customer acknowledges that such changed features may not be compatible with certain Device models and/or operating systems and/or Knox versions.
 - k) The Customer shall ensure that it sufficiently notifies and guides its end Users that Devices with E-FOTA (including any software within the Device) may only be modified, updated, or upgraded by the Customer's IT administrator(s) and no one else. In the event an end User modifies, updates, or upgrades a device with E-FOTA (including any software within the Device) by itself, including receiving such updates from Samsung or its service centres upon end User request (collectively, "Unauthorised Self Update"), Samsung will not be responsible for any damage or loss arising from such Unauthorised Self Updates and will not perform any support services thereto.
 - l) The Customer acknowledges and agrees that it will comply with the below restrictions imposed by Third Party licensors of the E-FOTA service ("Third Party Licensors"):
 - i) Any rights or licenses granted herein are limited, non-exclusive and non-transferable without right to further sub-license.
 - ii) Third Party Licensors to the E-FOTA service will be entitled, as a Third Party beneficiary, to enforce directly to customers any restrictions related to the E-FOTA herein as if it were a party hereto.
 - m) The Customer may not: (i) use the E-FOTA service (including any components thereof) for purposes other than as explicitly permitted hereunder; or use the E-FOTA service in connection with any products or services not authorised by Samsung or; (ii) use the E-FOTA service components for communicating with servers other than a licensed SWRM server; (iii) reverse engineer or de-compile, modify or revise the Redbend software, or any part or component thereof, or create derivative works thereof; (iv) sub-license the Redbend software or any part or component thereof,.
 - n) The Customer shall be (i) solely liable for their own products and services, software/hardware solutions ("Customer Solution") made use with the E-FOTA and (ii) shall defend, indemnify, and hold harmless Samsung and its affiliates and licensors from any and all liability, damage, or loss in connection with a Customer Solution.
 - o) The Customer shall, apply necessary measures to provide clear notices / terms and conditions to each end User, and legitimately obtain each such end User's consent to the collection by Samsung of the Customer data set out below, and/or the collection by O2 or the Customer of the below Customer data and sharing such Customer data with Samsung, for the purposes of enhancing and maintaining E-FOTA.
- 1.2 Solely with respect to E-FOTA, Customer data means the following:

For E-FOTA MDM	For E-FOTA ONE
Name of Customer	Name of Customer
Address of Customer	Address of Customer
Customer contact information	Customer contact information
Type of Licence	Type of Licence
Number of Licences	Number of Licences
Device model	Device model
Unit price	Unit price
Delivery date to end user	Delivery date to end user
Device IMEI (or MAC address)	Device IMEI (or MAC address)
Model description	Model description
Android OS version	Android OS version
Build number	Build number
Mobile country code and mobile network code	Mobile country code and mobile network code
CSC code	CSC code
Country ISO code	Country ISO code
	Company information (size, industry)
	EMM authentication information