

MOBILE SERVICE SCHEDULE – (MAAS360) SERVICE - SMB

1 DEFINITIONS AND INTERPRETATION

- 1.1 In this Service Schedule, in addition to those terms defined in the General Conditions and the Mobile Terms and the Mobile Equipment Terms, the following terms and expressions apply:

TERM / EXPRESSION	MEANING
“Additional Licenses”	means Licenses purchased after the Initial License Base order;
“Charges”	means the charges payable by the Customer for the Licensed Services and Software as such charges are set out in the Commercial Schedule;
“Cloud Service”	means a platform with all of the essential functionality for end-to-end management of today's mobile devices utilizing the iOS, Android, Windows and Blackberry operating systems;
“Defect”	means a material error, omission, failure, inefficiency or inconsistency in the Licensed Services (and “Defective” is construed accordingly);
“Downtime”	means unavailability of the Licensed Service until the time the Cloud Service is restored, excluding time related to a scheduled or announced maintenance outage; Excused Down Time; causes beyond IBM's control; problems with Customer or third party content or technology, designs or instructions; unsupported system configurations and platforms or other Customer errors; or Customer-caused security incident or Customer security testing;
“Excused Down Time”	means planned unavailability that O2 has notified to Customer in advance in writing;
“Initial License Base”	means the initial number of Licenses purchased by the Customer at the start of the Minimum Term which shall be made available to the Customer from the Service Commencement Date;
“Licensed Services”	means services to be offered to Customers as contemplated by this Agreement as described in the Specification at Appendix Two, which are enabled by the Licensed Software;
“Licensed Terms”	means the terms of use for the Licensed Services as detailed in Appendix One;
“Managed Enterprise Gateway (MEG)”	means services to be offered to Customers to access behind the firewall information for mobile users;
“Mobile Services”	means those Services identified as a “Mobile Service” in the Mobile Terms and the Service Schedules;
“Service Target and SLA”	means the service target and SLA set out in Appendix Three; and
“Specification”	means the MaaS360 service specification as set out in Appendix Two.

- 1.2 The headings in this Agreement are for ease of reference only and shall not affect its construction.

2 MOBILE SERVICE

- 2.1 The Licensed Service is a “Mobile Service” and the Mobile Terms and the Mobile Equipment Terms will apply to this Service.

3 CUSTOMER OBLIGATIONS

- 3.1 The Customer shall ensure that it has the necessary systems, capacities and facilities for the Licensed Service as set out in Appendix Two or otherwise advised by O2 from time to time.

3.2 The Customer's use of the Licensed Service shall be subject to the Licence Terms set out in Appendix One.

4 CHARGES

4.1 The Charges for the Licensed Service are set out in the Commercial Schedule.

5 SERVICE LEVEL AND TARGET

5.1 The Licensed Service shall be performed in accordance with the Service Levels and Targets as set out in Appendix Three.

APPENDIX ONE MAAS360 LICENCE TERMS

1 DEFINITIONS AND INTERPRETATION

1.1 In this Appendix One, the following terms and expressions shall have the following meanings:

TERM / EXPRESSION	MEANING
"Affiliate"	means, with respect to a specified person or entity, any person or entity which directly controls, is controlled by, or is under common control with the specified person as of the date of this Agreement, for as long as such relationship remains in effect. For purposes of this definition, "control" means the ownership of at least 50% of the outstanding voting securities of a party, or the right to control the policy decisions of such party;
"Documentation"	means the standard user manuals provided to Licensee along with the Licensed Software and Licensed Services;
"Intellectual Property "	means any and all trade secrets, patents, copyrights, trademarks, service marks, URLs, brand features, know-how, moral rights, contract rights, code (executable, source and other) and similar rights of any type under the laws of any applicable governmental authority, or international treaty, including, without limitation, all applications and registrations relating to any of the foregoing;
"Licensee"	means the Customer;
"Licensed Software"	means the object code to (a) the version of IBM's MaaS360® software service application, (b) other related software applications, if any, delivered to Licensee under this Agreement, and (c) any modified, updated, or enhanced versions of such applications that O2 provides to Licensee pursuant to this Agreement;
"User"	means an individual authorised by Licensee to use the Licensed Software, Licensed Services and Documentation under this Agreement.

2 AGREEMENT

2.1 This Agreement governs the provision and use of the Licensed Services.

3 LICENSED SOFTWARE

3.1 Subject to the terms and conditions of this Agreement, O2 grants to Licensee a personal, non-transferable, non-exclusive license to use:

- a) the Licensed Services for Licensee's internal business purpose in the ordinary course of its business operations;
- b) the Licensed Services on behalf of Licensee's Affiliates, for its Affiliates' internal business purposes in the ordinary course of its Affiliates' business operations; and
- c) copy the Documentation for inactive back-up and disaster recovery purposes.

3.2 Users shall use the Licensed Services only in accordance with the Documentation and the terms and conditions of this Agreement. Licensee shall be responsible for all Users' use of the Licensed Services as if such use were directly by Licensee, and shall be liable for any breach of the Agreement by its Users. The Licensed Services are licensed by IBM and are, not sold to Licensee under the terms of this

Agreement. All right, title and interest in and to the Licensed Services shall at all times remain with O2 and/or its licensors. This shall include all Intellectual Property and proprietary rights to the Licensed Services; including but not limited to any improvements, modification or alteration made to the Licensed Services by O2 and/or its licensors, Licensee, or any third party.

3.3 Licensee acknowledges that the Licensed Services and the following: object code, source code, design features, visual expressions, screen formats, report formats, trademarks and copyrights, and the ideas, methods and concepts used in the Licensed Services, and all modifications of the foregoing proprietary items, are the valuable, confidential property of O2 and/or its licensors. O2's licensors hold United States Patent numbers 7395341 and 7725589 which are incorporated into the Licensed Services. Licensee shall not, attempt to, or permit any other third party to:

- a) sell, license, distribute, transfer, or disclose any proprietary items to any third party;
- b) copy any proprietary items in violation of this Agreement;
- c) modify or create derivative works of any proprietary items, or decompile, reverse engineer, create or recreate any Licensed Services source code;
- d) use proprietary items to provide Licensed Services to, or to otherwise benefit, any third party;
- e) use any proprietary items to create a program having features or functions substantially similar to those of the Licensed Services;
- f) remove or modify any copyright or other proprietary notice contained in the proprietary items;
- g) use or possess the proprietary items in any foreign jurisdiction in violation of any trade laws or regulations; or
- h) publish or share with any third party any results of any benchmark or performance test run on the Licensed Services or component thereof.

3.4 In addition, Licensee agrees it will not use the Licensed Services to:

- a) violate any applicable law or regulation;
- b) violate copyright, trademark, trade secret or other property right of any third party;
- c) interfere with other users' use of the Licensed Services or of the Internet;
- d) add, remove or modify any identifying network header information in an effort to deceive;
- e) use the Licensed Services to access, or attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of O2, its licensors or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data;
- f) use the Licensed Services to collect, or attempt to collect, personal information about third parties without their consent; or
- g) use the Licensed Services for the on-line control of nuclear facilities, aircraft navigation systems, aircraft communication systems, air traffic control, direct life support machines, or weapon systems.

- 3.5 Licensee is granted licenses for the Licensed Services as designated in the Commercial Schedule. Where the Commercial Schedule specifies a Minimum Holding of Licenses, unless otherwise specified therein:
- a) the Licensed Services may be accessed by no more Devices than the specified number of licenses;
 - b) one License cannot be shared or used by more than one Device, but may be reassigned to a new Device which replaces the former Device as long as such former Device no longer connects to the Licensed Services and Licensee provides O2 with written notice of the reassignment;
 - c) for billing purposes, Licensee's total license count is determined by the number of licenses ordered from O2 whether active or inactive.
- 3.6 Customers will be unable to consume more Licenses than they have purchased and will need to place further orders on O2 should they wish to extend the Licensed Service offering. Any Additional Licenses purchased will co-terminate with the original order for licenses placed with O2. Any Licensed Services that the Customer wishes to purchase after the end of the Minimum Term shall be initiated on a full re-sign of the Initial License Base for a further fixed term of 12 months.
- 3.7 Unless otherwise agreed, O2 and/or its licensors shall electronically deliver the Licensed Services to Licensee.
- 3.8 Unless otherwise agreed, Licensee is responsible for installing any components required for the Licensed Services on its computers, laptops or other devices in accordance with this Agreement and for obtaining and maintaining all computer hardware, software and communications equipment and services needed to access the Licensed Services.
- 3.9 Licensee will choose or will be given all applicable passwords to use the Licensed Services. Licensee is entirely responsible for maintaining the confidentiality of such passwords and of its accounts (including, if applicable, the passwords and accounts of each of the Users accessing the Licensed Services by means of an account established by Licensee). Furthermore, Licensee is entirely responsible for any and all activities that occur under any account established. Licensee shall notify O2 promptly of any unauthorised use of the Licensed Services or of any other breach of security occurring as a result of any activities of any User. Licensee shall also notify O2 of any vulnerabilities that Licensee believes are contained in or caused by the Licensed Services such that O2 may take or recommend appropriate remedial measures. O2 shall have no liability for any loss or damage arising from Licensee's failure to comply with the provisions of this Section.

4 LIMITATION OF LIABILITY

- 4.1 For the purposes of this Appendix One, clause 17.3 of the General Conditions shall be deleted and replaced as follows:
- 4.2 "Subject to clauses 17.2, 17.4 and 17.5 of these General Conditions, O2's aggregate liability of any sort resulting from breach of contract or negligence, under any indemnity or otherwise arising in connection

with this Agreement (whether to the Customer, any Customer Affiliate, Users or otherwise) shall under no circumstances, exceed the sum equivalent to the Charges paid or payable under this Agreement to O2 by Licensee for the most recent three (3) month period for the Licensed Services that are the subject of the claim.”

APPENDIX TWO MAAS360 SERVICE SPECIFICATION

1 MAAS360 SERVICE SPECIFICATION

1.1 MaaS360 is an easy-to-use cloud platform which consists of the essential functionality for end-to-end management of mobile devices utilizing the iOS, Android, Windows and Blackberry operating systems. Table One set out below demonstrates the functionality of the MaaS360 Cloud Service offerings:

Table One

Solution	Essentials	Deluxe	Premier	Enterprise
Mobile Device Management	✓	✓	✓	✓
Mobile Application Management	✓	✓	✓	✓
Patch and Update Management	✓	✓	✓	✓
Identity Management	✓	✓	✓	✓
Advisor	✓	✓	✓	✓
Container App	✓	✓	✓	✓
Mobile Expense Management	✓	✓	✓	✓
Secure Mobile Mail		✓	✓	✓
Secure Mobile Chat		✓	✓	✓
OS VPN			✓	✓
Secure Browser			✓	✓
Gateway for Browser			✓	✓
Content Management			✓	✓
Gateway for Documents			✓	✓
App Security			✓	✓
Gateway for Apps			✓	✓
Mobile Document Editor				✓
Mobile Document Sync				✓
Mobile Threat Management				✓

2 MOBILE DEVICE MANAGEMENT

2.1 The core mobility device management (MDM) features includes device enrolment, configuration, security policy management and device actions, such as send message, locate, lock, and wipe. The Advanced MDM features include automated compliance rules, bring your own device (BYOD), privacy settings, and mobility intelligence dashboards and reporting.

Mobile Application Management

This feature provides the ability to add applications and distribute them to supported devices managed by MaaS360. This includes MaaS360 App Catalogue, which is an on-device application for Users to view, install, and be alerted to updated, managed applications.

Patch and Update Management

This feature provides the ability to identify, report on, distribute and install patches and updates for operating systems and applications running on Windows and macOS endpoints.

Identity Management

This feature is delivered by including the functions of the IBM Cloud Identity Essentials offering which provide Customers single sign-on (SSO) to the other public cloud applications they are using.

Advisor

Advisor - with Watson, is a powerful cognitive engine that provides contextual information based on industry best practices with relevant alerts on emerging threats. This actionable intelligence is sourced from both structured and unstructured data and is specific to your organization's industry, size and mobile environment.

Advisor provides insights and recommendations that empower you to:

- **Discover** best practices for user productivity, recommendations for IT optimization and potential security threats— delivered right to your MaaS360 dashboard.
- **Define** what the insight is and why it is important for your organization.
- **Assess** the impact of best practices or security risks to your devices, users, applications and more.
- **Act** on the intelligence to unlock business opportunities or remediate security threats.

Container App

Container App stores corporate content, including corporate email messages, calendars, contacts, chats, documents, browsers, and apps in a secure, encrypted container on your device.

MaaS360 Mobile Expense Management

Allows the administrator to create data usage policies and assign them to supported devices that are managed by MaaS360. This then enables assignment of these policies to a device, group, or global level and configure alert thresholds and messaging for both in network and roaming data usage.

MaaS360 Secure Mobile Mail

Provides a separate office productivity application for Users to access and manage email, calendar, and contacts and includes the ability to control emails and attachments to prevent data leakage, by

restricting the ability to forward or move content to other applications, to enforce authentication, restrict cut-copy-paste, and lock down email attachments for view only.

MaaS360 Secure Mobile Chat

The IBM® MaaS360 Productivity Suite integration with Skype for Business (previously known as Lync 2013).

MaaS360 VPN

A VPN solution that allows Users to access their corporate network from an iOS or an Android device. Users install the MaaS360 VPN app on their iOS or Android device and use the app on their device to connect to the corporate network. The solution consists of the VPN server and supports features such as Device VPN, On-demand VPN, Always on VPN, Per-app VPN and Split tunnelling.

MaaS360 Secure Browser

A full-featured web browser which enables access to corporate intranet sites and enforces compliance of content policies by defining website filtering and security policies. This ensures that Users only access approved web content that is based on a number of content categories, such as social networking, explicit, or malware sites. Includes the ability to disable native and third-party web browsers either through application policy or blacklisting when combined with mobile first protect devices. It allows whitelist exceptions to websites, restrict cookies; copy, paste, and print features; and enable kiosk mode.

MaaS360 Gateway for Browser

Allows supported devices to access approved internal web sites without requiring a full-device level, VPN connection.

MaaS360 Mobile Content Management

Allows the administrator to add and distribute documents to the supported devices that are managed by IBM MaaS360 Mobile Device Management. Includes IBM MaaS360 doc catalogue, an on-device, password-protected container that provides a protected and simple way for Users to access, view, and share documents. It includes seamless access to distributed content and repositories such as SharePoint, Box, and Google Drive. Access to private SharePoint and Windows files shares are available with the MaaS360 Gateway for Documents. Documents managed through MaaS360 can be version controlled, audited, and protected through data loss prevention (DLP) policy options, such as require authentication, restrict copy-paste functionality, and block from being opened or shared in other applications.

MaaS360 Gateway for Documents

Organizations can use MaaS360 Mobile Content Management to additionally offer devices outside the enterprise network a seamless access to internal connections sites, SharePoint sites, Windows file

shares and other file stores without requiring a full device VPN connection. Use of MaaS360 Gateway for Documents requires also purchasing MaaS360 Mobile Content Management. Supports iOS 5.0 and Android 4.0 or above.

MaaS360 App Security

Provides additional data protection for enterprise applications that use the Workplace SDK during development. Workplace SDK allows integration to apps with MaaS360's Enterprise Mobility Management platform for App Security. The Workplace SDK provides containerisation controls for apps so that IT administrators can manage corporate data on any Device. The Mobile App Security app integrates with the IBM MaaS360 Productivity Suite. This enables single sign on, intranet access through the Mobile Enterprise Gateway, and enforcement of data security settings.

MaaS360 Gateway for Apps

Provides Users outside the enterprise network a seamless access path to internal application resources without requiring a full-device, VPN connection.

MaaS360 Mobile Document Editor

Mobile Document Editor is a powerful office suite that allows Users to work with business documents whilst on the go. Mobile Document editor enables you to create and edit DOC, PPT and .XLS files.

MaaS360 Mobile Document Sync

Provides Users with the ability to synchronize User content across managed mobile devices. Administrators can ensure that policies, such as restricting cut-copy-paste, and blocking content from being opened or shared in other apps or are in place for User content across devices. Content is stored in a protected fashion both in the cloud and on the device, and accessed only through the MaaS360 Doc Catalogue.

MaaS360 Mobile Threat Management

Provides enhanced mobile security with mobile malware detection and advanced jailbreak/root detection. With MaaS360 Mobile Threat Management, Customer will be able to set and manage compliance policies around detected malware and other security vulnerabilities.

APPENDIX THREE MAAS360V2 SUPPORT, SERVICE TARGETS AND SLAS

This Appendix Three shall not apply to 'Premium Support for MaaS360', please refer to the O2 Professional Services Schedule for more information.

1. LEVEL 1 SERVICE DESK SUPPORT

- a) O2 will provide a service support desk to the Customer's administrator for the Licensed Services obtained under this Agreement. The service desk shall perform a level 1 support triage function only before referring any complex issues directly to IBM who will perform all 2nd line functions. O2's service desk is available for the raising of support queries between 8:00 am and 5:30 pm (GMT). The Customer's administrator may contact O2's service desk by calling customer service or emailing support@cloudservices.o2.co.uk.
- b) O2 will provide this level 1 service on a helpdesk-to-helpdesk basis and is NOT a User support desk, the support for Users remains the responsibility of the Customer.

2. LEVEL 1 SERVICE TARGETS

2.1 The following service definitions and targets will apply to the Licensed Services. The below are not contractually binding and are a target only.

	A service loss affecting a significant proportion of O2's customer base.	2 hours	< 4 hours
	A minor degradation impacting individual end Users	3 hours	< 8 hours (or when fixed)
	Non-service affecting.	4 hours	On request only

3 SERVICE LEVEL AGREEMENT OR SLA

- 3.1 Cloud Service MaaS360 Platform and Customer portal used to deploy the MaaS360 service: 99.9% Availability.
- 3.2 Availability, expressed as a percentage, is calculated as the total number of minutes in a contracted month minus the total number of minutes of Downtime in that month divided by the total number of

minutes in that contracted month. The Customer is required to register with IBM to receive notifications of Downtime. This can be accessed via the following link:

https://www.ibm.com/developerworks/community/wikis/home?lang=en#!/wiki/W0dcb4f3d0760_48cd_9026_a90843b9da06/page/Planned%20Outage%20Guideline

- 3.3 O2 shall not remain liable for any failure of the Customer to register with IBM directly where any outages have occurred.
- 3.4 The Availability SLA in paragraph 3.1 does not include Excused Down Time.

APPENDIX FOUR MAAS360 MAINTENANCE RELEASES

1 MAINTENANCE RELEASES

- 1.1 All necessary standard updates to the core functionality of the Licensed Software and Licensed Services, including Defect fixes, enhancements, and other minor releases (including where O2 makes a new release generally available at no additional charge to support a new Device operating system) (“maintenance releases”), will be made available by O2 at no cost to the Customer as part of standard support.
- 1.2 O2 shall investigate and resolve Defects in the Licensed Services that arise in connection with Customer’s proper and authorized use of the Licensed Services (provided that Customers shall upgrade to the latest maintenance release of O2’s Licensed Services within twelve (12) months of a new maintenance release being made available by O2). O2 retains the right to change the Licensed Services (provided that the Licensed Services continue to comply with the Specification), or, with reasonable written notice cause the Customers to migrate to the most recent maintenance release of the Licensed Services. In the event of a Defect in the Licensed Services, the Customer shall use reasonable endeavours to provide to O2, reasonably detailed documentation and explanation, to enable O2 to reproduce and substantiate any such Defects, and shall provide reasonable assistance to O2 in its efforts to investigate, diagnose and correct the Defects. As each of its Customers shall have a unique software environment, O2 and its Customers shall make commercially reasonable efforts to work together in order to troubleshoot, support, and work to resolve Defects which occur in each environment.
- 1.3 From time to time, and for the purpose of enhancing the performance and functionality of the Licensed Services, O2 may make additions, deletions, and modifications to the underlying networks, access points applications and other facilities in connection with the Licensed Services (provided always that the functionality of the Licensed Services shall remain as set out in the Specification), and shall make automatic updates to the Licensed Services available to the Customers, such as directory updates, and Defect fixes.