

## MOBILE SERVICE SCHEDULE – BLACKBERRY SERVICE

The following additional terms and conditions apply to the provision of the BlackBerry Service.

### 1 DEFINITIONS

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

TERM / EXPRESSION	MEANING
“APN”	means access point name
“BES Software”	means the software known as the BlackBerry Enterprise Server Software and which, when installed on the Customer’s Server of the required Server Specification, forms part of the End-User Licensed Software for the purposes of using the BlackBerry Service;
“BlackBerry Device”	means a piece of Mobile Equipment the principal purpose of the design of which is for use with the BlackBerry Service or any other mobile device on which the BlackBerry software is installed for the purpose of using the BlackBerry Service;
“BlackBerry Internet Mail and BlackBerry Internet Solution”	means the use of the BlackBerry Service in conjunction with compatible Internet based e-mail accounts;
“BlackBerry Service”	means the Mobile Service which enables the Customer to send and receive data through Research In Motion’s BlackBerry Infrastructure using the blackberry.net APN;
“BlackBerry Customer Service Charter”	means the service plan for BlackBerry as determined by O2, which can be provided to the Customer by O2 on request and as updated by O2 from time to time;
“BlackBerry Voice Service”	means the service which enables voice calls to be made and/or received on a BlackBerry Device;
“First Line Support”	means the Customer’s IT helpdesk which shall be the Customer’s employees’ first point of contact in the event that they have a query or problem with a BlackBerry Device or the BlackBerry Service;
“Server”	means the computer server provided by the Customer on which the BES Software will be installed and operate; and
“Server Specification”	means the minimum specification of the Server which shall be available from O2 upon request.

### 2 MOBILE SERVICE

The BlackBerry Service is a “Mobile Service” and the Mobile Terms will apply to this Service.

### 3 SERVICE STANDARDS

The Customer acknowledges that the BlackBerry Service employs mobile Airtime which is subject to the geographic extent of airtime coverage and local geography, topography and/or atmospheric conditions and/or other physical or electromagnetic interference and/or the number of users trying to access the Network in any particular location that may from time to time adversely affect the provision of the BlackBerry Service.

### 4 CUSTOMER OBLIGATIONS

4.1 The Customer shall, at its own cost, be responsible for:

- a) procuring and commissioning the Server in accordance with the Server Specifications;

- b) installing the BES Software;
  - c) providing suitably qualified IT personnel who have a full working knowledge of the Customer's corporate e-mail system and firewalls;
  - d) configuring the BES Software for each BlackBerry Device;
  - e) ensuring that any of its staff who will provide First Line Support have received suitable training which O2 may provide in accordance with this Agreement;
  - f) providing First Line Support for BlackBerry Device users;
  - g) providing the necessary training for BlackBerry Device users; and
  - h) integrating the Customer's e-mail accounts with the BlackBerry Internet Solution, including but not limited to resolving any issues arising from the interface with the Customer's e-mail internet service provider and/or Customer's IT infrastructure and policy.
- 4.2 In the event that the Customer uses software packages or applications other than those approved by O2 for use with a BlackBerry Device or the Server, O2 shall have no liability whatsoever for any failure of the BlackBerry Service resulting from the use of such software packages or applications by the Customer.
- 4.3 The Customer will deactivate any lost, stolen or replaced Mobile Equipment from the Server.
- 4.4 The Customer shall use the returns process as detailed by O2 to the Customer from time to time for returns of all damaged/faulty Mobile Equipment and/or other equipment.
- 4.5 The Customer will take all reasonable steps to ensure that all its BlackBerry Device users invoke password protection on their Mobile Equipment. O2 shall not be liable for any losses whatsoever or howsoever occurring as a result of a BlackBerry Device user failing to invoke adequate password protection. The Customer will inform its Users, that text messages as well as e-mails are retained on a BlackBerry Device even when it is turned off or the SIM Card is removed from it.
- 4.6 The Customer shall be responsible, as licensee of the End-User Licensed Software for any encryption of information between the Customer's BES Software and the BlackBerry Devices. The Customer shall accept responsibility for the provision, when properly required, of unencrypted information to the relevant authorities in accordance with European regulations and United Kingdom legislation. In the event that changes in legislation impose a requirement on O2 to provide such unencrypted information, the Customer shall provide O2, promptly or in accordance with any statutory timescales, with the unencrypted information in order for O2 to forward it to the relevant authority.
- 4.7 O2 reserves the right to upgrade and change the specification of the BlackBerry Internet Solution at any time. This may entail, but is not limited to, changes to the web interface, rules around the maximum number of days that data will be retained and mailbox capacity.
- 4.8 All BES Software, Client Access End-User Licenses will be provided via Electronic Stock Distribution (ESD) only. O2 will not provide copies of BES Software to the Customer on physical media, but will make the software available for the Customer to download.