

Service Specific Terms

Samsung KME Facilitation Service

Business Customers



1. The Service – Overview

- 1.1 The Vodafone Samsung KME facilitation service (the “**Samsung KME Facilitation Service**”) implements and manages the enrolment of Customer’s Authorised Devices via Samsung KME. The term “**Service**” or “**Services**” in these Service Specific Terms means the Samsung KME Facilitation Service.

2. Service Term Structure

- 2.1 The following documents govern Vodafone’s supply of the Service and form part of the Agreement, applying in the order of precedence set out in the General Terms:
- (a) the Commercial Terms;
 - (b) the General Terms;
 - (c) the Mobility Service Terms; and
 - (d) any applicable policies and guidelines, as provided from time to time by Vodafone.
- 2.2 Furthermore, in order for Customer to receive the Service, Customer must have agreed to the Third Party Provider’s User License Terms prior to the Service Commencement Date.

3. The Service and Equipment

- 3.1 Samsung KME enables Customer to automate the configuration of its chosen MDM service on Authorised Devices. Through the Service, Vodafone assists Customer in implementing Samsung KME by submitting Customer’s data and the Relevant Information for Authorised Devices to Samsung for enrolment in, or removal from Samsung KME, in accordance with these Service Specific Terms.
- 3.2 The Service does not include: (a) administering servers, uploading MDM service provision settings or configuring and assigning Authorised Devices to a profile within Customer’s Samsung KME Portal; or (b) the administration of Customer’s Samsung KME Portal.
- 3.3 The provision of Authorised Devices and any other Equipment relevant to the Service shall be covered by separate Service Terms.
- 3.4 Customer acknowledges that Samsung KME is provided and controlled by Samsung. Vodafone’s provision of the Service is contingent upon Customer having agreed to, and remaining compliant with, the Third Party Provider’s User License Terms, as updated from time to time.

4. Service Specific Conditions of Use

- 4.1 **Authorisation:** Customer hereby expressly authorises Vodafone, to act on its behalf, for the limited purposes of enabling and managing enrolment of Customer’s Authorised Devices via Samsung KME.
- 4.2 **Consents:** Customer represents and warrants that it has or will obtain all necessary rights and consents from its Users to implement Samsung KME and issue Authorised Devices.
- 4.3 **MDM service:** Customer must have an operational MDM service in place in order to utilise the features of Samsung KME. MDM services, including the provision, implementation, management or maintenance of any such MDM service, are not provided by Vodafone under these Service Specific Terms. Ensuring the compatibility of any MDM service with Samsung KME is the responsibility of Customer.
- 4.4 **Mobile Enrolment Identification Numbers:**
- (a) Customer shall apply to Samsung for a Knox ID. Customer’s Knox ID shall be detailed in the Commercial Terms. If Customer has not been allocated a Knox ID by Samsung, then Customer acknowledges that the Service cannot be provided before receipt of such Knox ID.

Service Specific Terms

Samsung KME Facilitation Service



Business Customers

- (b) Once Customer has received a Knox ID from Samsung, Vodafone shall provide Customer with Vodafone's Reseller ID and Customer may use it to register Vodafone as a reseller on the Samsung KME Portal.

4.5 Samsung KME Facilitation Service:

- (a) The Relevant Information for all Authorised Devices, ordered after the Service Commencement Date, will be submitted to Samsung for enrolment into Samsung KME. Prior to the distribution of an Enrolled Device to any User, Customer must first have received confirmation from Samsung that it has been successfully registered via the Samsung KME Portal and any relevant MDM.
- (b) Customer acknowledges and accepts that not all devices are eligible to be added to Samsung KME and that Vodafone does not determine the eligibility of a device to be an Authorised Device.
- (c) For avoidance of doubt, devices that are personally owned by a User (e.g. "Bring Your Own Device" devices) are not permitted for enrolment via Samsung KME and are not Authorised Devices.
- (d) Historical Devices and Non-Vodafone Devices cannot be enrolled into Samsung KME.
- (e) Information provided by Customer will be current, true, accurate and complete as at the Service Commencement Date.
- (f) Vodafone shall use its reasonable efforts to provide the Relevant Information for enrolment of Authorised Devices or removal of Enrolled Devices, as applicable, in a timely fashion. Customer acknowledges and accepts that Vodafone is not responsible for the activation of the request on Samsung KME servers.

4.6 Returns and Repairs:

- (a) Customer acknowledges and accepts that in relation to Enrolled Devices, the Recovery Policy or equivalent Customer specific agreement for return and repairs are supplemented by these Service Specific Terms, and in the event of conflict, these Service Specific Terms shall take precedence.
- (b) A Replacement Device will be automatically enrolled in Samsung KME and the original faulty Authorised Device will not be returned to Customer. For avoidance of doubt, the Replacement Device will be enrolled in Samsung KME regardless of whether the faulty Authorised Device was enrolled in Samsung KME.
- (c) Customer acknowledges and agrees that it is responsible for reporting a fault with an Authorised Device and providing the correct information regarding the Authorised Device (e.g. IMEI number), and prior to reporting any fault with an Authorised Device, Customer must:
 - (i) perform appropriate checks to ensure the existence of a fault;
 - (ii) ensure that the relevant User has removed their Google Account from the faulty Authorised Device; and
 - (iii) decommission and wipe the faulty Authorised Device via the MDM in order to remove any restrictions that would prevent the faulty Authorised Device from being reset to its factory settings.
- (d) In the event that the returned Authorised Device is deemed by Samsung, or its accredited repair partner, to be: (i) no fault found, (ii) Customer-caused fault; or (iii) out-of-warranty, then clause 4.6(e) shall apply.
- (e) Customer acknowledges and accepts that failure to comply with these Service Specific Terms, notably clause 4.6(c) and/or where clause 4.6(d) applies then Customer will be charged for the Replacement Device in accordance with the Enterprise Device Price List. This will be in addition to a reasonable Vodafone administration charge.
- (f) The turnaround time for enrolling replacement devices via Samsung KME is usually 24-48 hours, however, this can take longer in some instances due to the requirement of additional operational steps. For avoidance of doubt, no service credits shall be provided in the event of a delay.

4.7 Removal of Enrolled Devices:

- (a) Customer will not resell any Enrolled Devices without having first removed such devices from Samsung KME in the Samsung KME Portal.

Service Specific Terms

Samsung KME Facilitation Service



Business Customers

- (b) Customer warrants that each such device is an Authorised Device and accepts liability for any claim arising from loss of data resulting from the removal of the Enrolled Device from Samsung KME.
- 4.8 **Limitations:** Samsung KME is sold as is. Vodafone is not the provider of Samsung KME and Customer acknowledges and agrees that, to the extent permitted by Applicable Law, Customer's use of, or inability to use, Samsung KME is at Customer's sole risk, and that the entire risk as to the satisfactory quality, performance, accuracy and effort is with Customer.
- 4.9 **Indemnity:** Customer agrees to indemnify and hold harmless Vodafone from any and all claims losses, liabilities, damages, expenses and costs incurred by Vodafone and arising from or related to any of the following: (i) Customer's use of Samsung KME; (ii) any claims, including but not limited to, any User claims, or third party claims about Customer's Device Enrolment use, deployment or management of Authorised Devices; and/or (iii) claims arising from Samsung as a result of any act or omission of Customer.
- 4.10 **Intellectual Property Rights:** all Intellectual Property Rights in the Service provided by Vodafone and/or Samsung remain the exclusive property of Vodafone and/or Samsung.
- 4.11 **Termination:** In addition to the termination rights set out in the General Terms and/or Mobility Service Terms, either Party can terminate the Service by providing 30 days' written notice to the other Party.
 - (a) In the event of termination by either Party, Customer shall notify Vodafone whether it will:
 - (i) cease using Samsung KME, in which case, Vodafone will no longer provide the Service and Customer shall de-enrol their Enrolled Devices via the Samsung KME Portal; or
 - (ii) continue using Samsung KME, in which case, Vodafone will no longer provide the Service and Customer will have an ongoing obligation to comply with the obligations set out in the Third Party Provider's User License Terms.
 - (b) Where the Service is terminated, Customer will be solely responsible for any future device enrolments and un-enrolments in Samsung KME.

Definitions

Samsung KME Facilitation Service

Business Customers



The following definitions are applicable to the Service:

Authorised Device(s)	Samsung-branded products with an IMEI number that are owned by Customer and supplied by Vodafone, which have been designated for use by Users only, and that are eligible for enrolment via Samsung KME, as determined by Samsung. Historical Devices are not Authorised Devices.
Bring Your Own Device	devices owned by User which are deployed in a corporate environment.
Enrolled Device(s)	an Authorised Device which has been successfully enrolled in Samsung KME.
Google	Google LLC
Google Account	a user account that is required for access, authentication and authorisation to certain online Google services.
Historical Devices	Samsung-branded products with an IMEI number that are owned by Customer and supplied by Vodafone, which have been designated for use by Users only, which Customer purchased from Vodafone prior to the Service Commencement Date. These cannot be enrolled in Samsung KME.
IMEI	the International Mobile Equipment Identity number.
Knox ID	the Samsung KME identity provided by Samsung to Customer.
MDM	mobile device management.
Non-Vodafone Devices	devices that are owned by Customer but were not supplied by Vodafone.
Relevant Information	the information required for the enrolment of an Authorised Device or the removal of an Enrolled Device via Samsung KME, which includes the Reseller ID, Knox ID and the list of device IMEIs for the Authorised Devices.
Replacement Device	a device issued to Customer, in accordance with the Recovery Policy and these Service Specific Terms, as a result of Customer having reported a faulty Authorised Device.
Reseller ID	the Samsung KME identification number assigned to Vodafone by Samsung.
Samsung	Samsung Electronics (UK) Limited, who for the purposes of this Agreement, shall be a Third Party Provider.
Samsung KME	the Samsung Knox Mobile Enrolment service provided by Samsung which enables enrolment of Authorised Devices with Customer's MDM.
Samsung KME Portal	a web-based portal provided by Samsung for use with Samsung KME.
Third Party Provider's User License Terms	the Samsung KME Agreement, which Customer must agree to when accessing the Samsung KME Portal, as updated from time to time.