

Commercial Terms

Samsung Knox Service

Business Customers



1. Term Commitment

1.1 Commercial Commitment:

- (a) Vodafone's offer is based on Customer using the Service for the Minimum Term.
- (b) The Order will set out the Minimum Term and the Service Type and at the expiry of the Minimum Term, Vodafone shall stop providing the Service and the Agreement shall terminate.

1.2 **Service Commencement Date:** The date that the Service is first provided by Vodafone under this Agreement.

1.3 **Renewal Term:** there shall be no Renewal Term.

2. Charges

2.1 The Charges shall be as set out in the Order and shall be exclusive of VAT at the prevailing rate.

2.2 **Non-Recurring Charges:** One Off Charges may be billed from the Agreement Start Date, effective date as set out in the Order (or if not set out, then upon acceptance of the Order by Vodafone).

Service Specific Terms

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1. The Service – Overview

- 1.1 Vodafone is an authorised reseller of certain Samsung software and related Samsung services (the “**Samsung Knox Service**”) which provide a number of features covering security, manageability and productivity, in addition to what is already provided with an Android Operating System. The term “**Service**” or “**Services**” in these Service Specific Terms means the Samsung Knox Service.

2. Service Term Structure

- 2.1 These Service Specific Terms include:
- (a) the service specification, which sets out a description of the Service, may be updated from time to time and is set out below (the “**Service Specification**”);
 - (b) the Mandatory Accompanying Services.
- 2.2 The following documents further 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 Order, which sets out the Service Elements selected by/for Customer;
 - (c) the Vodafone Business Marketplace Service Specific Terms (the “**VBM Service Terms**”) available at www.vodafone.co.uk/cloudservices/;
 - (d) the General Terms available at www.vodafone.co.uk/terms;
 - (e) any other documents referenced as incorporated in these Service Specific Terms; and
 - (f) any applicable policies and guidelines, as provided from time to time by Vodafone.
- 2.3 These documents apply in the order of precedence set out in the General Terms, save that the VBM Service Terms shall take precedence over the General Terms and all documents expressed to be of lesser precedence in the General Terms.
- 2.4 **Samsung Service Terms:**
- (a) Customer acknowledges and agrees to abide by the Samsung terms and conditions, relevant to the Customer’s chosen Service Elements, with the latest versions available at: www.samsungknox.com/en/eula-knox-mobile-enrollment.

3. The Service and Equipment

- 3.1 **Service Elements:** The Service shall comprise of a selection of Core Service Elements. The Service Specification summarises the available Core Service Elements.
- 3.2 **Mandatory Accompanying Services and Technical Prerequisites:** In order to receive the Service, Customer must provision and maintain the Mandatory Accompanying Services and/or Technical Prerequisites set out in these Service Specific Terms and/or which may be specified in the Service Specification.
- 3.3 **Additional Orders:** Customer can, pursuant to this Agreement, purchase additional Service Elements, by submitting a written request to Vodafone, and:
- (a) Vodafone shall provide Customer with a quote for each proposed Order. The quote will set out the additional Service Element(s) chosen by Customer and the quantity, unit and total Charges of the proposed Order;
 - (b) where Customer accepts the quote, Customer shall provide written approval to Vodafone and this shall constitute an Order;
 - (c) such additional Order shall commence on and from the date of delivery of the applicable Service Element(s) to the Customer and the Minimum Term of those additional Service Element(s) shall co-term with the remaining Minimum Term of the Service Elements already purchased by Customer pursuant to this Agreement;

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- (d) additional Charges will be applicable; and
- (e) Vodafone shall not be obliged to agree to any such request.

4. Service Specific Conditions of Use

- 4.1 **Vodafone Business Marketplace (the “VBM”)**: The Service is made available to purchase through the VBM. The VBM Service Terms apply to the extent of the Customer’s use of the VBM website. In the event of any conflict between the VBM Service Terms and the Samsung Knox Service Terms, then Samsung Knox Service Terms shall take precedence.
- 4.2 The Service Elements are only compatible with Approved Devices. Customer must ensure that only Approved Devices are used to access the Service.
- 4.3 Unless otherwise agreed by Vodafone, Customer must not order more Core Service Element licences than customer has Vodafone mobile Connections.
- 4.4 Unless otherwise agreed by Vodafone, Customer may only use the Service with Approved Devices operating with Vodafone SIMs connected to Vodafone’s Network.
- 4.5 **Samsung Knox Enterprise Firmware Over the Air (“Knox E-FOTA”)**: Where Customer purchases the Knox E-FOTA Service Element, Customer acknowledges and agrees to (i) the Samsung “Click-Thru Agreement” that shall be presented to Customer during the installation and configuration phase of Knox E-FOTA; and (ii) the Knox E-FOTA Third Party Provider Terms, detailed in these Service Specific Terms.
- 4.6 **MDM:**
 - (a) Customer must have an operational MDM service in place in order to fully utilise the features of the Service.
 - (b) MDM services, including the provision, implementation, management or maintenance of any such MDM service, are not provided by Vodafone under these Service Specific Terms.
 - (c) Ensuring the compatibility of any MDM service with the Service is the sole responsibility of Customer.
 - (d) Where the Customer’s MDM provider makes changes to the MDM firmware/software, there may be an interruption to the Service and Vodafone shall not be liable for any such interruption.

Service Specification

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1. Services

1.1 The Services comprise the following Samsung Knox core Service Elements (“**Core Service Elements**”):

- (a) Knox Configure; and/or
- (b) Knox E-FOTA; and/or
- (c) Knox Suite.

1.2 **Knox Configure:**

- (a) Knox Configure is a cloud-based service that enables Customer to customise and automate the enrolment of Approved Devices. Knox Configure simplifies the out-of-box experience and enables the Customer to implement a large range of configuration options.
- (b) Depending on the range of features required, Customer shall select any combination of the following licence types:
 - (i) **Knox Configure Setup edition:**
 - (A) This licence type supports one-time configuration of enrolled Approved Devices and settings. To change an Approved Device configuration after initial policies are set, Approved Devices must be factory reset and new policies must be re-applied. The Knox Configure Setup edition includes a select subset of the policies and settings available in the Knox Configure Dynamic edition's normal mode.
 - (B) Knox Configure Setup edition is only available with the Per Device Option (1, 2 or 3 years) or the Staggered Option (3 years only).
 - (C) A full breakdown of the features available for this licence type is available at: <https://docs.samsungknox.com/admin/knox-configure/setup-edition.htm>.
 - (ii) **Knox Configure Dynamic edition:**
 - (A) This licence type allows Customer to deploy and update enrolled Approved Device policies as many times as needed without a factory reset. Supported features include ProKiosk Mode and numerous other enhancements. Dynamic edition includes all the policies and settings available in the Knox Configure Setup edition, plus more.
 - (B) Knox Configure Dynamic edition is only available with the Per Device Option (1, 2 or 3 years) or the Per Seat Option (1, 2 or 3 years).
 - (iii) For a full breakdown of the features available visit Samsung's website: <https://docs.samsungknox.com/admin/knox-configure/normal-mode.htm>.
- (c) The following Technical Prerequisites must be satisfied by Customer prior to using Knox Configure:
 - (i) The appropriate Knox licences purchased from a Knox Reseller such as Vodafone (for commercial deployment).
 - (ii) A Knox Portal account. For more information, Customer must sign up for Knox Configure at <https://docs.samsungknox.com/admin/knox-configure/sign-up-for-knox-configure.htm>.
 - (iii) The correct firewall exemptions needed to extend beyond Customer local and protected network domain and securely connect to the Knox Configure server. For more information, Customer must go to the Knox Configure Firewall exceptions webpage, available at <https://docs.samsungknox.com/admin/knox-configure/kc-firewall-exceptions.htm>.
 - (iv) A supported browser (Internet Explorer, Firefox, or Chrome). Internet Explorer is not recommended if using an on-premise MDM.

1.3 **Knox E-FOTA:**

- (a) Knox E-FOTA enables Customer's IT admin(s) to remotely deploy Operating System versions and security updates to Approved Devices without requiring user interaction. E-FOTA enables Customer to test



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updates before deployment to verify compatibility between in-house apps and new OS versions, whilst increasing the security of Approved Devices by ensuring the latest security patches are deployed on a schedule.

- (b) Key features include:
 - (i) **Forced updates:** Simplify device management experience by deploying forced updates ensuring the same OS version is on every Approved Device; push updates without requiring User interaction.
 - (ii) **Selective OS version:** The latest OS version is not always compatible with in-house apps. Ensure operational continuity by controlling which OS version is deployed. Lock Approved Devices to a particular OS version until ready to deploy the latest OS version.
 - (iii) **Scheduled updates:** Minimize Customer's business interruptions by scheduling firmware updates to occur outside business hours.
- (c) The following Technical Prerequisites must be satisfied by Customer prior to using Knox E-FOTA:
 - (i) The correct firewall exemptions needed to extend beyond Customer local and protected network domain and securely connect to the Knox E-FOTA server and its supporting Knox server resources. For more information, Customer must refer to Samsung's website: <https://docs.samsungknox.com/admin/efota-one/firewall-exceptions.htm>.

1.4 Knox Suite:

- (a) Knox Suite is a bundled offering of Knox solutions for enterprise mobility designed to address Customer's needs related to security and management throughout the entire Approved Device lifecycle.
- (b) Knox Suite includes the following:
 - (i) **Knox Platform for Enterprise:** a Knox solution that provides advanced security to Samsung Android phones, tablets, and Tizen watches for business;
 - (ii) **Knox Mobile Enrolment ("KME"):** a Knox solution that allows Customer to enrol thousands of Approved Devices to its enterprise at once. When Users turn on their Approved Devices and connect to the network, they are automatically enrolled to Customer's MDM provider;
 - (iii) **Knox Manage:** a Knox solution that allows Customer to remotely manage its fleet of Approved Devices. With this MDM, Customer can create various policies to control how Users can use their Approved Devices;
 - (iv) **Knox Asset Intelligence:** a data analytics solution that offers operational visibility and actionable insights to improve the management, productivity, and lifecycle of mobile Approved Devices. This solution offers real-time monitoring and management of app performance, battery usage, network connectivity, and asset location; and
 - (v) **Knox E-FOTA:** as detailed in these Service Specific Terms.
- (c) With Knox Suite, a single licence key allows Customer to use all included Knox products on its Approved Devices. This means that Customer can use the same Knox Suite licence key in multiple Knox service admin portals.



Service Levels

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1. Service Support

- 1.1 Technical support for the Samsung Knox Service will be provided by Samsung.
- 1.2 Notwithstanding anything to the contrary in this Agreement, Samsung is not required to provide any support services if the Service or any portion thereof: (i) has been altered, except by Samsung; (ii) has not been used, installed, operated, repaired, or maintained in accordance with this Agreement; (iii) has been subjected to abnormal physical or electrical stress, misuse, negligence, or accident; (iv) is used on equipment, products, or systems not meeting specifications identified in any applicable documentation; or (v) is provided for free as a part of promotion, trial or otherwise.
- 1.3 For the avoidance of doubt, Samsung's obligation to provide the support services under this Agreement shall be limited for the Service, and Samsung shall have no obligation to provide any support services with respect to Approved Devices or any product, device, software or service other than the Service. Approved Devices may be subject to a limited warranty service depending on applicable warranty policies as separately provided with such Approved Devices. However, Approved Device warranty service may be limited since a Samsung Authorized Service Centre may not be able to alter or reset configurations or security policies enabled by the Customer's IT admins for the Service. For example, if the Customer's IT admins have restricted firmware update on the Approved Device, a Samsung Authorized Service Centre may not be able to conduct a firmware update even though it is necessary to fix an issue unless and until the Customer's IT admins revert the restriction.

2. Severity Definition and Expected Response Times

- 2.1 Issue severity shall be classified into four levels of issue and the default Severity Level is 3. Samsung may reassign the Severity Level for each issue based on the Severity Definition described in the table below.
- 2.2 Samsung aims to respond to issues based on the First Response Times indicated in the table below according to Working Hours. Vodafone cannot confirm that this will be possible in all circumstances and consequently does not offer compensation or service credits if this target is not achieved.

Severity Level	Description	Service Response Time
Severity 1	<p>The Service is not operational. A significant number of Users are impacted. No workaround is immediately available.</p> <p><u>Examples of Severity Level 1:</u></p> <ul style="list-style-type: none">• The Service is down or halted, severely impacting normal business operation.• There are an inordinate number of issues over a short period of time in a high-impact environment.	2 Working Hours
Severity 2	<p>Widespread or sporadic impairment of the Service. The issue is impacting a moderate number of Users and is affecting normal business operation, but workarounds are available.</p> <p><u>Examples of Severity Level 2:</u></p> <ul style="list-style-type: none">• Service performance degradation• Issue highly impacts Customer's ability to do work, but business operation can continue for a reasonable amount of time before issue becomes critical	4 Working Hours
Severity 3	<p>An issue that causes impairment to portions of the Service. The issue impacts a small number of Users and minimally impacts normal business operation.</p> <p><u>Examples of Severity Level 3:</u></p>	1 Working Day



Service Levels

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Severity Level	Description	Service Response Time
	<ul style="list-style-type: none">• Low impact with acceptable work-around in place• Occurs intermittently, inconsistently	
Severity 4	<p>An issue that causes minor impairment to portions of the Service. The issue has little or no impact to Users and normal business operation. This category can apply to support of a general nature.</p> <p><u>Examples of Severity Level 4:</u></p> <ul style="list-style-type: none">• Customer has a “how-to” question• Configuration change• A new feature request	2 Working Days

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Mandatory Accompanying Services



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In order to receive the Service, Customer must provision the Mandatory Accompanying Services set out below:

Mandatory Accompanying Service	Provided by	Applicable Core Service Elements
Mobility Service (at least one mobile Connection per Core Service Element licence purchased)	Vodafone	All Core Service Elements
Samsung KME Facilitation Service	Vodafone Vodafone can enrol new Approved Devices purchased from Vodafone, however, if Customer already owns an Approved Device, Customer will need to contact Samsung directly for enrolment.	Knox Configure Knox Suite Knox E-FOTA (recommended by Vodafone)

Where Customer selects Knox Configure, Knox Suite and/or Knox E-FOTA as a Core Service Element, Customer acknowledges and agrees to be bound by the Samsung KME Facilitation Service Terms, which are available on www.vodafone.co.uk/terms



1. Knox E-FOTA Third Party Provider Terms

- 1.1 Where Customer purchases the Knox E-FOTA Service Element(s), Customer acknowledges and agrees to the following:
- (a) Depending on Customer's Knox E-FOTA policy, and as compared to devices that are not subject to the Knox E-FOTA policy, the Knox E-FOTA Service Element may (i) limit and restrict the User's device from receiving regular updates and upgrades (including critical security updates and OS upgrades) and/or (ii) download and install certain updates without consent or permission from the User which may incur additional data charges (collectively, "**Limitations**").
 - (b) Customer acknowledges such Limitations and shall ensure that it clearly notifies Users of such Limitations and obtains legitimate consent from Users prior to applying the Knox E-FOTA Service Element to such Users' devices.
 - (c) The Customer shall, upon reasonable request from Samsung, promptly provide and apply all necessary updates and upgrades that are critical to the device performance, safety and security regardless of its Knox E-FOTA policy.
 - (d) Customer acknowledges that, the current version of the Knox E-FOTA Service Element only supports Samsung devices with (1) Android OS version Nougat or later; and (2) Knox Software Version v2.7.1 or later.
 - (e) Samsung may, in its sole discretion, upgrade, update, change, modify, delete, cease any features of the Knox E-FOTA Service Element from time to time. Customer acknowledges that such changed features may not be compatible with certain device models and/or OS versions / Knox Software Versions.
 - (f) Customer shall properly notify and guide its Users that the Knox E-FOTA applied device (including any software within the device) may only be modified, updated, or upgraded by the Customer's IT administrator and no one else. In the event the User modifies, updates, or upgrades the Knox E-FOTA applied device (including any software within the device) by itself, including receiving such updates from Samsung or its service centres upon User request (collectively, "**Unauthorized Self-Update**"), Samsung and Vodafone will not be responsible for any damage or loss arising from such Unauthorized Self-Updates and will not be performing any support services thereto.



Definitions

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The following definitions are applicable to the Services:

Android	means an open-source operating system used for smartphones and tablet computers.
Approved Device	<p>means a Samsung-branded product with an IMEI number that is owned by Customer and which is listed on the following link as applicable to the relevant Service Element: https://www.samsungknox.com/en/knox-platform/supported-devices.</p> <p>An Approved Device can be supplied by either (1) Vodafone; or (2) a third party. Where supplied by a third party, Customer is responsible for the enrolment of the Approved Device with Samsung KME.</p>
IMEI	the International Mobile Equipment Identity number.
Knox Software Version	means the version of Samsung Knox software on the Approved Device which dictates the types of capabilities the Approved Device can perform.
Mobile Device Management or MDM	means the administration of mobile devices, such as smartphones, tablet computers and laptops. MDM is usually implemented with the use of a third-party product.
Operating System	means system software that manages computer hardware, software resources, and provides common services for computer programs.
Per Device Option	means when a device licence is purchased and used on certain Approved Devices, the commercial licence for Knox Configure is exhausted and non-transferable.
Per Seat Option	means when a device licence is purchased and used on certain Approved Devices, the commercial licence for Knox Configure is transferable to another Approved Device.
ProKiosk Mode	is a feature that provides the Customer with a variety of extended options to lock down or configure Approved Devices that are intended to be used as a kiosk device. ProKiosk Mode can be used to restrict Approved Device operations to a specific application, or a group of applications, or to limit unwanted Approved Device activity in uniquely targeted deployments.
Samsung	Samsung Electronics (UK) Limited, who for the purposes of this Agreement, shall be a Third Party Provider.
Samsung Authorized Service Centres	means a Third Party Provider who is authorised to repair Approved Devices.
Samsung Knox Mobile Enrolment	means the Service Element that enables Customer to automate the configuration of its chosen MDM service on Approved Devices.
Staggered Option	means a Knox Configure Setup edition licence enabling Customer to utilise licences more efficiently as Customer may not initially use Knox Configure once purchased, or deploy devices at the same time. Using the Staggered Option, Customer creates a Knox Configure Setup edition profile and assigns devices per usual. Customer then selects the Staggered Option and ensures each activated Approved Device has a different expiration date based on the Approved Device's activation date.



Definitions

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Vodafone Business Marketplace (“VBM”)	means the platform set out at https://marketplace.vodafone.co.uk/home .
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