



Mobile Device Management Services Schedule

This agreement consists of the terms and conditions set out in this Mobile Device Management Services Schedule (the “**MDM Services Schedule**”) together with the Master Terms and Conditions for the Supply of Goods and/or Services and the Mobile Services Schedule the Initial Order and any subsequent Orders (together the “**Agreement**”).

The Master Terms and Conditions for the Supply of Goods and/or Services and the Mobile Services Schedule can be accessed via the following links:

eir.ie/masterterms

eir.ie/business/mobile-terms

All definitions not defined in this Agreement shall have the meaning ascribed to them in the Master Terms and Conditions and the Mobile Services Schedule (as applicable).

eir reserves the right to update or make changes to this MDM Services Schedule, the Master Terms and Conditions and the Mobile Services Schedule at any time with or without notice to Customer.

1. DEFINITIONS

In this Agreement the following terms mean:

- 1.1 “**Accredited Education Institution**” means a public or privately funded body, non-profit making, and not owned by a commercial organisation. The institution may take the form of:
 - 1.1.1 a university or college offering education leading to nationally recognised qualifications or levels of academic achievement accredited by a regional or national accrediting council or commission or appropriate government agency or board of education of the state or country in which the educational institution is located;
 - 1.1.2 a teaching hospital associated with an accredited institution;
 - 1.1.3 a research institution, or consortia comprised of accredited institutions; or
 - 1.1.3 a primary, elementary or secondary level school, either publicly or privately funded, where education is the principal objective leading to nationally recognised qualifications or levels of academic achievement, accredited to deliver education by national or regional councils or agencies.
- 1.2 “**Active Directory Management Tools**” means a collection of Active Directory tools which will include at the minimum the AD Bulk User Creation Tool, the AD Bulk User Update Tool and the User Unlock Tool
- 1.3 “**Agreement Term**” means the duration of this Agreement;
- 1.4 “**Authorised User Licence**” is a unit of measure by which the Licenced Service can be obtained. Customer must obtain separate, dedicated entitlements for each unique Authorised User given access to the Licenced Service in any manner directly or indirectly (for example: via a multiplexing program, device, or application server) through any means. Sufficient entitlements must be obtained to cover the number of End Users given access to the Licenced Service;
- 1.5 “**Binding Corporate Rules**” means a framework of privacy guidelines which are in addition to the IBM Privacy Policies and which are approved by the European Union;
- 1.6 “**Content**” means Customer Data.



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- 1.7 **"Customer"** means **"Licencee"** and includes an eir Business customer, including any corporate, small-medium business, Accredited Education Institution or any other eir business customer as set out in an Order;
- 1.8 **"Customer Data"** means the data inputted into the Licensed Services by the Customer and/or End Users (or by eir on the Customer's behalf) for the purpose of using the Licensed Services or facilitating the Customer's use of the Licensed Services and includes Customer account data which means all information about Customer and End Users provided to eir or collated by eir (including through tracking and other technologies, such as cookies) which is processed in accordance with the terms of this Agreement.
- 1.9 **"Device"** means any mobile device such as tablet, smartphone, mobile phone, netbook or similar computing device/instrument that is supported by the Licensed Services;
- 1.10 **"Documentation"** means the documentation and user guides made available to the Customer by eir to support Customer's use of the Licensed Services made available online via eir.ie/business or such other web address notified by eir to the Customer from time to time which sets out a description of the Licensed Services and the user instructions for the Licenced Services;
- 1.11 **"eir,"** means Eircom Limited incorporated in Jersey number 116389, registered as branch in Ireland, number 907674, with a branch address at 2022 Bianconi Avenue, Citywest Business Campus, Citywest Dublin D24 HX03;
- 1.12 **"End Users"** means the Customer's employees, agents, Affiliates and contractors authorised to use the Licensed Services under this Agreement for the purposes of the Customer's business;
- 1.13 **"Service Desk"** means the support services provided by eir to Customer in respect of the Licensed Services via email at the following email address emobileforbusiness@eir.ie, telephone on the following number 1921 (From abroad dial: +353 1 701 1450)
- 1.14 **"IBM MaaS360"** means eir's third party supplier and licensor of the MaasS360 software to eir;
- 1.15 **"Licence"** means a unit of measure by which the Licenced Services can be obtained;
- 1.16 **"Licensee"** means the Customer.
- 1.17 **"Licensed Services"** means the provision and use of the Licensed Software and the Documentation together as offered to Customers and as described herein;
- 1.18 **"Licensed Software"** means (a) the object code to IBM MaaS360 software service application; (b) other related software applications delivered to Licensee under this Agreement; and (c) any modified, updated or enhanced versions of such applications that eir provides to Customer as part of the Licensed Services;
- 1.19 **"Managed Client Device Licence"** is a unit of measure by which the Licenced Service can be obtained. A Managed Client Device is a single user computing device or special purpose sensor or telemetry device that requests the execution of or receives for execution a set of commands, procedures, or applications from or provides data to another computer system that is typically referred to as a server or is otherwise managed by the server. Multiple Client Devices may share access to a common server. A Managed Client Device may have some processing capability or be programmable to allow a user to do work. Client must obtain



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entitlements for every Client Device which runs, provides data to, uses services provided by, or otherwise accesses the Licensed Service;

- 1.20 **"Minimum Period of Service"** is twelve 12 months, commencing on the Operational Service Date, an Order that is for less than 12 months will be deemed to be for the Minimum Period of Service and will be binding on Customer;
- 1.21 **"Normal Business Hours"** means 8.30-20.00 Monday to Friday (excluding Bank Holidays)
- 1.22 **"Operational Service Date"** means the date(s) on which a Service is first made available by eir to the Customer;
- 1.23 **"Scheduled Maintenance"** means planned maintenance to the Licenced Services that will be notified by eir to Customer in advance;
- 1.24 **"Site"** means the IBM Cloud Platform;
- 1.25 **"Use"** means accessing the Licenced Services from a remote location.

2. AGREEMENT

- 2.1 Upon execution of the first Order (the **"Initial Order "**) the Initial Order and this Agreement shall come into force. All subsequent Orders entered into between eir and Customer shall be governed by the terms of this Agreement.
- 2.2 Customer may place orders for its Affiliates under this agreement and grant its Affiliates administrative rights to manage the Licensed Services but Affiliates may not place Orders under this Agreement. If Customer grants any rights to Affiliates with respect to the Licensed Services those Affiliates will be bound by this agreement and Customer agrees to be jointly and severally liable for any actions of its Affiliates related to their use of the Licensed Services.
- 2.3 Customer may modify the quantity of the Licensed Services in an Order during the Minimum Period of Service specified in that Order. If Customer decreases the quantity of Licensed Services during the Minimum Period of Service eir may charge Customer a cancellation fee for the decrease in quantity of the Licensed Services. Any additional Licenced Services added to an Order during the Minimum Period of Service will expire at the end of the Minimum Period of Service specified in that Order.
- 2.4 Section 1.3 in the Master Terms and Conditions shall be deleted and replaced as follows:
- 2.5 If there is any conflict or ambiguity between any provision contained in this MDM Service Schedule the master terms and conditions and any provision in the Mobile Services Schedule or Order or other attachment in this Agreement the order of precedence shall be as follows:
 - (i) Mobile Device Management Services Schedule;
 - (ii) Master Terms and Conditions;
 - (iii) Order form;
 - (iv) Business Mobile Services Schedule.

3. LICENCED SERVICES

- 3.1 Subject to payment of the Charges eir grants to Customer a non-exclusive, non-transferable, non-sub licensable, revocable licence to install and use the Licensed Software for Customer's internal business purpose in the ordinary course of its business and the



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Documentation for inactive backup and disaster recovery purposes for the Minimum Period of Service agreed in the relevant Order and subject to the specific terms of the Order and this Agreement.

- 3.2 Customer is authorised to use the Licensed Software only as part of the Licensed Services and may not use the Licensed Software separate from the Licensed Services.
- 3.3 The Licensed Services are licenced not sold to the Customer under this Agreement and all right, title and interest in and to the Licensed Services (including intellectual property rights) at all times remain with eir and/or its licensors.
- 3.4 eir and/or its licensors shall electronically deliver the Licensed Services to Customer.
- 3.5 Customer's access shall be limited to the End Users who are licensed to use the Licenced Services. Where an Order specifies a maximum number of licenses unless otherwise specified:
 - 3.5.1 Managed Client Device licenses cannot be shared or used on more than one Device, but a licence may be re-assigned to a new Device which replaces the former Device as long as such former Device no longer connects to the Licensed Services;
 - 3.5.2 Authorised User licenses may be shared or used on more than one Device;
 - 3.5.3 Any additional licenses purchased under an Order shall terminate on the same date as the pre-existing licenses under that Order;
 - 3.5.4 For billing purposes, Customer's total license count on an Order is determined by the number of Managed Client Devices and Authorised Users that connect to the Licensed Services;
 - 3.5.5 Customer is only authorised to use the number of licences specified in an Order; and,
 - 3.5.6 Each Authorised User Licence can only be used by one End User.
- 3.6 Licensed Services that are available for "Educational Use Only" are only available to a Customer that is an Accredited Education Institution and that Customer may only use the Licensed Services incorporating the "Educational Use Only" software for its own academic and/or administrative related purposes and may not use the Licensed Services in the performance of commercial services for any third party.
- 3.7 Customer shall promptly notify eir via the Service Desk of any unauthorised use of the Licensed Services, any possible misuse of Customer accounts or authentication credentials or of any other breach of security occurring as a result of any activities of any End User or of any vulnerabilities that Customer believes are contained in or caused by the Licensed Services such that eir may take or recommend appropriate remedial measures. eir shall have no liability for any loss or damage arising from Customer's failure to comply with the provisions of this Section and eir specifically excludes and disclaims all such liability.
- 3.8 Customer can print a reasonable number of copies of the soft bound version of the Documentation provided with the Licensed Services solely for internal use for back-up and disaster recovery purposes only.
- 3.9 Customer agrees that it will not access or use (or attempt to access or use) the Licensed Services and/or the Site to:



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- 3.9.1 sub-licence, sell, rent, lease, re-sell, transfer, assign, distribute, display, host, outsource, disclose or otherwise commercially exploit or make the Licensed Services (or any part thereof) or materials available to any third party, except as may be expressly provided under this Agreement.
- 3.9.2 attempt to obtain (or assist third parties in obtaining) access to the Licensed Services other than as provided under this section or make the Licensed Services available in any form other than as provided to Licensee by eir.
- 3.9.3 access, or attempt to access the accounts of others to collect or attempt to collect personal information about third parties without their consent, or to penetrate or attempt to penetrate security measure of eir, 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.
- 3.9.4 disable, tamper with or otherwise attempt to circumvent any billing mechanism that meters Customer's use of the Licensed Services.
- 3.9.5 infringe any copyright, database right, trade mark, trade secret or other property right of any other person;
- 3.9.6 attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Licensed Services in any form or media or by any means;
- 3.9.7 undertake or attempt the measurement or monitoring of any aspect or attribute of the Licensed Services for the collection of commercial or technical intelligence, or comparison with any other service;
- 3.9.8 use the Licensed Services in any way which is unlawful, illegal or fraudulent, or has any unlawful, illegal or fraudulent purpose or effect or violate any applicable law or regulation;
- 3.9.9 translate, reverse engineer, decompile, disassemble or otherwise derive the source code of the Licensed Services or work around technical limitations in the Licensed Services or any of the related features of the Licensed Services or allow third parties to do so;
- 3.9.10 send or store malicious code in connection with the Licensed Services and may not transmit or store material containing any virus, worms, Trojan horses or other harmful computer code when using the Licensed Services;
- 3.9.11 use for an unlawful, obscene, offensive or fraudulent Content or activity such as advocating or causing harm, interfering with or violating the integrity or security of a network or system, evading filters, sending unsolicited, abusive or deceptive messages, viruses or harmful code or violating third party rights transmit or upload and/or store unlawful infringing, obscene, offensive or fraudulent Content or engage in any activity causing harm interfering with or violating the integrity or security of a network or system, evading filters, sending unsolicited, abusive or deceptive messages, viruses or harmful code, or violating third party rights threatening, libellous or otherwise unlawful or offensive Content, materials or information that violates the privacy rights of any person;



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- 3.9.12 attempt to gain unauthorised access to any systems or networks that connect thereto or otherwise interfere with the operation of the Licensed Services or in any way with the use or enjoyment of the Licensed Services by others;
- 3.9.13 upload or attempt to upload any Content into the Licenced Software.
- 3.10 In the event of a complaint or notice of violation of the Licenced Services eir may suspend use of the Licenced Services until resolved and reserves the right to terminate the Licenced Services if the complaint or violation is not resolved promptly.
- 3.11 The Licensed Services will automatically transmit to eir information about the computing and network environment in which the Licensed Services are deployed by Customer and the data usage and systems statistic of the deployment. The Licensed Services will automatically collect information about the operation, organisation and use of the Licensed Services and such information will be used to improve the Licensed Services and customer experience including usage suggestions. Collection of information by the Licensed Services including any associated software is necessary to provide the Licensed Services and cannot be disabled.

4. CHARGES AND PAYMENT

- 4.1 Customer shall in consideration for the supply of the Licensed Services pay the Charges set out in the applicable Order in accordance with the terms of this Agreement.

5. SUSPENSION AND TERMINATION

- 5.1 The following provisions apply on termination of the Agreement:
 - 5.1.1 all licences granted under this Agreement shall immediately terminate;
 - 5.1.2 each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;
 - 5.1.3 eir shall return or destroy Customer Data in its possession unless eir receives, no later than ninety (90) days after the effective date of the termination of this Agreement, a written request for the delivery to Customer of the then most recent back-up of the Customer Data. eir shall use reasonably commercial endeavours to deliver the back-up to Customer within thirty (30) days of eir receiving such written request, provided that the Customer has, at that time, paid all Charges and charges outstanding at and resulting from termination (whether or not due at the date of termination).
- 5.2 eir may terminate this Agreement at any time for no reason by way of notice in writing to the Customer and such notice will have the effect to immediately terminate the Agreement and all Orders under the Agreement.

6. CUSTOMER'S OBLIGATIONS

- 6.1 Customer will:
 - 6.1.1 ensure that the End Users use the Licensed Services in accordance with these terms and conditions and Customer shall be responsible for any End User's breach of this Agreement;
 - 6.1.2 manage End Users' login details and set appropriate access permissions for End Users;



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- 6.1.3 ensure that Customer's network and systems comply with the relevant specifications provided by eir from time to time;
 - 6.1.4 be solely responsible for procuring and maintaining Customer network connections and telecommunications links from Customer's systems to eir's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to Customer's network connections or telecommunications links or caused by the internet;
 - 6.1.5 be solely responsible for installing any components required for the Licensed Services on Customer Devices and for obtaining and maintaining all computer hardware, software and communications equipment and services needed to access the Licensed Services;
 - 6.1.6 use all reasonable endeavours (including the use of reasonable technical and organisational security measures) to prevent any unauthorised access to, or use of, the Licensed Services and, in the event of any such unauthorised access or use, promptly notify eir.
- 6.2 Customer is solely responsible for the content of all Customer Data. Customer will secure and maintain all rights in Customer Data necessary for eir to provide the Licensed Services to Customer without violating the rights of any third party or otherwise obligating eir to Customer or to any third party. eir does not and will not assume any obligations with respect to Customer Data or to Customer use of the Licensed Services other than as expressly set forth in this Agreement or as required by applicable law.
- 6.3 Customer shall give written notice to eir before Customer deploys the Licensed Services on Devices that do not have Internet connectivity (e.g., a Device used on an internal network where no Internet connectivity is permitted) or has limited Internet connectivity.

7. EIR'S OBLIGATIONS

- 7.1 eir will provide regular upgrades to the Licenced Services.
- 7.2 The Licensed Services may be subject to limitations, delays, inaccessibility and other problems that are inherent in the use of the Internet and eir is not responsible for and disclaims all liability for any delays, failures or damage resulting from such problems.
- 7.3 eir will notify Customer of any Scheduled Maintenance to the Licenced Services by giving Customer five (5) days' advanced notice in writing.
- 7.4 eir will provide technical support to Customer in relation to the Licensed Services via a Service Desk which will be available weekdays during Normal Business Hours between the hours of 0800 and 1800.
- 7.5 eir will provide hardware, software and connectivity to access and use the Licenced Services including any required eir URL addresses and associated certificates

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1 Customer acknowledges and agrees that eir and/or its licensors own all Intellectual Property Rights in the Licensed Services. Except as expressly stated herein, this Agreement does not grant Customer any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in the Licensed Services.



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9. LIMITATION OF LIABILITY

- 9.1 The Licensed Services are provided to Customer on an “as is” basis. eir, its licensors and all third party service providers used by eir disclaim any and all liability for consequential and other indirect damages and implied warranties, including the implied warranties of non-infringement, satisfactory quality, merchantability and fitness for a particular purpose.
- 9.2 The collective liability of eir, including its contractors and suppliers and its third party service providers including their contractors and suppliers is subject to the limitation of liability in this Agreement.

10. CUSTOMER DATA AND DATA PROTECTION

- 10.1 In addition to Section 18 of the Master Terms and Conditions the following Customer Data and Data Protection terms apply. Should there be a conflict between Section 18 of the Master Terms and Conditions and the following terms, the following terms shall take precedence.
- 10.2 The MDM Service is a cloud service powered by eir’s supplier IBM who is providing the IBM MaaS360 software. IBM will be sub-processing personal data on eir’s behalf in accordance with IBM’s data security and privacy principles which are available at the following link: ibm.com/cloud/data-security. Any changes to IBM’s data security and privacy principals will not degrade the security of the MDM Service.
- 10.3 The MDM Service is designed to provision, manage, monitor and control Devices. The MDM Service will collect information from End Users and Devices that are authorised by Customer to interact with the MDM Service for which Customer has subscribed. The MDM Service collects information that alone or in combination may be considered personal information. Collected data may include End User’s name, telephone number, registered e-mail address and Device location, user-ID and browsing history from eir’s MDM browser information about End User’s Device hardware, software and settings, and information generated by the Device. The information collected and processed may be used by the Customer and by eir and eir’ supplier IBM on behalf of the Customer, for the following purposes: (1) to provide the MDM Services; (2) to learn about connection performance and Device information; (3) for purposes of invoicing the Customer; and (4) and for any other purposes authorized by eir’s Privacy Policy which is available at the following link: eir.ie/privacycentre
- 10.4 Customer is responsible to obtain its End User’s consent to any collection and use of the End User’s personal information that is collected by Devices that have the MDM Services Licensed Software installed on them.
- 10.5 Customer agrees that eir and its suppliers may transfer the collected information including any personally identifiable data to processors or sub-processors outside of the European Economic Area and countries considered by the European Commission to have adequate levels of security pursuant to contractual terms in accordance with the applicable data protection legislation. Customer authorises eir’s service provider IBM to collect, process, and use Customer Data in accordance with the terms of this Agreement. IBM has approved Binding Corporate Rules in place which apply globally to all IBM entities and IBM sub-processors and which will ensure that any Customer Data transferred internationally will be done in a safe and lawful way.
- 10.6 Customer recognises that the MDM Service does not offer features for the protection of sensitive personal data or data subjects that may be subject to additional regulatory requirements. Customer acknowledges that eir and IBM has no knowledge of the types of



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data that is included in Customer Data, and cannot make an assessment as to the suitability of the security protections which are in place for any such data.

- 10.7 Customers using the MDM Services will be the data controller for their Customer Data and the Customer is responsible for the collection, processing, use and management of its Customer Data gathered through its use of the MDM Services. eir will act as the data processor on the Customer's behalf and may sub-process the data processing to IBM.
- 10.8 Customer Data will be removed from the MDM Services upon the expiration or cancellation of an Order and/or the Agreement unless required otherwise by a required purpose or applicable law in which case the collected information will be retained for the duration required by such purpose or applicable law. Customer Data is not archived, however some Customer Data may remain in backup files until expiration of such files as governed by applicable backup retention practices and the data retention policy of IBM at: ibm.com/ie-en/privacy/details as applicable.