

BT Master Services Agreement

MobileXpress™ from BT

Annex to the General Services Schedule

(Doc Ref: 24.1 July 2013)

1 Definitions

Not Used

2 Service Description

MobileXpress™ from BT is a data service which gives Users access to their corporate LAN, intranet and e-mail via the public Internet using a range of access methods (together, MobileXpress Professional) through a single customer interface (MobileXpress Client or MobileXpress App) and common authentication.

The following features are available, although not all features can be ordered together. The features ordered by the Customer will be specified on the Order.

2.1 MobileXpress Professional

Not all access options are available for all Service options, or from all geographies.

2.1.1 MobileXpress Professional Dial Access provides access to the Internet using local, long-distance or Toll-Free numbers. On-Net dial access gives direct access to the MobileXpress Network that is the network infrastructure owned and managed by BT and used to provide the Service. Offnet access gives access to the Internet via other Internet Service Providers (ISPs).

2.1.2 MobileXpress Professional Wi-Fi provides access from Wi-Fi “Hotspots”.

2.1.3 MobileXpress Professional Hotel Ethernet delivered by a fixed Ethernet connection.

2.1.4 MobileXpress Professional Internet Teleworker provides DSL access and is available only in the UK. The Customer nominates a “Customer Administrator” who will use a portal (“the Workplace”) to manage provision and service management of DSL access for Users.

The Service is available on a BT provided PSTN line to Users within the Service Availability Area (the DSL coverage area in the UK as amended by BT from time to time), and consists of:

- Activation of a User’s existing PSTN line to support DSL access. (The provision of PSTN is not part of the Service).
- Support for migration from an existing DSL provider. The User must obtain a code (“Migration Authority Code”) from the existing DSL provider, and is responsible for proper termination of the contractual relationship with the existing DSL provider and any termination charges)
- Management reports (via the Workplace).

If the Customer orders static IP for use with Internet Teleworker, the IP addresses will be allocated to Users by BT and cannot be pre-selected. The Customer must get BT’s written agreement if static IP addresses will be allocated to more than ten per cent (10%) of Users.

2.2 MobileXpress Toolkit

The MobileXpress Toolkit is a web-based management portal for the MobileXpress Service which is made available to the Customer administrator.

2.3 MobileXpress Security Options

The MobileXpress Security Options cannot be provided in Cuba, Iran, North Korea, Sudan and Syria.

2.3.1 Mobile SSL VPN

Mobile SSL (Secure Socket Layer) VPN creates secure and private communication tunnels over any transport infrastructure allowing access to selected applications over the Internet. The Premises SSL VPN server configuration (the “Configuration”) resides in a Customer firewall DMZ and is connected via that firewall to the Customer’s network.

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BT will provide the Service based on the Customer's estimated number of Users. If the actual number of Users exceeds the estimate, then the Customer may experience degradation of Service and will incur additional charges if BT has to provide additional hardware or software.

The Mobile SSL VPN option may require a software client to be temporarily installed on the User device used to connect to the Configuration. Operating systems may change from time to time and BT reserves the right to discontinue support of any operating system at any time.

2.3.2 Mobile ID

Mobile ID uses RSA Security's SecurID tokens together with a BT hosted and managed authentication server to validate the User's Access Code and passcode.

The Customer may supply its own SecurID authentication tokens or order tokens from BT. There are a number of token "packages" each with a different number of tokens. Alternatively the Customer can order Token Code delivery via SMS or email.

Customer provided tokens must have a remaining life expectancy of at least twelve (12) months and be compatible with BT system.

BT will provide tokens with a life expectancy of two (2) years unless otherwise agreed in writing. **Unless otherwise stated on the Order a Minimum Period of Service of two (2) years applies to each Mobile ID Order.**

SecurID is a product and licensed trademark of RSA Security, Incorporated.

2.3.3 MobileXpress Desktop Management

MobileXpress Desktop Management gathers real-time information from User's devices to enable the Customer to manage its software and hardware assets, track software version, usage trends, manage licence keys and enforce security policies.

Software is installed on each User device, making the device a "licensed User", and managed via a server located in a BT datacenter. The Customer is given access to the server via an Internet portal. The Desktop Management server is shared with other customers, but no customer can see or access the policies or domains of any other customer.

When the Customer orders the service an account will be set up on the Desktop Management server, and a Customer-specific software agent will be created for its Users, which will be made available via the Customer's MobileXpress Toolkit account.

There are three MobileXpress Desktop Management software feature bundles available. The Customer may order only one, which will then apply to all licensed Users.

2.3.3.1 Essential Feature Bundle

Enables the Customer administrator to download the software agents to each of its User's devices and manage them remotely via the Console. The Customer administrator can discover all IP devices on the network, monitor the status of each, have visibility into all parameters of each device, review the installed application status, and perform remote updates of operating systems, application software and licence keys.

2.3.3.2 Standard Feature Bundle

Enables the Customer administrator to perform all the functions of the Essential Feature bundle and review and update any User's 3rd-party Anti-Virus software and enforce compliance to industry security standards and practices.

2.3.3.3 Advanced Feature Bundle

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Enables the Customer administrator to perform all the functions of the Standard Feature Bundle and enforce industry Federal- and Defence-level security standards.

2.4 MobileXpress Client

- 2.4.1 The MobileXpress Client is a BT proprietary software package provided as part of the Service that provides Users with a Graphical User Interface (GUI) for accessing the Service. All MobileXpress access methods may be integrated into the MobileXpress Client. On request, BT will create a set of profiles that controls how Users make connections, the permitted access method(s) and User details. The Customer can distribute these to Users via any mechanism, such as email, or a web page. BT will provide up to three (3) sets of profiles in any Year.
- 2.4.2 The MobileXpress Client software automatically creates a unique Identity when installed or re-installed on a device. Charges for the Client are based on the number of active Client software instances (An active instance is where a unique client software Identity has successfully connected to a network with Internet connectivity) of the MobileXpress Client in any Month.
- 2.4.3 Each instance of MobileXpress Client software continually collects session and Client parameter information, which is automatically transmitted to BT at the start of each session that uses Internet access. Customers must not actively block or restrict this session data - the MobileXpress Client will cease to operate if this data is restricted
- 2.4.4 The Customer acknowledges that suppressing the display of Toll-Free numbers in the MobileXpress Client Phonebook does not prevent their use if the User finds the number by other means.

2.5 MobileXpress App

- 2.5.1 The MobileXpress App is designed for use on smart device operating systems and is available through relevant vendor application stores. Once installed, the App provides Users with a Graphical User Interface (GUI) for accessing the MobileXpress Wi-Fi Service only. The App initially requires an activation code which is available from the Welcome Letter. The App can then only be used in conjunction with a MobileXpress Access Code.
- 2.5.4 An auto-connect feature can be enabled or disabled by the User within the MobileXpress app settings. This function will automatically log the user into the MobileXpress Wi-Fi service when a suitable SSID is available.
- 2.5.5 Full details of supported operating systems and Wi-Fi footprint are covered within the MobileXpress App application store posting. Exact MobileXpress App functionality may vary between different platforms due to limitations of technical capabilities within each operating system. Updates to the MobileXpress App will be delivered automatically through the vendor's application store.

2.6 MobileXpress Access Code

The MobileXpress Access Code is the Network Access Identifier (NAI) used to connect to the Service. The NAI Access Code format consists of a UserID (the User's specific log-on credentials) and a Namespace, the name registered with an Internet registration authority for use as part of the Customer's URL. The Customer may define the Namespace but it must have some significance to the Customer's registered Internet domain, trademarked product or service name.

Each Access Code for use with flat Charge pricing is provided for an individual User, or device, and the settings for the Service will prevent multiple concurrent connections.

2.7 Pricing Package Options

There are four MobileXpress Professional pricing options. Three have a flat Charge per Active User (where anyone who accesses the MobileXpress Network in any Month is an Active User) with a monthly minimum commitment of twenty-five (25) Active Users or as otherwise specified on the Order. Unused allowances cannot be passed to another User or carried forward to the next Month. The Customer must select one

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pricing option, which will be applied to all Active Users. The alternative to the flat Charge per Active User is a Pay As You Go (PAYG) option. The pricing package options are:

2.7.1 MobileXpress Professional Unlimited gives access to On-Net Dial, Offnet Dial, Toll-Free, Wi-Fi and Hotel Ethernet for a single monthly Charge per Active User.

2.7.2 MobileXpress Professional 50 gives access for up to fifty (50) hours via On-Net Dial, Offnet Dial, Wi-Fi and includes three (3) Hotel Ethernet sessions, for a single monthly Charge per Active User. Use of additional Access Options such as Toll-Free will be charged at the Charge rates specified in the Order.

Any User using the Service for more than fifty (50) hours in any Month will be charged at the Charge rates specified in the Order.

Any User's Wi-Fi access of more than twenty (20) hours in any Month will be charged at the Charge rates specified in the Order, and will not contribute to the fifty (50) hour allowance.

Any User's fourth (or more) Hotel Ethernet session in any Month will be charged at the Charge rates specified in the Order.

2.7.3 MobileXpress Professional 10 gives access for up to ten (10) hours via On-Net Dial, Offnet Dial, and Wi-Fi for a single monthly Charge per Active User. Use of additional Access Options such as Toll-Free or Hotel Ethernet will be charged at the Charge rates specified in the Order.

Any User using the Service for more than ten (10) hours in any Month will be charged at the Charge rates specified in the Order.

2.7.4 MobileXpress Professional Variable gives PAYG access to Users via On-Net Dial, Offnet Dial, and Wi-Fi. There is no minimum number of Users but in addition to the Usage Charges there is a monthly charge to use this pricing option

2.7.5 MobileXpress Desktop Management Orders must specify the number of User licenses required. The number of Users may not exceed the number of licenses, but if necessary the Customer may order additional licenses at any time. The Customer acknowledges that once a licence has been assigned to a device it will be counted against the total number of licences ordered and it cannot be reassigned until the previously designated device is manually removed from the service by the Customer via the management console.

3 Service Delivery

3.1 For Proxy based authentication, the OSD is when BT sends a Customer Welcome letter confirming the creation of the required Namespaces and the URL of the MobileXpress Client.

3.2 For Network based authentication, the OSD is when BT sends a Customer Welcome letter confirming the creation of the required Namespaces, the URL of the MobileXpress Client, and the either Toolkit Access Codes, or User Access Codes created by BT for the Customer.

3.3 For Internet Teleworker, the OSD is when BT sends a Customer Welcome Letter including the Administrator logon details to the Workplace management portal.

3.4 For Mobile SSL VPN, the OSD is when BT sends a Customer Welcome Letter confirming that the SSL Servers have been configured.

3.5 For Mobile ID, the OSD of the overall service is when BT sends a Customer Welcome Letter confirming service availability, and for each RSA token when the token is sent to the Customer.

3.6 For Desktop Management, the OSD is when BT sends a Customer Welcome letter confirming the creation of the Administrator's Desktop Management Access Code.

3.7 BT does not make Dial access to certain POPs in some countries available, due to security concerns about unauthorised use of Access Codes unless the Customer requests it in writing. If BT makes

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access available, the Customer acknowledges that all Users will be able to use the “restricted” POPs and the Customer expressly accepts responsibility for paying all Charges incurred for use of the POPs.

- 3.8 Occasionally BT may change some MobileXpress On-Net and Toll-Free access numbers. The changes will be made to the MobileXpress Client Phonebook, which is downloaded by the MobileXpress Client. BT will allow a reasonable time for Users to update their MobileXpress Client Phonebook before withdrawing any On-Net and Toll-Free numbers. BT will make reasonable efforts to update changes suppliers make to Wi-Fi, Hotel Ethernet and Offnet access numbers.
- 3.9 BT may give instructions to the Customer to reconfigure or update the MobileXpress Client, Customer Authentication and Customer Accounting servers. BT will take reasonable steps to give the Customer time to execute such instructions before making any Service impacting changes.
- 3.10 MobileXpress App is not provided during the MobileXpress delivery process, but directly downloaded from the appropriate vendor’s application store.

4 BT Service Management Boundary (SMB)

The SMB for MobileXpress Professional depends on the option(s) ordered. In all cases the SMB includes the operation of a valid MobileXpress Client or MobileXpress App, on an approved operating system or device, the Authentication of a User on the BT Radius server, and the operation of the Mobile ID token if ordered from BT. It does not include operation of any Customer Authentication device if Proxy based authentication has been ordered.

- 4.1 For MobileXpress Professional On-Net, Offnet and Toll-Free services, the SMB is between the Network Access Server and the Internet.
- 4.2 For MobileXpress Professional Wi-Fi service, the SMB is between the Network Wi-Fi Access Point and the Internet.
- 4.3 For MobileXpress Professional Hotel Ethernet service, the SMB is between the Hotel Ethernet enabled device and the Internet.
- 4.4 For MobileXpress Professional Internet Teleworker service, the SMB is between the DSL connection in the User’s location and the Internet.
- 4.5 For Mobile SSL VPN service, the SMB is the LAN interface on the SSL VPN Server if BT provides the network service and between the LAN interface and the WAN interface on the SSL Server if not.
- 4.6 For Mobile ID the SMB are the Mobile ID Authentication Token and the Mobile ID authentication servers.
- 4.7 For the Desktop Management service, the SMB is the BT Equipment (including any software used to provide the Service) and the software client used to provide the Service on the User’s PC.

5 The Customer’s Responsibilities

- 5.1 In order to properly use the MobileXpress Service, and for BT to be able to effectively progress incidents, the Customer must use and ensure that Users use the MobileXpress Client software and that all Users update their MobileXpress Client software and MobileXpress Client Phonebook. Each updated version of MobileXpress Client software expires three (3) years after release and failure to update before expiry will result in loss of Service.
- 5.2 Before deploying the Service, the Customer shall ensure that its PCs and devices meet BT’s minimum technical requirements for accessing the Service. Details are available from BT and are updated from time to time.

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- 5.3 Charges for the Customer's use of PSTN, ISDN and GSM are NOT included in BT Charges and the Customer must pay such charges directly to the PTSP. The Customer is responsible for the resolution of Incidents with:
- PSTN, ISDN or GSM access; and
 - Customer provided 3G access services used in conjunction with the MobileXpress Client;
 - PC hardware or software.
- 5.4 The Customer is responsible for:
- providing any additional security and authentication requirements it deems necessary for access to applications on its network.
 - taking any necessary security precautions, and ensuring that Users take precautions, to protect from the possibility of hacking and viruses when using the Service.
 - administration of its LAN/IP addressing schemes and must provide BT with all information which may reasonably be required by BT in order to provide the Service.
- 5.5 BT will notify the Customer via the Service Centre of any unusual activity detected or notified by its suppliers. The Customer is responsible for reviewing such usage and confirming whether it is legitimate.

5.6 Employer Disclosure

In jurisdictions where an employer is legally required to make such disclosure to its employees, it is the Customer's responsibility to:

- 5.6.1 inform its employees and Users that as part of the Service being deployed by BT, the usage of any targeted applications by the Customer's employees and/ or Users may be monitored and reported to the Customer by BT; and
- 5.6.2 ensure that the Customer's employees and Users have consented or will be deemed to have consented to such monitoring and reporting, if such consent is legally required, and BT shall not be liable for any failure of the Customer to comply with this instruction and the Customer shall indemnify BT from and against any claims or actions brought by its employees or Users against BT arising out of the delivery of Services by BT in accordance with the terms hereof.

Any Customer data captured by BT in the delivery of the Service will remain the Customer's data and BT will only process this data to the extent necessary to deliver the Services or in accordance with the instructions of the Customer. At all times both Parties will comply with their respective obligations under applicable data protection and privacy legislation.

- 5.7 When ordering any of the security options or MobileXpress Desktop Management the Customer must provide a Security Officer(s) as a single point of contact available during Customer specified support hours. The Security Officer is the only individual(s) authorised to request the deletion or disabling of a Users access and is the User's contact for lost or stolen tokens or forgotten PINs in relation to the Mobile ID service. The Security Officer will be responsible for all issues related to MobileXpress Desktop Management including self-administration of the Desktop Management service such as defining policy enforcement parameters
- 5.8 For SSL VPN the Customer must ensure that each User has a unique identification credential to access the Service.
- 5.9 The Customer must provide the following at the Site for the installation of the Mobile SSL VPN Servers:

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- A firewall, with a DMZ in which the Mobile SSL VPN servers will sit; presented as Fast Ethernet or Gigabit Ethernet. If BT Radius authentication is required, the Customer firewall needs to support IPsec Sessions to the BT Radius;
 - Connectivity from the Mobile SSL VPN servers to the Customer's applications that Users will access;
 - Internet access to the Customer's Site;
 - A minimum number of IP addresses (internal and external) and network drops (front-end and back-end.) Exact requirements depend on the configuration and will be specified in the Order.
- 5.10 For Mobile ID the Customer is responsible for maintaining awareness of the remaining life of Tokens and or authorising replacement as required. BT will work with the Customer to identify tokens reaching "end of life" and to ensure that new tokens are ordered in a timely manner. The Customer acknowledges and accepts that network coverage and email filters may prevent the receipt of SMS or email Token codes.
- 5.11 When ordering Desktop Management the Customer must
- (a) order a User license for each User. BT reserves the right to validate that the Customer has purchased sufficient User licenses and to suspend or terminate the Service if the Customer does not obtain sufficient User licenses within thirty (30) days of being requested to do so by BT. The Customer may order additional User licenses at any time but may only reduce the number of User licenses following the Minimum Period of Service.
 - (b) ensure that the Policy that applies is appropriate for its environment. The Customer acknowledges responsibility for Policies implemented on the Service, whether defined by the Customer, BT or a third party. BT accepts no liability for any outages or incidents as a result of implementing any Policy.
- 5.12 MobileXpress App
- 5.12.1 The Customer acknowledges that if Users choose to use the MobileXpress App auto-connect feature, a session will be active after automatic connection even if the User is not using the service or sending data. The Customer is responsible for instructing Users to disconnect from the MobileXpress Wi-Fi service through the MobileXpress App before leaving a venue. Failure to logout may leave hung sessions which are chargeable and could be hijacked by other users. The Customer agrees to pay all such charges.
- 5.12.2 The Customer is responsible for ensuring that Users change the smart device settings to use local, home or private Wi-Fi services when required. The MobileXpress App does not manage these connections and failure to change to the require network through the smart device settings could result in the Users using the MobileXpress Wi-Fi service when alternative networks are available.

6 Charges and Payment Terms

- 6.1 Charges will be paid in accordance with the General Terms and Conditions.
- 6.2 The Charges comprise some or all of the following components, depending upon the Option selected on the Order. Unless otherwise stated in the tables below, Usage Charges are billed in minutes (rounded up to the nearest whole minute).

MobileXpress Client	One-time Charge	Recurring Charge	Notes
A monthly minimum commitment of at least twenty-five (25) Active Users applies, and will start three (3) Months	N/A	Monthly, per Active Unique MobileXpress Client Instance.	For termination before the end of the Minimum Period of Service all remaining

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after the OSD.			Recurring Charges are payable.
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MobileXpress Offering	Professional	One-time Charge	Recurring Charge	Notes
MobileXpress Unlimited, 50, 10 A monthly minimum commitment of at least twenty-five (25) Active Users applies, and will start three (3) Months after the OSD. Allowance from one month cannot be carried forward to the next. Wi-Fi Daily Caps do not apply.		Namespace changes	Monthly, per UserID Premium Wi-Fi charges where applicable Over utilisation, is charged at the applicable Access Option Charge rates.	For termination before the end of the Minimum Period of Service all remaining Recurring Charges are payable.
MobileXpress Variable Pay as you go access to BT On-Net Dial platform and for Users that exceed their threshold allowance	Professional		Monthly Service Fee when contracted directly as a pricing option Monthly Usage (Hourly charge depending on country).	
Offnet Dial Pay as you go access to BT Offnet Dial platform for Users that exceed their threshold allowance		N/A	Monthly Usage (Hourly charge depending on country).	
Toll Free Pay as you go Toll-Free access surcharge to BT On-Net Dial platform if the Customer orders MobileXpress Professional 50 or 10		N/A	Monthly, Usage (Hourly charge depending on country.)	
Wi-Fi Pay as you go Wi-Fi access for Users that exceed their threshold allowance. A fifteen (15) minute minimum Usage charge applies for all connections. The Daily Cap is the maximum usage charge for		N/A	Monthly, Usage (Hourly charge depending on country with a Daily Cap per UserID).	

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<p>a single User in a single Wi-Fi location in a single day (measured midnight to midnight local time)</p> <p>Premium Wi-Fi “hotspot” locations have additional Hourly charges (billed per minute after the initial fifteen (15) minute minimum) and do not have a Daily Cap.</p>			
<p>Hotel Ethernet</p> <p>Hotel Ethernet access for MobileXpress Professional 50 Users that exceed their threshold allowance, or surcharge for MobileXpress Professional 10 Users.</p>	<p>N/A</p>	<p>Flat daily rate for multiple connections (noon to 11:59 am local time) per User per distinct location per country.</p>	
<p>Internet Teleworker</p> <p>The Corporate setup Charge includes Workplace training for up to six people at one event in the UK.</p> <p>No monthly minimum commitment of ADSL Lines applies unless stated on the Order. If a minimum commitment is stated on the Order then it will be interpreted as a monthly minimum Internet Teleworker commitment and will start three (3) Months after the OSD.</p>	<p>Corporate setup</p> <p>Workplace refresher training</p> <p>ADSL Line activation/ set-up by service type (PSTN, ISDN, ISP Migration)</p> <p>ADSL speed upgrade/downgrade</p> <p>Equipment</p>	<p>Monthly based on service type.</p>	<p>All Orders for MobileXpress Professional Internet Teleworker Service will be billed in the UK in Pounds sterling to a company registered for UK VAT.</p>

Security Options	One time charges	Recurring charges	Notes
<p>SSL VPN</p> <p>Each Configuration monthly charge includes an allowance for a specified number of inclusive SSL Users</p>	<p>Installation charge per Configuration</p> <p>Connection charge to authentication Server</p> <p>Report set-up</p> <p>Configuration changes, except any requested within thirty (30) days of OSD.</p>	<p>Monthly. per Configuration plus per User Charges for SSL VPN</p> <p>Monthly, Usage reports</p>	<p>For termination before the end of the Minimum Period of Service all remaining Recurring Charges are payable.</p>

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Mobile ID			
A monthly minimum commitment of at least twenty-five (25) assigned Tokens applies which will start three (3) Months after the OSD.	Installation (per Customer)	Monthly, User management (per Token assigned to a user within the Toolkit, or unique User receiving a Token code via SMS or email) Monthly, Token package Charge	For termination before the end of the Minimum Period of Service all remaining Recurring Charges are payable. The Minimum Period of Service applies to each token package ordered.
Desktop Management			
A monthly minimum commitment of at least twenty-five (25) User licences of either Essential, Standard or Advanced options applies, and will start immediately upon OSD. Allowance from one month cannot be carried forward to the next.	Set-up and Installation	Monthly, per licensed device.	For termination before the end of the Minimum Period of Service all remaining Recurring Charges are payable. All licence renewals will be for a minimum of 12 Months.

7 Service Levels

7.1 A Qualifying Incident occurs when Users are unable to access the Service in a country using any of the published numbers. Service Credits will be calculated against the Site Charges applicable to the affected country only.

7.2 The SLA Categories for MobileXpress are:

Service Option	SLA Category
MobileXpress Professional On-Net Dial	F
MobileXpress Professional Offnet Dial & Wi-Fi	G
Mobile SSL VPN	D