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# **Device Enrolment Services – Service Specific Conditions**

Version Number 1.0

## 1 Definitions

1.1 In these Service Specific Conditions, capitalised terms have the meanings given to them in the Conditions unless otherwise defined herein.

Term / expression	Meaning
"Device Enrolment Services"	means either the ADE Service, the KME Service or the Zero-Touch Service, as further described in the Appendices;

1.2 Platform-specific defined terms (e.g., "ADE Service", "KME Service", "Zero-Touch Service") retain the meanings set out in their respective Appendices and shall apply only to the relevant platform.

1.3 For each Appendix, references to 'Service Reseller', 'KME Reseller' or 'Zero-Touch Reseller' mean the Company (as defined in the Conditions). This alignment does not alter the platform-specific operational steps or third-party terms referenced in the Appendices.

## 2 Overview of Device Enrolment Services

2.1 The Company offers three separate Device Enrolment Services, each of which is described in the Appendices to these Service Specific Conditions

- a) ADE Service is set out in Appendix A,
- b) KME Service is set out in Appendix B, and
- c) Zero-Touch Service is set out in Appendix C.

2.2 The Order Form specifies the chosen Device Enrolment Service. Each Appendix applies only to the relevant devices, and the Contract will only incorporate these Service Specific Conditions and the relevant Appendix for the Device Enrolment Service that has been deployed.

2.3 Services may only be provided for Equipment purchased directly from the Company and are subject to platform-specific eligibility rules.

## 3 Application of Daisy Conditions

3.1 These Service Specific Conditions form part of the Contract pursuant to Condition 2 (Contract Formation) of the Conditions and are subject to the term, renewal, termination, suspension, liability and payment provisions set out therein.

3.2 Nothing in these Service Specific Conditions varies or limits the Customer's obligations under the Conditions unless expressly stated.

3.3 For the avoidance of doubt: Equipment rental, ownership, risk, warranty and return obligations under Conditions 9–11 of the Conditions apply to all devices ordered with enrolment; and Charges, billing and credit-management provisions under Condition 6 apply in full.

## 4 Service Description

4.1 Device Enrolment Services facilitate bulk or automated assignment of compatible devices to the Customer's EMM/MDM via the relevant manufacturer ecosystem.

4.2 The Company acts only as the authorised Reseller for Apple, Samsung or Google (as applicable). The Company does not: (i) manage the Customer's MDM/EMM configuration; (ii) access or administer Customer platform portals; (iii) guarantee platform or vendor processing times; (iv) configure profiles, servers or tokens; or (v) provide any warranties beyond those in the Conditions.

## **5 Eligibility**

- 5.1 Device eligibility rules differ by platform, as set out in Appendices A–C.
- 5.2 Devices must be purchased from the Company.
- 5.3 Devices must meet minimum OS/version thresholds as set out in the Appendices and as may be updated from time to time.
- 5.4 Devices must not be suspended, blocked or otherwise ineligible.

## **6 Customer Onboarding Requirements**

- 6.1 Before using any Device Enrolment Service, the Customer must complete the relevant onboarding process described in the applicable Appendix. This may include: registering with Apple/Samsung/Google; providing the Customer Platform ID; adding the Company as an authorised reseller in the Customer portal; providing screenshots validating onboarding; and placing a first order for devices with enrolment.

## **7 Common Customer Obligations**

- 7.1 In addition to the obligations set out in the relevant appendix, the Customer shall:
  - a) comply with all platform-specific requirements;
  - b) ensure correct set-up and management of MDM/EMM profiles;
  - c) ensure devices ordered with enrolment are not powered on before portal visibility;
  - d) perform resets where required;
  - e) deregister devices before return or disposal; and
  - f) comply with applicable platform EULAs.

## **8 Common Company Obligations and Exclusions**

- 8.1 In addition to the obligations set out in the relevant appendix, the Company shall:
  - a) submit eligible device identifiers to the relevant platform;
  - b) notify the Customer when submission is complete; and
  - c) fulfil enrolment requests subject to manufacturer processing.
- 8.2 The Company shall not:
  - a) manage Customer portals;
  - b) troubleshoot MDM/EMM profiles; or
  - c) guarantee processing timeframes.

# APPENDIX A - Apple Device Enrolment Appendix

## 1 Definitions

1.1 In this Appendix, in addition to those terms defined in the Conditions, the following terms and expressions apply:

Term / expression	Meaning
"ADE Service"	a facilitated service of enrolling or de-enrolling an Apple Device, as further described in this Appendix;
"Apple"	Apple Inc;
"AB"	the Customer owned and managed portal for business customers, as provided by Apple for Customer to manage their enrolled Apple Devices;
"Apple Device"	a device made by Apple which will be an Enrolled Device once it is enrolled via the ADE Service;
"Apple Supervision"	an Apple Device which can be supervised, to have enhanced control over the Apple Device across a multitude of options such as additional restrictions, enhanced profile features and multiple Apple Device configurations;
"AS"	a Customer owned and managed portal specifically for schools and their students, as provided by Apple for Customer management of their Enrolled Devices;
"Customer ID"	the Customer's unique Apple organisation ID;
"EMM"	an enterprise mobility management product;
"Enrolled Device"	an Apple Device which has been enrolled via the ADE Service;
"IMEI"	the international mobile equipment identity number unique to each Apple Device;
"MDM"	a mobile device management product;
"Service Onboarding Process"	the requirements and process steps for a Customer's first ADE Services order with the Service Reseller;
"Reseller ID"	the Company's ADE Services reseller account ID number being 1C99B860 which will display with the company name O2 UK;
"Service Reseller"	the organisation authorised by Apple to enrol / de-enrol Apple Devices via the ADE Service which, for the purpose of this Appendix, may only be the Company (who may use its nominated subcontractor).

## 2 ADE Service

- 2.1 The ADE Service for Apple Devices involves the enrolment of compatible Apple Devices by the Service Reseller, making the Apple Devices available for subsequent deployment and management via the Customer's AB or AS.
- 2.2 The ADE Service assists the Customer in automating, configuring, deploying and managing their Apple Devices via the EMM/MDM and Apple Supervision on compatible Apple Devices.
- 2.3 The Service Reseller reserves the right to set and restrict the availability of the ADE Service to specific Service Reseller business sales channels or Customer groups.
- 2.4 The ADE Service is not available across any Service Reseller consumer sales channels or Service Reseller consumer purchased Apple Devices.
- 2.5 In accordance with the Conditions, the Customer acknowledges and agrees that Apple and/or the Service Reseller may change, modify or discontinue the ADE Service or any part thereof at any time, without notice.

- 2.6 The Service Reseller reserves the right to remove, vary or amend this Appendix without notice. The current live published Appendix Terms are applicable at the point of onboarding the ADE Service and/or at the point of utilising the ADE Service. By virtue of onboarding or utilising the ADE Service, the Customer accepts the current Appendix as valid and applicable, superseding any previous iterations.
- 2.7 The Customer authorises the Service Reseller to share the following information with Apple for the purpose of providing the ADE Service:
- a) order or ADE Service transaction number;
  - b) order or ADE Service transaction date/time stamp;
  - c) order or ADE Service transaction type;
  - d) the Customer's Customer ID;
  - e) the IMEI and/or serial number for the Customer's Apple Device; and
  - f) any other information as may be required by Apple to allow the Service Reseller to facilitate the ADE Service.

### **3 Support**

- 3.1 The Service Reseller shall enrol eligible Apple Devices or de-enrol Enrolled Devices via the ADE Service. However, the Service Reseller does not have access to and cannot manage or support any Customer AB/AS set-up, in-life operation or management, especially in relation to MDM server addition or Apple Device assignment. These are the sole responsibility of the Customer.
- 3.2 For queries relating to the successful application of the ADE Service to an eligible Apple Device, customer support will be provided by the Service Reseller within the business hours of 8:30am-5:30pm Monday to Friday excluding Bank Holidays in England.
- 3.3 Any queries or faults relating to AB or AS account set-up and in-life use regarding the ADE Service (outside of paragraph 3.2 above) will be dealt with between the Customer and Apple. For AB or AS set-up support, contact Apple on 08009127302 or for in-life support contact Apple on 08001076285 or via email at [dep\\_emeia\\_support@group.apple.com](mailto:dep_emeia_support@group.apple.com). The Customer hereby agrees that the Service Reseller shall not be liable in respect of any matters arising out of or in respect of the services provided by Apple.

### **4 Liability**

- 4.1 Additional queries or faults relating to Apple Device EMM/MDM assignment or management will be dealt with directly between the EMM/MDM supplier and the Customer. The Customer hereby agrees that the Service Reseller shall not be liable in respect of any matters arising out of or in respect of the service provided by the EMM/MDM provider.

### **5 Customer Obligations**

- 5.1 The Customer shall ensure that they have enrolled for AB or AS directly with Apple via <https://business.apple.com/#enrolment> for AB or via <https://school.apple.com/#enrolment> for AS, with supporting resources available at <https://www.apple.com/uk/business/it/>.
- 5.2 The Customer shall:
- a) be responsible for ensuring it
    - i) meets all Apple AB or AS registration and provision of service requirements as set out at paragraph 5.1; and
    - ii) complies with the associated AB agreement which can be found at <https://www.apple.com/legal/enterprise/apple-business-manager/AB-uk.pdf> and/or the associated AS agreement which can be found at <https://www.apple.com/legal/education/apple-school-manager/AS-GB-EN.pdf>;

- b) add the Reseller ID into their AB or AS as an approved Apple authorised reseller for provision of the ADE Service for compatible Apple Devices purchased from the Service Reseller;
  - c) at the point of on-boarding for the ADE Service, provide the Service Reseller, in conjunction with the Customer's first ADE Service order, with screenshots of the AB or AS showing both the Customer ID and the addition of the Service Reseller as an approved Apple authorised reseller for provision of the ADE Service. By providing the Customer ID, the Customer authorises the Service Reseller to store and use the Customer ID, in addition to sharing the same with Apple, for the purpose of providing the ADE Service; and
  - d) place an onboarding ADE Service order with the Service Reseller for compatible Apple Devices to enable all Service Reseller systems to be updated, to bring the Customer to an in-life status for the ADE Service, and to validate the full end to end order, shipment, enrolment and delivery cycle across both parties.
- 5.3 Unless the Customer complies with the obligations stated in paragraphs 5.1 and 5.2, the Customer is not eligible for the ADE Service and the Service Reseller shall not be obliged to provide the ADE Service.
- 5.4 The Customer shall notify the Service Reseller if it requires the Apple Devices to be enrolled via the ADE Service with each individual new Apple Device or replacement Apple Device order request. If the Customer does not specifically notify the Service Reseller within an order request, the order will still be fulfilled, but the delivered Apple Device(s) will not be enrolled via the ADE Service. An individual Apple Device(s) order can only contain all Apple Devices being ordered with, or without, the ADE Service.
- 5.5 Apple Devices ordered with the ADE Service should not be turned on until the Customer is in receipt of the corresponding email entitled 'Devices Available' from Apple and, the Customer has set-up, assigned and synchronised their EMM/MDM to the Apple Devices. If the Apple Device has been turned on prior to completion of the above, then following completion, the Customer shall manually complete a reset "erase all contents and settings" on such Apple Device in order to finalise the assignment of EMM/MDM via the ADE Service. Where the above is not followed by the Customer, the Service Reseller shall not be liable for any associated Apple Device or operational impact.
- 5.6 The Customer shall ensure compliance with the iOS Software Licence Agreement, as set out at <https://www.apple.com/uk/legal/sla/>, as amended from time to time.
- 5.7 The Customer shall disable/remove the Find My feature or any other Apple Device activation locks on any Enrolled Devices returned to the Service Reseller in order for the Service Reseller/Apple to accept the returned Enrolled Device, to facilitate repair or replacement.
- 5.8 When returning an Enrolled Device as part of a repair/replacement transaction the Customer should un-assign the Enrolled Device from the EMM/MDM via AB or AS, prior to returning.

## **6 Charges**

- 6.1 The ADE Service is provided by the Service Reseller free of charge to the Customer.

## **7 Timings**

- 7.1 New or replacement Apple Devices ordered with the ADE Service are usually enrolled via the ADE Service within 12 hours from the point the individual order enrolment transaction request reaches Apple's systems from the Service Reseller's systems, with the Service Reseller's ADE Service transaction commencing at the point of Apple Device(s) shipment. However, the ADE Service cycle can be longer, as the Service Reseller relies on its own and Apple's processing systems. The Customer therefore acknowledges and agrees that the Service Reseller does not guarantee, represent and/or warrant any timescales for enrolment and/or resolution of any ADE Service issues.
- 7.2 The Service Reseller does not enable or assign any EMM/MDM servers or profiles to any Enrolled Device. It is the Customer's responsibility to enable or assign, deploy and in-life manage Enrolled Devices under the ADE Service.

- 7.3 The Service Reseller has no control over the associated activity or timing relating to AB/AS to EMM/MDM Enrolled Device sync operations, therefore the Customer acknowledges and agrees that the Service Reseller does not guarantee, represent and/or warrant any timescales for these activities.
- 7.4 The Service Reseller has no access, visibility, control or management to or within the Customer's AB or AS. These are Customer owned portals, as made available to the Customer by Apple.

## **8 Apple Device Eligibility**

- 8.1 Only Apple Devices purchased after 1 March 2011 and running iOS7 (or later) or iPadOS 13.1 (or later), as sold by/provided by the Service Reseller to the Customer in conjunction with or following completion of the Service Onboarding Process are eligible for the ADE Service.
- 8.2 Apple Devices that are not eligible for the ADE Service include, but are not limited to:
- a) Apple Devices not purchased by the Customer directly from the Service Reseller via a supported Service Reseller business channel sale;
  - b) Non-Apple Devices;
  - c) non mobile smartphone or tablet Apple Devices;
  - d) suspended/blocked Apple Devices;
  - e) Service Reseller test/loan Apple Devices (unless pre-arranged and authorised);
  - f) existing in-life Apple Devices not owned by the requesting Customer at the point of ADE Service request; and
  - g) Apple Devices not 'controlled' by the requesting Customer – i.e. existing Apple Devices must be within the physical possession and management of the Customer at the point of the ADE Service request.
- 8.3 The Service Reseller cannot provide the ADE Service to any Apple Devices ordered from the Service Reseller prior to the completion of the Service Onboarding Process.

## **9 Replacement Apple Devices**

- 9.1 The Service Reseller will provide a replacement Apple Device in conjunction with the ADE Service when a previous Apple Device provided by Service Reseller under the ADE Service requires replacement during the warranty period, due to such Apple Device being faulty under a valid warranty issue and claim.
- 9.2 In order for the Service Reseller to be able to accept return of an Apple Device for replacement under warranty, the Customer must provide a detailed and accurate description of the fault, damage and probable reason. Apple Device replacement is subject to Apple Device warranty status and validity of the claim.
- 9.3 If the Customer does not meet its obligations set out in clause 5 of this Appendix, the Service Reseller will have no responsibility for providing the ADE Service to the replacement Apple Device.
- 9.4 The Customer shall use the Service Reseller's standard customer service to return an Apple Device and no other means should be used.

## **10 Lost or Stolen Apple Devices**

- 10.1 The Customer acknowledges and agrees that when an Apple Device is reported as lost or stolen, the Service Reseller shall bar the Apple Device from the System.
- 10.2 In the event that an Apple Device is lost or stolen, it is solely the Customer's responsibility to carry out any remote wipe operations and/or release the Apple Device from AB/AS, as required under the Customer's AB agreement which can be found at <https://www.apple.com/legal/enterprise/apple-business-manager/AB-uk.pdf>, and/or AS agreement which can be found at <https://www.apple.com/legal/education/apple-school-manager/AS-GB-EN.pdf>;

## 11 ADE Service Considerations

- 11.1 The Customer ID, via the Service Onboarding Process, is embedded within the Service Reseller's Customer account structure, only one Customer ID is facilitated per Customer account structure.
- 11.2 The Customer ID cannot be amended on an order-by-order basis and is not required to be shared at the point of each order (as it is embedded within the Service Reseller's Customer account structure for permanent in-life use).
- 11.3 The Service Reseller cannot advise or agree the exact timing for visibility and availability of the Apple Devices within the Customer's AB or AS, however Apple provides a timely email to the Customer's AB or AS administrator, advising completion of the ADE Service and availability of Enrolled Devices.
- 11.4 The Customer, under the terms and conditions of their the AB agreement which can be found at <https://www.apple.com/legal/enterprise/apple-business-manager/AB-uk.pdf> and/or AS agreement which can be found at <https://www.apple.com/legal/education/apple-school-manager/AS-GB-EN.pdf> with Apple, must release any Enrolled Devices that the Customer has sold, lost or damaged beyond repair, or no longer own or control.
- 11.5 The ADE Service does not provide a migration pathway to move Enrolled Devices under one Customer ID to an alternative Customer ID.
- 11.6 The ADE Service is carried out by using the IMEI for cellular Apple Devices and the serial number for all non-cellular (Wi-Fi only) Apple Devices, however Apple Devices can only be located or managed via serial number (not IMEI) within AB or AS.
- 11.7 AB/AS uses a server token to allow an EMM/MDM server to securely connect and communicate; obtaining, deploying and ensuring that the server token is valid (not expired) is the sole responsibility of the Customer.
- 11.8 The ADE Service does not include an associated EMM/MDM solution to realise the capabilities and benefits of the ADE Service. Sourcing and purchase of an associated EMM/MDM is the sole responsibility of the Customer.
- 11.9 The content purchase/volume purchase programme elements and capabilities within AB/AS are out of scope within the ADE Service, however can be self-served by the Customer directly within AB/AS.
- 11.10 The AB and/or AS agreements, as issued by Apple, are updated on an ad-hoc basis. An administrator must sign into AB or AS and accept the updated AB and/or AS agreements. If the administrator does not accept the updated AB and/or AS agreement, the Customer will be unable to access AB/AS to manage the Enrolled Devices until such time as the AB and/or AS agreements have been accepted. Most of the functionality in AB and/or AS is blocked until the updated AB and/or AS agreements are accepted, which may impact the ADE Service, Enrolled Device visibility and deployment.
- 11.11 The ADE Service is, upon request and acceptance by the Service Reseller, available for a Customer's existing in-life Apple Devices purchased from the Service Reseller prior to completion of the Service Onboarding Process (as a single, one-off bulk exercise). Provision of the ADE Service for existing in-life Apple Devices is subject to the terms of this Appendix and is subject to acceptance by the Service Reseller at its sole discretion.

# APPENDIX B - Samsung KME - Knox Mobile Enrolment Appendix

## 1 Definitions

1.1 In this Appendix, in addition to those terms defined in the Conditions and herein, the following terms and expressions apply:

Term / expression	Meaning
"EMM"	an enterprise mobility management solution;
"IMEI"	the international mobile equipment identity number unique to each applicable Samsung Device;
"KDP"	the Samsung device Knox deployment program;
"KME"	Knox mobile enrolment, an automated way to bulk enrol Samsung Devices into an MDM/EMM solution;
"KME Console"	the KME console which is utilised by Customer specifically for the configuration, deployment, management and maintenance of their KME Devices;
"KME Customer ID"	the Customer's individual and unique Samsung KME Customer ID number, provided by Samsung;
"KME Device"	a Samsung Device enrolled within the KME Program through the KDP by a KME Reseller which for the purposes of this Agreement may only be the Company;
"KME Program"	the Samsung Device KME programme;
"KME Requirements"	the KME Requirements that can be found at <a href="https://docs.samsungknox.com/admin/knox-mobile-enrollment/welcome.htm">https://docs.samsungknox.com/admin/knox-mobile-enrollment/welcome.htm</a> ;
"KME Reseller"	the organisation authorised by Samsung to facilitate the KME Service, which for the purposes of this Appendix, may only be the Company (who may use its nominated subcontractor);
"KME Reseller ID"	the Company's KME Reseller account ID number being 1590489667 which will display with the company name Telefonica UK Limited;
"KME Service"	the service of enrolling a Samsung Device within the KME Program, as described in this Appendix;
"Knox Portal"	means the Samsung Knox portal which is utilised by the Customer for management across their Samsung Knox IT solutions portfolio, including KME, through the KME Console;
"MDM"	a mobile device management solution;
"KME Onboarding Process"	the requirements and process steps for a Customer's registration with the KME Reseller for the KME Service, in conjunction with their first KME Device(s) order;
"Samsung"	means Samsung Electronics Co., Ltd;
"Samsung Device"	means a device made by Samsung.

## 2 KME Service

- 2.1 The KME Service facilitates KME to be compatible with Samsung Devices, by the KME Reseller, through the KDP.
- 2.2 The KME Service assists the Customer in deploying and automating enrolment of compatible EMM/MDM solutions on compatible Samsung Devices.
- 2.3 The KME Reseller reserves the right to set and restrict the availability of the KME Service to specific KME Reseller business sales channels, Customer groups or Customer profiles.
- 2.4 The KME Service is not available across any KME Reseller consumer sales channels or KME Reseller consumer purchased devices.

- 2.5 The Customer acknowledges and agrees that Samsung and/or the KME Reseller, may change, modify or discontinue the KME Service or any part thereof at any time, without notice.
- 2.6 The Customer authorizes the KME Reseller to share the following information with Samsung for the purpose of providing the KME Service:
- a) Customer name;
  - b) order number;
  - c) order date;
  - d) order type;
  - e) KME Customer ID;
  - f) IMEI and/or Samsung Device serial number; and
  - g) other such information as may be required by Samsung to allow the KME Reseller to offer the KME Service.

### 3 Support

- 3.1 The KME Reseller shall enroll eligible Samsung Devices with the KME Service, however, the KME Reseller does not have access to and cannot manage or support the Customer's Knox Portal or KME Console, or any associated device MDM assignments or additional device management settings. These are the sole responsibility of the Customer.
- 3.2 For queries relating to the successful application of the KME Service to a Samsung Device, customer support will be provided by the KME Reseller within the business hours of 8:30am to 5:30pm, Monday to Friday excluding Public Holidays in England.
- 3.3 Any queries relating to KME registration through Samsung and in life issues regarding the Knox Portal or KME Console will be dealt with between Samsung and the Customer. For set-up support, contact Samsung via [Samsung KME support](#) or for in-life support contact Samsung via the Samsung Knox Portal support ticket system. The Customer agrees that the KME Reseller shall not be liable in respect of any matters arising out of or in respect of the service provided by Samsung in relation to KME.
- 3.4 Additional queries or faults relating to device EMM/MDM assignment or management will be dealt with directly between the third party supplier (EMM/MDM supplier) and the Customer. The Customer hereby agrees that the KME Reseller shall not be liable in respect of any matters arising out of or in respect of the service provided by the EMM/MDM supplier in relation to KME.

### 4 Samsung Device Eligibility

- 4.1 Only compatible Samsung Devices purchased directly from the KME Reseller and running KNOX version 2.4 or above, as determined solely by Samsung from time to time, are eligible for the KME Service.
- 4.2 Devices that are not eligible for the KME Service are, but are not limited to:
- a) non-Samsung Devices;
  - b) non-mobile smartphone or tablet devices;
  - c) Samsung Devices not running Samsung Knox version 2.4 or above;
  - d) suspended/blocked devices;
  - e) devices not purchased directly from the KME Reseller;
  - f) KME Reseller test/loan devices; and
  - g) at the discretion of Samsung and/or the KME Reseller (i) devices not owned by the requesting Customer (business entity) at the point of the KME Service request; and (ii) devices not 'controlled' by the requesting Customer (business entity) – i.e. devices must be within physical possession and management of the Customer at the point of the KME Service request.

## 5 Customer Obligations

- 5.1 The KME Reseller cannot provide the KME Service to any Customer's new or existing Samsung Devices prior to the Customer completing the KME Onboarding Process. The Customer acknowledges this and does not hold the KME Reseller responsible for any delay that this may incur.
- 5.2 Prior to requesting the KME Service from the KME Reseller the Customer shall ensure that through Samsung they have registered and opened both a Knox Portal and a KME Console account and are in receipt of a KME Customer ID, via following the process as set out in paragraphs 5.3 and 5.4 below;
- 5.3 The Customer shall:
- register for a Knox Portal account;
  - ensure that it meets the KME Requirements; and
  - as part of the registration agree to the Samsung's privacy policy available at: [Samsung Knox | Secure mobile platform and solutions](#).
- 5.4 The Customer shall:
- add the KME Reseller ID in their KME Console and provide an associated screenshot (as proof of registration) of the KME Customer ID together with the addition of the the Company as an approved KME Reseller (for the avoidance of doubt, this will show as Telefonica UK Limited within the KME Console). The Customer shall provide this through the KME Onboarding Process. By providing the requested KME Console screenshot, the Customer authorises the KME Reseller to store and use the Customer's KME Customer ID, in addition to sharing with Samsung, for the purpose of providing the KME Service; and
  - place a first KME Device(s) order with the KME Reseller, in conjunction with the KME Onboarding Process.
- 5.5 Unless the Customer complies with the obligations stated in this paragraph 5, the Customer is not eligible for the KME Service and the KME Reseller shall not be obliged to provide the KME Service.
- 5.6 The Customer shall notify the KME Reseller if the Customer requires its Samsung Devices to be enrolled on the KME Service, for each individual order. If the Customer does not notify the KME Reseller, the KME Service will not be provided. An individual Samsung Devices order can only contain all Samsung Devices being ordered with, or without, the KME Service.
- 5.7 Samsung Devices ordered with the KME Service should not be turned on until the Customer is in receipt of the corresponding 'New Devices added by reseller' email from Samsung and the Customer has assigned the Samsung Devices with a MDM server/profile within their KME Console. Where the above is not followed the KME Reseller shall not be liable for the failure of the KME Service.
- 5.8 If the KME Device has been turned on prior to completion of these steps, then following completion, the Customer shall complete a manual Factory Data Reset on such Samsung Device in order to finalise the enrolment of the KME Service onto the Samsung Device and to assign the MDM – this option deletes all user data on the Samsung Device.

## 6 Samsung Device Repairs/Returns

- 6.1 The Customer shall disable the Factory Reset Protection ([FRP](#)) on any KME Device returned to the KME Reseller for whatever reason, in order for the KME Reseller to accept the returned KME Device.
- 6.2 The Customer shall 'Delete' the device from the KME Service within their KME Console prior to it being sent to the KME Reseller for return, repair or any other reason. This 'Delete' action should also be carried out if a KME Device is being sold or passed on outside of the Customer's business– i.e. devices no longer within the Customer's physical possession or management.

## **7 Charges**

- 7.1 The KME Service is provided by the KME Reseller free of charge to the Customer, whether requested in conjunction with new Samsung Device purchases or requested against previously purchased 'in-life' Samsung Devices (only purchased directly from the KME Reseller).

## **8 KME Service and Timings**

- 8.1 New Samsung Device purchases are usually enrolled onto the KME Service within 24 hours from the time the Samsung Device is dispatched to the Customer. However, the KME Reseller relies on Samsung's own processing timescales and therefore the Customer acknowledges and agrees that the KME Reseller does not guarantee, represent and/or warrant any timescales for enrolment and/or resolution of any KME Service issues.
- 8.2 The KME Reseller does not enable or assign any MDM profiles or servers to any KME Device. It is the Customer's responsibility to enable and/or assign MDM profiles and this can be completed in the Customer's KME Console, to which the KME Reseller will have no access.
- 8.3 Where the Customer's Samsung Devices fails to be enrolled and error codes are reported, these will be classified under 'Device State' within the Customer KME Console and devices list. In these instances the KME Service will not be applied and no further actions will be taken.

## **9 Replacements**

- 9.1 The KME Reseller can provide a replacement Samsung Device with the KME Service when an existing KME Device is replaced during the manufacturer's warranty period, under a KME Reseller approved warranty replacement, due to such KME Device being faulty.
- 9.2 In order for the KME Reseller to be able to accept the return of a KME Device for replacement, the Customer must provide a detailed and accurate description of the fault, damage and reason for which the replacement is required. The KME Reseller will only issue the replacement Samsung Device with the KME Service when a Customer specifically requests this through their Samsung Device replacement request.
- 9.3 If the Customer does not meet its obligations set out in paragraphs 5.3 and 5.4 of this Appendix, the KME Reseller will have no responsibility for providing the KME Service to the replacement Samsung Device.
- 9.4 The Customer shall use the KME Reseller's standard business customer service & support routes to return a KME Device and no other means should be used.

## **10 Lost or Stolen Samsung Devices**

- 10.1 The Customer acknowledges and agrees that if a KME Device is reported as lost or stolen, the KME Reseller shall bar the KME Device from the System.
- 10.2 In the event that a KME Device is lost or stolen, it is the Customer's responsibility to 'Delete' the device from the KME Service within their KME Console, if they elect to do so, the Customer shall not hold the KME Reseller liable for any failure to do so.

## **11 KME Service Requests (Existing In-Life Samsung Devices)**

- 11.1 Customers who have completed the KME Onboarding Process may request the KME Service against their existing in-life, eligible and compatible, previously KME Reseller purchased Samsung Devices. This additional service is available upon request and is subject to acceptance by the KME Reseller at its sole discretion.
- 11.2 The Customer shall:

- a) complete a KME - "Existing Devices Enrolment Request" - template, this will include populating the template with the IMEI or serial number details of all eligible and compatible Samsung Devices, previously purchased from the KME Reseller, and in addition, provide a KME Console screenshot (as proof of registration) and KME Customer ID and KME Reseller ID. By providing the requested KME Console screenshot, the Customer authorises the KME Reseller to store and use the KME Customer ID, in addition to sharing the same with Samsung, for the purpose of providing the KME Service;
  - b) ensure that all device eligibility criteria in paragraph 4 are met; and
  - c) submit the "Existing Devices Enrolment Request" only via the process and route specified within the template.
- 11.3 It can take up to 5 working days from receipt of the Customer completed template for the KME Service to be applied to compatible Samsung Devices. An email notification will be sent from Samsung to the Customer confirming completion. However, the KME Reseller relies on Samsung's own processing timescales and therefore the Customer acknowledges and agrees that the KME Reseller does not guarantee, represent and/or warrant any timescales for enrolment and/or resolution of any KME Service issues.
- 11.4 When the KME Service is applied to existing in-life Samsung Devices they will not be KME/MDM operational until the Customer is in receipt of the corresponding 'New Devices added by reseller' email from Samsung, and the Customer has assigned the devices with a MDM server/profile within their KME Console and one of the following actions is completed, either:
- a) navigate to <https://me.samsungknox.com/> on such Samsung Device in order to finalise the enrolment of the KME Service onto the Samsung Device and to assign the MDM – this option does not delete all user data on the Samsung Device (Note: If utilising any android enterprise enrolment options a Factory Data Reset (FDR) will be required); or
  - b) complete a manual FDR on such Samsung Device in order to finalise the enrolment of the KME Service onto the Samsung Device and to assign the MDM – this option deletes all user data on the Samsung Device.
- 11.5 Where the above is not followed the KME Reseller shall not be liable for the failure of the KME Service.
- 11.6 The Customer is solely responsible for any content backups and content restorations through the Samsung Device reset process, as required to apply the KME Service against their existing in-life Samsung Devices.
- 11.7 Where the Customer's existing in-life Samsung Devices fail to be enrolled and error codes are reported, these will be classified under 'Device State' within the Customer KME Console and Samsung Devices list. In these instances the KME Service will not be applied and no further actions will be taken.
- 11.8 The Customer must additionally meet its obligations set out in paragraphs 6, 9 and 10 in respect of existing in-life Samsung Devices once provided with the KME Service.

## APPENDIX C - Android Zero-Touch Enrolment Appendix

### 1 Definitions

1.1 In this Appendix, in addition to those terms defined in the Conditions and herein, the following terms and expressions apply:

Term / expression	Meaning
"Android OS Device"	means a device running Android OS;
"Devices"	means a device compatible with the Zero-Touch Service which may be cellular 'SIM' or Wi-Fi 'non-SIM' capable devices;
"EMM"	means an Enterprise Mobility Management solution;
"Google"	means Google LLC;
"Google Zero-Touch Customer Agreement"	means the Zero-Touch Customer Agreement (with Google) that can be found at <a href="https://www.android.com/intl/en_uk/enterprise/management/zero-touch/terms/">https://www.android.com/intl/en_uk/enterprise/management/zero-touch/terms/</a> (as updated from time to time);
"MDM"	means a "Mobile Device Management" solution;
"the Company Zero-Touch On-boarding Process"	means the requirements and process steps for a Customer's on-boarding with the Company for the Zero-Touch Service, in conjunction with their first Zero-Touch Device(s) order;
"the Company Zero-Touch Registration Process"	means the requirements and process steps for a Customer's registration with Google, via the Company for the Zero-Touch Service;
"Zero-Touch" or "Zero-Touch Enrollment"	means Android Zero-Touch Enrollment enabled by Google, an automated way to bulk enrol compatible Android OS Devices into an MDM/EMM solution;
"Zero-Touch Customer ID"	means the Customer's individual and unique Zero-Touch Customer ID, as issued by Google;
"Zero-Touch Device"	means an Android OS Device enrolled within the Zero-Touch Program by a Zero-Touch Reseller via the Zero-Touch Service;
"Zero-Touch Portal"	means the web based administration console which is utilised by Zero-Touch Customers specifically for the configuration, deployment, management and maintenance of their Zero-Touch enrolled devices;
"Zero-Touch Program"	means the Android Zero-Touch Device Enrollment Program;
"Zero-Touch Reseller"	means the organisation authorised by Google to offer and facilitate the Zero-Touch Service, which for the purposes of this Agreement, may only be the Company (who may use its nominated subcontractor);
"Zero-Touch Reseller ID"	means O2 UK - Telefónica UK Limited, Zero-Touch Reseller ID: 98916682;
"Zero-Touch Service"	means the Zero-Touch Reseller service of enrolling a compatible Android OS Device within the Zero-Touch Program, as described in this Appendix, which for the purposes of this Agreement, may only be provided by the Company.

### 2 Zero-Touch Service

- 2.1 The Zero-Touch Service facilitates device enrolment within the Zero-Touch Program to compatible Android OS Devices, by the Company as the Zero-Touch Reseller.
- 2.2 The Zero-Touch Service assists the Customer in bulk deploying and automating enrolment of compatible EMM/MDM solutions on compatible Android OS Devices.
- 2.3 The Company reserves the right to set and restrict the availability of the Zero-Touch Service to specific the Company business sales channels, Customer groups or Customer profiles.
- 2.4 The Zero-Touch Service is not available across any the Company consumer or retail sales channels or for any the Company consumer purchased devices.
- 2.5 The Customer acknowledges and agrees that Google and/or the Company, may change, modify or discontinue the Zero-Touch Service or any part thereof at any time, without notice.

- 2.6 The Customer authorises the Company to share the following information with Google for the purpose of providing the Zero-Touch Service:
- a) Customer name, service registration email address, order number, order date, order type;
  - b) Zero-Touch Customer ID; and
  - c) International Mobile Equipment Identity (IMEI), serial number, and other such device information as may be required by Google to allow the Company to facilitate the Zero-Touch Service.
- 2.7 The Zero-Touch Reseller reserves the right to remove, vary or amend this Appendix without notice. The current live published Appendix terms are applicable at the point of registration or onboarding the Zero-Touch Service and/or utilising the Zero-Touch Service. By virtue of registration or on-boarding or utilising the Zero-Touch Service, the Customer accepts the current Appendix as valid and applicable, superseding any previous iterations

### **3 Product and support**

- 3.1 The Company shall enrol eligible Android OS Devices via the Zero-Touch Service, however, the Company does not have access to and cannot manage or support the Customer's Zero-Touch Portal, or any associated device MDM/EMM assignments or additional device management settings. These are the sole responsibility of the Customer.
- 3.2 For queries relating to the successful application of the Zero-Touch Service, customer support will be provided by the Company within the business hours of 08:30am to 5:30pm, Monday to Friday.
- 3.3 Any queries relating to availability or operational issues with the Zero-Touch Portal will be dealt with between the Customer and Google. The Customer agrees that the Company shall not be liable (whether in contract, tort (including negligence) or otherwise) in respect of any matters arising out of or in respect of the service provided by Google in relation to Zero-Touch Service.
- 3.4 Additional queries or faults relating to device EMM/MDM assignment or management will be dealt with directly between the third party supplier (EMM/MDM supplier) and the Customer. The Customer hereby agrees that the Company shall not be liable (whether in contract, tort (including negligence) or otherwise) in respect of any matters arising out of or in respect of the service provided by the EMM/MDM supplier in relation to Zero-Touch Service.

### **4 Device eligibility**

- 4.1 Only compatible Android OS Devices, as determined solely by Google from time to time, purchased directly from the Company (subject to paragraph 2.4) are eligible for the Zero-Touch Service.
- 4.2 Devices that are not eligible for the Zero-Touch Service are, but are not limited to:
- a) devices not running on the Android operating system;
  - b) Android Devices not running Android OS version 8.0 or above;
  - c) Pixel Devices not running Android OS version 7.0 or above;
  - d) suspended/blocked devices;
  - e) devices not purchased directly from an the Company business sales channel; and
  - f) in-life existing devices, where (i) devices are not owned by the requesting Customer (business entity) at the point of the Zero-Touch Service request; and (ii) devices are not 'controlled' by the requesting Customer (business entity) – i.e. devices must be within physical possession and management of the Customer at the point of the Zero-Touch Service request.

### **5 Customer obligations**

- 5.1 The Customer acknowledges that the Company cannot provide the Zero-Touch Service to any of the Customer's new or existing Android OS Devices prior to the Customer completing the Company Zero-Touch On-boarding Process and does not hold the Company responsible for any delay that this may incur.

- 5.2 Prior to following the Company Zero-Touch On-Boarding Process for the Zero-Touch Service from the Company the Customer shall ensure that, through the Company or an alternative reseller, they have registered and activated a Zero-Touch Portal and are in receipt of a Zero-Touch Customer ID.
- 5.3 The Customer shall, if not already registered for the Zero-Touch Program:
- a) register for the Zero-Touch Program via the Company Zero-Touch Registration Process; and
  - b) as part of the registration agree to the Google Zero-Touch Customer Agreement.
- 5.4 Following registration for the Zero-Touch Program the Customer via the Company Zero-Touch On-Boarding Process shall:
- a) add O2 UK - Telefónica UK Limited as an approved Zero-Touch Reseller to their business, via the Zero-Touch Portal;
  - b) provide an associated screenshot (as proof of registration) of the Customer Zero-Touch ID, and the addition of O2 UK - Telefónica UK Limited as an approved Zero-Touch Reseller. The Customer shall provide this through the Company Zero-Touch On-boarding Process. By providing the requested Zero-Touch Portal screenshot, the Customer authorises the Company to store and use the Customer's Zero-Touch Customer ID, in addition to sharing with Google, for the purpose of providing the Zero-Touch Service; and
  - c) place a first Zero-Touch Device(s) order with the Company, in conjunction with the Company Zero-Touch On-boarding Process.
- 5.5 Unless the Customer complies with the obligations stated in paragraph 5, the Customer is not eligible for the Zero-Touch Service and the Company shall not be obliged to provide the Zero-Touch Service.
- 5.6 The Customer shall notify the Company if the Customer requires its Android OS Devices to be enrolled on the Zero-Touch Service, for each individual order. If the Customer does not notify the Company, the Zero-Touch Service will not be provided. An individual Android OS Devices order can only contain all devices being ordered with, or without, the Zero-Touch Service.
- 5.7 Devices ordered with the Zero-Touch Service should not be turned on until the devices are visible for management within their Zero-Touch Portal and the Customer has assigned the devices with a MDM/EMM server/profile within their portal. Where the above is not followed, the Company shall not be liable for the failure of the Zero-Touch Service.
- 5.8 If the device has been turned on prior to completion of these steps, then following completion, the Customer shall complete a manual factory data reset on such device in order to finalise the enrolment of the Zero-Touch Service onto the device and to assign the MDM/EMM – this option deletes all user data on the device.
- 5.9 The Customer is solely responsible for any device content backups and content restorations through the device reset process, as required to apply the Zero-Touch Service.

## **6 Device returns/repairs**

- 6.1 The Customer shall disable the Factory Reset Protection (FRP) on any Zero-Touch Device returned to the Company for whatever reason, in order for the Company to accept the returned Zero-Touch Device.
- 6.2 The Customer shall deregister the device from the Zero-Touch Service within their Zero-Touch Portal prior to it being sent to the Company for return, repair or any other reason. This deregister action should also be carried out if a Zero-Touch Device is being sold or passed on outside of the Customer's business– i.e. the device is no longer within the Customer's physical possession or management.

## **7 Charge**

- 7.1 The Zero-Touch Service is provided free of charge to the Customer, whether requested in conjunction with new compatible Android OS device purchases or requested against previously purchased 'in-life' compatible Android OS Devices (only purchased directly from the Company).

## **8 Zero-Touch Service and timings**

- 8.1 New Android OS Device purchases are usually enrolled onto the Zero-Touch Service within 24 hours from the time the device is dispatched to the Customer. However, the Company relies on Google's own processing timescales and therefore the Customer acknowledges and agrees that the Company does not guarantee, represent and/or warrant any timescales for enrolment and/or resolution of any Zero-Touch Service issues.
- 8.2 the Company does not enable or assign any MDM/EMM profiles or servers to any Zero-Touch Device. It is the Customer's responsibility to enable and/or assign MDM/MM profiles and this can be completed in the Customer's Zero-Touch Portal, to which the Company will have no access.
- 8.3 Where the Customer's Android OS Devices fail to be enrolled and error codes are reported, these will be investigated and resolved through to completion of the Zero-Touch Service, where possible.

## **9 Replacements**

- 9.1 Where a Zero-Touch Device is faulty, the Company can provide a replacement Android OS Device with the Zero-Touch Service providing the existing Zero-Touch Device is:
  - a) replaced during the manufacturer's warranty period; and
  - b) is under the Company approved warranty.
- 9.2 In order for the Company to be able to accept the return of a Zero-Touch Device for replacement, the Customer must provide a detailed and accurate description of the fault, damage and reason for which the replacement is required. the Company will only issue the replacement Android OS Device with the Zero-Touch Service when a Customer specifically requests this through their device replacement request.
- 9.3 If the Customer does not meet its obligations set out in paragraphs 5.3 and 5.4 of this Appendix, the Company will have no responsibility for providing the Zero-Touch Service to the replacement device.
- 9.4 The Customer shall use the Company's standard business customer service and support routes to return a Zero-Touch Device and no other means should be used.

## **10 Lost or stolen device**

- 10.1 The Customer acknowledges and agrees that if a Zero-Touch Device is reported as lost or stolen, the Company shall bar the Zero-Touch Device from the System.
- 10.2 In the event that a Zero-Touch Device is lost or stolen, it is the Customer's responsibility to deregister the device from the Zero-Touch Service within their Zero-Touch Portal, the Customer shall not hold the Company liable for any failure to do so.

## **11 Zero-Touch Service requests (existing in-life devices)**

- 11.1 Customers who have completed the Company Zero-Touch On-boarding Process may request the Zero-Touch Service against their existing in-life, eligible and compatible, previously the Company purchased Android OS Devices. This additional service is available upon request and is subject to acceptance by the Zero-Touch Reseller at its sole discretion
- 11.2 The Zero-Touch Service for existing in-life devices can only be requested for devices that are both;
  - a) owned by the requesting Customer (business entity) at the point of the Zero-Touch Service request; and
  - b) 'controlled' by the requesting Customer (business entity) – i.e. devices must be within physical possession and management of the Customer at the point of the Zero-Touch Service request.
- 11.3 The Customer shall complete a Zero-Touch - "Existing Devices Enrolment Request" template. This will include populating the template with all the relevant device details to allow the Company to process the enrolment transaction – this will include, as a minimum for each device:
  - a) IMEI (for cellular devices);

- b) Serial number (for non-cellular devices);
  - c) Google, Zero-Touch 'Model Value' which, for clarity, means the model name of the device (for all non-cellular devices).
- 11.4 The Customer shall provide a Zero-Touch Portal screenshot (as proof of registration) showing the Zero-Touch Customer ID and the Company Zero-Touch Reseller ID. By providing the requested Zero-Touch Portal screenshot, the Customer authorises the Company to store and use the Customer's Zero-Touch Customer ID, in addition to sharing with Google, for the purpose of providing the Zero-Touch Service.
- 11.5 The Customer shall:
- a) ensure that all device eligibility criteria in paragraph 4 are met; and
  - b) submit the "Existing Devices Enrolment Request" only via the process and route specified within the template
- 11.6 It can take up to 5 Working Days from receipt of the Customer completed template for the Zero-Touch Service to be applied to compatible Android OS Devices. An email notification will be sent from the Company to the Customer confirming completion. However, the Company relies on Google's own processing timescales and therefore the Customer acknowledges and agrees that the Company does not guarantee, represent and/or warrant any timescales for enrolment and/or resolution of any Zero-Touch Service issues.
- 11.7 When the Zero-Touch Service is applied to existing in-life devices they will not be operational via the Zero-Touch Service until the devices are visible for management within their Zero-Touch Portal and the Customer has assigned the devices with a MDM/EMM server/profile within their Zero-Touch Portal. The Customer must also complete a manual factory data reset on such Device in order to finalise the enrolment of the Zero-Touch Service onto the Device and to assign the MDM/EMM – this option deletes all user data on the device.
- 11.8 Where the above is not followed the Company shall not be liable for the failure of the Zero-Touch Service.
- 11.9 The Customer is solely responsible for any device content backups and content restorations through the device reset process, as required to apply the Zero-Touch Service against their existing in-life Android OS Devices.
- 11.10 Where the Customer's Android OS Devices fail to be enrolled and error codes are reported, these will be investigated and resolved through to completion of the Zero-Touch Service, where possible.
- 11.11 The Customer must additionally meet its obligations set out in paragraphs 6, 9 and 10 in respect of existing in-life Android OS Devices once provided with the Zero-Touch Service.