

Reference: [ ]

Dated: [ ] August 2018

**Service Specific Conditions for the Supply of Wandera Services which apply in addition to (and which supplement and/or vary):**

**Daisy Terms and Conditions for the Provision of Equipment and/or Mobile Network Services – May 2018 (“Mobile Terms and Conditions”)**

A. Terms and conditions which apply in addition to the Mobile Terms and Conditions:

1. **Definitions**

1.1 “Wandera Services” means the provision of Wandera mobile device optimisation for a handset or mobile device offered by the Company.

2. **Additional terms for Wandera Services**

Charges

2.1 The charges for the Wandera Services will be:

2.1.1 based on the number of licenses for which the Wandera Services are supplied;

2.1.2 will be invoiced annually in advance and shall pay the Charges by Direct Debit within fourteen (14) days of the date of the invoice (unless otherwise expressly agreed with the Company and set out on the Order Form) (the “**Payment Date**”).

Minimum Term

2.2 The Minimum Term for the Wandera Services will commence on the date of activation of the Wandera Services and, for any additional licenses ordered subsequent to the initial order, will be co-terminous with the Minimum Term for the original order.

End User Licence Agreement

2.3 The Customer shall not, and shall procure that its end users shall not, under any circumstances whatsoever commit, or attempt to commit, nor aid or abet any action that may threaten the Wandera Services. This shall include: (a) using the Wandera Services for any unlawful, invasive, infringing, defamatory, or fraudulent purpose; (b) interfering with the use of the Wandera Services by other authorized users; (c) altering, tempering with or circumventing any aspect of the Wandera Services; (d) any attempt to circumvent the user authentication or security of the Wandera Services host or network; (e) ‘denial of service’ attacks, or any other attempt to crash the Wandera Services host or network; (f) reselling, passing-through, timesharing or otherwise providing the Wandera Services to anyone not authorized by the Company to receive the Wandera Services; (g) testing or reverse-engineering the Wandera Services in order to find limitations, vulnerabilities or evade filtering capabilities; (h) supply proprietary information about the Wandera Services, including screen shots, demonstrations, or feature roadmaps to unauthorized third parties; (i) the creation, transmission or publication of any kind of virus or corrupting program or corrupted data; and (j) any other action which may adversely affect the Wandera Services or their operation.

2.4 The Customer shall not, and shall procure that its end users shall not, under any circumstances:

- a) use the Wandera Services in any manner that violates the intellectual property rights or proprietary rights, rights of publicity or privacy, or other rights of any third party;
- b) use the Wandera Services to engage in any illegal activities;
- c) send, store, provide or link through the Wandera Services to any content or material that may reasonably be deemed as:

- (i) software viruses, Trojan horses, worms, spyware and any other malicious applications or any other similar software or programs that may damage the operation of the Wandera Services;
  - (ii) encouraging, supporting, assisting, providing instructions or advising in the committing of a criminal offense, under the applicable laws;
  - (iii) prohibited by any applicable law, including court restraining orders, to be posted, published, disseminated, or otherwise made available to the public;
  - (iv) threatening, abusive, harassing, defamatory, libellous, vulgar, obscene or otherwise objectionable (as reasonably determined by the Company); or
  - (v) unsolicited commercial communications ('spam'), chain letters, or pyramid schemes.
- d) copy, distribute, display or perform publicly, sublicense, decompile, disassemble, reduce to human readable form, execute publicly, make available to the public, adapt, make commercial use, process, compile, translate, sell, lend, rent, reverse engineer, modify or create derivative works of the software provided by Company ("**Software**");
- e) make the Software or the Wandera Services available to multiple users through any means, including without limitation by uploading the Software to a network or file-sharing service or through any hosting, application services provider, service bureau or any other type of service;
- f) transfer, sublicense, lease, lend, rent or otherwise distribute the Software or the Wandera Services to any third party (including reselling, passing-through, timesharing or otherwise providing the Wandera Services to anyone not authorized by the Company to receive the Wandera Services);
- g) alter, tamper with or circumvent any aspect of the Wandera Services;
- h) test or reverse-engineer the Wandera Services in order to find limitations, vulnerabilities or evade filtering capabilities;
- i) use the Wandera Services in any manner that prevents others from using the Wandera Services (including "denial of service" attacks, or any other attempt to crash a Wandera Services host or network);
- j) violate the security or integrity of any network, computer or communications system, software application, or network or computing device involved in the Wandera Services;
- k) supply proprietary information about the Wandera Services, including but not limited to screen shots, demonstrations, or feature roadmaps to unauthorized third parties;
- l) or carry out any other action which may adversely affect the Wandera Services or their operation.

#### Number of Users

- 2.5 The Customer shall notify the Company immediately if the number of end users increases by more than 5% of the then declared number of end users. The Company reserves the right to require you to purchase additional licenses if the number of actual distinct users exceeds the number of licensed users from time to time.

#### Use of the Wandera Services

- 2.6 The Company reserves the right, but shall have no obligation, to investigate your use of the Wandera Services in order to determine whether a violation of the Conditions has occurred or to comply with any applicable law, regulation, legal process or governmental request.
- 2.7 The Customer agrees to defend, indemnify and hold the Company, its Affiliates, its Licensors and their respective officers, directors, employees, consultants, and agents harmless from and against any and all claims, liabilities, damages, losses and expenses, including reasonable attorneys' fees and costs, arising out of or in any way connected with your violation of any third party right, including without limitation any intellectual property right, publicity, confidentiality, property or privacy right.
- 2.8 Because of the continuous evolution of the sophistication of network threats and infrastructure technologies, the Company and its licensors does not make, and it is acknowledged that the Company and its Licensors cannot make any warranty or representation that any system attack or impacting incident will be detected or prevented.

- 2.9 You acknowledge that the Wandera Services are not designed or intended for use or resale in, or for incorporation into products or services used in high risk activities. The Company specifically disclaims any express or implied warranty of any kind with respect to the use of the Wandera Services in connection with any high risk activity.
- 2.10 When you register for the Wandera Services we will ask you to provide us with certain contact and personal details. Please note that incorrect or outdated information may prevent you from registering and impair our ability to provide you with Wandera Services.
- 2.11 To log in, you must use your email address and password you entered during the registration process. We may also establish and require from time to time additional or different means of identification and authentication for logging in and accessing your account, or for accessing other services (for example, security questions, memorable phrases etc.).
- 2.12 You agree to maintain your password in absolute confidentiality and not to disclose it to anyone else. We recommend that you change your password frequently and at least once every six months. You are responsible for any outcome resulting from your failure to provide accurate and complete registration details and for any use or misuse of your account as a result of sharing your details with anyone else.

#### Ownership of Intellectual Property

- 2.13 The Company's licensor retains all right, title, and interest in and to the Software, including all intellectual property rights therein. You may not delete or in any manner alter the copyright, trademark, and other proprietary rights notices or markings appearing on the Software as delivered to you.
- 2.14 You acknowledge and agree that portions of the Software, including without limitation the source code and the specific design and structure of individual modules or programs, constitute or contain trade secrets of the Company's licensor.
- 2.15 The Company's licensor alone shall own all rights, title and interest evidenced by, embodied in, and/or related to the Wandera Services, including without limitation all related Intellectual Property Rights in and to the Wandera Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Service. For these purposes "Intellectual Property Rights" means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world and any goodwill associated therewith.

#### Maintenance

- 2.16 From time to time, the Company performs scheduled maintenance to update the servers and software that are used to provide the Wandera Services. The Company will endeavour to notify you in advance of any planned downtime or scheduled maintenance. Notwithstanding the foregoing, you acknowledge that the Company may, in certain situations, need to perform emergency maintenance without any advance notice and the Company shall have no liability for any loss caused due to downtime or maintenance undertaken pursuant to this clause 2.16.
- 2.17 The Company reserves the right to make changes to the scope and content of the Wandera Services from time to time.
- 2.18 The Company reserves the right to modify and update the features and functionality of the Wandera Services. These updates may include any subsequent release or version of the Wandera Services containing functional enhancements, extensions, error corrections or fixes. Updates shall not include any release, option or future product which the Company licenses separately.

#### Third Party Content

- 2.19 In using the Wandera Services, you may access content, products and services provided by third parties. The Company and/or its licensors do not control these third parties or their links, and the Company is not responsible for the content, products, materials or practices of any third party. You acknowledge that by using the Wandera Services you may be exposed to content that you find offensive, indecent or otherwise objectionable. You agree that the Company and/or its licensors is not responsible or liable for:

- (a) the availability of such third-party websites or resources;

- (b) the content, quality, nature, reliability, advertising, products or services on or available from such websites or resources as accessible through use of the Wandera Services; or
- (c) any opinions, advice, offers or other information on or available from such websites or resources.

Termination and Suspension

- 2.20 The Company, may without notice, suspend or terminate the provision of the Wandera Services if the Customer is, or the Company has reason to believe that the Customer is about to be in, breach of clause 2.4 or any other Condition set out in the Contract.
- 2.21 The Wandera on Services may be terminated immediately by the Company if:
  - (a) if Customer materially breaches any provision of the Contract (including these Service Specific Conditions) and the breach is not capable of being cured or if the Customer party fails to cure such breach within 30 days after being required to do so by the Company; or
  - (b) if: (i) the Customer ceases to carry on business as a going concern; or (ii) the Customer becomes or may become the object of the institution of voluntary or involuntary proceedings in bankruptcy or liquidation; or (iii) a receiver or similar officer is appointed with respect to the whole or a substantial part of the other party's assets; or (iv) an event similar to any of the foregoing occurs under applicable law with respect to the other party; or
  - (c) if so directed by a court or competent authority.
- 2.22 If any undisputed fee is not paid when due and payment has not been received within 5 days after notice of such past due payment, the Company may withhold the provision of the Wandera Services until all amounts past due are paid in full, and/or terminate immediately this Contract and the Wandera Services.
- 2.23 The Company shall have the right to suspend or terminate the Wandera Services, and to take such defensive action as it considers necessary in the event of any attack upon the Wandera Services.