

Terms & Conditions:

Offer valid until 31st February 2013

Important Information: Hardware (physical or virtual) is not included and must be provided by the customer. The minimum requirements along with the full Terms and conditions can be found on the Standard Form of Agreement at optus.com.au/standardagreements. (Select 'Business Standard Agreements', then choose 'Mobile' followed by 'Optus Mobile Device Management Service Description' under 'Mobility Solutions') The minimum contract term is 24 months, whereby after this time you may choose to terminate your contract, continue to pay all charges month to month or re-sign. A reduction in licenses will not change the subscription tier. Minimum number of Licenses per company which may be subscribed to at any point in time is 15. Optional Services can only be purchased when Optus MDM Licenses have also been purchased.

**OPTUS MOBILE DEVICE MANAGEMENT
SERVICE DESCRIPTION (OPTUS BUSINESS)**

1 ABOUT THIS SERVICE DESCRIPTION

- a. This Service Description forms part of the Agreement under which Optus supplies the Service to you.
- b. Rules of interpretation and capitalised terms which are used in this Service Description are defined either in the General Terms or in the attached Dictionary.

2 THE SERVICE

Some important information about the Service:

Service	Optus Mobile Device Management
Optus company supplying the Service and authorised reseller of the Software	Optus Mobile Pty Limited (ABN 65 054 365 696)
Owner of the Software	Mobile Iron, Inc. (a Delaware corporation having a place of business at 415 East Middlefield Road, Mountain View, CA 94043)

- 2.1 The Optus Mobile Device Management (Optus MDM) Service is a software solution that allows you to:

- 2.1.1 Define and apply security policies and application settings on Supported Mobile Devices;
- 2.1.2 Produce reports for Symbian, Windows Mobile and Blackberry devices that are registered with your Optus MDM Software (on the provision that the Mobile Iron Atlas feature has been enabled as per Attachment 2 - Minimum System and Network Connectivity Requirements); and
- 2.1.3 Maintain a database of Supported Mobile Devices.

- 2.2 The Optus MDM Service includes the following components:

- 3.2.1 *Device Administration Software* – software (using Linux (CentOS)) that runs on a computing environment allowing you to define and administer Device Policy and maintain a database of Supported Mobile Devices. The full list of features and functionality available on this Software are listed in Table 2.2.6 below. The Device Administration Software consists of two components that operate as either physical or virtual appliances:

- 1.1.1 A Virtual Smartphone Platform (VSP) appliance hosts the day-to-day administrative web portal and provides a database for all devices registered and Device Policy settings; and
- 1.1.2 Sentry – connects with Microsoft Active Sync (email, contacts and calendar) enterprise server and acts as a front end to the exchange server.
- 3.2.1 *Client Application Software* – mobile device management software that runs on Supported Mobile Devices to implement the policies you have set in the Device Administration Software.
- 3.2.1 *Installation, setup and maintenance on the Device Administration Software* – Optus will install and configure the Software on your appliance, and provide access to any required or available Software Updates. You must ensure that your appliance conforms to the Minimum System and Network Connectivity Requirements outlined in Attachment 2.
- 3.2.1 *Training on the Device Administration Software* – After installation, Optus will provide remote System Administrator training which includes:
 - 1. Customisation of Software to your organisations requirements (includes education on how to implement a maximum of 5 groups and 5 Device Policies). You can then proceed after the training to implement as many groups/policies thereafter depending on your organisational requirements;
 - 2. 4 hours of server administration training (phone and web-based training for up to 3 people);
 - 3. Up to 2 hours of device setup & configuration training (phone and web based training for setup of up to 10 devices). This shows System Administrators how to register devices and how to configure policies, groups and labels.
- 3.2.1 *Help Desk* – the ability to utilise and gain technical support of the Device Administration Software through Optus' help desk during Australian Eastern Standard time (AEST) business hours of 8am-6pm weekdays (excluding public holidays) by phoning: 134 315.
- 3.2.1 The following is a list of available functions that can be configured in the Device Administration Software. Some features and functionality may not be available on some Mobile Devices (see Supported Mobile Device & Account Requirements in Attachment 3).

TABLE 2.2.6

Multi-Operating System (OS) Device Management	<ul style="list-style-type: none"> 1. Central web-based console across most mobile device operating systems 2. Inventory and asset management 3. Device configuration <ul style="list-style-type: none"> 1. Real time International roaming detection and alerts 2. Encryption policy: You can encrypt the phone and memory
--	---

	<p>on the phone</p> <p>3. Lockdown security: You can restrict access to camera, Bluetooth, WiFi and Secure Digital (SD) memory card</p> <p>4. Password enforcement</p> <p>5. End user self-service: gives your employee the ability to register their devices, lock or wipe it remotely, or help locate it.</p>
Remote Control	<p>6. Real-time, permission-based: This is the ability to remotely gain access to a device to troubleshoot issues for immediate action and resolution. Remote Control is given based on either the permission of your employees or your organisational policies.</p>
Enterprise Data Boundary	<p>7. Selective wipe</p> <p>8. Privacy policy: specify which files to synchronise with the Device Administration Software and whether activity or content should be synchronised for each type of data.</p>
Access Control (Sentry)	<p>9. ActiveSync connection activity and device visibility: Enterprise Access Control into who is connecting to your exchange environment and accessing email, calendar, contacts etc.</p>
Security	<p>10. Certificate distribution - Some corporations have certificate based authentication. For instance, to connect to WiFi you need a certificate on the device that is trusted by your Wireless Access Point. In such cases you can use Optus MDM to centrally and securely distribute the certificate to the devices rather than having to copy it on every single device.</p>
Lost Phone Management	<p>11. Locate and map</p> <p>12. Remote lock and wipe</p>
Enterprise Application Store	<p>13. Application inventory and distribution</p> <p>14. Application control policy to enforce allowed, required or block applications</p> <p>15. Application publishing</p>
Administration	<p>16. Over-the-air provisioning</p> <p>17. Role-based access</p> <p>18. Group-based actions</p> <p>19. Broadcast SMS: Simultaneous delivery of messages to</p>

	<p>multiple users.</p> <p>20. Broadcast APNs: Access Point Name (APN) is a computer protocol that typically allows a user's computer to access the Internet using the mobile phone network</p> <p>21. Persistent logs and audit trails</p>
Enterprise Integration	<p>22. Web Services Application Program Interface (API) that can communicate with other software programs that are used within an organisation.</p> <p>23. BlackBerry® Enterprise Server (BES) Integration</p> <p>24. Active Directory/LDAP: For accessing and maintaining distributed directory information services over an Internet Protocol (IP) network</p>

2.3 Subscription service

- 2.3.1 The Optus MDM Service is sold on a Subscription model based on the number Client Application Software licenses specified during your initial purchase agreement with Optus. This is independent of the number or type of Optus mobile voice and data services.
- 2.3.2 Licences are sold in increments of 25, 50 or 100 as specified in the Tiering Structure section of the Standard Pricing Table in Attachment 2.
- 2.3.3 You may also configure additional licences in the Device Administration Software anytime within the Contract Period.
- 2.3.4 The monthly charge on your Optus bill per month will be determined by either the highest number of licenses configured on your system or as agreed in your initial contract, whichever is highest, based on the Tiering Structure available in the Standard Pricing Table in Attachment 2. The number of licences configured on your system is the highest number of licences at any one time no matter if you ever reduce the amount of licences,
- 2.3.5 Optional Services described in Attachment 2 may be added at any time to the Optus MDM Service. These will appear as separate line items on the Optus bill.

3 EQUIPMENT AND NETWORK CONNECTIVITY

i) Requirement for the Device Administration Software:

- 1. The Device Administration Software must be installed on a computing appliance conforming to the Minimum System and Network Connectivity Requirement. If your computing environment does not meet the Minimum System and Network Connectivity Requirement at the time of installation, the Software installation will either be significantly delayed or unable to be installed at all.

2. Prior to purchase, Optus will provide you with an Optus MDM technical questionnaire which you must complete and return so that Optus can check that your equipment meets the Minimum System and Network Connectivity Requirements set out in Attachment 1. If your equipment does not meet the Minimum System and Network Connectivity Requirements, Optus will provide recommendations in order for you to reach the Minimum System and Network Connectivity Requirements. If you do not follow these recommendations, the Software installation will either be significantly delayed or not installed at all.
3. The installation of the Device Administration Software will be installed by an authorised Optus technician remotely via Internet access. You are responsible to ensure that remote Internet access is available and working to enable the Optus technician to install the Software; otherwise you will not be able to successfully use the Service. All other technical installation requirements can be found on Attachment 1 - Minimum System and Network Connectivity Requirements.
4. Optus will provide training to your System Administrator by connecting remotely to the system and guiding them through the various administrative tasks. A document detailing the administration capabilities will be sent to you prior to the training that can also be used for future reference to perform these tasks.
5. Optus will set up the Device Administration Software so that it is ready for use and will then hand over the operation of the system to your System Administrator. Your System Administrator is responsible for determining and configuring the available functionality set out in Table 2.2.6 to suit your organisation

2. Requirement for the Client Application Software:

1. The Client Application Software must be installed on Supported Mobile Devices with network access to the computers installed with the Device Administration Software. If your mobile device is not supported, it will not be able to use the Service.
2. The installation of the Client Application Software is initiated by connecting to a hyperlink sent via an SMS (Short Message Service) and an email generated by the Device Administration Software. The email also contains instructions and the necessary information the end user will be required to enter during registration of their Supported Mobile Device. The end user may either click the live URL sent via the SMS or enter the URL directly into the device browser to complete the registration process.
3. To install the Client Application Software, your mobile device needs to have mobile network or WiFi internet access to the Device Administration Software and conform to the individual user Account Requirements depending on the Supported Mobile Device.

25. USE OF THE SERVICE

1. Optus is not responsible for your settings, outcomes or use of the Software functionality you configure within the Software.
2. When using the Service you must:
 1. comply with Optus Business Internet Acceptable Use Policy and
 2. ensure that the software you use with the Service is properly licensed.
3. You must not:
 1. resell, share or otherwise distribute the Service (or any part of the Service) to any third party without Optus' prior written consent, or
 2. run or provide network services to others via the Service.
4. Optus may:
 1. monitor the number of subscribed licences which will be automated once the software has been installed. The Software communicates to the Application Gateway and reports on the number of licences. This information is used for billing purposes.
 2. monitor the usage of the Service in the Device Administration Software to ensure compliance with the Agreement;
 3. investigate any misuse of the Service and may involve police or other law enforcement agencies in doing so; and
 4. recover from you any costs of investigating misuse if we have found that you have misused the Service (including being unable to obtain licence information). If your misuse causes loss to another user and Optus is required to pay compensation to that user, Optus may require you to reimburse Optus.

26. SERVICE CHARGES

1. The standard charges for the Service and any additional amounts payable will be calculated in accordance with the Standard Pricing Table set out in Attachment 2 to this Service Description. The charges payable by you will depend on the features and characteristics chosen, such as:
 1. Whether you have previously paid any once-off charges, or whether you are yet to be charged;
 2. the highest number of licenses you have selected (see Tiering Structure);
 3. the cost and usage of any Optional Services.

27. CUSTOMER SERVICE

1. Optus will provide customer service for the Device Administration Software that meets the current Minimum System and Network Connectivity Requirements to the Service. Optus will not provide customer service for the connection of additional hardware, networking devices or local area network (LAN) to the Service unless this is stated in your contract.
2. Optus Customer Service may provide limited assistance for unapproved equipment and software supplied by you. Full customer service is provided regarding billing, passwords, email and online services.
3. If you require support with your Service or have any questions relating to the Service you can contact customer service by phoning 134 315 weekdays between 8am-6pm AEST (excluding public holidays). Optus will not be responsible or held accountable for your usage or configuration of the Software.

28. YOUR ACKNOWLEDGEMENTS AND OBLIGATIONS

1. You acknowledge that:
 1. You take full responsibility for all actions taken whilst using Optus MDM. It is your responsibility to determine and implement your own Device Policies. You must abide by any relevant privacy legislations and ensure that you inform your employees about your Device Policies and what you will and will not restrict when Optus MDM is installed on an employee's device. For example, if you restrict access to certain applications, such as Facebook, you take responsibility for notifying your employees to ensure they are aware of this.
 2. Optus will not be liable for any loss of data or damage resulting from any actions taken whilst using Optus MDM. For example, if a device is stolen and you decide to remotely wipe particular applications or the entire device itself of all its content, you take full responsibility for this decision and resulting action.
 3. If you intend to develop in-house apps for distribution you are required to have a developer account called "Apple IOS Developer Enterprise Program "iDEP" with Apple prior to installation of the Device Administration Software. Details can be found at <https://developer.apple.com/programs/register/>.
 4. The Service relies for its operation on services supplied by third parties who are not controlled or authorised by Optus.
 5. Optus is an authorised reseller of this product and will provide you with the latest Updates or fixes to the Software when made available to Optus. Optus will not be held accountable or responsible if there is no Software update or fix available; however will assist in requesting this from the Software vendor (Mobilise IT Pty. Ltd. who is an authorised distributor of Mobile Iron, Inc.).
 6. Optus does not make any warranty or representation regarding the performance of any software provided to you with the Service as it operates on your infrastructure. You agree that you will not make a claim against

Optus in respect of the software or its performance. If the Service is cancelled, you must cease using the service and delete the Optus Software from your appliance(s).

7. Within the Device Administration Software, you can switch on (or off) a piece of functionality (as shown earlier in this document in section 2) which allows your end users to access an end user self-service web portal via the Internet to wipe, lock, locate and register their own device with an Optus MDM Software Licence. You are solely responsible and liable for all actions taken whilst using this Internet portal, including the ability to add devices (therefore increasing your organisations total License count) without a notification being sent to the System Administrator. This will increase your organisations total Active Licences and automatically move you up to the next Subscription Tier if applicable (which cannot be reduced).
8. System Administrators must be aware when adding or changing Software Licenses within the Device Administration Software, that they must first select to "retire" a License before changing or updating to a new user or device, otherwise this will increase the total organisations License count and potentially increasing the Subscription Tier automatically (which cannot be reduced).
9. You must review, accept and abide by the End User Licence Agreement between you and Mobile Iron, Inc. A copy of this End User Licence Agreement is located in Attachment 4 and will form part of your contract acceptance with Optus. You must accept the End User Licence Agreement prior to installation of the Software.
10. If you terminate your License Subscription at any time, you must discontinue using the functionality of the Software and destroy all copies of Software in your possession or control.

29. DICTIONARY OF TERMS USED

Access Point Name (APN) is a computer protocol that typically allows a user's computer to access the Internet using the mobile phone network.

Account Requirements for individual users is dependent on the type of Supported Mobile Device, which can be found in Attachment 3. For example: iOS (Apple) devices require users to have an iTunes account, Android devices require an Android Market account and a Windows Live account for Windows devices.

Active Directory (AD) Active Directory serves as a central location for network administration and security. It is responsible for authenticating and authorising of all users and computers within a network of Windows domain type, assigning and enforcing security policies within to all computers in a network and installing or updating software on network computers.

Active Licenses are Licenses that are activated on Supported Mobile Devices for an organisation.

ActiveSync is a program that manages synchronization between a mobile device and desktop computer and/or a server.

Application Gateway is the secure point where the information for the number of Licences is communicated through for billing purposes.

Client Application Software runs on Supported Mobile Devices that implements the policy you have set in the Device Administration Software.

Contract Period is the length of time from a specified commencement date to a specified completion date, based on a contract.

Device Administration Software runs on a computer allowing you to define and administer Device Policy, maintain inventory and produce usage report. This consists of two appliances, a Virtual Smartphone Platform (VSP) and Sentry. Together these two appliances provide a complete Optus MDM Service. Both the appliances are based on Linux (CentOS).

Device Policy is the set of rules and settings for your end users that you manually configure on the Device Administration Software to suit your business needs. One example is a policy that blocks a device from enterprise resources if it has been Jailbroken. See table in 2.2.6 for a list of available functions that can be configured in the Device Administration Software.

End User Licence Agreement This is an agreement between Mobile Iron Inc. and the end user which lays out certain terms that must be adhered to. A point of contact for each customer (IT Manager/Administrator) will be required to sign (both physically and electronically), an End User Licence Agreement (EULA) for the VSP server platform.

Feature Phone is a mobile phone that combines the functions of a personal digital assistant (PDA) and a mobile phone. Feature phones is the term generally used to describe low-end devices, with smartphone used to describe high-end devices. The term originally referred to mobile phones with more features than other contemporary "dumb" mobile phones. As mobile phone technology advanced, all newer low-end phones were categorised as feature phones.

Jailbroken means when an Apple iOS device is adjusted to give access to its root file system, allowing modification and installing third-party software components. This gives the user more control over the device and may enable features that were previously unavailable.

Licenses are for the Mobile Device Management (MDM) Software that Optus is renting/leasing to the customer. Each licence must be obtained per device, not per user.

Linux (CentOS) An open-source operating system software used to operate a computer or server by the developer CentOS.

Minimum System and Network Connectivity Requirement means the minimum computer appliance and operating systems software required for connection and customer support. A more detailed description can be found in Attachment 1 to this Service Description.

Mobile Iron Atlas provides a single console where you can aggregate data from multiple VSPs for a central view of all mobile devices in the enterprise. Atlas provides for example, central reporting through dashboard widgets, insight into policy compliance and device inventory and ability to export reports. More information can be found on Attachment 1 - Minimum System and Network Connectivity Requirement.

Mobile Iron Inc. is the owner of the Software which Optus is authorised to resell.

Optional Services are additional items available to add on to your Optus MDM Service. These are listed and described in the Standard Pricing Table set out in Attachment 2.

Optus Business Internet Acceptable Use Policy means the OptusNet Acceptable Use Policy as set out in [Appendix HH](#) on the Optus Website. The Acceptable Use Policy sets out the rules and guidelines with which you must comply in using the Service.

Optus Mobile Device Management (Optus MDM) Service is the name of this overall product, which is a software solution allowing you to define and apply security policies on Supported Mobile Devices; maintain a device inventory of Supported Mobile Devices; and produce usage report of Supported Mobile Devices.

Pricing Plan contains information about the terms and conditions and prices of the plan (including Licenses and Optional Services). The Pricing Plans are set out in the Standard Pricing Table attachment in this document, including the Tiering Structure.

Sentry connects to Microsoft ActiveSync-enabled email systems such as Microsoft Exchange and IBM Lotus Notes. It may be deployed as a physical hardware appliance or a virtual appliance using VMware ESX. Standalone Sentry sits in line between the mobile device and the email server. Integrated Sentry, which only supports Exchange 2007 and 2010, does not sit inline and is instead installed on the ActiveSync server. More information can be found on Attachment 1 - Minimum System and Network Connectivity Requirement.

Service is referring to the Optus MDM Service.

SMS (Short Message Service) is a text message communication on phones and mobile phones. It allows the exchange of a short (less than 160 characters) message between mobile devices.

System Administrator is your chosen contact or team of people within your organisation who will be trained on the usage and configuration of the Software who will maintain once trained by Optus.

Standard Operating Environment (SOE) is a specification of the architecture, operating systems, application set and configuration of computers within an organisation.

Software means the MDM software created by Mobile Iron Inc. (in which Optus is authorised to resell) for use with the Optus MDM Service.

Standard Pricing Table Please refer to Attachment 2 – Standard Pricing Table.

Subscription is where the Software licenses are leased/rented from Optus for a minimum period of 24 months. **Supported Mobile Devices** are the mobile devices that the Software supports. See Attachment 3 – Supported Mobile Devices which entails where to locate the most up to date list of these.

Tiering Structure is how the charge is calculated for the Subscription to the software licenses per customer. Further detail is provided in the Standard Pricing Table attachment in this document.

Updates shall mean any updates, upgrades, maintenance releases, bug fixes or modified versions of the Software provided to the customer.

URL (Uniform Resource Locator) is the unique address for a file that is accessible on the Internet.

Virtual Smartphone Platform (VSP) appliance hosts the administration portal and provides a database for all local user accounts, devices registered, policies, application settings, backups and other Smartphone settings. It is the central hub of the solution which may be deployed as a physical hardware appliance or as a virtual appliance using VMware ESX. More information can be found on Attachment 1 - Minimum System and Network Connectivity Requirement.

Wireless Access Point (WAP) is a device that allows wireless devices to connect to a wired network using Wi-Fi, Bluetooth or related standards. The WAP usually connects to a router (via a wired network) if it's a standalone device, or is part of a router itself.

ATTACHMENT 1

MINIMUM SYSTEM AND NETWORK CONNECTIVITY REQUIREMENT

Note the following is for general guidance only – specific details are subject to change from time to time. Physical hardware, virtual appliance and software compatibility are usually noted on the associated web site:

- 3 Mobile Iron Inc. – www.mobileiron.com

Sentry connects to Microsoft ActiveSync-enabled email systems such as Microsoft Exchange and IBM Lotus Notes. It may be deployed as a physical hardware appliance or a virtual appliance using VMware ESX. Standalone Sentry sits inline between the mobile device and the email server. Integrated Sentry, which only supports Exchange 2007 and 2010, does not sit inline and is instead installed on the ActiveSync server. For most customers, standalone Sentry is the preferred option because it provides greater access control across a greater variety of email systems. It acts as a front end to the exchange server. Exchange policy is created on the VSP appliance and contains the settings that will be used by devices to connect to exchange. It enhances the following areas of ActiveSync functionality such as Access control (blocking unauthorized users), visibility (seeing which devices are connecting) and security (enforcing policies). Sentry Standalone is a separate physical appliance that is positioned between ActiveSync clients and your ActiveSync mail servers. This Sentry acts as a proxy between ActiveSync clients and your email ActiveSync mail servers.

Virtual Smartphone Platform (VSP) appliance hosts the administration portal and provides a database for all local user accounts, devices registered, policies, application settings, backups and other Smartphone settings. It is the central hub of the solution which may be deployed as a physical hardware appliance or as a virtual appliance using VMware ESX. The physical VSP is a standalone hardware appliance that ships with VSP software already installed. The VSP interfaces with the Mobile Iron application and enterprise resources such as LDAP, Exchange ActiveSync, certificate authorities, and the BlackBerry Enterprise Server. All the day-to-day administrative activities are performed on VSP server using the web portal. The virtual VSP is a software image that can be installed on customer-owned servers.

i) Deployment Components

Installing the Mobile Iron solution (which is also referred to as Optus MDM) includes installation of:

1. The Mobile Iron Virtual Smartphone Platform (VSP)
2. The Mobile Iron Sentry (optional)

Please review the below attached .pdf document entitled “InstallGuide453” which outlines all pre-deployment tasks required to be completed by you prior to the installation of the Service (Optus MDM) which is performed by Optus. The required information is found in “Chapter 1 – “Pre-Deployment Tasks” of the below attachment. You may disregard the

remaining Chapters in the document as these will be performed by Optus during installation of Optus MDM onto your appliance(s).

If you cannot open the below attachment please contact your Optus Account Manager.



InstallGuide453.pdf

***ii)* Mobile Iron Atlas**

If you choose to utilise the Mobile Iron Atlas functionality in addition to the Optus MDM solution, please review the below attached .pdf document titled “AtlasAdminGuide_1.1” which outlines the system requirements required to be completed by you prior to installation of Optus MDM. The required information is shown in “Chapter 1 – “Introducing Atlas”. All other chapters are for information purposes only.

If you cannot open the below attachment please contact your Optus Account Manager.



AtlasAdminGuide_1.1
.pdf

***iii)* Mobile Iron Virtual Smartphone Platform (VSP) Security**

MobileIron VSP employs the following security measures:

1. Hardened operating system
2. Tightly-coupled components
3. Controlled administrative access
4. User credential protection
5. Secure client-server communications
6. Continuous vulnerability assessment and security updates

ATTACHMENT 2
STANDARD PRICING TABLE

1. Mobile Device Management Fees and Charges

The Optus MDM Service is made up of the following fees and charges:

1. The initial cost of setup and installation of software;
 2. Per license cost (Tiering Structure);
 3. Optional Services.
1. Optus may quote alternative charges to meet non-standard requirements.
 2. The following fees and charges are not included in the pricing tables below:
 1. The cost of the server, additional hardware or any integration work on your premises, both of which are at your cost.
 2. Operation of your server or software.
 3. All fees and charges shown include goods and services tax (GST).

4. Setup and Installation

1. All minimum physical and/or virtual appliance requirements are stated in *Attachment 1 - Equipment and Network Connectivity*.
2. A once off charge per customer for this initial Setup and Installation of the Optus Software will be charged on the first Optus bill independent of the number of user licenses purchased. Optional Services will attract additional charges.

Item	Description	RRP (including GST)	Unit
Setup and Installation	Install software onto customer's virtual or physical appliance(s) and setup/configure account. Includes initial training for your System Administrator on various administrative tasks and a hand over of the operation of the Software system;	\$3300.00	Once off per customer

3. Optus MDM Licence Subscription and Maintenance

1. Optus will act as the reseller of the Mobile Iron Software Licences. You purchase the ability to use these Software Licences for the minimum contract term of 24 months.

After the initial contract term you may extend on a month-on-month basis or re-sign for another minimum contract term.

2. The monthly cost includes:
 1. The Subscription of the Software License;
 2. Maintenance on the Software by providing any required or available Software Updates;
 3. The ability to utilise and gain Software support through Optus' help desk during business hours of 8am-6pm AEST weekdays (excluding public holidays) by phoning 134 315.
3. The recommended retail price (including GST) is advised in the Tiering Structure & Pricing Plan below.

4. Tiering Structure & Pricing Plan

1. The applicable Tiering Structure and Pricing Plan for the software licence Subscription is set out in the table below.
2. You will be charged for the "Billed Number of Licences" as defined in each Tier. If for example you have 340 Licenses, you will be charged for Tier 14 at \$1,925.00 (including GST) per month and will be able to use up to 350 licences.
3. The Optus Bill Description will be the wording description which is provided on your Optus bill each month.
4. The bill amount is based on the highest number of licences configured on the Device Administration Software which is provided to Optus in a report each month. When you provision additional licenses and you exceed the maximum number of subscriptions for a Tier, Optus will automatically upgrade your Subscription to the next applicable Tier.
5. Reduction in used licenses will not change the Subscription Tier. This means that if you add licenses then reduce them, you will always be charged at the highest Subscription Tier that you have been on. The minimum number of licences that can be subscribed to at any period is 15. You may increase in increments shown on the Tiering Structure below e.g. If starting at Tier 1 (25 licenses) and increase to 26 licences, you will be moved to Tier 2 (50 licences) – therefore being charged at the Tier 2 rate of \$275.00 (inc GST) per month and you will be allowed to assign up to 50 licences.
6. Your first Optus bill will include all once off charges. Any Optional Services which have been selected which incur a monthly charge will be in arrears . All Software License monthly charges based on the Tiering Structure below will also be in arrears . You will always be charged for the highest number of Active Licences activated by you regardless of whether that amount decreases at any stage. e.g. if you initially began with 105 licences (Tier 5) and later throughout the contract period dropped down to 88 licences (Tier 4), you will always be charged at the highest tier which in this example is Tier 5.

7. You must select a minimum contract term of 24 months regardless of the number of licenses. After this time you may pay month to month or re-sign a contract for another minimum contract term of 24 months.

Tier	Number of Licenses	Billed Number of Licences and Optus Bill Description	RRP per month
			(including GST)
0	0-15	MDM 15 Licences	\$82.50
1	16-25	MDM 25 Licences	\$137.50
2	26-50	MDM 50 Licences	\$275.00
3	51-75	MDM 75 Licences	\$412.50
4	76-100	MDM 100 Licences	\$550.00
5	101-125	MDM 125 Licences	\$687.50
6	126-150	MDM 150 Licences	\$825.00
7	151-175	MDM 175 Licences	\$962.50
8	176-200	MDM 200 Licences	\$1,100.00
9	201-225	MDM 225 Licences	\$1,237.50
10	226-250	MDM 250 Licences	\$1,375.00
11	251-275	MDM 275 Licences	\$1,512.50
12	276-300	MDM 300 Licences	\$1,650.00
13	301-325	MDM 325 Licences	\$1,787.50
14	326-350	MDM 350 Licences	\$1,925.00
15	351-375	MDM 375 Licences	\$2,062.50
16	376-400	MDM 400 Licences	\$2,200.00
17	401-425	MDM 425 Licences	\$2,337.50
18	426-450	MDM 450 Licences	\$2,475.00
19	451-475	MDM 475 Licences	\$2,612.50
20	476-500	MDM 500 Licences	\$2,750.00
21	501-550	MDM 550 Licences	\$3,025.00
22	551-600	MDM 600 Licences	\$3,300.00
23	601-650	MDM 650 Licences	\$3,575.00
24	651-700	MDM 700 Licences	\$3,850.00
25	701-750	MDM 750 Licences	\$4,125.00
26	751-800	MDM 800 Licences	\$4,400.00

27	801-850	MDM 850 Licences	\$4,675.00
28	851-900	MDM 900 Licences	\$4,950.00
29	901-950	MDM 950 Licences	\$5,225.00
30	951-1000	MDM 1000 Licences	\$5,500.00
31	1001-1100	MDM 1100 Licences	\$6,050.00
32	1101-1200	MDM 1200 Licences	\$6,600.00
33	1201-1300	MDM 1300 Licences	\$7,150.00
34	1301-1400	MDM 1400 Licences	\$7,700.00
35	1401-1500	MDM 1500 Licences	\$8,250.00
36	1501-1600	MDM 1600 Licences	\$8,800.00
37	1601-1700	MDM 1700 Licences	\$9,350.00
38	1701-1800	MDM 1800 Licences	\$9,900.00
39	1801-1900	MDM 1900 Licences	\$10,450.00
40	1901-2000	MDM 2000 Licences	\$11,000.00
41	2001-2100	MDM 2100 Licences	\$11,550.00
42	2101-2200	MDM 2200 Licences	\$12,100.00
43	2201-2300	MDM 2300 Licences	\$12,650.00
44	2301-2400	MDM 2400 Licences	\$13,200.00
45	2401-2500	MDM 2500 Licences	\$13,750.00
46	2501-2600	MDM 2600 Licences	\$14,300.00
47	2601-2700	MDM 2700 Licences	\$14,850.00
48	2701-2800	MDM 2800 Licences	\$15,400.00
49	2801-2900	MDM 2900 Licences	\$15,950.00
50	2901-3000	MDM 3000 Licences	\$16,500.00
51	3001-3100	MDM 3100 Licences	\$17,050.00
52	3101-3200	MDM 3200 Licences	\$17,600.00
53	3201-3300	MDM 3300 Licences	\$18,150.00
54	3301-3400	MDM 3400 Licences	\$18,700.00
55	3401-3500	MDM 3500 Licences	\$19,250.00

56	3501-3600	MDM 3600 Licences	\$19,800.00
57	3601-3700	MDM 3700 Licences	\$20,350.00
58	3701-3800	MDM 3800 Licences	\$20,900.00
59	3801-3900	MDM 3900 Licences	\$21,450.00
60	3901-4000	MDM 4000 Licences	\$22,000.00
61	4001+	MDM 4001 onwards	On negotiation with Optus

Minimum total cost over a 24 month period is \$5,280 inc. GST and consists of the once off set-up charge of \$3,300 and the subscription fee for 15 licences.

8. Optional Services

- Optional Services are listed in the table below and are available to purchase as separate items, added at any point in time. The only exception is Device Staging which can only be purchased at the start of a 24 month contract period as stated in the table below.
- Optional Services will be seen on the Optus bill either as a recurring monthly charge or once-off fee depending on the Optional Service/s (set out in the table below) that you have chosen.
- All one off charges shown in the table below will be charged once at the beginning of the initial contract, and will not be charged again, even if a new contract is signed at the end of the initial minimum contract term.
- If you would like to include an Optional Service mid-way through a contract, you must contact your Optus Account Manager.
- Optional Services are listed in the below table. GST is included in the Recommended Retail Price (RRP).
- Optus can also manage your Optus MDM product as an Optional Service. If you would like to have Optus MDM managed by Optus, please contact your Optus Account Manager.

Optional Service	Description	RRP (includes GST)
24x7 Extra Support Pack	Enables 24 hour, 7 days a week Optus MDM Software support for the System Administrator. This support includes incidents when the Optus MDM specific appliances(s) are for example offline, but	\$7172.00 Upfront once off per customer

	<p>does not include updating user's details or end user device issues (e.g. email is not working).</p> <p>This involves both a one off fee per customer plus a monthly recurring charge per device.</p> <p>This Optional Service is only available if you are paying for a minimum number of 100 licenses (or Tier number 4 as per the Tiering table above). Number of devices that will be charged per month will be determined by the number of Optus MDM Licenses subscribed to as per the Tiering Structure. E.g. if you are on a Tier 4 Subscription, you must pay for the same number of devices to receive this Optional Service (i.e. 100 devices).</p>	<p>PLUS</p> <p>\$9.57 Per device per month (minimum of 100 licences therefore minimum price will be \$957.00 per month therefore \$22,968.00 over 24 months)</p> <p>Total minimum cost over 24 months is \$7172 + \$22,968 = \$30,140.00</p>
Onsite Support	<p>An Optus resource will be available to go on site to provide support (on the Software) to the System Administrator as required.</p> <p>The support location should be nominated at point of initial purchase of the Software (Note: the location limit is a 40km perimeter outside the CBD). The hourly charge starts as soon as travel commences.</p>	\$214.50 Per hour
Health Check Maintenance Blackberry Enterprise Server &	This monthly charge will provide you with four health checks a year on your previously installed email solution to	\$363.00 Per customer per

Exchange	ascertain the correct email configuration details for the mobile devices. This ensures that event logs are current with no pending issues. Includes creation of support documentation, team training and processes for your company in regards to your Blackberry Enterprise Server and Exchange.	month (Total minimum cost over 24 months is \$8712.00)
End User Training	Provide training as required on the Software and usage. Times will be provided by the trainer on a timesheet in case of any disputes of costs and time.	\$214.50 Per hour
Onsite Dual Redundant (DR) & High availability	Optus will install the Software on the additional infrastructure provided by you, and provide yearly maintenance and Updates on the Software. This allows you to have a back up if the original server/s fail, and allows high uptime and high availability. Your additional infrastructure must conform to the Minimum System and Network Connectivity Requirement.	\$4356.00 Once off up front fee
Hosted Dual Redundant (DR) & High Availability for VSP and Sentry	All infrastructure and installed Device Administration Software is hosted** and provides dual redundant, and high availability for VSP and Sentry. The hosting environment (hardware/hosted related issues) will have 24 hours a day, 7 days a week support on the health of the servers provided by the hosting facility**.	\$3960.00 Per customer per month (Total minimum costs of 24 months is \$95,040.00)
Device Staging:	Optus will set up a basic	\$52.80 per

FeaturePhone	FeaturePhone*** device to a certain specification before end users receive the device*. This can only be purchased at the beginning of a new contract with a minimum of 15 devices (which can be a mixture of FeaturePhones, or SmartPhones/Tablets). This can include asset tagging, reporting, organising a replacement if a device arrives from the manufacturer already broken, plugging in to get to full charge, insert SIM and repackaging of the device.	<p>device once off</p> <p>PLUS</p> <p>\$27.50 freight charge per device once off</p> <p>A minimum of 15 devices means that the minimum total cost is $(\\$52.80 \times 15) + (\\$27.50 \times 15) = \\$1204.50$</p>
Device Staging: SmartPhone/Tablet	Optus will set up SmartPhone*** or tablets*** to a certain specification before end users receive the device*. This can only be purchased at the beginning of a new contract with a minimum of 15 devices (which can be a mixture of FeaturePhones, or SmartPhones/Tablets). This staging includes all the above FeaturePhone items plus, email setup, Blackberry Enterprise Server (BES) enterprise activation, Active Directory (AD)/Exchange Activation, Access Point Name (APN) setup (private/public), Mobile Device Management Standard Operating Environment (SOE), 3rd partner application installation & setup (if	<p>\$85.80 per device once off</p> <p>PLUS</p> <p>\$27.50 freight charge per device once off</p> <p>A minimum of 15 devices means that the</p>

	required).	minimum total cost is (\$85.80x15) + (\$27.50x15) = \$1695.00
--	------------	--

* After a device has been staged, it will be sent to your pre-defined address at an additional freight (postage) charge which includes insurance on the device whilst in transit. This will appear as a separate charge on your next Optus bill.

** The site is hosted at the Fujitsu Data Centre located in North Ryde, NSW.

*** The handset (e.g. iPhone), tablet (e.g. iPad) or any other device or hardware is not included and must be procured separately via your Optus Account Manager for an additional charge.

7. Cancellation Policy

Customers will incur a cancellation fee if they terminate their contract prior to the end of the contract term. Customers acknowledge that this is not a penalty, but a genuine estimate of losses that Optus will incur as a result of early termination of contract.

1. The fee for cancellation whilst still in contract (minimum term 24 months) is 50% of the remaining charge for the remaining months (this is not pro-rated per day and will be charged based on an entire month's usage, even if you cancelled mid-way through that month) of the contract term (calculation based on the highest level of Tier that has ever been reached), and any Optional Services with a monthly charge included in the contract - calculated as follows:

(50% of the current monthly charge(s)) x (number of months remaining)

For example, the contract term for a customer is from 15th November 2010 to 15th November 2012 and they have 50 Licences charged at the Tier 2 charge of \$275.00 (inc GST) a month. If they terminate on the 31st March, the customer will have to pay a fee of:

(50% x \$275.00) x (8 months) = \$1100.00 (inc GST)

2. Unless otherwise specified, customers may increase the number of Licences subscribed to at any stage. The change will take effect immediately (based on the Tiering Structure) and the charge for the licenses will be included on your next applicable Optus bill (a month in arrears).
3. If you choose to terminate the contract prior to the end of the minimum period, your permission to use the Software Licences will be revoked and you must destroy all copies of Software in your possession or control.
4. If you terminate your Service outside of the Contract Period, you will be charged for your final month of Service in the following month (e.g. if your contract ends on November 5th 2013, and you terminate your Service on the

6th November 2013, the final monthly charges will appear on your December 2013 Optus bill as your monthly recurring fees always appear in arrears.)

ATTACHMENT 3

SUPPORTED MOBILE DEVICES & ACCOUNT REQUIREMENTS

1. Mobile Devices & Account Requirements

Major mobile platforms are supported.

As new operating systems and devices emerge, an up to date list of Supported Mobile Devices and their separate Account Requirements can be located at the following vendor site link or contacting your Optus Account Manager:

<http://www.mobileiron.com/en/multi-os-management/multi-os-management-overview>

ATTACHMENT 4
MOBILE IRON END USER LICENCE AGREEMENT (EULA)

Please see attached below the Mobile Iron, Inc. End User Licence Agreement (EULA) which must be read and accepted by you prior to signing the Optus MDM contract.

If you cannot open the below attachment please contact your Optus Account Manager.



End User Agreement
11012011- Internatio