

## Conditions for offer BlackBerry

### 1 Scope of application

1.1 This Service Description applies to the BlackBerry supplementary service for Swisscom mobile phone connections. BlackBerry is a supplementary service to one or more pre-existing contracts for mobile telephone connections between Swisscom and the Customer.

### 2 Service description

2.1 The service enables companies with their own or a hosted corporate messaging infrastructure (e.g. Microsoft Exchange, Lotus Domino or Novell GroupWise) to receive, edit and send encrypted e-mails and to update to-do lists, calendar entries and address data using a mobile BlackBerry terminal.

2.2 Two variations of this service are offered: "BlackBerry Professional Software (BPS)" and "BlackBerry Enterprise Server (BES)". The differences in their features will be highlighted wherever necessary.

### 3 Requirements

#### 3.1 General / licences

3.1.1 The Customer procures a server software licence for each BlackBerry terminal. The licence type and BlackBerry terminals are selected using a separate order form.

3.1.2 The separately listed licence conditions of Research in Motion apply to the use of server, desktop and terminal software.

3.1.3 Data transmission from the BES to the BlackBerry device is encrypted based on "Triple DES" or "AES Technology". The Customer acknowledges that Triple DES and/or AES Technology is prohibited in certain countries and that BlackBerry devices must not be used, passed on or traded in these countries.

3.1.4 Even if the Customer has outsourced his corporate messaging infrastructure (e.g. to a hosting partner), the Customer still remains Swisscom's sole contractual partner and, as such, is responsible for meeting his contractual obligations.

#### 3.2 Mobile telephone connection

3.2.1 BlackBerry is only available to Swisscom NATEL subscribers with a contract (or other type of contractual agreement).

3.2.2 BlackBerry is not available to prepaid customers.

3.2.3 BlackBerry only works with a more recent generation of SIM cards.

#### 3.3 Customer's duty to cooperate

3.3.1 The Customer is responsible for timely provision and operation of the IT infrastructure necessary for BlackBerry in accordance with the checklist entitled "IT infrastructure requirements for the installation of BlackBerry".

3.3.2 Installation and commissioning of the BES or BPS.

3.3.3 The Customer is responsible for keeping his BES or BPS up to date at all times. Customer installation of updates, upgrades, service packs and hotfixes provided by Swisscom on the BES or BPS is a requirement for proper operation of the BlackBerry supplementary service and for Swisscom support services.

3.3.4 If the BES is to be installed within a Novell GroupWise infrastructure at the Customer, the Customer must commission a partner specialising in Novell GroupWise to take care of the installation and support.

#### 3.4 Release by the Customer

By returning the release protocol signed by the Customer and/or administrator, the Customer confirms that the service is ready at his end.

#### 3.5 Updates / upgrades

3.5.1 The Customer shall bear any risk (e.g. data losses) associated with upgrades/updates (esp. installation of a new BES). As far as possible, Swisscom or its integration partner will inform the Customer in advance of any special risks.

3.5.2 The Customer accepts that some older BlackBerry devices could lose their ability to function as a result of an upgrade for the BlackBerry software. If possible, Swisscom will notify the Customer of this in advance.

### 4 Product features provided by Swisscom

#### 4.1 BlackBerry features

4.1.1 BES software or BPS incl. licences.

4.1.2 BlackBerry terminal (incl. software) with docking station, EU travel adaptor, plastic holder, battery and user guides (hereinafter referred to as "accessories") and BlackBerry desktop software, incl. licences.

4.1.3 The service obligations begin upon activation of the BlackBerry supplementary service (for each connection) by Swisscom.

4.1.4 Hotline access for the Customer's administrator

4.1.5 The availability of BlackBerry services abroad may differ from the availability of roaming for voice services.

#### 4.2 Restrictions

4.2.1 The Customer acknowledges that the BlackBerry software has been developed and licensed by RIM and accepts that Swisscom assumes no responsibility or liability for programming errors, defects or faults in the BlackBerry software or for any consequences which arise as a result.

4.2.2 The Customer also acknowledges that RIM, the manufacturer, reserves the right to suspend or entirely deactivate the supplementary service for devices that have not been manufactured by RIM (referred to as BlackBerry Connect devices) if it determines that these have a negative impact on its BlackBerry service network infrastructure. The Customer will not incur any costs in relation to BlackBerry during this deactivation. The Customer is not entitled to exchange or return the device.

## **5 Process services provided by Swisscom**

### **5.1 Delivery**

5.1.1 Delivery of the software, terminals and accessories is performed by Swisscom on the basis of a separate order form. The guarantee provisions as stated in "Guarantee for terminals and accessories" (below) shall apply to the terminal devices and accessories.

### **5.2 Basic telephone support (hotline)**

5.2.1 Swisscom offers the Customer's administrator basic telephone support for the initial installation of the software for the BlackBerry devices and for the elimination of hardware faults.

5.2.2 The hotline can be accessed during Swiss business hours (Monday through Friday, 7 a.m. – 6 p.m., excluding holidays).

### **5.3 Restrictions**

5.3.1 Customers with a Novell GroupWise Corporate Messaging infrastructure should contact their specialist partner for server-related support services.

## **6 Guarantee for terminals and accessories**

### **6.1 Duration and content**

6.1.1 Swisscom cannot guarantee uninterrupted operation of the terminal and accessories.

6.1.2 The guarantee period is 2 years commencing on the date of delivery. In the event of faults occurring during the guarantee period, Swisscom can rectify the faults or replace the terminal with the closest equivalent.

6.1.3 If despite several attempts the fault cannot be rectified either by repair or replacement, the Customer is exclusively entitled to claim back the purchase price in exchange for the return of the terminal.

6.1.4 These guarantee provisions apply in place of the guarantee and associated damage claim provisions contained in the Swiss Code of Obligations.

### **6.2 Restrictions**

6.2.1 The guarantee does not cover operating items and consumables such as batteries and paper, nor does it apply to faults caused by the Customer or third parties or faults arising due to outside influences (incl. damage during transportation).

6.2.2 If the Customer is unable or ceases to be able to use certain functions on the terminal owing to the technical configuration of telecommunications networks, this is not considered to be a fault.

6.2.3 The guarantee does not cover damage, including split LC displays, caused by the Customer due to failure to observe the safety precautions included in the BlackBerry Solution package, or damage arising from accident, misuse, improper use or faulty setup/installation.

6.2.4 Also excluded from the guarantee are damages arising from modifications (including upgrades, downgrades and extensions to the product and/or software) that are not carried out by Swisscom or one of its designated agents unless such modifications have been explicitly approved in writing by Swisscom and carried out in accordance with the instructions.