



application form Business Devices - Smartphones

Serial No.:

Welcome to Etisalat.

Please complete this form if you are applying for **Business Devices - Smartphones**. Please note that incomplete information may cause delays in service providing.

A. Type of request

Existing connection iPhone for Life

MDM Apple Care Apple DEP Mobile Number:

Specify Managed Apple ID:

Please share the list of IMEIs from your account manager if requesting DEP for existing apple devices

B. Application Type

Company (COCP) Individual (CEP)

Company Name:

Trading License #:

(In case of company application)

Issued Date: Expiry Date:

Establishment Card: TAX Registration No. (TRN) :

Issued Date: Expiry Date:

Remark:

C. Contact person details

Power of Attorney Letter of Delegation

Name:

Title/Position:

Contact#: Telephone#: Ext.:

Email ID (Mandatory):

ID Type: Emirates ID

ID No.: Nationality:

Issue Date: Expiry Date:

Mailing Address:

PO Box: Office/Building: Floor:

Street: Nearest Landmark:

City: Emirate:

D. Select your device*

Device delivery: On Site Courier

Mobile Devices	Non Contract Retail Price for upfront purchase (AED)**	AED/month (12 Months)	AED/month (18 Months)	AED/month (24 Months)	Color	Quantity
Apple						
iPhone 11 64GB	2,808.57	249	175	140		
iPhone 11 128GB	3,008.57	266	185	150		
iPhone 11 256GB	3,408.57	300	210	170		
iPhone 11 Pro 64GB	4,018.10	352	245	195		
iPhone 11 Pro 256GB	4,618.10	403	280	225		
iPhone 11 Pro 512GB	5,427.62	472	330	265		
iPhone 11 Pro MAX 64GB	4,418.10	386	270	220		
iPhone 11 Pro MAX 256GB	5,018.10	437	305	245		
iPhone 11 Pro MAX 512GB	5,827.62	506	350	285		
iPhone XR 64GB	2,765	235	158	120		
iPhone XR 128GB	3,099	264	178	135		
iPhone XR 256GB	3,484	298	200	152		
iPhone XS 64GB	3,864	333	224	167		
iPhone XS 256GB	4,262	378	254	193		
iPhone XS 512GB	5,219	460	310	235		
iPhone XS Max 64GB	4,249	362	244	185		
iPhone XS Max 256GB	4,824	411	277	210		
iPhone XS Max 512GB	5,604	499	336	255		
Samsung						
Samsung Galaxy S10E 128GB	2,220.48	189	128	97		
Samsung Galaxy S10 128GB	2,396.67	204	138	104		
Samsung Galaxy S10 Plus 128GB	2,777.62	237	159	121		
Samsung Galaxy S10 512GB	3,634.76	309	208	158		
Samsung Galaxy S10 Plus 1TB	4,872.86	415	279	212		
Samsung Galaxy S9 64GB	1,751.43	149	101	76		
Samsung Galaxy S9 128GB	1,941.91	166	112	85		
Samsung Galaxy S9+ 64GB	2,082.38	178	120	91		
Samsung Galaxy S9+ 128GB	2,272.86	194	131	99		
Samsung Galaxy Note9 128GB	2,822.86	240	162	123		
Samsung Galaxy Note10 256GB	3,332.38	284	191	145		
Samsung Galaxy Note10+ 256GB	3,808.57	324	218	166		
Samsung Galaxy Note10+ 512GB	4,284.76	365	246	186		
Samsung Galaxy J8	900	-	-	39		
Samsung Galaxy A50 128GB	1,094.29	94	63	48		
Xiaomi						
Xiaomi Redmi 4A	439	NA	NA	NA		
BlackBerry						
BlackBerry Key2 LITE	1,713.33	146	99	75		
BlackBerry Key2 64GB	2,284.76	195	131	100		

Huawei						
Huawei Y9 2019	856.19	73	49	38		
Huawei P20 Pro	2,856.19	243	164	124		
HUAWEI P30 128GB	2475.24	211	142	108		
Huawei P30 PRO 256GB	3,237.14	276	186	141		
Huawei Mate 20 128GB	2,094.29	179	120	91		
Huawei Mate 20 PRO 128GB	2,741.9	234	157	119		
Huawei Mate 20X 256GB 5G	3,523.00	300	202	153		

Apple Care - plans	Non Contract Retail Price for upfront purchase of apple care (AED)**	AED/month (12 Months apple care)	AED/month (18 Months apple care)	AED/month (24 Months apple care)	Color	Quantity
iPhone XR	699			30		
iPhone XS	699			30		
iPhone XS Max	699			30		
iPhone X	699			30		
iPhone 8	460			20		
Apple Watch	295			15		

For more details and updates please refer <https://www.apple.com/support/products/>

Tablets	Non Contract Retail Price for upfront purchase (AED)**	AED/month (12 Months)	AED/month (18 Months)	AED/month (24 Months)	Color	Quantity
IPAD PRO 2018 12.9 Wi-Fi + CELL 64GB	4380	373	251	190		
IPAD PRO 2018 12.9 Wi-Fi + CELL 256GB	4951.43	421	284	215		
IPAD PRO 2018 12.9 Wi-Fi + CELL 512GB	5713.33	486	327	248		
IPAD PRO 2018 12.9 Wi-Fi + CELL 1TB	7237.14	616	415	314		
IPAD PRO 2018 11 Wi-Fi + CELL 64GB	3618.1	308	208	157		
IPAD PRO 2018 11 Wi-Fi + CELL 256GB	4189.52	357	240	182		
IPAD PRO 2018 11 Wi-Fi + CELL 512GB	4951.43	421	284	215		
IPAD PRO 2018 11 Wi-Fi + CELL 1TB	6475.24	551	371	281		
iPad 2018 9.7" Wi-Fi + Cell 32GB	1,789.53	153	103	78		
iPad 2018 9.7" Wi-Fi + Cell 128GB	2,141.9	183	123	93		

Apple Watch Series 4 Model		Non Contract Retail Price for upfront purchase (AED)**	AED/month (12 Months)	AED/month (18 Months)	AED/month (24 Months)	Color	Quantity
NIKE+ SERIES 4 GPS + CELL NIKE SPORT BAND	40MM	1,904	162	109	83		
	44MM	2,082	173	117	88		
NIKE+ SERIES 4 GPS + CELL NIKE SPORT LOOP	40MM	1,904	162	109	83		
	44MM	2,082	173	117	88		
WATCH SERIES 4 GPS + CELL SPORT BAND	40MM	1,904	162	109	83		
	44MM	2,028	173	117	88		
WATCH SERIES 4 GPS + CELL SPORT LOOP	40MM	1,904	162	109	83		
	44MM	2,028	173	117	88		

Mobile Broadband Devices	Non Contract Retail Price for upfront purchase (AED)**	AED/month (12 Months)	AED/month (18 Months)	AED/month (24 Months)	Color	Quantity
Huawei E5573S	289	25	20	15		
Huawei E5577S	379	35	25	20		
Huawei B315S	399	34	23	18		
Huawei E5770S	569	50	33	30		
Huawei E5885LS	699	60	40	31		

*Devices are subject to stock availability

**Prices are exclusive of VAT

IMEI#	
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E. MDM Plans

MDM Plans - IBM MaaS 360	Non Contract Price for upfront purchase of 12 months license (AED)**	AED/month (12 Months)	AED/month (18 Months)	AED/month (24 Months)	Quantity
Essentials – Device Based	132				
Deluxe – Device Based	168				
Premier – Device Based	204				
Enterprise – Device Based	300				

F. Billing and Payment

Invoice Delivery: eMail Business Online Portal

eMail Address: Same as above eMail New eMail:

Payment Options (for individual paid lines with device):

Auto pay - Credit Card Direct Debit - Bank account Advance payment of AED 1,000

I/We clearly understand and agree by completing and signing this application with Etisalat Terms and Conditions for **Business Devices – Smartphones**.

Signature:

Date:/...../.....

For official use only

Individuals	
<input type="checkbox"/> Copy of ID	<input type="checkbox"/> Salary certificate
<input type="checkbox"/> Bank Statement	<input type="checkbox"/> Company NOC

Companies	
<input type="checkbox"/> Copy of authorised person ID	
<input type="checkbox"/> Letter of authority	<input type="checkbox"/> Original valid trade license

Employee ID: Signature:

Mobile No.:

Activation Source:

- | | | | |
|--------------------------------------|-------------------------------------|---|--|
| <input type="checkbox"/> ES Gov | <input type="checkbox"/> ES Private | <input type="checkbox"/> Managed Indirect | <input type="checkbox"/> Alternate Managed |
| <input type="checkbox"/> Managed SMB | | <input type="checkbox"/> Roadshow | <input type="checkbox"/> Business Centre/Franchise |

Stamp

For Channel Partners / Franchise

Terms and Conditions

Business Devices - Smartphones

1. INTRODUCTION

These specific terms and conditions ("Service Specific Terms") apply in relation to the provision of the Service by Etisalat to the Customer, in addition to the other constituent parts of the Agreement between Etisalat and the Customer.

2. DEFINITIONS

- (a) "Agreement" means the entire contractual agreement between Etisalat and the Customer in relation to the Service, comprising of those constituent parts listed in Clause 2.1 of the General T&Cs (Business).
- (b) "Customer" means the person / entity who purchases or subscribes to the Service.
- (c) "Device" means a mobile handset, tablet, laptop, desktop computer, printer or any other device as may be offered from time to time by Etisalat and purchased by the Customer under the Agreement.
- (d) "Etisalat" means Emirates Telecommunications Corporation and any of its wholly-owned subsidiaries.
- (e) "General T&Cs (Business)" means Etisalat's general terms and conditions for business products and services which are published on Etisalat's website, and are available through the other communications channels referred to in Clause 34 of the General T&Cs (Business).
- (f) "Minimum Term" has the meaning given to it in Clause 4(b).
- (g) "Service" means the Business Smart Pay service, as described in more details in Clause 3.

3. SERVICE DESCRIPTION

- (a) Business Smart Pay is a service that allows Etisalat's customers with a post-paid line to purchase various Devices from Etisalat, either by paying upfront or in twelve (12), eighteen (18), twenty four (24) or thirty six (36) monthly instalments, as applicable.
- (b) For the avoidance of doubt, this Agreement applies in addition to any terms and conditions that govern the provision by Etisalat to the Customer of the post-paid line with which this Service is associated.

4. COMMENCEMENT & DURATION

- (a) The Agreement is valid and binding on and from the date on which it is submitted to and accepted by Etisalat (the "Effective Date").
- (b) Where the Customer subscribes to an instalment plan, the Agreement has a minimum term corresponding to the duration of that plan (i.e. twelve (12), eighteen (18), twenty four (24) or thirty six (36) months, as applicable) ("Minimum Term"), which starts on the date on which Etisalat makes the Service available to the Customer ("Activation Date").

5. CUSTOMER OBLIGATIONS & RESTRICTIONS

Please see Clause 6 of the General T&Cs (Business) for the provisions governing the Customer obligations and restrictions that apply to the Service.

6. ETISALAT'S OBLIGATIONS

Etisalat will provide the Service to the Customer based on these Service Specific Terms together with the other constituent parts of the Agreement, and in accordance with the law.

7. WARRANTY

- (a) Please see Clause 9 of the General T&Cs (Business) for the warranty provisions that apply to the Devices purchased by the Customer under the Agreement. The warranty period for Devices range from one year to five years based on the device purchased by the Customer.
- (b) The Customer must at all times comply with the terms and conditions of the applicable manufacturer's warranty or extended warranty plan that the Customer may have obtained on the purchase of the Device. The provider of the warranty is responsible for any warranty claims that the Customer may have and the Customer must approach the provider of the warranty directly in case of any such claims. Etisalat is not responsible for any warranty claims or the replacement or repair of Devices.
- (c) The Customer is responsible for any misuse, loss or damage to the Device except if such loss or damage is: (i) caused by Etisalat or its authorised subcontractor; or (ii) due to a manufacturing or design fault.
- (d) The legal ownership of the Device remains with Etisalat and will not pass from Etisalat to the Customer until the Customer has paid the price of the Device in full (including any early termination charges, where applicable).

8. CHARGES, BILLING & PAYMENT

Please see Clause 12 of the General T&Cs (Business) for the charges, billing and payment provisions that apply to the Service. The Service will be billed to the Customer through the account for the post-paid line with which the Service is associated.

9. VAT

All rates and charges are exclusive of VAT. The Customer shall pay the VAT in addition to the payment or other consideration for that supply on the earlier of: (a) when the payment or other consideration is made; or (b) when the supply is made.

10. CUSTOMER CREDIT, ADVANCE PAYMENTS & DEPOSITS

Please see Clause 13 of the General T&Cs (Business) for the customer credit, advance payment and deposit provisions that apply to the Service.

11. SUSPENSION, DISCONNECTION OR TERMINATION BY ETISALAT

Please see Clause 17 of the General T&Cs (Business) for the provisions governing the suspension, disconnection and termination of the Service or the Agreement by Etisalat.

12. TERMINATION BY THE CUSTOMER

- (a) If the Customer wants to terminate the Service, the Customer must give Etisalat 30 days' prior written notice.
- (b) The Customer acknowledges that, upon receipt of the Customer's termination notice, it may take up to 30 days to terminate the Customer's account.
- (c) If the Customer elects to terminate the Service before the end of the Minimum Term (as applicable), the early termination charge payable by the Customer to Etisalat is calculated as follows: applicable monthly instalment x the number of months remaining until the end of the Minimum Term.

13. TERMINATION OF THE ASSOCIATED POST-PAID LINE ACCOUNT

Unless agreed otherwise between Etisalat and the Customer, where Etisalat or the Customer terminates the post-paid line account through which the Service is billed, the Service will be deemed to be terminated as well and Clause 11(c) of these Service Specific Terms and Clause 12(3) of the General T&Cs (Business) will apply accordingly.

14. CONTACTING ETISALAT

The Customer may contact Etisalat to discuss the Service (including these Service Specific Terms and the General T&Cs (Business)), or any other product or service offered by Etisalat, by using any of the communications channels stated in Clause 34 of the General T&Cs (Business).

Terms and Conditions

iPhone for Life (Business)

1. INTRODUCTION

These specific terms and conditions ("Service Specific Terms") apply in relation to the provision of the Service by Etisalat to the Customer, in addition to the other constituent parts of the Agreement between Etisalat and the Customer.

2. DEFINITIONS

- (a) "Agreement" means the entire contractual agreement between Etisalat and the Customer, comprising of the constituent parts set out in Clause 2.1 of the General T&Cs (Business).
- (b) "Customer" means the person / entity who purchases or subscribes to the Service.
- (c) "Etisalat" means Emirates Telecommunications Corporation and any of its wholly-owned subsidiaries.
- (d) "General T&Cs (Business)" means Etisalat's general terms and conditions for business products and services which are published on Etisalat's website and are available through the other communications channels referred to in Clause 34 of the General T&Cs (Business).
- (e) "Minimum Term" has the meaning given to it in Clause 4(d).
- (f) "New Smartphone" means a new Apple iPhone device that the Customer may upgrade to from the Old Smartphone.
- (g) "Old Smartphone" means the existing Apple iPhone device obtained by the Customer from Etisalat with their subscription to a Smartphone Plan.
- (h) "Service" means the iPhone For Life (Business) service, as described in more detail in Clause 3.
- (i) "Smartphone Plan" means an Etisalat instalment plan for a smartphone device which the Customer subscribes to as an 'add-on' to Etisalat's mobile postpaid services for businesses (Business Ultimate; New Business Ultimate; Business Smartpay; or such other mobile postpaid service for businesses as Etisalat may include from time to time).

3. SERVICE DESCRIPTION

iPhone for Life (Business) is a service that entitles eligible Customers subscribed to a Smartphone Plan with an Old Smartphone to upgrade to a New Smartphone in accordance with the terms of this Agreement (the "Service"). The Service does not include the purchase of AppleCare+ or other Apple support products and services for iPhone. The AppleCare+ and any other Apple support products and services for iPhone shall be purchased separately.

4. COMMENCEMENT & DURATION

- (a) The Agreement is valid and binding on and from the date on which it is submitted to and accepted by Etisalat (the "Effective Date").
- (b) The term of the Agreement starts on the date on which Etisalat makes the Service available to the Customer ("Activation Date") and will continue to be in force:
 - i. For the remaining period of the existing relevant Smartphone Plan;
 - ii. Until the Customer upgrades the Old Smartphone to the New Smartphone under this Service; or
 - iii. Until it is terminated by one of the parties; whichever is earlier.
- (c) Termination of the subscription to the existing Smartphone Plan will terminate this Service.
- (d) This Agreement does not have a minimum commitment period ("Minimum Term").

5. CUSTOMER OBLIGATIONS & RESTRICTIONS

- (a) The Customer will be solely responsible for removing all data, including personal and confidential data and device locks from the Old Smartphone prior to upgrade to the New Smartphone.
- (b) It is the Customer's sole responsibility to back-up any files or data from the Old Smartphone that the Customer wishes to retain after upgrade of the Old Smartphone. Etisalat does not provide data recovery service as a part of the Service. Etisalat shall not be liable for any lost or disclosed files or data or content whatsoever.

- (c) The Customer shall be responsible for removing the SIM card from the Old Smartphone. Etisalat shall not be responsible for any costs arising from the Customer's failure to remove the SIM card or any memory card.
- (d) The Customer acknowledges that he/she is the owner of the Old Smartphone.
- (e) The Customer shall make sure not to have security software that will block access to the Old Smartphone.
- (f) Please also see Clause 6 of the General T&Cs (Business) for the provisions governing the Customer obligations and restrictions that apply to the Service.

6. ETISALAT'S OBLIGATIONS

Etisalat will provide the Service to the Customer based on these Service Specific Terms together with the other constituent parts of the Agreement, and in accordance with the law.

7. CHARGES, BILLING & PAYMENT

- (a) The upgrade to the New Smartphone is provided by Etisalat to the Customer free of charge, if the Customer completed at least the initial 12 month period of the Smartphone Plan.
- (b) If the Customer has not completed the initial 12 month period of the Smartphone Plan, and elects to upgrade to the New Smartphone, an upgrade charge will apply. The upgrade charge will be calculated as follows: monthly instalment charge of the Smartphone Plan x the number of months remaining to complete the initial 12 month period.

8. VAT

All rates and charges are exclusive of VAT. The Customer shall pay the VAT in addition to the payment or other consideration for that supply on the earlier of: (a) when the payment or other consideration is made; or (b) when the supply is made.

9. CUSTOMER CREDIT, ADVANCE PAYMENTS & DEPOSITS

Please see Clause 13 of the General T&Cs (Business) for the customer credit, advance payment and deposit provisions that apply to the Service.

10. ELIGIBILITY

- (a) In order to be eligible for the Service, the Customer shall be subscribed to the Smartphone Plan with Apple iPhone device purchased from Etisalat on an instalment period of 18 months or longer.
- (b) The Customer may opt in to the Service by submitting an application form at Etisalat outlets or through other means specified by Etisalat.
- (c) Unless communicated by Etisalat otherwise, the Customer may only upgrade to the latest model of Apple iPhone offered by Etisalat; and the Old Smartphone shall be the preceding model of Apple iPhone. The details on the eligible models of Old Smartphones and New Smartphones will be specified by Etisalat at the time of exchange.
- (d) The Customer is not eligible for upgrade if the Customer's Old Smartphone is lost or stolen or otherwise unavailable for submitting to Etisalat at the time of upgrade.

11. UPGRADE GUIDELINES

- (a) Subscribing to the Service does not automatically lead to an upgrade to the New Smartphone. In order to upgrade to the New Smartphone, the Customer shall contact Etisalat at Etisalat outlets or through other means specified by Etisalat and request the upgrade to the New Smartphone. The Customer will be obliged to submit to Etisalat the Old Smartphone as part of the upgrade.
- (b) The Customer is required to return the Old Smartphone at specified Etisalat outlets.
- (c) The upgrade to the New Smartphone is subject to availability of stock. The Customer may choose the New Smartphone's colour, and capacity subject to availability of stock. The Customer may also choose to upgrade to a new Smartphone Plan. The details of the eligible new Smartphone Plans will be specified by Etisalat at the time of exchange.

- (d) The Old Smartphone must have the same device model, capacity and International Mobile Equipment Identity (IMEI) number as the Apple iPhone device purchased through Etisalat with the Smartphone Plan.
- (e) Etisalat will evaluate the Old Smartphone's condition. The Old Smartphone can be accepted by Etisalat only if it is in a good condition. It is Etisalat's full discretion to consider whether an Old Smartphone is in a good condition or not, and may request proof of purchase or additional information at its discretion. In order to consider whether an Old Smartphone is in a good condition, Etisalat will review in particular whether:
 - i. It is possible to switch on the Old Smartphone and have access to the Old Smartphone's IMEI number by pressing *#06# (the IMEI should match the Old Smartphone originally purchased).
 - ii. The Old Smartphone functions normally, for example, it is capable of making and receiving calls and connecting to the Internet and the touchscreen functions properly.
 - iii. The Old Smartphone is free from physical damage, except for normal wear and tear (for example, it does not have liquid damage, a cracked or discoloured display or casing, connector damage or faulty or broken SIM card reader).
 - iv. The Old Smartphone is provided with a fully functioning battery.
 - v. The Old Smartphone is not missing any parts or does not have disassembled, customised or non-original parts.
 - vi. All activation and locking features of the Old Smartphone have been disabled (e.g. Find My iPhone or similar features on iOS 7+ devices).
 - vii. The SIM card has been removed from the Old Smartphone.
 - viii. The memory card (if any) has been removed from the Old Smartphone.

12. SUSPENSION, DISCONNECTION OR TERMINATION BY ETISALAT

- (a) Notwithstanding anything else in this Agreement, Etisalat may terminate the Service at any time and for any reason and will provide the Customer a notice thereof.
- (b) In addition, please see Clause 17 of the General T&Cs (Business) for the provisions governing the suspension, disconnection and termination of the Service or the Agreement by Etisalat.

13. TERMINATION BY THE CUSTOMER

- (a) Termination of the subscription to the existing Smartphone Plan will terminate this Service.
- (b) If the Customer wants to terminate the Service, he/she must give Etisalat prior written notice.
- (c) There are no exit charges for termination of the Service but exit charges may apply in relation to the termination of the existing Smartphone Plan (please see applicable service specific terms).
- (d) The Customer is not required to terminate the Service if he/she does not wish to use the option to upgrade the Old Device to a New Smartphone during the instalment period of the Smartphone Plan.

14. CONTACTING ETISALAT

The Customer may contact Etisalat to discuss the Service (including these Service Specific Terms and the General T&Cs (Business)), or any other product or service offered by Etisalat, by using any of the communications channels stated in Clause 34 of the General T&Cs (Business).

Terms and Conditions

Apple DEP

1. INTRODUCTION

These specific terms and conditions ("Service Specific Terms") apply in relation to the provision of the Service by Etisalat to the Customer, in addition to the other constituent parts of the Agreement between Etisalat and the Customer.

2. DEFINITIONS

"Administrators" means employees or contractors (or Service Providers) of the Customer who have been added to the Program for purposes of account management, e.g., administering servers, uploading MDM provisioning settings and adding Devices to the Customer's account, and who have agreed to the Administrator Terms and Conditions.

"Administrator Terms and Conditions" means the agreement that the Customer's Administrators must enter into with Apple to participate in the Program.

"Agreement" means the entire contractual agreement between Etisalat and the Customer in relation to the Service, comprising of those constituent parts listed in Clause 2.1 of the General T&Cs (Business).

"Apple" means Apple Inc., a California corporation with its principal place of business at One Infinite Loop, Cupertino, California 95014, U.S.A.

"Apple Software" means the iOS and OS X operating system software, or any successor versions thereof.

"Authorized Devices" means Apple-branded products that are owned or controlled by the Customer, have been designated for use by Authorized Users (or Service Providers) only, and that are eligible for use in the Program. For avoidance of doubt, devices that are personally owned by an Authorized User (e.g., "byod" devices) are not permitted in the Program and not all devices are eligible to be added to the Program.

"Authorized Users" means employees and contractors (or Service Providers) of the Customer, or other end users who are affiliated with the Customer (e.g., if the Customer is an educational institution, the term "Authorized Users" also includes faculty, staff and students of the Customer's institution, and if the Customer is a hospital, the term "Authorized Users" also includes credentialed physicians, referring physicians and clinicians).

"Customer" or "Institution" means the business entity, company or the institution which purchases or subscribes to the Service via entering into this Agreement. For avoidance of doubt, the Institution is responsible for compliance with this Agreement by its employees, contractors, third-party service providers and agents who are authorized to exercise rights under this Agreement on its behalf.

"DEP Agreement" means the Apple Device Enrollment Program Agreement entered into between Apple and Etisalat for the enrollment of Customer Devices onto the DEP by Etisalat.

"Device" means an Apple branded device offered by Etisalat and purchased by the Customer.

"Device Enrollment Program (DEP)" or "Program" is part of the Apple Deployment Programs (ADP), which help businesses and educational institutions easily deploy and configure iOS and OS X devices. DEP provides a fast, streamlined way to deploy institutionally owned iPad and iPhone devices and Mac computers that are purchased directly from Apple or participating Apple Authorized Resellers or carriers.

"End User License Agreement" or "EULA" means the software license agreement for the Apple Software entered into between Apple and the Customer.

"Etisalat" means Emirates Telecommunications Group Company P.J.S.C.

"General T&Cs (Business)" means Etisalat's General Terms and Conditions for Business Products and Services which are published on Etisalat's website, and are available through the other communications channels referred to in Clause 34 of the General T&Cs (Business).

"End User License Agreement" or "EULA" means the software license agreement for the Apple Software entered into between Apple and the Customer.

"MDM" means mobile device management.

"MDM Enrollment Settings" means settings for a Device that can be configured and managed as part of the Program, including, but not limited to, the initial enrollment flow for a Device, and settings to supervise a Device, make configuration mandatory, or lock an MDM profile.

"MDM Server(s)" means computers owned or controlled by the Customer (or a Service Provider acting on the Customer's behalf) that have been designated to communicate with the Program.

"Service Provider" means a third party who provides a service on the Customer's behalf in accordance with the terms of this Agreement who have been added to the Program as Administrators or Authorized Users.

"Term" means the period described in Section 4.

3. SERVICE DESCRIPTION

The Agreement permits the Customer to participate in the Apple Device Enrollment Program, which allows the Customer to automate enrollment of Devices for Mobile Device Management (MDM) within the Customer's institution and to access Program facilitation tools for such purposes.

4. COMMENCEMENT & DURATION

a) The Agreement is valid and binding on and from the date on which it is submitted to and accepted by Etisalat (the "Effective Date").

b) The term of the Agreement starts on the Effective Date and extends for an initial period of one (1) year. Thereafter, subject to the Customer's compliance with the terms of this Agreement and the EULA, the Term will automatically renew for successive one (1) year terms, unless sooner terminated in accordance with this Agreement.

c) This Agreement does not have any minimum commitment period ("Minimum Term").

5. CUSTOMER OBLIGATIONS & RESTRICTIONS

a) Only existing Etisalat customers can subscribe to the Service. The Customer must have or buy at the time of subscribing to the Service certain eligible Apple branded devices

b) In order to access the Service the Customer must ensure that the Device meets the minimum requirements as set out at <https://help.apple.com/deployment/business/#/tes394e8a23f> or such other online source made available by Apple for this purpose.

6. ETISALAT'S OBLIGATIONS

Etisalat will provide the Service to the Customer based on these Service Specific Terms together with the other constituent parts of the Agreement, and in accordance with the law.

7. PROGRAM REQUIREMENTS/ ELIGIBILITY

7.1 Use of the Program

As a condition to using the Program, Customer acknowledges and agrees that:

(a) Customer is permitted to use the Program only in accordance with all applicable laws and regulations, and the Program use guidelines set forth in the Device Enrollment Program Guide, as modified by Apple from time to time, and which will be made available on <http://www.apple.com/iphone/business/itmanagement.html>.

(b) Customer is not permitted to use the Program (or any part thereof) for any unlawful, inappropriate, or illegal activity.

(c) Customer is permitted to use the Program only to manage Authorized Devices for use by Authorized Users and not for general deployment to third parties, and Customer will be responsible for all use of the Authorized Devices by its Authorized Users.

(d) Customer will obtain all necessary rights and consents from its Authorized Users to deploy its Authorized Devices as permitted hereunder.

(e) Customer may add Administrators to the Program, but only if such individuals are employees or contractors of the Institution or are Service Providers acting on Customer's behalf, and Customer may add such parties only for account management purposes.

(f) Customer is permitted to use the Program only for its own internal information technology purposes and is not permitted to provide a product or service to third parties that integrates with or leverages services or information provided by the Program or uses the Program in any way, unless otherwise agreed by Apple in writing.

(g) The Service shall be available only for Devices purchased through Etisalat.

7.2. NO OTHER PERMITTED USE

Customer agrees not to exploit the Program in any unauthorized way whatsoever, including, but not limited to, misuse or excessive overloading of Etisalat's network capacity. Any attempt to do so is a violation of the rights of Etisalat or Apple and its licensors. All rights not expressly granted in this Agreement are reserved and no other licenses, immunity or rights, express or implied are granted by Apple, by implication, estoppel, or otherwise.

7.3 EULA'S TERM AND CONDITIONS

(a) Customer's authorized representative shall be obliged to accept the EULAs for the Apple Software on the Program web portal prior to deploying Authorized Devices running such Apple Software to Authorized Users.

(b) If the EULAs for the Apple Software have changed, Customer agrees to have its authorized representative return to the Program web portal and accept such EULAs promptly upon notice from Apple in order to continue using the Program. Customer acknowledges and agrees that it will not be able to use the Program, including associating additional Authorized Devices with its MDM Server, until such EULAs have been accepted.

(c) Customer is responsible for ensuring that such EULAs are provided to Authorized Users, and that each Authorized User is aware of and complies with the terms and conditions of the EULAs for the Apple Software.

(d) Customer agrees to be responsible for obtaining any required consents for its Authorized Users' use of the Apple Software, and Customer agrees to monitor and be fully responsible for all such use of the Apple Software by its Authorized Users.

(e) The current Apple Online Services Service Level Agreement can be found at: https://deploy.apple.com/enroll/files/dep_plus_admin_all.pdf or such other online source made available by Apple for this purpose.

7.4 DEVICE TRANSFER

Customer will not resell any Authorized Devices with MDM Enrollment Settings enabled and agrees to remove such Devices from MDM management in the Program web portal prior to reselling them or transferring them to non-Authorized Users in any way.

The Customer can remove any Authorized Devices with MDM Enrollment Settings enabled through the DEP web portal. Etisalat will not be responsible to un-enroll or enroll any Device again (i.e. for the second time) to the DEP in such cases.

7.5 UPDATES; NO SUPPORT OR MAINTENANCE

Apple/Etisalat may extend, enhance, or otherwise modify the Program (or any part thereof) provided hereunder at any time without notice, but Etisalat will not be obligated to provide Customer with any updates to the Program. If Apple makes updates available, the terms of this Agreement will govern such updates, unless the update is accompanied by a separate agreement in which case the terms of that agreement will govern. Should an update be made available, it may have features, services or functionality that are different from those found in the Program. Apple/Etisalat is not obligated to provide any maintenance, technical or other support for the Program.

8. CHARGES, BILLING & PAYMENT

DEP is a free service available from Apple and is offered to Customer by Etisalat free of charge. In future, if there is any cost associated by Apple to DEP, it will be passed on to the Customer after obtaining the customer prior written consent.

9. TERMINATION BY THE CUSTOMER

The Customer may terminate this Agreement for its convenience, effective thirty (30) days after providing Etisalat with written notice of its intent to terminate. Termination of this Agreement does not result in termination of the EULA which shall continue to be effective until or unless terminated by the Customer in accordance with its terms.

10. TERMINATION BY ETISALAT

a) Etisalat may terminate this Agreement for its convenience, for any reason or no reason, effective thirty (30) days after providing the Customer with written notice of its intent to terminate.

b) If the Customer fails, or Etisalat suspects that the Customer has failed, to comply with any of the provisions of this Agreement, Etisalat, at its sole discretion, without notice to the Customer may: (i) terminate this Agreement and/or the Customer's Service account; and/or (ii) preclude access to the Program (or any part thereof).

c) Etisalat reserves the right to modify, suspend, or discontinue the Service (or any part thereof) at any time without notice to the Customer, and Etisalat will not be liable to the Customer or to any third party should it exercise such rights.

11. CUSTOMER REPRESENTATIONS AND WARRANTIES

Customer represents and warrants that:

a) Customer's authorized representative or agent has the right and authority to enter into this Agreement on its behalf and to legally bind the Customer to the terms and obligations of this Agreement.

b) All information provided by the Customer to Etisalat in connection with this Agreement will be current, true, accurate, supportable and complete; and, with regard to information Customer provides to Etisalat, the Customer will promptly notify Etisalat of any changes to such information.

c) Customer will monitor and be responsible for its authorized representatives and Administrators' use of the Program and their compliance with the terms of DEP Agreement; and

d) Customer will be solely responsible for all costs, expenses, losses and liabilities incurred, and activities undertaken by Customer, its authorized representatives, Administrators, Service Providers, Authorized Users and Authorized Devices, in connection with the Program.

10. LIMITATION OF LIABILITY

For avoidance of doubt and notwithstanding anything in this Agreement to the contrary, Customer acknowledges and agrees that Etisalat does not operate or control in any way whatsoever:

a) Apple Deployment Programs;

b) Apple Device Enrollment Program, including but not limited to Devices authorization or verification by order numbers or Devices serial numbers; and

c) Apple Mobile Device Management Program, including but not limited to Devices authorization or verification by order numbers or Devices serial numbers.

Consequently, Etisalat does not have any liability or responsibility in this regard toward the Customer, and Customer will be solely responsible for all costs, expenses, losses and liabilities incurred, and activities undertaken by Customer, its authorized representatives, Administrators, Service Providers, Authorized Users and Authorized Devices, in connection with the Apple Deployment Programs, Apple Device Enrollment Program, and Apple Mobile Device Management Program and will indemnify and hold harmless Etisalat from all third party claims in this regard.

11. CONSENT TO COLLECTION AND USE OF DATA

Subject to Limitation of Liability, Customer acknowledges and agrees that Etisalat and/or Apple may collect, maintain, process and use diagnostics technical usage and related information including but not restricted to unique system or hardware identifiers, information about Customer's use of services, computer, devices, system and application software and other software and peripheral that are gathered periodically to:

a) facilitate the provision of services to Institution by Apple;

b) to provide, test and improve Apple products and services, to facilitate the provision of software or software updates, product support and other Apple services to Institution;

c) To enable Apple's partners and third party developers to improve their software, hardware and services designed for use with the services and/or with Apple products or services.

Customer acknowledges and agrees that:

d) Apple may also provide any such partner or third party developer with a subset of diagnostic information that is relevant to that partner's or developer's software, hardware and/or services, as long as the diagnostic information is in a form that does not personally identify the Customer; and

e) Customer data collected in the course of provision of and/ or in connection with the Service will be treated in accordance with the terms of the Etisalat's privacy policy, which are incorporated by reference into this Agreement and which can be viewed at: www.etisalat.ae/en/generic/privacy-policy.

In the event Customer desires to withdraw the consent herein above, Customer should notify such intention in writing to Apple and to Etisalat and Etisalat shall thereafter cease to share the Customer data with Apple and to collect the same.

The Customer acknowledges and agrees that following receipt of such notification Etisalat and/ or Apple may cease the provision of the Service enabled by the collection and share of Customer data.

Data collected by Apple pursuant to this section will be treated in accordance with Apple's Privacy Policy, which is incorporated by reference into this Agreement and which can be viewed at: <http://www.apple.com/legal/privacy>.

12. CONTACTING ETISALAT

The Customer may contact Etisalat to discuss the Service (including these Service Specific Terms and the General T&Cs (Business)), or any other product or service offered by Etisalat, by using any of the communications (channels stated in Clause 34 of the General T&Cs (Business)).

¹As can currently be accessed at <https://school.apple.com>, <https://business.apple.com> or <https://deploy.apple.com> as may be amended by Apple from time to time.