

BRING YOUR OWN DEVICE AGREEMENT

THIS BRING YOUR OWN DEVICE AGREEMENT (“AGREEMENT”) IS ENTERED INTO BETWEEN THE UNDERSIGNED EMPLOYEE (“EMPLOYEE”) AND THE STATE OF OKLAHOMA OFFICE OF MANAGEMENT AND ENTERPRISE SERVICES, INFORMATION SERVICES DIVISION (“OMES – ISD”), EFFECTIVE THE DATE THIS AGREEMENT IS EXECUTED BY OMES - ISD. THE PARTIES AGREE AS FOLLOWS:

INTRODUCTION

The use of a smart device owned by the Employee in connection with State of Oklahoma (“State”) business is a privilege granted to the Employee by the approval of management of the agency for which the Employee works and OMES – ISD. The State reserves the right to revoke the privilege granted herein if the Employee does not abide by the terms set forth below. The policies referenced herein apply to all State entities and are aimed to protect the integrity of data belonging to the State and ensure the data remains secure.

When used in this Agreement, a “smart device” is defined as a personal computing device that connects directly to the State network services including but not limited to email and calendar services. This definition includes, without limitation, smart phones, PDAs, and tablets.

ELIGIBILITY

The State reserves the right, without prior notice to the Employee, to disable or disconnect some or all services related to connection of a personal smart device to the State network. The following criteria will be considered, initially and on a continuing basis, to determine if the Employee is eligible to connect a personal smart device to the State network:

- Sensitivity of data the Employee can access;
- Legislation or regulations prohibiting or limiting the use of a personal smart device for State business;
- The personal smart device must be listed on the OMES – ISD supported device list;
- The Employee’s adherence to the terms of this Agreement and the Acceptable Use Policies (hereafter defined); and
- Technical limitations and other eligibility criteria deemed relevant by OMES – ISD.

REIMBURSEMENT CONSIDERATIONS

The Employee is personally liable for the smart device and carrier service costs and is not eligible for expense reimbursement for hardware or carrier services. Accordingly, the State will NOT reimburse the Employee for any loss, cost or expense associated with the use or connection of a personal smart device to the State network, including but not limited to:

- Expenses for voice minutes used to perform state business;
- Data charges related to the use of state data services;
- Expenses related to text or other messaging;

- Cost of handheld devices, components, parts, or data plans;
- Cost of replacement handheld devices in case of malfunction whether or not the malfunction was caused by using applications or services sponsored or provided by the State;
- Loss related to unavailability of, disconnection from or disabling the connection of a smart device to the State network; and
- Loss resulting from compliance with this Agreement or applicable State laws, rules or policies

SECURITY CONSIDERATIONS

Compliance by the Employee with the **State Of Oklahoma Information Security Policy, Procedures, Guidelines - Mobile Computing Devices: Acceptable Use Policy and the State Of Oklahoma Information Security Policy, Procedures, Guidelines – Removable Media: Acceptable Use Policy** (“Acceptable Use Policies”) are a prerequisite to and continuing condition of the Employee’s privilege to connect a personal smart device to the State network Good for Enterprise (“GFE”) servers. The level of application of the Acceptable Use Policies will depend on the smart device limitations.

Additional considerations to the Acceptable Use Policies include but are not limited to:

- The global password for a Mobile Computing Device that is also a Removable Media Device will consist of a minimum of four (4) characters.
- The Employee is responsible to ascertain if, in the event of a remote wipe, the personal smart device allows only the State data to be erased or if personal data is vulnerable. The State recommends that the Employee take additional security precautions and the State will not be responsible for loss of personal data in any event.

ACCEPTABLE USE

The Employee will use the personal smart device in an ethical manner and will not use the personal smart device in a way not designed or intended by the manufacturer including “jailbreaking” or any other use that could circumvent any controls that separate State data from personal information.

The Employee will inform OMES – ISD, pursuant to the Acceptable Use Policies, within 48 hours if the personal smart device is lost, stolen, destroyed, upgraded, or a change of ownership has occurred.

Use of the personal smart device to remove sensitive information from State networks, attack State assets or circumvent current security settings and policies or violation of the Acceptable Use Policies or any other applicable State policy related to the subject matter of this Agreement will result in a wipe of the GFE secure partition or the entire smart device. In addition, such use or violation is cause for immediate termination, without notice to the Employee, of this Agreement by the State and could subject the Employee to disciplinary action, termination, and legal action.

SUPPORT EXPECTATIONS

OMES - ISD will offer the following limited support for the personal smart device:

1. Connectivity to OMES - ISD Exchange servers including email and calendar and

2. Security services including policy management, password management and remote wiping in case of loss, theft, device failure, device upgrade or change of ownership.

OMES – ISD is not responsible to the Employee for network or system outages that result in a failure of connectivity to the State network.

The level of support for the Employee’s smart device offered by GTE, if any, is set forth at <http://www.good.com/support/devices-supported.php>.

RELEASE OF LIABILITY AND DISCLAIMER

The Employee’s use of the personal smart device as contemplated herein carries specific risks for which the Employee assumes full liability including, but not limited to, an outage or crash of any or all of the State network, programming and other errors, bugs, viruses, and other software or hardware failures resulting in the partial or complete loss of data or which render the smart device inoperable.

The State expressly disclaims, and the Employee releases the State from, all liability for any loss, cost or expense of any nature whatsoever sustained by the Employee in connection with the privilege afforded the Employee under the terms of this Agreement and the State expressly reserves the right to wipe the smart device as set forth in the Acceptable Use Policies or herein.

MISCELLANEOUS PROVISIONS

There are no third party beneficiaries of this Agreement and this Agreement may not be amended except by a writing signed by the Employee, management of OMES – ISD and management of the State agency for which the Employee works. Paragraph headings are intended for descriptive purposes only and are not intended to infer additional meaning to the terms set forth herein.

[Employee]

Date

[Agency Management]

Date

[OMES - ISD Management]

Date