



1. Interpretation

1.1 The Connected Vehicle Solution (referred to in these Solution Terms as "**Connected Vehicle**" or the "**Solution**") is provided in accordance with the Customer's Agreement with EE.

1.2	Solution Description	The Connected Vehicle Solution Description forms part of these Solution Terms.
1.3	Statement of Requirements	The parties must agree the Connected Vehicle Statement of Requirements prior to provision of this Solution by EE. This forms part of these Solution Terms.

2. Definitions

The definitions set out in the General Terms and Conditions for Business Customers apply to this Solution except where amended below or in the Solution Description.

2.1	Customer Vehicle	means the vehicle registered to the Customer details of which will be captured in the Statement of Requirements or the Connected Business Order Form.
2.1	Minimum Term	means as defined in clause 7.1 below.
2.3	Connected Vehicle Equipment	Means a business grade 4G WIFI router, antenna and cabling and any other ancillary equipment as specified in the Statement of Requirements.

3. Connected Vehicle – the Solution

3.1	Service/Equipment	Subject to the terms of the customer's Agreement with EE (including these Solution Terms) EE will: <ul style="list-style-type: none"> (a) install, maintain and support the Connected Vehicle Equipment; (b) provide the Customer with access to a helpdesk 24/7 365 days of the year; (c) hold and deploy additional Connected Vehicle Equipment; (d) remotely monitor the Connected Vehicle Equipment and report on any performance issues; and (e) provide Customer access to an online portal.
3.2	Risk and Title	All risks in the Connected Vehicle Equipment pass to the Customer on delivery. Title and property in Connected Vehicle Equipment shall remain vested in EE or the appropriate third party and the Customer is hereby granted a licence to use any Connected Vehicle Equipment only for accessing the Services during the term of this Agreement.
3.3	Warranty	If the Connected Vehicle Equipment is found to be faulty during normal use EE will either repair or replace the Connected Vehicle Equipment free of charge in accordance with the manufacturer's warranty. This warranty is subject to EE's inspection of the Connected Vehicle Equipment, and is only valid if the Connected Vehicle Equipment has been used in accordance with the instructions provided by EE and/or the manufacturer and has not been modified, previously repaired (except by a repairer approved by EE) or misused. If the faulty equipment is out of the manufacturer's warranty but the Connected Vehicle Solution is still within its Minimum Term EE will replace the Connected Vehicle Equipment but may charge for this service.

4. Charges

4.1	Vehicle set-up Charge	There will be a one off charge per Customer Vehicle based on the Customer's requirements. Vehicle Set Up Charges will be invoiced for on completion of each vehicle set-up.
4.2	Monthly Equipment and Service Charge	Monthly Charges will be invoiced monthly in advance and shall commence from the point the Router is activated on each Customer Vehicle.
4.3	No Contribution to Minimum Spend	The Vehicle Set Up Charges and Monthly Charges for this Solution will not contribute towards the Customer's Minimum Spend obligation unless stated otherwise in the Customer's Agreement.



4.4	Additional charges	Additional charges may be apply as set out in the Solution Description, these charges will be added to the monthly invoice.
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5. Customer Obligations

5.1	Customer obligations	<p>The Customer shall:</p> <ul style="list-style-type: none"> (a) allow EE to to install, operate, maintain, repair, renew, upgrade, add, alter, remove and replace the Connected Vehicle Equipment on the Customer Vehicle; (b) at its own expense provide a power supply to each item of the Connected Vehicle equipment needing power, in accordance with specifications prescribed by EE from time to time. (c) not interfere with or move the Connected Vehicle Equipment; (d) take all reasonable steps to protect the Connected Vehicle Equipment from loss, theft or damage ;and (e) ensure that a representative is on Customer Vehicle during any installation or decommission to provide sign off.
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6. Term and Termination

6.1	Minimum Term	A Minimum Term applies to this Solution as set out in the Commercial Terms or applicable Contract Change Note. The Minimum Term is per Customer Vehicle and commences upon completion of installation at that Vehicle.
6.2	Termination	Subject to clause 6.3 the Customer can terminate the Solution by giving EE 30 days written notice.
6.3	Termination Charges	Customer shall pay EE the following Termination Charges (excluding VAT and on which VAT is not applicable) in accordance with the Agreement upon early termination of this Solution: Monthly Equipment and Service Charge x number of months remaining in the Minimum Term for each Customer Vehicle) – 5%.

7. Technical Support

7.1	Target Response Time (TRT)	EE will use reasonable endeavors to rectify faults within the TRT specified in the Service Level Agreement set out in the Solution Description. TRT will be suspended while EE is awaiting the Customer's response or action, or that of a Customer supplier. EE will keep the Customer informed of any changes to the fault response timescales and TRT ends when EE reports the Services are fully restored.
7.2	Contact details	Contact details for the Customer's First Line Support are set out in the Rapid Site Solution Description.

8. Confidentiality and Data Protection

8.1	Confidentiality and Data Protection	Clauses 25 and 26 of the Agreement apply to the Connected Vehicle Solution.
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9. General Terms

9.1	Restrictions	Insurance propositions sold by or provided on behalf of EE, as described at www.ee.co.uk/business/terms , do not apply to this Solution.
9.2	Liability	As with any automated service, the Solution may malfunction due to factors beyond the reasonable control of EE or its third party suppliers (including without limitation due to a fault, delay or disruption in the telecommunications equipment or network availability, mis-use or malfunction of equipment or services) and EE shall have no liability to the Customer in these circumstances.