

Solution Terms for Data VPN (formerly known as Data VPN from Orange)



1. Interpretation

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

1.2	Solution Description	The Data VPN Solution Description forms part of these Solution Terms.
1.3	Statement of Requirements	The parties must agree the Data VPN Statement of Requirements prior to provision of the Solution by EE. This document forms part of these Solution Terms.

2. Definitions

Additional expressions used in these Solution Terms are defined in the Solution Description.

Additional Feature	Optional services provided by EE extending part of the Service not explicitly provided as part of a Data VPN 'Base' System, including but not limited to, Disaster Recovery, Multi-site VPN, Unmanaged VPN provided by EE.
Access Point Name (APN)	A set of rules which EE provisions within its Network determining how a customer's mobile data traffic should be handled. The APN will be the Customer's name (or agreed abbreviation) usually followed by .co.uk, .gov.uk etc. It will have a maximum of 20 characters.
Digital Distribution Frame (DDF)	Equipment or Customer Equipment on the Customer premises which may be used to physically connect the cable(s) from the NTE with those from the Installed Equipment.
EE Network Termination Point	Physical point at Customer premises where responsibility and liability for support and maintenance of Leased Line passes from EE to Customer, i.e. where NTE and/or Installed Equipment meets Customer's Voice and/or Data SCP.
EE Switch Site	Switch site designated by EE for connection to Customer premises via Leased Line.
Equipment Room	A secure physical environment that complies with the requirements in the Solution Description where EE can install and maintain the Installed Equipment (and any other reasonable requirements EE may advise of from time to time).
Generic Routing Encapsulation (GRE)	GRE is a simple IP packet encapsulation protocol defined by RFC 2784 of the Request for Comment repository maintained by the Internet Engineering Task Force (IETF).
Leased Line	A point to point transmission link which delivers a fixed, symmetric bandwidth between its two end points. Each end of the leased line terminates on NTE, which supports one or more standard interfaces to which a User may connect. Title to the leased line does not pass to the Customer or the User, but instead remains with the wholesale supplier.
Network Terminating Equipment (NTE)	The equipment which is attached to each end of a Leased Line, and which converts the bi-directional stream of information, as presented on a standard interface by the User, into the physical format necessary for transmission over the physical medium to the other end of the Leased Line
Private Branch Exchange (PBX)	Customer's internal telecommunication equipment.
Service Connection Point (SCP)	Customer's LAN equipment (Data SCP) and/or PBX (Voice SCP) connecting to the EE Network Termination Point to enable provision of Solution to Customer premises.
Solution Configuration	The Service option chosen for Data VPN by the Customer as set out in the Initial Order or applicable Contract Change Note.
Standard Support	Standard Support Service for Large Business Customers the terms and conditions for which are set out in the EE Large Business Price Guide available on request from EE or at www.ee.co.uk/business/terms .
Virtual Routing and Forwarding Function (VRF)	Virtual Routing and Forwarding is a technology that allows multiple instances of a routing table to co-exist within the same router at the same time.

3. Data VPN – the Solution

3.1	Service	A technical description of the Solution Configuration the Customer has ordered from EE is set out in the Solution Description.	
3.2	Installed Equipment	The Equipment supplied under this Solution is Installed Equipment as defined in the Agreement.	
3.3	Solution Requirements	The following items are needed for the Customer to receive the Solution:	
		Customer to purchase from EE:	Leased Line (where the Solution Configuration chosen by the Customer involves a Leased Line)
		Customer to supply and maintain at its own cost	a. dedicated PSTN dial-in connection which shall

Solution Terms for Data VPN (formerly known as Data VPN from Orange)



		for the duration of the Service:	connect to the Installed Equipment for EE's exclusive use at time of installation; and b. an Internet Connection where the Solution Configuration is connected to the Network via the internet.
3.4	Solution Configurations	These additional terms in clause 3.4 apply to the extent relevant to the Solution Configuration taken:	
	Option D (Data VPN with Disaster Recovery)	EE will provide two free of charge system tests per year for the disaster recovery system on the Customer's request. Customer must utilise at least one of these tests for the SLA in respect of Disaster Recovery Service to remain valid. Customer may purchase additional system tests up to a maximum of one per month and current EE Charges prevailing from time to time will apply.	
	Option E (Data VPN with Customer's own Router Systems)	Customer must: a. provide EE with a Public IP address for the port which will be the EE Network Termination Point for the IPsec tunnel; b. configure IPsec on the port on the Installed Equipment that connects to EE, using the parameters supplied by EE; c. create a separate VRF for each individual GRE tunnel; and d. use a router that supports RIPv2 on the port which connects to EE, and allow the exchange of routes between EE and the Customer. Each GRE tunnel must be supported with the ability to assign a tunnel ID to each GRE tunnel. EE will only support GRE tunnels up to the limit specified in the Solution Description for Data VPN. SLA for 'Data VPN with Your Own Router' does not cover failures in the Installed Equipment router, ISP connection or the internet itself.	
3.5	Additional Features	These additional terms in clause 3.5 apply to the extent relevant to the Additional Feature taken:	
	Static IP	Each instance of Static IP feature is applied to a single Private APN. An additional Static IP product must be purchased for each additional APN for which Customer requires Static IP addressing. If required, several Static IP products can be applied to the same Private APN. Customer is authorised to apply Static IP addressing up to the maximum number specified in the Solution Configuration purchased (i.e. 100, 500, 3000, 12000 MSISDNs). If the number of active MSISDNs with Static IP addresses exceeds the below percentages of the allowed total for that Private APN then the following will apply: a. 90%: EE will issue an email alert to the Customer advising additional recommended Static IP product(s); b. 110%: EE will issue a further email to the Customer, advising an addition Static IP product has been applied to its MSISDN. This product will be equal in size to the largest Static IP product currently applied to this MSISDN. Customer is responsible at its own cost for providing information linking each MSISDN to a single Static IP address, and required authentication credentials.	
	Second level authentication	The Solution Configuration can be applied to a single Private APN, meaning an additional second level authentication product must be bought for each further APN set up for Static IP addressing of Devices. Customer is responsible at its own cost for providing required authentication credentials for each MSISDN.	
	Customer portal	Customer is responsible for ensuring accuracy of changes made to Static IP and second level authentication information via Customer portal. The Customer must ensure that the RSA token provided to control access to the Customer's own Static IP/second level authentication information, is kept secure at all times. Any potential compromise to this token must be reported to EE immediately in writing. EE cannot be held responsible for any malicious changes to the Customer's own Static IP/second level authentication information made by an unauthorised party.	
	Upgrade of existing MVPN/OLVD2 Installed Equipment to latest Data VPN software level	All Data VPN standard features ordered by the Customer which can be physically delivered by the Customer's existing OLVD2/MVPN Installed Equipment router hardware will be delivered via a software upgrade and will be available free of charge post-upgrade (e.g. NAT traversal feature). Any 'Additional Feature' in the Solution Description will be chargeable for the upgraded Installed Equipment router, in exactly the same manner as it would be chargeable when delivered on a brand new standard Data VPN Installed Equipment router (e.g. Static IP addressing, Single Installed Equipment router resilience).	

4. Customer Obligations

4.1	Customer obligations	The Customer shall (and shall procure that its Users shall): a. provide an Equipment Room for mounting the Installed Equipment; b. not access Installed Equipment settings, configuration or output information in any way other than to assist with installation and implementation without prior written consent from EE;
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Solution Terms for Data VPN (formerly known as Data VPN from Orange)



		<p>c. provide EE with exclusive use of and remote access to Installed Equipment and (where requested) NTE and DDF. This includes: PSTN line (as required for installation) and Leased Line connection from Installed Equipment router to EE;</p> <p>d. inform EE of any intention to modify or upgrade the SCPs or any associated software or configuration in order for EE to consider potential compatibility issues. EE may ask for testing of product functionality following any software changes;</p> <p>e. provide (at its cost) a dedicated PSTN dial-in connection to connect to the Installed Equipment for the duration of the installation operation;</p> <p>f. ensure at its cost that the Customer Equipment is installed, correctly configured and programmed to use the Solution;</p> <p>g. after installation, at all times maintain access arrangements that will allow EE to remotely login into the CPE. The allowed access arrangements are:</p> <ol style="list-style-type: none"> i. PSTN line i.e. as per that which is required for installation; ii. ISP connection from the CPE router to the Internet; and iii. Leased Line connection (as supplied by EE) from the CPE router to EE. <p>For the duration of the time for which the Customer fails to provide EE with at least one of the above means of access to the CPE router (i.e. no access path whatsoever available), any SLA agreed with the Customer for the OLVD3 service is null and void.</p> <p>h. connect, configure and maintain at its cost the link between the EE Network Termination Point and the SCPs.</p> <p>The Customer shall nominate suitable member(s) of staff to act as Customer Representative(s) as detailed in the Statement of Requirements or otherwise notified to EE in writing who have the authority to contractually bind the Customer on matters relating to this Solution.</p>
4.2	Configuration Spreadsheet	The Customer may be required to assist EE in the completion of a configuration spreadsheet for this Solution. This spreadsheet does not form part of the Customer's Agreement with EE.

5. Term and Termination

5.1	Termination	<p>On termination or expiry of the Agreement or this Solution:</p> <ol style="list-style-type: none"> a. EE will disconnect the Leased Line, Installed Equipment, any Additional Features and the Solution; b. Customer must immediately disconnect SCPs from EE Network Termination Point; and c. Customer shall pay the Termination Charges specified in these Solution Terms as applicable.
5.2	Termination Charges	<p>Customer shall pay EE the following Termination Charges in accordance with the Agreement upon early termination of this Solution:</p> <p>Installed Equipment Removal Fee: £650</p> <p>Subscription Charges x number of months remaining in the Minimum Connection Period for the Solution.</p>

6. Technical Support

6.1	Eligibility for Support	This section 6 only applies where the Customer is eligible for Standard Support. If the Customer meets the eligibility criteria set out in the Standard Support Solution Terms, Standard Support applies to this Solution in addition to or as amended by the terms below or in the Solution Description.
6.2	Fault notification	Customer's IT helpdesk or technical point of contact to notify EE by telephone as soon as possible if a partial or total loss of service occurs and to provide written notification / further information / further assistance as reasonably required. EE will provide a 24 hours x 365 day fault notification system through a single point of contact and will retain ownership of faults until resolved to the reasonable satisfaction of EE.
6.3	Fault acceptance	Fault response times commence from the time a fault has been properly notified to EE by the Customer and EE has identified the source of the fault (Incident Acceptance). EE will use reasonable endeavours to provide acceptance of the incident within 2 hours of notification of the fault by the Customer.
6.4	Times to Restore Service (TTRS)	See the Solution Description for details of the SLAs offered by EE in conjunction with the Data VPN Service. EE will use reasonable endeavours to rectify faults within TTRS specified in Solution Description. TTRS will be suspended whilst 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 TTRS ends when EE reports the system is fully restored. TTRS times are used to provide the Service System Availability calculations annually (a percentage of total up time annually).
6.5	Contact details	Contact details for the Customer's First Line Support (as described in the Standard Support Solution Description) shall be set out in the Data VPN Statement of Requirements and changes shall be promptly notified to EE in writing. Contact details for EE are set out in the Standard Support Solution Description.

Solution Terms for Data VPN (formerly known as Data VPN from Orange)



7. Charges

7.1	Upfront payments	EE shall invoice any Subscription Charges that are identified in this Agreement as payable as a single advance payment on or as soon as practicable following the date of last signature and Customer shall pay these in accordance with the Agreement. At the end of the Minimum Connection Period to which such advance payment relates, Customer shall pay the applicable Subscription Charges on a monthly basis, in accordance with the Agreement.
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8. Solution Restrictions

8.1	Restrictions	<ol style="list-style-type: none">Insurance propositions sold by or provided on behalf of EE, as described at www.ee.co.uk/businesseterms, do not apply to this Solution.EE reserves the right to charge for additional site visits, if incomplete or inaccurate information provided by the Customer in the Statement of Requirements is the cause of an installation not being completed within the allotted time.
8.2	Emergency Calls	Emergency services cannot be accessed using the Service and EE accepts no responsibility whatsoever for the handling of emergency calls. In the event that the emergency services number (112 or 999) is dialed with the IA Code, a recorded message will be played directing the user to re-dial without dialing the IA Code.
8.3	Data limits when roaming	If the Customer has a 4G Data VPN solution, the Customer acknowledges that it has opted out of receiving warning messages which notify an end-user that he/she is nearing or has reached his/her €50 data roaming limit when Roaming outside of the United Kingdom or in the Isle of Man or Channel Islands.