



1. Interpretation

1.1	Customer's Agreement with EE	The Mobile Voice Recording Compliance Solution (referred to in these Solution Terms as " MVR Compliance " or the " Solution ") is provided in accordance with the Customer's Agreement with EE.
1.2	Solution Description	The MVR Compliance Solution Description forms part of these Solution Terms.
1.3	Statement of Requirements	The parties must agree the MVR Compliance Statement of Requirements prior to provision of this Solution by EE. This forms part of these Solution Terms.
1.4	Eligibility	This Solution is available to both FCA and non-FCA regulated Corporate customers – see clause 9.2 below.

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 MVR Compliance Solution Description.

2.1	Admin User	An authorised user of the MVR Compliance Web Portal who has access to the recordings made by some or all of the Users, and who manages the MVR Compliance Solution on behalf of the Customer.
2.2	Cloud Storage Period	Otherwise known as the 'Retention Period', this is the length of time for which each recording is stored. The default Cloud Storage Period is 5 years for each recording, from the date the recording is made.
2.3	Extended Cloud Storage Period	The extended period for which EE agrees to store a particular MVR Compliance User's MVR Compliance recordings on the Cloud Storage Platform in addition to the Cloud Storage Period if agreed by the parties in the Commercial Terms or Contract Change Note.
2.4	Cloud Storage Platform	The software as a service provided by EE for storing the MVR Compliance Data.
2.5	MVR Compliance User	The Customer employee or contractor that has his/her incoming and outgoing calls/SMSs recorded by the Solution. Where the context is clear, an MVR Compliance User is usually referred to as just, a 'User'
2.6	MVR Compliance User Licence	A licence for the Customer to use the Solution on a MVR Compliance User Connection.
2.7	MVR Compliance Data	The data (including Personal Data) that is recorded by the Solution, which is stored on the Cloud Storage Platform and is accessible by the Customer via the Web Portal. This data will comprise phone calls, SMSs and Meta Data.
2.8	Retention Period	This is the combination of the default Cloud Storage Period and, if applicable, any additional Extended Cloud Storage Period for each recording made by the MVR Compliance solution
2.9	SFDC	The software as a service platform service at www.salesforce.com .
2.10	SFDC Integration Licence	A licence to use the EE service that automatically populates links to MVR Compliance Data into a User's instance of SFDC and which can thereafter be accessed directly by the MVR Compliance User from the call activity record within SFDC.
2.11	Business Class Service for Large Business Customers	The Business Class 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 .
2.12	Telecommunications Data	The data generated by EE incidentally and/or that needs to be retained by EE for regulatory and operational reasons during the performance of the Services, including (but not limited to) call data records, traffic data records, location data and usage data.



2.13	Third Party	The third party individual who makes a call to, or receives a call from the MVR Compliance User which is recorded by the Solution.
2.14	Web Portal	The website portal for accessing the MVR Compliance Data and as described in the Solution Description which is accessible through the Website.
2.15	Website	www.ee.co.uk/mvr or such other URL as EE may notify to the Customer from time to time.

3. MVR Compliance – the Solution

3.1	Solution Requirements	One MVR Compliance User Licence per Connection	The Customer is required to purchase, one MVR Compliance User Licence per Connection on which the Customer requires the Solution.
		Airtime and SIM Cards	The Customer must have EE corporate customer SIM Cards installed on MVR Compliance User Devices and an Agreement with EE which includes airtime for the MVR Compliance User Connections that need access to the Solution.
		Internet access and Electricity	The Customer shall provide at its own cost appropriate electricity supply and Internet access with suitable security measures in place to access the Website and for the Web Portal User to log onto the Web Portal to access and manage the Solution, where web access is required.
		SFDC Subscription Agreement	If a SFDC Integration Licence has been purchased by the Customer as set out in the Commercial Terms or Contract Change Note, the Customer must have an appropriate subscription agreement with the SFDC company contracting to provide the SFDC service (which may vary depending on the Customer's jurisdiction) in order to integrate the Solution with the SFDC cloud storage solution.
		Devices	Customer is not required to purchase any new devices. The Solution can be configured onto any new or existing mobile handset from EE (subject to the restrictions set out in these Solution Terms).
3.2	Service	EE will: <ul style="list-style-type: none"> a. use reasonable endeavours to activate call recording and SMS capture on the Customers' SIM Cards for MVR Compliance Users as soon as possible following EE's acceptance of the Commercial Terms or Contract Change Note, as applicable On activation of call recording by EE, MVR Compliance Users' calls will be recorded automatically; b. store MVR Compliance Data on a secure Cloud Storage Platform for the Retention Period. On expiry of the Retention Period the Customer Data on the Cloud Storage Platform will be deleted; c. use reasonable endeavours to make the Web Portal available 24 hours a day, seven days a week, except for: (i) planned maintenance carried out during normal business hours in the UK; and (ii) unscheduled emergency maintenance performed outside normal business hours; d. ensure that the Cloud Storage Platform is protected by appropriate security measures in accordance with good industry practice to ensure the security and confidentiality of MVR Compliance Data. 	
3.3	Rights and Consents	EE grants the Customer a non-exclusive, non-sub-licensable, non-transferable, revocable licence: <ul style="list-style-type: none"> a. to use the Solution on each MVR Compliance User Connection for which the Customer has purchased an MVR Compliance User Licence; and b. for a single Web Portal User to access and use the Web Portal for the Retention Period. The Web Portal User may: <ul style="list-style-type: none"> a. access the MVR Compliance Data from the Web Portal; b. download the MVR Compliance Data from the Web Portal to store the data on the Customer's own premises or equipment and/or in a separate and independent cloud based storage solution that the Customer has purchased; and c. configure the Solution via the Web Portal as described in the Solution Description. 	
3.4	Web Portal	Access to the Website and Web Portal is subject to such terms and conditions as may be notified to the Customer on the Website and/or Web Portal from time to time.	
3.5	SFDC Integration	If the Customer purchases a SFDC Integration Licence for a MVR Compliance User as set out in the Commercial Terms or Contract Change Note then: <ul style="list-style-type: none"> a. EE grants the Customer a non-exclusive, non-sublicensable, non-transferable, revocable licence to use the EE Software solely for the purposes of integration of the Cloud Storage Platform with SFDC; 	



		<ul style="list-style-type: none"> b. the integration of the Solution and SFDC will be completed by EE or its Sub-contractor. EE or its Sub-contractor will contact the Customer to configure the service manually either remotely or on-site at a time agreed between the parties as soon as reasonably practicable after agreement of the Commercial Terms or Contract Change Note for this Solution. Time is not of the essence in respect of any timetable agreed between the parties; c. once the service is configured and operational, the relevant MVR Compliance User mobile voice recordings will be stored on the MVR Compliance Cloud Platform and will be available to the User via SFDC as well as via the Web Portal. The Customer warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the integration of the Cloud Storage Platform with SFDC; d. The SFDC Integration License Charges will start to apply once the Solution and SFDC integration is configured and operational.
3.6	Ownership of MVR Compliance Data	Except for Telecommunications Data which shall be owned by EE in accordance with clause 23.2 of the General Terms and Conditions for Business Customers, the Customer shall own all right, title and interest in and to all of the MVR Compliance Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the MVR Compliance Data.
3.7	OWE and Freedom compatibility	<p>This Solution is not compatible with the following EE products:</p> <ul style="list-style-type: none"> • EE Freedom Solutions • Mobile Voice VPN (formerly known as Orange Wirefree Extension (OWE)) • Wi-Fi Calling • Voice over LTE (also known as 4G voice)

4. Charges

4.1	Per Connection Charges	The MVR Compliance User Subscription Charges are per MVR Compliance User Connection irrespective of usage.
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5. Customer Obligations

5.1	Customer obligations	<p>The Customer shall (and shall procure that its MVR Compliance Users and Web Portal Users shall):</p> <ul style="list-style-type: none"> a. comply with the Customer obligations set out in the Solution Description; b. distribute information to MVR Compliance Users and the Web Portal User about the Solution and how it operates; c. set a password for the Web Portal User to access the Web Portal (this will initially be provided by EE or its supplier); and a. ensure the Web Portal User details are deleted and/or passwords changed when they are no longer authorised to access the Web Portal. <p>The Customer shall appoint a Customer Representative in relation to the Solution and shall notify such Customer Representative to EE in writing on or before the Service Commencement Date. Changes shall be promptly notified to EE in writing.</p>
5.2	Indemnity	<p>The Customer shall indemnify and keep EE indemnified against all costs, losses, expenses (including without limitation legal expenses), damages, liabilities, demands ("Losses") incurred or suffered by EE arising out of:</p> <ul style="list-style-type: none"> a. any action or claim or proceedings brought against EE by the government, OFCOM, the Information Commissioner or any other competent regulatory authority; or b. any claim by a third party or by someone acting on the third party's behalf in connection with an infringement or alleged infringement of that party's rights, <p>as a result of any breach by the Customer (or its employees, subcontractors or agents) of the Solution (except to the extent such Losses arise by reason of any act or omission of EE, its employees, agents or Sub-contractors) or as a result of the Customer's failure to comply with its obligations under this Agreement, provided always that EE shall take reasonable steps to mitigate any such Losses.</p>

6. Term and Termination

6.1	Transfer of the Solution	The transfer of the Solution from one MVR Compliance User Device to another MVR Compliance User Device is not permitted without EE's prior written consent which may be subject to the payment of an additional charge.
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6.2	Minimum Connection Period	A Minimum Connection Period applies to this Solution as set out in the Commercial Terms or applicable Contract Change Note.
6.3	Automatic Termination	Each relevant MVR Compliance User Licence shall automatically terminate on termination or disconnection of any associated airtime Connection.
6.4	Consequences of Termination	On termination of this Solution, the Customer's Admin Users may continue to access to the Web Portal to review previously recorded MVR Compliance Data until expiry of the Retention Period of the record in question. After the end of the Retention Period, the recording will be automatically purged. However, up till the end of the Retention Period, the Customer will be able to download the MVR Compliance Data from the Web Portal to store the data on a separate medium of his choice.
6.5	Termination Charges	Customer shall pay EE the following Termination Charges in accordance with the Agreement: a. upon early termination of this Solution: Subscription Charges per MVR Compliance User x number of months remaining in the Minimum Connection Period per MVR Compliance User; and b. upon early termination of an individual MVR Compliance User: MVR Compliance User Subscription Charges x number of months remaining in the Solution Minimum Connection Period; and c. upon termination of the SFDC Integration Licence: SFDC Integration Licence Subscription Charges x number of months remaining in the Solution Minimum Connection Period.

7. Technical Support

7.1	Eligibility for Support	This clause 7.1 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 set out below and in the Solution Description.
7.2	General	In-life support is provided with this Solution as described in the Solution Description.
7.3	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 MVR Compliance Statement of Requirements and changes shall be promptly notified to EE. Contact details for EE's support teams are set out in the Standard Support Solution Description.
7.4	Training	Reasonable training will be provided to the Customer on a "train-the-trainer" basis in relation to the use of the Web Portal by the Web Portal User. This training is normally provided online or by telephone, unless otherwise agreed by EE. Any additional training must be agreed with EE, and may be subject to the payment of an additional charge.

8. Confidentiality, Data Protection and compliance with law

8.1	Data Protection	The Customer acknowledges and agrees that: a. it is a Data Controller (whether acting by itself or through any of its MVR Compliance Users, Web Portal Users, team administrators or Customer Representative) in respect of the content of calls recorded by the Solution (but not of Telecommunications Data) and that EE will process and store such content in accordance with the Customer's instructions; and b. EE and/or its third party supplier(s) are authorised (and have sufficient MVR Compliance User, Web Portal User and Third Party consent) to enable them to lawfully use and process such Personal Data in order to meet its obligation hereunder, including without limitation in respect of Telecommunications Data.
8.2	Third Party Suppliers	In providing the Solution, EE and/ or its third party supplier may have access to Customer's and/or MVR Compliance Users' and Web Portal Users' Personal Data for which the Customer is the Data Controller. This information may be confidential to the Customer, MVR Compliance Users, Web Portal Users or Third Parties and/or may constitute Personal Data and Sensitive Personal Data. EE will ensure that it and its third party suppliers shall: a. observe the confidential nature of such information on terms that are no less onerous than those that apply to EE under the Agreement or Solution; b. process such Personal Data only for the purposes of providing the Solution to the Customer; and c. apply appropriate technical and organisational measures to safeguard against any unauthorised access, loss, destruction of or damage to such Personal Data. The Customer acknowledges and accepts that the third party supplier may contact MRV Users and Web Portal Users directly in connection with the Solution including its operation, communication and service updates.
8.3	Compliance with applicable law	The Customer warrants that it shall ensure that any use of this Solution including any monitoring and/or recording of calls under this Solution shall comply with all applicable law including the Data Protection Legislation (including the Regulation of Investigatory Powers Act 2000) and the Computer Misuse Act 1990.



9. Solution Restrictions and Limitation of Liability

9.1	Restrictions	<p>a. 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.</p> <p>b. This Solution captures voice calls only and does not record SMS, MMS or other non-verbal communications.</p>
9.2	Regulatory Obligations	EE does not warrant or represent that this Solution meets the Customer's legal obligations in respect of the recording of voice conversations and electronic communications for companies regulated by the Financial Conduct Authority including any legal obligations under Conduct of Business Sourcebook (Recording of Telephone Conversations and Electronic Communications) (No 2) Instrument 2010 (FSA 2010/56) (as updated and amended from time to time).
9.3	Liability	<p>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, miss-use or malfunction of equipment or services) and EE shall have no liability to the Customer in these circumstances.</p> <p>EE shall have no liability in contract, tort (including negligence), breach of statutory duty or otherwise if the Customer is unable to access MVR Compliance Data from SFDC, due to SFDC downtime or unavailability or any other act, error or omission of SFDC.</p>
9.4	Loss of data	Clause 22.2(c)(ii) of the General Terms and Conditions for Business Customers (exclusion of liability for loss or corruption of data) shall not apply to these Solution Terms to the extent that any loss or corruption of MVR Compliance Data is a direct result of EE's breach of these Solution Terms.