



1. Interpretation

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

1.2	Solution Description	There is no Solution Description associated with this Solution.
1.3	Statements of Requirements	The parties must agree the mData Statement of Requirements prior to provision of this Solution by EE. A separate Statement of Requirements will be required for each mData Report. These form part of these Solution Terms. In the event of any conflict, a Statement of Requirements will take precedence over these terms, but not over any other Statement of Requirements.

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.

Anonymised User Information	information in relation to Network users in anonymised and aggregated form (in groups of no less than 50 users) which EE may provide for the purposes of this Solution. For the avoidance of doubt, such information will not include Personal Data;
mData Solution Services	the services provided by EE, as set out in the Solution Description
mData Report	means a report to be produced by EE for the Customer, pursuant to the specifications set out in the relevant Statement of Requirements and shall include any Anonymised User Information provided by EE in relation to that Statement of Requirements, whether or not such Anonymised User Information is contained in the same document/format or provided separately or in a different format;

3. mData – the Solution

3.1	mData Reports	Subject to the Customer complying with its obligations set out in this Agreement, EE will provide the mData Report(s) to the Customer.
3.2	Warranty	To the extent permitted by law, EE provides each mData Report (and any Anonymised User Information provided in relation to it) on an "as is" basis and makes no other warranty, including whether such report or information is accurate, complete or fit for any purpose.

4. Charges

4.1	Charges	The Charges may be paid in one instalment or in multiple instalments if agreed with the Customer in a Statement of Requirements.
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5. Customer Obligations

5.1	Customer obligations	<p>The Customer shall, and warrants that it will:</p> <ul style="list-style-type: none"> a. only use an mData Report for its internal business/research purposes; b. it will not sub-licence the use of any mData Report to any third party, save as set out in Clause 5.4 below; c. it will not modify any mData Report. For the avoidance of doubt, the Customer may modify the mData Report for its own internal business/research purposes;
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		<ul style="list-style-type: none"> d. not process or use the Anonymised User Information for any other purpose or include it in any product or service offered to third parties, or carry out any profiling activity which involves the use of any part of the Anonymised User Information; e. not reverse engineer any Anonymised User Information or attempt to reverse engineer the Anonymised User Information to derive or attempt to derive any personally identifiable information from such data; and f. perform its obligations in accordance with all applicable laws, rules and regulations, including Data Protection Legislation. <p>Any variations to Clauses 5.1(a) to (d) applicable to an individual mData Report shall be recorded in the applicable Statement of Requirements.</p>
5.2	Personal Data	The Customer acknowledges and agrees that any Anonymised User Information and any mData Reports provided by EE will not contain any Personal Data that could be used to identify a particular individual. If the Customer receives any such data it shall immediately notify EE and shall destroy any such data unless otherwise directed by EE in writing.
5.3	Customer Representative	The Customer shall appoint a representative (“Customer Representative”) in relation to the Solution and shall notify such Customer Representative to EE in writing on or before the signature of a Contract Change Note. Changes shall be promptly notified to EE in writing.
5.4	Permitted Sub-Licence	<p>In the event the Customer is permitted to sub-licence the use of an mData Report to a third party under a Statement of Requirements (such party to be referred to hereafter as a “Client”), the Customer shall procure that the Client contractually undertakes to each of the Customer and EE:</p> <ul style="list-style-type: none"> a. to comply with each of the Customer’s obligations set under clause 5.1 above and in respect of the mData Report; b. to keep the mData Report confidential and not provide any part of such report to any third party; and c. that it acknowledges and agrees that EE is a third party beneficiary in respect of the undertakings under paragraphs a and b above, in consideration of the provision of the mData Report. <p>The Customer at all times shall remain responsible and liable to EE in the event of a breach of any of the above undertakings by any such Client.</p>
5.5	Indemnity	The Customer shall indemnify and keep EE indemnified against all costs, losses, expenses (including without limitation legal expenses), damages, liabilities, demands incurred or suffered by EE arising out of or in relation to any breach of clauses 5.1, 5.2, 5.4, or the terms of the Sub-Licence by the Client.

6. Intellectual Property

6.1	Ownership	EE owns all the Intellectual Property Rights in all the Anonymised User Information and the mData Reports provided under this Solution. However, EE may only use the mData Reports for the purpose of providing the Data Analytics Services to the Customer. For the avoidance of doubt, EE may at all times use any data (including the Anonymised User Information) it has collected previous to any analysis of such data for an mData Report in any manner and for any purpose at its discretion.
6.2	Licence	EE grants the Customer a non-exclusive, non-transferable, royalty-free and revocable licence, to use the mData Reports solely and strictly for the purposes set out in the relevant Statement of Requirements and in accordance with these terms. The Customer agrees to comply with the foregoing licence restrictions and that a breach of Clauses 5.1, 5.2, or 5.4 above constitutes a breach of the licence under this clause.



6.3	Additional Licence Terms	The Parties may agree additional licence terms in respect of an mData Report under the relevant Statement of Requirements.
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7. Term and Termination

6.2	Termination	Either Party may terminate this Solution or one or more Statement of Requirements under this Solution for convenience (and without incurring additional liability) by providing notice of five (5) working days.
6.3	Termination Charges	If the Customer terminates this Solution for convenience, it shall remain obligated to pay EE the Fees agreed under each Statement of Requirements, whether or not the relevant mData Report has been provided, unless otherwise agreed in writing by EE.

8. Liability

9.4	Liability	Notwithstanding anything set out elsewhere in the Customer's agreement with EE, the Customer's liability for or arising out of any breach of Clauses 5.1, 5.2, or 5.4 of these Solution terms or Clause 25 of the General Terms and Conditions (Confidentiality) (so far as any such breach relates to Confidential Information provided under or in relation to this Solution) shall not be subject to the limitations of liability set out in Clause 22.2 of the General Terms and Conditions .
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