



1. Interpretation

1.1 The Enterprise Mobility Manager (Advanced) Solution (referred to in these Solution Terms as “EMM Advanced” or the “**Solution**”) is provided in accordance with the Customer’s Agreement with EE.

1.2	Solution Description	The Enterprise Mobility Manager (Advanced) Solution Description forms part of these Solution Terms.
1.3	Statement of Requirements	The parties must agree the Mobility Manager Statement of Requirements prior to provision of this Solution by EE. This forms part of these Solution Terms.
1.4	Eligibility	The Solution is only available to Customers with 100 or more Connections. The Solution may be added to the Customer’s account at any point.

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.

Acceptance Tests	The tests to be successfully completed for Mobility Manager by EE and the Customer, as described in the Statement of Requirements / Configuration Spreadsheet.
Bill Splitting	A functionality in the Mobility Manager enabling the Customer to allocate responsibility on either a qualitative and / or quantitative basis for parts of an invoice to individual Users for airtime, Devices, and Accessories.
EMM Advanced	the software as a service platform known as the Enterprise Mobility Manager (Advanced) Solution, provided to the Customer on a subscription basis in accordance with the terms of this Agreement by EE as part of this Solution, as further set out in the Solution Description.
HR Information	Any information relating to Users loaded into the Mobility Manager by the Customer, including User names, contact details (other than EE mobile phone numbers).
Minimum Average Licence Volume	The minimum number of EMM Advanced User licences the Customer must retain as an average across the Minimum Solution Term.
Minimum Solution Term	The minimum period specified in the Customer’s agreement with EE or a Contract Change Note for which the Customer must retain the Minimum Average Licence Volume
MSISDN	Mobile Station International Subscriber Directory Number (a User’s mobile telephone number).
Business Class Service for Large Business Customers	The Business Class Service for Large Business Customers Solution, the terms and conditions for which are set out at www.ee.co.uk/business/terms .

3. Enterprise Mobility Manager (Advanced) – the Solution

3.1	Service/Equipment	At the start date for this Solution EE will provide the Customer with access to the Mobility Manager portal via an Internet Uniform Resource Locator (‘URL’) together with one or more User IDs and passwords for the purposes of managing the configuration, operation and maintenance of the Mobility Manager and Customer Data, and to create additional User credentials as required.
3.2	Licence	EE grants a non-transferable, non-exclusive licence for the term of this Agreement to the Customer (for the benefit of itself and its Users) to use Mobility Manager and Solution Description to the extent necessary to receive the benefit of this Solution. Users will each have an individual licence that will be linked to their MSISDN.
3.3	Customer Obligations	Before providing Users with access to Mobility Manager, Customer shall: (a) ensure that Users are aware of the Customer’s telecoms policy and any other relevant policies



		<p>including (without limitation) the Customer's leavers policy; and</p> <p>(b) ensure that Users are aware that they may be personally liable to the Customer for certain airtime or Equipment charges.</p>
3.4	Solution Requirements	The Solution must be applied to the Customer's entire User base of voice, and data enabled Connections. Not all Connections will be chargeable and these are set out in the Solution Description (the " Exempted MSISDNs "). Any new MSISDNs added to an account will automatically have an EMM Advanced licence provisioned against that MSISDN. Existing Customers purchasing this Solution on a Service Plan with shared allowances may be required to switch to a suitable Service Plan to take advantage of the full capability of EMM Advanced.
3.5	Implementation	EE will provide the Customer with implementation services as set out in the Statement of Requirements and Solution Description (the " Implementation Services "). The Implementation Services may include designing up to five (5) custom policies for the Customer. Any additional implementation services will be charged at a fixed rate. As part of the implementation process, EE will make its full catalogue of Devices available to the Customer, and up to 10 custom Device catalogues, and it will be the Customer's responsibility to select and maintain the range available to Users. The Customer may request EE to complete a review of the catalogue during the term of this Solution in writing (charges may apply).
3.6	Custom Workflows / Reporting	The Customer may request EE to develop custom workflows or reporting to be implemented in EMM Advanced. Any such workflows or reporting must be adequately detailed in a Statement of Requirements and will be subject to acceptance by EE. Charges will apply for implementation of custom workflows or reporting.
3.7	Training	EE will provide one training session to the Customer on the use of the Mobility Manager by WebEx at no additional cost after completion of the Implementation Services. Should the Customer require additional training or in-person training, additional Charges may apply.
3.8	Implementation Notification	EE will notify the Customer once the Implementation Services have been completed, or that the timeframe for completion of the Implementation Services set out in clause 5.6 below has elapsed (provided that any delay in completion of the Implementation Services was not caused by EE). The Minimum Solution Term will then commence and Charges for the Solution will be applied to the Customer's account. Any further activities will be managed as an in-life activity and may be chargeable on a time and materials basis.
3.9	Proper Use	<p>EE reserves the right to monitor usage by all Users during the term of this Agreement for the purpose of (without limitation) ensuring compliance with the terms of this Agreement. Any such audit may be carried out by EE or by EE's supplier. If any audit reveals that any password has been provided to an individual who is not an employee or contractor of the Customer, or a User with a mobile connected to a network other than the Network, the Customer shall without delay disable any such passwords and notify EE immediately.</p> <p>Where there is unauthorised use of the Solution by a Customer or a User, EE reserves the right to deny access to the Solution to the Customer or relevant User by blocking without prior notification the IP address(es) of Customer or User used to access the Solution.</p>
3.10	No Warranty	EE does not warrant or represent that the Services and/or Applications shall be: <ul style="list-style-type: none"> (a) uninterrupted or error free; or (b) interoperable with any particular third party software or equipment.
3.11	Intellectual Property Rights	No Intellectual Property Rights in or to this Solution shall vest in the Customer. To the extent that the Customer does acquire any Intellectual Property Rights in or to this Solution, the Customer shall assign or procure the assignment of such Intellectual Property Rights with full title and guarantee (including by way of present assignment of future Intellectual Property Rights) to EE, or EE's nominated third-party. Customer shall execute all such documents and do such things as EE may consider necessary to give effect to this Clause.
3.12	Limited Warranty on Implementation Services	In the event that EMM Advanced fails to perform in accordance with the specifications set out in the Solution Description and Statement of Requirements, EE will at its option re-perform any implementation services and / or deliver additional implementation services to ensure that the solution performs in accordance with the applicable specification. 60 day warranty post acceptance tests.



4. Charges

4.1	Invoicing	EE will invoice the Customer monthly in advance for licence fees for EMM Advanced for each User on the Customer's account. Implementation and other on-site or support services will be invoiced in arrears where applicable.
4.2	Rounding	The Mobility Manager will round all tariffs to two decimal places. If the Customer's tariff is billed by EE in increments of more than two decimal places, there may be billing discrepancies where Bill Splitting is implemented. Resolution of any such discrepancies shall be the Customer's sole responsibility.
4.3	Bill Splitting	The Customer acknowledges that where Bill Splitting is implemented in Mobility Manager, the Customer continues to be solely responsible to EE for payment of all invoices. EE will issue a single invoice to the Customer for all airtime usage and Equipment purchases.

5. Customer Obligations

5.1	Rights and Consents	<p>Except to the extent such activities are expressly agreed in writing by the Parties to this Agreement:</p> <p>(a) the Customer's rights to use the Solution does not permit it, or Users, to:</p> <p>(i) copy, cut and paste, email, reproduce, publish, distribute, re-distribute, broadcast, transmit, modify, adapt, edit, abstract, create derivative works of, store, archive, publicly display, sell, or in any way commercially exploit any part of the Solution; or</p> <p>(ii) attempt to decompile (as defined in section 50B of the Copyright, Designs and Patents Act 1988) the underlying software (or any part of it) that is used to provide the Solution except and only to the extent that such restriction is prohibited pursuant to section 50B of the Copyright, Designs and Patents Act 1988.</p>
5.2	User Information	Outside of the Implementation Services the Customer is solely responsible for accurately inputting and maintaining User information in Mobility Manager. The Customer acknowledges that any inaccurate inputs (including, without limitation, HR data, or Device Catalogue selection) may result in errors in Bill Splitting cost centre allocations, or other errors.
5.3	Regulatory Obligations	The Customer understands that where it enables Users to purchase airtime bundles for personal use or implements any kind of Bill Splitting policies, the Customer will, to the extent the Customer has control over those facilities, be deemed by Ofcom to be a provider of an Electronic Communications Service. Accordingly the Customer warrants and undertakes to EE that it will comply with relevant Ofcom General Conditions of entitlement including Condition 1 (paragraphs 1.2 and 1.3 only), Condition 2, Conditions 17-20 (inclusive), and Condition 23. More information is available about these requirements in the Solution Description.
5.4	Title to Devices	The Customer must retain title to all Devices supplied to it pursuant to the Agreement, and may not transfer title to Users until the end of the Minimum Agreement Term. The Customer agrees that it is solely responsible for any tax implications that may arise should it transfer titles in Devices to Users.
5.5	HR Information	The Customer must provide EE with all information required by EE for the Implementation Services within 8 weeks (or such other timescale as the parties may agree in writing) of signature of this agreement. This includes both Statement of Requirements 1 (Account Configuration) and Statement of Requirements 2 (which includes all HR Information and other End User information). If such information is not provided within the agreed timescales, EE may begin applying the Charges for the Solution to the Customer's account and the Minimum Solution Term will begin. Additional Charges may apply for later upload of any HR Information or other End User data.

6. Term and Termination

6.1	Minimum Solution Term	<p>The Customer must retain the Minimum Average Licence Volume for the duration of the Minimum Solution Term. EE will review the Customer's account at the end of the Minimum Solution Term or on earlier termination of this Solution. Where EE's review finds that the average number of active EMM Advanced licences on the Customer's account is less than the Minimum Average Licence Volume calculated as an average across the Minimum Solution Term, EE will invoice the Customer for any shortfall calculated as follows:</p> <p>(Minimum Average Licence Volume x Charges per User x Minimum Solution Term) – (Actual</p>
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		<p>average number of licences x Charges per User per month x Minimum Solution Term)</p> <p>Where the Customer has used more than the Minimum Average Licence Volume EE will not be obliged to provide the Customer with a rebate or any other form of Credit.</p>
6.2	Consequences of Termination	The Customer and all Users shall cease to use Mobility Manager immediately on termination of the Agreement or this Solution, however caused. For the avoidance of doubt the licence granted to the Customer in this Solution does not fall within the exception under Clause 21.1(d) of the General Terms and Conditions for Business Customers.
6.3	Termination Charges	<p>Customer shall pay EE the following Termination Charges in accordance with the Agreement upon early termination of this Solution:</p> <p>(Charges for Minimum Average Licence Volume x Minimum Solution Term) – Charges for licences actually paid by the Customer</p>
6.4	Termination by EE	EE may withdraw this Solution at any time on reasonable notice to the Customer. Should EE withdraw this Solution, no Termination Charges will be payable by the Customer.

7. Technical Support

7.1	Eligibility for Support	This clause 7 only applies where the Customer is eligible for Business Class Service for Large Business Customers. If the Customer meets the eligibility criteria set out in the Business Class Service for Large Business Customers Solution Terms, Business Class Service applies to this Solution in addition to or as amended by the terms set out below and in the Solution Description.
7.2	Contact details	Contact details for the Customer's First Line Support (as described in the Business Class Service for Large Business Customers Solution Description) shall be set out in the EMM (Advanced) Statement of Requirements and changes shall be promptly notified to EE. Contact details for EE's support teams are set out in the Solution Description for this Solution.
7.3	Target Resolution Times	Target resolution times for faults notified to EE are specified in the Solution Description for this Solution. Such timeframes are provided for information only and failure to meet them shall not be a breach by EE.

8. Solution Restrictions and Limitation of Liability

8.1	Restrictions	<p>a. Customers may not use EMM Advanced in conjunction with any other online EE portals (including, without limitation, Web Self-Serve and eOBM). If Customers have access to other online EE portals, this will be disabled on commencement of the Minimum Solution Term.</p> <p>b. 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 implementation not being completed within the allotted time.</p>
8.2	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, miss-use or malfunction of equipment or services) and EE shall have no liability to the Customer in these circumstances.