# Solution Terms for Mobile Voice Recording Compliance

## 1. Interpretation

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>Customer’s Agreement with EE</td>
</tr>
<tr>
<td>1.2</td>
<td>Solution Description</td>
</tr>
<tr>
<td>1.3</td>
<td>Statement of Requirements</td>
</tr>
<tr>
<td>1.4</td>
<td>Eligibility</td>
</tr>
</tbody>
</table>

## 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.

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1</td>
<td>Admin User</td>
</tr>
<tr>
<td>2.2</td>
<td>Cloud Storage Period</td>
</tr>
<tr>
<td>2.3</td>
<td>Extended Cloud Storage Period</td>
</tr>
<tr>
<td>2.4</td>
<td>Cloud Storage Platform</td>
</tr>
<tr>
<td>2.5</td>
<td>MVR Compliance User</td>
</tr>
<tr>
<td>2.6</td>
<td>MVR Compliance User Licence</td>
</tr>
<tr>
<td>2.7</td>
<td>MVR Compliance Data</td>
</tr>
<tr>
<td>2.8</td>
<td>Retention Period</td>
</tr>
<tr>
<td>2.9</td>
<td>SFDC</td>
</tr>
<tr>
<td>2.10</td>
<td>SFDC Integration Licence</td>
</tr>
<tr>
<td>2.11</td>
<td>Business Class Service for Large Business Customers</td>
</tr>
<tr>
<td>2.12</td>
<td>Telecommunications Data</td>
</tr>
</tbody>
</table>
3. MVR Compliance – the Solution

3.1 Solution Requirements

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>One MVR Compliance User Licence per Connection</td>
<td>The Customer is required to purchase, one MVR Compliance User Licence per Connection on which the Customer requires the Solution.</td>
</tr>
<tr>
<td>Airtime and SIM Cards</td>
<td>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.</td>
</tr>
<tr>
<td>Internet access and Electricity</td>
<td>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.</td>
</tr>
<tr>
<td>SFDC Subscription Agreement</td>
<td>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.</td>
</tr>
<tr>
<td>Devices</td>
<td>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).</td>
</tr>
</tbody>
</table>

3.2 Service

EE will:

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:

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:

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:

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;
## Solution Terms for Mobile Voice Recording Compliance

### Ownership of MVR Compliance Data

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.

### OWE and Freedom compatibility

This Solution is not compatible with the following EE products:  
- EE Freedom Solutions  
- Mobile Voice VPN (formerly known as Orange Wirefree Extension (OWE))  
- Wi-Fi Calling  
- Voice over LTE (also known as 4G voice)

### Charges

#### 4.1 Per Connection Charges

The MVR Compliance User Subscription Charges are per MVR Compliance User Connection irrespective of usage.

### Customer Obligations

#### 5.1 Customer obligations

The Customer shall (and shall procure that its MVR Compliance Users and Web Portal Users shall):  
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.

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.

#### 5.2 Indemnity

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:  
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,  
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.

### 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.
### Solution Terms for Mobile Voice Recording Compliance

**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.
### Solution Terms for Mobile Voice Recording Compliance

#### 9. Solution Restrictions and Limitation of Liability

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
</table>
| 9.1 Restrictions | a. Insurance propositions sold by or provided on behalf of EE, as described at www.ee.co.uk/businessterms, do not apply to this Solution.  
  b. This Solution captures voice calls only and does not record SMS, MMS or other non-verbal communications. |
| 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 | 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.  
  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. |
| 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. |