

Solution Terms for Field Link



1. Interpretation

1.1 Field Link (referred to in this document as "**Field Link**" or the "**Solution**") is provided in accordance with the Customer's Agreement with EE.

1.2	Solution Description	The Field Link Solution Description forms part of these Solution Terms.
1.3	Statement of Requirements	Unless the Solution required is the GPS Vehicle Tracking Module standard specification and configuration as set out in the Solution Description at the time of order then the Customer must agree the Field Link Statement of Requirements with the Sub-contractor of the Solution in accordance with the process set out in clause 9.2 below prior to provision of this Solution by EE. The agreed Statement of Requirements forms part of these Solution Terms.

2. Definitions

The definitions set out in the General Terms apply to this Solution except where amended below or in the Solution Description.

Acceptance	The Customer's acceptance of the Solution in accordance with clause 3.6.
Customer IP	Any data, information, content, images, resources or third party software which are owned by or licensed to the Customer and which are made available to EE or its Sub-contractor under this Solution.
Faulty	Means: a. that the Field Link Device has developed a fault and does not operate in accordance with the Solution Description or standard operating instructions; b. such fault is caused by faulty materials or workmanship; and c. such fault (or the cause of such fault) is not otherwise excluded under these Solution Terms.
Feature Pack	A set of features described in the Solution Description which are available to purchase with the Field Link Device.
Field Link Device	The black box Device installed by EE in the Customer's vehicles as part of the Solution, and any associated accessories (including without limitation DC Wiring Loom, GPS Antenna and GPRS Antenna) and documentation supplied with that black box Device other than the mobile device that may be supplied by EE for access to the Solution.
Field Link Device Software	The standard and/or bespoke software provided by EE on a Field Link Device (or supplied separately for installation on a Field Link Device) as part of the Solution, as EE may update from time to time.
Field Link Software	Collectively, the Field Link Device Software, Web User Software, Module Software and Other Software (if applicable).
Field Link User	The person to whom the Field Link Software is made available and who is authorised by the Customer to access the Solution or part of it (as applicable) (including without limitation Web User Software provided by the Solution).
Infrastructure Investment	In relation to Field Link funding Option 1 and Option 2 (Upfront Fee) the Equipment Charges (not monthly Subscription Charges) as set out in the Commercial Terms.
Modules	One or more of the following software as a service packages which may be ordered by the Customer and which provide specific features and functionality of the Solution as described in the Solution Description: Service and Asset Management module; Workforce Scheduling module; Mobile Apps module; GPS Vehicle Tracking module.
New Software	Software which is developed or customised specifically for the Customer under this Solution (which may include the appearance and behaviour of the Field Link Software, details of which are set out in the relevant Statement of Requirements for this Solution.
Other Software	Software, other than Field Link Device Software, Web User Software, Module Software which is owned by, licensed to, developed or created by EE or its Sub-contractor and provided to the Customer under this Solution.

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Professional Services	Any consultancy Services (which may include, without limitation, the analysis and reporting on data obtained in relation to the Customer via the Field Link Device and software development Services) to be carried out by the Sub-contractor under this Solution as set out in the Contract Change Note and/or Statement of Requirements.
Project Plan	The time schedule and sequence of events for the development of New Software (if applicable) and implementation of the Solution as agreed between the Customer and the Sub-contractor.
Service Call Charge	The Charge levied by EE for call outs of EE and Sub-contractor personnel to the Customer's vehicles or premises and for missed appointments as specified in the Commercial Terms.
Third Party Software	Any software programs proprietary to third parties which are provided to the Customer as part of the Field Link Device Software.
Mobile Application	The End User Licensed Software installed on the Customer's mobile device in order to access the features of the Mobile Apps Module.
Module Software	Software for the Modules.
Server Licence	A licence which may be purchased under the Service and Asset Management Module for a secondary server which connects to the Service and Asset Management Module via a VPN to provide a mirror of the Customer's management information in the Web Portal.
Solution Feature Licence	A licence required for use of the Field Link Module features that are charged monthly per feature as defined in the Solution Description or as otherwise agreed by the parties in a Statement of Requirements.
Solution User Licence	The licence required by each Field Link User to access the Module/s via the Web Portal, Mobile Application or other web based application provided as part of the Solution, as set out in a Contract Change Note or Statement of Requirements.
Solution Option	The Field Link Device funding options as selected by the Customer and set out in the Initial Order or Contract Change Note.
Solution Minimum Connection Period	Minimum period for which each Solution User Licence and Solution Feature Licence is granted by EE as set out in the Initial Order or 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/businesssterms .
Sub-contractor	EE's approved sub-contractor for the Solution as defined in the Solution Description.
Web Portal	The website portal for accessing the Module(s) purchased by the Customer and as described in the Solution Description which is accessible through the Website.
Website	http://business.ee.co.uk/field-link or such other URL as EE may notify to the Customer from time to time.
Vehicle	A vehicle in which a Field Link Device is installed.
Web User Software	The software as a service provided by EE for access by the Customer to the Web Portal.

3. Field Link - the Solution

3.1	End User Licensed Software	The software supplied under this Solution is End User Licensed Software. One Solution User Licence is required per Field Link User of the Web Portal or Mobile Application. The Customer shall ensure that each Field Link User has accepted the terms of the End User Licence Agreement before using the Field Link Software. The Solution Terms do not transfer ownership of, nor create any licences (implied or otherwise), in any Intellectual Property Rights (of any nature) in the Field Link Software or any documentation or materials provided by EE to the Customer under or in accordance with this Solution; and the Customer shall not attempt to acquire, or assert that it has acquired, any Intellectual Property Rights in the Field Link Software or any such materials or documentation. As between the parties, the content of communications transmitted from the Field Link Device to the Web Portal shall be owned by the Customer.
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3.2	Use of the Solution by subcontractors, suppliers and customers	<p>The Customer may sub-license its subcontractors, customers and suppliers to use the Field Link Device solely for the Customer's internal use and benefit provided that: (a) the sublicense is granted on terms no less restrictive than the ones set out in these Solution Terms; (b) the Customer remains liable to EE for any use of the Field Link Devices by Customer subcontractors, customers and suppliers.</p> <p>The Customer may purchase Solution User Licences for its subcontractors, customers and suppliers provided that: (a) the Solution is only used for the Customer's internal use and benefit; (b) the subcontractors, customers and suppliers accept the terms of the End User Licence Agreement and comply with such terms at all times; (c) the Customer remains liable to EE for any use of the Solution by Customer subcontractors, customers and suppliers.</p> <p>Where the Agreement requires the Customer to provide information, assistance or access to EE or requires the Customer to comply with instructions of EE, the Customer acknowledges that its subcontractors, customers and suppliers which have or need access to or use of the Solution will be required to provide equal co-operation to EE.</p>		
3.3	Service/Equipment	<p>a. On receipt of the Customer's Initial Order or Contract Change Note, EE and the Customer shall arrange a convenient time for the Sub-contractor to visit the Customer to discuss the Customer's requirements for the Solution ("Site Visit"). If the Solution ordered by the Customer is for a GPS Vehicle Tracking Module only, this Site Visit will be replaced with a telephone conference call with the Sub-contractor. If the Sub-contractor reasonably believes that the Solution will not meet the specifications or expectations of the Customer, EE may terminate or suspend the Solution without liability within 14 Working Days of the Site Visit or telephone call. If EE terminates the Solution in these circumstances in accordance with this clause, the Customer shall not be liable for Termination Charges.</p> <p>b. Subject to payment of all Charges due under or in connection with this Solution (unless the Charges are disputed in good faith) EE shall take reasonable steps to make the Solution ordered by the Customer in the Initial Order or Contract Change Note available to the Customer in the United Kingdom at all times. Certain Field Link Devices may be subject to service limitations which will be notified to the Customer or described in the Solution Description, relevant user manuals or user guidance issued by EE.</p> <p>c. If the Customer has purchased a bespoke solution, EE shall engage the Sub-contractor to develop the New Software which shall be developed with reasonable diligence, skill and expertise in accordance with the Statements of Requirements.</p> <p>d. The Customer acknowledges and agrees EE's obligations under these Solution Terms may be sub-contracted. For the purposes of these Solution Terms references to EE may include the Sub-contractor as the context requires.</p> <p>e. The Field Link Device(s) supplied under this Solution are Installed Equipment and the Customer's attention is drawn to clause 14 of the General Terms save that for the purposes of this Solution sub-clause 14.4 of the General Terms is replaced by clause 3.6 below. For the purpose of this Solution, references to the Customer's premises (or premises owned, occupied or controlled by the Customer) in the aforementioned clause 14 shall include vehicles owned, used or controlled by the Customer or a Field Link User.</p>		
3.4	Solution Requirements	Customer to purchase from EE	Field Link Device(s) Solution User Licences Solution Feature Licences Feature Pack Airtime and data	<p>EE black box vehicle equipment installed in Vehicles, relevant to the Module selected. Normal mobile devices are not required. Field Link Devices may be from refurbished stock that has been tested and is fully functional in accordance with the manufacturer's specification.</p> <p>Required for each Field Link User who needs to access and use the Web Portal or Mobile Application.</p> <p>Licences as required for each Module feature or series of features as described in the Solution Description or as otherwise agreed by the parties in a Statement of Requirements.</p> <p>The Customer must purchase a Feature Pack if it requires access to the relevant features of the GPS Vehicle Tracking Module as described in the Solution Description.</p> <p>The Solution Charges do not include any data or airtime use unless ordered separately by the Customer in the Initial Order or a Contract Change Note.</p>

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		Customer to supply and maintain at its cost for the duration of the Solution	Internet access	Appropriate internet access with available bandwidth and suitable security precautions in place to access the Website and Web Portal.
			Windows PC	A suitable specification PC is required to access the Website and Web Portal using a Standards Compliant browser as specified and revised from time to time by the World Wide Web Consortium (W3C) www.w3.org .
3.5	Project Plan	The Field Link Solution can take between 4 and 15 weeks to deliver from the time the Customer's order is agreed by EE. This is an estimate only as each deployment depends upon the Field Link Module, Module features and Feature Packs chosen and any development or bespoke configuration of New Software ordered, the number and availability of vehicles and the Customer's requirements agreed in the Statement of Requirements. Service and Asset Management and Workforce Scheduling Modules normally take longer to deliver. The parties may establish a Project Plan as part of the deployment. Any plans or delivery schedules are indicative only and not guaranteed and EE will not be liable for any delay in providing the Solution. Time is not of the essence in respect of any timetable agreed between the parties.		
3.6	Testing and acceptance of the Solution	<ul style="list-style-type: none"> a. EE may at all times, conduct reasonable testing and/or require reasonable evidence from the Customer, to show that the Customer has complied with its responsibilities under the Agreement. b. Customer is entitled to conduct reasonable tests of the delivered Solution to ensure it accords in all material respects with the Solution Description or Statement of Requirements (if applicable). Any Field Link Device(s) installed in the initial roll out should be tested by the Customer. Field Link Device(s) added to the Solution after initial roll out (or any changes in-life) will not be subject to the testing and acceptance procedures set out in this section. c. Customer testing must be conducted within 10 Working Days (or such longer period as the parties may expressly agree in writing) of notification from EE or the Sub-contractor that the Solution is ready to test ("Testing Period"). d. Customer must, within the Testing Period, either confirm acceptance of the Solution in writing, or must provide detailed reasons why the Solution does not conform in all material respects to the Solution Description or Statement of Requirements (if applicable) ("Defect Notice"). e. If a Defect Notice is served, EE will take reasonable steps as soon as practicable to rectify any problems in the Solution as compared to the Solution Description or Statement of Requirements (if applicable). Once such steps have been taken, the procedure above will be repeated. f. If a Defect Notice is not served and the Customer does not accept the Solution in writing within the Testing Period, the Customer is deemed to have accepted the Solution. g. Once the Customer accepts the Solution, the Minimum Connection Period for the Field Link Device installed in the initial roll out will commence and the Solution Minimum Connection Period for the Solution User Licence/s and Solution Feature Licence/s set out in the first order for the Solution will commence. 		
3.7	Rights and Consents	<ul style="list-style-type: none"> a. Subject to 3.7 (b), title in a Field Link Device bought under Solution Option 1 and Option 2 (Upfront Fee) passes to the Customer upon payment in cleared funds of the relevant Equipment Charge. If Solution Option 3 or Option 4 (No Upfront Fee) is selected, title in a Field Link Device remains with EE until the end of the relevant Minimum Connection Period for the Field Link Device, at which point title shall pass to the Customer. <ul style="list-style-type: none"> (ii) As between the parties, copyright and other Intellectual Property Rights in any materials or documentation provided to the Customer as part of this Solution remains with EE and the Customer shall not to copy, reproduce, translate, adapt, vary, modify, sub-license, decompile, reverse engineer or create derivative works from or allow any third party access to any Field Link Software (or any part of it) except to the extent expressly permitted to do so by EE or by applicable law. b. If the Customer has purchased a Server Licence, EE hereby grants the Customer a non-exclusive, non-transferable, revocable, limited licence to use and access the Customer data and information from the Solution on the Customer's server for the Customer's internal business purposes, subject to the terms of this Agreement. c. The Customer's attention is drawn to clause 23 of the General Terms with regards to Intellectual Property Rights used by or subsisting in the Solution including screen shots, layouts and the look and feel of graphical user interfaces. However, this clause does not operate to transfer from the Customer to EE any of the Customer's right, title or interest in the Customer IP. The Customer warrants and represents that it owns or has all necessary rights or consents to allow EE and its suppliers to use any Customer IP provided by the Customer to EE for the purpose of providing the Solution to the Customer. EE will not publish any Customer-specific screen shots or layouts without the Customer's prior written agreement. 		

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		d. The Customer is responsible for ensuring that the installation of any Field Link Device will not invalidate any warranty or guarantee that the Customer may have in respect of its Vehicles and EE shall have no liability to the Customer if it does.
3.8	EE Warranty	<p>If (a) any Field Link Device (including without limitation the Field Link Device Software) within its Minimum Connection Period; or (b) any installation, within 12 months of installation, fails to comply in a material respect to the Solution Description or if it is Faulty, then EE will repair or replace (at EE's discretion) the defective Field Link Device, Field Link Device Software or installation. EE may at its discretion require the Customer to return the original Field Link Device and/or Field Link Device Software for examination before a repair or replacement is authorised or issued. The Customer may be charged the List Price for any Field Link Device which is damaged rather than Faulty. Any repairs must be undertaken by or with consent of EE and/or its agents. If the Customer requires a site visit to repair a Field Link Device, Field Link Device Software or correct an installation under this clause 3.8, the Customer shall pay EE the Service Call Charge per visit.</p> <p>This warranty does not apply to the circumstances listed in clause 10.4 of these Solution Terms.</p>
3.9	Replacement	<p>Where a replacement has been supplied under the above warranty, the original Field Link Device is EE's property and must be returned to EE – if the Customer fails to do so then the Customer will be charged the List Price for the replacement.</p> <p>Replacement of any Field Link Device will only be made with an EE supplied product and may be from refurbished stock that has been tested and is fully functional in accordance with the manufacturer's specification. A replacement Field Link Device may be of a different model to that reported for repair, provided that such a replacement will be (in EE's reasonable opinion) of a similar specification.</p>
3.10	Amendments to the Solution	The Customer acknowledges that during the term of providing the Solution, EE may introduce changes to the Solution to develop or enhance it or the support provided to the Customer. In such instances, EE will work with the Customer in good faith to manage any migration issues and to minimise any disruption to the Customer's use of the Solution. Subject to clause 18.2 of the General Terms, in exceptional circumstances, EE may remove functionality from the Solution such as, without limitation, compatibility of it with a particular web browser if it is no longer cost effective to maintain (for example because the web browser provider no longer provides support for the web browser).
3.11	Website	Access to the Website is subject to additional terms and conditions as may be notified to the Customer on the Website from time to time. For the GPS Vehicle Tracking Module EE shall provide the Customer with one Solution User Licence to access the Web Portal free of charge. The Customer shall purchase additional Solution User Licences for each additional Field Link User of the Web Portal or Mobile Application. Each user of the Web Portal shall be required to accept the Website terms and conditions before the Web Portal is accessed by them.
3.11	Server Licence	If the Customer purchased a Server Licence, additional terms and conditions shall apply as set out in the Statement of Requirements.

4. Charges

4.1	Field Link Device Charging options	<p>The Customer must choose one of four Solution Options to fund its Field Link Device(s) and the Charges reflect the choice made. The Customer may not change Solution Options once selected (except as below).</p> <p><u>Solution Options 1 and 2 – upfront fee:</u> Customer is invoiced for the Field Link Device(s) after delivery. The Equipment Charge is a one-off charge for the Field Link Device and includes standard installation.</p> <p><u>Solution Options 3 and 4 – no upfront fee:</u> A Field Link Device may be changed to Solution Option 1 or 2 by the Customer notifying EE in writing after the Minimum Connection Period has expired for that Field Link Device. Once swapped, the Customer will pay only the Solution Option 1 or 2 monthly Subscription Charge (as applicable) (no additional equipment charge will become payable). The change may only take effect from the next billing cycle.</p> <p>Feature Pack prices are based on the Customer adding the Feature Pack when the Field Link Device is installed and first Connected. Prices for upgrades to new or upgraded Feature Packs post installation of a Field Link Device are available from EE on request and will also incur a standard Service Call Charge (as set out in the Commercial Terms).</p>
4.2	Licence Charges	Subscription Charges will start to apply once any Solution Option is provisioned, which may be up to 10 Working Days prior to installation of the Field Link Device. Subscription Charges are as set out in the Initial Order or applicable Contract Change Note. Data Charges and airtime Charges are as set out in the

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		Customer's Agreement with EE unless otherwise agreed in the Solution Contract Change Note. Any discounts agreed by EE apply only to the Solution Options 1 and 2 and relate to the Field Link Device cost, not to any installation or Subscription Charges. The Customer will be billed for the full Charge and the discount will be applied to the account after Connection.
4.3	Reject / postponement of installation	The Customer acknowledges that should it reject or postpone the date of installation agreed for installation of a Field Link Device for any reason other than the fault of EE, the Customer will be required to pay the Charges (including without limitation the monthly Subscription Charges, Installation Charge and, for Field Link Solution Option 1 or 2 (Upfront Charge) and the Equipment Charge, as if the Field Link Device had been installed on the agreed installation date. If installation is rejected or postponed by the Customer, EE and the Customer shall work together in good faith to agree a new date for installation as soon as reasonably practicable.
4.4	Reinstallation and removal	Any installation, reinstallation or removal of the Field Link Device(s) shall be carried out by EE unless otherwise agreed by the parties in writing. Additional Charges apply for EE to reinstall and remove the Field Link Device(s) as set out in the Contract Change Note.

5. Customer Obligations

5.1	Customer obligations	The Customer shall (and shall procure that its Field Link Users shall): <ul style="list-style-type: none"> a. comply with the Customer obligations set out in the Solution Description; b. in good faith and in a timely manner conduct acceptance testing of the Solution in accordance with clause 3.6 of these Solution Terms; c. ensure vehicles are available for installation at times and locations agreed between the parties (within normal working hours); d. set a password on all Field Link Software through which EE permits access to the Solution; and e. ensure users are deleted and/or passwords changed when they are no longer authorised to access the Solution.
5.2	Use	The Customer shall use reasonable endeavours to prevent any infringement of the Intellectual Property Rights in the Field Link Software and shall promptly report to EE in writing any such infringement that comes to its attention. In particular the Customer shall ensure that before starting to use the Solution, each Field Link User is made aware that the Field Link Software is proprietary to the Sub-contractor (and its licensors and/or other third parties) and that it may only be used in accordance with the End User Licence Agreement.
5.3	Group Companies	Clause 11 of the General Terms shall not apply to this Solution.
5.4	Customer IP	All Intellectual Property Rights in the Customer IP shall be owned by and remain with the Customer or its licensors. The Customer hereby grants (or shall procure that the owner of the Intellectual Property Rights therein shall grant) to EE and the Sub-contractor an irrevocable, non-exclusive, non-transferable (except to Sub-contractors and Sub-contractor sub-contractors), worldwide and royalty-free licence to use all Intellectual Property Rights in the Customer IP free of charge for the purpose of EE and the Sub-contractor performing its obligations under this Agreement.
5.5	Customer Warranty	Customer warrants that: <ul style="list-style-type: none"> a. the Customer IP is accurate, does not infringe any Intellectual Property Rights of any third party and does not breach any applicable law or regulation or any term of the Agreement; b. it is not a party to any contracts or other arrangements, where the performance or non-performance of its obligations could reasonably be expected to hinder or prevent the performance of its obligations under these Solution Terms.
5.6	Indemnity	The Customer shall indemnify and hold EE harmless against: <ul style="list-style-type: none"> (a) any loss or damage that it may suffer or incur as a result of the Customer's breach of clause 5.5 (Warranty) of these Solution Terms; and (b) any damage to or loss of EE or Sub-contractor property (whether tangible or intangible) or direct loss of any kind caused by or related to the Customer's negligence or breach of obligation under or in connection with the Solution. <p>Subject to clause 22.3 of the General Terms, clause 22.2 of the General Terms shall not apply to this indemnity.</p>

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5.7	Further assurance	The Customer shall execute such documents and take such steps as EE may reasonably require to fulfil the provisions of and to give to each party the full benefit of this Solution.
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6. Term and Termination

6.1	Minimum Connection Period	The Minimum Connection Period applies to each Field Link Device and Feature Pack and, subject to clause 3.6, commences from the date that the relevant Field Link Device is installed into a Customer's vehicle. The Solution Minimum Connection Period applies to each Solution User Licence and Solution Feature Licence from the date when the Field Link User's access to the Web Portal or Mobile Application (as applicable) is provisioned.
6.2	Expiry of Solution Minimum Connection Period	Once the Solution Minimum Connection Period has expired, the Customer shall be automatically transferred to a rolling monthly Solution User Licence or Solution Feature Licence for the relevant Field Link User/s and the relevant Subscription Charges set out in the Initial Order or Contract Change Note shall apply.
6.3	Early termination of a licence	If the Customer wishes to terminate any licence early then it shall advise EE. Termination Charges shall apply to licences terminated during the Solution Minimum Connection Period.
6.4	Termination of End User Licence Agreement	If the End User Licence Agreement is terminated, this Solution shall also terminate. Provided the End User Licence Agreement is not terminated by or for default of the Customer during the Minimum Connection Period or Solution Minimum Connection Period (as applicable) no Termination Charges relating to the Solution will be payable.
6.3	Termination	On termination or expiry of the Agreement or this Solution, the Customer shall: <ul style="list-style-type: none"> a. remove any Field Link Software where provided; b. return all Equipment and Field Link Device(s) in which title remains with, or reverts to, EE, in full working order; <p>The Customer shall be responsible for all charges of deinstallation and collection of Equipment and the Field Link Device(s) at the List Price (unless the cause of the termination is EE's material or persistent breach of these Solution Terms).</p> <p>On termination of a Solution User Licence or a Solution Feature Licence (as applicable) the Customer shall cease all activities authorised by the relevant licence and all rights granted to the Customer under the licence shall cease.</p>
6.4	Termination by EE	If EE terminates the Solution in accordance with clause 18.5 of the General Terms, EE shall upon request refund to the Customer the pro-rata portion of the Customer's Infrastructure Investment that relates to the unexpired part of the Minimum Connection Period. On payment of such refund, the Customer shall return to EE, in good condition, all Field Link Devices for which EE makes the refund and title shall revert to EE.
6.5	Termination Charges	Early termination of this Solution Customer shall pay EE the following Termination Charges in accordance with the Agreement upon early cancellation of each and any of the following ordered by the Customer under the Solution: <ul style="list-style-type: none"> a. In respect of (i) Field Link Devices; and (ii) Feature Packs; Subscription Charges x number of months remaining in the Minimum Connection Period. b. In respect of (i) Solution User Licences; and (ii) Solution Feature Licences: Subscription Charges x number of months remaining in the Solution Minimum Connection Period for the Solution User Licence and Solution Feature Licence.

7. Technical Support

7.1	Eligibility for Support	This section 7 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 as amended below or in the Solution Description. No other customer services support is offered with this Solution.
7.2	Training	Reasonable training will be provided to the Customer in relation to: <ul style="list-style-type: none"> a. the use of the Website and b. Field Link User training (limited to Field Link Users that are administrating the Solution on behalf of the

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		Customer – who should operate on a train-the-trainer basis). 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 an additional charge.
7.3	Exclusions	<p>EE has no responsibility for faults or Faulty Field Link Devices which in its reasonable opinion result (directly or indirectly) from:</p> <ol style="list-style-type: none"> improper or unauthorised use of the Solution/Equipment or interference with the Solution/Equipment by the Customer, a Field Link User or someone authorised by them; breach of the Customer's obligations under these Solution Terms or the Agreement; physical damage fluid ingress flood or excessive heat of the Field Link Device (or affecting the Field Link Device); modification or servicing of the Field Link Device or its installation which is not authorised by EE; and incorrect use of electricity including Vehicle jump starting. <p>EE may charge the Customer reasonable repair fees (including the cost of replacement equipment) to rectify any faults resulting from the above.</p>
7.4	Contact details	<p>First line support: Customer IT helpdesk / technical point of contact or representative Second line support: EE Field Link Support Team (0870 443 9424) Third line support: EE Account Manager during office hours</p> <p>Contact details for the Customer's First Line Support (as described in the Standard Support Solution Description) shall be notified to the EE Account Manager prior to commencement of the Solution and shall be set out in the Field Link Statement of Requirements (as applicable) and changes shall be promptly notified to EE. Contact details for EE's support teams are set out in the Standard Support Solution Description.</p>

8. Confidentiality and Data Protection

8.1	Data Protection	<p>The Customer acknowledges and agrees that:</p> <ol style="list-style-type: none"> it is a Data Controller (whether acting by itself or through any of its end users, administrators or Customer Representative) of any Personal Data delivered by the Device and processed by the Web Portal for provision of the Services (which may include location data) and that EE will only process such Personal Data in accordance with the Customer's written instructions; Customer shall ensure that EE, the Sub-contractor and/or their third party supplier(s) are authorised (and have sufficient end user consent if required) to enable them and the Customer to process such Personal Data in order to provide the Solution in accordance with these Solution Terms; and it has primary responsibility for meeting the obligations under Data Protection Legislation in respect of such Personal Data including without limitation implementing appropriate technical and organisational security measures in respect of the same.
8.2	Third Party Suppliers	<p>In providing the Solution, EE, the Sub-contractor and/or their third party suppliers may have access to Customer's and/or its end users Personal Data for which the Customer is the Data Controller and EE will take reasonable measures to ensure that it, the Sub-contractor and any other third party supplier shall:</p> <ol style="list-style-type: none"> observe the confidential nature of such information on terms that are no less onerous than those that apply to EE under the Agreement as amended by these Solution Terms; process such Personal Data only for the purposes of providing the Solution and complying with its obligations under the Agreement and/or otherwise as required under applicable law. <p>The Customer acknowledges and accepts that the Sub-contractor may contact the Customer Representative and other Customer staff and subcontractors directly in connection with the Solution and to provide support.</p>
8.3	Compliance	The Customer warrants that it will at all times comply with all Data Protection Legislation.
8.4	Confidentiality	The reference to '3 years' in clause 25.1 of the General Terms shall be replaced by '5 years' for the purpose of this Solution.

9. Amendments to the General Terms

9.1	Clause 5.3, 5.4 and 5.5 of the General Terms	Clauses 5.3, 5.4 and 5.5 of the General Terms shall be replaced by clause 9.2 of these Solution Terms in respect of the Solution.
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9.2	Agreement of the Statement(s) of Requirements	<p>a. If the Solution is the GPS Vehicle Tracking Module standard specification and configuration as set out in the Solution Description at the time of order and no bespoke development or configuration is required, then a Statement of Requirements is not required and EE will deliver the Solution in line with the standard specification and configuration. In all other cases a Statement of Requirements will be required.</p> <p>b. The Sub-contractor and the Customer shall agree the final contents of the Statement of Requirements in writing, in accordance with the process set out in clause 9.2(c), before EE provides the Solution.</p> <p>c. Upon either the Customer or the Sub-contractor completing a Statement of Requirements, the other party may agree to the proposed Statement of Requirements or revise it with suggested amendments for approval or revision by the original party. Any revised Statement of Requirements will then follow the same approval or revision process. Each Statement of Requirements shall only be incorporated into the Customer's Agreement when Customer Representative and the authorised Sub-contractor representative sign the relevant Statement of Requirements. Delay in signature may result in a delay in the commencement of the New Software development (if applicable) and implementation of the Solution and EE shall not be liable for any cost or expenses incurred by the Customer as a result of such delay.</p>
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10. Solution Restrictions and Limitation of Liability

10.1	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 Field Link Devices and Field Link Software.</p> <p>b. Emergency services cannot be accessed using the Solution 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.</p>
10.2	Internet Access	The Solution requires access to the internet with suitable capacity and bandwidth, use of which is solely at the Customer's risk. EE has no control over and is not responsible or liable in any way for any content input by third parties on or through the Field Link Device. -
10.3	Customer IP	<p>The Customer agrees that it retains responsibility for:</p> <ol style="list-style-type: none"> compliance with Data Protection Legislation in respect of Personal Data; and all Customer IP and control of such Customer IP (including without limitation Intellectual Property Rights in such materials), <p>which it sends through or holds in the Solution.</p>
10.4	Liability	<p>The Customer acknowledges and agrees that EE shall have no liability for:</p> <ol style="list-style-type: none"> any faults in the Customer Equipment (including any Customer back end systems that integrate with the Solution) or any disruption to the Solution caused by the Customer Equipment or Customer software; any faults which in its reasonable opinion result (directly or indirectly) from use of a non-current version or release of the Field Link Software (where an updated version has been provided to the Customer by EE); the security of any Customer Equipment (including without limitation any software applications); the introduction of any virus, Trojan horse, time bomb or other malicious code to the Solution; the Customer's failure to operate the Solution in accordance with the Solution Description; any exclusions listed in clause 7.3; accidental or malicious damage, theft or other loss or damage to any Field Link Device after the date of Acceptance. <p>EE may charge the Customer reasonable repair fees (including the cost of replacement equipment) to rectify any faults resulting from the above. The above provision shall not limit or exclude EE's liability for personal injury or death caused by its negligence or as otherwise prevented by applicable law.</p>