

# Solution Terms for Lone Worker from EE (Guardian 24) (formerly known as Lone Worker from Orange powered by Guardian 24)



## 1. Interpretation

1.1 This Solution (referred to in these Solution Terms as "**Lone Worker (Guardian 24)**" or the "**Solution**") is provided in accordance with the Customer's Agreement with EE.

1.2	Solution Description	The Lone Worker (Guardian 24) Solution Description forms part of these Solution Terms.
1.3	Statement of Requirements	The parties must agree the Lone Worker (Guardian 24) Statement of Requirements prior to provision of this Solution by EE. This document forms part of these Solution Terms.

## 2. Definitions

Lone Worker Device	The Device or the Specialist Lone Worker Device that is being used to access this Solution.
Lone Worker User	The person to whom this Solution is made available and who is authorised by the Customer to log onto the Solution.
Solution Minimum Connection Period	Minimum period for which each Lone Worker Device must take this Solution.
Specialist Lone Worker Device	A Lone Worker Device that can only be used to access this Solution.

## 3. Lone Worker (Guardian 24) - the Solution

3.1	End User Licensed Software	The software supplied under this Solution is End User Licensed Software, the current terms for which are set out in the Solution Description. Each Lone Worker User will be required to accept the terms of the End User Licence before any software is downloaded to the Lone Worker User.
3.2	Warranty	Specialist Lone Worker Devices are provided with the benefit of the manufacturer's warranty only.

## 4. Customer Obligations

4.1	Customer obligations	The Customer shall (and shall procure that the Lone Worker Users shall): <ol style="list-style-type: none"><li>ensure any use of this Solution including any monitoring and/or recording of communications under this Solution shall comply with the law including the Data Protection Legislation;</li><li>distribute information to Lone Worker Users about the Solution and how it operates; and</li><li>appoint a Customer Representative who shall have the authority to contractually bind the Customer on matters relating to the Solution and shall notify such Customer Representative to EE in writing.</li></ol>
4.2	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: <ol style="list-style-type: none"><li>any action or claim or proceedings brought against EE by the government, OFCOM, the Information Commissioner or any other competent regulatory authority; or</li><li>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,</li></ol> 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.

## 5. Term and Termination

5.1	Transfer of the Solution	Customer may request the transfer of the Solution from one Lone Worker Device to another compatible Device during the Solution Minimum Connection Period. If this transfer takes place within 2 months before the completion of the Solution Minimum Connection Period then the new Lone Worker Device shall be Connected for a further Solution Minimum Connection Period. If the transfer takes place with more than 2 months of the Solution Minimum Connection Period left to complete then the new Lone Worker Device shall only be required to fulfill the remainder of the existing Solution Minimum Connection Period.
5.2	Termination	In addition to the termination and suspension rights set out in the General Terms and Conditions for Business Customers, EE may suspend or terminate the Solution if EE has reasonable grounds for believing that the Customer or the Lone Worker Users are mis-using the Solution.

# Solution Terms for Lone Worker from EE (Guardian 24) (formerly known as Lone Worker from Orange powered by Guardian 24)



5.3	Consequences of Termination	On termination of this Solution for any reason and notwithstanding anything to the contrary in the End User Licence Agreement, the Customer shall and shall procure that its Lone Worker Users shall irrevocably delete the End User Licensed Software from their Lone Worker Device.
5.4	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 Solution Minimum Connection Period no Termination Charges relating to this Solution will be payable.
5.5	Termination Charges	<b>Customer shall pay EE the following Termination Charges for each Lone Worker Device in accordance with the Agreement upon early termination of the Solution (or part of it):</b> (Subscription Charges + (where applicable) Lone Worker SIM Only Service Plan monthly Charge) x number of months remaining in the Solution Minimum Connection Period.

## 6. Technical Support

6.1	Technical Support	Technical Support is provided with this Solution as described in the Solution Description.
-----	-------------------	--

## 7. Confidentiality and Data Protection

7.1	Data Protection	The Customer acknowledges and agrees: <ul style="list-style-type: none"> <li>a. that it is a Data Controller (whether acting by itself or through any of its Lone Worker Users, team administrators or Customer Representative) for the content of messages and conversations received and/or recorded by the Solution and that EE will process and store such content in accordance with the Customer's instructions; and</li> <li>b. that EE and/or its third party supplier(s) are authorised (and have sufficient Lone Worker User consent) to enable them to process and store such content in order to meet its obligation hereunder.</li> </ul>
7.2	Third Party Suppliers	In providing the Solution, EE and/or its third party supplier may have access to Customer's and/or Lone Worker Users' Personal Data for which the Customer is the Data Controller. This information may be confidential to the Customer, Lone Worker Users or end users and/or may constitute Personal Data and Sensitive Personal Data. EE will ensure that it and its third party supplier shall: <ul style="list-style-type: none"> <li>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;</li> <li>b. process such Personal Data or Sensitive Personal Data only for the purposes of providing the Solution to the Customer; and</li> <li>c. apply appropriate technical and organisational measures to safeguard against any unauthorised access, loss, destruction of or damage to such Personal Data and/or Sensitive Personal Data.</li> </ul>

## 8. Solution Restrictions and Limitation of Liability

8.1	Restrictions	<ul style="list-style-type: none"> <li>a. Specialist Lone Worker Devices supplied in accordance with these Solution Terms are only for use with this Solution.</li> <li>b. The Solution shall not be used as a substitute for other reasonable personal safety measures.</li> <li>c. Insurance propositions sold by or provided on behalf of EE, as described at <a href="http://www.ee.co.uk/business/terms">www.ee.co.uk/business/terms</a>, do not apply to the Specialist Lone Worker Devices.</li> </ul>
8.2	Duty of care	EE does not warrant or represent that this Solution meets the Customer's legal obligations of a duty of care to its employees or any other person under the Health and Safety at Work etc. Act 1974, the Corporate Manslaughter and Corporate Homicide Act 2007 and/or the Health and Safety (Offences) Act 2008.
8.3	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, mis-use or malfunction of equipment or services) and EE shall have no liability to the Customer in these circumstances.