

Solution Terms for EE 4G/5G Rapid Site Solution



1. Interpretation

1.1 The 4G/5G Rapid Site Solution (also referred to in these Solution Terms and the Solution Description as "**Rapid Site Solution**" or the "**Solution**") is provided in accordance with the Customer's Agreement with EE.

1.2	Solution Description	The Rapid Site Solution Description forms part of these Solution Terms.
1.3	Statement of Requirements ("SOR")	The parties must complete a Statement of Requirements for the Rapid Site Solution as detailed in the Solution Description prior to provision of the Solution by EE. This document forms part of these Solution Terms.
1.4	Additional Solution Documentation	The Rapid Site Solution may be combined with other BT and EE products which will be subject to their own separate terms applicable to the product selected by Customer in conjunction with the Solution. In case of inconsistency, these Rapid Site Solution Terms shall prevail.

2. Definitions

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.

Rapid Site Equipment / Equipment	means the business grade equipment supplied comprising of a business grade 4G/5G WiFi Router, Antenna and cabling and any Other Peripherals or equipment as deemed necessary or as specified in the Statement of Requirements. In some instances, EE will install a box with internal fixings to mount some or all of these items. The equipment is not restricted to the following, but may comprise of some or all of the following items: <ul style="list-style-type: none">• business grade 4G/5G WiFi routers• EE SIM card installed into one of the routers,• 4-way power adapter, 0.5M Cat 5 cable that connects the 4G/5G WiFi routers,• 2 x antenna adapters that connect to the one of the routers,• an external 4G/5G antenna
Other Peripherals	means additional devices and access points that could be added to the Solution to upload and download information into and out of the Solution as detailed in any Order.

3. Rapid Site – the Solution

3.1	Services and Equipment	Customer will choose the Rapid Site Solution from the solution configuration options set out in the Solution Description. EE will: <ol style="list-style-type: none">1. install Equipment as set out in the Solution Description and maintain and support the Rapid Site Solution;2. provide the Customer with access to a helpdesk as set out in Paragraph 6 below;3. remotely monitor and endeavour to resolve issues with the Rapid Site Solution;4. provide Customer upon request with read-only access to a device portal, if applicable.
3.2	Installation Preference	As described in the Solution Description, where installation of the 5G Rapid Site Solution has been scheduled but proves unsuccessful on site due to inadequate 5G coverage the Customer's preferred option as captured in advance of install at the Statement of Requirements (SoR) capture phase will be implemented as far as reasonably possible. If a Customer fails to record a preference in advance, it will be assumed that 4G connectivity is wanted and Equipment will be deployed in the installation of a 4G version of the 5G Solution.
3.2	Risk and Title	All risks in the Rapid Site Equipment pass to the Customer on delivery. Title and property of the Rapid Site Equipment shall remain vested in EE or the appropriate third party and the Customer is hereby granted a licence to use any Rapid Site Equipment only for accessing the Solution during the term of this Agreement.



4. Customer Obligations

4.1	Customer obligations	<p>The Customer will (and where applicable, procure that its Users will):</p> <ol style="list-style-type: none"> 1. provide adequate and safe access to their site for the EE engineer to commence installation of the Solution; 2. ensure a Customer representative is available on the agreed install date to be available to the EE engineer should there be any issues; 3. complete any configuration requirements on their systems before the EE engineer arrives on site to complete the installation; 4. as part of the Equipment Plan under the SOR confirm any details or requirements for installing the Router/s and Antenna/s and where the Router/s/Antenna/s need to be physically installed onto existing infrastructure the Customer shall confirm acceptance of this in the SOR; 5. sign off that the Solution is in working order before the EE engineer leaves the site, this can be done by the Customer representative. 6. only use the Rapid Site Solution, or allow it to be used, in accordance with any instructions or authorisation EE may give and for the purpose for which it is designed; 7. where required, provide an equipment room for mounting the Installed Equipment; 8. where required, facilitate any site surveys and visits that might be required by EE or EE sub-contractor in advance of the Solution installation; 9. at its own expense provide electricity to each item of the Rapid Site Solution needing electricity, in accordance with specifications prescribed by EE from time to time; 10. ensure that a representative is on Customer site during any installation or decommission to provide sign off; 11. for the period during which the Customer fails to provide EE with at least one of the above means of access to the CPE router (i.e. no access path whatsoever available), any SLA agreed with the Customer for the Rapid Site Solution is null and void; 12. keep the Rapid Site Solution safe and without risk to health; 13. not move the Rapid Site Solution or any part of it from site(s) without EE written consent and the Customer will pay EE's costs and expenses reasonably incurred as a result of such move or relocation; 14. not make any alterations or attachments to, or otherwise interfere with, the Rapid Site Solution, nor permit any person (other than a person authorised by EE) to do so, without EE's prior written consent and, if EE gives its consent, agree that any alterations or attachments will become part of the Rapid Site Solution; 15. not sell, charge, assign, transfer or dispose of or part with possession of the Rapid Site Solution or any part of it; 16. not allow any encumbrance or security interest over the EE equipment, nor pledge the credit of EE for the repair of the Rapid Site Solution; 17. not claim to be owner of the Rapid Site Solution and ensure that the owner of the site(s) will not claim ownership of the Rapid Site Solution, even where the Rapid Site Solution is fixed to the site(s); 18. obtain appropriate insurance against any damage to or theft or loss of the Rapid Site Solution; 19. in addition to any other rights that EE may have, reimburse EE for any losses, costs or liabilities arising from your use or mis-use of the Rapid Site Solution or where the Rapid Site Solution is damaged, stolen, or lost, except where loss or damage to Rapid Site Solution is a result of fair wear and tear or caused by EE;
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5. Term and Termination

5.1	Minimum Connection Period	The Minimum Connection Period applies for the Rapid Site Solution as set out in the Commercial Terms or applicable Contract Change Note. The Minimum Connection Period is per Customer site and commences upon completion of installation at that site.
5.2	Termination	Subject to clause 5.3 the Customer can terminate the Solution by giving EE 30 days' written notice.
5.3	Termination Charges	<p>Customer shall pay EE the following Termination Charges in accordance with the Agreement upon early termination of this Solution:</p> <ol style="list-style-type: none"> 1. Customer shall pay EE the following Termination Charges (excluding VAT and on which VAT is not applicable) in accordance with the Agreement upon early termination of this Solution:

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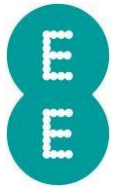
		2. Subscription Charges x number of months remaining in the Minimum Connection Period for each customer Solution - 5%
5.4	Consequences of Termination	On termination of this Solution EE may require the Customer to return all Rapid Site Equipment that it does not have title in to EE at its own expense. Any Rapid Site Equipment that is not returned, or if in EE's reasonable opinion is not returned in good working order, EE reserves the right to charge the Customer List Price for any such Equipment.
5.5	Individual Site Decommission	If the Customer no longer requires the Solution at a Customer Site, then it must give EE a minimum of 72 hours' notice to retrieve any Rapid Site Equipment.
5.6	Full Site Decommission	If the Customer no longer requires the Solution at any of its Sites, it shall notify EE in accordance with 5.2 (Termination).
5.7	Indemnity	In the event that under these Solution terms EE is required to recover Rapid Site Equipment from the Customer Premises and is unable to do so due to a reason outside of EE's reasonable control then (without prejudice to any other rights or remedies EE has against the Customer) the Customer shall indemnify EE in full for any loss EE incurs as a result.

6. Support for Rapid Site Solution

6.1	Support	Support for the Rapid Site Solution is set out in the Business Class Service for Large Business Customers Solution Description ("Standard Support"), with the terms and conditions set out at www.ee.co.uk/business/terms . For any Rapid Site Solutions with Enhanced Resilience, additional support is set out in the Rapid Site Solution Description.
6.2	Target Response Time ("TRT")	<ol style="list-style-type: none"> EE will use reasonable endeavours to rectify faults within the TRT specified in the Data VPN SLA set out in the Solution Description. TRT will be suspended while EE is awaiting the Customer's response or action or that of a Customer's supplier. EE will keep the Customer informed of any changes to the fault response timescales and TRT ends when EE reports the Solution is fully restored. Data VPN SLAs as set out in the Rapid Site Solution Description are only available with an EE Data VPN with Enhanced Resilience and provisioned with BT Leased Lines.
6.3	Contact details	The Customer's First Line Support contact details shall be set out in the Statement of Requirements and any changes to Customer details shall be promptly notified to EE in writing. Contact details for EE are set out in the Standard Support.

7. Charges

7.1	Site set-up Charge	There will be a one-off charge per Customer site based on the Customer's requirements. Site Set Up Charges will be invoiced on completion of each site set-up.
7.2	Monthly Equipment and Service Charge	Monthly Charges will be invoiced monthly in advance and shall commence from the point the Router is activated on each Customer site.
7.3	No Contribution to Minimum Spend	The Site Set Up Charges and Monthly Charges for this Solution will not contribute towards the Customer's Minimum Spend obligation unless stated otherwise in the Customer's Agreement.
7.4	Additional Charges	Additional charges may apply as set out in the Solution Description. These charges will be added to the monthly invoice.



8. Solution Restrictions

8.1	Insurance	Insurance propositions sold by or provided on behalf of EE, as described at www.ee.co.uk/business/terms , do not apply to this Solution.
8.3	Liability	As with any automated service, the Solution may malfunction due to factors beyond the reasonable control of EE or its Sub-contractors (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.) In these circumstances, EE cannot be held liable for the failure or malfunction of the Solution.

9. Confidentiality and Data Protection

9.1	Data Protection	<ol style="list-style-type: none">1. The Customer acknowledges and agrees that it is a Data Controller of any Personal Data processed by the Solution and that EE and/or its sub-contractor are authorised (and have sufficient User consent) to enable them to process such Personal Data in order to meet their obligations hereunder.2. The Customer acknowledges and accepts that EE's sub-contractors may contact the Customer Representative directly where necessary for the provision of the Solution for operational or emergency reasons and to provide support.3. The EE General Terms and Conditions for Business Customers and the GDPR Processing Annex at www.ee.co.uk/business/terms apply to the provision of this Solution.
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