

# Solution Terms for Mobile Secure Data Management (Wandera)



## 1. Interpretation

1.1 The Mobile Secure Data Management (Wandera) (referred to in these Solution Terms as the "**Solution**") is provided in accordance with the Agreement between the Customer and EE for the Solution.

1.2	Solution Description	The Mobile Secure Data Management (Wandera) Solution Description forms part of these Solution Terms.
1.3	Statement of Requirements	The parties must agree the Statement of Requirements prior to provision of this Solution by EE. This forms part of these Solution Terms.

## 2. Definitions

The definitions set out in the General Terms and Conditions for Business Customers apply to this Solution except where amended by these Solution Terms or the Solution Description.

Customer Data	Means all data, including all text, sound, or image files and software provided to EE or EE's licensors (or both) by the Customer or on the Customer's behalf through the Solution, and may include Personal Data.
Data Management Licensing Option	Means the Software licence that will provide the Customer with real time visibility of Users' data usage on their Devices and as more particularly described in Paragraph 1.5.1 of the Solution Description.
Data and Security Management Licensing Option	Means the Software licence that will provide the Customer with protection against mobile threats and as more particularly described in Paragraph 1.5.2 of the Solution Description.
Device Application Software	Means the Supplier software that the Customer installs on the Devices.
Installation Charges	Means the Charges for installation of the Solution as set out in the Solution Commitments or Solution Terms.
Licensing Option	Means the Data Management Licensing Option and the Data and Security Management Licensing Option.
Network Operator	Means any mobile communications system network operator which provides wireless or mobile voice and data services to the Customer and Users.
Professional Service Charges	Means the Charges for any additional management, set-up or configuration of the Solution as set out in the Initial Order.
Radar Portal	Means the management portal that the Customer will access through a web browser and that manages the Device Application Software.
Supplier	Means Wandera Limited (Company No. 07998183) with a registered address at 45 Mortimer Street, London W1W 8HJ.
Technical Help Desk	Means the EE helpdesk to which the Customer can report incidents and ask questions about the Solution.

## 3. Mobile Secure Data Management – the Solution

3.1	Solution	EE will provide the Customer with: (a) the Device Application Software; (b) Licensing Options; (c) Radar Portal; and (d) access to a Technical Help Desk, as more particularly described in the Solution Description.
3.2	Licensing Options	The Customer will order a Licensing Option for every Device to be used with the Solution. The Customer will order and maintain a minimum of 10 Licensing Options for the duration of the Agreement.
3.3	Solution Requirements	For EE to provide the Solution, the Customer will have in place throughout the duration of the Minimum Connection Period: (a) for Radar Portal, an internet connection; and



		<p>(b) a mobile data connection and valid contract with a Network Operator for the provision of mobile phone and data services.</p> <p>If EE provides the Customer with any Services other than this Solution, these Solution Terms will not apply to those Services and those Services will be governed by their own separate terms.</p>
3.4	End User Licensed Software	<p>EE will only provide the Solution if the Customer has entered into an end user licence agreement with the Supplier in the form set out at <a href="https://www.wandera.com/end-user-agreement">https://www.wandera.com/end-user-agreement</a> as may be amended or supplemented from time to time by the Supplier (“EULA”).</p> <p>The Customer will observe and comply with the EULA for all any use of the Software.</p> <p>If the Customer does not comply with the EULA, EE may restrict or suspend the Solution upon reasonable Notice, and:</p> <ul style="list-style-type: none"> <li>(a) the Customer will continue to pay the Charges for the Solution until the end of the Minimum Agreement Term; and</li> <li>(b) EE may charge a re-installation fee to re-start the Solution.</li> </ul> <p>The Customer will enter into the EULA for their own benefit and the rights, obligations, acknowledgements, undertakings, warranties and indemnities granted in accordance with the EULA are between the Customer and the Supplier and the Customer will deal with the Supplier with respect to any loss or damage suffered and any such loss or damage will not be enforceable against EE.</p> <p>Where the EULA is presented in a ‘click to accept’ function and the Customer requires EE to configure or install Software on the Customer’s behalf, EE will do so as the Customer’s agent and bind the Customer to the EULA.</p>

## 4. Charges

4.1	Invoicing	<p>In addition to any Charges detailed in the Commercial Terms, EE will invoice the Customer the:</p> <ul style="list-style-type: none"> <li>(a) Subscription Charges monthly in advance for the relevant month and for any period where the Solution is provided for less than one month, the Subscription Charges will be calculated on a daily basis;</li> <li>(b) Installation Charges; and</li> <li>(c) Professional Service Charges.</li> </ul>
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## 5. Customer Obligations

5.1	Customer obligations	<p>The Customer will:</p> <ul style="list-style-type: none"> <li>(a) appoint a Customer Representative for the Solution and will notify details of the Customer Representative to EE in writing on or before the Service Commencement Date with any Changes promptly notified to EE in writing;</li> <li>(b) complete any preparation activities that EE may request to enable the Customer to receive the Solution promptly and in accordance with any reasonable timescales;</li> <li>(c) be responsible for the configuration and relevant technical infrastructure required to direct traffic through the Solution;</li> <li>(d) monitor and maintain any Customer Equipment connected to the Solution or used in connection with the Solution;</li> <li>(e) ensure that any Customer Equipment that is connected to the Solution or that the Customer uses, directly or indirectly, in relation to the Solution is: <ul style="list-style-type: none"> <li>(i) adequately protected against viruses and other breaches of security;</li> <li>(ii) technically compatible with the Solution and will not harm or damage Equipment, the Network, or any of EE’s suppliers’ or subcontractors’ network or equipment; and</li> <li>(iii) approved and used in accordance with relevant instructions, standards and Applicable Law and any safety and security procedures applicable to the use of that Customer Equipment;</li> </ul> </li> </ul>
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		<ul style="list-style-type: none"> <li>(f) immediately disconnect any Customer Equipment, or advise EE to do so at the Customer's expense, where Customer Equipment does not meet any relevant instructions, standards or Applicable Law;</li> <li>(g) distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the Solution;</li> <li>(h) maintain a written list of current Users and provide a copy of such list to EE within five Working Days following EE's written request at any time;</li> <li>(i) ensure the security and proper use of all valid User access profiles, passwords and other systems administration information used in connection with the Solution and:             <ul style="list-style-type: none"> <li>(i) immediately terminate access for any person who is no longer a User;</li> <li>(ii) inform EE immediately if a User's ID or password has, or is likely to, become known to an unauthorised person, or is being or may be used in an unauthorised way;</li> <li>(iii) take all reasonable steps to prevent unauthorised access to the Solution;</li> <li>(iv) satisfy EE's security checks if a password is lost or forgotten; and</li> <li>(v) change any or all passwords or other systems administration information used in connection with the Solution if EE requests the Customer to do so in order to ensure the security or integrity of the Solution.</li> </ul> </li> <li>(j) not allow any User specific subscription to be used by more than one individual User unless it has been reassigned in its entirety to another individual User, in which case the Customer will ensure the prior User will no longer have any right to access or use the Solution;</li> <li>(k) comply and ensure that the Customer's Users comply with all Applicable Laws, terms of use or other policies and codes applicable to use of the internet or the service provided by any Network Operator;</li> <li>(l) obtain all the necessary consents from the Customer's Users for EE to be able to provide the Solution; and</li> <li>(m) provide log files, configuration files, error messages and any other information that is required to understand and resolve any Incident.</li> </ul>
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## 6. Term and Termination

6.1	Solution Minimum Connection Period	The Solution Commitments or Commercial Terms will set out a Solution Minimum Connection Period for the Solution which will start on the Service Commencement Date.
6.2	Expiry of Solution Minimum Connection Period	<p>Unless either the Customer or EE give at least 30 days' written notice that they wish to terminate the Solution before the end of the Solution Minimum Connection Period, on expiry of the Solution Minimum Connection Period, EE will continue to provide the Solution to the Customer in accordance with these Solution Terms.</p> <p>If the Customer or EE gives notice to terminate the Solution, EE will cease providing the Customer with the Solution on expiry of 30 days following receipt of the notice to terminate.</p>
6.3	Termination of End User Licence Agreement	If the End User Licence Agreement is terminated, this Solution will terminate.
6.6	Termination Charges	If the Customer terminates the Solution within the Solution Minimum Connection Period, the Customer will pay EE Termination Charges in accordance with the Agreement, 100% of the Subscription Charges for any remaining months of the Solution Minimum Connection Period.

## 7. Technical Support

7.2	Contact details	<p>EE will provide the Customer with access to a Technical Help Desk which will trouble-shoot and assist with issues with the Solution.</p> <p>The Technical Help Desk is available during the hours of 8am to 6pm Monday to Friday, excluding all public and bank holidays.</p> <p>Only the Customer Representative is permitted to contact the Technical Help Desk.</p>
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## 8. Confidentiality and Data Protection



8.1	Customer Data	<p>The Customer or Users will be solely responsible for the quality, accuracy, integrity, legality, appropriateness and intellectual property ownership or right to use of all Customer Data.</p> <p>The Customer will grant (or will procure the grant) to EE and the Supplier a royalty-free, non-exclusive licence for the term of this Agreement to use the Customer Data to the extent necessary to deliver the Solution and perform EE's obligations under this Agreement.</p> <p>By submitting and sending Customer Data through the Solution, the Customer grants to EE and the Supplier permission to process and transmit the Customer Data as necessary to deliver the Solution and perform EE's obligations under the Contract.</p> <p>In order to deliver the Solution, EE or the Supplier may need to modify the Customer Data as necessary for technical reasons including to:</p> <ul style="list-style-type: none"> <li>(a) reduce image resolution;</li> <li>(b) reduce video resolution;</li> <li>(c) block traffic; and</li> <li>(d) optimise text-based payloads.</li> </ul> <p>The Supplier and EE will have the right to use or act upon any suggestions, ideas, enhancement requests, feedback, recommendations or other information that the Customer or other third party provides about the Solution.</p>
8.2	Customer Data Liability	<p>The Customer will indemnify EE against all Claims, losses, costs and liabilities brought by any third parties (including the Customer's employees, workers or contractors) against EE arising out of EE's use of Customer Data in accordance with Paragraph 8.1.</p>
8.4	Third Party Suppliers	<p>In providing the Solution, EE and/ or its third party supplier may have access to Customer's and/or Users' Personal Data for which the Customer is the Data Controller and EE will ensure that it and the Supplier will:</p> <ul style="list-style-type: none"> <li>(a) observe the confidential nature of the Personal Data on terms that are no less onerous than those that apply to EE under the Agreement or Solution;</li> <li>(b) process the 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 the Personal Data.</li> </ul>
8.5	Privacy Laws	<p>The Customer will at all times comply with all Data Protection Legislation.</p>

## 9. General Terms

9.1	Restrictions	<ul style="list-style-type: none"> <li>(a) 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 this Solution.</li> <li>(b) EE will not have any liability to the Customer or any User for any data usage or telecom charges that the Customer may incur from a Network Operator while using the Solution.</li> <li>(c) EE does not make any representations, whether express or implied, that the Solution will prevent or detect all threats or unauthorized actions.</li> <li>(d) EE has no responsibility for storing or backing up the Customer's or any User's data that passes through EE's or any of EE's subcontractors' or suppliers' servers.</li> </ul>
9.2	Emergency Calls	<p>Emergency services cannot be accessed using the Solution and EE accepts no responsibility whatsoever for the handling of emergency calls.</p>
9.3	Licence	<p>EE grants the Customer a limited, revocable, non-exclusive, non-sub licensable, non-transferrable licence to use the Solution for the Customer's own internal business purposes and in accordance with these Solution Terms.</p>
9.4	Liability	<p>As with any automated service, the Solution may malfunction due to factors beyond the reasonable control of EE or the Supplier (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 will have no liability to the Customer in these circumstances.</p>
9.5	Limitation of Liability	<p>Clause 22.2(a) of the General Terms and Conditions for Business Customers is deleted and replaced with the following:</p>



		‘the total liability of each party under or arising in connection with this Agreement in contract, tort (including negligence), breach of statutory duty or otherwise, will be limited to the greater of £2,000,000 or 125% of the Charges paid or payable by the Customer under this Agreement;’
9.6	Events outside of the parties reasonable control	<p>Clause 29.5 of the General Terms and Conditions for Business Customers is deleted and replaced with the following:</p> <p>‘neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control. In such circumstances, the affected party shall be entitled to a reasonable extension of the time for performing such obligations, provided that if the period of delay or non-performance continues for 28 days, either party may terminate this Agreement on 14 days’ written notice to the other;’</p>
9.7	Third Party Content	<p>By using the Solution, the Customer and Users may access Content, products and services provided by third parties. EE and the Supplier do not control these third parties or their links, and EE and the Supplier are not responsible for the Content or practices of any third party.</p> <p>The Customer will refer to the policies posted by third parties on their websites regarding privacy and other topics before the Customer or Users use them. If the Customer chooses to purchase any products or services from a third party, the Customer’s relationship is directly with the third party. The Customer agrees that neither EE nor the Supplier is responsible or liable for any loss or damage whatsoever which the Customer or any User may incur from dealing with any third party.</p>