



5G Rapid Site Trial Service Schedule to the Trial General Terms

A note on 'you'

'You' and 'your' mean the Customer.

Words defined in the Trial General Terms

Words that are capitalised but have not been defined in this Schedule have the meanings given to them in the Trial General Terms.

1. Trial Service Summary

EE will provide you with access to a free of charge service designed to increase the speed of your existing data connectivity by using our managed 5G data connectivity & asset management service ("**5G Rapid Site**") that enables a new remote work location to be up and running quickly by connecting the site's IT to the outside world without the delays and hassle of co-ordinating multiple suppliers, equipment set up and the multi-week/month installation lead times of a fixed broadband connection. The trial will be on a limited trial basis, comprising the Trial Service Components up to the point of Trial Service Management Boundary as set out in Paragraph 3 ("**Trial Service**").

2. Trial Service Components

EE will provide you with the following Trial Service Components:

2.1 Survey and Site planning

Remote coverage survey and capture of customer requirements.

2.2 Installation and decommissioning of the Business grade Rapid Site Equipment.

Supply and installation of:

2.2.1 Business grade equipment ("Rapid Site Equipment"),

2.2.2 Other Peripherals

2.3 5G Rapid Site connectivity

access to the 5G Rapid Site data connectivity via Wifi or ethernet.

2.4 Equipment services

Provision of a managed support service of the Rapid Site Equipment comprising of the following elements:

2.3.1 Asset Management

3.3.2 Remote Device Management



3. Trial Service Management Boundary

- 3.1 EE will provide and manage the Trial Service as set out in in this Schedule up to the point where the 5G Rapid Site is installed on the Site.
- 3.2 EE will have no responsibility for the Trial Service outside the Trial Service Management Boundary.
- 3.3 EE does not make any representations, whether express or implied, about whether the Trial Service will operate in combination with any Content, Customer Equipment or other equipment and software.
- 3.4 EE does not guarantee that the Trial Service will be provided without errors or uninterrupted or that EE will correct all errors.

4. Use of Rapid Site Equipment

- 4.1 All risks in the Rapid Site Equipment pass to the Customer on delivery.
- 4.2 Title and property in 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 Trial Services during the term of this Agreement on the following conditions:-
 - 4.2.1 Keep the Rapid Site Equipment safe and without risk to health;
 - 4.2.2 only use the Rapid Site Equipment, 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;
 - 4.2.3 not move the Rapid Site Equipment or any part of it from site(s) without EE written consent and you will pay EE's costs and expenses reasonably incurred as a result of such move or relocation;
 - 4.2.4 not make any alterations or attachments to, or otherwise interfere with, the Rapid Site Equipment, 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 Equipment;
 - 4.2.5 not sell, charge, assign, transfer or dispose of or part with possession of the Rapid Site Equipment or any part of it;
 - 4.2.6 not allow any encumbrance or security interest over the EE equipment, nor pledge the credit of EE for the repair of the Rapid Site Equipment;
 - 4.2.7 not claim to be owner of the Rapid Site Equipment and ensure that the owner of the site(s) will not claim ownership of the Rapid Site Equipment, even where the Rapid Site Equipment is fixed to the sites(s);
 - 4.2.8 obtain appropriate insurance against any damage to or theft or loss of the Rapid Site Equipment;
 - 4.2.9 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 Equipment or where the Rapid Site Equipment is damaged, stolen, or lost, except where loss or damage to Rapid Site Equipment is a result of fair wear and tear or caused by EE;



- 4.2.10 ensure that the Rapid Site Equipment appears in EE's name in your accounting books;
- 4.2.11 where there is a threatened seizure of the Rapid Site Equipment, or an Insolvency Event applies to you, immediately provide EE with Notice so that EE may act to repossess the Rapid Site Equipment;
- 4.2.12 notify any interested third parties that EE owns the Rapid Site Equipment; and
- 4.2.13 not remove or interfere with any identification marks or plates, serial or registration numbers, sign-writing or lettering affixed to the Rapid Site Equipment nor permit any person to do so without EE's prior written consent.

5. Specific Terms

5.1 Trial Period

- 5.1.1 EE will provide you with the Trial Service from the Effective Date and the Trial Service will end on 29th November 2019 ("Trial Period").
- 5.1.2 Either of us may, at any time before the end of the Trial Period, request an extension to the Trial Period.
- 5.1.3 Any extension to the Trial Period will be agreed in writing between the both of us and will be governed by the terms of the Contract.
- 5.1.4 EE does not make any representations, whether express or implied, that it will make the Trial Service commercially available at the end of the Trial Period.

5.2 Termination for Cause

For the purposes of the Trial General Terms, either of us may terminate the Trial Service automatically by giving Notice to the other if the other commits a material breach and fails to remedy it within seven days from the date of Notice of the breach.

5.3 Access to Emergency Services

EE will not provide the ability for Users to call the emergency services by dialling "999" or "112" and you will make alternative arrangements for Users, including the maintenance of a fixed telephone number.

5.4 Termination Charges

- 5.4.1 If you terminate the Trial Contract for convenience in accordance with the Trial General Terms, we will make appropriate arrangements (e.g. access to site) for our engineers to retrieve the kit within 14 days of the trial service being terminated. If we cannot gain access to your premises and you do not return any Rapid Site Equipment, you will pay the market price for the Rapid Site Equipment.
- 5.4.2 A Charge will apply where you do not return any Rapid Site Equipment to EE at the end of the Trial Period.



5.5 Feedback and Results

- 5.5.1 EE may act upon and use any Feedback and results from the Trial Service and to that extent the Feedback and results will not be considered as Confidential Information, even if you mark it is “Confidential Information”.
- 5.5.2 EE or its licensors will own and retain all Intellectual Property Rights created in any Feedback (including development, improvements and variations to any Feedback).
- 5.5.3 EE will not make the results of the Trial Service available to you or any third party (without the express written permission from you).

6 EE’s Obligations

6.1 Service Delivery

Before the Trial Service Start Date and, where applicable, throughout the provision of the Trial Service, EE:

- 6.1.1 will comply with all reasonable health and safety rules and regulations and reasonable security requirements that apply at the Site(s) and have been notified to EE in writing, but EE will not be liable if, as a result of any such compliance, EE is in breach of any of EE’s obligations under this Contract; and
- 6.1.2 will provide you with an estimated date to deliver the Trial Service and will use reasonable endeavours to meet any estimated dates.

6.2 The End of the Service

On expiry or termination of the Trial Service by either of us, EE:

- 6.2.1 will disconnect and remove any Rapid Site Equipment located at the Site(s).

7 Your Obligations

7.1 Service Delivery

Before the Trial Service Start Date and, where applicable, throughout the provision of the Trial Service, you will:

- 7.1.1 provide EE with the names and contact details of the Customer Contact, but EE may also accept instructions from a person who EE reasonably believes is acting with your authority;
- 7.1.2 provide EE with any information reasonably required without undue delay;
- 7.1.3 provide EE with unimpeded access to any Site(s) during Business Hours, or as otherwise agreed, to enable EE to set up, deliver and manage the Trial Service;
- 7.1.4 provide EE with Notice of any health and safety rules and regulations and security requirements that apply at the Site(s);
- 7.1.5 complete any preparation activities that EE may request to enable you to receive the Trial Service promptly and in accordance with any reasonable timescales;
- 7.1.6 ensure that the LAN protocols and applications you use will be compatible with the Service;



- 7.1.7 prepare and maintain the Site(s) for the installation of EE Equipment and supply of the Trial Service, including
 - a) provide a suitable and safe operational environment for any Rapid Site Equipment;
 - b) take up or remove any fitted or fixed floor coverings, ceiling tiles and partition covers or provide any openings in buildings required to connect Rapid Site Equipment;
 - c) carry out any work that may be required after installation to make good any cosmetic damage caused during the installation; and
 - d) provide a secure, continuous power supply at the site(s) for the operation and maintenance of the Trial Service.

8 During Operation

- 8.1 On and from the Trial Service Start Date, you will:
 - 8.1.1 monitor and maintain any Customer Equipment connected to or used in connection to the Trial Service;
 - 8.1.2 ensure that any Customer Equipment that is connected to the Trial Service or that you use, directly or indirectly, in relation to the Trial Service is approved and used in accordance with relevant instructions, standards and Applicable Law and safety and security procedures applicable to the use of that equipment;
 - 8.1.3 immediately disconnect any Customer Equipment, or advise EE to do so at your expense, where Customer Equipment does not meet any relevant instructions, standards, Applicable Law or puts you in breach of BT's Acceptable Use Policy;
 - 8.1.4 Not use the Trial Service or Software for the benefit of any third party (including timesharing and service bureau use), nor permit any person to do so;
 - 8.1.5 not disclose the results of any benchmark tests or performance tests of the Trial Service to any third party without EE's prior written consent;
 - 8.1.6 not perform or disclose any information in relation to the security testing of the Trial Service or associated infrastructure including network discovery, port and service identification, vulnerability scanning, password cracking, remote access testing, or penetration testing;
 - 8.1.7 be responsible for duplicating and storing Content you wish to keep on other devices not connected with the Trial Service;
 - 8.1.8 contact your Trial Manager for all questions or issues in relation to the Trial Service and not the EE service desk provided under your existing EE service;
 - 8.1.9 provide EE with any information that EE may reasonably require to evaluate the Trial Service including:
 - 8.1.10 completing any questionnaires or other documents EE may send you concerning the Trial service
 - 8.1.11 participating in interviews and discussions groups; and
 - 8.1.12 providing feedback to EE.

9 The End of the Trial Service

- 9.1 On expiry or termination of the Trial Service by either of us, you will:



- 9.1.1 provide EE with all reasonable assistance necessary to remove Rapid Site Equipment from the Site(s);
- 9.1.2 disconnect any Customer Equipment from Rapid Site Equipment located at the Site(s);
- 9.1.3 not dispose of or use Rapid Site Equipment other than in accordance with EE's written instructions or authorisation;

10. Defined Terms

In addition to the defined terms in the Trial General Terms, capitalised terms in this Schedule will have the below meanings (and in the case of conflict between these defined terms and the defined terms in the Trial General Terms, these defined terms will take precedence for the purposes of this Schedule).

“Asset Management” means the management of the Rapid Site Equipment by EE to include:-

- storage of equipment (routers, aerials, high gain antennas, low loss antenna cabling, access points and WiFi antennae) for rapid deployment, to provide a seamless service when a Customer requires a new deployment or a replacement in the event of an equipment failure; and
- maintenance of detailed equipment deployment records including updates if equipment is moved

“Antenna” means the WMM8G-7-27 antenna. This is a high directional gain 2x2 MiMo signal boosting antenna for 2G, 3G, 4G and 5G networks. Incorporating two separately fed wideband elements in a single housing the WMM8G-7-27 is equipped to provide client side MiMo and diversity support 2G, 3G, 4G and 5G networks.

“Customer Contact” means any individuals authorised to act on your behalf for Trial Service management matters.

“Customer Equipment” means any equipment including any Purchased Equipment and any software, other than BT Equipment, used by you in connection with the Trial Service.

“EE Network” means 4G and 5G cellular coverage provided by EE Limited.

“Feedback” means any input, including suggestions, ideas, comments, feedback, recommendations or other information provided by you, including but not limited to usability, bug reports, enhancement requests and test results, based on your evaluation and testing of the Trial Service or other BT's products and services.

“Other Peripherals” means additional devices and access points that could be added to the Trial Service to upload and download information into and out of the Trial Service as detailed in any Order.

“Rapid Site” has the meaning given in Paragraph 1.

“Rapid Site Equipment” means the business grade equipment supplied as part of the Service comprising a box with all the internal fixings to mount all the items below;

- Huawei 5G CPE Pro Router with PSU with a CradlePoint Router IBR900LP6 or LP11 with PSU



- EE SIM card installed in the Huawei Router,
- 4-way Power Adapter, 0.5M Cat 5 cable that connects the Huawei and CradlePoint Routers,
- 2 x Antenna adapters that connect to the Huawei Router and the external antenna
- Antenna

“Remote Device Management” means the investigation and resolution of issues via:-

- remote diagnostic capability to investigate and resolve possible issues remotely,
- remote configuration by EE where EE remotely makes changes to the router whether at your request or to apply necessary firmware, security updates and patching support.

“Router” means the Huawei 5G CPE Pro with PSU with a CradlePoint Router IBR900LP6 or LP11 device.

“Service Management Boundary” has the meaning given in Paragraph 3.1.

“Service Desk” means the helpdesk that you will be able to contact to submit report Incidents and ask questions about the Trial Service.

“Trial General Terms” means the Trial General Terms that this Schedule is attached to, or where not attached to this Schedule, can be found at <https://ee.co.uk/business/small/help/terms-and-conditions/business-terms-and-conditions/> and form part of the Contract.

“Trial Period” has the meaning given to it in Paragraph 6.1.

“Trial Service” has the meaning given to it in Paragraph 1.

“Trial Service Components” has the meaning given in Paragraph 2