

# Solution Terms for Wi-Fi Marketing from EE In Partnership with WiForia



## 1. Interpretation

1.1 The Wi-Fi Marketing from EE Solution (referred to in these Solution Terms as "Wi-Fi Marketing from EE" or the "**Solution**") is provided in accordance with the Customer's Agreement with EE.

1.2	Solution Description	The Wi-Fi Marketing from EE Solution Description forms part of these Solution Terms.
1.3	Statement of Requirements	The parties must agree the Wi-Fi Marketing from EE Statement of Requirements prior to provision of this Solution by EE. This forms part of these Solution Terms.
1.4	Eligibility	At this stage, the Solution is only available to Customers with retail stores.

## 2. Definitions

The 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.

Acceptance Tests	Means the tests to be successfully completed for the SaaS Solution by EE and the Customer, as described in the Statement of Requirements / Configuration Spreadsheet.
Additional Solution Services	Additional solution services as set out in a Statement of Requirements including (without limitation) Configuration Services, Retail Consultancy Services, and Additional Modules (as described in the Solution Description).
Configuration Services	The configuration and related work set out in a Statement of Requirements to configure the SaaS Solution so that it conforms with the Statement of Requirements and the Solution Description.
Content	Any material, including images, text, video and audio, (i) created or supplied by or on behalf of the Customer.
Module	A component part of the Platform made available to the Customer for the provision of SaaS Solution as defined in the Statement of Requirements.
Platform	The marketing platform licensed to the Customer for the purpose of providing the SaaS Solution.
Retail Consultancy Services	Strategic retail consultancy and execution as set out in a Statement of Requirements.
SaaS Solution	The WiForia Software as a Service Solution as described in the Solution Description, including the Platform and Modules.
Solution Minimum Connection Period	The period for which the Customer must retain this Solution, as specified in the Customer's Agreement or a Contract Change Note
Specification	The functionality and performance specification for the SaaS Solution as set out in the Solution Description, a Statement of Requirements and any documentation provided to the Customer by WiForia.
WiForia	WiForia Limited, of 11 Charlotte Mews, London W1T 4EQ, registration in England and Wales under company number 08874746

## 3. Wi-Fi Marketing from EE – the Solution

3.1	Configuration Services	EE shall provide the Configuration Services detailed in the Statement of Requirements to enable the Customer to access the Solution. Acceptance Tests must be conducted within 14 days of the Configuration Services being completed. When the Acceptance Tests have been passed to the satisfaction of EE and the Customer (not to be unreasonably withheld or delayed), the Minimum Solution Period will commence. If Acceptance Tests are not conducted within 14 days of completing the
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		Configuration Services the Minimum Solution Period will automatically commence.
3.2	Licence	EE will provide access to the SaaS Solution for the benefit of the Customer for the duration of this Solution, and hereby grants a non-transferable, non-exclusive licence for the duration of this Solution to the Customer to use the SaaS Solution to the extent necessary to receive the benefit of the Solution.
3.3	End User Licensed Software	The software supplied under this Solution is End User Licensed Software the current terms for which are set out in Annex 2 of the Solution Description.
3.4	Warranty	In the event that the Solution fails to perform in accordance with the Applicable Specifications then EE will, at its option re-perform any Configuration Services and/or deliver additional Configuration Services to ensure that the solution performs with the applicable Specification.

## 4. Customer Obligations

4.1	Customer obligations	The Customer shall (and shall procure that its Users shall): <ol style="list-style-type: none"> <li>Not attempt to copy, duplicate, modify, create derivative works from or distribute all or any portion of the Platform or Modules except to the extent expressly set out in these Solution Terms or the End User Licence Agreement set out in the Solution Description, or as may be allowed by applicable law which is incapable of exclusion by agreement between the parties;</li> <li>Not attempt to reverse compile; disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Platform or Modules, except as may be allowed by applicable law which is incapable of exclusion by agreement between the parties; or</li> <li>Only use the Platform for its own business purposes and not permit any third-party (other than Affiliates of the Customer) to access or benefit from the Platform, unless otherwise agreed in writing by EE.</li> </ol>
4.3	Configuration Spreadsheet	The Customer may be required to assist EE in the completion of a configuration spreadsheet for this Solution. This spreadsheet does not form part of the Customer's Agreement with EE.
4.4	Customer Representative	The Customer must notify the identity of its Customer Representative to EE in writing on or before the Service Commencement Date. Changes shall be promptly notified to EE in writing.
4.5	Access to Customer's Systems	Customer shall provide EE with access to its facilities and systems as may reasonably be required to enable EE to provide the Solution, except in the case of emergency, during the Customer's standard office hours. Such access will be subject to compliance with the Customer's security requirements and any encryption requirements set out in the Statement of Requirements.

## 5. Term and Termination

5.1	Solution Minimum Connection Period	A Minimum Connection Period applies to this Solution as set out in the Commercial Terms or applicable Contract Change Note. This Minimum Connection Period applies to the Solution as a whole rather than to individual venues.
5.2	Suspension	Where EE becomes aware of unauthorised or inappropriate use of the SaaS Solution, EE reserves the right to deny access to the SaaS Solution to the Customer or any User by blocking the IP address where the unauthorised or inappropriate access originated. EE shall use reasonable endeavours to notify the Customer in advance of any such suspension, but shall have no liability to the Customer arising from a suspension, whether notice is given or not.
5.3	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 in accordance with the Agreement upon early termination of this Solution:</b> <i>number of months remaining in Solution Minimum Connection Period x monthly licence fee.</i>



## 6. Technical Support

6.1	Eligibility for Support	Technical support for this Solution will be provided by WiForia as set out in the Solution Description.
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## 7. Confidentiality and Data Protection

7.1	Data Protection	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 third party supplier(s) are authorised (and have sufficient End User consent) to enable them to process such Personal Data in order to meet its obligation hereunder.
7.2	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 its third party supplier shall:</p> <ol 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 only for the purposes of providing the Solution to the Customer;</li> <li>c. apply appropriate technical and organisational measures to safeguard against any unauthorised access, loss, destruction of or damage to such Personal Data.</li> </ol>
7.3	Privacy Laws	The Customer warrants that it will at all times comply with all Data Protection Legislation.

## 8. Solution Restrictions and Limitation of Liability

8.1	Restrictions	<ol 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 reserves the right to charge for additional site visits, if incomplete or inaccurate information provided by the Customer in the Statement of Requirements or the Configuration Spreadsheet is the cause of an installation not being completed within the allotted time, or if the Customer unreasonably refuses access to enable EE to carry installation of the Solution at the scheduled time.</li> </ol>
8.2	Liability	<p>The Customer acknowledges and agrees that:</p> <ol style="list-style-type: none"> <li>(a) EE is not and cannot be aware of the extent of any potential losses resulting from any failure by EE to discharge its obligations under this Agreement;</li> <li>(b) The Platform has not been prepared to meet the Customer's individual requirements and cannot be tested in every operating environment so as to produce software which is error free or operates without interruption; and</li> <li>(c) It is the Customer's sole responsibility to ensure the Platform's facilities and functions meet the Customer's requirements.</li> </ol>