

Solution Terms for Secure Mobility (formerly known as Secure Mobility from Orange)



1. Interpretation

1.1 The Secure Mobility Solution (referred to in these Solution Terms as "**Secure Mobility**" or the "**Solution**") is provided in accordance with the Customer's Agreement with EE.

1.2	Solution Description	The Secure Mobility Solution Description forms part of these Solution Terms.
1.3	Statement of Requirements	The parties must agree the Secure Mobility Statement of Requirements prior to provision of this Solution by EE. This document form part of these Solution Terms.
1.4	Additional Solution Documentation	The following documents apply to this Solution: a. the Data VPN Solution Terms (including the Data VPN Solution Description), to the extent applicable to the Data VPN option that applies to the Customer under this Solution as described in the Secure Mobility Solution Description; and b. the Mobile Device Management Solution Description. In case of inconsistency the Secure Mobility Solution Terms shall prevail.

2. Definitions

Client Software	means the End User Licensed Software (as indicated in the Initial Order or applicable Contract Change Note) provided by EE under this Solution which is installed by or on behalf of the Customer on Managed Devices.
Compatible Device	Means the compatible device for use with this Solution a list of which can be obtained from EE on request.
Customer Applications	Means the Customer's own compatible software applications that it installs on Managed Devices.
Data VPN	A managed infrastructure which provides a dedicated data connection of a defined bandwidth between EE and the Customer's network providing secure data access for mobile users and which is one of the constituent elements of Secure Mobility. Data VPN was formerly known as Data VPN from Orange.
Device Management Software	Means the End User Licensed Software comprising of the Virtual Smartphone Platform (VSP) software and the Sentry software (as described in the MDM Solution Description) provided by EE under this Solution.
Digital Distribution Frame (DDF)	Equipment or Customer Equipment on the Customer premises which may be used to physically connect the cable(s) from the NTE with those from the Installed Equipment.
EE Network Termination Point	Physical point at Customer premises where responsibility and liability for support and maintenance of Leased Line passes from EE to Customer, i.e. where NTE and/or Installed Equipment meet Customer's Voice and/or Data SCP.
End User	Means an individual that uses the Solution.
Equipment Room	A secure physical environment that complies with the requirements in the Data VPN Solution Description where EE can install and maintain the Installed Equipment (and any other reasonable requirements EE may advise of from time to time).
Indirect Access Code (IA Code)	Method using BT's infrastructure from Customer premises to the exchange to access Service by dialling IA Code (five digit prefix number).
Leased Line	A point to point transmission link which delivers a fixed, symmetric bandwidth between its two end points. Each end of the leased line terminates on NTE, which supports one or more standard interfaces to which a user may connect. Title to the leased line does not pass to the Customer or the user, but instead remains with the wholesale supplier.
Managed Device	Means a Device managed using the Device Management Software.
Mobile Device Management (MDM)	The Solution described in the Mobile Device Management Solution Description. Mobile Device Management was formerly known as Mobile Device Management from Orange.
Network Terminating Equipment (NTE)	The equipment which is attached to each end of a Leased Line, and which converts the a bi-directions stream of information, as presented on a standard interface by the user, into the physical format necessary for transmission over the physical medium to the other end of the Leased Line.

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Private Branch Exchange (PBX)	Customer's internal telecommunication equipment.
Solution Minimum Connection Period	The minimum period the Customer commits to receive each Licence Bundle as set out in the Initial Order or applicable Contract Change Note calculated from the date that the Licence Bundle is supplied to the Customer.
Secure Mobility	A mobile security and management package for the business customer utilising elements of 2 of EE's existing solutions, Management Device Management (MDM) and Data VPN.
Service Connection Point (SCP)	Customer's LAN equipment (Data SCP) and/or PBX (Voice SCP) connecting to the EE Network Termination Point to enable provision of Solution to Customer premises.
Standard Support	Standard Support Service for Large Business Customers the terms and conditions for which are set out in the EE Large Business Price Guide available on request from EE or at www.ee.co.uk/business/terms .
Third Party Services	means: (i) operator lookup; (ii) cell tower location lookup; (iii) text delivery (aggregator); (iv) phone image lookup; (v) Apple push notification; (vi) Google's Android push notification; and (vii) map lookup, along with such other services as may be notified to the Customer from time to time.

3. Secure Mobility - the Solution

3.1	Installed Equipment	The Equipment supplied under this Solution is Installed Equipment as defined in the Agreement.
3.2	End User Licensed Software	In installing and using the Device Management Software and Client Software the Customer agrees to the terms set out in the MobileIron End User Licensed Software Agreement, a copy of which is at Annex 2 of the MDM Solution Description.
3.4	Solution Requirements	<p>The Customer may be required to purchase a Leased Line from EE or it may use a Leased Line from an existing supplier.</p> <p>The Customer shall supply and maintain the following, at its own cost, for the duration of the Solution in order to receive the Solution:</p> <ol style="list-style-type: none"> Dedicated PSTN dial-in connection to connect to Installed Equipment for EE's exclusive use at the time of installation and for the duration of the Service; Internet connection for the duration of the Service where Secure Mobility Services are connected via internet; and Equipment Room for mounting the Installed Equipment. <p>Provision of this Solution is subject to EE reviewing the completed Statement of Requirements and being satisfied that the Customer Equipment complies with the technical requirements for operation of this Solution.</p>
3.6	Access to Third Party Services	Where the Device Management Software supports access to Third Party Services, EE may vary the range of Third Party Services available, either by withdrawing named Third Party Services or by adding a Third Party Service. Where a Third Party Service is withdrawn, EE will use commercially reasonable endeavours to replace the withdrawn Third Party Service with an equivalent.
3.7	Upgrade of existing MVPN/OLVD2 Installed Equipment to latest Secure Mobility software level	All Secure Mobility standard features which can be physically delivered by the Customer's existing OLVD2/MVPN Installed Equipment router hardware will be delivered via the software upgrade and will be available free of charge post-upgrade (e.g. NAT traversal feature). Any 'Additional feature' in the Data VPN Solution Description will be chargeable for the upgraded Installed Equipment router, in exactly the same manner as it would be chargeable when delivered on a brand new standard Data VPN Installed Equipment router (e.g. Static IP addressing, Single Installed Equipment router resilience).
3.8	Permanent Numbers	All Devices to be managed by the Solution must have permanent numbers (during a port, temporary numbers may be assigned). If temporary numbers are put onto the Solution, they will be charged for the full Solution Minimum Connection Period, in addition to the permanent number when that is added.
3.9	EE Obligations	<ol style="list-style-type: none"> Where the Customer notifies EE of any failure of the Device Management Software and/or the Client Software to perform in accordance with the relevant parts of the MDM and Secure Mobility Solution Descriptions within 180 days of the date of acceptance of these Solution Terms, EE will use reasonable endeavours to procure the remedy of the defect from the Device Management Software and/or Client Software developer. EE will provide the Customer with all necessary End User documentation and technical guides to enable use of the Device Management Software.

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4. Charges

4.1	Airtime Charges	The Customer must have a suitable airtime Service Plan to support communication between Managed Devices and the Device Management Software. All data or texts transmitted to or from Managed Devices (including to or from the Device Management Software) will be charged at the Customer's usual rates. Use outside the UK requires roaming to be enabled on the Managed Device and will be charged at the Customer's usual data / text roaming rates.
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5. Customer Obligations

5.1	Customer obligations	<p>The Customer shall (and shall procure that its End Users shall):</p> <ol style="list-style-type: none">provide an Equipment Room for mounting the Installed Equipment;not access Installed Equipment settings, configuration or output information in any way other than to assist with installation and implementation without prior written consent from EE;provide EE with exclusive use of and remote access to Installed Equipment and (where requested) NTE and DDF. This includes: PSTN line (as required for installation) Connection from Installed Equipment router to EE;inform EE of any intention to modify or upgrade the SCPs or any associated software or configuration in order for EE to consider potential compatibility issues. EE may ask for testing of product functionality following any software changes;provide (at its cost) a dedicated PSTN dial-in connection to connect to the Installed Equipment for the duration of the installation operation;ensure (at its cost) that Customer Equipment is installed, correctly configured and programmed to receive the Services;after installation, at all times maintain access arrangements that will allow EE to remotely login into the CPE. The required access arrangements are:<ol style="list-style-type: none">PSTN line i.e. as per that which is required for installation; orISP connection from the CPE router to the internet. <p>For the duration of the time for 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 for the Data VPN service is null and void;</p> <ol style="list-style-type: none">connect, configure and maintain, at its cost, the link between the EE Network Termination Point and the SCPs. <p>The Customer shall nominate suitable member(s) of staff to act as Customer Representative(s) as detailed in the Statement of Requirements who have the authority to contractually bind the Customer on matters relating to this Solution.</p>
5.2	Installation of Client Software	The Customer shall have sole responsibility for ensuring the correct installation of Client Software on Managed Devices. The Customer will be liable for Charges for the Solution regardless of whether the Client Software has been correctly installed or not. Removal of Client Software from Managed Devices is the sole responsibility of the Customer.
5.3	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.

6. Term and Termination

6.1	Solution Minimum Connection Period	The Solution Minimum Connection Period relates to each bundle of licences ordered by the Customer. For this Solution the Solution Minimum Connection Period shall be 24 months or greater and where greater shall be in multiples of 12 months.
6.2	Expiry of Solution Minimum Connection Period	If the Customer has ordered an annual Licence Bundle, once the Solution Minimum Connection Period has expired, the Customer shall be automatically transferred to a rolling monthly Licence Bundle in quantities equivalent to the original Licence Bundle option chosen and the relevant Subscription Charges set out in the Initial Order or Contract Change Note shall apply.
6.3	Transfer of Client Software	Customer transfer individual licences for Client Software from one Compatible Device to another Compatible Device subject to these Solution Terms and compliance with its obligations under the General Terms and Conditions for Business Customers.

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6.4	Termination	<p>On termination or expiry of the Agreement or this Solution:</p> <ol style="list-style-type: none"> EE will terminate any related contracts with its Installed Equipment suppliers and will disconnect the Solution; Customer must immediately disconnect SCPs from EE Network Terminating Point; and <p>On early termination of this Solution the Customer shall pay the Termination Charges specified in these Solution Terms.</p>
6.5	Early Termination	<p>If the Customer wishes to terminate any licence early then it shall advise EE. Any termination of licences shall be in quantities equivalent to a Licence Bundle option available i.e. 10, 25, 50 or 100 except the Customer shall be required to maintain a minimum number of 100 licences at any one time. The Customer shall continue to be charged for a larger Licence Bundle until it is replaced with a new one. Termination Charges shall apply to licences terminated during the Solution Minimum Connection Period.</p>
6.6	Termination of End User Licence Agreement	<p>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.</p>
6.7	Termination Charges	<p>The Customer may cancel a Licence Bundle without liability for any Termination Charges provided it has completed the Solution Minimum Connection Period. Any such cancellation will take effect from the Customer's next billing date provided that notice is received at least 10 Working Days before the bill date.</p> <p>Customer shall pay EE the following Termination Charges in accordance with the Agreement upon early cancellation of a Licence Bundle: Appropriate Licence Bundle monthly Charge x number of months remaining in the Solution Minimum Connection Period.</p>

7. Technical Support

7.1	Eligibility for Support	<p>This section 7 only applies where the Customer is eligible for Standard Support. If the Customer meets the eligibility criteria set out in the Standard Support Solution Terms, Standard Support applies to this Solution in addition to or as amended by the terms below or in the relevant Solution Description.</p>
7.2	General	<p>The in life support for the Secure Mobility product is described below or in the Secure Mobility Solution Description. Support for Data VPN is described in the Data VPN Solution Terms and Data VPN Solution Description.</p>
7.3	Fault notification	<p>Customer's IT helpdesk or technical point of contact to notify EE by telephone as soon as possible if a partial or total loss of service occurs and to provide written notification / further information / further assistance as reasonably required. EE will provide a 24 hours x 356 day fault notification system through a single point of contact and will retain ownership of faults until resolved to reasonable satisfaction of EE.</p>
7.4	Fault acceptance	<p>Fault response times commence from the time a fault has been properly notified to EE by the Customer and EE has identified the source of the fault (Incident Acceptance). EE will use reasonable endeavours to provide Incident Acceptance within 2 hours of notification of the fault by the Customer.</p>
7.5	Times to Restore Service (TTRS)	<p>See the Data VPN Solution Description for details of the SLAs offered by EE in conjunction with the Data VPN Service. EE will use reasonable endeavours to rectify faults within TTRS specified in Data VPN Solution Description. TTRS will be suspended whilst EE is awaiting the Customer's response or action, or that of a Customer supplier. EE will keep the Customer informed of any changes to the fault response timescales and TTRS ends when EE reports the system is fully restored. TTRS times are used to provide the Service System Availability calculations annually (a percentage of total up time annually).</p>
7.7	Contact details	<p>Contact details for the Customer's First Line Support (as described in the Standard Support Solution Description) shall be set out in the Secure Mobility Statement of Requirements and changes shall be promptly notified to EE. Contact details for EE are set out in the Standard Support Solution Description.</p>

8. Solution Restrictions

8.1	Restrictions	<ol style="list-style-type: none"> Insurance propositions sold by EE or provided on behalf of EE, as described at www.ee.co.uk/business/terms, do not apply to this Solution. EE reserves the right to charge for additional site visits, if incomplete or inaccurate information provided by the Customer in the Statement of Requirements is the cause of an installation not being completed within the allotted time.
8.2	Emergency Calls	<p>Emergency services cannot be accessed using the Service and EE accepts no responsibility whatsoever for the handling of emergency calls. In the event that the emergency services number (112 or 999) is dialled with the IA Code, a recorded message will be played directing the user to re-dial without dialling</p>

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		the IA Code.
8.3	Access to Third Party Services	Where the Device Management Software supports access to Third Party Services, EE may vary the range of Third Party Services available, either by withdrawing named Third Party Services or by adding a Third Party Service. Where a Third Party Service is withdrawn, EE will use commercially reasonable endeavours to replace the withdrawn Third Party Service with an equivalent.
8.4	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.