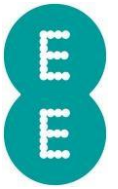


Solution Terms for EE Rapid Site Solution



1. Interpretation

1.1 The 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 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.

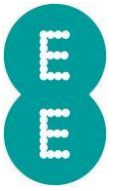
2. Definitions

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.

2.1	Antenna	Means either: <ol style="list-style-type: none">Externally mounted high gain antenna for EE network signal;Internally mounted high gain antenna for EE network signal; orInternal antenna for Wi-Fi broadcast.
2.2	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 the Order Form.
2.3	Rapid Site Data Service Plan	Means the data service plans specific to the Rapid Site Solution as detailed in the Price Guide.
2.4	Rapid Site Equipment / Equipment	Means the business grade equipment supplied comprising of Router, Antenna and cabling and any Other Peripherals or equipment as deemed necessary by EE or as specified in the Statement of Requirements.
2.5	Router	Means either: <ol style="list-style-type: none">the business grade router; orthe business grade branch adapter provided by EE.
2.6	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.
2.7	Site Visit	Means any occasion EE visit Site, including but not limited to carrying out: <ul style="list-style-type: none">Installation of equipment;Repair of a fault;Decommissioning of Equipment.

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">install Equipment as set out in the Solution Description and maintain and support the Rapid Site Solution;provide the Customer with access to a helpdesk as set out in Paragraph 6 below;remotely configure and endeavour to resolve issues with the Rapid Site Solution; andprovide Customer upon request with read-only access to a device portal, if applicable.
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.
3.3	Warranty	If the Rapid Site Equipment is found to be faulty during normal use during the manufacturer's warranty period, EE will either repair or replace the Rapid Site Equipment at no additional charge in accordance with



the manufacturer's warranty. This warranty is subject to EE's inspection of the Rapid Site Equipment, and is only valid if the Rapid Site Equipment has been used in accordance with the instructions provided by EE and/or the manufacturer and has not been modified, previously repaired (except by a repairer approved by EE) or misused. Outside of the manufacturer's warranty period, if the Rapid Site Solution is still within its Minimum Connection Period, EE may replace faulty Rapid Site Equipment subject to an additional charge.

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 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 (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 sites(s);18. obtain appropriate insurance against any damage to or theft or loss of the Rapid Site Solution; and19. in addition to any other rights that EE may have, reimburse EE for any losses, costs or liabilities arising from your use or misuse 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.
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Solution Terms for EE Rapid Site Solution



5.2	Termination	Subject to clause 5.3 of these Solution Terms, the Customer can terminate the Solution by giving EE at least 30 days' written notice.
5.3	Termination Charges	Customer shall pay EE the following Termination Charges in accordance with the Agreement upon early termination of this Solution: 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 Rapid Site Equipment at a Customer Site, then it must give EE a minimum of 5 working days' 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 clause 5.2 (Termination) of these Solution Terms.
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.

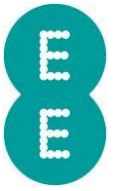
6. Support for Rapid Site Solution

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/businesssterms . 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 Rapid Site 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.
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	Installation Charge	There will be a one-off charge per Customer site based on the Customer's requirements. Site Installation Charges will be invoiced on completion of each site set-up.
7.2	Subscription Charges	All Subscription Charges for this Solution, including for the Rapid Site Data Service Plans, will be invoiced monthly in advance and shall commence for all Connections on the Initial Order or Contract Change Note on the earlier of (a) the Service Commencement Date or (b) 90 days from the date of EE's acceptance of the Initial Order or the Contract Change Note.
7.3	Rapid Site Data Service Plans	With the exception of unlimited Rapid Site Data Service Plans, all Rapid Site Data Service Plans have a limited data allowance and an out of bundle Usage Charge Limit. Email alerts are sent to the account administrator's email address at 80% and 100% of the out of bundle Usage Charge Limit (set out in the Price Guide). Once the data allowance is used up, an out of bundle rate per MB, as set out in the Price Guide, will apply to any additional data usage up to the Usage Charge Limit applicable to the Customer's Rapid Site Data Service Plan. Once the Usage Charge Limit is reached, data services will be suspended until the data allowance re-starts on the next billing date or the Customer changes data plan (where permitted by EE and at an extra cost).

Solution Terms for EE Rapid Site Solution



7.4	Spend Caps	Rapid Site Date Service Plans will not be included in any Spend Caps requested by the Customer.
7.5	No Contribution to Minimum Spend	Site Installation Charges and Subscription Charges for this Solution will not contribute towards the Customer's Minimum Spend obligation unless otherwise stated in the Commercial Terms or a Contract Change Note.
7.6	Additional Charges	<p>Additional charges may apply. These charges will be added to the monthly invoice. In addition the Customer may be charged additional service fees in respect of any corrective or repair work where the fault is not within EE's reasonable control, including but not limited to:</p> <ol style="list-style-type: none">1. Any maintenance, alteration, modification or adjustment has been performed by persons other than EE unless approved in advance by EE;2. Equipment has been moved (unless approved in advance by EE);3. There has been failure, interruption or surge in the electrical power to the Equipment;4. The fault arises from cabling or wiring problems on site;5. The Equipment has been neglected or misused;6. EE is unable to get access or is unreasonably delayed in getting access to the Customer Site;7. The Customer cancels an installation with less than 48 hours' notice;8. The Customer cancels a decommission with less than 48 hours' notice.

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.
8.2	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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