

Solution Terms for EE Rapid Site Solution



1. Interpretation

1.1 The Rapid Site Solution (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.

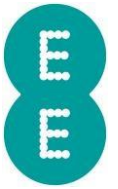
1.2	Solution Description	The Rapid Site Solution Description forms part of these Solution Terms.
1.3	Statement of Requirements ("SOR")	The parties must complete a Statement of Requirements for the Rapid Site Solution as detailed in the Solution Description prior to provision of the Solution by EE. This 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	Account Administrator	Means any individual(s) authorised by the Customer who will be responsible for administering the Rapid Site Solution and receiving Bill Protector email notifications.
2.2	Antenna	Means either: 1. Externally mounted high gain antenna for EE network signal; 2. Internally mounted high gain antenna for EE network signal; 3. Internal antenna for Wi-Fi broadcast; or 4. a LEO Satellite antenna system receiver.
2.3	Bill Protector	Means a single Connection data spend limit for any data Usage Charges as set out in the Bill Protector section of the Price Guide.
2.4	Customer Portal	Means the portal that provides Router information in relation to the Solution such as local network conditions, Router health, data usage.
2.5	Customer Portal Supplier	Means Ericsson Enterprise Wireless Solutions UK Ltd, company number 9090308 with registered office at Menzies LLP 2nd Floor Magna House, 18-32 London Road, Staines-Upon-Thames, United Kingdom, TW18 4BP.
2.6	Customer Portal Terms	Means the Customer Portal (1) terms and conditions and (2) privacy policy in the form set out at https://cradlepoint.com/legal/ as may be amended or supplemented from time to time by the Customer Portal Supplier.
2.7	Decommissioning	Means the process of removing the Rapid Site Equipment from the Customer's Site, factory resetting and removal of any SIMs.
2.8	Equipment Plan	Means the equipment plan, agreed between the Customer and EE, details of which are captured in the SOR.
2.9	Full Site Survey	Means a survey carried out by EE at the location of a Site.
2.10	LEO Data Service Plan Add-On	Means the EE data Service Plan Add-Ons specific to the LEO Service as detailed in the Price Guide.
2.11	LEO Portal	Means the portal that provides LEO Satellite information in relation to the Solution such as network conditions, connection to the LEO Satellite and data usage.
2.12	LEO Portal Supplier	Means Marlink AS, company number 990 362 688 whose registered office is at Lysaker Torg 45, 1366, Lysaker, Norway by and through its local United Kingdom affiliated entity ITC Global (UK) Limited, company number 09264169, whose registered office is at Menzies LLP 2nd Floor Magna House, 18-32 London Road, Staines-Upon-Thames, United Kingdom, TW18 4BP.
2.13	LEO Portal Terms	the LEO Portal (1) terms and conditions and (2) privacy policy in the form set out at: https://marlink.com/oneportal/ as may be amended or supplemented from time to time by the LEO Portal Supplier.
2.14	LEO Satellite	Means low earth orbit satellite internet connectivity.

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2.15	LEO Satellite Equipment	Means the equipment provided to connect to the LEO Satellite including, but not limited to the Antenna, cables and power supply.
2.16	LEO Service	Means the optional LEO Satellite service consisting of a LEO Data Service Plan Add-on and LEO Satellite Equipment that provides additional internet connectivity which can be added to the Solution.
2.17	LEO Supplier	Means Starlink Internet Services Limited, company number (Ireland) 677409 with registered office at Floor 3, Block 3, Miesian Plaza, Dublin 2, D02 Y754, Ireland.
2.18	LEO Supplier Maritime Service Terms	Means the LEO Supplier's maritime terms of service in the form set out at: https://www.starlink.com/legal/documents/DOC-1884-25296-81?regionCode=GB as may be amended or supplemented from time to time by the LEO Supplier.
2.19	LEO Supplier Policies and Terms	the LEO Supplier's terms and conditions and policies in the form set out at http://www.starlink.com/legal as may be amended or supplemented from time to time by the LEO Supplier, excluding the LEO Supplier Maritime Service Terms in their entirety and clauses 1, 2, 3, 5, 6, 7.1, 10 and 11 of the LEO Supplier Terms of Service as these do not apply to the Solution.
2.20	LEO Supplier Terms of Service	Means the LEO Supplier's terms of service in respect to the provision of the LEO Service in the form set out at: https://www.starlink.com/legal/documents/DOC-1026-18522-63?regionCode=GB as may be amended or supplemented from time to time by the LEO Supplier.
2.21	Minimum Connection Period	Means as defined in clause 5.1 below.
2.22	Other Peripherals	Means any 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 a SOR.
2.23	Rapid Site Data Service Plan	Means the data service plans specific to the Rapid Site Solution as detailed in the Price Guide.
2.24	Rapid Site 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 SOR. This also includes LEO Satellite Equipment where the LEO Service is added to the Solution by the Customer.
2.25	Rapid Site Options	Means the following additional options the Customer may take with their Rapid Site Solution: <ul style="list-style-type: none">• the LEO Data Service Plan Add-On to add the LEO Service to the Solution;• access to the Customer Portal; and/or• access to the LEO Portal.
2.26	Router	Means either: <ol style="list-style-type: none">1. the business grade router; or2. the business grade branch adapter provided by EE.
2.27	Site	Means any place identified in the Agreement from or to which EE provides the Solution to the Customer.
2.28	Site Visit	Means any occasion EE visit Site, including but not limited to carrying out: <ul style="list-style-type: none">• Installation or delivery (as applicable) of Rapid Site Equipment;• Full Site Survey;• Repair of a fault;• Decommissioning of Rapid Site Equipment.
2.29	Third Party Terms	Means the: <ul style="list-style-type: none">• The Customer Portal Terms;• The LEO Supplier Policies and Terms; and• The LEO Portal Terms.

3. Rapid Site – the Solution

3.1	Services and Equipment	<p>Customer will choose the Rapid Site Solution from the solution configuration options set out in the Solution Description. EE will:</p> <ol style="list-style-type: none">1. install Rapid Site Equipment as set out in the Solution Description and maintain and support the Rapid Site Solution;2. provide the Customer with access to a helpdesk as set out in clause 6 below;3. remotely configure and endeavour to resolve issues with the Rapid Site Solution; and4. upon Customer request:<ol style="list-style-type: none">a) provide read-only access to a Customer Portal, if applicable;
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		b) provide the LEO Service and read-only access to the LEO Portal, if applicable.
3.2	Risk and Title	<p>All risks in the Rapid Site Equipment pass to the Customer on delivery.</p> <p>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.</p>
3.3	Warranty	<p>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 clause 7.7 below, 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, subject to such use and modification restrictions and to clause 7.7 of these Solution Terms, EE will replace faulty Rapid Site Equipment at no additional charge.</p>
3.4	Third Party Terms	<p>By selecting a Rapid Site Option, the Customer acknowledges and accepts to be bound by the Third Party Terms, in addition to this Agreement, as follows:</p> <ol style="list-style-type: none"> 1. the LEO Supplier Policies and Terms will apply to the LEO Service; 2. the Customer Portal Terms will apply to access to the Customer Portal; and/or 3. the LEO Portal Terms will apply to access to the LEO Portal. <p>If the Customer does not comply with the applicable Third Party Terms, EE may restrict or suspend access to the selected Rapid Site Option upon reasonable notice and the Customer will continue to pay the Charges for that Rapid Site Option (where applicable) until the end of the Minimum Connection Period.</p> <p>The Customer acknowledges and agrees that the rights, obligations, acknowledgements, undertakings, liabilities, warranties and indemnities in the applicable Third Party Terms are between the Customer and (i) the Customer Portal Supplier, (ii) the LEO Supplier and/or (iii) the LEO Portal Supplier (as the case may be).</p>
3.5	Standard of LEO Service	<p>This clause applies in addition to clause 6 of the General Terms. EE will use its reasonable endeavours to provide the LEO Service where technically possible within the range of the LEO Satellite(s) that make up the LEO Service, however EE is unable to guarantee a continuous fault-free service and has no obligation to provide any LEO Service outside of the range of LEO Satellite(s) that make up the LEO Service.</p> <p>The Customer acknowledges (i) that the LEO Satellite(s) that make up the LEO Service are subject to upgrades from time to time at the LEO Supplier's discretion, and (ii) that at any time the LEO Satellite(s) that make up the LEO Service may comprise of different technologies. The LEO Service is made available provided the Customer is in the range of the LEO Satellite(s) that make up the LEO Service when trying to use the LEO Service.</p> <p>The quality and availability of the LEO Service is also subject to: a. local geography and topography; b. weather and/or atmospheric conditions; c. degradation, congestion or maintenance requirements of the LEO Satellite(s) that make up the LEO Service; d. other physical or electromagnetic obstructions or interference including the proximity of other Customer devices to the LEO Satellite Equipment; e. quality of any Customer devices to which the LEO Satellite Equipment is connected; f. angle and/or field of view of the LEO Satellite Equipment and g. the compatibility of Equipment and/or Customer Equipment used.</p>



4. Customer Obligations

4.1	<p>Customer obligations</p> <p>The Customer will (and where applicable, procure that its Users will):</p> <ol style="list-style-type: none"> 1. provide complete and accurate information in the SOR; 2. provide adequate and safe access to their site for the EE engineer to commence installation of the Solution; 3. ensure a Customer Representative is available on the agreed install date to be available to the EE engineer should there be any issues; 4. complete any configuration requirements on their systems before the EE engineer arrives on site to complete the installation; 5. as part of the Equipment Plan, 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; 6. sign-off that the Solution is in working order before the EE engineer leaves the site, this can be done by the Customer Representative. 7. 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; 8. provide an equipment room or (where required by EE) outdoor location for mounting the Installed Equipment; 9. where required, facilitate any site surveys and visits that might be required by EE or EE sub-contractor in advance of the Solution installation. 10. at its own expense provide electricity from a mains power supply to each item of the Rapid Site Solution needing electricity, in accordance with specifications prescribed by EE from time to time; 11. ensure that a Customer Representative is on Site during any installation or Decommissioning to provide sign off; 12. 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; 13. keep the Rapid Site Solution safe and without risk to health; 14. 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; 15. not use the Solution or any part of it outside of the United Kingdom; 16. 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; 17. not sell, charge, assign, transfer or dispose of or part with possession of the Rapid Site Solution or any part of it; 18. 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; 19. 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); 20. obtain appropriate insurance against any damage to or theft or loss of the Rapid Site Solution; 21. in addition to any other rights that EE may have, reimburse EE for any losses, costs or liabilities arising from the Customer's 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; and 22. where EE agrees to provide the LEO Service: <ol style="list-style-type: none"> a) permit, and obtain all required permissions, authorisations and licences to allow, EE to carry out installation works, which may include drilling at a Site, to instal the LEO Service as detailed in the SOR. EE cannot and will not be required to provide the LEO Service in the absence of such permissions, authorisations or licences; b) must not block, interrupt or impede the LEO Satellite Equipment's view of the sky as this may affect performance.
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5. Term and Termination

5.1	Minimum Connection Period	<p>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 Connection and commences upon completion of the installation of the Connection at a Site.</p> <p>Following the expiry of the Minimum Connection Period, EE will continue to provide the Solution and the Customer shall continue to pay the Charges until it is terminated by either party by giving at least 30 days' written notice to the other or otherwise in accordance with the Agreement.</p> <p>The Minimum Connection Period for any LEO Service added to a Connection at a Site after the Service Commencement Date will be co-terminous with the Minimum Connection Period of that Connection at that Site.</p>
5.2	Termination	Subject to clause 5.3 of these Solution Terms, the Customer can terminate the Solution or the LEO Service by giving EE at least 30 days' written notice.
5.3	Termination Charges	<p>Customer shall pay EE the following Termination Charges in accordance with the Agreement upon early termination of this Solution in whole or in part: Subscription Charges multiplied by number of months remaining in the Minimum Connection Period for the Solution, for each Connection terminated.</p> <p>Subscription Charges referred to above shall include all Subscription Charges for the Rapid Site Equipment, Rapid Site Data Service Plan, and any LEO Data Service Plan Add-on for the Solution, for each Connection terminated.</p> <p>In the event of termination of (only) a LEO Service, the following Termination Charges will apply: Subscription Charges for the LEO Service multiplied by the number of months remaining in the Minimum Connection Period.</p>
5.4	Consequences of Termination	<p>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.</p> <p>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.</p>
5.5	Individual Site Decommissioning	If the Customer no longer requires Rapid Site Equipment at a Customer Site, then it must give EE a minimum of ten (10) working days' notice for Decommissioning of any Rapid Site Equipment.
5.6	Full Site Decommissioning	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	Technical Support	Technical support for the Rapid Site Solution is set out in the 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 contact details shall be set out in the SOR and any changes to Customer details shall be promptly notified to EE in writing. Contact details for EE are set out in the Solution Description.



7. Charges

7.1	Installation Charge	There will be a one-off charge per Connection for each Rapid Site Equipment and LEO Satellite Equipment (if any)) that is provided to the Customer as part of the Solution.
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	<p>With the exception of unlimited Rapid Site Data Service Plans, a data spend limit for data Usage Charges can be applied to the Customer's Rapid Site Data Service Plan for each Connection by selecting a Bill Protector spend limit as set out in the Price Guide.</p> <p>Once the Rapid Site Data Service Plan's data allowance is used up, an out of bundle rate per MB, as set out in the Price Guide, will apply to each Connection for any additional data usage, up to the Bill Protector spend limit (where selected), for the Customer's Rapid Site Data Service Plan.</p> <p>Email alerts are sent to the Account Administrator's email address at 80% and 100% of the Bill Protector spend limit (set out in the Price Guide).</p>
7.4	LEO Data Service Plan Add-Ons	<p>The monthly included data period for the LEO Data Service Plan Add-On commences on the first day of each calendar month.</p> <p>Once the monthly included data allowance is used up, a 1MB speed cap is applied per Connection until the first day of the next calendar month, when the next monthly included data period commences.</p> <p>Additional Subscription Charges apply for the LEO Data Service Plan Add-On.</p>
7.5	Spend Caps	Rapid Site Data Service Plans will not be included in any Spend Caps requested by the Customer.
7.6	No Contribution to Minimum Spend	All Charges for this Solution will not contribute towards the Customer's Minimum Spend obligation (if any) unless otherwise stated in the Commercial Terms or a Contract Change Note.
7.7	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. Full Site Surveys; 3. Rapid Site Equipment has been moved (unless approved in advance by EE); 4. There has been failure, interruption or surge in the electrical power to the Rapid Site Equipment; 5. The fault arises from cabling or wiring problems on Site; 6. The Rapid Site Equipment has been neglected or misused; 7. EE is unable to get access or is unreasonably delayed in getting access to the Site; 8. The Customer cancels an installation with less than 48 hours' notice; 9. The Customer cancels Decommissioning with less than 48 hours' notice. 10. The Site is in a remote area including but not limited to; the highlands and islands of Scotland, The Isle of Wight, Northern Ireland.

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.
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8.2	Liability	<p>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.</p> <p>The LEO Satellite Equipment requires a clear field of view of the sky in order for the LEO Service to function. EE cannot be held liable for any failure or malfunction of the LEO Service where the LEO Satellite Equipment's field of view of the sky is blocked, impeded or interrupted in any way.</p>
8.3	Roaming	<p>Roaming is not available with this Solution.</p>
8.4	Use of Solution	<p>The Solution can only be used within the United Kingdom.</p>

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 Rapid Site Solution GDPR Processing Annex at www.ee.co.uk/business/terms applies to the provision of this Solution.4. The Customer acknowledges and agrees that when its Users access:<ol style="list-style-type: none">i. the Customer Portal; and/orii. the LEO Portal,each User will accept the Customer Portal Terms and/or the LEO Portal Terms which set out how the Customer Portal Supplier and/or LEO Portal Supplier will process any Personal Data the User provides to the Customer Portal Supplier and/or the LEO Portal Supplier in order to access and use the Customer Portal and/or the LEO Portal.
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