

1. Interpretation

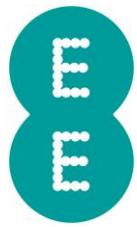
1.1 The Connected Vehicle Solution (referred to in these Solution Terms as "**Connected Vehicle Solution**" or the "**Solution**") is provided in accordance with the Customer's Agreement with EE.

1.2	Solution Description	The Connected Vehicle Solution Description forms part of these Solution Terms.
1.3	Statement Requirements ("SOR")	The parties must agree the Connected Vehicle Statement of Requirements prior to provision of this Solution by EE. This document forms part of these Solution Terms.
1.4	Additional Solution Documentation	The Connected Vehicle 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 Connected Vehicle Solution Terms shall prevail.

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.

2.1	Account Administrator	Means any individual(s) authorised by the Customer who will be responsible for administering the Connected Vehicle 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.
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	Connected Vehicle Data Service Plan	Means the data service plans specific to the Connected Vehicle Solution as detailed in the Price Guide.
2.5	Connected Vehicle Equipment	Means a business grade Router, Antenna and cabling and any other ancillary equipment as deemed necessary by EE or as specified in the Statement of Requirements.
2.6	Customer Portal	Means the portal that provides Router information in relation to the Solution such as local network conditions, Router health, data usage.
2.7	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.
2.8	Customer Portal Terms	Means the (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.
2.9	Customer Vehicle	means the vehicle registered to the Customer details of which will be captured in the Statement of Requirements or the Connected Business Order Form.
2.10	Decommissioning	Means the process of removing the Connected Vehicle Equipment from the Customer Vehicle(s), factory resetting and removal of any SIMs.
2.11	Equipment Plan	Means the equipment plan, agreed between the Customer and EE, details of which are captured in the SOR.
2.12	Minimum Connection Period	Means as defined in clause 5.1 below.
2.13	Router	Means either: 1. the business grade router; or 2. the business grade branch adapter provided by EE.
2.14	Site	Means any place (including a Customer Vehicle) identified in the Agreement from or to which EE provides the Solution to the Customer.
2.15	Site Visit	Means any occasion EE visit Site or Customer Vehicle, including but not limited to carrying out: <ul style="list-style-type: none">• Installation of Connected Vehicle Equipment;• Repair of a fault;• Decommissioning of Connected Vehicle Equipment.

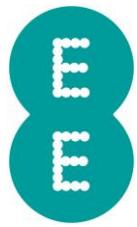


3. Connected Vehicle – the Solution

3.1	Service/Equipment	Subject to the terms of the customer's Agreement with EE (including these Solution Terms) EE will: <ol style="list-style-type: none"> 1. install, maintain and support the Connected Vehicle Equipment; 2. provide the Customer with access to a helpdesk 24/7 365 days of the year; 3. hold and deploy additional Connected Vehicle Equipment; 4. remotely configure the Connected Vehicle Equipment and diagnose any performance issues; and 5. provide Customer upon request with read-only access to a Customer Portal, if applicable.
3.2	Risk and Title	All risks in the Connected Vehicle Equipment pass to the Customer on delivery. Title and property in Connected Vehicle Equipment shall remain vested in EE or the appropriate third party and the Customer is hereby granted a license to use any Connected Vehicle Equipment only for accessing the Services during the term of this Agreement.
3.3	Warranty	If the Connected Vehicle Equipment is found to be faulty during normal use during the manufacturer's warranty period, EE will either repair or replace the Connected Vehicle Equipment at no additional charge in accordance with the manufacturer's warranty. This warranty is subject to clause 7.6, EE's inspection of the Connected Vehicle Equipment, and is only valid if the Connected Vehicle 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 7.6 of these Solution Terms, EE will replace faulty Connected Vehicle Equipment at no additional charge.
3.4	Customer Terms	Portal By selecting access to the Customer Portal, the Customer acknowledges and accepts to be bound by the Customer Portal Terms. If the Customer does not comply with the Customer Portal Terms, EE may restrict or suspend access to the Customer Portal upon reasonable notice and the Customer will continue to pay the Charges for the Customer Portal (where applicable) until the end of the Minimum Connection Period. The Customer acknowledges and agrees that the rights, obligations, acknowledgements, undertakings, warranties and indemnities in the Customer Portal Terms are between the Customer and the Customer Portal Supplier.

4. Customer Obligations

4.1	Customer obligations	The Customer will (and where applicable, procure that its Users will): <ol style="list-style-type: none"> 1. provide complete and accurate information in the SOR; 2. provide adequate and safe access to their Site and/or Customer Vehicle for the EE engineer to commence installation of the Solution; 3. complete any configuration requirements on their systems before the EE engineer arrives at Site or Customer Vehicle 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. only use the Connected Vehicle 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; 6. where required, facilitate any Site (or Customer Vehicle) surveys and visits that might be required by EE or EE sub-contractor in advance of the Solution installation; 7. allow EE to install, operate, maintain, repair, renew, upgrade, add, alter, remove and replace the Connected Vehicle Equipment on the Customer Vehicle; 8. at its own expense provide a power supply to each item of the Connected Vehicle equipment needing power, in accordance with specifications prescribed by EE from time to time; 9. not interfere with or move the Connected Vehicle Equipment; 10. take all reasonable steps to protect the Connected Vehicle Equipment (including obtaining appropriate insurance) from loss, theft or damage; 11. not sell, charge, assign, transfer or dispose of or part with possession of the Connected Vehicle Solution or any part of it; 12. not allow any encumbrance or security interest over the EE equipment, nor pledge the credit of EE for the repair of the Connected Vehicle Solution;
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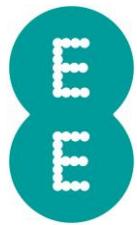
- 13. not claim to be owner of the Connected Vehicle Solution and ensure that the owner of the Site(s) and Customer Vehicle(s) will not claim ownership of the Connected Vehicle Solution, even where the Connected Vehicle Solution is fixed to the Site(s) and/or Customer Vehicle(s);
- 14. keep the Connected Vehicle Solution safe and without risk to health;
- 15. not make any alterations or attachments to, or otherwise interfere with, the Connected Vehicle 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 Connected Vehicle Solution;
- 16. ensure that a representative is on Customer Vehicle during any installation or Decommissioning to provide sign off; and
- 17. 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 Connected Vehicle Solution or where the Connected Vehicle Solution is damaged, stolen, or lost, except where loss or damage to Connected Vehicle Solution is a result of fair wear and tear or caused by EE.

5. Term and Termination

5.1	Minimum Connection Period	A Minimum Connection Period applies to this Solution as set out in the Commercial Terms or applicable Contract Change Note. The Minimum Connection Period is per Connection in a Customer Vehicle and commences upon completion of installation at that Customer Vehicle.
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	<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:</p> <p>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 Connected Vehicle Equipment and Connected Vehicle Data Service Plan for the Solution, for each Connection terminated.</p>
5.4	Consequences of Termination	<p>On termination of this Solution, EE may require the Customer to return all Connected Vehicle Equipment that it does not have title in, to EE at its own expense.</p> <p>Any Connected Vehicle 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 Connected Vehicle Equipment.</p>
5.5	Individual Vehicle Decommissioning	If the Customer no longer requires Connected Vehicle Equipment at a Customer Vehicle, then it must give EE a minimum of ten (10) working days' notice for Decommissioning any Connected Vehicle Equipment.
5.6	Full Vehicle Decommissioning	If the Customer no longer requires the Solution at any of its Customer Vehicles, 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 Connected Vehicle 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 Connected Vehicle Solution

6.1	Support	Support for the Connected Vehicle Solution is set out in the Connected Vehicle Solution Description.
6.2	Target Response Time ("TRT")	EE will use reasonable endeavors to rectify faults within the TRT specified in the 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 Services are 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 Connected Vehicle Solution Description.



7. Charges

7.1	Installation Charge	There will be a one-off charge per Customer Vehicle based on the Customer's requirements. Customer Vehicle Installation Charges will be invoiced for on completion of each Customer Vehicle set-up.
7.2	Subscription Charges	All Subscription Charges for this Solution, including for the Connected Vehicle 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	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.
7.4	Connected Vehicle Data Service Plans	<p>With the exception of unlimited Connected Vehicle Data Service Plans, a data spend limit for data Usage Charges can be applied to the Customer's Connected Vehicle Data Service Plan for each Connection by selecting a Bill Protector spend limit as set out in the Price Guide.</p> <p>Once the Connected Vehicle 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 Connected Vehicle 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>
7.5	Spend Caps	Connected Vehicle Data Service Plans will not be included in any Spend Caps requested by the Customer.
7.6	Additional charges	<p>Additional charges may apply as set out in the Solution Description; 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"> any maintenance, alteration, modification or adjustment has been performed by persons other than EE unless approved in advance by EE; equipment has been moved (unless approved in advance by EE); there has been failure, interruption or surge in the electrical power to the EE equipment; the fault arises from cabling or wiring problems on Customer Vehicle; the EE equipment has been neglected or misused or damaged through a vehicle incident; the Customer cancels an installation with less than 48 hours' notice; or the Customer's installation site is in a remote area including but not limited to; the highlands and islands of Scotland, the Isle of Wight, and 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/businessterms , 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.
8.3	Roaming	Roaming is not available with this Solution.
8.4	Use of Solution	The Solution can only be used within the United Kingdom.



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 Connected Vehicle Solution GDPR Processing Annex at www.ee.co.uk/businessterms apply to the provision of this Solution.4. The Customer acknowledges and agrees that when its Users access the Customer Portal, each User will accept the Customer Portal Terms which set out how the Customer Portal Supplier will process any Personal Data the User provides to the Customer Portal Supplier in order to access and use the Customer Portal.
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