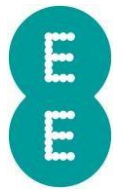


Solution Terms for EE Rapid Connectivity Case Solution



1. Interpretation

1.1 The Rapid Connectivity Case Solution (also referred to in these Solution Terms and the Solution Description as "**Rapid Connectivity Case Solution**" or the "**Solution**") is provided in accordance with the Customer's Agreement with EE.

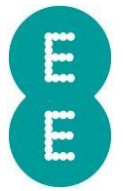
1.2	Solution Description	The Rapid Connectivity Case Solution Description forms part of these Solution Terms.
1.3	Statement of Requirements ("SOR")	The parties must complete a Statement of Requirements for the Rapid Connectivity Case Solution as detailed in the Solution Description prior to provision of the Solution by EE. This document forms part of these Solution Terms.
1.3	Additional Solution Documentation	The 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 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 Solution and receiving Bill Protector email notifications.
2.2	Antenna	7 in 1 antenna mounted in the lid of the Rapid Connectivity Case Equipment.
2.3	Battery	Means an internally mounted 96Ah Li-Po battery cell.
2.4	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.
2.5	Customer Portal	Means the portal that provides Router information in relation to the Solution such as local network conditions, Router health, data usage.
2.6	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.
2.7	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.
2.8	Decommissioning	Means the process of retrieving the Rapid Connectivity Case Equipment from the Customer's Site, factory resetting and removal of any SIMs.
2.9	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.
2.10	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.
2.11	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.
2.12	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.
2.13	LEO Satellite	Means low earth orbit satellite internet connectivity.
2.14	LEO Satellite Equipment	Means the equipment provided to connect to the LEO Satellite including, but not limited to the Antenna, cables and power supply.
2.15	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.
2.16	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.

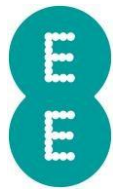
Solution Terms for EE Rapid Connectivity Case Solution



2.17	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.
2.18	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.
2.19	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.
2.20	Minimum Connection Period	Means as defined in clause 5.1 below.
2.21	Rapid Connectivity Case Data Service Plan	Means the data service plans specific to the Solution as detailed in the Price Guide.
2.22	Rapid Connectivity Case Equipment	Means the business grade equipment supplied comprising of Router and Antenna, Battery and power management all encased in a IP67 rated ruggedised case. This also includes LEO Satellite Equipment where the LEO Service is added to the Solution by the Customer.
2.23	Rapid Connectivity Case Option(s)	Means the following additional options the Customer may take with their 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.
2.24	Router	Means the business grade router provided by EE.
2.25	Site	Means any place identified in the Agreement from or to which EE provides the Solution to the Customer.
2.26	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 Connectivity Case – the Solution

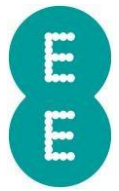
3.1	Services and Equipment	Customer will choose the Solution from the solution configuration options set out in the Solution Description. EE will: <ol style="list-style-type: none"> deliver Rapid Connectivity Case Equipment as set out in the Solution Description and support the Solution; provide the Customer with access to a helpdesk as set out in clause 6 below; endeavour to remotely resolve issues with the Solution; and upon Customer request: <ol style="list-style-type: none"> provide read-only access to a Customer Portal, if applicable; provide the LEO Service and read-only access to the LEO Portal, if applicable.
3.2	Risk and Title	All risks in the Rapid Connectivity Case Equipment pass to the Customer on delivery. Title and property of the Rapid Connectivity Case Equipment shall remain vested in EE or the appropriate third party and the Customer is hereby granted a licence to use any Rapid Connectivity Case Equipment only for accessing the Solution during the term of this Agreement.
3.3	Warranty	If the Rapid Connectivity Case Equipment is found to be faulty during normal use during the manufacturer's warranty period, EE will either repair or replace the Rapid Connectivity Case Equipment at no additional charge in accordance with the manufacturer's warranty. This warranty is subject to clause 7.7, EE's inspection of the Rapid Connectivity Case Equipment, and is only valid if the Rapid Connectivity Case 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 Connectivity Case Equipment at no additional charge.
3.4	Third Party Terms	By selecting a Rapid Connectivity Case Option, the Customer acknowledges and accepts to be bound by the Third Party Terms, in addition to this Agreement, as follows: <ol style="list-style-type: none"> the LEO Supplier Policies and Terms will apply to the LEO Service;



		<p>2. the Customer Portal Terms will apply to access to the Customer Portal; and/or</p> <p>3. the LEO Portal Terms will apply to access to the LEO Portal.</p> <p>If the Customer does not comply with the applicable Third Party Terms, EE may restrict or suspend access to the selected Rapid Connectivity Case Option upon reasonable notice and the Customer will continue to pay the Charges for that Rapid Connectivity Case 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	Customer obligations	<p>The Customer will (and where applicable, procure that its Users will):</p> <ol style="list-style-type: none"> only use the 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; where required, provide appropriate storage for the Rapid Connectivity Case Equipment; at its own expense provide electricity to each item of the Solution needing electricity, in accordance with specifications prescribed by EE from time to time; ensure that a Customer Representative is available to: <ol style="list-style-type: none"> provide sign-off for the delivery; and assist with the collection, of the Rapid Connectivity Case Equipment; keep the Solution safe and without risk to health; not make any alterations or attachments to, or otherwise interfere with (such as disassembling the Rapid Connectivity Case Equipment), the Solution or the Rapid Connectivity Case Equipment, 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 Solution; not sell, charge, assign, transfer or dispose of or part with possession of the Solution or any part of it; not allow any encumbrance or security interest over the Rapid Connectivity Case Equipment, nor pledge the credit of EE for the repair of the Solution; not use the Solution or any part of it outside of the United Kingdom without EE's prior written consent; not claim to be owner of the Solution and ensure that the owner of the Site(s) will not claim ownership of the Solution; obtain appropriate insurance against any damage to or theft or loss of the Solution; and 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 Solution or where the Solution is damaged, stolen, or lost, except where loss or damage to the Solution is a result of fair wear and tear or caused by EE; and where EE agrees to provide the LEO Service, 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 per Connection and commences when the Connection is given access to the Network as per Clause 3.3 of the General Terms and Conditions for Business Customers.</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 after the Service Commencement Date will be co-terminous with the Minimum Connection Period of that Connection.</p>
5.2	Termination	Subject to clause 5.3 of these Solution Terms, the Customer can terminate the Solution in whole or in part 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 the 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 Connectivity Case Equipment, Rapid Connectivity Case 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 Connectivity Case Equipment that it does not have title in, to EE at its own expense.</p> <p>Any Rapid Connectivity Case 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	Partial Equipment Decommissioning	If the Customer no longer requires certain Rapid Connectivity Case Equipment, then it must give EE a minimum of ten (10) working days' notice for Decommissioning of any Rapid Connectivity Case Equipment.
5.6	Full Equipment Decommissioning	If the Customer no longer requires the Solution in totality, 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 any Rapid Connectivity Case Equipment from the Customer 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 Connectivity Case Solution

6.1	Technical Support	Technical support for the 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 Connectivity Case 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 for the Solution and any changes to Customer details shall be promptly notified to EE in writing. Contact details for EE are set out in the Rapid Connectivity Case Solution Description.

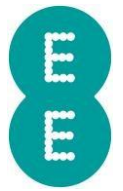


7. Charges

7.1	Setup Charges	There will be a one-off setup charge for each Rapid Connectivity Case 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 Connectivity Case 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 Connectivity Case Data Service Plans	<p>With the exception of unlimited Rapid Connectivity Case Data Service Plans, a data spend limit for data Usage Charges can be applied to the Customer's Rapid Connectivity Case 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 Connectivity Case 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 Connectivity Case 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 download/upload 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 Connectivity Case 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. There has been failure, interruption or surge in the electrical power to the Rapid Connectivity Case Equipment; 3. The fault arises from cabling or wiring problems on Site; 4. The Rapid Connectivity Case Equipment has been neglected or misused; 5. EE is unable to get access or is unreasonably delayed in getting access to the Site; 6. The Customer cancels a setup or collection of Rapid Connectivity Case Equipment with less than 48 hours' notice; 7. The 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/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 Connectivity Case GDPR Processing Annex at www.ee.co.uk/business/terms apply 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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