

Solution Terms for Data VPN (formerly known as Data VPN from Orange)



1. Interpretation

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

1.2	Solution Description	The EE Data VPN Solution Description forms part of these Solution Terms.
1.3	Statement of Requirements	The parties must agree a Statement of Requirements for the EE Data VPN Solution prior to provision of the Solution by EE. This document forms part of these Solution Terms.
1.4	Additional Solution Documentation	The EE Data VPN Solution may be combined with other BT and 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 EE Data VPN Solution Terms shall prevail.
1.5	Eligibility	The Customer must use a SIM Card with a data Service Plan from EE in order for EE to provide the Solution to the Customer.

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.

Access Point Name ("APN")	A set of rules which EE provisions within its Network that determine how a Customer's mobile data traffic should be handled, as further described in the Solution Description.
Customer Equipment ("CE" or "CPE")	As defined in the General Terms and Conditions for Business Customers and will include Installed Equipment and CPE connected at the Network Demarcation Point.
EE Data VPN Solution	A secure and closed data solution that connects mobile endpoint devices into a private enterprise network.
EE Data VPN SLA	EE Data VPN service level agreement as set out in the EE Data VPN Solution Description.
Enhanced Resilience	EE Data VPN Solution option and support that Customer may select as set out in the Solution Description.
Network Demarcation Point ('NDP')	Physical point at Customer premises where responsibility and liability for support and maintenance of the Service passes from EE to the Customer.
Installed Equipment	As defined in the General Terms and Conditions for Business Customers and may include Installed Equipment for example, a Leased Line that is installed as part of the Solution.
Equipment Room	A secure physical environment that complies with the requirements as may be set out in the Statement of Requirements or the System Configuration Sheet ("SCS").
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 (if selected by the Customer as part of the Solution) terminates on CPE, 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 Sub-contractor.
Mission Boost	An optional feature that the Customer may purchase under which EE provides the Customer's selected Connections with a higher level of priority on the EE Network over EE's standard Internet data bearer service in congested locations.
RADIUS	Remote authentication dial-in user service.
Self Service Portal	A secure access website portal with self-service capabilities for Customer to manage its Users and RADIUS configurations.
Service Level Agreement ("SLA")	The service level agreements set out in Paragraph 6 of these Solution Terms and in the EE Data VPN Solution Description, if applicable.
Solution Configuration	The EE Data VPN Solution option described in the Solution Description and chosen by the Customer as more fully set out in the Statement of Requirements and the EE Business Agreement or Contract Change Note, as applicable.

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Solution Enhancements	Additional Solution enhancements available to the Customer as set out in the Solution Description, for example, RADIUS.
Sub-contractor	As defined in the General Terms and Conditions for Business Customers and will include any wholesale supplier of Leased Lines.

3. EE Data VPN – the Solution

3.1	Services and Equipment	Customer will choose the EE Data VPN Solution from the Solution Configuration options set out in the Solution Description. EE will: - install Equipment (if any) and maintain and support the EE Data VPN Solution; - provide the Customer with access to a helpdesk as set out in Paragraph 6 below; - remotely monitor and endeavour to resolve issues with the EE Data VPN Solution; - provide Customer with access to the Self Service Portal, if applicable.
3.2	Rights and consents	Where Customer has selected the RADIUS Service as set out in the Solution Description, EE grants Customer a licence to use the Self Service Portal as set out in the Customer Statement of Requirements and the Solution Description.
3.3	No Warranty	EE does not warrant or represent that the Solution will be: - uninterrupted or error free; or - inter-operable with any particular third party software or equipment that is not set out in the Solution Description.
3.4	Network Demarcation Point or NDP	The NDP is dependent on the Solution design as outlined in the Customer Statement of Requirements: - for a Solution managed by EE, the NDP will be the Customer facing Local Area Network ("LAN") interface of the managed CPE; and - for a Customer CPE Solution, the NDP will be the edge of the EE Network. EE will provide and manage the Solution from and up to the Network Demarcation Point. EE will have no responsibility for the Solution outside the Network Demarcation Point.

4. Customer Obligations

4.1	Customer obligations	The Customer will (and where applicable, procure that its Users will): - where required, provide an Equipment Room for mounting the Installed Equipment without any other equipment interfering with 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; - where required, facilitate any site surveys and visits that might be required by EE or any Sub-contractor in advance of the Solution installation; - where required, provide power, rack space and cables as specified in the SCS and provide the Customer supplied IP addresses if required; - where required, provide EE with exclusive use of and remote access to the Installed Equipment and (where requested) Network Termination Equipment ("NTE") and digital distribution frame ("DDF") and access by any Sub-contractor to any associated Leased Line Equipment; - inform EE of any intention to modify or upgrade the Customer network 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; - at the Customer's cost, ensure that for an EE Data VPN Solution with Customer CPE, the required CPE is installed, correctly configured and programmed to use the Solution; - after installation, at all times maintain access arrangements that will allow EE to remotely log into the CPE. The permitted access arrangements are: - ISP connection from the CPE router to the Internet; and - Leased Line connection (as supplied by EE) from the CPE router to EE. For the period during 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 agreed with the Customer for the EE Data VPN Solution is null and void. - at Customer's cost, connect, configure and maintain the link between the CPE and the Customer network; - nominate suitable member(s) of staff to act as Customer Representative(s) as detailed in the Statement of Requirements or otherwise notified to EE in writing who have the authority to contractually bind the Customer on matters relating to the EE Data VPN Solution; - ensure that the SCS includes the functionality required for the CPE to be interoperable with the EE Data VPN Solution as set out in the Solution Description; - immediately Disconnect any CPE, or advise BT to do so at the Customer's cost, where the CPE: - does not meet any relevant instructions, standards or Applicable Law; or
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		ii. contains or creates material that is in breach of the Solution Description or Statement of Requirements and the Customer is contacted by EE about such material. 13. in relation to the Equipment; and accept the specification of the managed CPE where provided as part of the Solution, including but not limited to throughput, supported end-user client capacity and available Solution Configuration options.
4.2	System Configuration Spreadsheet or SCS	The Customer will be required to assist EE in the completion of a SCS for this Solution. This SCS does not form part of the Customer's Agreement with EE.

5. Term and Termination

5.1	Minimum Connection Period	The Minimum Connection Period for the EE Data VPN Solution is 24 months or as agreed in the EE Business Agreement Commercial Terms or the Contract Change Note ("CCN"). Where the Customer has purchased Mission Boost, this will run co-terminus with the Minimum Connection Period for the EE Data VPN Solution and will also cease on any termination of the underlying EE Data VPN Solution.
5.2	Termination	On termination or expiry of the Agreement or the Solution: 1. EE will disconnect the Leased Line, Installed Equipment and any Solution Enhancements; 2. the Customer will immediately stop accessing the EE Data VPN Solution from its devices; 3. the Customer will pay the Termination Charges specified in these Solution Terms, as applicable; 4. the Customer will disconnect any Customer Equipment from the Installed Equipment located at the Customer's premises; and 5. EE will provide configuration information in relation to the Solution provided at the Customer's premises in a format that EE reasonably specifies. The Customer may terminate Mission Boost with respect to a Connection by giving 30 days' written notice to EE. The relevant Mission Boost Subscription Charges will cease to apply following such termination. If the Customer terminates Mission Boost for all Connections, the enhanced Subscription Charges for the EE Data VPN Solution will revert to the standard Subscription Charges as set out in the Commercial Terms or applicable Contract Change Note. In such circumstances only, EE will refund to the Customer pro-rata any Mission Boost-related Subscription Charges paid by the Customer upfront in accordance with Paragraph 7.2 of these Solution Terms, after deducting any Charges or other payments due to EE under the Agreement.
5.3	Termination Charges	Customer shall pay EE the following Termination Charges in accordance with the Agreement upon early termination of this Solution: 1. Any Charges reasonably incurred by EE in the removal of the Installed Equipment and 2. Subscription Charges x number of months remaining in the Minimum Connection Period for the Solution.

6. Support for EE Data VPN Solutions

6.1	Support	Support for the EE Data VPN 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/business/terms . For an EE Data VPN Solutions with Enhanced Resilience, additional support is set out in the EE Data VPN Solution Description.
6.2	Target Response Time ("TRT")	1. EE will use reasonable endeavours to rectify faults within the TRT specified in the Data VPN SLA set out in the Solution Description. 2. TRT will be suspended while EE is awaiting the Customer's response or action or that of a Customer supplier. 3. 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. 4. Data VPN SLAs as set out in the EE Data VPN Solution Description are only available with an EE Data VPN with Enhanced Resilience and provisioned with Leased Lines.
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 terms.

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7. Charges

7.1	Subscription Charges	Charges for the Solution will be set out in the EE Business Agreement Commercial Terms or CCN based on the Solution Configuration Options and any optional feature(s) selected by the Customer as more fully set out in the Statement of Requirements. Where the Customer purchases Mission Boost, the Customer will pay the applicable Subscription Charges for Mission Boost and the enhanced Subscription Charges for the EE Data VPN Solution on a per-Connection basis as set out in the Commercial Terms or applicable Contract Change Note.
7.2	Payment	Customer may elect to pay the EE Data VPN Solution Subscription Charges: 1. upfront for the Minimum Connection Period before Commencement of the Solution and following the expiry of the Minimum Connection Period, the Customer will pay the applicable Subscription Charges on a monthly basis in advance, in accordance with the Agreement; or 2. monthly in advance.

8. Solution Restrictions

8.1	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.
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9. Confidentiality and Data Protection

9.1	Data Protection	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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