



## 1. Interpretation

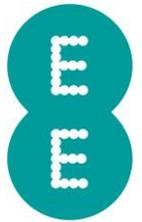
1.1 The Mobile Voice Recording Solution (referred to in these Solution Terms as "**MVR**", "**Solution**" or "**MVR Solution**") is provided in accordance with the EE General Terms and Conditions for Business Customers. ("Agreement")

1.2	Solution Description	The MVR Solution Description forms part of these Solution Terms.
1.3	Initial Order or Contract Change Note ("CCN")	The parties will agree an Initial Order or a CCN prior to the provision of the Solution.
1.4	Statement of Requirements ("SOR")	The parties will agree a Statement of Requirements if Customer selects the third party storage solution.
1.5	Customer Information Form ("CIF")	The parties will agree a CIF for Customer to add MVR Users and to remove MVR Users from the Solution.
1.6	Eligibility	The Customer must use a SIM Card with a voice Service Plan from EE in order for EE to provide the Customer with the Solution.

## 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 MVR Solution Description.

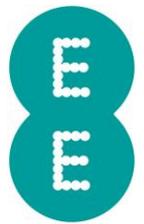
Business Hours	Working Day, 9:00am to 5:00pm.
Cloud Storage Platform	The software as a service provided by EE for hosting and storing the MVR Data.
Customer Information Form or CIF	The form the Customer will complete to add MVR Users and to remove MVR Users from the Solution.
Customer Set-Up	The process the Customer will initiate to access the MVR Solution.
Device	Any mobile or wireless voice-enabled device, handset or equipment incorporating a SIM Card that operates with the Network.
Materials	All tangible or intangible assets to be used for the provision of the Solution which shall include any system, Equipment, hardware, EE Software, End-User Licensed Software, processes, methodologies, programs, program listings, programming tools, documentation, data bases, reports, drawings and other items.
MVR Data	The data (including User Personal Data) that is recorded or captured by the Solution.
MVR User or User	The Customer employee or contractor whose inbound and outbound calls are recorded, SMS captured or both by the Solution.
MVR User Licence	A licence for the Customer to use the Solution on a MVR User Connection.
MVR Helpdesk	Access to the MVR Helpdesk for Customer assistance with the MVR Solution during Business Hours.
Recordings	Means the recordings of inbound and outbound calls and or SMS Capture from mobile numbers registered to the Solution.
Retention Period	The period for which the Customer elects per MVR User Licence to keep the Recordings or, if applicable, the extended period.
Solution	The service available for the Customer to enable MVR Users to make Recordings for internal business operations only, to access the Recordings via the Web Portal, to have access to the MVR Helpdesk and training to use the Web Portal.
MVR Solution Support	Support for the MVR Solution is as set out herein and in the MVR Solution Description. The Business Class Service for Large Business Customers does <b>NOT</b> apply to the MVR Solution.
SMS Capture	Ability to capture inbound and outbound SMS messages for a mobile user which is an optional part of MVR Solution.
Telecommunications Data	The data generated by EE incidentally and or that needs to be retained by EE for regulatory and operational reasons during the performance of the Services, including call data records, traffic data records, location data, usage data and the like.
Web Portal	The website portal for accessing the Recordings through the Website.



Web Portal User	The individual who is authorised by the Customer to log onto the Web Portal to access, retrieve or download the MVR Data.
Website	Website and access details provided to the Customer as part of Customer set-up or such other URL as EE may notify to the Customer from time to time.

## 3. Mobile Voice Recording – the Solution

3.1	Solution Requirements	<ol style="list-style-type: none"> <li>1) MVR User Licence: the Customer purchases an MVR User Licence per Connection to make Recordings.</li> <li>2) Voice Service Plan and EE SIM Card: The Customer must have an EE SIM Card Connected with the MVR User Device which includes airtime for the MVR User Connections to access the Solution.</li> <li>3) Internet access: The Customer will provide internet access with suitable security measures in place to access the Website for the Web Portal User to access and manage the Solution.</li> <li>4) Devices: Customer is not required to purchase any new Devices. The Solution can be used on any new or existing voice-enabled Device that is compatible with EE (subject to the restrictions set out in these Solution Terms).</li> </ol>
3.2	Service	<p>Standard MVR Solution as further described in the Solution Description includes:</p> <ol style="list-style-type: none"> <li>1) the ability to make Recordings for internal business operations;</li> <li>2) storage of MVR Data on the Cloud Storage Platform for the Retention Period;</li> <li>3) access to the Web Portal that will allow Customers to access, search, retrieve, listen to and download Recordings;</li> <li>4) Customer access to the MVR Helpdesk;</li> <li>5) web based training for the Web Portal User; and</li> <li>6) alternative storage for the Recordings and subject to EE confirming to the Customer that EE is able to provide the Customer with the requested option, EE will provide the Customer with the ability to store the Recordings at an alternative location other than the Cloud Storage Platform at an additional Charge.</li> </ol>
3.3	Customer Set-Up and MVR User activation and acceptance	<ol style="list-style-type: none"> <li>1) Upon acceptance by EE of Customer's Initial Order or a CCN, EE will set up the MVR Solution. ("Service Commencement Date").</li> <li>2) Once Customer Set-Up is complete, EE will send the Customer a welcome letter and the Customer may add MVR Users to the Solution by completing a CIF.</li> <li>3) EE will configure and activate MVR for each MVR User Licence as set out in the CIF and notify the Customer once the MVR Users have been activated. ("Activation Date").</li> <li>4) On Activation Date, the MVR User will be recorded automatically.</li> <li>5) After the Customer is notified of the Activation Date as set out in Paragraph 3.3.3 above:             <ol style="list-style-type: none"> <li>a) the Customer will notify EE within five days of the Activation Date ("Acceptance Period") if the MVR Solution does not conform in all material respects to the Solution Description or CIF;</li> <li>b) Customer will be deemed to have accepted the MVR Solution for such Users if the Customer makes commercial use of the MVR Solution for such MVR Users and or if the Customer fails to provide written notice to EE setting out in reasonable detail the manner that the MVR Solution for the Users failed to substantially conform to the Solution Description or the CIF. ("Notice of Defects")</li> <li>c) upon receiving the Notice of Defects, and provided the defects relate to the MVR Solution, EE will use commercially reasonable efforts to remedy the defects and a new Acceptance Period will start as set out above.</li> <li>d) if EE is unable to remedy the defects, EE will terminate the Initial Order or the CCN, as applicable and refund the Customer the MVR Licence Charge.</li> <li>e) on Activation Date or such revised Activation Date in the case of a Notice of Defects, the Customer will send a written acceptance by email to EE within five days. If the Customer fails to send a written acceptance, the Customer will be deemed to have accepted the MVR Solution.</li> </ol> </li> <li>6) Dates for performance of any Services by EE will be estimates only and will depend on the Customer meeting its obligations in a timely manner and in accordance with the Agreement.</li> </ol>



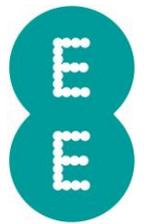
		7) The Customer's exclusive remedy for any MVR Solution failure due to defects to materially conform to the Agreement is as set out above.
3.4	Storage	<ol style="list-style-type: none"> <li>1) For the duration of the Agreement and unless the Customer wishes to store the Recordings at another location, EE will store all Recordings on the Cloud Storage Platform.</li> <li>2) On expiry of the Retention Period, the Recordings will automatically be deleted.</li> <li>3) On termination of the Agreement, for whatever reason or if an unfair use situation arises as set out in Paragraph 2.5 of the Solution Description, the Customer will be responsible for ensuring continued storage of MVR Data. EE has no responsibility for the Recordings and will have no liability to the Customer for any issue whatsoever with the storage of the Recordings and the deletion of MVR Data. If the Customer wishes to keep storing and accessing the MVR Data on the Cloud Storage Platform, the Customer will need to contact the third party supplier directly (EE will provide the contact details if required) and enter into an agreement with the third party supplier for the continued storage of the MVR Data.</li> </ol>
3.5	Rights and Consents	<ol style="list-style-type: none"> <li>1) EE grants the Customer a non-exclusive, non-sub-licensable, non-transferable, revocable licence to use the Solution on each MVR User Connection for which Customer has purchased an MVR User Licence and for the Web Portal User to access the Recordings as more fully set out in the Solution Description.</li> <li>2) EE may change how it delivers the MVR Solution provided it does not materially affect the Service or Charges to the Customer.</li> <li>3) The Customer must ensure that the Customer has obtained all necessary permission, consents and approvals for use of the Solution and complies with all laws, directives or regulations which may be applicable for the use of the MVR Solution, including MVR End Users' agreement to the Recordings.</li> </ol>
3.6	Web Portal	Access to the Website and the Web Portal is subject to such terms and conditions as may be notified to the Customer on the Website and or Website Portal from time to time.
3.7	Ownership of MVR Data	Except for Telecommunications Data which shall be owned by EE in accordance with Clause 23.2 of the General Terms and Conditions for Business Customers, the Customer shall own all right, title and interest in and to all of the MVR Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the MVR Data. The Customer will be solely responsible for the content of the Recordings and use of the MVR Solution.
3.8	Compatibility	The mobile recording element of the Solution is not compatible with Wi-Fi calling and 4G calling. The Wi-Fi calling and 4G calling features will be removed when mobile voice recording is added to a User. The mobile voice recording element of the Solution will not record calls to emergency services and roaming calls originating on non-compliant networks (on request, EE will make the Customer aware of what these networks are).

## 4. Charges

4.1	Licence Charges	<ol style="list-style-type: none"> <li>1) The MVR User Licence Charge is per MVR User Connection per month irrespective of usage.</li> <li>2) The MVR User Licence Charge will include the Retention Period and MVR Support Charges.</li> <li>3) The MVR User Licence Charges will be based on a fixed charge per month, per MVR User registered with the Solution payable in advance on a pro-rated basis.</li> <li>4) The MVR User Licence Charge will be added to the MVR User's existing voice Service Plan.</li> <li>5) Changes to an Initial Order, CCN, SOR or the CIF requested or caused by the Customer may result in additional Charges to be paid by Customer. EE will not be responsible for any delay or disruption to the MVR Solution if the fault or failure is directly or indirectly, wholly or partly attributable to the Customer.</li> <li>6) Should the Customer select the additional storage option as set out in the Solution Terms and or an unfair use situation arises as set out in the Solution Description, the Customer will pay such Charges in addition to the MVR User Licence Charge.</li> </ol>
4.2	Payment of Disputed Charges	The Customer will notify EE in writing of any disputed invoice within 5 days of the date of such invoice, including the full facts of the dispute. The Customer will pay the undisputed portion of the invoice in accordance with the Agreement and in good faith co-operate with EE to resolve the dispute.
4.3	Minimum Spend	<b>The Customer's Charges under this Solution will not contribute towards Customer's Minimum Spend under the Agreement.</b>

## 5. Customer Obligations

5.1	Customer obligations	<ol style="list-style-type: none"> <li>1) The Customer will (and will procure that its MVR Users and Web Portal Users will): <ol style="list-style-type: none"> <li>a) comply with the Customer's obligations set out in the Solution Terms and Description, in particular ensuring that all MVR Users' details are accurate and complete;</li> </ol> </li> </ol>
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		<ul style="list-style-type: none"> <li>b) distribute information to MVR Users and the Web Portal Users about the MVR Solution and how it operates;</li> <li>c) set a password for the Web Portal User to access the Web Portal (this will initially be provided by EE);</li> <li>d) ensure the Web Portal User's details are deleted and or passwords changed when they are no longer authorised to access the Web Portal;</li> <li>e) not tamper, hack modify or otherwise corrupt the security of functionality of the Materials or the Solution or any part thereof;</li> <li>f) not obscure, amend or remove any copyright notice, trademark or other proprietary marking on, or visible during operation or use of the Solution.</li> </ul> <p>2) The Customer shall appoint a Customer Representative in relation to the MVR Solution and shall notify such Customer Representative to EE in writing on or before the Service Commencement Date. EE will not be responsible for any delay or disruption to the MVR Solution if the cause of fault or failure is directly or indirectly, wholly or partly attributable to Customer or its MVR Users.</p>
5.2	Suspension	In addition to EE's rights as set out in Clause 19 of the General Terms and Conditions for EE Business Customers at <a href="http://www.ee.co.uk/business/terms">www.ee.co.uk/business/terms</a> , EE may suspend the MVR Solution or any portion thereof for any failure by the Customer to fulfil its material obligations under the Agreement.
5.3	Indemnity	The Customer shall indemnify and keep EE indemnified against all costs, losses, expenses (including without limitation legal expenses), damages, liabilities, demands incurred or suffered by EE arising out of: <ul style="list-style-type: none"> <li>1) any action or claim or proceedings brought against EE by the government, OFCOM, the Information Commissioner or any other competent regulatory authority; or</li> <li>2) any claim by a third party or by someone acting on the third party's behalf in connection with an infringement or alleged infringement of that party's rights as a result of any breach by the Customer (or its employees, subcontractors or agents) of the Solution (except to the extent such losses arise by reason of any act or omission of EE, its employees, agents or Sub-contractors) or as a result of the Customer's failure to comply with its obligations under this Agreement.</li> </ul>

## 6. Term and Termination

6.1	Term	EE will provide the Customer with the Solution from the Service Commencement Date until EE or the Customer terminates this Solution in accordance with the terms of this Agreement.
6.2	Minimum Connection Period per MVR User Licence	The Minimum Connection Period of 30 days applies to each MVR User Licence.
6.3	Automatic Termination of Recordings	MVR User Recordings will automatically stop on termination of an MVR User Licence or the Disconnection of any associated Connection. Charges for the MVR User will continue until written notice of termination has been received by EE.
6.4	Number Swap	If the Customer requires a number to be swapped, the Customer must order a new MVR User Licence for the new number and terminate the MVR User Licence no longer required by giving written notice of termination for that MVR User Licence to EE in accordance with these Solution Terms.
6.5	Termination of MVR User Licence	Customer may terminate an MVR User Licence by submitting a CIF to the MVR Helpdesk. If the MVR User Licence is terminated, this Solution will also terminate for that MVR User. Provided the End User Licence is not terminated by or for default of the Customer during the Solution Minimum Connection Period set out in Paragraph 6.2 above, no Termination Charges relating to this Solution will be payable. There is no notice period required to terminate an MVR User Licence.
6.6	Termination of MVR Solution	Customer may terminate the MVR Solution for all MVR Users by giving 30 days written notice of termination. Customer will be liable to pay Charges for all MVR Users up to date of termination of the Solution.
6.7	Termination and Additional Charges	Termination Charges will only apply if the MVR User Licence is terminated within the Minimum Connection Period per MVR User Licence. The Termination Charge per MVR User Licence will be the Price per MVR User Licence for one month as set out in the CCN. Additional Charges may be payable when an unfair use situation arises as set out in Paragraph 2.5 of the Solution Description and or for continued storage of MVR Data as set out in Paragraph 2.6 of the Solution Description.
6.8	Consequences of Termination	In addition to payment of any outstanding Charges that may be due as described in Paragraph 6.7 above and Clause 21.1 of the General Terms and Conditions for Business Customers, the Customer may continue to have access to Recordings made on or before date of termination as set out in the MVR Solution Terms and Description.



## 7. Technical Support

7.1	General	The Customer will have access to the MVR Helpdesk for any issues experienced with the Customer's use of the MVR Solution.
7.2	Contact details	The Customer will receive a welcome letter from EE with the contact details for the Helpdesk once the Customer is set up on the MVR Solution.
7.3	Web Portal	The Web Portal is available 24 hours a day, seven days a week, except for: (i) planned maintenance carried out during or outside Business Hours; and (ii) unscheduled emergency maintenance performed during or outside Business Hours.
7.4	Training	Web based training will be provided to the Customer's nominated Web Portal User.

## 8. Data Protection and Compliance with law

8.1	Data Protection	These terms are subject to the EE GDPR Processing Annex as may be updated from time to time: <a href="http://www.ee.co.uk/business/terms">www.ee.co.uk/business/terms</a> . 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-Processor are authorised to process such Personal Data.
8.2	Compliance with Applicable Law	The Customer warrants that it will ensure that any use of this Solution including any monitoring and or Recordings under this Solution shall comply with all Applicable Law including the Data Protection Legislation.

## 9. Solution Restrictions

9.1	Restrictions	<ol style="list-style-type: none"> <li>a. Insurance propositions sold by or provided on behalf of EE, as described at <a href="http://www.ee.co.uk/business/terms">www.ee.co.uk/business/terms</a>, do not apply to this Solution.</li> <li>b. EE reserves the right to charge for additional time spent if incomplete or inaccurate information provided by the Customer in the Initial Order, CCN, SOR or the CIF is the cause of an activation of the MVR Solution being delayed and or not being completed within the allotted time.</li> </ol>
9.2	Emergency Calls	Calls to emergency services can be made but will not be recorded by the MVR Solution.
9.3	Regulatory Obligations	EE does not warrant or represent that the Solution meets the Customer's legal obligations in respect of the Recordings for companies regulated by the Financial Conduct Authority including any legal obligations under Conduct of Business Sourcebook (Recording of Telephone Conversations and Electronic Communications) (no2) Instrument 2010 (FSA 2010/56) (as updated or amended from time to time) or any other relevant legislation applicable to interception, recording and monitoring of Recordings as the case may be. Customer is responsible to adhere to all applicable legislation to ensure all Recordings are in compliance with all applicable laws in all respects.
9.4	Liability	As with any automated service, the Solution may malfunction due to factors beyond the reasonable control of EE (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) and EE shall have no liability to the Customer in these circumstances.