



1. Interpretation

1.1 The Machine to Machine Solution (referred to in these Solution Terms as "**M2M**" or the "**Solution**") is provided in accordance with the Customer's Agreement with EE.

1.2	Solution Description	The M2M Solution Description forms part of these Solution Terms.
1.3	Statement of Requirements	Where there is no pre-existing M2M solution supplied by EE, the parties must complete the M2M Statement of Requirements prior to provision of this Solution. This forms part of these Solution Terms.
1.4	EE Price Guide for Large Business	The EE Price Guide for Large Business published at ee.co.uk/business/terms (or such other URL as EE may notify to the Customer) forms part of these terms and conditions.

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.

Account Set Up Charge	Any amount defined in the Commercial Terms of the Customer's Agreement or a M2M Contract Change Note agreed between the Customer and EE
Approved Modem	The modems that EE agrees may be connected to the Network as described in the Solution Description, or any other modem which EE approves in writing.
End-User	A person who enters into a contract to receive the M2M Services, M2M Equipment and / or M2M SIM Cards from the Customer or from the Customer's Resellers and who is prohibited from selling the same to any other person other than a User. An End-User is not excluded from using persons to sell, supply or distribute the M2M Services as agent on behalf of the End-User.
M2M Services	The M2M services specified in the Commercial terms of the Customer's Agreement with EE or a M2M Contract Change Note.
M2M Tariff Holiday	An additional service available on M2M Enterprise enabling the Customer to temporarily Suspend an Active Connection, the Minimum Connection Period, and the Charges.
M2M Test Mode	An additional service available on M2M Enterprise allowing the Customer to activate a SIM Card into a temporary test mode for the testing of Equipment without the Minimum Connection Period commencing.
Minimum Service Period	The period for which the Customer commits to retain this Solution as set out in the Customer's Agreement with EE or a Contract Change Note.
M2M Management Platform	The discretionary service available on M2M Enterprise which is detailed in the M2M Solution Description as amended from time to time, and use of which is subject to the terms and conditions that must be accepted when accessing the portal.
Reseller	A person who enters into a contract with the Customer to sell, supply or distribute the M2M Services to an End-User
Support	Support for M2M Services will be provided by the M2M help desk as set out in the Solution Description
Transcend	EE's M2M Management Platform for M2M Services (excluding M2M Lite and M2M 4GEE tariffs).



3. M2M – the Solution

3.1	Resale	<p>Notwithstanding anything in the General Terms and Conditions for Business Customers, the Customer may also sell, supply or distribute the M2M Services, Equipment and SIM Cards to an End-User and / or a Reseller on condition that:</p> <ol style="list-style-type: none"> The Customer agrees and acknowledges that EE's sole obligation is to the Customer and this Agreement contains EE's entire responsibility and liability regarding the supply of M2M Services; The Customer has carried out its own investigations about the End-User's and the Reseller's intended use of the M2M Services and the Customer warrants and represents that in each case the M2M Services as set out (including any limitation, dependency, restriction or obligations) in this Agreement are suitable for such intended use; When a Reseller sells, supplies, or distributes the M2M Services, M2M Equipment, or M2M SIM Cards it must be to an End-User; When an End-User sells, supplies, or distributes the M2M Services, M2M Equipment and M2M SIM Cards, it must be to a User. The Customer must ensure that it can enforce this Clause against its Reseller and that it has made its best efforts to ensure that the Reseller has such rights of enforcement against its End-Users; The Customer shall make its best efforts to ensure that the rights and obligations of End Users and Resellers are consistent and commensurate with the Customer's own obligations and EE's rights under this Agreement; EE's rights set out in Clauses 10, 13.5, 13.6, & 16.2 of the General Terms and Conditions for Business Customers must be included in the Customer's agreements with Resellers and End-Users, and such provisions must ensure that EE's rights are directly enforceable by EE against the Customer's Resellers and End Users. <p>Use of the Services, Equipment and SIM Cards by Users, Resellers or End-Users is the Customer's responsibility and the Customer agrees and acknowledges that irrespective of any notice the Customer may give, EE will not be liable for any losses incurred by the Customer, its Users, Resellers, or End Users other than as set out in this Agreement.</p>
3.2	Data Services Only	<p>M2M SIM Cards supplied to the Customer will only be enabled for data unless the Parties have agreed otherwise in writing.</p>
3.3	M2M SIM Cards	<p>The lifespan of a SIM Card or Equipment will be affected by the nature of its use and under no circumstances will the duration of this Agreement or any Minimum Connection Period imply any warranty or condition of satisfactory quality and fitness for a particular purpose in relation to SIM Cards or Equipment. It is the Customer's responsibility to ensure that SIM Cards and / or Equipment is used in accordance with the manufacturers guidelines and that SIM Cards and Equipment are replaced as recommended by EE or the SIM Card manufacturer. M2M 4GEE SIM Cards are not designed for outdoor or harsh environments, and may have a shorter life-span than M2M SIM Cards. Migration from M2M 4GEE or from M2M Lite to an M2M Enterprise tariff (or vice versa) on Transcend requires a physical SIM Swap to be completed by the Customer.</p>

4. M2M Tariff Holiday

4.1	Tariff Holiday Service	<p>EE may agree to provide the Customer with a M2M Tariff Holiday for any one or more M2M Enterprise Connections at any time for any period in increments of 1 day (midnight to midnight), but the M2M Tariff Holiday will not commence until the start of the next billing cycle. Tariff Holidays are not available on the M2M Lite or M2M 4GEE Tariffs.</p>
4.2	Method of Commencing Tariff Holiday	<p>Where EE has agreed to provide the Customer with a M2M Tariff Holiday, the M2M Tariff Holiday must be activated by the Customer in the M2M Management Platform.</p>
4.3	Ending Tariff Holiday	<p>The Customer may stop a Tariff Holiday at any time in the M2M Management Platform. Upon receipt of notice by EE through the Management Platform, the relevant Connections will become Active Connections within 24 hours.</p>
4.4	Charges	<p>On ceasing a M2M Tariff Holiday the Charges and amount of data or number of SMS available (dependent on the tariff of each specific Connection) for the days remaining in the month shall be pro-rated on a 30 day period.</p>



4.5	Withdrawal	EE may withdraw the M2M Tariff Holiday service at any time without liability to the Customer.
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5. M2M Test Mode

5.1	Eligibility.	Where EE has agreed to supply the Customer with the M2M Test Mode service, the service can only be applied when a M2M Enterprise SIM Card is Connected for the first time. M2M Test Mode cannot be applied to Active Connections or Connections which have benefited from or are benefiting from the M2M Tariff Holiday service or other trial period. M2M Test Mode is not available on M2M Lite or M2M 4GEE.
5.2	Duration	M2M Test Mode will automatically end when either the agreed volume of data or period of time comes to an end.
5.3	No Contribution to Minimum Spend	Any data or voice usage while a Connection is in M2M Test Mode will not contribute towards the Customer's Minimum Spend obligation.
5.4	Suspension	Subject to Clause 5.2 above, the Customer may suspend a Connection during M2M Test Mode or after M2M Test Mode has ended to prevent unauthorised use of the Connection
5.5	Invoicing	All Charges incurred during the M2M Test Mode period will be invoiced one month in arrears.
5.6	Cancellation	EE reserves the right, without liability to the Customer, to withdraw and terminate M2M Test Mode at EE's sole discretion, on giving the Customer written notice. Upon receipt of such notice, and Connections that have already commenced M2M Test Mode may conclude the M2M Test Mode Period but no further Connections will be permitted to enter M2M Test Mode.

6. Term and Termination

6.1	Minimum Connection Period	A Minimum Connection Period applies to this Solution and to the additional services as set out in the Commercial Terms or applicable Contract Change Note.
6.2	Minimum Service Period	The Customer must retain the Solution for the Minimum Service Period. If the Solution is terminated before the end of the Minimum Service Period then the Customer shall pay EE any outstanding Minimum Spend (as defined in the Customer's Agreement with EE or a Contract Change Note) in accordance with the General Terms and Conditions for Business Customers.

7. Technical Support

7.1	Contact details	Contact details for EE's support teams are set out in the M2M Solution Description.
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8. Solution Restrictions

8.1	Restrictions	<ol style="list-style-type: none"> 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. EE reserves the right to charge for additional site visits, if incomplete or inaccurate information provided by the Customer in the Statement of Requirements is the cause of an installation not being completed within the allotted time.
8.2	EU Roaming	The Customer agrees that it is opting out of the EU data roaming regulations for all M2M services that it purchases from EE. EE will not send text messages notifying of data use thresholds or suspend services to the Customer if EU threshold is reached.



8.3	Emergency Calls	Emergency services cannot be accessed using the Service and EE accepts no responsibility whatsoever for the handling of emergency calls.
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