



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 of 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	Antenna	Means either: <ol style="list-style-type: none"> Externally mounted high gain antenna for EE network signal. Internally mounted high gain antenna for EE network signal. Internal antenna for Wi-Fi broadcast.
2.2	Connected Vehicle Data Service Plan	Means the data service plans specific to the Connected Vehicle Solution as detailed in the Price Guide.
2.3	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.
2.4	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.
2.5	Minimum Connection Period	means as defined in clause 6.1 below.
2.6	Router	Means either: <ol style="list-style-type: none"> the business grade router; or the business grade branch adapter provided by EE.
2.7	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 equipment; Repair of a fault; Decommissioning of 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"> install, maintain and support the Connected Vehicle Equipment; provide the Customer with access to a helpdesk 24/7 365 days of the year; hold and deploy additional Connected Vehicle Equipment; remotely configure the Connected Vehicle Equipment and diagnose any performance issues; and provide Customer upon request with read-only access to a device 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 licence 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 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, if the Connected Vehicle Solution is still within its Minimum Connection Period EE may replace faulty Connected Vehicle Equipment subject to an additional charge.
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4. Charges

4.1	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.
4.2	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.
4.3	No Contribution to Minimum Spend	Customer Vehicle Installation Charges and Subscription Charges for this Solution will not contribute towards the Customer's Minimum Spend obligation unless otherwise stated in the Commercial Terms or a Contract Change Note.
4.4	Connected Vehicle Data Service Plans	With the exception of unlimited Connected Vehicle Data Service Plans, all Connected Vehicle Data Service Plans have a limited data allowance and an out of bundle Usage Charge Limit. Email alerts are sent to the account administrator's email address at 80% and 100% of the out of bundle Usage Charge Limit (set out in the Price Guide). Once the data allowance is used up, an out of bundle rate per MB, as set out in the Price Guide, will apply to any additional data usage up to the Usage Charge Limit applicable to the Customer's Connected Vehicle Data Service Plan. Once the Usage Charge Limit is reached, data services will be suspended until the data allowance re-starts on the next billing date or the Customer changes data plan (where permitted by EE and at an extra cost).
4.5	Spend Caps	Connected Vehicle Data Service Plans will not be included in any Spend Caps requested by the Customer.
4.6	Additional charges	<p>Additional charges may be 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"> 1. Any maintenance, alteration, modification or adjustment has been performed by persons other than EE unless approved in advance by EE; 2. Equipment has been moved (unless approved in advance by EE); 3. There has been failure, interruption or surge in the electrical power to the EE equipment; 4. The fault arises from cabling or wiring problems on Customer Vehicle; 5. The EE equipment has been neglected or misused or damaged through a vehicle incident; 6. The Customer cancels an installation with less than 48 hours' notice.

5. Customer Obligations

5.1	Customer obligations	<p>The Customer will (and where applicable, procure that its Users will):</p> <ol style="list-style-type: none"> 1. provide adequate and safe access to their Site and/or Customer Vehicle for the EE engineer to commence installation of the Solution; 2. complete any configuration requirements on their systems before the EE engineer arrives at Site or Customer Vehicle to complete the installation; 3. 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 exiting infrastructure the Customer shall confirm acceptance of this in the SOR; 4. 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; 5. 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; 6. allow EE to to install, operate, maintain, repair, renew, upgrade, add, alter, remove and replace the Connected Vehicle Equipment on the Customer Vehicle;
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		<ol style="list-style-type: none"> 7. 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; 8. not interfere with or move the Connected Vehicle Equipment; 9. take all reasonable steps to protect the Connected Vehicle Equipment (including obtaining appropriate insurance) from loss, theft or damage; 10. not sell, charge, assign, transfer or dispose of or part with possession of the Connected Vehicle Solution or any part of it; 11. 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; 12. 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 Sites(s) and/or Customer Vehicle(s); 13. keep the Connected Vehicle Solution safe and without risk to health; 14. 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; 15. ensure that a representative is on Customer Vehicle during any installation or decommission to provide sign off; and 16. 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.
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6. Term and Termination

6.1	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 Customer Vehicle and commences upon completion of installation at that Customer Vehicle.
6.2	Termination	Subject to clause 6.3 of these Solution Terms, the Customer can terminate the Solution by giving EE at least 30 days written notice.
6.3	Termination Charges	Customer shall pay EE the following Termination Charges in accordance with the Agreement upon early termination of this Solution: Subscription Charges x number of months remaining in the Minimum Connection Period for each customer Solution - 5%
6.4	Consequences of Termination	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. 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 Equipment.
6.5	Individual Vehicle Decommission	If the Customer no longer requires Connected Vehicle Equipment at a Customer Vehicle, then it must give EE a minimum of 5 working days notice to retrieve any Connected Vehicle Equipment.
6.6	Full Vehicle Decommission	If the Customer no longer requires the Solution at any of its Customer Vehicles, it shall notify EE in accordance with clause 6.2 (Termination) of these Solution Terms.
6.7	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.

7. Support for Connected Vehicle Solution

7.1	Support	Support for the Connected Vehicle 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 .
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7.2	Target Response Time (TRT)	EE will use reasonable endeavors to rectify faults within the TRT specified in the the Solution Description. TRT will be suspended while EE is awaiting the Customer's response or action, or that of a Customer 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.
7.3	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.

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.
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.

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 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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