



1. Interpretation

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

2. Definitions

The definitions set out in the General Terms and Conditions for Business Customers apply to this Solution except where amended below.

Client Software	Means the End User Licensed Software as indicated in the Customer Order Form or Contract Change Note and provided by EE under this Solution which is installed by or on behalf of the Customer on the Devices.
Device	Means any mobile or wireless device, handset, USB drive, data card, memory card or other equipment incorporating a SIM, or tablet (which may or may not incorporate a SIM).
Licensing Option	Means the NetMotion Cloud Core Licensing Option, NetMotion Cloud Core Plus Licensing Option, NetMotion Cloud Complete Licensing Option, NetMotion Cloud MIQ Licensing Option, NetMotion Core On-premise Licensing Option, NetMotion Core Plus On-premise Licensing Option, or the NetMotion Complete On-premise Licensing Option.
NetMotion Cloud Complete Licensing Option	Means the cloud deployed Licensing Option that provides full access to the NetMotion platform and all of its features.
NetMotion Cloud Core Licensing Option	Means the cloud deployed Licensing Option which provides mobile VPN, technologies to enhance network performance and connectivity, encryption and authentication.
NetMotion Cloud Core Plus Licensing Option	Means the cloud deployed Licensing Option providing the functionality of the NetMotion Cloud Core Licensing Option plus a policy engine with prioritization tools to improve the user experience.
NetMotion Cloud MIQ Licensing Option	Means the Licensing Option providing a cloud-based policy engine for on-premise NetMotion deployments.
NetMotion Complete On-premise Licensing Option	Means the on-premise deployed Licensing Option which provides full access to the NetMotion platform and all of its features.
NetMotion Core On-premise Licensing Option	Means the on-premise deployed Licensing Option which provides mobile VPN, technologies to enhance network performance and connectivity, encryption and authentication.
NetMotion Core Plus On-premise Licensing Option	Means the on-premise deployed Licensing Option providing the functionality of the NetMotion Cloud Core Licensing Option plus a policy engine with prioritization tools to improve the user experience.
Management Portal	Means the NetMotion web-based configuration and management utility that an administrator can use to configure settings, create and apply client policies, monitor server status and client connections, monitor activity or event logs, and troubleshoot problems.
Network Operator	Means any mobile communications system network operator which provides wireless or mobile voice and data services to the Customer and Users.
Professional Services	Means the services for any additional management, set-up or configuration of the Solution as set out in the Customer Order Form or Contract Change Note as appropriate.
Solution Minimum Connection Period	The Solution Minimum Connection Period is a period of 12 months from the Service Commencement Date.
Supplier	Means Netmotion Wireless (UK) Limited (registered no. 08799018) with its registered office at Highlands House Basingstoke Road, Spencers Wood Reading, RG7 INT.
Technical Help Desk	Means the Supplier helpdesk to which the Customer can report incidents and ask questions about the Solution.

3. NetMotion – the Solution

3.1	Solution	For this Solution, the Customer will be provided with the following: (a) the Client Software, (b) a Management Portal; and (c) access to a Technical Help Desk and Professional Services.
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<p>3.2 End User Licensed Software</p>	<p>EE will only provide the Solution if the Customer has entered into an End User License Agreement with the Supplier in the form set out as follows: For the NetMotion Cloud Core Licensing Option, NetMotion Cloud Core Plus Licensing Option, NetMotion Cloud Complete Licensing Option: Terms-of-Service-NetMotion-SAAS-v4-16Feb2022.pdf (netmotionsoftware.com) For the NetMotion Cloud MIQ Licensing Option: 12.5xEULA-16Feb2022.pdf (netmotionsoftware.com) For the NetMotion Core On-premise Licensing Option, NetMotion Core Plus On-premise Licensing Option, or the NetMotion Complete On-premise Licensing Option: FINAL.NetMotion-EULA-V12-06-April21-1.pdf (netmotionsoftware.com)</p> <p>as may be amended or supplemented from time to time by the Supplier (each an “End User Licence Agreement” or “EULA”).</p> <p>The Customer will observe and comply with the EULA for all and any use of the Client Software.</p> <p>If the Customer does not comply with the EULA, EE may restrict or suspend the Solution upon reasonable notice, and the Customer will continue to pay the Charges for the Solution until the end of the Solution Minimum Commitment Period.</p> <p>The Customer will enter into the EULA for their own benefit and the rights, obligations, acknowledgements, undertakings, warranties and indemnities granted in accordance with the EULA are between the Customer and the Supplier and the Customer will deal with the Supplier with respect to any loss or damage suffered and any such loss or damage will not be enforceable against EE.</p> <p>Where the EULA is presented in a ‘click to accept’ function and the Customer requires EE to configure or install Client Software on the Customer’s behalf, EE will do so as the Customer’s agent and bind the Customer to the EULA.</p>
<p>3.3 Solution Requirements</p>	<p>For EE to provide the Solution, the Customer will have in place throughout the duration of the Solution:</p> <ul style="list-style-type: none"> (a) an internet connection for access to the Management Portal; and (b) a mobile data connection and valid contract with a Network Operator for the provision of mobile phone and data services. <p>If EE provides the Customer with any Services other than this Solution, these Solution Terms will not apply to those Services and those Services will be governed by their own separate terms.</p>
<p>3.4 Device Compatibility</p>	<p>The Solution is only suitable for use with compatible Devices. A list of all Devices compatible with the Solution can be obtained from EE on request.</p>
<p>3.5 Minimum License Requirements</p>	<p>Throughout the Solution’s Minimum Connection Period and any further term, the minimum license requirements will be as follows:</p> <ul style="list-style-type: none"> (a) for the NetMotion Complete On-premise Licensing Option, NetMotion Core On-premise Licensing Option, or NetMotion Core Plus On-premise Licensing Option: <ul style="list-style-type: none"> i. 25 licenses in any Initial Order, and ii. 10 licenses for any additional licenses procured thereafter through a Contract Change Note throughout the duration of the Solution. (b) for the NetMotion Cloud Core Licensing Option, NetMotion Cloud Core Plus Licensing Option, NetMotion Cloud Complete Licensing Option, or NetMotion Cloud MIQ Licensing Option, <ul style="list-style-type: none"> i. 100 licenses in any Initial Order, and ii. 10 licenses for any additional licenses procured thereafter through a Contract Change Note throughout the duration of the Solution. <p>If the minimum license requirements are not met the order will not be accepted.</p>

4. Charges

<p>4.1 Invoicing</p>	<p>In addition to any Charges detailed in the Commercial Terms, EE will invoice the Customer for the:</p> <ul style="list-style-type: none"> (a) Subscription Charges for the Licensing Options on a per User per month basis; and (b) Professional Services Charges, as applicable, on a one-off basis.
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5. Customer Obligations

<p>5.1 Customer obligations</p>	<p>The Customer will (and where relevant will procure that its Users will):</p>
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- (a) appoint a Customer Representative in relation to the Solution and will notify such Customer Representative to EE in writing on or before the Service Commencement Date. Changes to the Customer Representative will be promptly notified to EE in writing.
- (b) complete any preparation activities that EE may request to enable the Customer to receive the Solution promptly and in accordance with any reasonable timescales;
- (c) be responsible for the configuration and relevant technical infrastructure required to direct traffic through the Solution;
- (d) distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the Solution;
- (e) comply and ensure that the Customer's Users comply with all Applicable Laws, terms of use or other policies and codes applicable to use of the internet or the service provided by any Network Operator;
- (f) ensure the security and proper use of all valid User access profiles, passwords and other systems administration information used in connection with the Solution and:
 - (i) immediately terminate access for any person who is no longer a User;
 - (ii) inform EE immediately if a User's ID or password has, or is likely to, become known to an unauthorised person, or is being or may be used in an unauthorised way;
 - (iii) take all reasonable steps to prevent unauthorised access to the Solution;
 - (iv) satisfy EE's security checks if a password is lost or forgotten; and
 - (v) change any or all passwords or other systems administration information used in connection with the Solution if EE requests the Customer to do so in order to ensure the security or integrity of the Solution.
- (g) The Customer will have sole responsibility for ensuring the correct installation of Client Software on the Devices. The Customer will be liable for Charges for the Solution regardless of whether the Client Software has been correctly installed or not. Removal of Client Software from Devices is the sole responsibility of the Customer.

6. Term and Termination

6.1	Solution Minimum Connection Period	The Solution Minimum Connection Period applies to this Solution.
6.2	Term	EE will provide the Customer with this Solution from the Service Commencement Date until the earlier of the expiry of the Minimum Connection Period if the Customer does not renew the relevant Licensing Options, or until EE or the Customer terminates this Solution in accordance with the terms of the Agreement.
6.3	Termination of End User Licence Agreement	If the End User Licence Agreement is terminated (or, if there is more than one End User Licence Agreement, if all the End User Licence Agreements terminate), this Solution will also terminate.
6.4	Termination Charges	If the Customer terminates the Solution within the Solution Minimum Connection Period, Customer will pay EE the following Termination Charges in accordance with the Agreement upon early termination of this Solution: the total Subscription Charges for each Licensing Option x number of months remaining in the Solution Minimum Connection Period for the Solution.

7. Technical Support

7.1	Contact details	<p>The Solution will provide the Customer with access to a Technical Help Desk which will trouble-shoot and assist with issues with the Solution.</p> <p>The Technical Help Desk is available 24 hours a day during a Working Day.</p> <p>Only the Customer Representative is permitted to contact the Technical Help Desk.</p>
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8. Data Protection



8.1	Data Protection	EE will need to share with the Supplier the contact details of the Customer's administrator for the purposes of the Supplier setting up the Customer's account. Please see the Supplier's privacy policy for further information on their data practices.
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9. General Terms

9.1	Restrictions	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.
9.2	Emergency Calls	Emergency services cannot be accessed using the Solution and EE accepts no responsibility whatsoever for the handling of emergency calls.
9.3	Licence	EE grants the Customer a limited, revocable, non-exclusive, non-sub licensable licence to use the Solution for the Customer's own internal business purposes and in accordance with these Solution Terms.
9.4	Liability	As with any automated service, the Solution may malfunction due to factors beyond the reasonable control of EE or its third party suppliers (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 will have no liability to the Customer in these circumstances.
9.5	Access to Third Party Services	<p>By using the Solution, the Customer and Users may access content, products and services provided by third parties. EE does not control these third parties or their links, and EE is not responsible for the content or practices of any third party.</p> <p>The Customer will refer to the policies posted by third parties on their websites regarding privacy and other topics before the Customer or Users use them. If the Customer chooses to purchase any products or services from a third party, the Customer's relationship is directly with the third party. The Customer agrees that EE is not responsible or liable for any loss or damage whatsoever which the Customer or any User may incur from dealing with any third party.</p>