



## 1. Interpretation

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

1.2	Solution Description	The TPM Solution Description forms part of these Solution Terms.
1.3	Customer Information Form ("CIF")	The parties will agree a CIF for the Customer to add TPM Users and to remove TPM Users from the Solution.

## 2. Definitions

2.1 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.

Customer Information Form or CIF	The form agreed by the parties from time to time to add TPM Users and to remove TPM Users from the Solution.
Microsoft	Microsoft Corporation with registered address at One Microsoft Way Redmond, WA 98052-7329, USA.
Microsoft Office 365	a line of subscription services offered by Microsoft, as part of the Microsoft Office product line.
Microsoft Office 365 tenant	the group of applications hosted by Microsoft dedicated and configured for a single customer.
Microsoft Teams or Teams	a unified communications platform provided by Microsoft that combines persistent workplace chat, video meetings, file storage, and application integration.
TPM User	anyone who is authorised by the Customer to use the Solution.
Teams Admin Centre or TAC	an online administration system that allows the Customer's IT administrators to configure settings, take remedial action, and manage how TPM Users collaborate in their organisation.
Solution Minimum Connection Period	as set out in the Initial Order or Contract Change Note.
Spend Cap	a bill limit that will apply to the Usage Charges for each billing account during each billing period.
Standard Support	The Business Class Service for Large Business Customers, the terms and conditions for which are set out in the EE Large Business Price Guide available on request from EE or at <a href="http://www.ee.co.uk/business/terms">www.ee.co.uk/business/terms</a> .

## 3. Teams Phone Mobile – the Solution

3.1	Solution	For this Solution, EE will provide the Customer with: (a) the ability for Microsoft Teams to work with the Customer's SIM enabled phone number; and (b) the ability to transfer calls between the Network and Microsoft Teams as more particularly described in the Solution Description.
3.2	Solution Requirements	Solution Requirements are set out in the Solution Description.
3.3	No Warranty	The Solution is provided to the Customer on a no warranty basis. EE does not warrant or represent that the Solution will be: 1. uninterrupted or error free; or 2. inter-operable with any particular third party software or equipment that is not set out in the Solution Description.



## 4. Charges

4.1	Invoicing	EE will invoice the Customer for the: <ul style="list-style-type: none"> <li>(a) Subscription Charges per TPM User;</li> <li>(b) Usage Charges as set out in the Solution Description</li> </ul>
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## 5. Customer Obligations

5.1	Customer obligations	<p>The Customer shall (and where applicable, procure that any TPM Users shall):</p> <ul style="list-style-type: none"> <li>(a) comply with the Customer's obligations set out in these Solution Terms and the Solution Description,</li> <li>(b) ensure that all TPM Users' details are accurate and complete;</li> <li>(c) 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.</li> <li>(d) complete any preparation activities that EE may request to enable the Customer to receive the Solution promptly and in accordance with any reasonable timescales;</li> <li>(e) be responsible for the configuration of TPM Users through the Teams Admin Centre as required to direct traffic through the Solution;</li> <li>(f) distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of TPM Users' access to the Solution;</li> <li>(g) comply and ensure that the Customer's TPM Users comply with all Applicable Laws, terms of use or other policies and codes applicable to use of the internet;</li> <li>(h) ensure the security and proper use of all valid TPM User access profiles, passwords and other systems administration information used in connection with the Solution and:             <ul style="list-style-type: none"> <li>I. immediately terminate access for any person who is no longer a TPM User; and</li> <li>II. take all reasonable steps to prevent unauthorised access to the Solution.</li> </ul> </li> <li>(i) have sole responsibility for ensuring the correct installation of any third party software on the Devices. The Customer will be liable for Charges for the Solution regardless of whether the third party software has been correctly installed or not. Removal of any third party software from Devices is the sole responsibility of the Customer;</li> <li>(j) ensure, at its own expense that its personal computers, mobile devices, handsets, headsets, webcams or accessories which may be required to access the Solution are of sufficient technical specification to meet the requirements for the client applications as specified by Microsoft from time to time; and</li> <li>(k) ensure compliance with applicable laws and regulations of any network and/or voice services that are used in combination with the Solution.</li> </ul> <p>EE will not be responsible for any delay or disruption to the TPM Solution if the cause of fault or failure is directly or indirectly, wholly or partly attributable to Customer, its TPM Users or a third party provider.</p>
5.2	TPM Call Barring	The Customer will have sole responsibility for applying any required TPM call bars to restrict Teams calls directly through the TAC.
5.3	Licences	In order to use the Solution, the Customer must, at its own expense, obtain and correctly maintain, all licenses for Microsoft Teams.
5.4	Number Port or Swap	Where the Customer wishes to port or switch its existing mobile service from an alternative service provider to EE or the Customer requires a number to be swapped, the Customer must assign the new mobile number to the TPM User in the TAC.
5.5	Microsoft Teams	<p>The Customer will be responsible for:</p> <ul style="list-style-type: none"> <li>(a) administration of its active directory and Microsoft Office 365 tenant and providing helpdesk support for its Users in respect of their use of Microsoft Office 365;</li> <li>(b) the provision, licensing, deployment, administration, management and maintenance of TPM User's Equipment;</li> <li>(c) providing a customer service desk to support the TPM Users' use of Microsoft Office 365, that will:             <ul style="list-style-type: none"> <li>1. be familiar with the Solution; and</li> <li>2. be the first point of contact for all TPM Users for all queries in respect of Microsoft Office 365.</li> </ul> </li> </ul>



## 6. Term and Termination

6.1	Solution Minimum Connection Period	<p>A Minimum Connection Period applies to this Solution as set out in the Commercial Terms or applicable Contract Change Note which shall apply to all TPM Users.</p> <p>The Solution Minimum Connection Period for any TPM Users added after the Service Commencement Date shall be coterminous with the overall Solution.</p>
6.2	Termination	<p>Unless the Customer gives at least 30 days' written notice to terminate the Solution before the end of the Solution Minimum Connection Period, on expiry of the Solution Minimum Connection Period, EE will continue to provide the Solution to the Customer in accordance with these Solution Terms.</p>
6.3	Termination Charges	<p>The Customer will pay EE the following Termination Charges in accordance with the Agreement upon early termination of:</p> <ol style="list-style-type: none"> <li>a. this Solution: the total Subscription Charges x number of months remaining in the Solution Minimum Connection Period; or</li> <li>b. a TPM User: the Subscription Charges per TPM User x number of months remaining in the Solution Minimum Connection Period.</li> </ol> <p>If an individual Connection that has TPM applied is terminated, the related TPM User will be ceased and Termination Charges in this paragraph 6.3b. will apply in addition to any other Termination Charges that may be applicable to that Connection.</p>

## 7. Technical Support

7.1	Eligibility for Support	<p>This clause 7 only applies where the Customer is eligible for Standard Support. If the Customer meets the eligibility criteria set out in the Standard Support Solution terms, Standard Support applies to this Solution in addition to or as amended by the terms set out below and in the Solution Description.</p>
7.2	Contact details	<p>Contact details for EE's support teams are set out in the Standard Support Solution Description.</p>

## 8. Confidentiality and Data Protection

8.1	Data Protection	<p>EE will share with Microsoft the TPM Users' Personal Data such as mobile number of the TPM User in order to set up the Solution.</p> <p>In providing the Solution, Microsoft will also process call connection data for inbound and outbound calls for a TPM User as well as Call Data Records (certain Call Data Records shall be shared with EE for billing purposes).</p> <p>Microsoft shall process the above Personal Data as a Data Controller. The Customer should refer to Microsoft's privacy policy for further information.</p>
8.2	Compliance with Applicable Law	<p>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.</p>

## 9. Solution Restrictions and Limitation of Liability

9.1	Restrictions	<ol style="list-style-type: none"> <li>1. 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>2. TPM is incompatible with the Mobile Voice Recording Solution ("MVR"). The Customer cannot select both TPM and MVR on the same Connection;</li> <li>3. TPM is incompatible with any voice Spend Caps applied to a Connection. The Customer cannot apply both TPM and Spend Caps on the same Connection, unless it is a data only Spend Cap.</li> </ol>
9.2	Emergency Calls	<p>Calls to emergency services can be made using TPM. Location information, for calls that originated on Microsoft Teams, will not be passed to emergency services. While outside the UK, any calls to emergency services that originated on Microsoft Teams, will be connected to UK emergency services.</p> <p>Calls to emergency services using TPM may sometimes be unavailable for reasons beyond EE's reasonable control, for example, the weather, power disruptions, and failures of, if used in conjunction with,</p>



		<p>the Customer's internet service provider or broadband connection that makes all services provided through this connection unavailable including access to emergency services.</p> <p>It is the Customer's responsibility to inform all potential TPM Users of TPM of the above limitations and of the need to have an alternative means of accessing emergency services.</p>
9.3	Liability	<p>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 shall have no liability to the Customer in these circumstances.</p>
9.4	Access to Third Party Services	<p>By using the Solution, the Customer and TPM Users may access applications, 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 TPM 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 TPM User may incur from dealing with any third party.</p>