



1. Interpretation

1.1 Akamai Secure Internet Access Mobile (referred to in these Solution Terms as the "**Solution**") is provided in accordance with the Agreement between the Customer and EE.

1.2	Solution Description	The Akamai Secure Internet Access Mobile Solution Description forms part of these Solution Terms.
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2. Definitions

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

APN	Means Access Point Name and is a gateway between a mobile network and another computer network. A mobile device making a data connection must be configured with an APN to present to the carrier.
Content	Means all text, information, data, software, executable code, images, audio, or video material in any medium or form that is provided to EE or the Supplier for delivery via the Akamai Platform.
Compatible Device	Means a Device that incorporates an EE SIM.
Customer Data	Means all data, including all text, sound, or image files and software provided to EE or EE's licensors (or both) by the Customer or on the Customer's behalf through the Solution, and may include Personal Data.
Licensing Option	Means the Akamai Secure Internet Access Mobile and/or Akamai Secure Internet Access Mobile plus Private Access.
Management Portal	Means the management portal that the Customer will access through a compatible web browser and that manages the Device Application Software.
Network Operator	Means any mobile communications system network operator which provides wireless or mobile voice and data services to the Customer and Users.
Private Access	Means a type of licence option provided by the Supplier.
Standard Support	The Business Class Service for Large Business Customers, the terms and conditions for which are set out in the Price Guide available on request from EE or at www.ee.co.uk/business/terms .
Supplier	Means Akamai Technologies Limited (Company No. 03921701) with a registered address at 7 Air St, London W1B 5AD, United Kingdom.
Technical Help Desk	Means the EE helpdesk to which the Customer can report incidents and ask questions about the Solution.

3. Mobile Secure Data Management – the Solution

3.1	Solution	EE will provide the Customer with: <ul style="list-style-type: none"> (a) Licensing Options; (b) Management Portal; and (c) access to a Technical Help Desk, as more particularly described in the Solution Description.
3.2	Licensing Options	The Customer will order a Licensing Option to be used with the Solution. A minimum order volume of 100 Licensing Options applies to the Customer's initial Order.
3.3	Solution Requirements	For EE to provide the Solution, the Customer will have in place throughout the duration of the Agreement: <ul style="list-style-type: none"> (a) for the Management Portal, an internet connection; and (b) a mobile data connection and valid contract with EE for the provision of mobile phone and data services, with a compatible data Service Plan. <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>



3.4	End User Licensed Software	<p>EE will only provide the Solution if the Customer has entered into an end user licence agreement with the Supplier in the form set out at https://help.securemobi.net/en/articles/4563267-eula as may be amended or supplemented from time to time by the Supplier (“EULA”).</p> <p>The Customer will observe and comply with the EULA for all and any use of the 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 Minimum Agreement Term.</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>
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4. Charges

4.1	Invoicing	<p>In addition to any Charges detailed in the Commercial Terms, EE will invoice the Customer the:</p> <p>(a) Subscription Charges monthly in advance for the relevant month and for any period where the Solution is provided for less than one month, the Subscription Charges will be calculated on a daily basis.</p>
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5. Customer Obligations

5.1	Customer obligations	<p>The Customer will:</p> <p>(a) appoint a Customer Representative for the Solution and will notify details of the Customer Representative to EE in writing on or before the Service Commencement Date with any changes promptly notified to EE in writing;</p> <p>(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;</p> <p>(c) be responsible for the configuration and relevant technical infrastructure required to direct traffic through the Solution;</p> <p>(d) distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users’ access to the Solution;</p> <p>(e) 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:</p> <ul style="list-style-type: none"> (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. <p>(f) not allow any User specific subscription to be used by more than one individual User unless it has been reassigned in its entirety to another individual User, in which case the Customer will ensure the prior User will no longer have any right to access or use the Solution;</p> <p>(g) comply and ensure that the 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;</p> <p>(h) obtain all the necessary consents from the Users for EE to be able to provide the Solution; and</p> <p>(i) provide log files, configuration files, error messages and any other information that is required to understand and resolve any incident as more particularly described in Paragraph 2.4.1 of the Solution Description.</p>
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6. Term and Termination

6.1	Solution Minimum Connection Period	<p>The Initial Order or Contract Change Note will set out a Minimum Connection Period for the Solution which will start on the Service Commencement Date.</p> <p>The Minimum Connection Period for any additional licences added after the Service Commencement Date shall be coterminous with the overall Solution.</p>
6.2	Expiry of Minimum Connection Period	<p>Unless the Customer gives at least 30 days' written notice to terminate the Solution before the end of the Minimum Connection Period, on expiry of the Minimum Connection Period, EE will continue to provide the Solution to the Customer in accordance with these Solution Terms.</p> <p>If the Customer or EE gives written notice to terminate the Solution, EE will cease providing the Customer with the Solution on expiry of 30 days following receipt of the written notice to terminate.</p>
6.3	Termination of End User Licence Agreement	<p>If the EULA is terminated for any reason, this Solution will terminate.</p>
6.4	Termination Charges	<p>If the Customer terminates the Solution within the Minimum Connection Period, the Customer will pay EE Termination Charges in accordance with the Agreement calculated as follows: 75% of the Subscription Charges for any remaining months of the Minimum Connection Period.</p>

7. Technical Support

7.1	Contact details	<p>EE 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 during the hours of 8am to 6pm Monday to Friday, excluding all public and bank holidays.</p> <p>Only the Customer Representative is permitted to contact the Technical Help Desk.</p> <p>Further details on support are set out in the Solution Description.</p>
7.2	Standard Support	<p>This Clause 7.2 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 and conditions, Standard Support applies to this Solution in addition to or as amended by the terms set out below and in the Solution Description. In the event of any conflict between the Solution Description and the Standard Support Solution terms and conditions, the Solution Description will have priority.</p>

8. Confidentiality and Data Protection

8.1	Customer Data	<p>The Customer or Users will be solely responsible for the quality, accuracy, integrity, legality, appropriateness and intellectual property ownership or right to use of all Customer Data.</p> <p>EE will process personal data in accordance with Clause 26 of the General Terms.</p> <p>The Supplier and EE will have the right to use or act upon any suggestions, ideas, enhancement requests, feedback, recommendations or other information that the Customer or other third party provides about the Solution.</p> <p>By entering into this Agreement the Customer agrees to the terms of the Supplier EULA as set out in the web address at Clause 3.4 of these Solution Terms.</p> <p>The Customer or Users:</p> <ul style="list-style-type: none"> - will observe and comply with the EULA; and - acknowledge and agree to any data processing provisions within the EULA which sets out how the Supplier will process any Customer Personal Data
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8.2	Customer Liability	Data	The Customer will indemnify EE against all claims, losses, costs and liabilities brought by any third parties (including the Customer's employees, workers or contractors) against EE arising out of EE's use of Customer Data in accordance with Clause 8.1 of these Solution Terms.
8.3	Third Party Suppliers		<p>In providing the Solution, EE and/or its third party supplier may have access to Customer's and/or Users' Personal Data for which the Customer is the Data Controller and EE will ensure that it and the Supplier will:</p> <ul style="list-style-type: none"> (a) observe the confidential nature of the Personal Data on terms that are no less onerous than those that apply to EE under the Agreement or Solution; (b) process the Personal Data only for the purposes of providing the Solution to the Customer; and (c) apply appropriate technical and organisational measures to safeguard against any unauthorised access, loss, destruction of or damage to the Personal Data.
8.4	Privacy Laws		The Customer will at all times comply with all Data Protection Legislation.

9. General Terms

9.1	Restrictions		<ul style="list-style-type: none"> (a) 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. (b) EE will not have any liability to the Customer or any User for any data usage or telecom charges that the Customer may incur from a Network Operator while using the Solution. (c) EE does not make any representations, whether express or implied, that the Solution will prevent or detect all threats or unauthorised actions. (d) EE has no responsibility for storing or backing up the Customer's or any User's data that passes through EE's or any of EE's subcontractors' or suppliers' servers.
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, non-transferrable 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 the Supplier (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	Limitation of Liability		<p>Clause 22.2(a) of the General Terms and Conditions for Business Customers is deleted and replaced with the following:</p> <p>'the total liability of each party under or arising in connection with this Agreement in contract, tort (including negligence), breach of statutory duty or otherwise, will be limited to 115% of the Charges paid or payable by the Customer under this Agreement;'</p>
9.6	Third Party Content		<p>By using the Solution, the Customer and Users may access content, products and services provided by third parties. EE and the Supplier do not control these third parties or their links, and EE and the Supplier are 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 neither EE nor the Supplier is responsible or liable for any loss or damage whatsoever which the Customer or any User may incur from dealing with any third party.</p>
9.7	Indemnity		Customer shall indemnify EE against claims and proceedings, damages, costs and expenses arising or incurred in respect of infringement of a third party's Intellectual Property Rights or violation of any Applicable Law resulting from Customer's use or delivery of Content.