



1. Interpretation

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

1.2	Solution Description	The Device Lifecycle Management Solution Description forms part of these Solution Terms.
1.3	Eligibility	The following eligibility criteria applies to this Solution: <ol style="list-style-type: none"> a) a minimum of 400 Eligible Devices must be included in the Initial Order or Contract Change Note adding this Solution; and b) the Solution must be applied to all Connected mobile phone Devices ordered under the Customer's account with EE.

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.

ASECCA	ASECCA Limited, a company incorporated in England & Wales (registered no. 08140380), having its registered office at The Green House, 43 Northgate, White Lund Ind Est, Lancaster, LA3 3PA.
ASH Platform	Software made available to Customer by ASECCA and which will hold relevant data pertaining to the Solution.
DLM Essential	The service under which EE helps customers by collecting their devices and either making them fit for repurpose within the organisation or recycling their devices.
Device Pool	As part of DLM Select, the pool of mobile phone devices up to the Threshold held for the Customer to substitute Eligible Devices.
DLM Quantity	The number of Eligible Devices covered by the Solution.
DLM Select	An additional option to DLM Essential under which EE provides a refurbished mobile phone device to the Customer, in replacement for its existing device, as more specifically set out in the Solution Description.
Eligible Device(s)	A mobile phone device which (a) is owned by the Customer or purchased under this Agreement, and (b) is Connected to Service Plans under the Agreement.
Redeployment	A single instance of an Eligible Device being repackaged and prepared for dispatch in the Customer's workforce.
Retrieval	A single instance of an Eligible Device being provided to ASECCA through post, courier or dedicated collection by ASECCA. 'Retrieve' shall be interpreted accordingly
Replacement	As part of DLM Select, a single instance of an Eligible Device being replaced from the Device Pool.
Solution Minimum Connection Period	The minimum period the Customer commits to receive the Solution as set out in the Initial Order or applicable Contract Change Note.
Standard Support	The Standard Support 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 www.ee.co.uk/business/terms .
Threshold	The maximum quantity of Replacements the Customer may make from the Device Pool throughout the term of the Solution, depending on the DLM Select option chosen in the Initial Order or Contract Change Note, and as more specifically described in the Solution Description.
User	The person to whom the Solution is made available and anyone who is authorised by the Customer to use the Solution.
Year	Each consecutive 12-month period from the commencement of the Solution.

3. Device Lifecycle Management – the Solution



3.1	Service	The DLM Solution provides Retrieval of Eligible Devices for: a) Redeployment, or b) Recycling, or c) in case of DLM Select only, Replacement, each as more specifically set out in the Solution Description. The Customer shall select either the DLM Essential option only, or also add DLM Select (for which additional Subscription Charges apply), as set out in the Initial Order or Contract Change Note.
3.2	DLM Quantity	The initial DLM Quantity is set out in the Initial Order or Contract Change Note and may be increased during the term of the Solution, but may not be subsequently reduced. If additional Connected mobile phone devices are ordered by the Customer during the term of the Agreement, the DLM Quantity and the Subscription Charges will be automatically increased to include such additional devices as Eligible Devices.
3.3	Solution Requirements	The Customer must register on the ASH Platform and agree to any terms of use of the ASH Platform specified by ASECCA from time to time in order to be able to receive the Solution. If the Customer's access to the ASH Platform is terminated for any reason, this Solution shall also terminate and if the access is terminated by or for default of the Customer during the Solution Minimum Connection Period Termination Charges will be payable.
3.4	Warranty	This Solution does not affect any manufacturer's warranty on Eligible Devices
3.5	Risk	Risk in Eligible Devices shall pass to ASECCA upon Retrieval and shall revert to the Customer upon Redeployment.
3.6	Allowances	The Customer can make: a) a volume of Retrievals equivalent to 100% of the DLM Quantity per Year; and b) a volume of Redeployments equivalent to 20% of the DLM Quantity per Year. If the Customer exceeds the Redeployment and/or Redeployment allowance before the end of the relevant Year, Additional Charges will apply for each Retrieval and/or Redeployment as set out in the Price Guide.
3.7	Recycling devices	If an Eligible Device is marked by the Customer on the ASH Platform as to be Recycled, ASECCA will purchase the device from the Customer at the applicable spot market price for such device (or its closest equivalent device if such device is unavailable) at priceindex.asecca.co.uk/gh5t43sf on the date of purchase. Title in the device will pass to ASECCA upon payment to the Customer.
3.8	DLM Select	a) If the Customer purchases the DLM Select additional option, it cannot subsequently be removed unless the Customer exercises its right to terminate the entire Solution in accordance with the terms of the Agreement. b) Adding DLM Select to the Solution in-life will not affect the term of the Solution Minimum Connection Period, which will continue.
3.9	DLM Select – Device Pool	The Customer may substitute from the Device Pool to replace an Eligible Device at any time and for any reason (each draw constituting a single Replacement), subject always to: a) the availability of the equivalent device remaining in the Device Pool, b) the Customer returning its original Eligible Device that is to be replaced to ASECCA; and c) the Threshold. Risk and title in any Replacement device sent to the Customer from the Device Pool will pass from ASECCA to the Customer upon delivery, without lien or other encumbrance. Risk and title in the Customer's original device shall pass to ASECCA upon delivery, without lien or other encumbrance. DLM Select will apply to the Replacement device for the term of the Solution and it will be deemed to be an Eligible Device.
3.10	DLM Select Threshold	The Customer may only make Replacements from the Device Pool up to the Threshold. The relevant Threshold percentage will be applied using the number of Eligible Devices in the Customer's base as at the date of the relevant request for Replacement. The Threshold may be increased during the term of the Solution by changing the DLM Select option via a Contract Change Note, but cannot be reduced.

4. Charges

4.1	Subscription Charges	The Subscription Charges are payable monthly in advance for each Eligible Device <u>for the DLM Quantity</u> .
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5. Customer Obligations

5.1	Customer obligations	<p>The Customer shall (and shall procure that its Users shall):</p> <ol style="list-style-type: none"> When posting Eligible Devices for Retrieval, post the Eligible Devices using the packaging provided by ASECCA and obtain proof of posting from the Post Office, Remove any SIM from the Eligible Device before sending it to ASECCA. Any SIMs remaining in the Eligible Device will be destroyed and any eSIMs will be wiped. Neither EE nor ASECCA shall be responsible for any claims, losses or damages with respect to the damage of any SIM/eSIM or its information if the Customer or User fails to remove the SIM/eSIM, Ensure that the Eligible Device is not locked to any User (including via any password or other protection) and that any 'Find My Device' features are removed; and Appoint a Customer Representative in relation to the Solution and shall notify such Customer Representative to EE in writing on or before the Service Commencement Date. Changes shall be promptly notified to EE in writing. <p>EE shall have no obligation or liability to provide the Solution if the Customer does not comply with this paragraph 5.1.</p>
5.2	Title and indemnity	<p>The Customer warrants that it has full title to the Eligible Devices prior to delivery to ASECCA and shall indemnify and hold EE and ASECCA harmless from all claims, costs, proceeding, losses and expenses (including without limitation legal and other professional expenses) arising out of any action brought by a third party against EE or ASECCA as a result of a breach of this warranty.</p>
5.3	Unusable devices	<p>If an Eligible Device is a) not able to be wiped by ASECCA or, b) is deemed by ASECCA to be unusable within the Customer's estate and not to qualify for Redeployment or Replacement, then the Customer authorises ASECCA to recycle such device and paragraph 3.7 (Recycling devices) of these Solution Terms will apply.</p>

6. Term and Termination

6.1	Term	<p>The Solution Minimum Connection Period applies to this Solution as set out in the Commercial Terms or applicable Contract Change Note, and will commence upon activation of the Customer's account. Following the expiry of the Solution Minimum Connection Period, EE will continue to provide the Solution and the Customer shall continue to pay the Charges until it is terminated by either party by giving at least 30 days' written notice to the other or otherwise in accordance with the Agreement.</p>
6.2	Termination	<p>Customer may terminate the Solution by giving at least 30 days' notice to EE. Termination Charges will apply if the Customer terminates the Solution during the Solution Minimum Connection Period.</p>
6.3	Consequences of Termination	<ol style="list-style-type: none"> Upon any termination of the Solution, if any Eligible Devices are being held by ASECCA for Redeployment, the Customer may at its option (i) require that the devices are returned to the Customer, or (ii) agree for ASECCA to purchase the devices from the Customer. If the Customer has purchased DLM Select and the Solution terminates for any reason prior to the Customer reaching the Threshold for Replacements, the Customer's interest in and access to the Device Pool shall immediately cease, and all devices in the Device Pool shall remain ASECCA's sole and unconditional property.
6.4	Termination Charges	<p>Customer shall pay EE the following Termination Charges in accordance with the Agreement upon early termination of this Solution:</p> <p>(Subscription Charges x 0.9) x number of Eligible Devices as at the date of termination x number of months remaining in the Solution Minimum Connection Period.</p>

7. Technical Support

7.1	Eligibility for Support	<p>This clause 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 the Customer's First Line Support (as described in the Standard Support Solution Description) shall be set out in the Statement of Requirements and changes shall be promptly notified to EE. Contact details for EE's support teams are: DLM@ee.co.uk.</p>



8. Data Protection

8.1	Data Protection	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 third party supplier(s) are authorised (and have sufficient User consent) to enable them to process such Personal Data in order to meet its obligation hereunder. EE will share Customer Personal Data with ASECCA in order to set up and manage the Solution. Further details of the Processing can be found in the Device Lifecycle Management Data Processing Annex.
8.2	Third Party Suppliers	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 its third party supplier shall: <ol style="list-style-type: none"> a. observe the confidential nature of such information on terms that are no less onerous than those that apply to EE under the Agreement or Solution; b. process such Personal Data only for the purposes of providing the Solution to the Customer; c. apply appropriate technical and organisational measures to safeguard against any unauthorised access, loss, destruction of or damage to such Personal Data.
8.3	Privacy Laws	The Customer warrants that it will at all times comply with all Data Protection Legislation.

9. Solution Restrictions and Liability

9.1	Restrictions	<ol style="list-style-type: none"> a. Retrievals, Redeployments and delivery of Replacements are only available from and to UK addresses. b. 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 and are not available alongside this Solution.
9.2	Replacement devices	The Customer acknowledges that any Replacement provided will be a refurbished device and is provided as is. No warranties are given in relation to quality or fitness for purposes of any Replacement. EE will endeavour for Replacements to have the same or substantially similar features (e.g. a different model with the same features or the same model in a different colour) as a typical device in the Customer's estate.
9.3	WEEE Regulations	The Customer is responsible under the Waste Electrical and Electronic Equipment Regulations 2013 ("WEEE Regulations") for the costs of collection, treatment, recovery, recycling and environmentally sound disposal of any Equipment that has become waste electrical and electronic equipment to the extent permitted by the WEEE Regulations. The Customer is responsible for any information recording or reporting obligations imposed by the WEEE Regulations and will provide promptly to EE or ASECCA any information required by them to fulfil their obligations under the WEEE Regulations.