



1. Interpretation

1.1 AppleCare for Enterprise (referred to in these Solution Terms as "**ACE Solution**") is provided in accordance with the Customer's Agreement with EE.

1.2	Eligibility	To be eligible for the ACE Solution, the Customer must maintain a Minimum Fleet at all times during the term of the ACE Solution.
1.3	Solution Description and Statement of Requirements	No separate Solution Description or Statement of Requirements is associated with these Solution Terms.

2. Definitions

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

ACE Apple Terms	Means the AppleCare for Enterprise terms and conditions accessed by the Customer at the following link: https://www.apple.com/uk/legal/sales-support/applecare/applecareforenterpriseen.html as may be amended from time to time by Apple.
ACE Portal	Means the online portal accessed via the following link: https://enterprise.apple.com/directEnroll owned and managed by Apple that allows the Customer to register for the ACE Solution.
Apple	Means Apple Distribution International Limited, a company existing under the laws of the Republic of Ireland with its place of business at Hollyhill Industrial Estate Hollyhill, Cork, Republic of Ireland.
Eligible Device(s)	Means an Apple iPad and/or iPhone device that is enrolled for the ACE Solution on the ACE Portal and which is no more than one (1) year old at the date of such enrolment.
Enrolment ID	Means the temporary identification number Apple assigns to a Customer after such Customer registers for ACE Solution with Apple through the ACE Portal, prior to the Customer placing their first order.
IMEI	Means international mobile equipment identity serial number.
Minimum Fleet	Means two hundred (200) Eligible Devices actively enrolled for the ACE Solution.
MSA ID	Means the master service agreement identification number Apple assigns to a Customer after the Customer's first order which replaces the Customer's Enrolment ID.
User	Means anyone who is authorised by the Customer to use the ACE Solution.

3. AppleCare for Enterprise – the ACE Solution

3.1	ACE Solution	<p>The Customer will be provided with hardware support and technical support under the ACE Solution for each Eligible Device, in accordance with these Solution Terms.</p> <p>Apple may change the features of the ACE Portal at any time and EE has no obligation to provide the Customer with advance notice of any changes.</p>
3.2	ACE Apple Terms	<p>The Customer must register for ACE Solution at the ACE Portal to obtain an Enrolment ID and accept the relevant ACE Apple Terms accessed via the ACE Portal as may be amended or supplemented from time to time by Apple.</p> <p>The Customer agrees that the ACE Apple Terms will apply to the supplemental warranty and hardware and technical support services provided under the ACE Solution. The Customer confirms it has read and understood and accepts the ACE Apple Terms, including the scope of support, any exclusions, and the Customer's responsibilities.</p> <p>If the Customer has previously registered and received an Enrolment ID or MSA ID from Apple, the Customer must provide this to EE.</p>



3.3	Warranty	Clause 16.1 of the General Terms and Conditions for Business Customers is deleted and replaced with the following for Eligible Devices: “EE shall procure that the Customer receives the benefit of the manufacturer's warranty for all new Equipment (excluding SIMs) where it is able to do so for a period of no less than 12 calendar months from delivery. This warranty will be fulfilled by Apple as part of the ACE Solution pursuant to the ACE Apple Terms.”
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4. Charges

4.1	Invoicing	An upfront Charge per Eligible Device applies for the ACE Solution. EE will invoice the Customer for the ACE Solution Charges for the quantity of Eligible Devices detailed on the Initial Order or subsequent orders.
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5. Customer Obligations

5.1	Customer obligations	The Customer shall: <ol style="list-style-type: none"> a. if requested by EE, provide EE with information in relation to IMEIs, volumes and expiration details of any existing ACE Solution licenses purchased from any third party ACE Solution provider; and b. purchase the ACE Solution for its own use, including use by Users and not for resale.
5.2	Minimum Fleet	The Customer must maintain a Minimum Fleet at all times during the term of the ACE Solution. If the Minimum Fleet falls below 200 for more than twelve (12) months, the Customer will be deemed to be in breach of the ACE Apple Terms and the ACE Solution may be terminated for all Eligible Devices.

6. Term and Termination

6.1	Term	The ACE Solution will apply to each Eligible Device individually for the fixed Solution Term set out in the Commercial Terms. The Solution Term will commence on the date that the relevant Eligible Device is enrolled by EE for the ACE Solution. Upon expiry of the Solution Term, the ACE Solution will no longer apply to the relevant Eligible Device.
6.2	Termination	The Customer may terminate the ACE Solution at any time for any Eligible Device by contacting Apple and the Customer may be entitled to a refund as set out in the ACE Apple Terms.
6.3	Consequences of Termination	Save where this Agreement is terminated by EE under clause 20.3a of the General Terms and Conditions for Business Customers due to breach by the Customer of these Solution Terms and/or the ACE Apple Terms, termination of this Agreement shall not affect the ACE Solution, which shall continue to apply to each Eligible Device until the end of the relevant Solution Term. The Customer will not be entitled to a refund of any ACE Solution Charges in the event of such termination.

7. Technical Support

7.1	Contact details	The Customer must contact Apple for any technical or hardware support in relation to any Eligible Devices with ACE Solution cover, details of which are detailed in the ACE Apple Terms.
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8. Confidentiality and Data Protection

8.1	Data Protection	The Customer acknowledges and agrees that it is a Data Controller of any Personal Data processed by the ACE 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.
8.2	ACE Portal	Where the Customer registers via the ACE Portal, any Personal Data provided to Apple will be processed in accordance with Apple's privacy policy accessed at: https://www.apple.com/legal/privacy/en-ww/ as may be amended or supplemented from time to time by Apple.



8.3	Privacy Laws	The Customer warrants that it will at all times comply with all Data Protection Legislation.
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9. General Terms

9.1	Restrictions	<ol style="list-style-type: none">a. Fault Cover for EE Large Business as detailed in the EE Price Guide for Large Business will not apply to Eligible Devices to which ACE Solution is applied.b. These Solution Terms do not apply to any other support services that may be provided to the Customer by EE or by Apple, which shall be governed by their own terms.
9.2	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>