

Solution Terms for Call Safe from EE (formerly known as Call Safe from Orange)



1. Interpretation

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

1.2	Solution Description	The Call Safe Solution Description forms part of these Solution Terms.
1.3	Statement of Requirements	The parties must agree the Call Safe Statement of Requirements prior to provision of the Solution by EE. The Statement of Requirements document forms part of these Solution Terms.

2. Definitions

User	Anyone who is permitted by the Customer to use the Solution.
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3. Call Safe - the Solution

3.1	End User Licensed Software	The Software supplied under this Solution is End User Licensed Software the current terms for which are set out in Annex A of the Solution Description.
3.2	Solution Requirements	<p>The Customer must supply the following items, at its own cost for the duration of the Solution in order to receive the Solution:</p> <ol style="list-style-type: none"> Compatible voice recorder(s) with the capability to auto answer either on-site at Customer locations or off-site supplied through a third party. BlackBerry Enterprise Server® (BES) or BES Express®. This may be ordered from EE under the Agreement or the Customer may use its existing equipment. Server - Customer provided shared or dedicated server available on the domain as the BES location. The minimum supported server configurations for loading the Solution are set out in the Solution Description. Compatible BlackBerry® devices. These may be ordered from EE under the Agreement or the Customer may use its existing BlackBerry devices.

4. Charges

4.1	Call Usage	The Customer's attention is drawn to the usage profile of this Solution where a recorded call incurs a Charge that relates to the User-client call and a further Charge from the recording of the call to the voice recorder. Such Charges shall vary according to service provider and type of call.
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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"> ensure any use of the Solution including any monitoring and/or recording of communications under the Solution shall comply at all times with all applicable laws regulations, regulatory requirements and codes of practice; distribute information to Users about the Solution and how it operates; where EE or the third party supplier agree to provide Services at the Customer's premises, inform EE and the third party supplier of all health and safety rules and regulations and any other security requirements that apply at the premises; and appoint a Customer Representative who shall have the authority to contractually bind the Customer on matters relating to the Solution and shall notify such Customer Representative to EE. <p>Except to the extent that EE or the third party supplier are expressly precluded from law from prohibiting these activities, the Customer shall not (and shall procure that its Users shall not) itself nor authorise any other person to, alter, modify, adapt, create derivative works, translate, deface, reverse engineer, disassemble, decompile or otherwise attempt to derive the source code of the Call Safe End User Licensed Software or any updates to it, in whole or in part, nor shall the Customer or its Users attempt to do any of the above.</p>
5.2	Indemnity	The Customer shall indemnify and keep EE indemnified for any and all losses, costs, expenses, damages, fines, liabilities, claims, actions and other liabilities which EE may suffer as a result of the Customer's failure to comply with its obligations under the Agreement relating to or in connection with this Solution.

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6. Term and Termination

6.1	Minimum Connection Period	The Minimum Connection Period of each licence within any Licence Bundle shall commence from the date that the Licence Bundle is supplied to the Customer (<i>not</i> from the time a licence is deployed onto a User's device).
6.2	Transfer of the Solution	Customer may request the transfer of a licence from device to another compatible device during that licence's Minimum Connection Period providing this transfer takes place within 2 months before the completion of the Minimum Connection Period.
6.3	Automatic Termination	Each Solution Licence Bundle terminates automatically at the end of its Minimum Connection Period unless the Customer renews the licence(s) in accordance with the Agreement.
6.4	Consequences of Termination	On Termination of this Solution or any part of it for any reason and notwithstanding anything to the contrary in the End User Licence Agreement, the Customer shall and shall procure that its Users whose licence to use the Solution has terminated shall irrevocably delete the End User Licensed Software from their BlackBerry device.
6.5	Termination Charges	Customer shall pay EE the following Termination Charges in accordance with the Agreement upon early cancellation of a Call Safe Licence Bundle: Call Safe appropriate Licence Bundle monthly charge pro-rated to a single licence unit x number of months remaining in the Minimum Connection Period for the Licence Bundle.

7. Confidentiality and Data Protection

7.1	Data Protection	The Customer acknowledges and agrees: a. that it is a Data Controller (whether acting by itself or through any of its Users, team administrators or Customer Representative) for the communications monitored and/or recorded by the Solution and the EE will process and store such content in accordance with the Customer's instructions; and b. that EE and/or its third party supplier(s) are authorised (and have sufficient User consent) to enable them to process and store such communications in order to meet its obligation hereunder.
7.2	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. Such information may be confidential to the Customer, Users or end users and/or may constitute Personal Data or Sensitive Personal Data. EE will ensure that it and its third party supplier shall: 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; and c. apply appropriate technical and organisational measures to safeguard against any unauthorised access, loss, destruction of or damage to such Personal Data. The Customer acknowledges and accepts that the third party supplier may contact Users directly in connection with the Solution including its operation, communication and service updates.
7.3	Compliance	The Customer shall process such communications described in clause 7.1(a) strictly in accordance with all applicable laws, regulations, regulatory requirements and codes of practice.

8. Technical Support

8.1	Technical Support	Technical Support is provided with this Solution as described in the Solution Description.
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9. Solution Restrictions and Limitation of Liability

9.1	Restrictions	Insurance propositions sold by EE or provided on behalf of EE, as described at www.ee.co.uk/businessterm do not apply to this Solution.
9.2	Regulatory Obligations	EE does not warrant or represent that this Solution meets the Customer's legal obligations under Conduct of Business Sourcebook (Recording of Telephone Conversations and Electronic Communications) (No 2 Instrument 2010 (FSA 2010/56).
9.3	Liability	The Solution may malfunction due to factors beyond the reasonable control of EE or its third party 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 shall have no liability to the Customer in these circumstances.