Solution Terms for Device Lifecycle Management

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: a) a minimum of 10 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.
Circularity Fund Credits	Monetary credits generated from the Recycling of Customer-owned Eligible Devices which shall be applied to the Customer's nominated EE equipment account. References to the Customer's "EE equipment account" or "EE airtime account" are to those account(s) nominated by the Customer under the Agreement.
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 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.
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, laptop or tablet which is owned by the Customer or purchased under this Agreement.
Eligible EE Products and Services	Eligible mobile devices, handsets, tablets, laptops, smartwatches, other hardware or equipment, and related accessories, which may be purchased from EE under the Agreement or any other agreement with EE and against which Circularity Fund Credits can be redeemed, as specified by EE from time to time.
Recycling	The collection and onward resale, refurbishment or environmentally sound disposal of an Eligible Device marked by the Customer for recycling. "Recycle" and "Recycled" shall be interpreted accordingly.
Redeployment	A single instance of an Eligible Device being repackaged and prepared for dispatch in the Customer's workforce.
Replacement	As part of DLM Select, a single instance of an Eligible Device being replaced from the Device Pool.
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
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/businessterms.
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.

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User	The person to whom the Solution is made available and anyone who is authorised by the Customer to use the Solution.
Valuation	The definitive price determined by EE (following inspection and grading by ASECCA on EE's behalf) for an Eligible Device to be Recycled, based on the device's assessed condition and the applicable spot market price at the date of valuation. The Valuation is final and binding on the Customer and is not open to challenge, dispute or appeal.
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. For the avoidance of doubt, risk in an Eligible Device marked for Recycling shall remain with ASECCA from Retrieval until title passes to EE in accordance with clause 3.7.
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 Retrieval 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 inspect and grade the device on EE's behalf and EE will issue a Valuation. The Valuation is final and is not subject to acceptance or rejection by the Customer. Title in the device will pass to EE automatically upon EE's issue of the Valuation to the Customer, without the need for any further acceptance or confirmation by the Customer. Circularity Fund Credits to the value of the Valuation will be applied to the Customer's EE equipment account in accordance with clause 4.2. The Customer acknowledges that, as DLM is a fully managed service, the Customer does not have the option to decline a Valuation or to require the return of a device marked for Recycling.
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

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		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 for the DLM Quantity.
4.2	Circularity Fund	(a) Where a device is Recycled under clause 3.7 and the Valuation is positive, the Customer shall raise an invoice to EE for the amount of the Valuation and any applicable VAT. EE shall apply Circularity Fund Credits to the value of the Valuation and any applicable VAT to the Customer's EE equipment account within 30 days of receiving a valid and undisputed invoice from the Customer. No amounts generated from Recycling shall be paid directly to the Customer. (b) Circularity Fund Credits may be: (i) redeemed against Eligible EE Products and Services; or (ii) transferred to the Customer's nominated EE airtime account, on written instruction to corporatecare@ee.co.uk, and subsequently used towards EE airtime, mobile connectivity and other communications services (including Service Plans and add-ons), EE SIMs and installation services, and other EE business products, Solutions and services purchased from EE. Circularity Fund Credits may not be redeemed for cash, save that any unused Circularity Fund Credits will be refunded to the Customer's nominated bank account upon closure of the Customer's EE equipment account. (c) Where a Valuation is nil or negative, no Circularity Fund Credits will be applied. (d) If any amount owed by the Customer to EE (including under any other agreement with EE) is overdue, EE may apply any Circularity Fund Credits against that amount. (e) EE may delay, withhold, suspend or decline to apply Circularity Fund Credits, or make any refund, where EE reasonably suspects fraud or money laundering, that a device has been stolen, misappropriated or is not validly owned by the Customer, or that doing so would breach any law relating to anti-money laundering, fraud prevention or financial sanctions. EE may require the Customer to provide evidence of its identity and/or its title to any device, and to complete any reasonable verification checks, before applying Circularity Fund Credits or making any refund.

5. Customer Obligations

5.1	Customer obligations	The Customer shall (and shall procure that its Users shall): a. safely store and safeguard Devices until Retrieval, and package and dispatch them securely in accordance with the instructions provided, obtaining proof of posting for postal collections; b. remove all SIM, eSIM and SD cards and securely erase and permanently delete all data (including all Personal Data and any residual data or back-ups) from each Device before Devices are Retrieved. Any remaining SIM/SD cards will be securely destroyed and eSIMs wiped where practicable, and the Customer holds EE harmless for any loss or damage relating to the SIM, eSIM and SD Cards, the data on any Device (including any Personal Data) and any information contained thereon; c. remove all user and organisation locks (including Find My Device, iCloud, MDM and enrolment locks) before Devices are Retrieved; d. back up all data before providing any Device for Retrieval, and acknowledge that data erasure and destruction are integral, irreversible elements of the Service and the Customer holds EE harmless for any related loss or damage; e. 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; f. at its own cost, maintain adequate insurance in respect of the Devices against loss, theft, damage and destruction for so long as risk in the Devices remains with the Customer under these Terms (including where applicable, while Devices are in transit under a non-secure collection method) and shall look first to its own insurance in respect of any loss; and

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		g. raise an invoice to EE following issuing of the Valuation of the Devices in accordance with clause 4.2, in the format EE directs from time to time. EE shall have no obligation or liability to provide the Solution if the Customer does not comply with this clause 5.1.
5.2	Title and indemnity	The Customer warrants that it is the sole legal and beneficial owner of each Device Retrieved and is entitled to transfer title to EE free from any encumbrance, lien or third-party interest, The Customer shall indemnify and keep EE indemnified against all costs, losses, expenses (including legal expenses), claims, damages and liabilities arising out of any breach of the warranty in clause 5.2.
5.3	Unusable devices	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 clause 3.7 (Recycling devices) of these Solution Terms will apply. For security and data protection reasons, EE will not return any device that has not been successfully data-wiped; such devices will be securely destroyed and recycled.

6. Term and Termination

6.1	Term	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.
6.2	Termination	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.
6.3	Consequences of Termination	(a) 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 EE to purchase the devices from the Customer and apply Circularity Fund Credits to the value of their Valuation in accordance with clause 4.2. (b) 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. (c) Termination of the Solution does not affect any Circularity Fund Credits already applied to the Customer's EE equipment account, which will remain available for use or refund in accordance with clause 4.2.
6.4	Termination Charges	**Customer shall pay EE the following Termination Charges in accordance with the Agreement upon early termination of this Solution:** (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.

7. Technical Support

7.1	Eligibility for Support	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.
7.2	Contact details	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.
7.3	Reporting and Customer Success Support	All customers will receive a monthly report on the Solution. Customers with 400 or more Eligible Devices will be assigned a customer success manager, who will arrange monthly review meetings with the Customer to discuss the reporting.

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.

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8.2	Third Party Suppliers	In providing the Solution, EE and/ or its third party suppliers 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 suppliers 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; 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	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/businessterms, 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.

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