



1. Interpretation

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

1.2	Solution Description	The Public WiFi Solution Description forms part of these Solution Terms.
1.3	Statement of Requirements	The parties must agree the Public WiFi Statement of Requirements prior to provision of this Solution by EE. This forms part of these Solution Terms.

2. Definitions

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.

Approved Equipment	Either Customer Equipment or Equipment supplied by EE which is approved at the discretion of EE from time to time as suitable for use with the Solution.
Additional Fees	The additional licence fees to be payable by the Customer to EE for the provision of the In-Venue Status Data.
Backhaul	The circuits used to get data from the Hotspot back to the Network.
Carrier Network	A Partner who provides the fixed line telecommunication network utilised by EE from time to time as part of the Solution.
Certificate of Acceptance	Written sign-off confirming acceptance of the Installation and / or Equipment.
Co-branded Solution	A version of the Solution where the SSID is customised with the Customer's own name of choice powered by EE, and the Landing Page is Customer and EE branded in a form agreed in the Statement of Requirements.
Consent	Means active consent by a User to Venue-based Marketing in the form of ticking (or un-ticking) a box next to the Venue-based Marketing Notice.
Data Processor	Shall have the meaning given in the Data Protection Act 1998.
EE Branded Solution	A version of the Solution where the SSID is branded 'EE WiFi', and the Landing Page is fully EE branded.
EE Installer	A person suitably qualified to complete Installation for or on behalf of EE.
EE WiFi Privacy Policy	The EE WiFi privacy policy which is presented to Users on the Landing Page and which is attached at Annex 2 to the Solution Description, as may be varied from time to time by EE.
EE WLAN Services	The Wireless Broadband access services as EE shall, at its sole discretion select to be provided at each Hotspot.
Hotspot	A location where the Solution is provided to the Customer through EE Equipment and / or Customer Equipment Connected over a Backhaul connection to EE's data centre. The initial locations of Hotspots are set out in the Statement of Requirements.
Initial Order	The first Customer Order set out in the Statement of Requirements.
Installation	Installing EE Equipment at Venues.



In Venue Status Data	Real time data to be provided by EE to the Customer if elected by the Customer as an additional service for the payment of Additional Fees relevant Charges (including any Additional Charges) and consisting of, for each Registered User who has provided its Consent to Venue-based Marketing and whose device has WiFi functionality enabled whilst at a Venue: their name, email address, phone specification and mobile phone number, the relevant Venue ID, date and time, entry type (entry/ exit), Registered User type (new/ existing) relevant to each visit to a Venue.
Landing Page	The web page which will be located at such IP address as EE may from time to time advise the Customer, and which will be the initial web page viewed by all Users and will offer the User the option to become a Registered User and log on to the EE WLAN Services.
Materials	Any documents and materials supplied by EE in connection with the Solution, which may also incorporate the marks and / or logos of the Customer and EE.
Other Wireless Technologies	Any wireless communication technology which EE may integrate into the Solution, including without limitation the standards commonly known as: <ul style="list-style-type: none"> (a) WiMax; (b) 2.5G; (c) 3G; (d) UMTS; (e) GSM; (f) UWB; (g) Bluetooth; (h) LTE; (i) NFC; and other data transfer technologies.
Registration Data	Data provided by Users at the point of registration for access to the WLAN Service, including (without limitation) their name, email address and mobile phone number.
Registered User	A User who has accepted the WiFi User Terms and Conditions and who may have provided their Consent to Venue-based Marketing.
Set Up Fees	The set up fees specified in the Statement of Requirements.
SSID	Service Set Identifier, used to differentiate one WLAN from another.
Venue-based Marketing	The practice of undertaking marketing activities based on the In Venue Status Data which are permitted by the Venue-based Marketing Notice in respect of Registered Users who have provided their Consent.
Venue-based Marketing Notice	Means the data collection notice in a form agreed in the Statement of Requirements and which is included on the Landing Page for the User to provide Consent for Venue-based Marketing (where In Venue Status Data is purchased by the Customer).
Switch On	The point in time at which the relevant Hotspot is confirmed by EE as working and the EE WLAN Services being available to Users. 'Switched On' shall have a corresponding meaning.
Solution Minimum Connection Period	The minimum period for which the Customer commits to receive this Solution at each Hotspot.
User(s)	Users and potential users of the Solution.
User Data	Means collectively the Registration Data and the In Venue Status Data.
Venue	The premises in which one or more Hotspots are situated.
WiFi Additional Services	Any ancillary services that EE offers from time to time, for which additional requirements, technical details, commercial and support arrangements, terms and conditions may apply as set out in the Solution Description.
WiFi Commencement Date	The date as described in the Statement of Requirements.



WiFi User Terms and Conditions	The terms and conditions for use and access to Wireless Broadband which are presented to Users at the Landing Page and a copy of which is attached to the Solution Description at Annex 1 - part A (in the form to be used in the Co-branded Solution), and at Annex 1, part B (in the form to be used in the EE Branded Solution) - both as may be varied from time to time by EE.
Wireless Broadband	<ul style="list-style-type: none"> (a) A network conforming to the IEEE802.11(a), (b), (g), and / or (n) standards (as varied or amended from time to time) and any new wireless standard being analogous to or a development of such standards which comes into commercial use at any time during the term of these Solution Terms and which EE may, at its sole discretion, integrate into the Network; and / or (b) Wired or wireless IP access networks; and / or (c) Other wireless technologies; and / or (d) A combination of (a), (b), and (c); and / or (e) Such other wireless networks as EE may from time to time at its discretion integrate into the Network
WLAN	Wireless Local Area Network.

3. Public WiFi – the Solution

3.1	Service/Equipment	<p>Subject to the terms of the Customer’s Agreement with EE (including these Solution Terms) and the terms set out in the WiFi User Terms and Conditions, EE will:</p> <ul style="list-style-type: none"> (a) install, maintain, and support the WLAN Services at each Hotspot which is Switched On; (b) provide the Customer with access to a help desk during the service hours to assist with problems with the Hotspot and / or the Services; (c) design and host the Landing Page; (d) take reasonable steps to ensure that the EE Installer observes regulations that affect or cover the Venue(s) including (without limitation) any health and safety and security regulations notified to EE in writing by the Customer; and (e) provide any additional services as agreed in any applicable Statement of Requirements.
3.2	Solution Requirements	The Customer acknowledges that EE’s ability to provide the Solution is dependent on the availability of an acceptable Backhaul service to the Hotspot. EE will advise the Customer of Hotspot specific Backhaul requirements in the Statement of Requirements. Fixed line backhaul may be provided either by the Customer or by EE.
3.3	Service Availability	The Customer accepts that Services may fail due to technical fault or otherwise from time to time. The Customer shall report any faults by telephone or electronic mail to EE’s network operations centre using the telephone number and e-mail address provided from time to time by EE for such purpose. EE and/or its third parties will take steps to correct faults as soon as is reasonably possible. Any failures of the Carrier Network are out of the control of EE and EE shall take commercially reasonable endeavours to resolve the fault with the Carrier Network but such failure shall not constitute a breach by EE.
3.4	Suspension	EE may from time to time suspend or terminate the Solution to any and / or all Hotspots for technical, operational or other reasons.
3.5	WiFi User Terms and Conditions and WiFi Privacy Policy	Access to the Solution by Users shall be subject to acceptance by the User of the WiFi User Terms and Conditions as contained on the Landing Page (the version at Annex 1 of the Solution Description) and the EE WiFi Privacy Policy.
3.6	Branding	Where the Customer has purchased the EE Branded Solution EE may provide EE branded Materials to the Customer. The SSID, Landing Page, the WiFi User Terms and Conditions, and the EE WiFi Privacy Policy will all be fully EE branded (as may be varied by EE at its discretion). The Customer may request further Materials from EE at a cost to be agreed. Non-standard material will be paid for by the Customer. Any adaptation of the Materials by the Customer must be approved in writing by EE. EE may vary the content and layout of the Materials from time to time. For the Co-branded Solution, branding requirements will be agreed and set out in the Statement of Requirements. The Customer grants EE, its staff and contractors the right to use its brand as necessary to operate the Landing Page and the EE WLAN Services. Any branding requirements of the Customer must be expressly stated, reasonable and clearly provided to EE in good time for implementation into the Landing Page or other aspects of the



		Solution.
3.7	Exclusivity	The Customer agrees that EE shall be the exclusive supplier of the WLAN Services for the duration of the Customer's Agreement with EE.
3.8	In Venue Status Data	Where elected by the Customer and expressly agreed by EE (including in a Customer Order Form or Contract Change note), in consideration for payment of the Additional Fees EE shall make available to the Customer the In Venue Status Data (in the format and frequency specified in the Statement of Requirements) of Registered Users who have provided Consent to Venue-based Marketing. EE reserves the right to suspend or terminate the supply of In Venue Status Data if due to any reason outside of its control it is prevented from accessing, obtaining or processing the In Venue Status Data (including without limitation equipment malfunction or a change in laws relating to the creation and/or disclosure of the In Venue Status Data).

4. Equipment

4.1	Customer Equipment	EE will set out in the Statement of Requirements what Customer Equipment will be required for interconnection with EE Equipment for the Solution to operate.
4.2	Customer Equipment Installation	The Customer is solely responsible for the installation and connection of all Customer Equipment, and for the provision of all wiring, routers, and other equipment necessary to connect the Customer Equipment to the appropriate power and telecommunications lines.
4.3	Faulty Equipment	The Customer may reject any EE Equipment for non-conformance with the manufacturers' specifications after delivery provided any such notice of rejection is given to EE within 10 days of delivery, after which acceptance of EE Equipment by the Customer shall be deemed to have been given. The Customer's sole remedy for any rejection of EE Equipment under this Clause (where such rejection is not disputed by EE) is the provision of replacement of rejected EE Equipment.
4.4	Hardware Upgrades	EE may, at its own discretion and expense, install upgraded equipment, Backhaul and / or other components of the Network at any time to ensure a good quality of service is provided to Users.
4.5	Health & Safety	EE will comply with any reasonable health and safety and security policies notified in advance while completing Installations at the Customer premises. The Customer shall ensure that all necessary and appropriate authorities, licenses, and consents have been obtained and complied with in order to allow EE to install EE Equipment, and that any location agreed for such Installation is safe.
4.6	Acceptance Testing	Should the Customer not reject acceptance-testing within 14 days of the completion of such testing by EE, the Customer shall be deemed to have accepted the Installation and EE shall be entitled to commence Subscription Charges for the Solution.

5. Landing Page

5.1	Landing Page Variations	EE may, at any time and without liability, vary elements of the EE Branded Solution Landing Page functionality or appearance (including replacing the Landing Page with an alternative). Where the Co-branded Solution has been purchased, EE will consult with the Customer on any changes that may be required to the Landing Page and the Customer undertakes to promptly provide approvals and/or information requested of it by EE.
5.2	WiFi User Terms and Conditions and WiFi Privacy Policy/ EE WiFi Privacy Policy	The Landing Page must contain the appropriate WiFi User Terms and Conditions and the EE WiFi Privacy Policy, which a User must accept as a condition precedent of the access and continued use of the EE WLAN Services.
5.3	Venue-based Marketing Notice	If the Customer elects to receive the In Venue Status Data, the Landing Page to the Co-branded Solution must also contain the Venue-based Marketing Notice. EE shall be free to determine the wording to be contained in any fair processing notice. Unless Customer expressly informs EE to the contrary in writing, EE shall be entitled to assume that the Venue-based Marketing Notice (including Consents to be obtained and obtained via it) as notified to the Customer are both entirely sufficient to

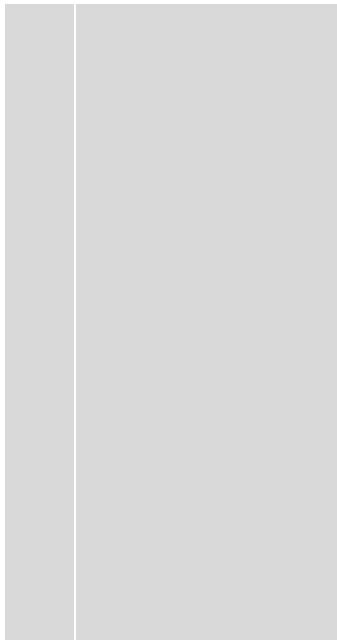


enable the Customer and its group companies (if applicable) to use the In Venue Data fully in compliance with applicable law (including Data Protection Legislation). Any changes which are required to be made to the Venue-based Marketing Notice to update it in respect of future uses of the In Venue Status Data by the Customer and its group companies (if applicable) shall be promptly notified to EE to enable EE to update the Venue-based Marketing Notice.

6. Data Protection

6.1 Co-branded Solution and EE Branded Solution

- (a) Each party shall comply with its obligations under Data Protection Legislation.
- (b) The parties will process User Data under, or in connection with, these Solution Terms and the parties acknowledge that the factual arrangement between the parties dictates the role of each party in respect of the Data Protection Legislation. The arrangement is such that it is therefore anticipated that each party will either act solely as Data Controller or a Data Controller in common with the other party.
- (c) The Customer acknowledges and agrees that EE is the sole Data Controller of the User Data in respect of its provision of the Solution to Registered Users.
- (d) The Customer acknowledges and agrees that EE may use the User Data for its own commercial purposes including without limitation for marketing EE products and services to Users, for analytics purposes and to provide aggregated and anonymised data about WiFi usage to third parties.
- (e) In respect of the Co-branded Solution and without limiting the Customer's other obligations under these Solution Terms, each party shall take responsibility for ensuring that the User Data is processed in compliance with the provisions of the WiFi User Terms and Conditions, the WiFi Privacy Policy and the Venue-based Marketing Notice (where In Venue Status Data is purchased by the Customer) when it processes the User Data.
- (f) In respect of the Co-branded Solution, the Customer shall not: (i) use the Registration Data and/or In Store Status Data except as expressly permitted by the EE WiFi Privacy Policy and User Consents; and (ii) disclose or provide access to the Registration Data and/or the In Venue Status Data to any third party, except that the Customer may do so with its service providers that are acting on its behalf as Data Processors and its group companies (if applicable) provided always that the Customer shall remain responsible at all times and liable for their service providers and group companies' processing of such data including in compliance with the provisions of these Solution Terms.
- (g) In respect of the Co-branded Solution, where the Customer uses Registration Data and/or In Venue Status Data for marketing, analytics or other purposes, it:
 - i. must comply at all times with all applicable Data Protection Legislation and must provide Users with the ability to opt out of receiving marketing communications from the Customer in each such communication;
 - ii. must record and promptly respect User's requests to opt out in accordance with best industry standards and/or EE's reasonable request;
 - iii. must promptly inform EE in writing if a Registered User makes a request to opt out of Venue-based Marketing (such notifications to be sent to wifi-in-venue-opt-out@ee.co.uk)
 - iv. must comply with its Customer Privacy Policy at all times; and
 - v. shall indemnify and keep indemnified EE against any loss, damage or claim that may be brought against EE in relation to use of the Registration Data and/or the In Venue Status Data by or on behalf of the Customer, or use of the same resulting from Customer sharing that information with a Customer's group companies and/or service providers.
- (h) The Customer shall not use or allow any use of the User Data which damages the reputation



of EE.

- (i) In respect of the Co-branded Solution, the parties will provide each other reasonable assistance in relation to any request or communication by a data subject or lawful authority in connection with the processing of the User Data under these Solution Terms.
- (j) In respect of the Co-branded Solution and without limiting their respective obligations at (a), each party shall implement appropriate technical and organisational security measures to safeguard against any unauthorised or unlawful access, loss, destruction, theft, use, disclosure or processing of User Data. Further, each party shall promptly notify the other in writing about any accidental or unauthorised access or use of User Data which it has knowledge of.
- (k) In respect of the Co-branded Solution, the Customer is responsible for backing up all User Data provided to it pursuant to these Solution Terms.
- (l) EE may, where permitted to do so by law, make available to the Customer anonymised and aggregated data relating to the use of the Solution by Users at the Customer's Venue(s) subject to payment by the Customer to EE of any applicable additional Charges relevant at the time of the Customer's request.

7. Charges

7.1	Invoicing	Set Up Fees will be invoiced for on completion of the Statement of Requirements. Subscription Charges will be invoiced as set out in the General Terms and Conditions for Business Customers and shall commence from point of Switch On for each Venue.
7.2	No Contribution to Minimum Spend	The Set Up Fees and Subscription Charges for this Solution will not contribute towards the Customer's Minimum Spend obligation in the Agreement.

8. Customer Obligations

8.1	Customer obligations	<p>The Customer shall:</p> <ul style="list-style-type: none"> a. allow EE to control, and co-operate with EE and its third parties in all matters relating to the installation, configuration, maintenance, operation, use and marketing of the Hotspot(s), Customer Equipment, EE Equipment and/or WLAN Services; and provide EE with exclusive use of and access to the EE Equipment and Customer Equipment in each Hotspot for the period during which WLAN Services are provided to that Hotspot; b. allow EE to operate the Hotspot in a similar manner to other Hotspots in the EE network, including allowing EE to provide WLAN Services from any and all of EE's third parties as EE may, at its sole discretion, determine and upon the terms and conditions of EE's agreements with such third parties; c. if EE displays and/or uses the Customer's logo and descriptive information concerning the Customer and the Hotspots in the Materials, on the Landing Page, EE's website, and/or any information resource operated by a Partner, hereby grant to EE all permissions or licences necessary for such display and/or use, and further indemnify and keep indemnified EE against any loss, damage, or claim suffered or incurred by EE as a result of any such use; d. where necessary obtain and maintain all necessary third party permissions and/or rights to provide WLAN Services in each of the Hotspots and maintain such permissions and/or rights throughout the period of service applicable to each Hotspot; e. at its own expense provide electricity to each item of the equipment needing electricity for the operation of the Hotspot, in accordance with specifications prescribed by EE from time to time; f. not undertake or permit any modification, repair, removal, or disconnection of the EE Equipment or Customer Equipment or otherwise carry out any work on the same, and not use or permit to be used that equipment for any purpose other than the provision of the WLAN Services by EE
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		<p>pursuant to these Solution Terms;</p> <ul style="list-style-type: none"> g. allow EE, upon reasonable notice and with prior agreement (which agreement shall not be unreasonably withheld or delayed) access to the Hotspots: (1) to inspect, maintain, test or remove the EE or Customer Equipment or the Hotspot (as relevant); and / or (2) to conduct quality of service measurement or other reasonable research in respect of the WLAN Services; (3) conduct staff training (as set out in the Cover Page); and (4) display and place Materials and other materials to create awareness of the Services at the Hotspot; h. except in relation to applications for the Customer’s internal business purposes (including connectivity for ePos systems) which are already in use at the date of these Solution Terms, not enter into any agreement with any third party for the promotion or provision of any services similar to the WLAN Services without the prior written approval of EE; i. prior to Switch On and throughout the term, that WLAN Services are provided, at each Hotspot, promote the availability of WLAN Services to Users in the areas where the WLAN Services are available and communal areas (including but not limited to reception areas, and Venue entrances) of the Venue(s) using either the Materials supplied by EE or if EE has not supplied any Materials, the Customer’s own marketing materials; j. allow EE to publicise, the availability of the WLAN Services; k. not to do nor to authorise any other party to do anything that does not comply with any relevant legislation regulation, or Code of practice or is in any other way unlawful, or that may damage or adversely affect EE’s brand or reputation; and l. indemnify EE up to the full replacement value against fire, theft, damage or vandalism to any property of EE whilst the same is sited at any Hotspot. m. 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.
8.2	Configuration Spreadsheet	The Customer may be required to assist EE in the completion of a configuration spreadsheet for this Solution. This spreadsheet does not form part of the Customer’s Agreement with EE.

9. Term and Termination

9.1	Minimum Connection Period	A Minimum Connection Period applies to this Solution as set out in the Commercial Terms or applicable Contract Change Note. For the avoidance of doubt, the Minimum Connection Period in respect of each Hotspot will not affect the duration of Services to any other Hotspot.
9.2	Consequences of Termination	On termination of this Solution EE may require the Customer to return all Equipment that it does not have title in to EE at its own expense. Any leased line or Backhaul solution supplied by EE may also be terminated and may be subject to payment of separate Termination Charges.
9.3	Termination Charges	Customer shall pay EE the following Termination Charges in accordance with the Agreement upon early termination of this Solution: Subscription Charges x number of months remaining in the Minimum Connection Period for the Solution.
9.4	Termination before Installation	In the event that the Customer does not wish to proceed with installation of the Solution after EE has completed desktop and on-site surveys of a Venue, the Customer may cancel the order for a Venue and in that case Early Termination charges will just be the cost of completing the surveys.

10. Technical Support

10.2	Contact details	Contact details for the Customer’s First Line Support shall be set out in the Public WiFi Statement of Requirements and changes shall be promptly notified to EE. Contact details for EE’s support teams are set out in the Public WiFi from EE Solution Description. EE will not provide technical support to End Users of the Solution.
10.3	Target Response Time (TRT)	EE will use reasonable endeavours to rectify faults within the TRT specified in the Solution Description. TRT will be suspended while EE is awaiting the Customer’s response or action, or that of a Customer supplier. EE will keep the Customer informed of any changes to the fault response timescales and TRT



		ends when EE reports the WLAN Services are fully restored.
10.4	Support Charges	EE may charge the Customer on a time and materials basis (at EE's then prevailing rates) plus expenses where assistance is required to correct a fault at a Hotspot that has arisen due to the Customer's negligence or mistreatment of any equipment or Backhaul connection needed for the Hotspot to operate.

11. General Terms

11.1	Restrictions	<p>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.</p> <p>b. EE reserves the right to charge for additional site visits, if incomplete or inaccurate information provided by the Customer in the Statement of Requirements, or where the Customer refusing to accept a scheduled site visit is the cause of an installation not being completed within the allotted time.</p>
11.2	Emergency Calls	Emergency services cannot be accessed using the WLAN Services and EE accepts no responsibility whatsoever for the handling of emergency calls. In the event that the emergency services number (112 or 999) is dialed with the IA Code, a recorded message will be played directing the user to re-dial without dialing the IA Code.
11.3	Regulatory Obligations	<p>Where the Customer has provided its own Backhaul solution, the Customer warrants that its supplier blocks access to the URLs contained on the Child Abuse Images List (CAIC) as supplied by the Internet Watch Foundation ("IWF") on a daily basis.</p> <p>EE will provide categorisation based content filtering of 18 content as standard.</p> <p>Where the Customer has purchased the Co- branded Solution, categories of filtered content may be customized and will be captured in the Statement of Requirements. Where content filtering is customized, the Customer shall indemnify and keep indemnified EE in full and on demand for any claims, losses, or damages incurred or suffered by EE (including any legal costs) as a result of the Customer's choice of content filtering settings.</p>
11.4	Liability	As with any automated service, the Solution may malfunction due to factors beyond the reasonable control of EE or its third party suppliers (including without limitation due to a fault, delay or disruption in the telecommunications equipment or network availability, misuse or malfunction of equipment or services) and EE shall have no liability to the Customer in these circumstances.
11.5	IPR	Without prejudice to the provisions of the General Terms, all Intellectual Property Rights subsisting in or created in the User Data by or on behalf of EE pursuant to this Solution shall remain the sole property of EE. EE grants the Customer a perpetual, non-transferrable, non-exclusive licence to use the User Data made available to the Customer pursuant to this Solution subject always to the Customer ensuring full compliance with the terms of this Agreement, including full payment of all Charges. Configuration and design of the WLAN Network remains property of EE at all times. EE reserves the right to reset the WLAN Network to its default settings on termination.
11.6	Warranty	Under the Co-branded Solution, EE provides the Registration Data and the In Value Status Data on an "as is" basis and to the extent permitted by law EE makes no other warranty, including whether the Registration Data and the In Venue Status Data are accurate, complete or fit for any purpose.