



## 1. Interpretation

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

1.2	Solution Description	The Enterprise Messaging Solution Description forms part of these Solution Terms.
1.3	Statement of Requirements	The parties must agree the Enterprise Messaging 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.

Access Date	The date on which the Enterprise Messaging Platform is ready to start receiving Messages from (or if applicable, for) the Customer;
Alphanumeric Codes or Alphanumerics	Any numeric or alphanumeric string used to send a message in place of a standard international format phone number, and which complies with technical specifications issued by EE from time to time.
API	The Application Programming Interface(s) provided by EE to the Customer to facilitate the Customer Connection.
Customer Connection	The link from the Customer's apparatus to the point of connection with the Messaging Platform Software which provides access to the Enterprise Messaging Platform.
End User	Any individual, corporation or other legal entity to whom the Customer sends Messages via the Services.
Enterprise Messaging Platform	The facility made available from time to time by EE for the purpose of conveying messages using the Network.
Equipment	All hardware and/or software used by the Customer and/or an End User in connection with the Solution which interface with Network and/or Messaging Platform Software.
Message or SMS	Short message service comprising numerals and/or text of no more than 160 characters which conforms to the GSM character set for SMS or binary data which is base 64 encoded to a maximum length of 190 characters sent by or to the Customer.
Solution	The ability for the Customer to submit high volume (bulk) text messaging services (using the SMCS Facility) via the Network using the Customer Connection to the Messaging Platform Software as described in the Solution Description.
Messaging Platform Software	The software interface and relating documentation licensed to EE and sub-licensed to the Customer to access the Enterprise Messaging Platform.

## 3. Enterprise Messaging – the Solution

3.1	Provision of the Solution	Subject to the Customer's compliance with these Solution Terms, EE shall from the Access Date grant the Customer access to the Enterprise Messaging Platform using the Messaging Platform Software (via the Customer Connection and/or the Internet) solely for the purposes of sending and receiving Messages in accordance with these Solution Terms.
3.2	Use of the Solution	The Customer may use the Solution for the purposes of marketing or advertising provided that the Customer is in full compliance with any and all relevant laws, regulations and codes of practice, or instructions issued by EE from time to time in relation to such activity. EE may from time to time impose such conditions and restrictions upon the Customer as EE may, in its absolute discretion, think fit in connection with the Customer's use of the Solution.
3.3	Capacity	The Customer must observe any capacity allocations provided by EE and acknowledges that it will not be able to send Messages in excess of the capacity allowance set by EE (if applicable). The Customer must observe any instructions issued by EE about the submission of bulk Messages to the Network designed to ensure the network is not overloaded.



3.4	Customer Connection	<p>The Customer shall access the Solution either via the Internet or a dedicated Customer Connection. The Customer shall be responsible for installing the Customer Connection prior to the Access Date. The Customer shall be responsible for all charges relating to the supply and maintenance of the Customer Connection. All Messages transmitted between the Customer and EE and/or End Users shall be transmitted in the format specified and in accordance with the technical requirements issued from time to time by EE.</p> <p>If not obtained from EE the Customer shall ensure that the terms and conditions of its agreement with any third party providing the Customer Connection are consistent with its own obligation contained in these Solution Terms.</p> <p>The Customer will be required to provide such assistance as EE may reasonably require with any installation tests prior to acceptance of the Customer Connection, and to sign off acceptance of the results.</p>
3.5	Suspension of the Customer Connection	<p>EE reserves the right to disconnect the Customer Connection without prior notice to the Customer should a fault occur that is considered by EE to affect or be likely to affect the performance of the Network.</p>
3.6	Delay in Delivery of Messages.	<p>EE will not alter or delete Messages sent by the Customer. However, EE shall be entitled to delete any Message which is not delivered within 3 days of the date on which it was submitted for delivery (this period may be reduced in exceptional cases, such as national emergency). EE may specify reasonable volume or frequency restrictions by notice to the Customer from time to time.</p>
3.7	Monitoring	<p>The Customer acknowledges that EE may monitor Messages for the purpose of ensuring compliance with the Agreement, for investigating abuse, misconduct or other potentially unlawful behaviour, to protect the security of the EE Network or to investigate complaints by recipients of Messages.</p>
3.8	Sub-Licence	<p>EE grants to the Customer a non-exclusive, non-transferrable sub-licence to use the Messaging Platform Software on the terms and condition of these Solution Terms [and clause agreement] for the duration of the Solution.</p> <p>The Customer shall not modify or make a derivative work of any Messaging Platform Software (including related documentation or reserve engineer any Messaging Platform Software).</p>
3.9	API	<p>Ownership of any APIs provided by EE shall remain vested in EE. The Customer shall be permitted to use such APIs so long as it complies in all material respects with these terms and conditions, and continues to pay the API Charges.</p>

## 4. Charges

4.1	Set up Charges	<p>Set up charges will be invoiced on signature of the Agreement or Contract Change Note for this Solution (as appropriate).</p>
4.2	Usage Charges	<p>Usage Charges are charged monthly in arrears.</p>
4.3	API Charges	<p>Charges for any Application Programming Interface provided or developed by EE to enable the Customer Connection shall be payable monthly in advance during the Minimum Period unless otherwise agreed in a Contract Change Note.</p>

## 5. Customer Obligations

5.1	Customer obligations	<p>The Customer shall:</p> <ol style="list-style-type: none"> <li>a. Be responsible for establishing adequate measures for the purpose of monitoring fraud and shall bear the risk of fraudulent use of the Solution;</li> <li>b. Not state or imply any approval by EE of the Messages and/or content of the Messages or refer to EE, any of EE's affiliated companies;</li> <li>c. Comply with all requirements and conditions at any time imposed on the Customer which are</li> </ol>
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		<p>applicable to its use of the Solution or which affect the Customer' business. The Customer must reasonably assist EE to comply with all requirements and conditions at any time imposed on EE by law in the UK which are applicable to or affect the Solution.</p> <ul style="list-style-type: none"> <li>d. Not use the Solution in a way that will or may cause a recipient to be misled as to the originator of a Message including (without limitation) misleading the Customer into believing that the originator of a Message is EE or is connected with or authorised by EE</li> <li>e. Not make any change to the Equipment or Customer Connection without EE's prior written approval.</li> </ul>
5.2	Messages	<p>The Customer warrants &amp; represents that the Solution will be used only to send Messages to End Users and that:</p> <ul style="list-style-type: none"> <li>a. such Messages will contain the sender's own number, name, postcode, and an industry approved mechanism to opt out;</li> <li>b. all Messages sent by the Customer will be of a type which are capable of being retained by the recipient;</li> <li>c. all Messages will not specify any expiry period for undelivered Messages in excess of three (3) days from the date when a Message is submitted for delivery;</li> <li>d. the Customer will not send any Messages to any person that has expressed a desire not to receive any Messages; and</li> <li>e. Where 2-way SMS is supported by EE, then the Customer must support the STOP and STOPALL commands for End Users to opt out of receiving Messages.</li> </ul>
5.3	Alphanumeric Codes	<p>The Customer must ensure that all Alphanumeric Codes it uses:</p> <ul style="list-style-type: none"> <li>a. do not mislead the End User as to the originator of the Message;</li> <li>b. do not imply any connection with EE, whether by use of the name 'EE', an EE strap line or other EE branding tool (or part thereof). In this context, EE shall be taken to include its affiliated companies.</li> <li>c. must not be offensive, obscene or unlawful;</li> <li>d. must comply with all instructions issued by EE; and</li> <li>e. must comply with all relevant codes of practice.</li> </ul> <p>The Customer must follow any reasonable process notified by EE prior to using any Alphanumeric Codes. EE reserves the right to require the Customer at any time to cease using a particular Alphanumeric Code.</p>
5.4	Content	<p>The Customer shall ensure that before any material (whether proprietary or non-proprietary) is used as part of its receipt and use of the Solution and/or Messages all rights, licences and consents including any Intellectual Property Rights have been obtained and all requirements of law complied with, as may be necessary to enable the Customer's information or other services to be made available to End Users.</p> <p>The Customer shall not use any part of any strap line, marketing message or other EE branding or any branding that is confusingly similar to that used by EE or any third party.</p> <p>The Customer is solely responsible for the content and operation of Messages delivered using the Solution</p>
5.5	Indemnity	<p>The Customer shall indemnify and keep EE indemnified against all costs, losses, expenses (including without limitation legal expenses), damages, liabilities, demands incurred or suffered by EE arising directly or indirectly out of:</p> <ul style="list-style-type: none"> <li>a. any claim that the use of the Solution and content of the Messages infringes the Intellectual Property Rights of any third party; and</li> <li>b. any fraudulent use of the Solution and/or the Messages; and</li> <li>c. any claim brought against EE by any End User.</li> </ul>



5.5	Customer Representative	The Customer shall 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.
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## 6. Term and Termination

6.1	Minimum Period	The Minimum Period for this Solution is 12 months unless otherwise set out in the Agreement or Contract Change Note
6.2	Suspension and Termination for breach of the Solution Terms	In the event that EE considers, in its reasonable opinion, that the Customer is in breach of any term or condition of these Solution Terms it may: <ol style="list-style-type: none"> <li>Request the Customer to cease to send or solicit any Message(s) which EE considers may have been sent in breach of these Solution Terms and/or</li> <li>In its absolute discretion either temporarily suspend all or any part of the Solution or</li> <li>Immediately terminate this Solution without notice to the Customer.</li> </ol>
6.3	Material breach	For the purposes of Clause 20.3.a. of the Agreement the following are a non-exhaustive list of matters deemed to be a material breach of the Agreement and these Solution Terms: <ol style="list-style-type: none"> <li>Sending spam or otherwise duplicative or unsolicited Messages in violation of applicable laws;</li> <li>Sending or storing infringing, obscene, threatening, libellous or otherwise unlawful or tortious material, including material harmful to children or in violation of third party privacy rights;</li> <li>Sending or storing material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programmes;</li> <li>Interfering with or disrupting the integrity or performance of the Messaging Platform Software or the data contained therein;</li> <li>Attempting to gain unauthorised access to the Messaging Platform Software or its related platform or networks.</li> </ol>
6.5	Consequences of Termination	In the event of termination of this Solution for any reason; <ol style="list-style-type: none"> <li>all Charges payable by the Customer shall become immediately due and payable;</li> <li>This Solution together with the sub-licence granted under clause xxx above shall immediately terminate; and</li> <li>Any permission granted to the Customer to use any Alphanumeric Codes shall terminate.</li> <li></li> </ol>
6.6	Termination Charges	Unless otherwise set out in the Agreement or in a Contract Change Note, the Customer shall pay EE the following Termination Charges in accordance with the Agreement upon early termination of this Solution: <i>Charges for the API from the date of termination to the end of the Minimum Connection Period</i>

## 7. Data Protection

7.1	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 End User consent) to enable them to process such Personal Data in order to meet its obligations 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. EE will ensure that it and its third party supplier shall: <ol style="list-style-type: none"> <li>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;</li> <li>process such Personal Data only for the purposes of providing the Solution to the Customer;</li> <li>apply appropriate technical and organisational measures to safeguard against any unauthorised access, loss, destruction of or damage to such Personal Data.</li> </ol>
7.3	Opt-Out	The Customer must operate an effective system for End Users to exercise their rights not to receive messages under relevant Data Protection Legislation. The Customer must comply with any reasonable instructions issued by EE in relation to such system.
7.4	Privacy Laws	The Customer warrants that it will at all times comply with all Data Protection Legislation.

## 8. Solution Restrictions and Limitation of Liability

8.1	End Users	EE shall have no responsibility or liability for End Users and will direct any End User that inadvertently contacts EE to the Customer.
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8.2	Maintenance	The Customer acknowledges and accepts that the Enterprise Messaging Solution, Enterprise Messaging Platform and/or Messaging Platform Software may from time to time require upgrading, modification, maintenance or other works. These may result in some or all of the Enterprise Messaging Solution becoming temporarily unavailable. In such cases, EE shall use reasonable endeavours to keep the period of non-availability to a minimum. However, some interruption may be inevitable.
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