



1. Interpretation

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

1.2	Solution Description	The TeamViewer Solution Description forms part of these Solution Terms.
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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.

Licensing Option(s)	Means TeamViewer Assist AR Lite, TeamViewer Assist AR Professional, TeamViewer Frontline Assist, TeamViewer Frontline Inspect, TeamViewer Frontline Make, and TeamViewer Frontline Pick, as further described in Paragraph 1.2 of the Solution Description.
Licensing Option Add-On(s)	Means TeamViewer Frontline Creator and TeamViewer Frontline Spatial Editor, available as add-ons with selected Licensing Option(s), as further described in Paragraph 1.2 of the Solution Description.
Professional Services	Means the professional services as further described in the Solution Description and set out in the Initial Order or Contract Change Note.
Solution Term	A period of either 1, 2 or 3 years, for which the Customer commits to receive the TeamViewer Solution, as detailed in the Initial Order or Contract Change Note.
Supplier	Means TeamViewer Germany GmbH, registered in Germany (registered no. Ulm HRB 534075) and having its registered office at Bahnhofplatz 2, 73033 Göppingen, Germany.
TeamViewer Assist AR Lite	Means the Licensing Option consisting of a lightweight remote support solution offering augmented reality ("AR") capabilities, as further described in Paragraph 1.2 of the Solution Description.
TeamViewer Assist AR Professional	Means the Licensing Option consisting of a comprehensive AR remote support tool, as further described in Paragraph 1.2 in the Solution Description.
TeamViewer Frontline Assist	Means the Licensing Option which provides remote expert support via live video and augmented reality annotations, as further described in Paragraph 1.2 of the Solution Description.
TeamViewer Frontline Inspect	Means the Licensing Option which enables digital inspections and quality assurance, as further described in Paragraph 1.2 of the Solution Description.
TeamViewer Frontline Make	Means the Licensing Option which supports assembly and production processes with step-by-step AR instructions, as further described in Paragraph 1.2 of the Solution Description.
TeamViewer Frontline Pick	Means the Licensing Option consisting of an AR-guided order picking solution, as further described in Paragraph 1.2 of the Solution Description.
TeamViewer Frontline Creator	Means the Licensing Option Add-On, available for TeamViewer Frontline Pick, Make and Inspect, consisting of a no-code platform for building and customising AR workflows, as further described in Paragraph 1.2 of the Solution Description.
TeamViewer Frontline Spatial Editor	Means the Licensing Option Add-On, available for TeamViewer Make and Inspect, consisting of a tool for creating and editing spatial AR content, as further described in Paragraph 1.2 of the Solution Description.
TeamViewer Portal	Means the portal that the Customer will access through a compatible web browser and that manages the End User Licensed Software.

3. TeamViewer – the Solution

3.1	Solution	EE will provide the Customer with: (a) Licensing Option(s); (b) Licensing Option Add-On(s); (c) TeamViewer Portal; and (d) Premium Support SLA Subscription (if selected); as set out in the Initial Order or Contract Change Note.
3.2	Licensing Options	The Customer will order a Licensing Option to be used with the Solution. The scope of each Licensing Option, e.g. number of Users or Devices, will be included in the Initial Order or Contract Change Note. A licence is required for each User.



		All Licensing Options and Licensing Option Add-Ons are non-refundable, charged as a one off payment and provide access to Solution for a specified Solution Term, as set out in the Price Guide available on request from EE or at www.ee.co.uk/business/terms.
3.3	Licensing Option Add-Ons	Licensing Option Add-Ons are available for selected Licensing Options, as further described in the Solution Description. Licensing Option Add-Ons will be included in the Initial Order or Contract Change Note.
3.4	Solution Requirements	For EE to provide the Solution, the Customer will have in place throughout the duration of the Agreement: (a) for TeamViewer Portal, an internet connection; and (b) a mobile data connection and a valid contract for the provision of data services. If EE provides the Customer with any Services other than this Solution, these Solution Terms will not apply to those Services and those Services will be governed by their own separate terms.
3.5	End User Licensed Software	The software licensed under this Solution is End User Licensed Software the current terms for which are set out in the End User License Agreement ("EULA") available at https://www.teamviewer.com/en/legal/eula/, as may be amended by the Supplier from time to time. The Customer will, and will ensure that Users will, observe and comply with the EULA for all and any use of the Software. If the Customer or Users do not comply with the EULA, EE may restrict or suspend the Solution upon reasonable notice. The Customer will enter into the EULA for their own benefit and the rights, obligations, acknowledgements, undertakings, warranties and indemnities granted in accordance with the EULA are between the Customer and the Supplier and the Customer will deal with the Supplier with respect to any loss or damage suffered and any such loss or damage will not be enforceable against EE.
3.6	Professional Services	EE will provide Professional Services upon Customer's request and subject to additional Charges as set out in clause 4.1 below. Unless otherwise agreed, the Professional Services shall be either: (i) charged on a time and materials basis with a daily fee rate calculated on the basis of an 8-hour day worked during business hours; or (ii) purchased as a prepaid bundled package of hours which (unless otherwise stated in the Agreement) must be used within, three hundred and sixty-five (365) days as of the purchase date otherwise the hours shall expire without refund. Prior to the Customer placing an Initial Order, EE may provide a cost estimate for Professional Services, including any applicable expenses. Such a cost estimate will be indicative only and is subject to change. EE shall notify the Customer of any material changes to the indicative quote as soon as is reasonably practicable. Unless otherwise agreed by the Parties in writing, time is not of the essence in the delivery of the Professional Services. Customer is required to provide certain access and cooperation to enable the provision of Professional Services, as further described in the Solution Description. If EE is unable to perform the Professional Services on time or properly for reasons for which the Customer is responsible (e. g. as a result of incorrect, incomplete or delayed provision of services or materials), EE shall not be liable for any delays as a result thereof and shall be entitled to charge the resulting additional expenses and costs at its applicable rates.
3.7	Professional Services Warranty Limitation	The Customer must provide EE with written notice of any complaints regarding Professional Services within 6 months from the completion of the applicable Professional Services. To the extent that EE in its sole discretion determines that the complaint is valid, it shall either (1) procure a re-performance of any non-conforming portion of the Professional Services or (2) refund pro-rata any fees paid for the non-conforming portion of the Professional Services. This section 3.7 sets out the sole and exclusive remedies available to Customer in relation to the provision of the Professional Services.



4. Charges

4.1	Invoicing	All Licensing Options, Licensing Option Add-Ons and Premium Support SLA Subscription are invoiced as one-off Charges at the time of the Customer's Initial Order or any subsequent Order, as set out in the Initial Order or Contract Change Note. In addition to any Charges detailed in the Commercial Terms, EE will invoice the Customer for: (a) Professional Services either on a monthly or quarterly basis as set out in the Initial Order or Contract Change Note.
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5. Customer Obligations

5.1	Customer obligations	The Customer shall (and shall procure that its Users shall): - ensure any use of this Solution, including any monitoring and/or recording of communications under this Solution shall comply with the law, including the Data Protection Legislation; - distribute information to Users about the Solution and how it operates; - ensure (i) that the environment in which the Solution is used is suitable for such use and (ii) that the Customer's use of the Solution will not put the Customer in breach of any Applicable Law, including any health and safety legislation; - not use, or permit a third party to use, the Solution for any other than its intended purpose, e. g. for any illegal or fraudulent activities; - not do, whether by actions or omissions, anything that could adversely affect Supplier's Intellectual Property Rights; - not modify, adapt, develop, create any derivative work, reverse engineer, decompile, disassemble the Solution or otherwise violate any copyright law or other Intellectual Property Rights regulations; - not use, register or apply to register any trademark or domain name that is based upon or similar to Supplier trademarks, or combines any domain name or trademark of Supplier with any other domain name, trade name or trademark in a way that would likely cause confusion in the market as to the ownership or origin of the same, whether in its own name or through any of its staff and the relatives thereof, any company invested or owned by it, or any other company or individual who acts in its/his/her own name but actually in the interest of the Customer. In case of breach, the Customer is obliged to transfer such trademark or domain to Supplier without consideration; - provide cooperation to enable EE to provide the Professional Services through active and appropriate participation and contribution. In particular, the Customer shall provide EE with the required access to information, documents and data, IT infrastructure and other means necessary for the proper performance of the Professional Services. The Customer will 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.
5.2	Indemnity	The Customer will indemnify and keep EE indemnified against all costs, losses, expenses (including without limitation legal expenses), damages, liabilities, demands incurred or suffered by EE arising out of the performance of, or infringement by, software, equipment or materials (including Customer intellectual property) not supplied by EE or Supplier.

6. Term and Termination

6.1	Term	EE will provide the Customer with the TeamViewer Solution from the Service Commencement Date until the expiry of the Solution unless terminated earlier in accordance with the terms of the Agreement. For the avoidance of doubt, the Customer will not be entitled to a refund in the event of an early termination. Any additional Licensing Options, Licensing Option Add-Ons and Premium Support SLA Subscription added after the Service Commencement Date will be coterminous with the overall Solution and Charges for those items will be calculated on a pro rata basis. If the Customer wants to renew the TeamViewer Solution for another Solution Term, the Customer must notify EE at least 30 days prior to the expiry of the Solution.
6.2	Termination of End User Licence Agreement	If the End User Licence Agreement is terminated, this Solution shall also terminate.
6.3	Termination Charges	There are no Termination Charges related to the Solution.



		If the Customer terminates the Solution before the end of the Solution Term, it will not be entitled to a refund of any Charges.
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7. Technical Support

7.1	Basic Support	Basic technical support is provided with this Solution as described in the Solution Description.
7.2	Premium Support SLA Subscription	An optional premium support SLA subscription, as further described in Paragraph 2.2 of the Solution Description, is available to purchase for an additional Charge.

8. Data Protection

8.1	Data Protection	EE's data processing is limited to Customer data for the purpose of billing and sharing the contact details of the Customer with the Supplier for the purposes of purchasing the Solution from the Supplier and enabling Customer access to the Solution. Please see the Supplier's privacy policy at https://www.teamviewer.com/en/legal/privacy-and-cookies/ and data processing agreement at https://www.teamviewer.com/en/legal/eula/?tab=dpa for further information on how it will process the Customer's personal data. The Customer acknowledges and agrees that when its Users download or access the Solution, each User will be required to accept the Supplier's terms of use and privacy policy which sets out how Supplier will process any personal data the User provides to the Supplier, including via the Solution. EE shall have no access to the Solution and will not be able to access or view any personal data of the Customer or its Users. The Customer warrants that it will at all times comply with all Data Protection Legislation when accessing and using the Solution.
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9. Solution Restrictions and Limitation of Liability

9.1	Restrictions	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.
9.2	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, mis-use or malfunction of equipment or services) and EE shall have no liability to the Customer in these circumstances. In relation to Professional Services, EE does not warrant that: (i) the results of the Professional Services will correct all reported defects, and (ii) that the use of the Solution or any other deliverables, including the results of the Professional Services: (a) will be uninterrupted or error free, (b) will meet the requirements or expectations of Customer, or (c) will serve the intended use or business purposes of Customer.