



Lone Worker from EE (Peoplesafe) Solution Terms Annex to the EE Mobile Schedule

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A NOTE ON 'YOU'

'You' and 'your' mean the Customer.

WORDS DEFINED IN THE GENERAL TERMS

Words that are capitalised but have not been defined in these Solution Terms have the meanings given to them in the General Terms, EE Mobile Schedule, Orders and EE Price Guide.

Part A – This Solution

1 STATEMENT OF REQUIREMENTS

This Solution requires a Statement of Requirements.

2 THE LONE WORKER FROM EE (PEOPLESF) SOLUTION

- 2.1 The Peoplesafe Lone Worker Software is third party software.
- 2.2 Your use of the Peoplesafe Lone Worker Software is subject to the terms of the Peoplesafe EULA.
- 2.3 Each Lone Worker User is required to accept the terms of the Peoplesafe EULA before downloading the Peoplesafe Lone Worker Software.
- 2.4 BT provides Specialist Lone Worker Devices with the benefit of the manufacturer's warranty.

3 YOUR OBLIGATIONS

- 3.1 You will:
 - 3.1.1 (and will ensure that the Lone Worker Users will) use this Solution (including the monitoring or recording of communications under this Solution) in accordance with law (including Data Protection Legislation); and
 - 3.1.2 share information with Lone Worker Users about this Solution and how it operates.
- 3.2 You will indemnify, and keep indemnified, BT and its Affiliates against all Losses incurred or suffered by BT and any BT Affiliate arising out of:
 - 3.2.1 any Claim brought against BT by any governmental authority, OFCOM, the Information Commissioner or any other competent regulatory authority; or
 - 3.2.2 any Claim in connection with an infringement or alleged infringement of the rights of any third party, as a result of any breach by you (or your employees subcontractors or agents) of these Solution Terms (except to the extent such Losses are caused by any act or omission of the BT Personnel) or as a result of your failure to comply with your obligations under the Contract.
- 3.3 BT will take reasonable steps to mitigate the impact of any Losses suffered by it as a result of a Claim referred to in Paragraph 3.2.1 or 3.2.2.

4 THE END OF THIS SOLUTION

- 4.1 You may request the transfer of this Solution from one Lone Worker Device to another Lone Worker Device during the Minimum Term.
- 4.2 If you request a transfer in accordance with Paragraph 4.1 with less than two months of the Minimum Term remaining, then the new Lone Worker Device will be Connected for a further Minimum Term.
- 4.3 If you request a transfer in accordance with Paragraph 4.1 with more than two months of the Minimum Term remaining, then the new Lone Worker Device will be Connected for the remainder of the existing Minimum Term.
- 4.4 In addition to the termination and suspension rights set out in Clauses 15 and 18 of the General Terms, BT may suspend or terminate this Solution if BT has reasonable grounds for believing that you or the Lone Worker Users are mis-using this Solution.
- 4.5 If you or BT terminate this Solution for any reason, you will, and will ensure that your Lone Worker Users, permanently delete the Peoplesafe Lone Worker Software from their Lone Worker Device.
- 4.6 This Solution will automatically terminate if the Peoplesafe EULA is terminated for any reason.
- 4.7 You will not be required to pay Termination Charges in relation to this Solution as long as, during the Minimum Term:

- 4.7.1 you do not terminate the Peoplesafe EULA; and
- 4.7.2 the Peoplesafe EULA is not terminated as a result of your breach.
- 4.8 If you terminate this Solution (or any part of this Solution) before the end of the Minimum Term, in addition to any other Charges due to BT or EE under the Contract, you will pay EE Termination Charges, which will be calculated as follows:
(Subscription Charges + (where applicable) Lone Worker (Peoplesafe) SIM Only Service Plan Subscription charge) x number of months remaining in the Minimum Term.

5 TECHNICAL SUPPORT

This Solution includes the technical support set out in the Lone Worker (Peoplesafe) Solution Description.

6 OTHER TERMS

- 6.1 Specialist Lone Worker Devices supplied in accordance with these Solution Terms are only for use with this Solution.
- 6.2 You will not use this Solution, nor allow others to use it, as a substitute for other reasonable personal safety measures.
- 6.3 Insurance propositions sold by or provided on behalf of BT, as described at www.bt.com/terms, do not apply to the Specialist Lone Worker Devices.
- 6.4 BT does not warrant or represent that this Solution will enable you to meet your legal obligations of a duty of care to your employees or any other person under the Health and Safety at Work etc. Act 1974, the Corporate Manslaughter and Corporate Homicide Act 2007 or the Health and Safety (Offences) Act 2008.
- 6.5 As with any automated service, this Solution may malfunction due to factors beyond the reasonable control of BT or its third party suppliers (including due to a fault, delay or disruption in the telecommunications equipment or network availability, misuse or malfunction of equipment or services) and BT will have no liability to you in these circumstances.

Part B – Defined Terms

7 DEFINED TERMS

In addition to the defined terms in the General Terms, EE Mobile Schedule, Orders and EE Price Guide, capitalised terms in these Solution Terms will have the following meanings (and in the case of conflict between these defined terms in the General Terms, EE Mobile Schedule, Orders or EE Price Guide, these defined terms will take precedence for the purposes of these Solution Terms):

“**Lone Worker Device**” means the Device or the Specialist Lone Worker Device that you use (or the Lone Worker Users use) to access this Solution.

“**Lone Worker User**” means any person you allow to use this Solution who is authorised by you to log onto this Solution.

“**Peoplesafe EULA**” means the EULA set out in the Lone Worker (Peoplesafe) Solution Description.

“**Peoplesafe Lone Worker Software**” means the software licensed to you under the terms of the Peoplesafe EULA.

“**Specialist Lone Worker Device**” means a Lone Worker Device that is dedicated to accessing this Solution.