



# Rapid Site Solution Terms

## Annex to the EE Mobile Schedule

### Contents

|  |   |
|--|---|
| A note on 'you' .....                                | 2 |
| Words defined in the General Terms .....             | 2 |
| Part A – This Solution.....                          | 2 |
| 1 Statement of Requirements .....                    | 2 |
| 2 The Rapid Site Solution .....                      | 2 |
| 3 Charges.....                                       | 2 |
| 4 Your Obligations .....                             | 2 |
| 5 Recovery of Rapid Site Equipment and Devices ..... | 2 |
| 6 The End of this Solution .....                     | 3 |
| 7 Technical Support.....                             | 3 |
| 8 Other Terms .....                                  | 3 |
| Part B – Defined Terms.....                          | 4 |
| 9 Defined Terms.....                                 | 4 |

## 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 RAPID SITE SOLUTION

#### 2.1 BT will:

- 2.1.1 install, maintain and support the Rapid Site Equipment and Devices;
- 2.1.2 provide you with access to a helpdesk 24x7x365;
- 2.1.3 hold and deploy additional Rapid Site Equipment and Devices;
- 2.1.4 remotely monitor the Rapid Site Equipment and Devices and report on any performance issues; and
- 2.1.5 provide you with access to an online portal.

2.2 BT or the appropriate third party retains title in the Rapid Site Equipment and Devices. BT (or the appropriate third party) grants you a licence to use any Rapid Site Equipment and Devices only for accessing the Mobile Network during the term of the Contract.

### 3 CHARGES

#### 3.1 EE will invoice you for:

- 3.1.1 a one off Installation Charge per Customer Site based on your requirements, on completion of each Customer Site set-up; and
- 3.1.2 Subscription Charges, from the point the router is activated at each Customer Site.

3.2 The Installation Charges and Subscription Charges for this Solution will not contribute towards the Minimum Spend, unless stated otherwise in the Contract.

3.3 EE may invoice you for additional Charges, as set out in Paragraph 9 of the Rapid Site Solution Description. EE will add any additional Charges to your monthly invoice.

### 4 YOUR OBLIGATIONS

#### 4.1 You will:

- 4.1.1 allow BT Personnel access to the Customer Site as is reasonably necessary to set up, operate and manage the Rapid Site Equipment and Devices on the Customer Site, provided that all BT Personnel comply with your reasonable security and safety procedures;
- 4.1.2 at your expense, provide electricity to each item of the Rapid Site Equipment and Devices needing electricity, in accordance with the specifications provided by BT from time to time;
- 4.1.3 not interfere with or move the Rapid Site Equipment and Devices;
- 4.1.4 take all reasonable steps to protect the Rapid Site Equipment and Devices from loss, theft or damage;
- 4.1.5 without limiting your obligations in this Paragraph 4.1, ensure that:
  - (a) any third party that owns or occupies the Customer Site, or any part of the Customer Site, will not interfere with or remove the Rapid Site Equipment and Devices; and
  - (b) any such third party will permit BT Personnel to enter the Customer Site to recover the Rapid Site Equipment and Devices; and
- 4.1.6 ensure that a Customer Contact is on-site during any installation or decommission to provide approval.

### 5 RECOVERY OF RAPID SITE EQUIPMENT AND DEVICES

- 5.1 If you no longer require this Solution at a Customer Site, you will give BT a minimum of 48 hours' Notice to retrieve any Rapid Site Equipment and Devices.
- 5.2 If you no longer require this Solution at any of your Customer Sites, you will give Notice to BT in accordance with Paragraph 6.2.
- 5.3 Where BT is required to recover Rapid Site Equipment and Devices from the Customer Site and is unable to do so due to a reason outside of BT's reasonable control, then (without limiting any other rights or remedies BT has against you) you will indemnify BT in full for any loss BT incurs as a result.

## 6 THE END OF THIS SOLUTION

- 6.1 A Minimum Term applies to this Solution as set out in the Initial Order or applicable Contract Change Note. The Minimum Term is per Customer Site and commences upon completion of installation at that Customer Site.
- 6.2 Subject to Paragraph 6.4, you may terminate this Solution by giving BT 30 days' Notice.
- 6.3 Upon expiry or termination of the Contract, the EE Mobile Service or this Solution for any reason, BT may require you to return all Rapid Site Equipment and Devices to BT, at your own expense. EE may charge the List Price for any Rapid Site Equipment and Devices that are not returned, or in BT's reasonable opinion, are not returned in good working order.
- 6.4 If you terminate 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 Termination Charges to EE, which will be calculated as follows:
- 6.5 (Subscription Charges x number of months remaining in the Minimum Term for each Customer Site) – 5 per cent

## 7 TECHNICAL SUPPORT

- 7.1 BT will use reasonable endeavours to rectify faults within the Target Response Time.
- 7.2 BT will suspend the Target Response Time while BT is awaiting your response or action, or that of your supplier. BT will keep you informed of any changes to the Target Response Time.
- 7.3 The Target Response Time ends when BT reports that this Solution is fully restored.
- 7.4 Contact details for technical support described in Paragraph 7 are set out in Paragraph 4.3.1 of the Rapid Site Solution Description.

## 8 OTHER TERMS

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

### 9 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 and the 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):

**“Customer Site”** means the property, and the land surrounding all of that property the address of which is detailed in the Statement of Requirements or the relevant Order.

**“Rapid Site Equipment and Devices”** means a business grade 4G Wi-fi router, antenna and cabling and any other ancillary equipment as specified in the Statement of Requirements.

**“Target Response Time”** means the relevant target response times as set out the Rapid Site Solution Description.