



Signal Booster 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 THIS SOLUTION

- 1.1 This Solution is a mobile-signal boosting solution.
- 1.2 BT grants you a licence to use the Booster Equipment solely to access the Mobile Network in accordance with these Solution Terms, and only at the Location.
- 1.3 BT will ship the Booster Equipment to the Location within 30 days of receipt of your order by BT (as long as BT has sufficient stock).

2 RISK AND DELIVERY

- 2.1 Risk in the Booster Equipment passes to you on delivery to the Location.
- 2.2 The Booster Equipment is only compatible with the Mobile Network. You cannot use the Booster Equipment with other telecommunications networks.
- 2.3 You will take all reasonable steps to protect the Booster Equipment and will not cause or allow any third party to cause any damage to the Booster Equipment by any wilful act, neglect or default.
- 2.4 You will not knowingly, recklessly, or negligently use the Booster Equipment in any fraudulent or other unauthorised way.
- 2.5 You will not decompile or modify the software used by the Booster Equipment. You will notify BT immediately if you become aware of or suspect such activity.

3 PERFORMANCE OF THIS SOLUTION

- 3.1 Advertised specifications represent the Booster Equipment's performance in a controlled environment. The performance of the Booster Equipment may be affected by localised conditions.
- 3.2 BT does not warrant that your experience of the Booster Equipment's performance will necessarily match advertised specifications, and in certain circumstances, the Booster Equipment may not improve your quality of service at all.
- 3.3 The Booster Equipment has a limited range and capacity. BT does not guarantee that it will improve the quality of service you or your end users enjoy from the Mobile Network at every part of your Site.
- 3.4 Subject to Paragraph 3.2 above, BT warrants the Booster Equipment will be technically operational for a period of 24 months from the date of delivery to the Location.
- 3.5 If BT confirms the Booster Equipment is faulty, you will return the Booster Equipment to the manufacturer who will (at their sole discretion) repair or replace it. Any repaired or replacement Booster Equipment will benefit from the remainder of the warranty period. If you tamper with, attempt to repair, or use the Booster Equipment other than in accordance with the manufacturer's instructions, the warranty set out in Paragraph 3.4 will be void and you will need to purchase new Booster Equipment.

4 LICENCE TERMS

- 4.1 BT has a public wireless network licence which allows BT to establish, install and use radio equipment, including the Booster Equipment ("Licence"). BT allows you to use the Booster Equipment as long as you comply with the relevant terms of the Licence (as further described in Paragraph 4.2). The Licence requires BT to ensure that all Booster Equipment is operated in accordance with the Licence and that all Users are aware of, and comply with, the relevant terms of the Licence.
- 4.2 You will comply with the following Licence terms:
 - 4.2.1 Ofcom, the communications regulator, may gain access to the Booster Equipment and may ensure that you and your Users are using it in accordance with the Licence; and

- 4.2.2 Ofcom may require the Booster Equipment to be modified, or may temporarily or permanently stop its use, if BT breaches the Licence, or if the Booster Equipment or other equipment operated under the Licence is causing or contributing to undue interference with other radio equipment. Ofcom may also do this in time of national or local states of emergency.
- 4.3 BT may at any time and at your cost, by giving you Notice, require you to return the Booster Equipment to BT, where BT considers this necessary for compliance with its obligations under the Licence. BT will not reimburse you for the price of the Booster Equipment, if BT asks you to return the Booster Equipment. BT will use reasonable endeavours to return the Booster Equipment to you if and when BT is satisfied that its concerns with the Booster Equipment and its use have been addressed and as long as the Contract has not terminated or expired. This Paragraph 4.3 will survive termination of these Solution Terms.

5 ACCESS TO EMERGENCY SERVICES

Despite Paragraph 6.6.1 of the EE Mobile Schedule, it may not be possible to make emergency calls on mobiles if the Booster Equipment is not turned on or if there is disruption such as a power outage. If you or your Users make an emergency call through the Booster Equipment, the emergency services may use your Site to identify where the call was made from.

6 LIMITATION OF LIABILITY AND INDEMNITY

- 6.1 Except as required by law, BT's liability with respect to the Booster Equipment is limited to the cost of the Booster Equipment.
- 6.2 You will indemnify BT against all liability arising out of:
- 6.2.1 any breach by you or your Users of these Solution Terms; and
 - 6.2.2 your or your Users' use (or misuse) of the Booster Equipment.

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):

“**Licence**” has the meaning given in Paragraph 4.1.

“**Location**” means the delivery address specified by you in your Initial Order or Contract Change Note.

“**Booster Equipment**” means the mobile-signal boosting equipment provided by BT.