



Data VPN 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 Data VPN Solution

- 2.1 BT will:
 - 2.1.1 install, maintain and support the Data VPN Equipment and Devices;
 - 2.1.2 provide you with access to a helpdesk 24x7x365;
 - 2.1.3 hold and deploy additional Data VPN Equipment and Devices;
 - 2.1.4 remotely monitor and endeavour to resolve issues with the Data VPN Equipment and Devices and report on any performance issues; and
 - 2.1.5 upon your request, provide you with access to the Self Service Portal.
- 2.2 BT or the appropriate third party retains title in the Data VPN Equipment and Devices. BT (or the appropriate third party) grants you a licence to use any Data VPN Equipment and Devices only for accessing the Mobile Network during the term of the Contract.
- 2.3 Where you have selected the RADIUS Service as set out in the Data VPN Solution Description, BT grants you a licence to use the Self Service Portal as set out in the Statement of Requirements and the Data VPN Solution Description.
- 2.4 The Service Management Boundary is defined in the Statement of Requirements and any Contract documentation and:
 - 2.4.1 for a Solution managed by BT, the Service Management Boundary will be your facing LAN interface of the managed CPE;
 - 2.4.2 for your CPE Solution, the Service Management Boundary will be the edge of the Mobile Network.
- 2.5 BT will provide and manage the Solution from and up to a demarcation point as defined in the Service Management Boundary.
- 2.6 BT will have no responsibility for the Solution outside the Service Management Boundary.
- 2.7 You will use a SIM card with a data Service Plan in order for BT to provide the Solution to you.
- 2.8 Mission Boost Service Option: where you purchase Mission Boost as a Service Option, BT will provide your selected Connections with a higher level of priority on the Mobile Network over EE's standard Internet data bearer service in congested locations.

3 Charges

- 3.1 Charges for the Solution will be set out in the Contract or Contract Change Note based on the Solution Configuration and Service Options that you selected. Further details of the Solution Configuration and Service Options will be set out in the Statement of Requirements.
- 3.2 Where you purchase Mission Boost, you will pay the the applicable Subscription Charges for Mission Boost and the enhanced Subscription Charges for the Data VPN Solution on a per-Connection basis as set out in the Contract.
- 3.3 You may choose to pay the Charges for the Data VPN Solution:
 - 3.3.1 upfront for the Minimum Term before commencement of the Solution and following the expiry of the Minimum Term, you will pay the applicable Subscription Charges on a monthly basis in advance, in accordance with the Contract; or
 - 3.3.2 monthly in advance.

4 Your Obligations

- 4.1 You will:

- 4.1.1 where required, provide an adequate and safe area for BT to mount the Data VPN Equipment without any other equipment interfering with the Data VPN Equipment;
- 4.1.2 not access Data VPN Equipment settings, configuration or output information in any way, other than to assist with installation and implementation, without prior written consent from BT;
- 4.1.3 where required prior to the installation, facilitate any Site surveys and visits that might be required by BT or BT sub-contractor;
- 4.1.4 where required, provide power, rack space and cables as specified in the SCS and provide the customer supplied IP addresses if required;
- 4.1.5 where required, provide BT with exclusive use of and remote access to the Data VPN Equipment and (where requested) NTE and DDF and access by any BT sub-contractor to any associated Leased Line equipment;
- 4.1.6 inform BT of any intention to modify or upgrade your network or any associated software or configuration in order for BT to consider potential compatibility issues. BT may ask for testing of product functionality following any software changes;
- 4.1.7 at your expense, ensure that for a Data VPN Solution with your CPE the required CPE is installed, correctly configured and programmed to use the Solution;
- 4.1.8 after installation, at all times maintain access arrangements that will allow BT to remotely log into the CPE. The permitted access arrangements are:
 - (a) ISP connection from the CPE router to the Internet; and
 - (b) Leased Line connection (as supplied by BT) from the CPE router to BT;
- 4.1.9 at your expense, connect, configure and maintain the link between the CPE and your network;
- 4.1.10 nominate suitable member(s) of your personnel to act as Customer Contact(s) as detailed in the Statement of Requirements or otherwise notified to BT in writing who have the authority to contractually bind you on matters relating to the Data VPN Solution;
- 4.1.11 ensure that the SCS includes the functionality required for the CPE to be interoperable with the Data VPN Solution as set out in the Data VPN Solution Description;
- 4.1.12 assist BT in the completion of a SCS for this Solution. This SCS does not form part of your Contract with BT;
- 4.1.13 provide BT with all relevant information in relation to health and safety and the environment as well as any other information and materials as BT may reasonably request in order to provide the Solution and will ensure that such information is accurate and complete in all material respects;
- 4.1.14 ensure that any Customer Equipment that is connected to the Solution or that you use, directly or indirectly, in relation to the Solution is in conformance with the interface specifications and routing protocols specified by BT; and
- 4.1.15 immediately disconnect any Customer Equipment, or advise BT to do so at your expense, where the Customer Equipment:
 - (a) does not meet any relevant instructions, standards or Applicable Law; or
 - (b) contains or creates material that is in breach of the Acceptable Use Policy and you are contacted by BT about such material;and redress these issues prior to reconnection to the Solution;
- 4.1.16 where applicable, ensure the security and proper use of all valid User access profiles, passwords and other system administration information used in connection with the Solution and:
 - (a) as soon as reasonably practicable terminate access for any person who is no longer a User;
 - (b) inform BT immediately if a User's ID or password has, or is likely to, become known to an unauthorised person, or is being or may be used in an unauthorised way;
 - (c) take all reasonable steps to prevent unauthorised access to the Solution; and
 - (d) satisfy BT's security checks if a password is lost or forgotten;
- 4.1.17 where applicable, distribute, manage and maintain access profiles, passwords and other systems administration information in relation to the control of Users' access to the Solution;
- 4.1.18 ensure that the maximum number of Users will not exceed the permitted number of User identities as set out in any applicable Order;
- 4.1.19 not allow any User specific subscription to be used by more than one individual User unless it has been reassigned in its entirety to another User, in which case you will ensure the prior User will no longer have any right to access or use the Solution; and
- 4.1.20 in relation to the Equipment:



- (a) accept the specification of the managed CPE where provided as part of the Solution, including but not limited to throughput, supported end-user client capacity, and available configuration options;
 - (b) not move, make any alterations or attachments to, or otherwise interfere with, the Equipment, nor permit any person (other than a person authorised by BT) to do so, without BT's prior written consent and, if BT gives its consent, agree that any alterations or attachments are part of the Equipment;
 - (c) properly keep, use and maintain the Equipment in accordance with the manufacturer's or BT's instructions, if any;
 - (d) not modify the Equipment without BT's written consent;
 - (e) ensure there is no damage, interference with or maintenance of the Equipment by persons other than BT or a third party authorised by BT: and
 - (f) only use the Equipment, or allow it to be used, in accordance with any instructions or authorisation BT may give and for the purpose for which it is designed and not move or alter it without BT's consent.
- 4.2 For the period during which you fail to provide BT with at least one of the allowed access arrangements to the CPE router set out in Paragraph 4.1.8 (i.e. no access path whatsoever available), no Service Level Agreement will apply.

5 The End of this Solution

- 5.1 The Minimum Term for the Data VPN Solution is 24 months or as agreed in the Contract or the Contract Change Note.
- 5.2 Where you have purchased Mission Boost, this will run co-terminus with the Minimum Term of your Data VPN Solution and will also cease on any termination of the underlying Data VPN Solution.
- 5.3 On termination or expiry of the Contract or the Solution:
- 5.3.1 BT will disconnect the Leased Line, Data VPN Equipment and any Solution Enhancements;
 - 5.3.2 you will immediately stop accessing the Data VPN Solution from your Devices;
 - 5.3.3 where applicable, you will pay the Termination Charges specified in these Solution Terms;
 - 5.3.4 you will disconnect any Customer Equipment from the Equipment located at your Site; and
 - 5.3.5 BT will provide configuration information in relation to the Solution provided at your Site in a format that BT reasonably specifies.
- 5.4 Upon expiry or termination of the Contract, the EE Mobile Service or this Solution for any reason, BT may require you to return all Data VPN Equipment and Devices to BT, at your own expense or provide BT access to your Site in order to remove the Data VPN Equipment. BT may charge for any Data VPN Equipment and Devices that are not returned, or in BT's reasonable opinion, are not returned in good working order.
- 5.5 If you terminate this Solution before the end of the Minimum Term, in addition to any other Charges due to BT under the Contract, you will pay BT the following Termination Charges:
- 5.5.1 Any charges reasonably incurred by BT in the removal of the Data VPN Equipment; and
 - 5.5.2 Subscription Charges for the number of months remaining in the Minimum Term for the Solution.
- 5.6 You may terminate Mission Boost with respect to a Connection by giving 30 days' Notice to BT. The relevant Mission Boost Subscription Charges will cease to apply following such termination. If you terminate Mission Boost for all Connections, the enhanced Subscription Charges for the Data VPN Solution will revert to the standard Subscription Charges set out in the Contract.
- 5.7 If you give notice of an intention to terminate the Solution, BT will cease delivering the Solution at the time of 23:59 on the termination date specified in the termination notice, or on expiry at the time of 23:59 on the last day of the Contract.

6 Technical Support

- 6.1 BT will use reasonable endeavours to rectify faults within the Target Response Time.
- 6.2 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.
- 6.3 The Target Response Time ends when BT reports that this Solution is fully restored.
- 6.4 Data VPN SLAs as set out in the Data VPN Solution Description are only available with a Data VPN Solution with Enhanced Resilience and provisioned with Leased Lines.
- 6.5 Contact details for technical support described in this Paragraph 6 will be set out in the Statement of Requirements and any changes to your contact details shall be promptly notified to BT in writing.



7 Other Terms

- 7.1 BT will, where applicable, arrange for any surveys to be conducted to confirm the availability of a suitable Leased Line to the Site(s). If the surveys identify that additional engineering work is required in order to provide a suitable Leased Line, BT may provide a quote to you, outside the terms of the Contract, for the engineering work to be completed. Where you accept the quote, BT will arrange for the additional engineering works to be carried out or, where you do not accept the quote, BT will cancel the relevant Order.
- 7.2 If you request a change to the Solution or part of the Solution, BT may revise the Service Start Date to accommodate that change.
- 7.3 Before the Service Start Date, BT will
- 7.3.1 configure the Solution;
 - 7.3.2 conduct a series of standard tests on the Solution to ensure that it is configured correctly;
 - 7.3.3 connect the Solution to each additional service required for delivery of the Solution; and
 - 7.3.4 on the date that BT has completed the activities in this Paragraph 7.3, confirm to you the Service Start Date.
- 7.4 It is assumed that there are no compatibility or interface requirements applicable to this Solution and that BT does not make any representations about whether the Solution will operate in combination with Customer Equipment or other equipment and software. You will ensure that any elements of the Customer Equipment to which the Solution must be compatible are confirmed to BT prior to acceptance of the Contract and all such elements will be recorded on the Contract to enable BT to assess the impact of such compatibility requirements on the Solution and the associated Charges. You will provide any additional information reasonably requested by BT in relation to the Customer Equipment.
- 7.5 Notice in relation to new releases of Software used by BT will not be provided. In the case of any material errors in the Software that become apparent in the course of normal business operation, BT will be entitled to correct those errors in future releases of the Software.
- 7.6 Notice may not be provided to you in relation to emergency Maintenance.
- 7.7 Any 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.
- 7.8 In accordance with United Kingdom regulations, BT normally issues warning notices to the User's Device when the amount of data consumed whilst roaming is approaching or has reached £45 in any given month ("**Warning Messages**"). When a Device is operated through a Data VPN, neither you nor your Users will receive Warning Messages when roaming outside the United Kingdom, the Isle of Man or the Channel Islands. By agreeing to these Solution Terms, you opt out of the £45 data roaming spend limit in your Contract with BT for you and all your Users for the Data VPN Solution.
- 7.9 BT may in order to comply with any new Applicable Law, modify the Solution or amend the terms and conditions, including Charges, and will notify you as soon as is commercially practicable of any amendments.
- 7.10 Where you become aware of an Incident:
- (a) the Customer Contact will report it to the EE Service Desk;
 - (b) BT will give you a Ticket;
 - (c) BT will inform you when it believes the Incident is cleared and will close the Ticket when:
 - (i) you confirm that the Incident is cleared within 24 hours after having been informed; or
 - (ii) BT has attempted unsuccessfully to contact you and you have not responded within 24 hours following BT's attempt to contact you.
 - (d) If you confirm that the Incident is not cleared within 24 hours after having been informed, the Ticket will remain open, and BT will continue to work to resolve the Incident.



Part B – Defined Terms

8 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). BT has repeated some definitions in this Annex that are already defined in the General Terms. This is to make it easier for you to find the definitions when reading this Annex:

“**CPE**” means customer premises equipment. CPE includes Data VPN Equipment and CPE connected at the Service Management Boundary.

“**Data VPN Equipment**” means any antennae, routers, enhancers, monitoring units or other equipment, including but not limited to equipment forming part of the Mobile Network, which BT may agree to install or otherwise provide for installation by you at any Site.

“**Data VPN SLA**” means Data VPN service level agreement as set out in the Data VPN Solution Description.

“**Data VPN Solution**” means a secure and closed data solution that connects mobile endpoint devices into a private enterprise network.

“**DDF**” means Digital Data Frame.

“**Enhanced Resilience**” means the Data VPN Solution option and support that you may select as set out in the Data VPN Solution Description.

“**Equipment**” means any equipment forming part of the Mobile Network, excluding Additional Network Equipment, including any Software, owned by or licensed to BT or any of BT's Affiliates that BT installs at a Site for the provision of the Solution.

“**Leased Line**” means a point to point transmission link which delivers a fixed, symmetric bandwidth between its two end points. Each end of the Leased Line (if selected by you as part of the Solution) terminates on CPE, which supports one or more standard interfaces to which a User may connect. Title to the Leased Line does not pass to you or the User, but instead remains with the sub-contractor.

“**Mission Boost**” or “**Mission Boost Service Option**” has the meaning given in Paragraph **Error! Reference source not found.**

“**NTE**” means network termination equipment.

“**RADIUS**” means remote authentication dial-in user service.

“**Service Management Boundary**” means a physical point at your Site where responsibility and liability for support and maintenance of the Service passes from BT to you as set out in Paragraph 2.4.

“**SCS**” means system configuration sheet.

“**Self Service Portal**” means a secure access website portal with self-service capabilities for you to manage your Users and RADIUS configurations.

“**Solution Configuration**” means the Data VPN Solution option described in the Data VPN Solution Description that you choose, as set out in the Statement of Requirements and the Contract or Contract Change Note, as applicable.

“**Solution Enhancements**” means additional Solution enhancements available to you as set out in the Data VPN Solution Description.

“**Target Response Time**” means the relevant target fix times as set out the Data VPN Solution Description.

“**Ticket**” means the unique reference number provided by BT for an Incident and that may also be known as a “**fault reference number**”.