



Rapid Site 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 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 and endeavour to resolve issues the Rapid Site Equipment and Devices and report on any performance issues; and
 - 2.1.5 upon your request, provide you with read only access to an online Device 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.
- 2.3 As described in Paragraph 2.3.4 of the Solution Description, where installation of the 5G Rapid Site Solution has been scheduled but proves unsuccessful on site due to inadequate 5G coverage, your preferred option as captured in advance of install at the Statement of Requirements capture phase will be implemented as far as reasonably possible. If you fail to record a preference in advance, it will be assumed that 4G connectivity is wanted and Rapid Site Equipment will be deployed in the installation of a 4G version of the 5G Rapid Site Solution.

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, invoiced monthly in advance 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 adequate and safe 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 prior to the installation date, complete any configuration requirements on your systems;
 - 4.1.4 where required, provide an adequate and safe area for BT to mount the Rapid Site Equipment without any other equipment interfering with the Rapid Site Equipment;
 - 4.1.5 where required prior to the installation date, facilitate any site surveys and visits that might be required by BT or a BT sub-contractor;



- 4.1.6 confirm and agree in the Statement of Works any requirements for the installation of the Rapid Site Equipment, including whether the Rapid Site Equipment needs to be installed onto your existing infrastructure;
- 4.1.7 once BT has completed installation of the Rapid Site Equipment, provide sign off before BT leaves the Customer Site that the Rapid Site Solution is in working order;
- 4.1.8 ensure that a Customer Contact is on-site during any installation or decommission to provide approval and support if BT reasonably requires it;
- 4.1.9 keep the Rapid Site Solution safe and without risk to health;
- 4.1.10 only use the Rapid Site Solution or allow it to be used in accordance with any instructions or authorisation BT gives and the purpose for which the Rapid Site Solution is designed for.
- 4.1.11 not move the Rapid Site Solution or any part of it from site(s) without BT's written consent and the you will pay BT's costs and expenses reasonably incurred as a result of such move or relocation;
- 4.1.12 not make any alterations or attachments to, or otherwise interfere with, the Rapid Site Solution, 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 will become part of the Rapid Site Solution;
- 4.1.13 not sell, charge, assign, transfer or dispose of or part with possession of the Rapid Site Solution or any part of it;
- 4.1.14 not allow any encumbrance or security interest over the BT Equipment, nor pledge the credit of BT for the repair of the Rapid Site Solution;
- 4.1.15 not claim to be owner of the Rapid Site Solution and ensure that the owner of the Customer Site will not claim ownership of the Rapid Site Solution, even where the Rapid Site Solution is fixed to the Customer Site(s);
- 4.1.16 obtain appropriate insurance against any damage to or theft or loss of the Rapid Site Solution; and
- 4.1.17 in addition to any other rights that BT may have, reimburse BT for any losses, costs or liabilities arising from your use or mis-use of the Rapid Site Solution or where the Rapid Site Solution is damaged, stolen, or lost, except where loss or damage to Rapid Site Solution is a result of fair wear and tear or caused by BT.

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 72 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: (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 Data VPN SLAs as set out in the Rapid Site Solution Description are only available with an EE Data VPN with Enhanced Resilience and provisioned with BT Leased Lines.
- 7.5 Any Target Response Times will not apply for any period of time during which you fail to comply with Paragraphs 4.1.1, 4.1.2, 4.1.3 and 4.1.4.
- 7.6 Contact details for technical support described in Paragraph 7 are set out in Paragraph 4.3.1 of the Rapid Site Solution Description and any changes to your contact details shall be promptly notified to BT in writing.

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.

“**Other Peripherals**” means additional Devices and access points that could be added to the Rapid Site Solution to upload and download information into and out of the Rapid Site Solution as set out in any Order.

“**Rapid Site Equipment and Devices**” means the business grade equipment supplied comprising of a business grade router, antenna and cabling and any other peripherals or equipment as deemed necessary or as specified in the Statement of Requirements. In some instances, BT will install a box with internal fixings to mount some or all of these items. The equipment is not restricted to the following, but may comprise of some or all of the following items:

1. Business grade 5G/4G routers;
2. EE SIM card installed into the routers;
3. 4-way power adapter, 0.5M Cat 5 cable that connects the 5G/4G WiFi routers;
4. Antenna equipment to provide 5G/4G signal to the router.

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