



Device Lifecycle Management 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 – The Device Lifecycle Management Service

1 Statement of Requirements

This Solution requires a Statement of Requirements.

2 Interpretation

- 2.1 The Device Lifecycle Management Solution (referred to in these Solution Terms as "**DLM**" or the "**Solution**") is provided in accordance with your Contract with BT.
- 2.2 The Device Lifecycle Management Solution Description forms part of these Solution Terms.
- 2.3 The following eligibility criteria applies to this Solution:
 - a) a minimum of 400 Eligible Devices must be included in the Order or Contract Change Note; and
 - b) the Solution must be applied to all Connected mobile phone Devices ordered under your account with BT.

3 Device Lifecycle Management

3.1 The Service

- 3.1.1 The DLM Solution provides Retrieval of Eligible Devices for: a) Redeployment, or b) Recycling, or c) in case of DLM Select only, Replacement,
- 3.1.2 You shall select either the DLM Essential option only, or also add DLM Select (for which additional Subscription Charges apply), as set out in the Initial Order or Contract Change Note.

3.2 DLM Quantity

The initial DLM Quantity is set out in the Initial Order or Contract Change Note and may be increased during the term of the Solution, but may not be subsequently reduced. If additional Connected mobile phone devices are ordered by you during the term of the Contract, the DLM Quantity and the Subscription Charges will be automatically increased to include such additional devices as Eligible Devices.

3.3 Solution Requirements

You must register on the ASH Platform and agree to any terms of use of the ASH Platform specified by ASECCA from time to time in order to be able to receive the Solution. If your access to the ASH Platform is terminated for any reason, this Solution shall also terminate and if the access is terminated by or for your default during the Solution Minimum Connection Period, Termination Charges will be payable.

3.4 Warranty

This Solution does not affect any manufacturer's warranty on Eligible Devices.

3.5 Risk

Risk in Eligible Devices shall pass to ASECCA upon Retrieval and shall revert to you upon Redeployment.

3.6 Allowances

- 3.6.1 You can make:
 - (a) a volume of Retrievals equivalent to 100% of the DLM Quantity per Year; and
 - (b) a volume of Redeployments equivalent to 20% of the DLM Quantity per Year.
- 3.6.2 If you exceed the Redeployment and/or Redeployment allowance before the end of the relevant Year, Additional Charges will apply for each Retrieval and/or Redeployment as set out in the Price Guide.

3.7 Recycling Devices

If an Eligible Device is marked by you on the ASH Platform as to be Recycled, ASECCA will purchase the device from you at the applicable spot market price for such device (or its closest equivalent device if such device is unavailable) at priceindex.asecca.co.uk/gh5f43sf on the date of purchase. Title in the device will pass to ASECCA upon payment to you.

3.8 DLM Select



- (a) If you purchase the DLM Select option, it cannot subsequently be removed unless you exercise your right to terminate the entire Solution in accordance with the terms of the Contract.
- (b) Adding DLM Select to the Solution in-life will not affect the term of the Solution Minimum Connection Period, which will continue.

3.9 DLM Select – Device Pool

- 3.9.1 You may substitute from the Device Pool to replace an Eligible Device at any time and for any reason (each draw constituting a single Replacement), subject always to:
 - 3.9.1.1 the availability of the equivalent device remaining in the Device Pool,
 - 3.9.1.2 the return of your original Eligible Device that is to be replaced to ASECCA; and
 - 3.9.1.3 the Threshold.
- 3.9.2 Risk and title in any Replacement device sent to you from the Device Pool will pass from ASECCA to you upon delivery, without lien or other encumbrance. Risk and title in your original device shall pass to ASECCA upon delivery, without lien or other encumbrance. DLM Select will apply to the Replacement device for the term of the Solution and it will be deemed to be an Eligible Device.

3.10 DLM Select – Threshold

You may only make Replacements from the Device Pool up to the Threshold. The relevant Threshold percentage will be applied using the number of Eligible Devices in your base as at the date of the relevant request for Replacement. The Threshold may be increased during the term of the Solution by changing the DLM Select option via a Contract Change Note, but cannot be reduced.

4 Charges

4.1 Subscription Charges

- 4.1.1 The Subscription Charges are payable monthly in advance for each Eligible Device for the DLM Quantity.

5 Customer Obligations

5.1 You shall (and shall procure that your Users shall):

- 5.1.1 when posting Eligible Devices for Retrieval, post the Eligible Devices using the packaging provided by ASECCA and obtain proof of posting from the Post Office;
- 5.1.2 remove any SIM from the Eligible Device before sending it to ASECCA and ensure that the Eligible Device is not locked to any User (including via any password or other protection). Any SIMs remaining in the Eligible Device will be destroyed and any eSIMs will be wiped. Neither BT nor ASECCA shall be responsible for any claims, losses or damages with respect to the damage of any SIM/eSIM or its information if you or your User fails to remove the SIM/eSIM;
- 5.1.3 ensure that the Eligible Device is not locked to any User (including via any password or other protection) and that any 'Find My Device' features are removed; and
- 5.1.4 appoint a Customer Representative in relation to the Solution and shall notify such Customer Representative to BT in writing on or before the Service Commencement Date. Changes shall be promptly notified to BT in writing.

BT shall have no obligation or liability to provide the Solution if you do not comply with this paragraph 5.1.

5.2 Title and indemnity

You warrant that you have full title to the Eligible Devices prior to delivery to ASECCA and you shall indemnify and hold BT and ASECCA harmless from all claims, costs, proceeding, losses and expenses (including without limitation legal and other professional expenses) arising out of any action brought by a third party against BT or ASECCA as a result of a breach of this warranty.

5.3 Unusable devices

If an Eligible Device is:

- a) not able to be wiped by ASECCA; or,
- b) is deemed by ASECCA to be unusable within the Customer's estate and not to qualify for Redeployment or Replacement,

then you shall, at your sole discretion, authorise ASECCA to recycle such device and paragraph 3.7 (Recycling Devices) will apply.

6 Term and Termination

6.1 Term



- 6.1.1 The Solution Minimum Connection Period applies to this Solution, as set out in the Commercial Terms or applicable Contract Change Note, and will commence upon activation of your account.
- 6.1.2 Following the expiry of the Solution Minimum Connection Period, BT will continue to provide the Solution and you shall continue to pay the Charges until it is terminated by either party by giving at least 30 days' written notice to the other or otherwise in accordance with the Contract.

6.2 Termination

You may terminate the Solution by giving at least 30 days' notice to BT. Termination Charges will apply if you terminate the Solution during the Solution Minimum Connection Period.

6.3 Consequences of Termination

- 6.3.1 Upon any termination of the Solution, if any Eligible Devices are being held by ASECCA for Redeployment, you may at your option (i) require that the devices are returned to you, or (ii) agree for ASECCA to purchase the devices from you.
- 6.3.2 If you have purchased DLM Select and the Solution terminates for any reason prior to the you reaching the Threshold for Replacements, your interest in and access to the Device Pool shall immediately cease, and the devices in the Device Pool shall remain ASECCA's sole and unconditional property.

6.4 Termination Charges

You shall pay BT the following Termination Charges in accordance with the Contract upon early termination of this Solution:

(Subscription Charges x 0.9) x number of Eligible Devices as at the date of termination x number of months remaining in the Solution Minimum Connection Period.

7 Technical Support

7.1 Eligibility for Support

This clause only applies where you are eligible for Standard Support. If you meet the eligibility criteria set out in the Standard Support Solution Terms, Standard Support applies to this Solution in addition to or as amended by the terms set out below and in the Solution Description.

7.2 Contact details

Contact details for the your First Line Support (as described in the Standard Support Solution Description) shall be set out in the Statement of Requirements and changes shall be promptly notified to BT. Contact details for BT's support teams are DLM@ee.co.uk.

8 Data Protection

8.1 Data Protection

You acknowledge and agree that you are Data Controller of any Personal Data processed by the Solution and that BT and/or its third-party supplier(s) are authorised (and have sufficient User consent) to enable them to process such Personal Data in order to meet its obligation hereunder. BT will share Customer Personal Data with ASECCA in order to set up and manage the Solution. Further details of the Processing can be found in the Device Lifecycle Management Data Processing Annex.

8.2 Third Party Suppliers

- 8.2.1 In providing the Solution, BT and/ or its third party supplier may have access to your and/or your Users' Personal Data for which you are the Data Controller and BT will ensure that it and its third party supplier shall:
 - 8.2.1.1 observe the confidential nature of such information on terms that are no less onerous than those that apply to BT under the Contract or Solution;
 - 8.2.1.2 process such Personal Data only for the purposes of providing the Solution to you; and
 - 8.2.1.3 apply appropriate technical and organisational measures to safeguard against any unauthorised access, loss, destruction of or damage to such Personal Data.

8.3 Privacy Laws

You warrant that you will at all times comply with all Data Protection Legislation.

9 Solution Restrictions and Liability

9.1 Restrictions

- (a) Retrievals, Redeployments and delivery of Replacements are only available from and to UK addresses.



- (b) Any insurance propositions sold by or provided on behalf of BT or its Affiliates do not apply to this Solution and are not available alongside this Solution.

9.2 **Replacement devices**

You acknowledge that any Replacement provided will be a refurbished device and is provided as is. No warranties are given in relation to quality or fitness for purposes of any Replacement. BT will endeavour for Replacements to have the same or substantially similar features (e.g. a different model with the same features or the same model in a different colour) as a typical device in your estate.

9.3 **WEEE Regulations**

You are responsible under the Waste Electrical and Electronic Equipment Regulations 2013 ("WEEE Regulations") for the costs of collection, treatment, recovery, recycling and environmentally sound disposal of any Equipment that has become waste electrical and electronic equipment to the extent permitted by the WEEE Regulations. You are responsible for any information recording or reporting obligations imposed by the WEEE Regulations and will provide promptly to BT or ASECCA any information required by them to fulfil their obligations under the WEEE Regulations.



Part B – Defined Terms

10 Defined Terms

In addition to the defined terms in the General Terms, EE Mobile Schedule, Orders and EE Price Guide, capitalised terms in these Device Lifecycle Management 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 Device Lifecycle Management Solution Terms):

“**ASECCA**” means ASECCA Limited, a company incorporated in England & Wales (registered no. 08140380), having its registered office at The Green House, 43 Northgate, White Lund Ind Est, Lancaster, LA3 3PA.

“**ASH Platform**” means the Software made available to you by ASECCA and which will hold relevant data pertaining to the Solution.

“**DLM Essential**” means the service under which BT helps customers by collecting their devices and either making them fit for repurpose within the organisation, or recycling their devices.

“**Device Pool**” means the pool of mobile phone devices up to the Threshold held for you to substitute Eligible Devices as part of DLM Select.

“**DLM Quantity**” means the number of Eligible Devices covered by the Solution.

“**DLM Select**” means an additional option to DLM Essential under which BT provides a refurbished mobile phone device to you, in replacement for its existing device, as more specifically set out in the Solution Description.

“**Eligible Device(s)**” means a mobile phone device which (a) is owned by the Customer or purchased under this Contract, and (b) is Connected to Service Plans under the Contract.

“**Redeployment**” means a single instance of an Eligible Device being repackaged and prepared for dispatch in your workforce.

“**Retrieval**” means a single instance of an Eligible Device being provided to ASECCA through post, courier or dedicated collection by ASECCA. ‘Retrieve’ shall be interpreted accordingly.

“**Replacement**” means a single instance of an Eligible Device being replaced from the Device Pool as part of DLM Select.

“**Solution Minimum Connection Period**” means the minimum period you commits to receive the Solution as set out in the Order or applicable Contract Change Note.

“**Standard Support**” means the Standard Support Service for Large Business Customers the terms and conditions for which are set out in the EE Price Guide available on request from BT or at www.ee.co.uk/business/terms.

“**Threshold**” means the maximum quantity of Replacements you may make from the Device Pool throughout the term of the Solution, depending on the DLM Select option chosen in the Order or Contract Change Note, and as more specifically described in the Solution Description.

“**User**” means the person to whom the Solution is made available and anyone who is authorised by you to use the Solution.

“**Year**” means each consecutive 12-month period from the commencement of the Solution.