



Connected Vehicle 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 Connected Vehicle Solution	2
3 Charges	2
4 Your Obligations.....	Error! Bookmark not defined.
5 The End of this Solution	Error! Bookmark not defined.
6 Technical Support.....	4
7 Other Terms	4
Part B – Defined Terms.....	6
8 Defined Terms.....	6



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

The Solution requires a Statement of Requirements ("SOR").

2 The Connected Vehicle Solution

2.1 Service/Equipment

BT will:

- 2.1.1 install, maintain and support the Connected Vehicle Equipment;
- 2.1.2 provide you with access to a helpdesk 24x7x365;
- 2.1.3 hold and deploy additional Connected Vehicle Equipment;
- 2.1.4 remotely monitor the Connected Vehicle Equipment and diagnose on any performance issues; and
- 2.1.5 provide you, upon request, with read-only access to the Customer Portal, if applicable.

2.2 Risk and Title

All risks in the Connected Vehicle Equipment pass to you on delivery. BT or the appropriate third party retains title and property in Connected Vehicle Equipment. BT (or the appropriate third party) grants you a licence to use any Connected Vehicle Equipment only for accessing the Mobile Network during the term of the Contract.

2.3 Warranty

- 2.3.1 If the Connected Vehicle Equipment is found to be faulty during normal use during the manufacturer's warranty period, BT will either repair or replace the Connected Vehicle Equipment at no additional charge in accordance with the manufacturer's warranty.
- 2.3.2 This warranty is subject to Paragraph 6.8 of these Solution Terms, BT's inspection of the Connected Vehicle Equipment and is only valid if:
 - (a) the Connected Vehicle Equipment has been used in accordance with the instructions provided by BT, EE and/or the manufacturer; and
 - (b) has not been modified, previously repaired (except by a repairer approved by BT) or misused.
- 2.3.3 Outside of the manufacturer's warranty, subject to such use and modification restrictions and to Paragraph 6.8 of these Solution Terms, BT will replace the Connected Vehicle Equipment at no additional charge.

2.4 Customer Portal Terms

- 2.4.1 By selecting access to the Customer Portal, you acknowledge and accept to be bound by the Customer Portal Terms.
- 2.4.2 If you do not comply with the Customer Portal Terms, BT may restrict or suspend access to the Customer Portal upon reasonable notice and you will continue to pay the Charges for the Customer Portal (where applicable) until the end of the Minimum Term.
- 2.4.3 You acknowledge and agree that the rights, obligations, acknowledgements, undertakings, warranties and indemnities in the Customer Portal Terms are between you and the Customer Portal Supplier.

3 Your Obligations

3.1 You will (and where applicable, procure that its Users will):

- 3.1.1 provide complete and accurate information in the SOR;
- 3.1.2 provide adequate and safe access to their Site and/or Customer Vehicle for the BT engineer to commence installation of the Solution;
- 3.1.3 complete any configuration requirements on their systems before the BT engineer arrives at Site or Customer Vehicle to complete the installation;



- 3.1.4 as part of the Equipment Plan under the SOR, confirm any details or requirements for installing the Router/s and Antenna/s and where the Router/s/Antenna/s need to be physically installed onto existing infrastructure, you shall confirm acceptance of this in the SOR;
- 3.1.5 only use the Connected Vehicle Solution, 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;
- 3.1.6 where required, facilitate any Site (or Customer Vehicle) surveys and visits that might be required by BT or BT sub-contractor in advance of the Solution installation;
- 3.1.7 allow BT to install, operate, maintain, repair, renew, upgrade, add, alter, remove and replace the Connected Vehicle Equipment on the Customer Vehicle;
- 3.1.8 at your own expense, provide a power supply to each item of the Connected Vehicle Equipment needing power, in accordance with specifications prescribed by BT from time to time;
- 3.1.9 not interfere with or move the Connected Vehicle Equipment;
- 3.1.10 take all reasonable steps to protect the Connected Vehicle Equipment (including obtaining appropriate insurance) from loss, theft or damage;
- 3.1.11 not sell, charge, assign, transfer or dispose of or part with possession of the Connected Vehicle Solution or any part of it;
- 3.1.12 not allow any encumbrance or security interest over the BT equipment, nor pledge the credit of BT for the repair of the Connected Vehicle Solution;
- 3.1.13 not claim to be owner of the Connected Vehicle Solution and ensure that the owner of the Site(s) and Customer Vehicle(s) will not claim ownership of the Connected Vehicle Solution, even where the Connected Vehicle Solution is fixed to the Sites(s) and/or Customer Vehicle(s);
- 3.1.14 keep the Connected Vehicle Solution safe and without risk to health;
- 3.1.15 not make any alterations or attachments to, or otherwise interfere with, the Connected Vehicle 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 Connected Vehicle Solution;
- 3.1.16 ensure that a Customer Contact is at the Customer Vehicle during any installation or Decommissioning to provide sign-off; and
- 3.1.17 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 Connected Vehicle Solution or where the Connected Vehicle Solution is damaged, stolen, or lost, except where loss or damage to Connected Vehicle Solution is a result of fair wear and tear or caused by BT.

4 The End of this Solution

- 4.1 A Minimum Term applies to this Solution as set out in the Order or applicable Contract Change Note. The Minimum Term is per Connection in a Customer Vehicle and will start upon completion of installation in that Customer Vehicle.
- 4.2 Subject to Paragraph 4.3, you can terminate this Solution by giving BT 30 days' written notice.
- 4.3 If you terminate this Solution, in whole or in part, before the end of the Minimum Term, in addition to any other Charges due to BT under the Contract, you will pay BT Termination Charges, which will be calculated as follows: (Subscription Charges multiplied by number of months remaining in the Minimum Term for the Solution, for each Connection terminated).
- 4.4 Subscription Charges referred to above shall include all Subscription Charges for the Connected Vehicle Equipment and Connected Vehicle Data Service Plan for the Solution, for each Connection terminated.
- 4.5 On termination of this Solution, BT may require you to return all Connected Vehicle Equipment that you do not have title in, to BT at your own expense.
- 4.6 Any Connected Vehicle Equipment that is not returned, or if in BT's reasonable opinion is not returned in good working order, BT reserves the right to charge you List Price for any such Connected Vehicle Equipment.
- 4.7 If you no longer require Connected Vehicle Equipment at a Customer Vehicle, then you must give BT a minimum of ten (10) working days' notice for Decommissioning any Connected Vehicle Equipment.
- 4.8 If you no longer require the Solution at any of your Customer Vehicles, you shall notify BT in accordance with clause 4.2 of these Solution Terms.
- 4.9 In the event that under these Solution Terms BT is required to recover Connected Vehicle Equipment from your Site and is unable to do so due to a reason outside of BT's reasonable control then (without prejudice to any other rights or remedies BT has against you) you shall indemnify BT in full for any loss BT incurs as a result.



5 Technical Support

- 5.1 Support for the Connected Vehicle Solution is set out in the Connected Vehicle Solution Description.
- 5.2 BT will use reasonable endeavours to rectify faults within the Target Response Time.
- 5.3 BT will suspend the Target Response Times while BT waits for your response or action, or that of your supplier. BT will inform you of any changes to the Target Response Times.
- 5.4 The Target Response Times ends when BT reports that this Solution is fully restored.
- 5.5 Your contact details shall be set out in the SOR and any changes your details shall be promptly notified to BT in writing. Contact details for BT are set out in the Connected Vehicle Solution Description.

6 Charges

- 6.1 There will be a one-off charge per Customer Vehicle based on your requirements. Customer Vehicle Installation Charges will be invoiced for on completion of each Customer Vehicle set-up.
- 6.2 All Subscription Charges for this Solution, including for the Connected Vehicle Data Service Plans, will be invoiced monthly in advance and shall commence for all Connections on the Order on the earlier of (a) the Service Start Date or (b) 90 days from the date of BT's acceptance of the Order.
- 6.3 All Charges for this Solution will not contribute towards your Minimum Spend obligation (if any) unless otherwise stated in the Contract.
- 6.4 With the exception of unlimited Connected Vehicle Data Service Plans, a data spend limit for data Usage Charges can be applied to your Connected Vehicle Data Service Plan for each Connection by selecting a Bill Protector spend limit as set out in the EE Price Guide.
- 6.5 Once the Connected Vehicle Data Service Plan's data allowance is used up, an out of bundle rate per MB, as set out in the EE Price Guide, will apply to each Connection for any additional data usage, up to the Bill Protector spend limit (where selected), for your Connected Vehicle Data Service Plan.
- 6.6 Email alerts are sent to the Account Administrator's email address at 80% and 100% of the Bill Protector spend limit (set out in the EE Price Guide).
- 6.7 Connected Vehicle Data Service Plans will not be included in any Spend Caps requested by you.
- 6.8 Additional charges may apply as set out in the Solution Description; these charges will be added to the monthly invoice. In addition, you may be charged additional service fees in respect of any corrective or repair work where the fault is not within BT's reasonable control, including but not limited to:
 - 6.8.1 any maintenance, alteration, modification or adjustment has been performed by persons other than BT unless approved in advance by BT;
 - 6.8.2 equipment has been moved (unless approved in advance by BT);
 - 6.8.3 there has been failure, interruption or surge in the electrical power to the BT equipment;
 - 6.8.4 the fault arises from cabling or wiring problems on a Customer Vehicle;
 - 6.8.5 the BT equipment has been neglected or misused or damaged through a vehicle incident;
 - 6.8.6 you cancel an installation with less than 48 hours' notice; or
 - 6.8.7 your installation site is in a remote area including but not limited to; the highlands and islands of Scotland, the Isle of Wight, and Northern Ireland.

7 Other Terms

- 7.1 As with any automated service, this Solution may malfunction due to factors beyond the reasonable control of BT, its Affiliates or its third party suppliers (including due to a fault, delay or disruption in the telecommunications equipment or network availability, miss-use or malfunction of equipment or services). Neither BT nor its Affiliates will be liable to you in these circumstances.
- 7.2 Roaming is not available with this Solution.
- 7.3 The Solution can only be used within the United Kingdom.

8 Confidentiality and Data Protection

- 8.1 You acknowledge and agree that you are a Data Controller of any Personal Data processed by the Solution and that BT and/or its sub-contractor are authorised (and have sufficient User consent) to enable them to process such Personal Data in order to meet their obligations hereunder.
- 8.2 You acknowledge and accept that BT's sub-contractors may contact the Customer Contact directly where necessary for the provision of the Solution for operational or emergency reasons and to provide support.



- 8.3 The Connected Vehicle Solution GDPR Processing Annex at <https://business.bt.com/terms-and-conditions/gdpr/> applies to the provision of this Solution.
- 8.4 You acknowledge and agree that when your Users access the Customer Portal, each User will accept the Customer Portal Terms which set out how the Customer Portal Supplier will process any Personal Data the User provides to the Customer Portal Supplier in order to access and use the Customer Portal.



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):

“Account Administrator” means any individual(s) authorised by you who will be responsible for administering the Connected Vehicle Solution and receiving Bill Protector email notifications.

“Antenna” means either:

- 1) Externally mounted high gain antenna for Mobile Network signal;
- 2) Internally mounted high gain antenna for Mobile Network signal; or
- 3) Internal antenna for Wi-Fi broadcast.

“Bill Protector” means a single Connection data spend limit for any data Usage Charges as set out in the Bill Protector section of the EE Price Guide.

“Connected Vehicle Data Service Plan” means the data service plans specific to the Connected Vehicle Solution as detailed in the EE Price Guide.

“Connected Vehicle Equipment” means a business grade Router, Antenna and cabling and any other ancillary equipment as deemed necessary by BT or as specified in the SOR.

“Customer Portal” means the portal that provides Router information in relation to the Solution such as local network conditions, Router health, data usage.

“Customer Portal Supplier” means Ericsson Enterprise Wireless Solutions UK Ltd, company number 9090308 with registered office at Menzies LLP 2nd Floor Magna House, 18-32 London Road, Staines-Upon-Thames, United Kingdom, TW18 4BP.

“Customer Portal Terms” means the (1) terms and conditions and (2) privacy policy in the form set out at <https://cradlepoint.com/legal/> as may be amended or supplemented from time to time by the Customer Portal Supplier.

“Customer Vehicle” means the vehicle registered to you, details of which will be captured in the SOR or the Connected Business Order Form.

“Decommissioning” means the process of removing the Connected Vehicle Equipment from the Customer Vehicle(s), factory resetting and removal of any SIMs.

“Equipment Plan” means the equipment plan, agreed between you and BT, details of which are captured in the SOR.

“Router” Means either:

- 1) the business grade router; or
- 2) the business grade branch adapter provided by BT.

“Site” means any place (including a Customer Vehicle) identified in the Contract from or to which BT provides the Solution to you.

“Site Visit” means any occasion BT visit Site or Customer Vehicle, including but not limited to carrying out:

- 1) Installation of Connected Vehicle Equipment;
- 2) Repair of a fault; or
- 3) Decommissioning of Connected Vehicle Equipment.

“Target Response Time” means the response times set out in Paragraph 5.3 of the Connected Vehicle Solution Description.