



# Data VPN 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 Data VPN Solution .....	2
3 Charges .....	2
4 Your Obligations.....	2
5 The End of this Solution.....	3
6 Technical Support .....	3
7 Other Terms .....	3
Part B – Defined Terms.....	5
8 Defined Terms .....	5



## 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 Solution Description, BT grants you a licence to use the Self Service Portal as set out in the Statement of Requirements and the Solution Description.
- 2.4 The Service Management Boundary is dependent on the Solution design as outlined in the Statement of Requirements:
  - 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 You will use a SIM card with a data Service Plan from BT in order for BT to provide the Solution to you.

### 3 Charges

- 3.1 Charges for the Solution will be set out in the Contract or Contract Change Note based on the Solution Configuration Options and Service Options that you selected. Further details of the Solution Configuration Options and Service Options will be set out in the Statement of Requirements.
- 3.2 Customer may choose to pay the Charges for EE Data VPN Solution Subscription:
  - 3.2.1 upfront for the Minimum Term before commencement of the Solution 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
  - 3.2.2 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 date, 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 an 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 allowed 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. You will 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;
  - 4.1.10 ensure that the SCS includes the functionality required for the CPE to be interoperable with the Data VPN Solution as set out in the Solution Description; and
  - 4.1.11 assist BT in the completion of a SCS for this Solution. This SCS does not form part of your Contract with BT.
- 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 A Minimum Term for Data VPN is 24 months or as agreed in the Contract or the Contract Change Note.
- 5.2 On termination or expiry of the Contract or the Solution:
  - 5.2.1 BT will disconnect the Leased Line, Data VPN Equipment and any Solution Enhancements;
  - 5.2.2 you will immediately stop accessing the Data VPN Solution from your Devices; and
  - 5.2.3 where applicable, you will pay the Termination Charges specified in these Solution Terms.
- 5.3 Upon expiry or termination of the Contract, the EE Mobile Service or this Solution for any reason, BT may require you to return all 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 the List Price for any Data VPN Equipment and Devices that are not returned, or in BT's reasonable opinion, are not returned in good working order.
- 5.4 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 BT/EE the following Termination Charges :
  - 5.4.1 Data VPN Equipment removal Charge; and
  - 5.4.2 Subscription Charges for the number of months remaining in the Minimum Term for the Solution.

### 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 with Enhanced Resilience and provisioned with BT 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 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.
- 7.2 In accordance with United Kingdom and European Union regulations, BT normally issues warning notices to the end User's device when the amount of data consumed whilst roaming is approaching or has reached €50 in



any given month ("**Warning Messages**"). When a mobile device is operated through a Data VPN, neither you nor your end 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 €50 data roaming spend limit in your Contract with BT for you and all your end Users for the Data VPN Solution.



## 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):

“**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 Network, which BT may agree to install or otherwise provide for installation by you at any premises that you own, occupy or control. Installed Equipment excludes Additional Network Equipment.

“**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.

“**Device**” means any mobile or wireless device, handset, USB drive, data card, memory card or other equipment incorporating a SIM Card, or tablet (which may or may not incorporate a SIM Card) provided by BT for use in connection with the EE Mobile Service.

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

“**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.

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

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

“**Service Management Boundary**” means a physical point at your premises where responsibility and liability for support and maintenance of the Service passes from BT to you.

“**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.

“**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.

“**Solution Configuration**” means the Data VPN Solution option described in the Solution Description that you chose, 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 Solution Description.

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