



NetMotion 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 Introduction

- 1.1 The NetMotion Solution (referred to in these Solution Terms as "NetMotion" or the "Solution") is provided in accordance with your Contract with BT.

2 NetMotion Solution

- 2.1 For this Solution, you will be provided with the following:

- (a) the Client Software;
- (b) a Management Portal; and
- (c) access to a Technical Help Desk and Professional Services.

2.2 End User Software Licence:

- (a) BT will only provide the Solution if you have entered into an End User License Agreement with the Supplier in the form set out as follows:
 - (i) For the NetMotion Cloud Core Licensing Option, NetMotion Cloud Core Plus Licensing Option, NetMotion Cloud Complete Licensing Option: Terms-of-Service-NetMotion-SAAS-v4-16Feb2022.pdf (netmotionsoftware.com) For the NetMotion Cloud MIQ Licensing Option: 12.5xEULA-16Feb2022.pdf (netmotionsoftware.com)
 - (ii) For the NetMotion Core On-premise Licensing Option, NetMotion Core Plus On-premise Licensing Option, or the NetMotion Complete On-premise Licensing Option: FINAL.NetMotion-EULA-V12-06-April21-1.pdf (netmotionsoftware.com)

as may be amended or supplemented from time to time by the Supplier (each an "End User Licence Agreement" or "EULA").

- (b) You will observe and comply with the EULA for all and any use of the Client Software.
- (c) If you do not comply with the EULA, BT may restrict or suspend the Solution upon reasonable notice, and you will continue to pay the Charges for the Solution until the end of the Solution Minimum Term.
- (d) You will enter into the EULA for your own benefit and the rights, obligations, acknowledgements, undertakings, warranties and indemnities granted in accordance with the EULA are between you and the Supplier and you will deal with the Supplier with respect to any loss or damage suffered and any such loss or damage will not be enforceable against BT.
- (e) Where the EULA is presented in a 'click to accept' function and you require BT to configure or install Client Software on your behalf, BT will do so as your agent and bind you to the EULA.

2.3 Solution Requirements:

- 2.3.1 For BT to provide the Solution, you will have in place throughout the duration of the Solution:

- (a) an internet connection for access to the Management Portal; and
- (b) a mobile data connection and valid contract with a Network Operator for the provision of mobile phone and data services.

2.3.2 If BT provides you with any Services other than this Solution, these Solution Terms will not apply to those Services and those Services will be governed by their own separate terms.

2.4 Device Compatibility:

The Solution is only suitable for use with compatible Devices. A list of all Devices compatible with the Solution can be obtained from BT on request.

2.5 Minimum License Requirements:

- 2.5.1 Throughout the Solution's Minimum Term and any further term, the minimum license requirements will be as follows:

- (a) for the NetMotion Complete On-premise Licensing Option, NetMotion Core On-premise Licensing Option, or NetMotion Core Plus On-premise Licensing Option:
 - i. 25 licenses in any initial Order Form, and



- ii. 10 licenses for any additional licenses procured thereafter through a Contract Change Note throughout the duration of the Solution.
 - (b) for the NetMotion Cloud Core Licensing Option, NetMotion Cloud Core Plus Licensing Option, NetMotion Cloud Complete Licensing Option, or NetMotion Cloud MIQ Licensing Option,
 - i. 100 licenses in any initial Order Form, and
 - ii. 10 licenses for any additional licenses procured thereafter through a Contract Change Note throughout the duration of the Solution.

2.5.2 If the minimum license requirements are not met the Order will not be accepted.

3 Your Obligations

3.2 You will (and where relevant will procure that your Users will):

- (a) appoint a Customer Contact in relation to the Solution and will notify such Customer Contact to BT in writing on or before the Service Start Date. Changes to the Customer Contact will be promptly notified to BT in writing.
- (b) complete any preparation activities that BT may request to enable you to receive the Solution promptly and in accordance with any reasonable timescales;
- (c) be responsible for the configuration and relevant technical infrastructure required to direct traffic through the Solution;
- (d) distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the Solution;
- (e) comply and ensure that your Users comply with all Applicable Laws, terms of use or other policies and codes applicable to use of the internet or the service provided by any Network Operator;
- (f) ensure the security and proper use of all valid User access profiles, passwords and other systems administration information used in connection with the Solution and:
 - i. immediately terminate access for any person who is no longer a User;
 - ii. 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;
 - iii. take all reasonable steps to prevent unauthorised access to the Solution;
 - iv. satisfy BT's security checks if a password is lost or forgotten; and
 - v. change any or all passwords or other systems administration information used in connection with the Solution if BT requests you to do so in order to ensure the security or integrity of the Solution.
- (g) You will have sole responsibility for ensuring the correct installation of Client Software on the Devices. You will be liable for Charges for the Solution regardless of whether the Client Software has been correctly installed or not. Removal of Client Software from Devices is your sole responsibility.

4 Charges

4.2 In addition to any Charges detailed in the Contract, BT will invoice you for the:

- (a) Subscription Charges for the Licensing Options on a per User per month basis; and
- (b) Professional Services Charges, as applicable, on a one-off basis.

5 The End of the Solution

- 5.1 **Solution Minimum Term:** The Solution Minimum Term applies to this Solution.
- 5.2 **Term:** BT will provide you with this Solution from the Service Start Date until the earlier of the expiry of the Solution Minimum Term if you do not renew the relevant Licensing Options, or until you or BT terminates this Solution in accordance with the terms of the Contract.
- 5.3 **Termination of End User Licence Agreement:** If the End User Licence Agreement is terminated (or, if there is more than one End User Licence Agreement, if all the End User Licence Agreements terminate), this Solution will also terminate.
- 5.4 **Termination Charges:** If you terminate the Solution within the Solution Minimum Term, you will pay BT the following Termination Charges in accordance with the Contract upon early termination of this Solution: the total Subscription Charges for each Licensing Option x number of months remaining in the Solution Minimum Term for the Solution.



6 Technical Support

- 6.1 The Solution will provide you with access to a Technical Help Desk which will trouble-shoot and assist with issues with the Solution.
- 6.2 The Technical Help Desk is available 24 hours a day during a Business Day.
- 6.3 Only the Customer Contact is permitted to contact the Technical Help Desk.

7 Data Protection

- 7.1 BT will need to share with the Supplier the contact details of your administrator for the purposes of the Supplier setting up your account. Please see the Supplier's privacy policy for further information on their data practices.

8 General Terms

- 8.1 **Restrictions:** Insurance propositions sold by or provided on behalf of EE, as described at www.ee.co.uk/business/terms, do not apply to this Solution.
- 8.2 **Emergency Calls:** Emergency services cannot be accessed using the Solution and BT accepts no responsibility whatsoever for the handling of emergency calls.
- 8.3 **Licence:** BT grants you a limited, revocable, non-exclusive, non-sub licensable licence to use the Solution for your own internal business purposes and in accordance with these Solution Terms.
- 8.4 **Liability:** As with any automated service, the Solution may malfunction due to factors beyond the reasonable control of BT or its third party suppliers (including without limitation due to a fault, delay or disruption in the telecommunications equipment or network availability, mis-use or malfunction of equipment or services) and BT will have no liability to you in these circumstances.
- 8.5 **Access to Third Party Services:**
 - 8.5.1 By using the Solution, you and your Users may access content, products and services provided by third parties. BT does not control these third parties or their links, and BT is not responsible for the content or practices of any third party.
 - 8.5.2 You will refer to the policies posted by third parties on their websites regarding privacy and other topics before you or your Users use them. If you choose to purchase any products or services from a third party, your relationship is directly with the third party. You agree that BT is not responsible or liable for any loss or damage whatsoever which you or any User may incur from dealing with any third party.



Part B – Defined Terms

9 Definitions

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 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):

“Client Software” means the End User Licensed Software as indicated in the Customer Order Form or Contract Change Note and provided by BT under this Solution which is installed by or on your behalf on the Devices.

“Device” means any mobile or wireless device, handset, USB drive, data card, memory card or other equipment incorporating a SIM, or tablet (which may or may not incorporate a SIM).

“Licensing Option” means the NetMotion Cloud Core Licensing Option, NetMotion Cloud Core Plus Licensing Option, NetMotion Cloud Complete Licensing Option, NetMotion Cloud MIQ Licensing Option, NetMotion Core On-premise Licensing Option, NetMotion Core Plus On-premise Licensing Option, or the NetMotion Complete On-premise Licensing Option.

“NetMotion Cloud Core Complete Licensing Option” means the cloud deployed Licensing Option that provides full access to the NetMotion platform and all of its features.

“NetMotion Cloud Core Licensing Option” means the cloud deployed Licensing Option which provides mobile VPN, technologies to enhance network performance and connectivity, encryption and authentication.

“NetMotion Cloud Core Plus Licensing Option” means the cloud deployed Licensing Option providing the functionality of the NetMotion Cloud Core Licensing Option plus a policy engine with prioritization tools to improve the user experience.

“NetMotion Cloud MIQ Licensing Option” means the Licensing Option providing a cloud-based policy engine for on-premise NetMotion deployments.

“NetMotion Cloud Core Complete On-premise Licensing Option” means the on-premise deployed Licensing Option which provides full access to the NetMotion platform and all of its features.

“NetMotion Core On-premise Licensing Option” means the on-premise deployed Licensing Option which provides mobile VPN, technologies to enhance network performance and connectivity, encryption and authentication.

“NetMotion Core Plus On-premise Licensing Option” means the on-premise deployed Licensing Option providing the functionality of the NetMotion Cloud Core Licensing Option plus a policy engine with prioritization tools to improve the user experience.

“Management Portal” means the NetMotion web-based configuration and management utility that an administrator can use to configure settings, create and apply client policies, monitor server status and client connections, monitor activity or event logs, and troubleshoot problems.

“Network Operator” means any mobile communications system network operator which provides wireless or mobile voice and data services to you and your Users.

“Professional Services” means the services for any additional management, set-up or configuration of the Solution as set out in the Customer Order Form or Contract Change Note as appropriate.

“Solution Minimum Term” The Solution Minimum Term is a period of 12 months from the Service Start Date.

“Supplier” means Netmotion Wireless (UK) Limited (registered no. 08799018) with its registered office at Highlands House Basingstoke Road, Spencers Wood Reading, RG7 INT.

“Technical Help Desk” means the Supplier helpdesk to which you can report incidents and ask questions about the Solution.