



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 2
- 5 The End of this Solution 3
- 6 Technical Support..... 3
- 7 Other Terms 3
- Part B – Defined Terms 3
- 8 Defined Terms..... 3

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.

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 report on any performance issues; and
- 2.1.5 provide you with access to an online portal.

2.2 Title

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 Where the Connected Vehicle Equipment is found to be faulty during normal use BT will either repair or replace the Connected Vehicle Equipment free of charge in accordance with the manufacturer's warranty.
- 2.3.2 BT will inspect the Connected Vehicle Equipment and the warranty in this Paragraph 2.3 is only valid if:
 - (a) the Connected Vehicle Equipment has been used in accordance with the instructions provided by BT and the manufacturer; and
 - (b) has not been modified, previously repaired (except by a repairer approved by BT) or misused.
- 2.3.3 If the faulty equipment is out of the manufacturer's warranty but this Solution is still within its Minimum Term, BT will replace the Connected Vehicle Equipment but may charge for this service.

3 CHARGES

3.1 EE will invoice you for:

- 3.1.1 a one off Installation Charge per Customer Vehicle based on the your requirements, on completion of each Customer Vehicle set-up; and
- 3.1.2 Subscription Charges, from the point the router is activated on each Customer Vehicle.

3.2 The Installation Charge and Subscription Charges for this Solution will not contribute towards the Customer's Minimum Spend obligation unless stated otherwise in the Customer's Agreement.

3.3 EE may invoice you for additional Charges as set out in the Connected Vehicle Solution Description, these charges will be added to the monthly invoice.

4 YOUR OBLIGATIONS

4.1 You will:

- 4.1.1 allow BT Personnel access to the Customer Vehicle to set up, operate and manage the Connected Vehicle Equipment on the Customer Vehicle;

- 4.1.2 at your expense, provide electricity to each item of the Connected Vehicle Equipment needing electricity, in accordance with the specifications provided by BT from time to time;
- 4.1.3 not interfere with or move the Connected Vehicle Equipment;
- 4.1.4 take all reasonable steps to protect the Connected Vehicle Equipment from loss, theft or damage; and
- 4.1.5 ensure that a Customer Contact is present during any installation or decommission to provide approval.

5 THE END OF THIS SOLUTION

- 5.1 A Minimum Term applies to this Solution as set out in the Initial Order or applicable Contract Change Note. The Minimum Term applies to each Customer Vehicle and will start upon completion of installation in that Customer Vehicle.
- 5.2 Subject to Paragraph 5.3, you can terminate this Solution by giving BT 30 days' written notice.
- 5.3 If you terminate this Solution before the end of the Minimum Term, in addition to any other Charges due to EE under the Contract, you will pay EE Termination Charges, which will be calculated as follows:
(Subscription Charge x number of months remaining in the Minimum Term for each Customer Vehicle) – 5 per cent

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 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.
- 6.3 The Target Response Times ends when BT reports that this Solution is fully restored.
- 6.4 Contact details for your technical support described in this Paragraph 6 are set out in Paragraph 5.3.1 of the Connected Vehicle Solution Description.

7 OTHER TERMS

- 7.1 Insurance propositions sold by or provided on behalf of BT, as set out at www.bt.com/terms, do not apply to this Solution.
- 7.2 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.

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):

“**Connected Vehicle Equipment**” means a business grade 4G WIFI router, antenna and cabling and any other ancillary devices or equipment as specified in the Statement of Requirements.

“**Customer Vehicle**” means the vehicle registered to you, details of which are in the Statement of Requirements or the Order.

“**Target Response Time**” means the response times set out in Paragraph 5.3.2 of the Connected Vehicle Solution Description.