

Solution Terms for EE Freedom



1. Interpretation

1.1 This EE Freedom Solution (referred to in these Solution Terms as "**EE Freedom**" or the "**Solution**") is provided in accordance with the Customer's Agreement with EE.

1.2	Solution Description	The EE Freedom Solution Description forms part of these Solution Terms.
1.3	Statement of Requirements	The parties must agree the EE Freedom Statement of Requirements and Proposal prior to provision of this Solution by EE. This document forms part of these Solution Terms.
1.4	Additional Solution Documentation	The EE Freedom Solution is dependent on the Customer having a compatible Data VPN (formerly known as Data VPN from Orange) Solution. Data VPN is subject to the Data VPN Solution Terms available at www.ee.co.uk/business/terms or on request from EE. In case of inconsistency between the EE Freedom Solution Terms and the Data VPN Solution Terms, the EE Freedom Solution Terms shall prevail.
1.5	Eligibility	This Solution is only available to Corporate and Public Sector customers.

2. Definitions

Business Hours	Working Days from 08:00 to 18:00.
Customer Premises	The Customer's address for installation of the Solution as specified in the Statement of Requirements.
Customer Premises Equipment (CPE)	The Equipment provided by EE and installed at the Customer Premises.
Data VPN CPE Router	The IP router which EE installs on the Customer Premises for the purposes of handling the communications between the EE Freedom Servers and the Customer's network.
Digital Distribution Frame (DDF)	Customer Equipment on the Customer Premises which may be used to physically connect the cable(s) from the Network Terminating Equipment with those from the Installed Equipment.
EE Freedom Platform	The combination of a Leased Line, Data VPN system and EE Freedom Servers and connects the EE Network to the Customer's IP PBX.
EE Freedom Servers	The combination of an EE Freedom Carrier server (which is shared between all EE Freedom customers) and an EE Freedom Enterprise server (which is dedicated to the Customer and its EE Freedom Users) which together store programs and data on the Network to deliver the Solution features, which the Customer has selected in the Initial Order or Contact Change Note, to the EE Freedom Users.
EE Freedom Software	The application software that EE installs on the EE Freedom Servers in order to deliver the EE Freedom Solution including Upgrades and Updates.
EE Freedom User	Anyone who is permitted by the Customer to use the EE Freedom Solution under these Solution Terms. An EE Freedom User may be an EE Freedom User, an EE Freedom Starter User or an EE Freedom Complete User.
Equipment Room	A secure physical environment that complies with the requirements in the Solution Description where EE can install and maintain the Installed Equipment (and any other reasonable requirements EE may advise of from time to time).
Feature Pack	A defined set of features described in the Solution Description which are available to purchase with the Solution. A The Customer may choose to purchase an EE Freedom Feature Pack, an EE Freedom Starter Feature Pack or an EE Freedom Complete Feature Pack subject to acceptance by EE.
Installation Date	The date that the Solution has been installed at the Customer Premises and EE has confirmed to the Customer that the Solution has passed the relevant acceptance tests set out in the Acceptance Tests Annex which is available on request from EE.
Leased Line	A point to point transmission link which delivers a fixed, symmetric bandwidth between its two end points. Each end of the leased line terminates on a Network Terminating Equipment, which supports one or more standard interfaces to which a user may connect. Title to the line does not pass to the Customer, but instead remains with the wholesale supplier. For the purposes of this Solution references to a "Leased Line" are to an Ethernet Leased Line.
Network Terminating Equipment (NTE)	The equipment which physically resides at each end of a Leased Line, and which converts the a bi-directions stream of information, as presented on a standard interface by the user, into the physical format necessary for transmission over the physical medium to the other end of the Leased Line.

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EE Network Termination Point	Physical point at Customer Premises where responsibility and liability for support and maintenance of the EE Freedom Platform passes from EE to Customer, i.e. where Installed Equipment meets Customer's Voice and/or Data SCP and, for the purposes of this EE Freedom Solution, all references to "EE Network Termination Point" in the Data VPN Solution Terms shall be construed accordingly.
Internet Protocol (IP)	Internet Protocol is a network layer protocol used for exchanging data over the internet.
IP Private Branch Exchange (IP PBX)	Customer's internal telecommunication equipment that handles voice traffic which has been encapsulated within IP packets.
Service Connection Point (SCP)	Customer's LAN equipment (Data SCP) and/or PBX (Voice SCP) connecting to the EE Network Termination Point to enable provision of Solution to Customer Premises.
Solution Minimum Connection Period	Minimum period for which each EE Freedom User must take this Solution.
Update	Any bug or error fixes, patches, workaround and maintenance releases which are reflected in any new point release denoted by any change to the right of the second decimal point (including for instance a change from v1.1.1.0.1 to 1.1.1.0.2 or from v2.3.4 to 2.3.5).
Upgrade	(i) Any subsequent release of the Standard Software or Customized Software that adds new features, functionality and/or improved performance; and/or (ii) any new version of the Standard Software and/or Customized Software denoted by a change to the left of the first decimal point (including for instance a change from v1.1 to 2.0) or a change immediately to the right of the first decimal point (including for instance a change from v1.1 to 1.2 or from v3.4 to 3.5).

3. EE Freedom - the Solution

3.1	Installed Equipment	The equipment provided by EE under this Solution is Installed Equipment and the Customer's attention is drawn to clause 12.2 of the General Terms and Conditions for Business Customers as amended by the EE Freedom Solution Terms.				
3.2	Solution Requirements	<p>The following items are needed for the Customer to receive the Solution:</p> <table border="0"> <tr> <td>Customer to purchase from EE:</td> <td> <ul style="list-style-type: none"> a. Leased Line; and b. A compatible Data VPN Solution as determined by EE. </td> </tr> <tr> <td>Customer to supply and maintain at its cost at the time of installation and for the duration of the Solution:</td> <td> <ul style="list-style-type: none"> a. A dedicated PSTN dial-in connection to connect the Installed Equipment for EE's exclusive use; and b. A Local Area Network connection from the IP PBX to the Data VPN CPE Router. c. Any additional software licences needed for the operation of its IP PBX with the Solution (subject to clause 3.8 of these Solution Terms). </td> </tr> </table>	Customer to purchase from EE:	<ul style="list-style-type: none"> a. Leased Line; and b. A compatible Data VPN Solution as determined by EE. 	Customer to supply and maintain at its cost at the time of installation and for the duration of the Solution:	<ul style="list-style-type: none"> a. A dedicated PSTN dial-in connection to connect the Installed Equipment for EE's exclusive use; and b. A Local Area Network connection from the IP PBX to the Data VPN CPE Router. c. Any additional software licences needed for the operation of its IP PBX with the Solution (subject to clause 3.8 of these Solution Terms).
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3.3	Customer's requirements and new orders	Requests for the Solution and any changes must be fully detailed in a Statement of Requirements which is subject to acceptance by EE and by the relevant wholesale supplier. New orders may be subject to an engineering visit or site survey.				
3.4	EE Freedom Software	<p>The EE Freedom Software is provided to EE by a third party and is licensed to the Customer under this Solution as EE Software in accordance with clause 24 of the General Terms and Conditions for Business Customers. The Customer shall promptly inform EE about any infringement or alleged infringement of any third party Intellectual Property Rights in such EE Freedom Software. In the event of any such infringement or alleged infringement (whether notified to EE by the Customer or otherwise):</p> <ul style="list-style-type: none"> a. the Customer shall cooperate with EE (at EE's expense) in taking all measures which can fairly and reasonably be expected of it in connection with any court proceedings or settlement arising; and b. if EE notifies the Customer that the third party supplier is: <ul style="list-style-type: none"> i. unable to replace the EE Freedom Software with an equivalent in every respect to the current version or release or 2 versions or releases previous to current version or release of the EE Freedom Software (at EE's discretion); or ii. to procure a licence for the Customer to continue to use the EE Software, then EE and/or the Customer shall have the right to terminate this Solution, without liability, upon written notice to the other. 				



3.5	Updates to EE Freedom Software	<p>a. EE shall support the current version or release of the EE Freedom Software as well as the previous two versions or releases of the EE Freedom Software ("Supported Software"). Upgrades and Updates shall be issued by EE in whatever form (including, by way of a local fix or patch of the EE Freedom Software or a temporary by-pass solution) in the absolute discretion of EE. Installation of Updates and/or Upgrades will be made outside of Business Hours where reasonably possible (in EE's discretion) and may result in a short service outage of approximately 2 hours but could be longer in exceptional circumstances depending on the complexity of the Update or Upgrade ("Service Outage"). During the Service Outage, the EE Freedom Users may continue to make calls from their mobile devices but will not have access to the EE Freedom Services.</p> <p>b. Updates shall be issued and installed as and when deemed necessary by EE at its discretion to ensure the integrity, security and continued functionality of the EE Freedom Solution. EE shall use reasonable endeavours to keep any disruption caused by the Update to a minimum and to provide prior notice to the Customer where possible.</p> <p>c. EE shall notify the Customer of any Upgrade and the parties shall agree in good faith and in writing a suitable date and time for the upgrade to take place within the 6 month period following EE's notification. If the Customer cannot agree a suitable date for installation of the Upgrade and/or cancels an agreed date and cannot agree a new one within the 6 month period following EE's notification, EE reserves the right to:</p> <ol style="list-style-type: none"> i. install the Upgrade, along with any attendant Service Outage at such time as EE sees fit at its sole discretion; and ii. withdraw support for the Solution including any service level agreement(s) in the Solution Description and/or otherwise agreed with the Customer for the period of time during which the EE Freedom Software used by the Customer is not Supported Software.
3.6	Upgrades	EE reserves the right to withhold rights of access to new features and/or functionality of an Upgrade (at its discretion) This access may also be dependent on the Customer upgrading to a relevant new Feature Pack (for which an additional charge may be payable to EE).
3.7	Support for Customer's IP PBX software	The EE Freedom Software will continue to support the Customer's IP PBX software release version agreed with EE in writing in the Statement of Requirements, except that EE shall be under no obligation to provide support to the Customer's IP PBX if such IP PBX software release version is no longer supported by its manufacturer. In such circumstances EE can only provide support where it is reasonably able to do so which may depend on the cooperation of EE's third party supplier.
3.8	Upgrades to Customer's IP PBX or IP PBX software	The Customer shall provide EE with at least 6 months' prior written notice of any intention to modify or upgrade the Customer's IP PBX or any associated software or configuration in order for EE to consider potential compatibility issues. EE does not warrant that the EE Freedom Solution will be compatible with any Customer IP PBX or any associated software or configuration modification or upgrade not specifically approved by EE and EE shall bear no liability for any such lack of compatibility. If the Customer's IP PBX or any associated software or configuration is modified or upgraded without EE's prior written approval and is not compatible with the EE Freedom Solution, either party may terminate the Solution and Termination Charges shall be payable by the Customer in accordance with these Solution Terms.
3.9	Health and Safety	The Customer shall notify EE in writing of any health and safety and security policies of the Customer and EE shall use reasonable endeavours to observe all such reasonable policies notified in advance to EE provided that EE shall not be liable if, as a result of such observation, it is in breach of any of its obligations under the Agreement.

4. Customer Obligations

4.1	Customer obligations	<p>The Customer shall (and shall procure that its Users shall):</p> <ol style="list-style-type: none"> a. Provide an Equipment Room for mounting the Installed Equipment; b. Not access Installed Equipment settings, configuration or output information in any way other than to assist with installation and implementation without prior written consent from EE; c. After installation, not relocate the Data VPN CPE Router without prior written consent from EE; d. Subject to clause 3.8 (upgrades to Customer's IP PBX or Customer's IP PBX software), provide EE with at least 2 months' written notice of any intention to modify or upgrade the SCPs or any associated software or configuration in order for EE to consider potential compatibility issues. EE may ask for testing, at the Customer's cost, of product functionality following any software changes; e. Ensure, at its cost, that Customer Equipment is installed, correctly configured and programmed to receive the Services. f. After installation: the Customer must, at all times maintain access arrangements that will allow EE to remotely login into the Data VPN CPE Router. The allowed access arrangements are: <ol style="list-style-type: none"> i. PSTN line i.e. as per that which is required for installation; ii. ISP connection from the Data VPN CPE Router to the Internet;
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		<p>iii. Leased Line Connection (as supplied by EE) from the Data VPN CPE Router to EE; For the duration of the time for which the Customer fails to provide EE with at least one of the above means of access to the Data VPN CPE Router (i.e. no access path whatsoever available), any SLA agreed by EE for this Solution (including without limitation in the Solution Description) is null and void.</p> <p>g. Connect, configure and maintain at its cost the link between the EE Network Termination Point and the SCPs.</p> <p>The Customer shall appoint a Customer Representative in relation to the Solution and shall notify such Customer Representative to EE in writing on or before the Service Commencement Date. Changes shall be promptly notified to EE in writing.</p>
4.2	Configuration Spreadsheet	The Customer may be required to assist EE in the completion of a configuration spreadsheet for this Solution. This spreadsheet does not form part of the Customer's Agreement with EE.

5. Term and Termination

5.1	Minimum Connection Period	A Minimum Connection Period applies to this Solution and the Solution Minimum Connection Period applies in respect of each EE Freedom User, as set out in the Initial Order or applicable Contract Change Note.
5.2	Extension of EE Freedom Platform Minimum Connection Period	<p>The Customer acknowledges that access to the Solution by the EE Freedom Users depends on the functionality of the EE Freedom Platform and that the EE Freedom User cannot receive access to the Solution without also having the EE Freedom Platform. Therefore, where the Customer wishes to add a new EE Freedom User to the Solution ("New User") the Customer agrees that the Minimum Connection Period for the EE Freedom Platform will be required to meet the longer of:</p> <p>a. the Solution Minimum Connection Period of the New User; and</p> <p>b. the Minimum Connection Period in respect of the EE Freedom Platform.</p> <p>The Customer acknowledges and agrees that it will be liable for Termination Charges in respect of both the New User and the EE Freedom Platform in the event that the EE Freedom Platform is terminated during such Minimum Connection Period.</p>
5.3	Termination	In addition to the termination rights of each party set out in the General Terms and Conditions for Business Customers, if the Customer's Data VPN Solution is terminated, this Solution shall also terminate automatically and the Customer shall be liable for any resultant Termination Charges.
5.4	Consequences of Termination	<p>On termination or expiry of the Agreement or this Solution:</p> <p>a. EE will terminate any related contracts with its Leased Line and Installed Equipment suppliers and will disconnect the Leased Line, Installed Equipment and the Solution;</p> <p>b. Customer must immediately disconnect SCPs from EE Network Termination Point; and</p> <p>c. pay the Installed Equipment Removal Fee: £650.</p>
5.5	Termination Charges	<p>Customer shall pay EE the following Termination Charges in accordance with the Agreement:</p> <p>a. upon early termination of this Solution: Solution Charges x number of months remaining in the Minimum Connection Period; and</p> <p>b. upon early termination of an EE Freedom User: EE Freedom User Subscription Charges x number of months remaining in the Solution Minimum Connection Period.</p>

6. Confidentiality and Data Protection

6.1	Third Party Suppliers	The Customer acknowledges and accepts that the third party supplier may contact the Customer Representative directly where necessary for the provision of the Solution, for operational or emergency reasons and to provide support.
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7. Technical Support

7.1	Technical Support	Technical Support is provided with this Solution as described in the Solution Description.
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8. Solution Restrictions

8.1	Orange Web Self Serve and Limitation of Liability	<p>a. The Orange Web Self Serve product (available at https://services.orange.co.uk/sam/templates/corporate_web/signin_corp.htm) ("WSS") is incompatible with the operation of EE Freedom. Arrangements for managing the incompatibility between EE Freedom and WSS shall be agreed by the Customer in the Contract Change Note ("Arrangement Options"). Each Arrangement Option is subject to specific terms and conditions (which may include</p>
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		<p>additional termination rights for EE and limitations on EE's liability) which are set out at section 2.3(a) of the EE Freedom Solution Description.</p> <p>b. If EE and the Customer have not agreed an Arrangement Option in the Contract Change Note and the Customer uses WSS, EE shall have no liability to the Customer for any loss arising from or in connection with the incompatibility of WSS with EE Freedom (except where such liability cannot be excluded by law). If the Customer's use, or attempted use, of WSS means that the EE Freedom Solution does not operate in accordance with the Solution Description, at the Customer's request, the parties shall try and agree in good faith an arrangement to manage the incompatibility between EE Freedom and WSS. If such arrangement cannot be agreed by the parties within one month, either party may terminate the Solution by notice in writing to other. On termination under this clause 8.1 the Customer shall not be liable for Termination Charges and EE shall refund all Charges paid up-front by the Customer for the Solution which relate to the period from (but not including) the date of termination.</p>
8.2	Additional Restrictions	<p>a. All 999 calls from the Customer's PBX connected desk phones must pass direct from the Customer's IP PBX to a UK fixed network operator (e.g. BT). The Customer is solely responsible for compliance with this requirement. All 999 (as well as 112 and 911) calls from an EE Freedom mobile phone will be intercepted by EE and sent to a UK fixed network operator direct from the EE Network.</p> <p>b. In the event of a total or partial failure of the Service, some Charges may be applied to the Customer's account at a higher rate. EE will undertake a recalculation of any such Charges incurred as a direct result of the failure of the Solution to ensure that the correct tariff is applied.</p> <p>c. Additional limitations linked to the technical functionality of this Solution are set out in the Solution Description.</p> <p>d. 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.</p> <p>e. Clause 11 of the General Terms and Conditions for Business Customers shall not apply to this Solution.</p>