



EE Mobile Schedule to the General Terms

Contents

A note on 'you'	2
Words defined in the General Terms	2
Part A – The Service	2
1 Service Summary	2
2 Standard Service Component	2
3 Service Options	2
4 Associated Services	2
5 Equipment and Devices	2
6 Specific Terms.....	4
Part B – Service Delivery and Management.....	12
7 BT's Obligations	12
8 Your Obligations.....	12
9 Monitoring Use of the EE Mobile Service	14
10 Suspension, Barring, Limiting and Disconnection	14
11 Upgrades	15
12 Your Affiliates.....	15
13 Credit Security and Deposits	15
Part C – Service Performance	16
14 Business Class Service	16
Part D – Defined Terms	17
15 Defined Terms.....	17
Appendix 1 - Amendments to EE documents	20
1 Amendments to the EE Price Guide	20
2 Amendments to the Terms of Use for Mobility Manager Portal	20



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 this Schedule have the meanings given to them in the General Terms.

Part A – The Service

1 Service Summary

- 1.1 BT will provide you with a mobile wireless communication service, comprising:
 - 1.1.1 the Standard Service Component; and
 - 1.1.2 any of the Service Options that are selected by you as set out in any applicable Order, ("**EE Mobile Service**").
- 1.2 BT will subcontract the EE Mobile Service to EE, in accordance with Clause 26 of the General Terms, and:
 - 1.2.1 will assign the benefit of the Contract to EE in respect of ordering, provision, maintenance, invoicing and payment for the EE Mobile Service; and
 - 1.2.2 if you are required under the Contract to provide information, assistance or access to BT to comply with BT's instructions, you will provide the same co-operation to EE for delivery of the EE Mobile Service.

2 Standard Service Component

BT will provide you with access to the Mobile Network for the purposes of making and receiving calls and using Mobile Data ("**Standard Service Component**") in accordance with the details as set out in any applicable Order.

3 Service Options

BT will provide you with any of the following options ("**Service Options**") as set out in any applicable Order and in accordance with the details as set out in that Order and the EE Price Guide and any relevant Solution Description, Solution Terms or Statements of Requirements, as applicable:

- 3.1 Service Plan;
- 3.2 Service Plan Add-Ons;
- 3.3 Equipment and Devices;
- 3.4 Solutions; and
- 3.5 Other Service Options.

4 Associated Services

If BT provides you with any services other than the EE Mobile Service, this Schedule will not apply to those services and those services will be governed by their separate terms.

5 Equipment and Devices

5.1 General

- 5.1.1 BT will confirm Device and Equipment pricing with you at the time you order any Device or Equipment.
- 5.1.2 BT does not warrant the availability of any Device or Equipment and the availability of the Device or Equipment may be subject to change from time to time.
- 5.1.3 BT does not make any representations, whether express or implied, about whether the EE Mobile Service will operate in combination with any Customer Equipment.
- 5.1.4 If a Device or any Equipment is unavailable or a manufacturer or distributor of a Device or Equipment withdraws a product or declines to accept an order for the Device or the Equipment from BT, BT will suggest an alternative Device or alternative Equipment to you and, if this is not acceptable to you, either of us may cancel the Order at any time.
- 5.1.5 BT may recall, update or have access to Devices or Equipment as reasonably required to enhance or maintain the quality of the EE Mobile Service, Devices or Equipment or to update Software, but will try to minimise any disruption caused to you.
- 5.1.6 BT will only provide you with support services for Devices or Equipment.
- 5.1.7 The amount of Mobile Data you use may vary depending on the type of Device and how you use it.



- 5.1.8 If any Device or Equipment is lost or stolen, you will:
- (a) immediately inform BT that the Device or Equipment has been lost or stolen; and
 - (b) remain liable for all Charges incurred by the use of any lost or stolen Device or Equipment until you inform BT that the Device or Equipment has been lost or stolen in accordance with this Paragraph.
- 5.1.9 If any Device is lost or stolen, you will:
- (a) if you have responsibility under any mobile device management solution, immediately send any remote wipe command to the Device; or
 - (b) if BT has responsibility under any mobile device management solution, request BT to carry out the remote wipe command to the Device.
- 5.1.10 BT will, as soon as reasonably practicable after you inform BT in accordance with Paragraph 5.1.8, terminate the ability of the Device or Equipment to communicate with the Mobile Network.
- 5.1.11 Any data on any lost, stolen, destroyed or damaged Device or Equipment is at your risk.

5.2 Use of Equipment

- 5.2.1 Unless and until title in any Equipment transfers to you in accordance with Paragraph 5.3.2, you will:
- (a) keep the Equipment safe and without risk to health;
 - (b) only use the Equipment, 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;
 - (c) not move the Equipment or any part of it from the Site without BT's written consent and, if BT gives you its consent, you will pay BT's costs and expenses reasonably incurred as a result of such move or relocation;
 - (d) not sell, charge, assign, transfer or dispose of or part with possession of the Equipment or any part of it;
 - (e) not allow any lien, encumbrance or security interest over the Equipment, nor pledge the credit of BT for the repair of the Equipment or otherwise;
 - (f) not claim to be owner of the Equipment;
 - (g) in addition to any other rights BT may have, reimburse BT for any losses, costs or liabilities arising from your use or misuse of the Equipment or where the Equipment is damaged, stolen or lost, except where the damage is a result of fair wear and tear or caused by BT;
 - (h) ensure that the Equipment appears in BT's name in your accounting books;
 - (i) where there is a threatened seizure of the Equipment, or an Insolvency Event applies to you, immediately provide BT with Notice so that BT may take action to repossess the Equipment; and
 - (j) notify any interested third parties that BT owns the Equipment.
- 5.2.2 You will comply with any additional terms (such as user manuals and in box documentation) that apply to any Equipment. If you do not consent to any such additional terms, you will return the Equipment to BT at your cost within seven days of delivery of the Equipment.

5.3 Transfer of title and risk

- 5.3.1 You will provide BT with the name and contact details of at least one individual who is responsible for taking delivery of the Equipment.
- 5.3.2 Unless both of us agree in writing, BT will retain title in any Equipment and Additional Network Equipment at all times and the risk in the Equipment or Additional Network Equipment will pass to you upon delivery.
- 5.3.3 Title in any Device (except for the Intellectual Property Rights) will pass to you when you have paid for the Device in full, except in the case of Funded Devices, where title will pass to you on delivery.
- 5.3.4 Where BT installs the Equipment or Additional Network Equipment, risk will pass to you on installation of the Equipment or Additional Network Equipment.
- 5.3.5 Where BT does not deliver or install the Equipment or Additional Network Equipment, risk will pass to you when you take possession of the Equipment or Additional Network Equipment.
- 5.3.6 If you return any Equipment or Additional Network Equipment, the risk will remain with you until the Equipment or Additional Network Equipment is received by BT.

5.4 Installation of BT Equipment or Additional Network Equipment

- 5.4.1 Where BT carries out any installation of BT Equipment or Additional Network Equipment, BT will carry out acceptance testing to confirm that the relevant part of the EE Mobile Service is operational.
- 5.4.2 Upon the completion of acceptance testing in accordance with Paragraph 5.4.1 to both of our reasonable satisfaction, you will provide a written sign-off confirming acceptance of the installation.



- 5.4.3 Following your acceptance in accordance with Paragraph 5.4.2, BT will not be responsible for providing further installation and implementation services to you and if you require any further services, BT may invoice you for any Charges that both of us agree.
- 5.4.4 If, during installation of any BT Equipment or Additional Network Equipment, BT causes any damage to your Site due to BT's negligence, BT will reimburse the reasonable costs of any work that is needed to restore the Site to the condition it was in immediately before the damage occurred but in all other cases, you are responsible for any restoration works at your Site.
- 5.4.5 EE may invoice you for further Installation Charges in accordance with Paragraph 6.11.1(a) if, as a result of your acts or omissions, installation cannot be completed on the agreed date.
- 5.5 SIM**
- 5.5.1 BT will grant you a licence to use any SIM for the sole purpose of accessing the EE Mobile Service for the duration of the Contract.
- 5.5.2 Unless otherwise agreed by both of us, BT will pre-Connect all of the SIMs that you order (other than those SIMs ordered in accordance with Paragraph 6.2.3), including those SIMs that are contained in Devices, before they are dispatched to you.
- 5.5.3 Except as set out in Clause 22.2 of the General Terms, BT's liability for a faulty SIM is limited to the cost of a replacement or reconfigured SIM.
- 5.5.4 BT will replace or reconfigure SIMs that are defective due to faulty materials or workmanship or require upgrading as part of the EE Mobile Service at no charge for the duration of the EE Mobile Service.
- 5.5.5 Subject to Paragraph 5.5.4, any other replacement or reconfigured SIM will be subject to a Replacement or Reconfigured SIM Fee.
- 5.5.6 You will not and will ensure that your Users will not use a SIM for any purpose other than as set out in BT's written instructions or authorisation and will not move, add to, reconfigure, modify, duplicate or replicate SIMs or otherwise interfere with any SIM or undertake fraud in relation to any SIM.
- 5.6 Warranty**
- 5.6.1 BT will pass on the benefit of any manufacturer's warranty for new Devices and Equipment where it is able to do so for a period of no less than 12 consecutive months from the date of delivery of the Device and BT will charge you for replacements that do not qualify for the warranty at List Price.
- 5.6.2 You will notify EE within 14 days after receipt if any Device has arrived damaged or faulty or if an Order has been incorrectly fulfilled and BT will:
- (a) replace the damaged or faulty Device(s) with a new Device; or
 - (b) re-issue the Device(s) that were not correctly fulfilled.
- 5.6.3 BT warrants that the BT Software supplied to you as set out in this Schedule will conform in all material respects to the manufacturer's specification for a period of three months after the date of delivery of the BT Software and BT's only obligation and liability for breach of this warranty is to promptly repair or replace (at BT's expense) the defective BT Software.
- 5.6.4 The warranties set out in Paragraphs 5.6.1 and 5.6.3 are subject to you and your Users' compliance in all material respects with all relevant licences, specifications, user manuals, any other user guidelines and any manufacturer's conditions specified in the warranty and BT will not be liable for faults in or malfunction of Devices, Equipment or BT Software where:
- (a) you or your Users have failed to comply with such licences, specifications, manuals, guidelines or conditions; or
 - (b) any alteration, modification or addition has been made to the Device, Equipment or BT Software without BT's prior written consent.
- 5.7 Sale of Goods**
- The UN Convention on Contracts for the International Sale of Goods will not apply to the Contract.
- 5.8 WEEE Directive**
- 5.8.1 You are responsible under Article 13 of the Waste Electrical and Electronic Equipment Directive 2012 ("WEEE Directive") for the costs of collection, treatment, recovery, recycling and environmentally sound disposal of any equipment supplied under the Contract that has become waste electrical and electronic equipment ("WEEE").
- 5.8.2 For the purposes of Article 13 of the WEEE Directive, this Paragraph 5.8 is an alternative arrangement to finance the collection, treatment, recovery, recycling and environmentally sound disposal of WEEE.
- 5.8.3 You will comply with any information recording or reporting obligations imposed by the WEEE Directive.

6 Specific Terms



6.1 Changes to the Contract

- 6.1.1 BT may amend the Contract (including any Charges) at any time and subject to Paragraph 6.1.2, BT will notify you if it amends the Contract or any Charges, if that amendment is required as a result of:
- (a) any legislation, statutory instrument, government regulation, regulatory requirement or licence;
 - (b) changes imposed by a third party manufacturer or supplier; or
 - (c) a change to BT's operations where that change is also implemented in relation to the majority of BT's business customers.
- 6.1.2 If BT makes an amendment to the Contract that is of material detriment to you, BT will give you at least one month's Notice of the amendment (apart from where this is not practicable due to a change imposed by a legal or regulatory body) and you may terminate the relevant part of the EE Mobile Service in accordance with Paragraph 6.3.2 for up to 60 days after the date that the amendment became effective.
- 6.1.3 You will be subject to an annual price increase to the Subscription Charges as detailed in the Customer Order Form and for the purposes of this Paragraph 6.1, an increase in the Subscription Charges as detailed in the Customer Order Form will not be of material detriment to you.
- 6.1.4 Where the Charges are set out in the Order, the amendment will take effect from the date that BT advises in a Notice. Amendments to the EE Price Guide will take effect from the date the amendment is published at www.ee.co.uk/business/terms.
- 6.1.5 Subject to Paragraph 6.1.2 and if BT has given at least 60 days' Notice, BT may withdraw all or part of the EE Mobile Service or any Device or Equipment where:
- (a) BT is no longer able to provide all or part of the EE Mobile Service or the Device or Equipment because the applicable third party supplier no longer provides all or part of the EE Mobile Service or the Device or Equipment to BT; or
 - (b) BT has decided that all or part of the EE Mobile Service or a Device or Equipment is no longer suitable to its business operations,
- and you will not have to pay any Termination Charges in respect of the relevant part of the EE Mobile Service, Device or Equipment that is withdrawn.

6.2 Minimum Period of Service and Minimum Term

- 6.2.1 The Minimum Period of Service starts on the date that your first Connection is Connected and Charges will be applied across all Connections specified in the Order Form from that date. You will activate your account within 90 days after the date of last signature of the Order Form, after which BT may activate your whole account.
- 6.2.2 The Minimum Term for any Connection or Service Option starts on the relevant Service Start Date.
- 6.2.3 Unless we both agree otherwise, all Existing Connections will be re-signed under and subject to the terms of this Contract and:
- (a) provided this Contract is signed more than 10 Business Days before the next billing date, the Minimum Period of Service and the new Minimum Term for each Existing Connection will start from that billing date. If the Contract is signed by us less than 10 Business Days before the next billing date, the Minimum Period of Service and the new Minimum Term will start from the following billing date; and
 - (b) those Existing Connections may require a new SIM that you will Connect to the Mobile Network to ensure continuation of service.
- 6.2.4 At the end of the Minimum Period of Service or any Minimum Term, whichever is later, unless one of us gives Notice to the other of an intention to end the EE Mobile Service or any part of it in accordance with the Contract, BT will continue to provide you with the EE Mobile Service and each of us will continue to perform our obligations as set out in the Contract.
- 6.2.5 At the end of the Minimum Period of Service, you will pay EE any outstanding Minimum Spend in full in accordance with the applicable Order Form or Contract Change Note.
- 6.2.6 Service Plan Add-Ons specified as "Fixed" will have a Minimum Term identical in length to the original Minimum Term of the Service Plan the Service Plan Add-On is added to.

6.3 Termination for convenience

- 6.3.1 For the purposes of Clause 17 of the General Terms, you may, at any time after the Service Start Date and without cause and subject to Paragraph 6.3.4 below, terminate the EE Mobile Service in whole or in part and may Disconnect any individual Connection by giving BT 30 days' Notice.
- 6.3.2 In accordance with Paragraph 6.1.2, if BT has varied the terms or increased the Charges and that variation is to your material detriment, you may terminate the relevant part of the EE Mobile Service or

an applicable Order for a Device or Equipment without liability for Termination Charges by giving BT 30 days' Notice.

- 6.3.3 BT may terminate this Schedule in whole or in part by giving you 30 days' Notice, but only where that Notice will not expire before the end of the Minimum Period of Service.
- 6.3.4 If you terminate a Service during a Minimum Term, you will be liable for Termination Charges for both the Service and any Solution, if applicable.
- 6.3.5 Subject to Paragraphs 6.11 and 6.4, you can terminate up to 24 mobile numbers of your EE Mobile Service (excluding Office SIP Subscription) on immediate notice where you request to terminate under Paragraph 6.4 below (Mobile Switching).
- 6.3.6 Where you terminate your EE Mobile Service (excluding Office SIP Subscription) in accordance with Mobile Switching then such termination will take effect on the day that your EE Mobile Service transfers to your alternative service provider; and where such termination occurs after the end of the Minimum Term of Service you will be credited back any Recurring Charges you have paid in advance for the remaining days left in that calendar month.
- 6.3.7 Where your EE Mobile Service is terminated under this Clause 6.3, then the Contract will be deemed terminated, which shall include the payment of any and all outstanding fees and Charges as set out in Paragraph 6.11 below.

6.4 Mobile Switching from EE

- 6.4.1 Where you wish to transfer your mobile number or switch from EE to an alternative service provider;
 - (a) you will need to provide EE with a request either by phone, or via your online account (where applicable); and
 - (b) where you have provided all necessary information, EE will provide you with a relevant STAC, or a PAC together with any switching information (if applicable) in accordance with applicable regulations; and
 - (c) from the date EE provides you with the relevant STAC, or PAC, it shall be valid for 30 calendar days, and
 - (d) notwithstanding Paragraph 6.4.1 (a) above, should EE be in direct breach of Paragraph 6.4.1 (b), then in accordance with any applicable regulation, EE may offer reasonable reimbursement.

6.5 Standard of the EE Mobile Service

- 6.5.1 BT will use reasonable endeavours to provide you with an uninterrupted EE Mobile Service where technically possible but:
 - (a) from time to time, incidents may occur and BT is unable to guarantee a continuous fault-free EE Mobile Service; and
 - (b) the quality and availability of the EE Mobile Service is subject to:
 - (i) local geography and topography;
 - (ii) weather or atmospheric conditions;
 - (iii) degradation, congestion or maintenance requirements of the Mobile Network including re-positioning or decommissioning of base stations;
 - (iv) other physical or electromagnetic obstructions or interference;
 - (v) faults in, or availability of, other telecommunications networks to which the Mobile Network is connected; and
 - (vi) the compatibility of any Customer Equipment you use.
- 6.5.2 **The EE Mobile Service:**
 - (a) is subject to the range of the base stations that make up the Mobile Network; and
 - (b) may not be available where you are near the border of the Mobile Network and the network of an international network provider, in which case, you might access the international network provider network.
- 6.5.3 The technologies and range of base stations that make up the Mobile Network may change from time to time as part of an ongoing design process.
- 6.5.4 BT will not guarantee:
 - (a) Mobile Network coverage as any coverage maps are an estimate of outdoor coverage and coverage may vary depending on location; or
 - (b) the quality of any VOIP, IP telephony, video streaming, Video Calls or television streaming services transmitted using the EE Mobile Service.
- 6.5.5 You may be required to purchase specific equipment or additional services to benefit from full functionality from certain Service Options.

6.6 Solutions and Statements of Requirements



- 6.6.1 BT will use reasonable endeavours to ensure that the EE Mobile Service, any Device, Equipment or Additional Network Equipment complies in all material respects with any Statement of Requirements that we both agree as part of the Contract or Solution Description.
- 6.6.2 BT may offer you changes to a Solution (including improvements and upgrades) from time to time and will advise you of any additional Charges for those changes.
- 6.6.3 If you agree to the proposed changes in Paragraph 6.6.2, a new Solution Description will apply to your Solution and, where applicable, EE will invoice you for additional Charges in accordance with Paragraph 6.11.2.
- 6.6.4 If you order a Solution with a Statement of Requirements, we will both agree the final contents of that Statement of Requirements in writing, using the process set out in Paragraph 6.6.5, before BT provides you the Solution.
- 6.6.5 Where one of us completes a Statement of Requirements, the other of us may agree to the proposed Statement of Requirements or revise it with suggested amendments for the approval or revision of the other and any revised Statement of Requirements will follow the same approval or revision process and the Statement of Requirements will form part of the Contract when BT provides Notice that the Statement of Requirements is in final and agreed form.
- 6.6.6 If BT has been delayed in providing Notice that the Statement of Requirements is in final and agreed form for more than 14 days after the date of the Order Form or any Contract Change Note and that delay is not a result of BT's actions, BT may, without you being liable for Termination Charges for the relevant Solution:
- (a) charge you an administrative Charge to cover BT's reasonable expenses caused by the delay; and
 - (b) terminate the Solution and you will return to BT, in good condition, all Devices, Equipment or Additional Network Equipment supplied for the Solution and title in all Devices, Equipment or Additional Network Equipment that has passed to you will revert back to BT, and if the Device, Equipment or Additional Network Equipment is not returned, or in BT's reasonable opinion is not returned in good condition, BT may charge you the List Price for that Device, Equipment or Additional Network Equipment.
- 6.6.7 BT may vary the terms where failure to implement a Solution materially impacts the overall commercial deal between the parties. The parties will negotiate in good faith to mutually agree such variation in writing.
- 6.7 Access to emergency services**
- 6.7.1 Subject to Paragraph 6.5, you and your Users may call the emergency services free of charge by dialling "999" or "112" using the EE Mobile Service and it is your responsibility to inform, and ensure that your Users inform, the emergency services of your, or your Users', location in the event of a call to the emergency services as the accuracy of caller location information is subject to your geographical location and whether you use a signal boost device in connection with the EE Mobile Service.
- 6.7.2 BT recommends that you consider an alternative means to support emergency calls as it will not guarantee your ability to use the Mobile Network to make emergency calls at all times, including where you are accessing the EE Mobile Service from a mobile device and are not using the Mobile Network.
- 6.7.3 BT will provide Users, who have successfully registered for the emergency SMS service due to a disability that requires the ability to contact the emergency services using SMS, with an emergency SMS service (more information on the emergency SMS service can be found at <http://www.emergencysms.org.uk/>).
- 6.8 Public contracts**
- 6.8.1 If you are a contracting authority (as defined in the Public Contracts Regulations 2015) you warrant that you have entered into the Contract for the EE Mobile Service in compliance with the Public Contracts Regulations 2015, Directive 2004/18/EC and any relevant Applicable Laws.
- 6.8.2 In the event that any court makes a declaration of ineffectiveness or orders that the Minimum Term of any part of the EE Mobile Service under this Schedule be shortened, then that part of the EE Mobile Service will be terminated and you will pay the relevant Termination Charges.
- 6.9 EULA**
- 6.9.1 If required by the manufacturer of any Equipment or Device, Content provider or third party licensor of Software, you will enter into a EULA that will comprise your sole rights and remedies in respect of that Equipment, Device or Content and BT will only provide the EE Mobile Service, any Device or Equipment, or any relevant feature if you have entered into the required EULA.
- 6.9.2 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 manufacturer of the Device or Equipment, Content provider or third party licensor of Software and you will deal with that party in respect of any loss or damage suffered by either of you as such loss or damage will not be enforceable against BT.

6.9.3 By accepting the terms of the EULA, you will observe and comply with the terms for any and all use of the EE Mobile Service and any Devices, Equipment or Content.

6.9.4 You will be responsible in accordance with the terms of the EULA for the use of any Software.

6.10 Additional licence terms

6.10.1 BT may terminate any licence granted under the Contract to use Software if you:

- (a) dispute the ownership of any Intellectual Property Rights under the Contract;
- (b) fail to comply with any term of the Contract; or
- (c) if the continued use or possession of the Software infringes the rights of any third party.

6.10.2 You will not use the Software with anything other than the Devices or Equipment, unless BT authorises you otherwise.

6.10.3 BT will not be able to reissue any Software that it delivers to you by electronic means, so you will:

- (a) provide BT with the correct email addresses for delivery; and
- (b) ensure that any firewall or other similar protection will not prevent delivery of the Software.

6.10.4 BT will grant you a licence to use any BT Equipment for the sole purpose of accessing the EE Mobile Service for the duration of the Contract.

6.11 Invoicing

6.11.1 EE will invoice you for the following Charges in the amounts as set out in any applicable Order or the EE Price Guide or as otherwise agreed between both of us:

- (a) Installation Charges;
- (b) Subscription Charges, in advance;
- (c) Usage Charges, in arrears;
- (d) any Charges for any Device or Equipment following the dispatch of the relevant Device or Equipment to you;
- (e) any Additional Charges; and
- (f) any Termination Charges incurred in accordance with Paragraph 6.12.1 upon termination of the EE Mobile Service or any part of it.

6.11.2 EE may invoice you for any other Charges as set out in any applicable Order or the EE Price Guide or as otherwise agreed between both of us.

6.11.3 EE may invoice you for any other charges in respect of any part of the EE Mobile Service that is not supplied directly by BT or any of BT's Affiliates, such as International Roaming, several months in arrears.

6.12 Charges at the end of the Contract

6.12.1 If you terminate all or part of the Contract, the EE Mobile Service or any applicable Order for convenience in accordance with Paragraph 6.3.1 or if BT terminates the Contract, the EE Mobile Service or any applicable Order in accordance with Clause 18 of the General Terms or Disconnects any Inactive Connections in accordance with Paragraph 7.1.2, you will pay EE:

- (a) all outstanding Charges or payments due and payable under this Schedule;
- (b) any Termination Charges; and
- (c) where the EE Mobile Service (or any part of it) includes a Minimum Spend requirement, any outstanding Minimum Spend as set out in the applicable Order Form or Contract Change Note.

6.12.2 Where all or part of the Contract or all or part of the EE Mobile Service has been terminated, either:

- (a) by you under Clause 18 of the General Terms or Paragraph 6.3.2; or
- (b) by either of us under Clause 19 of the General Terms,

you will pay Charges due up until the date of termination and, if the EE Mobile Service (or any part of it) includes a Minimum Spend requirement, you will pay EE any outstanding Minimum Spend as set out in the applicable Order Form or Contract Change Note.

6.12.3 EE will offset any unused Airtime Fund that you are contractually entitled to at the date of termination of the Contract (calculated on a pro-rata basis in accordance with the proportion of the Minimum Period of Service elapsed) against any outstanding Charges set out in Paragraph 6.12 and at the date of termination:

- (a) you will lose any remaining amounts; and
- (b) you will lose any unused Technology Fund.

6.13 Service amendment



- 6.13.1 After we both sign the Order Form, you may:
- (a) place new orders using the Customer Order Form and, once BT informs you that it has accepted the Customer Order Form, BT will process the new orders;
 - (b) request any changes to the Contract by agreeing a Contract Change Note. Once we have both agreed on the terms of a Contract Change Note or an addendum to the Contract, any changes that you request will become effective; or
 - (c) contact BT by email to request minor changes, including the addition, removal or restriction of access to Service Plan Add-Ons and any additional terms that apply to that change will be set out in the EE Price Guide and your use will be your acceptance of these additional terms, which will amend the Contract accordingly.
- 6.13.2 Any changes to your Service Plan that are agreed by both of us more than 10 Business Days before the next billing date will take effect from that date and where any changes are agreed less than 10 Business Days before the next billing date, the changes will take effect from the following billing date.
- 6.13.3 If BT provides you with any SIMs under a Customer Order Form or Contract Change Note in accordance with this Paragraph 6.13 or as part of an Upgrade, you will Connect those SIMs to the Mobile Network to ensure continuation of the EE Mobile Service.
- 6.14 Data Protection**
- 6.14.1 You will comply with your obligations in accordance with Data Protection Legislation, and BT and its Affiliates will comply with their obligations in accordance with Data Protection Legislation in respect of any Personal Data processed under this Schedule.
- 6.14.2 EE will be the Data Controller of Users' Personal Data generated by EE providing the EE Mobile Service includes Call Data Records.
- 6.14.3 EE will process Users' Personal Data in accordance with its privacy policy (as amended from time to time and that is available at www.ee.co.uk/privacy-policy) and you will bring EE's privacy policy to the attention of your Users.
- 6.14.4 If you complete and submit a request for your Users' Call Data Records in BT's current standard format (which is available on request), BT will disclose these in accordance with BT's policies for disclosures of Call Data Records (as may be amended from time to time) and Applicable Law.
- 6.14.5 BT and its Affiliates may process Users' data for internal business analytics purposes and for products and services offered to third parties, but this data will only be shared with third parties in a form that does not enable the third party to identify an individual User.
- 6.15 Amendments to the General Terms**
- 6.15.1 For the purposes of the EE Mobile Service:
- (a) The wording in Clause 2 of the General Terms is deleted and replaced with the following:

"If there is a conflict between or among any of the documents, the order of priority, highest first, is:

 - 2.1 any Order or addendum;
 - 2.2 any Statements of Requirements;
 - 2.3 any Solution Terms, including any Solution Descriptions (including any Appendix);
 - 2.5 the Schedule (including any Appendix);
 - 2.6 these General Terms;
 - 2.7 the EE Price Guide (as amended by Appendix 1 of this Schedule);
 - 2.8 any other point of sale pricing information; and
 - 2.9 any other documents expressly incorporated by any of these documents or by agreement between both of us."
 - (b) The wording in Clause 9.2 of the General Terms is deleted and replaced with the following:

"EE will invoice you and you will pay in pounds sterling".
 - (c) The wording in Clause 9.4 of the General Terms is deleted and replaced with the following:

"If EE issues an invoice online, EE will email you when EE has done so and if you use or access EE's Mobility Manager website at <https://billingmanager.ee.co.uk/web/guest> this use will be subject to the Terms of Use for Mobility Manager Portal."
 - (d) The wording in Clause 9.5 of the General Terms is deleted and replaced with the following:

"Unless you are disputing an invoice (see Clause 11), you will pay each invoice EE sends you within 30 days of the date on it. You will pay the full amount in cleared funds, without any set-off, counterclaim, deduction or withholding, unless you legally have to take something off."

- (e) The wording in Clauses 10 and 11 of the General Terms is deleted and replaced with the following:
- "10 WHAT HAPPENS IF YOU DO NOT PAY EE
- 10.1 If you do not pay an invoice by the date it is due and you are not disputing the invoice, in accordance with Clause 11, EE may:
- 10.1.1 charge you either:
- (a) a late payment charge; or
- (b) interest on all sums outstanding from the date they fell due at the rate of 5 per cent per annum, calculated on a monthly basis both before and after settlement or judgment until payment is made; and
- 10.1.2 regardless of whether you are charged interest or a late payment charge, take any or all of the following actions until EE has received payment in full for any undisputed amounts:
- (a) withhold or set-off any sums owed by EE to you (including any Credit and Funds) against the sums owed by you to EE;
- (b) restrict or suspend your and your Users' access to the EE Mobile Service; or
- (c) issue a Notice setting out that non-payment by you is a material breach of the Contract for the purposes of Clause 18 of the General Terms.
- 10.2 The Customer Order Form will detail whether you will be charged interest or a late payment charge.
- 11 DISPUTING AN INVOICE
- 11.1 If you do not agree with something in an invoice EE sends you before you have made payment, you will give EE Notice within 14 days after the date of the invoice.
- 11.2 You will always pay the undisputed amount of an invoice as set out in this Contract and will co-operate in good faith with BT to resolve any dispute.
- 11.3 We will both deal with an invoice dispute in the same way we both settle any dispute as set out in Clause 24 and you will pay the amount we both finally agree has been correctly invoiced within seven days of both of us agreeing it and EE will resolve any sum incorrectly invoiced by appropriate credit to your account."
- (f) The wording in Clause 12.4 of the General Terms is deleted and replaced with the following:
- "The licence that BT gives you in Clause 12.2 will last as long as BT provides you with the EE Mobile Service unless the EE Mobile Service is subject to a third party licence agreement that states that another licence term applies."
- (g) The wording in Clause 12.5 of the General Terms is deleted and replaced with the following:
- "If your use of the EE Mobile Service (excluding Devices or Equipment) infringes someone else's Intellectual Property Rights, BT will indemnify you for any Claims, losses, costs or liabilities brought against you as long as you comply with the terms set out in Clause 22.7."
- (h) The wording in Clause 15 of the General Terms is deleted and replaced with the following:
- "15.1 BT may restrict or suspend the EE Mobile Service or a part of it:
- 15.1.1 if BT needs to do Maintenance;
- 15.1.2 to implement a change under Clause 5.2;
- 15.1.3 if you do not pay EE on time and in the way described in Clause 9;
- 15.1.4 if you do not follow the Fair Use Policy;
- 15.1.5 where you have exceeded any agreed credit limit on the Charges; or
- 15.1.6 if BT needs to in order to protect the integrity or security of the BT Network or the Mobile Network.
- 15.2 If BT restricts or suspends the EE Mobile Service or a part of it because of the reasons in Clause 15.1:
- 15.2.1 you will still have to pay all Charges that are payable for the EE Mobile Service during any period of suspension; and
- 15.2.2 if it is because of the reasons in Clauses 15.1.3, 15.1.4 or 15.1.5 you will also pay all reasonable costs and expenses incurred by BT in the implementation of the suspension and a Suspension Lifting Fee for each suspended SIM.



- 15.3 BT may restrict or suspend the EE Mobile Service if you do not pay what you owe BT under any other contract that you have entered into with BT, as set out in that other contract.
- 15.4 BT will restore the EE Mobile Service as soon as the circumstances that led to the restriction or suspension are resolved."
- (i) Clause 17.2 of the General Terms will not apply to this Schedule and will be replaced by a new Clause 17.2 as follows:
'17.2 You will notify BT immediately if you undergo a change in control and BT will have the right to terminate the Contract by giving you 30 days' written notice:
17.2.1 provided BT exercises this right to terminate within 6 months of receiving your Notice; and
17.2.2 BT takes into account if:
a) the new controlling entity is of the same financial standing as you;
b) the overall commercial position of BT remains the same after the change of control;
c) the new controlling entity is not a competitor or in a dispute with BT; and
c) the new controlling entity is a UK registered company.'
- (j) The wording in Clause 22.10 will be amended so that "or the Mobile Network" is added onto the end of the sentence.
- (k) The wording in Clause 25 of the General Terms is deleted and replaced with the following:
25.1 If one of us needs to give the other Notice, they will do it in writing, in English and:
25.1.1 send it by email;
25.1.2 deliver it by hand;
25.1.3 send it by pre-paid post, recorded delivery or courier; or
25.1.4 in the case of Notices from BT to you, send it to your Customer Contact or a User by SMS or other form of electronic message to the relevant Device.
25.2 Notices need to be sent to:
25.2.1 the recipient's current registered address; or
25.2.2 any other address or email address the recipient gives in a Notice to the sender.
25.3 If either of our contact details change, we will both tell the other straightaway by giving Notice.
25.4 The recipient is deemed to have received the Notice on the date (or if the date is not a Business Day, then on the next Business Day) that:
25.4.1 the recipient acknowledges it by manual reply or an automatic read receipt, if it is an email;
25.4.2 the Notice is left at the address or someone signs for it on behalf of the addressee, if it is delivered by hand or sent by courier; or
25.4.3 is three days after posting, if it is sent by pre-paid post or recorded delivery.
- (l) The wording in Clause 27 of the General Terms is deleted and replaced with the following:
"27.1 Subject to Clause 27.2, a person who is not a party to the Contract will not have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract, even if a term seems to give the party a particular benefit.
27.2 EE is a beneficiary of the EE Mobile Schedule to the General Terms and will have all rights to enforce any relevant term of that Schedule and the Contract to the extent it applies to the EE Mobile Service."



Part B – Service Delivery and Management

7 BT's Obligations

7.1 Service Delivery

Before the Service Start Date and, where applicable, throughout the provision of the EE Mobile Service, BT:

- 7.1.1 will provide you with contact details for the EE Service Desk;
- 7.1.2 may Disconnect or re-allocate any Inactive Connections if you request new Connections to enable EE to properly manage any Inactive Connections, but you may request to keep an Inactive Connection, which may be subject to an Inactive Connection Fee; and
- 7.1.3 will comply with all reasonable health and safety rules and regulations and reasonable security requirements that apply at the Site(s) where BT is installing BT Equipment or Additional Network Equipment for you and that you have notified to BT in writing, but BT will not be liable if, as a result of any such compliance, BT is in breach of any of its obligations under this Contract.

7.2 During Operation

On and from the Service Start Date, where a regulatory authority requires the re-allocation or change of your phone numbers, BT may change the phone numbers allocated to you to access the EE Mobile Service, but BT will use reasonable endeavours to minimise any disruption caused to you as a result.

7.3 The End of the EE Mobile Service

On termination of the whole or part of the EE Mobile Service by either one of us, BT will provide reasonable assistance to you in line with standard telecommunication industry practice to transfer any part of the EE Mobile Service to another telecommunications provider.

8 Your Obligations

8.1 Service delivery

Before the Service Start Date and, where applicable, throughout the provision of the EE Mobile Service, you will:

- 8.1.1 provide BT with the names and contact details of the Customer Contact, but BT may also accept instructions from a person who BT reasonably believe is acting with your authority;
- 8.1.2 provide BT with any information reasonably required without undue delay and ensure that any information that you give continues to be accurate and complete;
- 8.1.3 complete any preparation activities that BT may request to enable you to receive the EE Mobile Service promptly and in accordance with any reasonable timescales;
- 8.1.4 ensure that your Service Options, Equipment or Devices are suitable for your requirements, including the use of the SIM with any equipment that may incur high data Usage Charges;
- 8.1.5 be responsible for your usage of the EE Mobile Service, whether or not BT has applied any usage limit or is able to advise you at any particular time if you have exceeded any applicable usage limit;
- 8.1.6 unless agreed between both of us, start using your SIMs as Active Connections within 30 days of delivery to you; and
- 8.1.7 where BT provides you with BT Equipment or Additional Network Equipment:
 - (a) ensure that a suitable and safe working environment is provided for BT to carry out the installation;
 - (b) grant BT the right to install, store, operate, maintain and support any BT Equipment or Additional Network Equipment on your Site to enable provision of the EE Mobile Service;
 - (c) provide BT with reasonable access to your Site and systems during normal office hours and, if necessary, outside these hours for the installation, implementation, de-commissioning, removal and ongoing maintenance and support of the EE Mobile Service or any BT Equipment or Additional Network Equipment; and
 - (d) not modify, tamper, move or interfere with any BT Equipment or Additional Network Equipment in any way other than to assist with any installation and implementation, without the prior written consent of BT, nor to use the BT Equipment or Additional Network Equipment for any purpose other than for the use of the EE Mobile Service.

8.2 During operation

On and from the Service Start Date, you will:

- 8.2.1 ensure that Users report incidents to the Customer Contact and not to the EE Service Desk;
- 8.2.2 ensure that the Customer Contact:
 - (a) takes incident reports from Users and passes these to the EE Service Desk using the reporting procedures agreed between both of us; and



- (b) is available for all subsequent incident management communications;
 - 8.2.3 monitor and maintain any Customer Equipment connected to the EE Mobile Service or used in connection with the EE Mobile Service;
 - 8.2.4 ensure that any Customer Equipment that is connected to the EE Mobile Service or that you use, directly or indirectly, in relation to the EE Mobile Service is:
 - (a) connected appropriately to the Mobile Network and used in accordance with any instructions, standards and safety and security procedures applicable to the use of that Customer Equipment;
 - (b) adequately protected against viruses and other breaches of security;
 - (c) technically compatible with the EE Mobile Service and will not harm or damage any SIM, the Mobile Network, or any of our suppliers' or subcontractors' network or equipment; and
 - (d) approved by BT and used in accordance with relevant instructions and Applicable Law;
 - 8.2.5 immediately disconnect any Customer Equipment, or advise BT to do so at your expense, if that Customer Equipment does not meet any relevant instructions, standards or Applicable Law;
 - 8.2.6 comply with any manuals, guidance and any reasonable instructions issued by BT or a relevant third party manufacturer concerning the use of a Device, the EE Mobile Service or the Mobile Network;
 - 8.2.7 comply and co-operate with any of BT's reasonable security checks or measures (which may include BT making calls or sending communications to Users);
 - 8.2.8 ensure the security and proper use of all account administration profiles, User names, personal identification numbers, passwords and other systems administration information used in connection with the EE Mobile Service and any Device, and:
 - (a) inform BT immediately upon becoming aware of any suspected or actual unauthorised use of the EE Mobile Service; and
 - (b) take all reasonable steps, including any steps BT reasonably requests, to ensure that such information is kept confidential and secure and to prevent unauthorised access to the EE Mobile Service;
 - 8.2.9 change any or all passwords or other systems administration information used in connection with the EE Mobile Service if BT requests you to do so in order to ensure the security or integrity of the EE Mobile Service;
 - 8.2.10 co-operate with BT during any migration of any part of the EE Mobile Service to an alternative mobile network operator;
 - 8.2.11 configure, at your own cost, any VPN not supplied by BT or its Affiliates that you may use with the EE Mobile Service, but BT does not warrant that any VPN not specifically approved for use by BT will be compatible with the EE Mobile Service and BT will not be liable for any lack of compatibility;
 - 8.2.12 comply with any export control laws, regulations, prohibitions or embargoes of any country applicable to the Equipment, Devices, technical information (including, but not limited to, technical assistance and training), Software and other Services provided under this Contract. You will obtain written authority from the relevant licensing authority where necessary and if requested by BT, you will sign written assurances or other import/export-related documents and comply with reasonable requests for information as may be required to comply with all applicable import/export regulations;
 - 8.2.13 ensure that any necessary export approvals or licences have been obtained or will be granted in respect of the Equipment, Devices or the Software. BT will not be obliged to provide Services and/or Equipment, or engage in any other activity, that would violate or trigger sanctions or penalties under Applicable Law including UK, EU or US export controls, economic sanctions and anti-boycott measures;
 - 8.2.14 monitor and manage your Users to ensure that they do not incur any particular Charges or use any particular part of the EE Mobile Service that you do not want them to;
 - 8.2.15 review the EE Price Guide regularly, and ideally no less than every 30 days; and
 - 8.2.16 maintain at your own expense, policies of insurance against public liability and other third party liability in connection with any injury (including death), loss or damage to any persons or property belonging to any third party arising out of or in connection with your use of the EE Mobile Service, including the storage of the BT Equipment on your Site.
- 8.3 **Use of the EE Mobile Service**
- 8.3.1 You will comply with any applicable Fair Use Policy issued from time to time.
 - 8.3.2 You will not and will ensure that your Users will not:
 - (a) use, nor knowingly allow any Devices, Equipment, any part of the EE Mobile Service or the Mobile Network to be used for any unlawful or improper purpose or in a manner that will or may impair



the operation of the Mobile Network or the provision of the EE Mobile Service to you, or any other users;

- (b) connect or knowingly allow any third party to connect, or continue to connect, to the Mobile Network:
 - (i) any GSM Gateway;
 - (ii) any device used to forward or divert calls, texts or data with the intention of reducing Charges for that call, text or data except terms of that service; or
 - (iii) any SIM using any method to enable the making of automated calls or sending of automated or bulk data and texts,

and where BT reasonably believes that you are in breach of this Paragraph 8.3.2(b), you will provide, at BT's request, details of the means by which the text and data is sent or calls made;

- (c) use the EE Mobile Service to share any Content that is protected by copyright or owned by a third party unless you have permission from the third party to do so;
- (d) undertake Permanent Roaming Activity;
- (e) remove, obscure or add to any warranties, disclaimers and licence agreements as shipped to you with a Device;
- (f) re-sell, transfer, assign or sub-licence the EE Mobile Service (other than any Device in which title has passed to you in accordance with Paragraph 5.3.3) to anyone else without BT's written consent; or
- (g) knowingly distribute malicious software or permit hacking or unauthorised modification of any Device or Equipment, Software or of the Mobile Network.

8.3.3 You will implement your own data archiving and data back-up processes and EE may require you to restore data from your back-up to relevant systems to enable EE to provide the EE Mobile Service.

8.3.4 Where the EE Mobile Service provides access to the Internet, the use of the Internet is at your own risk.

8.3.5 BT will not be liable for any Content offered by third parties on or through your use of the EE Mobile Service.

8.3.6 You will retain responsibility for, and control of, Content that you send or pass over the Mobile Network.

8.4 The end of the EE Mobile Service

On termination of the EE Mobile Service by either you or BT, you will:

8.4.1 immediately stop using the EE Mobile Service, except for BT Software embedded in Devices or Equipment to which you have title:

- (a) that cannot reasonably be removed or deleted from that Device or Equipment;
- (b) to the extent strictly necessary for the ongoing use of that Device or Equipment; and
- (c) subject to Paragraph 6.10.1(c);

8.4.2 dispose of any SIMs; and

8.4.3 unless title has passed to you in accordance with Paragraph 5.3, return to BT, in good condition, or destroy, if requested by BT, all Devices and Equipment and, if the Device or Equipment is not returned when requested, or in BT's reasonable opinion is not returned in good condition, BT may charge you the List Price for that Device or Equipment.

9 Monitoring Use of the EE Mobile Service

9.1 To ensure that you comply with the provisions set out in any applicable Fair Use Policy, BT may:

9.1.1 monitor and investigate your usage; or

9.1.2 apply an alternative Service Plan more appropriate to your usage.

9.2 BT may monitor and record calls or other communications to emergency services and calls or other communications relating to BT's or its Affiliates' customer services and telemarketing.

10 Suspension, Barring, Limiting and Disconnection

10.1 BT may bar any of your SIMs preventing you or a particular User from using the EE Mobile Service (other than for contacting the emergency services), Disconnect a SIM from the Mobile Network, or limit or suspend the EE Mobile Service or part of it immediately without notice:

10.1.1 if you or your Users fail to comply with the terms of the Contract;

10.1.2 in the event of loss or theft of the SIM or Device, or otherwise at your request;

10.1.3 if BT has reasonable cause to suspect fraudulent use of your SIM or Device;

10.1.4 following failure of any credit checks carried out in accordance with Paragraph 13; or

10.1.5 upon instruction by emergency services or any government, regulatory or appropriate authority.



- 10.2 If BT bars or Disconnects the EE Mobile Service, BT will not re-provide it to you unless you comply with the terms of the Contract or satisfy BT that you will do so in the future or that the EE Mobile Service will not be used again in a way that is not permitted.
- 10.3 If BT bars or Disconnects the Mobile Network or limits or suspends the EE Mobile Service, your Contract will continue and you will pay all Charges set out under the Contract until the EE Mobile Service is terminated or expires in the manner as set out in the Contract.

11 Upgrades

- 11.1 You may Upgrade at any time during the Minimum Period of Service if:
 - 11.1.1 the Upgrade is used in connection with the existing mobile number and the EE Mobile Service; and
 - 11.1.2 any new SIM provided with the Upgrade is Connected.
- 11.2 Where you:
 - 11.2.1 receive additional Funds as a result of the Upgrade; or
 - 11.2.2 receive an Upgrade free of charge (and that Upgrade does not use the existing Technology Fund), then the Minimum Term applicable to that Connection will re-start from the date of dispatch of the Upgrade by BT.
- 11.3 Upgrades are subject to the relevant Service Plan and Service Plan Add-On Charges as set out in an applicable Order or in the EE Price Guide.

12 Your Affiliates

- 12.1 Subject to Paragraph 12.2, your Affiliates may enter into Customer Order Forms under this Schedule and use the EE Mobile Service and any Devices or Equipment supplied by BT under this Schedule, provided that you notify BT of the contact details of those Affiliates before they place any Orders or use the EE Mobile Service.
- 12.2 You will ensure that your Affiliates fully comply with the terms of the Contract and any act or omission of those Affiliates will be deemed to be your act or omission.
- 12.3 A relevant Affiliate may, at your request, be invoiced separately for the Charges it incurs, but you will remain liable to pay all Charges in respect of its use of the EE Mobile Service, Equipment, and Devices.

13 Credit Security and Deposits

- 13.1 BT may carry out credit assessments on you, in accordance with the details as set out in the Order Form.
- 13.2 BT may request you to lodge a deposit for a sum that BT deems appropriate in the following circumstances:
 - 13.2.1 before BT provides a part of the EE Mobile Service or any Device or Equipment, or the Connection of a particular Device;
 - 13.2.2 before reinstating the relevant part of the EE Mobile Service after any suspension; or
 - 13.2.3 if BT decides that your credit status is unacceptable following a credit assessment.
- 13.3 BT will hold deposits taken under Paragraph 13.2 for 12 months without interest from the date of receipt, or (if earlier) until the termination of this Schedule, and then refund to you upon request.
- 13.4 BT may set off deposits against any amount owed by you to BT in accordance with Paragraph 6.11 and refund to you by way of a credit to your account any balance left after such set off.



Part C – Service Performance

14 Business Class Service

- 14.1 BT will provide the EE Mobile Service in accordance with the standards set out in the Business Class Service Solution Description available at www.bt.com/terms.



Part D – Defined Terms

15 Defined Terms

In addition to the defined terms in the General Terms, capitalised terms in this Schedule will have the below meanings (and in the case of conflict between these defined terms and the defined terms in the General Terms, these defined terms will take precedence for the purposes of this Schedule). BT has repeated some definitions in this Schedule that are already defined in the General Terms to make it easier for you to find the definitions when reading this Schedule.

“Active Connection” means a Connection with some inbound or outbound communications activity and which is not an Inactive Connection.

“Additional Charges” means any Charges as set out in the EE Price Guide payable by you to EE or its Affiliates for specified administration or account activity in relation to the EE Mobile Service including:

- (i) Inactive Connection Fee;
- (ii) Replacement or Reconfigured SIM Fee; and
- (iii) Suspension Lifting Fee,

but excluding any Subscription Charges, Usage Charges, Termination Charges or Installation Charges.

“Additional Network Equipment” means the equipment as set out in the relevant Solution Terms.

“Airtime Fund” means a fund that may be used by you to purchase airtime.

“Appendix” means any appendix attached to this Schedule or a Solution Description.

“APN” means the access point name given to the unique point (or points) at which the Customer Network or a public network such as the Internet may connect with the Mobile Network.

“BT Equipment” means any equipment forming part of the Mobile Network, excluding Additional Network Equipment, including any Software, owned by or licensed to BT or any of BT's Affiliates that BT installs at a Site for the provision of the EE Mobile Service.

“BT Software” means any software, excluding Software subject to a EULA, that is owned by BT or one of its Affiliates or licensed by BT on behalf of a third party, and which may be updated from time to time.

“Business Class Service Solution Description” means the document entitled EE's Business Class Service for Large Business Customers' Solution Description published at www.ee.co.uk/business/terms, described further in the EE Price Guide.

“Call Data Records” means in relation to the conveyance of any call or other communication over the Mobile Network, any data that constitutes traffic data as defined in the Privacy and Electronic Communications (EC Directive) Regulations 2003.

“Change of Control” has the meaning given in Paragraph 6.15 (i) and 'control' will have the meaning given in section 1124 of the Corporation Tax Act 2010.

“Charges” means all monies payable by you to EE or its Affiliates for the EE Mobile Service as set out in the Order or in the EE Price Guide (as varied) including any Subscription Charges, Usage Charges, Termination Charges, Installation Charges and Additional Charges.

“Connection” means a connection by which we give you access to the Mobile Network, including via a SIM that has been configured to attach to the Mobile Network, or via any other connection specified in the applicable Order. **“Connect”**, **“Connected”** and **“Re-Connection”**, will each be construed accordingly. A Connection may be an Active Connection, an Existing Connection, a Future New Connection or an Inactive Connection.

“Content” means applications, data, information (including emails), video, graphics, sound, music, photographs, software or any other material.

“Contract” means the agreement between you and BT that is made up of the General Terms, this Schedule, any Solution Terms (including any applicable Solution Description and Statement of Requirements), any Orders, the EE Price Guide and any other documents expressly incorporated by any of these documents or by agreement between both of us.

“Contract Change Note” means the communication issued by BT by email or via www.salesforce.com from name@echosign.com detailing a change to the Contract.

“Credit” means any contractual credit, BACS or other payment that BT agrees to provide under this Contract;

“Customer Contact” means any individuals authorised to act on your behalf for EE Mobile Service management matters.

“Customer Equipment” means any equipment and any software, other than BT Software or Equipment, used by you in connection with the EE Mobile Service.

“Customer Network” means your communications network including your LAN and any intranet services.

“Customer Order Form” means EE's standard order form format (unless otherwise agreed by BT) that is completed in full, is accompanied by your letterhead or recognised purchase order clearly referring to the number of the Contract and is not made subject to any additional terms that you may try to include, attach or incorporate.



“**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) provided by BT for use in connection with the EE Mobile Service.

“**Disconnect**” means removal of access to the Mobile Network of a Connection. “**Disconnection**” and “**Disconnected**” will be construed accordingly.

“**EE**” means EE Limited, a wholly owned subsidiary of BT and a company registered in England and Wales (company number 02382161) whose registered address is 1 Braham Street, London, E1 8EE.

“**EE Mobile Service**” has the meaning given in Paragraph 1.1.

“**EE Price Guide**” means the applicable list of current standard prices and terms for certain standard services as updated from time to time and published at www.ee.co.uk/business/terms.

“**EE Service Desk**” the EE helpdesk that you are able to contact to submit service requests and ask questions about the EE Mobile Service.

“**eSIM**” means a profile that is downloaded onto a virtual subscriber identity module embedded in a compatible Device.

“**EULA**” means the end user licence agreement in the form set out at any web-link or other location that BT may notify to you or as may be communicated to you by the manufacturer of the Device, Equipment, or Content provider or third party licensor of any software, as may be amended or supplemented from time to time.

“**Equipment**” means the BT Equipment and any other equipment, including SIMs, that may be supplied by BT to enable you to access the EE Mobile Service as agreed between the parties from time to time.

“**Existing Connection**” means a Connection that is already Connected at the date of last signature of the Order Form.

“**Fair Use Policy**” means any fair use policy or other policy regarding use of the EE Mobile Service, that BT or EE may issue from time to time.

“**Funds**” means a notional credit, subsidy or allowance that will be used by BT/EE to top up your Airtime Fund or Technology Fund and that can be purchased from BT in accordance with the terms of the Contract, and any other contractual credit, subsidy, fund, BACS or other payment that we both agree to provide under the Contract, including a Future New Connection Fund.

“**Funded Device**” means a Device or other Equipment supplied without charge or purchased using a Technology Fund as set out in the Order (where one is provided).

“**Future New Connection**” means a Connection that is Connected over and above the Connections specified in the Order Form, but that is not a Re-Connection or transfer or reallocation of a Connection between Users.

“**Future New Connection Fund**” means a contractual credit that BT may agree to provide to you where a Future New Connection is added to a Service Plan during the Minimum Period of Service.

“**General Terms**” means the general terms to which this Schedule may be attached, or can be found at www.bt.com/terms, and that form part of the Contract.

“**GSM Gateway**” means a single point of access to the Mobile Network from another network using SIMs and/or any facility enabling the making of automated calls and the sending of automated data and texts using SIMs.

“**Inactive Connection**” means a Connection with no inbound or outbound communications traffic in any consecutive three month period.

“**Inactive Connection Fee**” means the Charge that you will pay for an Inactive Connection, as set out in Part 3 of the EE Price Guide.

“**Installation Charges**” means any one off charges payable by you to BT or its Affiliates for installation of BT Equipment by BT, EE or a sub-contractor.

“**International Roaming**” means use of the EE Mobile Service to receive or make calls, transmit texts, or transmit and receive data when outside of the UK.

“**Internet**” means a global system of interconnected networks that use a standard Internet Protocol to link devices worldwide.

“**Internet Protocol**” or “**IP**” means a communications protocol for devices connected to the Internet that specifies the format for addresses and units of transmitted data.

“**List Price**” means the standard prices for services and equipment as current at the time the price needs to be determined.

“**Local Area Network**” or “**LAN**” means the infrastructure that enables the ability to transfer IP services within Sites (including data, voice and video conferencing services).

“**Maintenance**” means any work on the BT Network, Mobile Network or EE Mobile Service, including to maintain, repair or improve the performance of the BT Network, Mobile Network or EE Mobile Service.

“**Minimum Period of Service**” means a period of 24 consecutive months, unless otherwise set out in an Order, commencing on the date set out in Paragraph 6.2.1.

“**Minimum Spend**” means the minimum sum set out in the Order Form or Contract Change Note that you commit to pay in Charges in relation to the EE Mobile Service or part of it during the Minimum Period of Service.

“**Minimum Term**” means the minimum duration for each Connection or Service Option that is set out in the Order.

“**Mobile Data**” means a generic APN for access to the Internet and other data services using your SIM that enables you to send and receive data over the Mobile Network.

“**Mobile Network**” means the electronic communications systems through which EE provides the EE Mobile Service in the UK and any other type of communications system that may be provided by EE.

“**Mobility Manager**” means the online portal which is used to access billing information and order Devices or accessories online.

“**Mobile Switching, switch or switching**” means where a Customer transfers or requests to transfer or considers transferring the provision of its wireless voice and/or data communications service from one service provider to an alternative service provider.

“**Order**” means any order or part of an order you give to BT that is accepted by BT, including the Order Form and any Customer Order Form or Contract Change Note.

“**Order Form**” means the first order under this Contract for the EE Mobile Service, any Devices or Equipment.

“**Other Service Option**” means any other Service Option that is available to you as set out in the applicable Annex or Order.

“**Porting Authorisation Code**” or “**PAC**” means a unique code used to signify the incumbent service providers consent to a Customer being entitled to request and have their mobile telephone number ported to an alternative service provider.

“**Permanent Roaming Activity**” means use of the SIM outside of the UK on a permanent basis.

“**Replacement or Reconfigured SIM Fee**” means the Charge that you will pay for the replacement or reconfiguration of your SIM in accordance with Paragraph 5.5.5, as set out in Part 3 of the EE Price Guide.

“**Service Options**” has the meaning given in Paragraph 3.

“**Service Plan**” means a mobile or data tariff that applies to part of the EE Mobile Service, or any other service identified as a “Service Plan” on any applicable Order, provided by BT to you for an agreed Subscription Charge.

“**Service Plan Add-On**” means an additional bundle added to a Service Plan for an agreed Subscription Charge.

“**Service Start Date**” means, for each service, the date that part of the EE Mobile Service is first made available to you and, with respect to a Connection, the date that BT firsts activates that Connection on the Mobile Network.

“**SIM**” means the subscriber identity module card provided by BT as part of the EE Mobile Service including eSIM.

“**Site**” means a location or any premises owned, occupied or controlled by you.

“**SMS**” means short messaging service.

“**Solution**” means a service provided in accordance with this Schedule (that may include a business solution, services and Equipment to which additional requirements, technical details, commercial and support arrangements, terms may apply) and that is indicated in the applicable Order as being a “**Solution**”.

“**Solution Description**” means a specification document relating to a complex service or Device or Equipment that BT will provide to you and that may be amended from time to time.

“**Solution Terms**” means the terms applicable to a particular Solution available at http://www.globalservices.bt.com/uk/en/footer_links/terms either as standalone documents, an Annex to this Schedule or within the EE Price Guide or that are attached to your Order. Solution Terms may incorporate a Solution Description and/or Statement of Requirements that will be separately provided to you.

“**STAC**” means the service termination authorisation code which is a unique code used to signify the incumbent service provider’s consent to a Customer being entitled to switch to an alternative service provider without the Customer porting their mobile number.

“**Standard Service Component**” has the meaning given in Paragraph 2.

“**Statement of Requirements**” means our form that may be used to detail your requirements in relation to a particular Solution that will be agreed in accordance with Paragraph 6.6.

“**Subscription Charges**” means any monthly or periodic Charges payable by you to EE or its Affiliates to access any part of the EE Mobile Service.

“**Suspension Lifting Fee**” means the Charge that you will pay to lift a suspension that has been placed on the Mobile Network in accordance with Clause 15.2.2 of the General Terms, as set out in Part 3 of the EE Price Guide.

“**Technology Fund**” means a fund that may be used by you to purchase Devices or Equipment at the List Price.

“**Termination Charges**” means any termination charges set out in this Schedule, the Order Form, Solution Terms or Contract Change Note payable by you to BT or its Affiliates.

“**Terms of Use for Mobility Manager Portal**” means the terms that apply to your use of Mobility Manager, available at www.ee.co.uk/business/terms.

“**Upgrade**” means you replace a Device in use by purchasing another Device.

“**Usage Charges**” means any monthly or periodic variable charges for voice, data and text usage and any other part of the EE Mobile Service and other non-recurring Charges payable by you to BT or its Affiliates.

“**User**” means you or anyone who is permitted by you to use the EE Mobile Service under this Contract.

“**Video Call**” means the ability for the caller and recipient to see and hear each other.

“**VOIP**” means delivery of voice and multimedia communications over Internet Protocol.

“**VPN**” or “**Virtual Private Network**” means a network that appears private to your Users while being provided over network infrastructure that is shared with other customers.

“**WEEE**” has the meaning given in Paragraph 5.8.1.

“**WEEE Directive**” has the meaning given in Paragraph 5.8.1.



Appendix 1 - Amendments to EE documents

The EE Mobile Service is provided by EE and additional EE documents may apply. Any amendments to those documents required for the provision of the EE Mobile Service are specified below.

1 Amendments to the EE Price Guide

- 1.1 The EE Price Guide is amended as follows:
 - 1.1.1 all references to **"Customer"** are deleted and replaced with **"you"** or **"your"** (as applicable);
 - 1.1.2 all references to the **"EE Business Agreement"**, **"EEBA"**, **"EE Business Agreement (EEBA)"**, **"Business Agreement"** and **"Agreement"** are deleted and replaced with **"Contract"**;
 - 1.1.3 all references to **"Network"** are deleted and replaced with **"Mobile Network"**;
 - 1.1.4 all references to **"Service"** are deleted and replaced with **"EE Mobile Service"**;
 - 1.1.5 all references to **"Minimum Connection Period"** are deleted and replaced with **"Minimum Term"**;
 - 1.1.6 all references to **"Minimum Agreement Term"** are deleted and replaced with **"Minimum Period of Service"**; and
 - 1.1.7 all references to **"Roaming"** (in their single form rather than as part of a phrase) are deleted and replaced with **"International Roaming"**.
- 1.2 The following sections of the EE Price Guide are deleted for the purposes of the EE Mobile Service:
 - 1.2.1 parts 8 and 9 in their entirety; and
 - 1.2.2 part 11, 'Damage and Full Cover for Large Business' only.

2 Amendments to the Terms of Use for Mobility Manager Portal

- 2.1 The Terms of Use for Mobility Manager Portal is amended as follows:
 - 2.1.1 all references to **"Service"** are deleted and replaced with **"EE Mobile Service"**; and
 - 2.1.2 all references to **"we"**, **"our"**, **"us"** or **"EE"** are deleted and replaced with BT.