



# IoT General Terms (CPS and SMB)

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## The Basics

These IoT General Terms apply to any Service you buy from Us that is described in the Order Form as a Service that these IoT General Terms apply.

### 1 What words mean

- 1.1 Some of the words and phrases in this document mean specific things. They are capitalised all the way through and explained in the Defined Terms section at the end of this document.
- 1.2 The words below have the following meanings:
  - (a) 'You' and 'your' mean the Customer.
  - (b) 'We' means British Telecommunications plc ('BT').
  - (c) Phrases that refer to 'we', 'our', 'us', 'each of us', 'each of our', 'both of us', 'we each', 'we will each', 'we will both', 'whichever of us', 'one of us', 'neither of us', 'either of us', 'either of our', 'either one of us' and 'we both' mean one or both of BT and the Customer, whichever makes sense in the context of the sentence.
- 1.3 The words 'include' or 'including' do not limit something to just the examples that follow.
- 1.4 the plural includes the singular and vice versa.
- 1.5 Any reference to a specific law or regulation in the BT IoT Service Agreement includes that law or regulation as amended, replaced or extended.

### 2 Order of documents

- 2.1 A Contract will be formed for each Service ordered from the terms contained in the following documents relating to the Service and which apply in decreasing order of priority:
  - (a) Change Form;
  - (b) Order Form;
  - (c) Any agreed Additional Service;
  - (d) Service Schedule;
  - (e) Price Guide;
  - (f) Codes of Practice;
  - (g) General Specification; and
  - (h) IoT General Terms.
- 2.2 Where there is a conflict in the terms of the above documents the terms in the document of higher priority apply.
- 2.3 In the context of each Service ordered, the collective and prevailing terms set out in the above documents shall form the Contract and are referred to as the **"BT IoT Service Agreement"**.
- 2.4 the completion of an Order Form creates a new BT IoT Service Agreement for that Service order.

### 3 When the BT IoT Service Agreement starts and how long it lasts

- 3.1 The BT IoT Service Agreement starts on the Contract Start Date and will carry on until:
  - (a) one of us ends it (in a way that the BT IoT Service Agreement allows);
  - (b) the Contract Term expires; or
  - (c) We are no longer providing you with any Services, there are no outstanding Orders and all invoices are paid.
- 3.2 After the Contract Term has ended, We are not obliged to supply SIMs or Connect new Subscriptions.
- 3.3 We will continue to provide Service to a Subscription during the Minimum Connection Period even if the Contract Term has ended.

## The Service

### 4 What BT has to do

- 4.1 We agree to supply, and You agree to take, the Services and Equipment subject to the provisions of the BT IoT Service Agreement.
- 4.2 You agree that You are procuring the Services and Equipment for use as authorised by and in accordance with the BT IoT Service Agreement.



4.3 We will ensure that the Services and Equipment comply in all material respects as described in the relevant BT IoT Service Agreement.

## 5 What You have to do

5.1 In addition to Your right to use the Service, Equipment and SIM for Your own benefit You may also resell, supply or distribute the Services, Equipment and SIM Cards on condition that

- (a) You agree and acknowledge that Our sole obligation is to You and that the BT IoT Service Agreement governs Our entire responsibility and liability regarding the supply of the Service;
- (b) You shall be and remain responsible for all acts and omissions of Your customers, suppliers and other third parties which are Connected to your receipt of the Services, as if they were Your own;
- (c) You have carried out Your own investigations about Your customers intended use of the Services and that You warrant that in each case (considering any limitation, dependency, restriction or obligation whether in Contract, regulation or law) that the Services are suitable for such intended use and will not cause any harm, nuisance or damage to Us or the Network and will be used in compliance with all Applicable Law;
- (d) You will ensure that You can enforce the terms of the BT IoT Service Agreement against Your Customers and that you have made Your best efforts to ensure that these are enforceable against other parties that have access to the Network or benefit of the Services;
- (e) You will make Your best efforts to ensure that the rights and obligations of End-Subscribers are consistent and commensurate with Your obligations and Our rights as described in the BT IoT Service Agreement;

5.2 You will, and shall procure that Subscribers:

- (a) keep confidential any Account password, personal identification code, number or name issued by Us permitting access the Services and Equipment;
- (b) provide any information and/or assistance We require in order to supply the Services and Equipment, ensuring the continuing accuracy and completeness of such information;
- (c) comply with any reasonable instructions issued by Us or relevant manufacturer concerning the use of the Equipment, Services and the Network and co-operate with Our reasonable security and other checks (which may include Us making calls or sending communications to Subscribers);
- (d) only use Equipment or Customer Equipment or Approved Modem which is authorised by Us (such authorisation not to be unreasonably withheld) and is compatible for use on the Network and with a SIM;
- (e) inform Us upon becoming aware of any suspected or actual unauthorised use of the Services or Equipment and take all steps necessary, including any steps requested by Us, to prevent such use;
- (f) do not operate, permit or allow to operate, whether directly or through a third party, any Device to router or re-route voice, data or other Services on, from or to the Network, including without limitation any GSM Gateway, without Our express prior written consent;
- (g) comply with all licence terms required from time to time as notified to You by Us or any third-party provider in relation to the BT Software and Licensed Software;
- (h) do not use, nor knowingly allow the Equipment or Services to be used (in Our reasonable opinion):
- (i) for any unlawful or improper purpose or in such a manner that will or may impair the operation of the Network or Our provision of the Services to You or other Users;
  - (ii) in any way which causes annoyance, inconvenience or needless anxiety as set out in the Communications Act 2003, nor use the Network for persistently sending unsolicited communications without reasonable cause;
  - (iii) to send, store, communicate or knowingly receive content which is abusive, indecent, defamatory, obscene, menacing, unlawful or a nuisance; or
  - (iv) in any way that breaches the provisions of clauses 17 and 18 or contravenes the Intellectual Property Rights of Our Group or any third party.
- (v) knowingly engage in, assist or allow others to engage in Fraud;
- (i) not knowingly distribute malicious Software or permit the hacking or unauthorised modification of any Equipment or Software or the Network;
- (j) ensure that use of the Services by Your direct Subscribers is consistent and is at least commensurate with Your obligations and Our rights set out in the BT IoT Service Agreement;
- (k) comply with any applicable Fair Use Policy that We may issue from time to time; and
- (l) comply with all applicable regulatory provisions, laws, codes of conduct and guidelines

5.3 The Services may enable access to the internet, use of which is solely at Your risk. We have no control over and are not responsible or liable in any way for any content offered by third parties which can be accessed by using the Services. You agree that You retain responsibility for, and control of, content which is sent or passes over the Network.

5.4 Use of the Services and Equipment or any content accessed through them in a country other than the UK may be subject to different laws and regulations. You are responsible for ensuring compliance to such laws or regulations and We are not liable for any failure of You or Your Subscribers to do so.



- 5.5 You acknowledge and agree that We may monitor and record calls, content of Data or other communications including but not limited to those made to emergency Services and calls or other communications.
- 5.6 Use of the Services, Equipment and SIM is Your responsibility and You agree and acknowledge that irrespective of any Notice You may give Us shall not be liable for any losses incurred by You or anyone Connected to your receipt of the Services other than as agreed in the BT IoT Service Agreement.

### 6 Standard of Service

- 6.1 We will use Our reasonable endeavours to provide the Services and Equipment where technically and commercially possible within the range of the base stations that make up the Network, however We are unable to guarantee a continuous fault-free Service, and therefore You will not solely rely on the Services for critical Services and agree to implement an appropriate contingency plan.
- 6.2 You acknowledge that the Network design is an on-going process and the range of base stations that make up the Network may change from time to time, at Our discretion. The quality and availability of the Services is also subject to local geography, topography, atmospheric conditions and other physical or electromagnetic obstructions or interference, the number of people trying to access the Network in any particular location at that point in time, faults in another Network to which the Network is Connected and the compatibility of Equipment and/or Customer Equipment used.
- 6.3 You shall notify Us within 7 days of receipt if any Equipment or SIM has arrived damaged and/or is faulty or if an order has been incorrectly fulfilled.
- 6.4 If We have procured that You receive the benefit of a manufacturer's warranty, We will enforce those rights under any manufacturer's warranties for Your benefit on written Notice by You. All out of warranty replacements shall be charged to You at List Price or as set out in the Price Guide.
- 6.5 Replacement Equipment will be made with refurbished products of similar specification at Our discretion and may be subject to the original Equipment being returned.
- 6.6 We shall replace SIMs which are found to be defective within 12 months of delivery due to faulty materials or workmanship at no Charge. Our liability for a failed SIM within this period is limited to the cost of a replacement SIM. All other replacements of a SIM are subject to payment by You of a SIM Charge.
- 6.7 We warrant that any BT Software shall conform in all material respects to the manufacturer's specification for a period of 90 days from the date of delivery of the BT Software, provided that the BT Software is used in accordance with any such specification and that and liability for breach of this warranty will be to promptly repair or replace (at Our expense) the defective BT Software.
- 6.8 The above warranties are subject to compliance by You and other Subscribers in all material respects with all relevant licences, specifications, User manuals, any other User guidelines, and any manufacturer's conditions specified in the warranty.
- 6.9 The lifespan of a SIM or Equipment will be affected by the nature of its use and under no circumstances will the duration of the BT IoT Service Agreement imply any warranty or condition of satisfactory quality and fitness for a particular purpose, in relation to SIM or Equipment during such period. It is Your responsibility to ensure that the SIM and/or Equipment are used in accordance with the manufacturer's guidelines and that a SIM and Equipment are replaced accordingly or within the relevant periods referred to in clauses 9, 10.2 and 10.3 if earlier.
- 6.10 Except as expressly provided in the BT IoT Service Agreement, we make no warranty of any kind whether, express, implied, statutory or otherwise. We specifically disclaim all implied warranties, including any implied warranty of noninfringement, merchantability or fitness for a particular purpose to the maximum extent permitted by law.
- 6.11 Roaming relies on other Network operators, over which We have no control. Therefore, We do not offer any guarantees about the availability and quality of Services when Roaming.
- 6.12 We do not recommend Roaming for sustained periods in the same country because the third-party Network operator reserves the right to disconnect Subscriptions from their Network and We shall not be liable for any losses You may incur.
- 6.13 Your access to the Network and the quality of the Service You receive is subject to the Service specification described in either the Service Schedule or General Specification.
- 6.14 You acknowledge and agree that evolution of the BT Network is beneficial for all Users of the BT Network and the development of the United Kingdom economy and that BT has the right to decommission all or any parts of any of the Network (including any Network generation) without liability at any time. You should consider the evolution of the BT Network when procuring End-User Equipment.

### 7 Managing Subscriptions

- 7.1 We reserve the right at our discretion to Disconnect Inactive Subscriptions or to re-allocate these where You request New Subscriptions, to enable the proper management of Inactive Subscriptions during the term of the BT IoT Service Agreement. Before exercising Our rights under this clause, We will give You the opportunity to provide a justifiable reason for the Inactive Subscriptions to remain Connected to the Network.



- 7.2 Where an individual Subscription or group of associated Subscriptions have caused You to breach Your obligations under clause 5 (What You have to do), We may without liability Suspend the Services to that specific Subscription or group of associated Subscriptions, where practicable We shall use Our reasonable endeavours to notify You in advance of such Suspension to allow You the opportunity remedy the breach.
- 7.3 Where a regulatory authority requires the re-allocation or change of phone numbers, We reserve the right (without liability) to change the phone numbers allocated to You to access the Services but shall use Our reasonable endeavours to minimise the disruption caused.
- 7.4 It is Your responsibility to configure at Your own cost any virtual private Network in conjunction with the Services. We do not warrant that any virtual private Network not specifically approved for use by Us will be compatible with the Services and shall bear no liability for any such lack of compatibility.
- 7.5 You agree that the EU Data Landing Roaming Regulations shall not apply.
- 7.6 Number Porting Services (if applicable) will be set out in the Service Schedule or General Specification and if not included means that You agree that You do not require Us to provide Number Porting Services.

## 8 RISK AND TITLE

- 8.1 Subject to clause 8.2, title to any Equipment provided by Us on a Charged Basis passes to You once You have paid for such Equipment in full, and title to any Equipment provided by Us on a Funded Basis shall pass to You on delivery.
- 8.2 Unless otherwise agreed in writing, title and property in any SIM or Software shall remain vested in Us or the appropriate third party owner and You are hereby granted a licence to use any SIM only for accessing the Services through the Network during the term of the BT IoT Service Agreement.
- 8.3 All risks in any Equipment, SIM and Software pass to You on delivery and any Equipment, SIM or Software returned to Us shall be done so at Your risk until received by Us.
- 8.4 You must notify Us of non-delivery of goods and Services in writing within 7 days of receipt of the invoice or You shall be deemed to have accepted receipt of all goods and Services stated in the invoice.

## 9 SIM

- 9.1 The code on each SIM Card remains the property of EE and therefore legal ownership of the SIM Card remains with EE. Should the Reseller or a customer or end-user try to interrogate a SIM Card or reverse engineer the code, EE reserves the right to immediately Suspend the Service in part or in full. If the Reseller itself attempting to interrogate a SIM Card or reverse engineer the code, this would represent a Material Breach of this Agreement.
- 9.2 The SIM Card Profile and E-SIM Profile will be based on the same profile as used by platforms (Silicon Chip Type) used by EE. EE reserves the right to change the specification and processed of the SIM Card and E-SIM at its own discretion and cost.
- 9.3 You must start using a SIM within 90 days of delivery and shall replace a SIM as recommended by the SIM manufacturer or update the SIM profile when We notify You.
- 9.4 The SIM Profile will contain a preferred Roaming applet to steer reseller traffic according to EE's requirements when that reseller Customer is Roaming on a Network other than the EE Network in the United Kingdom.
- 9.5 EE reserves the right to perform over the air updates (or by any other mechanism), to add, amend or delete any file or application on any SIM.
- 9.6 SIM Card orders will be invoiced separately to normal monthly bills, Once an SIM Card order is placed and the order is dispatched an Invoice will be generated and uploaded to Mobile Manager.

## 10 Equipment

- 10.1 You must satisfy yourself that all Equipment is suitable for its intended purpose and requirements.
- 10.2 You must satisfy yourself that any Software (or relevant third party Software) that You use will be fully compatible and operate correctly with the Services through an Approved Modem or Equipment.
- 10.3 Equipment may be subject to additional terms (such as User manuals and in box documentation) which You accept by retaining and using such Equipment. If You do not consent to such additional terms, You must promptly cease using and return such Equipment.
- 10.4 You must inform Us immediately if You become aware of the loss, theft or damage of any Equipment or SIM, and shall remain liable for all Charges incurred by the use of any lost or stolen Equipment or SIM until reported to Us.
- 10.5 We may request in writing and You will replace, update or have access to the Equipment or SIM (including SIM profiles) as reasonably required to enhance or maintain the quality of Services or to update the BT Software and We accept no responsibility for any disruption to Service.
- 10.6 You acknowledge that You have carried out Your own investigations as to the suitability of any Customer Equipment used with the Equipment and SIM and that We have made no representations or warranties in relation to the suitability of the Equipment



for use with the Customer Equipment (or vice versa). You will ensure that any Customer Equipment is compatible with the SIM and the Network, adheres to any technical parameters and guidelines issued by Us from time to time, supports SIM Update Service, and is adequately protected against viruses.

- 10.7 We do not warrant the availability of any Equipment and may from time to time amend the range of Equipment available or withdraw particular Equipment from sale or supply a comparable replacement.
- 10.8 Any approvals given by Us in relation to Customer Equipment is not a warranty or representation that the Customer Equipment model or version will be suitable and You remain responsible for Customer Equipment in all respects.
- 10.9 Without prejudice to Our other rights of Suspension and termination under this Agreement, EE may immediately Suspend, disconnect or cease providing any Service to any Subscription using End-User Equipment or group of Devices that causes or is likely to cause any detrimental effect to the EE Network.
- 10.10 Any persistent use of End-User Equipment that causes or is likely to cause any detrimental effect to the EE Network or reseller's failure to cease and desist using such End-User Equipment when notified to do so by EE or failure to comply with the provisions of this paragraph 4 shall be deemed a material breach of this Agreement.
- 10.11 You will remain responsible and liable for all Subscriptions and associated Devices used to Connect to the EE Network. If You provide Us with the Device IMEI We will attempt to 'blacklist' the Device but no more than ten Devices per day.

### 11 If you do not comply with the Acceptable Use Policy or Compliance Obligations

- 11.1 If you do not comply with the Acceptable Use Policy or Compliance Obligations, you will be liable for any Claims, losses, costs or liabilities that We incur as a result.
- 11.2 We may, where there is a serious breach of the Acceptable Use Policy or Compliance Obligations, report you and provide your personal information, including Personal Data, to the relevant law enforcement agency.

### 12 When BT is not to blame

- 12.1 Subject to the occurrence of a Force Majeure Event, in which case Clause 29 applies, We will not be liable if BT fails to do something it is supposed to under the BT IoT Service Agreement (including not carrying out any of its responsibilities, carrying them out late or not meeting any Service Levels) to the extent Our failure is due to:
- (a) your failure to carry out any of your responsibilities under the Contract, or you carrying them out late, in which case you will pay Us for any reasonable costs We incur as a result of your failure;
  - (b) anyone other than Us, a BT Affiliates, subcontractors or suppliers doing something, or not doing something they need to do unless that BT Affiliate, subcontractor or supplier has invoked their force majeure rights under their Contract with Us; or
  - (c) restriction or prevention by Applicable Law, a court order, an application for interlocutory relief or injunction.

## Payments

### 13 Paying what you owe BT

- 13.1 You will pay and be responsible for the Charges, whether a Service is used by you or someone else. This includes all Charges resulting from unauthorised or fraudulent use.
- 13.2 Charges are usually set out in the Order Form but where not stated the relevant Price Guide for the Service(s) and/or Equipment will apply.
- 13.3 Unless otherwise specified, We will invoice You monthly in arrears but We may invoice Roaming Charges at a later in accordance with the reconciliation requirements of the other Network operators.
- 13.4 We will invoice you, and you will pay Us, in pounds sterling.
- 13.5 We will work out the Charges based on details that Our records or that are recorded for Us. If applicable to the Service, information on how We measure how much data you use is set out in the Price List.
- 13.6 If We issue an invoice online, We will email you when it has done so.
- 13.7 Unless you are disputing an invoice (see Clause 16), you will pay each invoice We send you within 28 days of the date on it. You will pay the full amount in cleared funds into Our bank Account, without any set-off, counterclaim, deduction or withholding.
- 13.8 BT may reduce the number of days within which you will pay each invoice from 28 days to five days, where:
- (a) you issue a profit warning; or



- (b) any Credit Agency reduces your credit rating, and We reasonably considers that this will affect your ability to pay invoices.
- 13.9 If you make a payment covering more than one invoice:
  - (a) you will tell Us which amounts to apply to which invoices; and
  - (b) if you do not tell Us, We may apply the payment to any unpaid invoices at its discretion.
- 13.10 Additional terms, prices and Charges as set out in a Price Guide, shall apply as stated in the Price Guide.
- 13.11 Charges do not include any Transaction Taxes. If We sends you a valid tax invoice, you will pay all of the Transaction Taxes due, including those We have paid or will pay that We are allowed, by Applicable Law, to pass on to you, and that Service providers normally pass on to their customers. BT will not Charge any Transaction Taxes on Services where you have already given Us a valid tax exemption certificate.
- 13.12 You will make any deductions for Withholding Tax from your payments to Us that are required by Applicable Law and pay such sums to the relevant taxing authority within the period for payment permitted by Applicable Law.
- 13.13 If you deduct Withholding Tax from your payments to Us, You will:
  - (a) gross up your payments to Us so that the net amount We receive is equal to the amount We would have received had there been no deduction or withholding; or
  - (b) indemnify Us for the amounts you have deducted from your payments to Us.
- 13.14 If We receive a Claim from a taxing authority alleging that it has not received Withholding Tax due on or in connection with payments from You to Us, You will indemnify Us for the amount of the Withholding Tax due together with any interest, fines and penalties relating to the late payment or non-payment of the Withholding Tax and any costs of defending the Claim against the taxing authority.
- 13.15 If you ask for any change to be made to the agreed billing arrangements for a Service, and that change results in additional Transaction Tax or Withholding Tax to Us or any BT Affiliates that they are unable to fully recover, then, regardless of what it may say elsewhere in this Contract, We may modify the Charges to reflect the impact of the change and you will pay Us any additional amounts due.

#### 14 Minimum Spend and Early Termination Charges

- 14.1 You agree that Charges and Pricing are offered and based on Your acceptance of the Minimum Spend and Early Termination Charges which You agree are fair and do not represent a penalty.
- 14.2 You agree that any agreed Minimum Spend and Early Termination Charges will survive expiry or termination of the Mobile Service Agreement.
- 14.3 You acknowledge, having regard to the overall commercial deal, that an Early Termination Charge represents a genuine pre-estimate of the loss suffered by Us due to early termination and that the Termination Fees do not represent a penalty or prevent You from terminating a Service early.
- 14.4 If a BT IoT Service Agreement is terminated, We may Charge You the greater of either any amount of the Minimum Spend yet to be invoiced or the aggregate amount of Early Termination Charges that would be chargeable.

#### 15 What happens if you do not pay BT

- 15.1 If you do not pay an invoice by the date it is due and you are not disputing the invoice, in accordance with Clause 16, We may:
  - (a) Charge you either:
    - (i) a late payment Charge, which will be described in the relevant Schedule, Annex, Order or BT Price List; or
    - (ii) interest on the unpaid amount at the annual rate of 4 per cent above the Bank of England's base lending rate at the date of calculation, or at the maximum rate allowed by Applicable Law, whichever is less. The interest will build up and be compounded each day, from the date the invoice was due to the date you pay Us; and
  - (b) restrict or Suspend any Service.
  - (c) We may refuse to deliver any SIMs ordered by You during the Notice period of any breach of the BT IoT Service Agreement.
- 15.2 You will pay Us any reasonable costs that we incur when recovering any amount you owe Us, including debt collection agency and legal costs.

#### 16 Disputing an invoice

- 16.1 If You do not agree with something in an invoice We send you before you have made payment, you will give Us Notice within 28 days after the date of the invoice.



- 16.2 If You do not agree with something in an invoice We send You after You have made payment, you will give Us Notice of that dispute within six months after the date of the invoice.
- 16.3 You will always pay the undisputed amount of an invoice, and any disputed amount that is less than 5 per cent of the total invoice.
- 16.4 You will pay the amount we both finally agree on within seven days of both of us agreeing it.
- 16.5 We may still Charge You a late payment Charge or interest.

## Protecting Information

### 17 Intellectual Property Rights

- 17.1 Intellectual Property Rights will carry on being their original owner's property whether the rights existed before the BT IoT Service Agreement or came after it.
- 17.2 If We provide You with Software so You can use a Service, We give you a non-transferable (without the right to sub-licence) and non-exclusive licence to use the Software only for the purposes and in the manner set out in the Schedule. As well as any terms of the Contract, You will also comply with any third party terms that We make known to You that apply to the use of the Software or Service.
- 17.3 If You do not accept the licence terms relating to the Licensed Software, You shall not use the relevant feature of the Service to which the Licensed Software relates and We shall not be required to deliver the relevant Service. You shall indemnify Us and keep Us indemnified in full and on demand for any Claim or for any losses incurred or suffered by Us (including any legal costs) arising from any failure of You to comply with the terms of the Licensed Software or BT Software.
- 17.4 The licence granted under the BT IoT Service Agreement to use BT Software may be terminated if You dispute the ownership of any Intellectual Property Rights under the BT IoT Service Agreement, fail to comply with any term of the BT IoT Service Agreement or if the continued use or possession of the BT Software infringes the rights of any third party.
- 17.5 You will not, and will ensure that your Subscriber do not, copy, decompile, modify or reverse engineer any Software, or let anyone else do that, unless it is allowed by law or We have given you permission in writing.
- 17.6 You do not have the right to use Our Trade Marks unless we have given our express permission set out in a Service Schedule of General Specification
- 17.7 You will:
- (a) not use the Trade Marks other than in accordance with a Service Schedule, General Specification or in accordance with our written agreement
  - (b) not use the Trade Marks as part of, any corporate, domain or business name
  - (c) not use the Trade Marks (or parts of the Trade Marks) as the display URL or email address in any search engine or in any online marketing campaigns and will not bid on keywords that are identical or similar to any Trade Marks or that would trigger advertising to appear against such Trade Mark. Any such unauthorised use of the Trade Marks, or other Trade Mark will constitute an infringement of Our Trade Mark rights.
  - (d) not use or register any trade mark, design, domain name or logo which is identical or confusingly similar to any Trade Marks owned by Us
  - (e) not assign the right to use or otherwise authorise any third parties to use the Trade Marks other than pursuant to this Agreement
  - (f) not take or authorise any action which might jeopardise or invalidate Our Trade Marks or Intellectual Property Rights
  - (g) promptly change any literature, or other materials, produced by You or on its behalf, which We believe is detrimental to the validity or reputation of the Trade Marks or which misuses the Trade Marks
  - (h) not use the Trade Marks in such a manner as to mislead or misrepresent, or in a manner which has caused or is likely to cause damage to Our goodwill and/or reputation or which has caused or is likely to cause damage to the distinctiveness or validity of the Trade Marks
  - (i) accept that rights to the Trade Marks (and the goodwill attaching to it) shall remain Our absolute property and You shall acquire no rights, title or interest in the Trade Marks (or goodwill attaching to them) other than those rights explicitly granted in this Agreement
  - (j) Only provide the Trial Services under the Trade Marks
  - (k) do all such things and execute (at Our reasonable expense) such documentation as We may require in relation to your use of Our Intellectual Property Rights
  - (l) immediately inform Us of any actual or threatened infringement of Our Trade Marks or other Intellectual Property Rights of which it becomes aware and assist Us in maintaining the validity and enforceability of Our Intellectual Property Rights
- 17.8 You will indemnify EE against any Claims, actions, losses, damages, liability, costs and expenses (including reasonable professional fees) arising from any modification to, or use outside of the terms of this Mobile Service Agreement relating to, Our Trade Marks, or any of Our Intellectual Property Rights including any action taken by Us.





- 17.9 We may choose to replace or modify any of Our Trade Marks or Intellectual Property Rights if We think, that they infringe, or may infringe, any third-party Intellectual Property Rights.
- 17.10 We shall not be liable to you for any losses, howsoever incurred, in relation to Your use of Our Trade Mark or Intellectual Property Rights and Your sole remedy is to cease using the Trade Marks immediately
- 17.11 We shall have the right to terminate immediately the permission to use the Trade Marks by written Notice to You in any of the following circumstances:
- (a) You have committed a continuing breach of the above terms of use
  - (b) a Government or court action in the United Kingdom or the European Union requires Us, or You to discontinue use of the Trade Marks or any element thereof
  - (c) in Our sole opinion, You have used the Trade Marks in a manner which has caused or is likely to cause damage to Our goodwill and/or reputation or which has caused or is likely to cause damage to the distinctiveness or validity of the Trade Marks
  - (d) You have used the Trade Marks in any manner or in relation to anything outside the terms of Mobile Service Agreement
- 17.12 We shall have the unfettered right and at our discretion, without reason, to terminate the right to use Our Trade Marks in connection by giving 30 (thirty) days written Notice to You.
- 17.13 If Your use of any Service infringes, or allegedly infringes, someone else's Intellectual Property Rights, We 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.
- 17.14 The indemnity in Clause 17.8 will not apply to any part of a Claim that results from or is Connected with:
- (a) your use of any of the Services with equipment, Software or another Service We have not supplied;
  - (b) you modifying the Services without Our permission;
  - (c) any content, designs or specifications that have not been supplied by Us or on Our behalf; or (d) you using any of the Services in a way We have not agreed.
- 17.15 You will indemnify Us for any Claims, losses, costs or liabilities brought against Us that results from or is Connected with:
- (a) your use of a Service with equipment, Software or another Service We have not supplied;
  - (b) you modifying a Service, without Our permission;
  - (c) any content, designs or specifications that have not been supplied by Us or on Our behalf; or (d) you using any of the Services in a way not permitted by this Contract.
- 17.16 You will stop any activity that led to the Claim against Us as soon as We give You Notice or you become aware, or should reasonably have become aware, that your activity was causing a Claim against Us.
- 17.17 If using a Service leads to a Claim against you as described in Clause 17.8, or We believe it is likely to lead to one, We may, at Our expense:
- (a) get you the right to carry on using the Service; or
  - (b) modify or replace the relevant parts of the Service so that using the Service no longer infringes someone else's Intellectual Property Rights, as long as the performance of the relevant parts of the Service is not materially affected.
- 17.18 The indemnity under Clause 17.8 and the actions in Clause 17.17 are the only remedies you will have for Claims that your use of the Service infringes someone else's Intellectual Property Rights.

## 18 Keeping things confidential

- 18.1 Each party undertakes that it shall not at any time during the BT IoT Service Agreement, and for a period of three years after termination of the BT IoT Service Agreement, disclose to any person the terms of the BT IoT Service Agreement or any Confidential Information concerning the business, affairs, customers or suppliers of the other party or its Group, except as permitted by clause 20.2.
- 18.2 Disclosure of Confidential Information is permitted:
- (a) by each party to such of its employees, officers, representatives, advisers, contractors and suppliers who need to know such information for the purposes of the implementation and/or performance of the BT IoT Service Agreement, provided always that the disclosing party ensures such recipients comply with this clause 20;
  - (b) as may be required by law, court order or any governmental or regulatory authority;
  - (c) by Us to any debt collection agency, credit reference agency, credit or Fraud monitoring scheme, security agency or credit provider of any information relating to Your Account and performance under the BT IoT Service Agreement, and to any member of Our Group, for Fraud prevention, credit checks, debt recovery, crime and money laundering prevention and Account management;
  - (d) by Us as may be permitted pursuant to Data Protection Legislation;
  - (e) with the consent of the disclosing party; and/or
  - (f) to the extent that information has come into the public domain through no fault of the receiving party.



18.3 You shall on behalf of Yourself and Subscribers be responsible for keeping the information confidential.

## 19 Data Protection

- 19.1 The Parties acknowledge and agree that:
- (a) If You are the Controller of Personal Data and to the extent that We Process Personal Data We will do so acting as Processor on behalf of You in order to perform the Services;
  - (b) If a Subscriber that benefits from Your access to the Network is the Controller of Personal Data You will procure that You are appointed as a Processor and will acquire and maintain the right to appoint Us as Processor of the Personal Data subject to the terms of this Clause 21;
  - (c) We are the Controller of Call Data Records. You will have no access to the Call Data Records except where it forms part of the Billing Data; and
  - (d) Both Parties are each Controllers of Billing Data and each party shall be responsible with complying with Data Protection Legislation in respect of its own Processing of Billing Data, including where such Processing requires a transfer to a country or Territory outside the European Economic Area.
- 19.2 Network design and management requires the presence and identification of a MSISDN to allow access and use of a Network by a Subscriber, and therefore, a Subscribers request to Connect and access the Network is deemed acceptance and implied consent to this principle and You warrant that You will not permit access to the Services contrary to this principle.
- 19.3 You acknowledge and agree that, for Us to provide the Services, Call Data Records may be used, managed, accessed, transferred or held on systems, Networks and facilities worldwide.
- 19.4 Notwithstanding any other provision in the BT IoT Service Agreement, for Us to provide the Services, Personal Data may be:
- (a) used, managed, accessed, transferred or held on a variety of systems, Networks and facilities (including databases) worldwide; or
  - (b) transferred by Us worldwide to the extent necessary to allow Us to fulfil Our obligations under the BT IoT Service Agreement and You appoint Us to perform each transfer to provide the Services provided that We will rely on appropriate transfer mechanisms permitted by Data Protection Legislation, including:
    - (i) BT Group's Binding Corporate Rules (for transfers among BT Group);
    - (ii) agreements incorporating appropriate data protection clauses; (iii) All Applicable Law
  - (c) Where We act as a Controller:
    - (i) We may collect, Process, use or share Personal Data with BT Group and Sub-Processors, within or outside the country of origin to administer, track and fulfil provision of the Services;
    - (ii) implement the Services;
    - (iii) manage and protect the security and resilience of any BT Equipment, the Network and the Services;
    - (iv) manage, track and resolve incidents with the Services as set out in the BT IoT Service Agreement;
    - (v) administer access to online portals relating to the Services;
    - (vi) compile, dispatch and manage the payment of invoices;
    - (vii) manage the BT IoT Service Agreement and resolve any disputes relating to it; (viii) respond to general queries relating to the Services; and
  - (ix) comply with Applicable Law;
  - (d) We will Process the Personal Data in accordance with applicable Data Protection Legislation, as set out in the BT Privacy Policy and, where applicable, BT Group's Binding Corporate Rules; and
  - (e) We may, from time to time, contact You, or other Network, IT or procurement manager involved in the procurement or management of the Services, to provide additional information concerning the Services, or other similar Services.
- 19.5 Where We act as a Processor:
- (a) the subject-matter, duration, nature and purpose of the Processing, the type of Personal Data and categories of Data Subjects will be set out in the Online Data Processing Record");
  - (b) in order to perform Our obligations under the Agreement, We will:
    - (i) Process the Personal Data on behalf of You in accordance with Your documented instructions, except where:
    - (ii) Applicable Law requires Us to Process the Personal Data otherwise, in which case, We will notify You of that requirement before Processing, unless to do so would be contrary to that Applicable Law on important grounds of public interest;



- (iii) in Our reasonable opinion an additional instruction or a change to the instructions provided by infringes the Data Protection Legislation and We will inform You of Our opinion without undue delay and will not be required to comply with that instruction;
- (iv) to protect Personal Data against a Personal Data Breach, implement technical and organisational security measures, that are appropriate to the risk represented by Our Processing and the nature of the Personal Data being Processed;
- (v) provide Notice to You without undue delay after becoming aware of a Personal Data Breach affecting the Personal Data;
- (vi) only use the Sub-Processors approved by You by entering into the BT IoT Service Agreement; and
- (vii) assist You in Our compliance with the Data Protection Legislation, taking into Account the nature of the Processing of the Personal Data and the information available to Us, relating to, Our obligation to respond to lawful requests from a Data Subject, to the extent practicable, the security of the Processing of the Personal Data, notification of a Personal Data Breach affecting the Personal Data to the Supervisory Authority or the Data Subjects and a data protection impact assessment;



- (c) You will reimburse Our reasonable costs for this assistance where a Personal Data Breach affecting the Personal Data occurred as a direct result of a breach of Our obligations unless Applicable Law requires Us to store a copy of the Personal Data, upon expiry or termination of the BT IoT Service Agreement and at Your option, We will delete or return the Personal Data within a reasonable period and You will reimburse Our reasonable costs for this deletion or return of the Personal Data;
  - (d) We will make available to You the information demonstrating Our compliance with Our obligations set out in this clause, and, subject to 30 days' Notice from You, allow for and reasonably cooperate with You (or a third-party auditor appointed by You) to audit this compliance at reasonable intervals (but not more than once per year):
    - (i) the audit will not disrupt Our business, be conducted during business hours, not interfere with the interests of Our other customers or cause Us to breach Our confidentiality obligations with Our other customers, suppliers or any other organisation and not exceed a period of two successive days;
    - (ii) You (or Your third-party auditor) will comply with Our relevant security policies and appropriate confidentiality obligations.
    - (iii) You will reimburse Our reasonable costs associated with the audit and, where We conduct an audit of Our Sub-Processors to demonstrate Our compliance with Our obligations, those of Our Sub-Processors.
  - (e) We may demonstrate Our compliance with Our obligations by adhering to an approved code of conduct, by obtaining an approved certification or by providing You with an audit report issued by an independent third-party auditor (provided that You will comply with appropriate confidentiality obligations and not use this audit report for any other purpose) and for the avoidance of doubt You may disclose this audit report to End-Subscribers and Resellers provided You do so subject the same terms and conditions;
  - (f) We will not disclose Personal Data to a third party unless required for the performance of the Services, permitted under the BT IoT Service Agreement or otherwise required by Applicable Law;
  - (g) We will ensure that persons authorised by Us to Process the Personal Data will be bound by a duty of confidentiality;
  - (h) We may use Sub-Processors and will ensure that data protection obligations in respect of Processing Personal Data will be imposed on any Sub-Processors;
  - (i) We will inform You of proposed changes to Our Sub-Processors from time to time, either by providing You with online access to intended changes at [www.bt.com/terms](http://www.bt.com/terms), or by such other means as We may determine and:
    - (i) if You do not object to the proposed change within 30 days of the date of this Notice, You will be deemed to have authorised the use of the new Sub-Processors;
    - (ii) You may object to the use of a new Sub-Processor by giving Notice in writing documenting material and substantiated concerns that the Sub-Processor will not be able to comply with the Data Protection Legislation; and
    - (iii) if such Notice is received within the time required by this Clause, the parties will address Your objection in accordance with the dispute resolution process and We may use the relevant Sub-Processor to provide the Service until the objection is resolved;
  - (j) the BT IoT Service Agreement contains Your complete instructions to Us for the Processing of Personal Data and any additional instructions or changes to the instructions will be incorporated into the BT IoT Service Agreement to take Account of any resulting change in the Charges or the Services;
  - (k) You will comply with applicable Data Protection Legislation and will fulfil all the requirements necessary for the provision of the Services by Us, including providing any notifications and obtaining any regulatory approvals or consents required when sharing Personal Data with Us; and
  - (l) You will only disclose to Us Personal Data that We require to perform Services.
- 19.6 Where permitted by Applicable Law:
- (a) a Party in breach of the Data Protection Legislation or this clause 20 will be liable to the other for any losses, costs and liabilities (including those arising from Claims) incurred or suffered by the other Party where those losses, costs and liabilities are caused by, or in connection with, that breach including where the Parties are jointly and severally liable; and
  - (b) where the Parties are jointly and severally liable for a Claim caused by Processing neither Party will make any payment or any offer of payment to any Data Subject (including third parties acting on behalf of any Data Subject) in response to any complaint or Claim for compensation caused by or relating to the Processing of Personal Data, without the prior written agreement of the other Party.
- 19.7 Where each Party acts as a Controller in relation to the Processing of Personal Data under the Agreement, the Parties will not act as joint Controllers for the purposes of Article 26 of the GDPR in relation to such Processing.
- 19.8 You shall not, sub-contract, sub-licence or otherwise delegate the processing of any Personal Data in relation to the Services to any other mobile Network operator without Our prior written consent.



- 19.9 If We propose amendments to the BT IoT Service Agreement to reflect changes to Our security measures, policies and processes to enable Us to comply with the Data Protection Legislation, You will act reasonably and in good faith to negotiate those amendments in a timely manner with Us.
- 19.10 Nothing shall prevent either party from using information relating to a Subscriber that benefits from the Services on an anonymised basis for creating statistical reports or Services, forecasting, monitoring, analysis and, additionally in Our case, operation of Network and improvement of the Services. For the avoidance of doubt, We are prohibited from using any Personal Data for any commercial purposes other than those specified in this BT IoT Service Agreement.
- 19.11 Subject to Data Protection Legislation, each Party shall provide reasonable notification to the other if it detects activity which, in its opinion, may indicate fraudulent use of the Services or the Network. Nothing shall oblige Us to actively monitor fraudulent use of the Service.

## 20 Targeted Intercept & Disclosure

- 20.1 Obligations in relation to targeted interception and the acquisition of communications data within the UK are set out in the Investigatory Powers Act 2016 Part 2 and Part 3 respectively, (hereafter "**IPA**"). Data retention obligations are set out in Part 4 of the IPA. The rights and obligations of You and Us set out in the BT IoT Service Agreement are without prejudice to any of the statutory obligations of You or Us as telecommunications operator within the UK.
- 20.2 We shall retain CDRs in line with Our data retention policy for the purposes described in its statutory obligations, including Ofcom General Condition C3 and Data Protection Legislation.
- 20.3 Where We cannot directly access Subscriber or other relevant data needed to fulfil a Lawful Intercept and Disclosure request made to Us which You or your customers hold or have access to, You will assist us in making suitable arrangements to ensure these legal obligations are met.

## Ending a Service or the Contract

### 21 When BT may restrict or Suspend a Service

- 21.1 We may restrict or Suspend any Service:
  - (a) if We need to do Maintenance;
  - (b) to implement a change to the EE Network;
  - (c) if You do not pay Us on time and in the way described in Clause 13.7; and
  - (d) upon instruction by emergency Services or any government, regulatory or appropriate authority;
  - (e) where necessary to safeguard the integrity and security of the Network (including concentrated outgoing requests for Connection in a short period of time) or to reduce Fraud; or
  - (f) where We have the right to terminate pursuant to clauses 14 and 22.
  - (g) if We reasonably believes:
    - (i) you have not complied with the Acceptable Use Policy or Compliance Obligations; or (ii) it needs to in order to protect the integrity or
- 21.2 If We restrict or Suspend a Service because of the reasons in Clauses 21.1(c) or 21.1(g):
  - (a) you will still have to pay the Charges that are payable for the Service until the Service ends; and
  - (b) We may apply a Charge to start the Service again.
- 21.3 If We decide to restrict or Suspend a Service for any of the above reasons, it will let you know beforehand as soon as it reasonably can.

### 22 Cancelling an Order before the Service Start Date

- 22.1 You may cancel an Order by giving Us Notice, as long as the Notice reaches Us before the Service Start Date.
- 22.2 If you cancel an Order in accordance with Clause 22.1, then:
  - (a) if the cancellation has any impact on volume commitments or otherwise affects the agreed Charges, We may amend the Charges to reflect this; and
  - (b) you will pay Us the Cancellation Charges that are described in the Schedule. If there are no Cancellation Charges in the Schedule, but We have incurred any costs in order to get ready to provide your Service, including Cancellation Charges from one of Our subcontractors or suppliers or other costs payable to a third party, you will pay Us those costs that are.



### 23 If either of us want to terminate the BT IoT Service Agreement or a Service

- 23.1 Either of us may at any time on or after the relevant Service Start Date terminate the BT IoT Service Agreement or a Service, in whole or in part by giving Notice in accordance with Clause 23.2 and we will each have to pay the other the amounts set out in Clause 27.
- 23.2 The required Notice period for terminating under Clause 23.1 is:
- (a) as set out in Part A of the Service Schedule; or
  - (b) 90 days if it is not set out in the Service Schedule,
- 23.3 As long as you pay the amounts set out in Clause 27 you may, if We agree, give Us Notice as set out in Clause 23.1 with either:
- (a) a shorter Notice period than as set out Clause 23.2; or (b) with no advance Notice period.

### 24 Terminating the BT IoT Service Agreement when something has gone wrong

- 24.1 Either of us may terminate the BT IoT Service Agreement in whole or in part or an affected Service straightaway by giving the other party Notice to terminate if:
- (a) the other party materially breaches the BT IoT Service Agreement and, where it is possible, they do not put the situation right within 30 days after Notice of their breach;
  - (b) the other materially breaches the BT IoT Service Agreement and the situation cannot be put right; or
  - (c) an Insolvency Event applies to the other, and we will each have to pay the other the amounts referred to in Clause 27.

### 25 Terminating the BT IoT Service Agreement if there is an event beyond either of our control

- 25.1 If a Force Majeure Event means a Service is completely and continuously unavailable for more than 30 consecutive calendar days, either of us may terminate a Service straightaway by giving the other Notice, as long as the Force Majeure Event is still having an effect when the Notice is received, and we will each have to pay the other the amounts referred to in Clause 27.
- 25.2 If the Force Majeure Event has ceased before any Notice to terminate is received by one of us, the right set out in Clause 25.1 will end and the Notice will have no effect.

### 26 What happens when the BT IoT Service Agreement is terminated

- 26.1 If the BT IoT Service Agreement, a Service or any Order is cancelled, terminated or expires, for any reason, it will not affect any rights that either of us have up to that point.
- 26.2 Upon termination of the BT IoT Service Agreement (in whole or in part) for any reason, the following shall apply (and where terminated in part, shall apply to that part) subject to clause 16.2:
- (a) the parties will pay all Charges due and payable to each other (including any applicable Termination Fees or Minimum Spend whichever is greater) and any unused Credits shall be offset by Us against the Charges with any remainder forfeited;
  - (b) We shall no longer supply and You shall immediately cease Connecting Subscribers and using the Services (except Software embedded in Equipment to which You have title) and Your Subscriptions will be Disconnected; and
  - (c) the parties must promptly on request return or destroy all Confidential Information and also return any property belonging to the other (and where requested provide written confirmation of this).
- 26.3 Notwithstanding the above, where all or part of the BT IoT Service Agreement has been terminated:
- (a) by You pursuant to clause 24.1(a) (material or persistent breach), clause 24.1(c) (insolvency), or
  - (b) by You pursuant to clause 37.5 (variations), or
  - (c) by Us pursuant to clause 21.3 (Service Withdrawal); or
  - (d) by either party pursuant to clause 29 (force majeure)
- You will only be obliged to pay the Charges (including any Minimum Spend or Minimum Connection Period) pro-rated up until the date of termination and any Credit shall be refunded by You to Us on a pro-rated basis after the date of termination.
- 26.4 if You terminate You agree to give Us a right of refusal to negotiate an extension or new BT IoT Service Agreement before engaging in negotiations with an alternative supplier.
- 26.5 Following termination You agree to (i) return all Equipment on a without Charge basis in good condition or (ii) pay to Us the cost price (minus any agreed depreciation) for such Equipment within 30 days of Our written request.
- 26.6 We will provide reasonable assistance to You in accordance with standard telecommunications industry practice in relation to any transfer of Services to another telecommunications operator.
- 26.7 Termination or expiry of the BT IoT Service Agreement (or any part of it) will not affect either party's accrued rights or liabilities and provisions of the BT IoT Service Agreement which are intended by their nature to survive termination, together with any other provisions necessary for their enforcement or interpretation.

### 27 What we both need to pay when the BT IoT Service Agreement is terminated



- 27.1 If:
- (a) the Contract, any Service or any Order is cancelled, terminated or expires for any reason, including termination under Clause 25.1, each of us will immediately pay the other any money and interest that is due on the date of termination;
  - (b) the Contract, in whole or in part, or any affected Service is terminated in accordance with Clause 24.1(b), the party terminating may alternatively set off any amounts due under this BT IoT Service Agreement or any other Contract between the parties.
- 27.2 If you terminate the BT IoT Service Agreement in whole or in part or any Service using your rights set out in Clause 23, you will pay BT:
- (a) the Termination Charges; and
  - (b) all Charges for Services that are or would have been performed during the Notice period set out in Clause 23.2, whether or not the Notice period is actually given.

## If Something Goes Wrong

### 28 How far each of us can be held responsible

- 28.1 The BT IoT Service Agreement excludes, as far as the law allows, any warranties, conditions or other terms that might be implied by statute or common law.
- 28.2 Nothing in the BT IoT Service Agreement excludes or limits the liability of either of us for:
- (a) death or personal injury caused by either of us being negligent;
  - (b) Fraud or fraudulent misrepresentation; or
  - (c) any other liability that cannot be excluded or limited under Applicable Law.
  - (d) Your obligation to pay the Charges; or
  - (e) the indemnity in clause 17.5
  - (f) any loss incurred relating to damage to the Network or to any equipment owned by Us caused by You.
- 28.3 Other than for those matters set out in Clause 28.2, neither of us will be held liable, regardless of how that liability arose, under or in connection with the Contract, and whether in Contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution, or in any other way, for:
- (a) any of the following losses, no matter if those losses are direct or indirect:
    - (i) loss of profit, revenue or anticipated savings;
    - (ii) loss of business or Contracts;
    - (iii) loss of goodwill;
    - (iv) loss from wasted expenditure, wasted time, production or business interruption;
    - (v) loss, destruction or corruption of data;
    - (vi) liability to any third parties unless a Clause in the BT IoT Service Agreement says something different; and
    - (vii) any special, indirect or consequential loss or damage.
- 28.4 Other than for those matters set out in Clause 28.2 and Clause 28.5, in relation to each Service, the total liability of either of us, regardless of how that liability arose, and regardless of the number of Claims, under or in connection with the Contract, and whether in Contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution, or in any other way, will be limited to the greater of:
- (a) £100,000; and
  - (b) an amount equal to:
    - (i) where the first incident occurs in the first 12 months of the Contract, the Charges that were paid or payable by you, or would have been paid or payable by you had the incident not occurred, for the first 12 months from the Effective Date; or
    - (ii) where the first incident occurs at any other time, the mean of the monthly Charges that were paid or payable by you, from the Effective Date to the date when the first incident occurred, multiplied by 12.
  - (c) Our total liability for any single Claim for damages to tangible property brought by You will not exceed £3,000 unless We install the Equipment on Site, in which case the aggregate liability will not exceed £50,000.
- 28.5 Your obligations to:
- (a) pay any Charges due under the BT IoT Service Agreement including any interest payable under Clause 15.1(a)(ii) and any taxes due in connection with the Charges, together with any interest, fines and penalties payable due to your failure to correctly withhold and pay taxes where applicable;
  - (b) refund any Service Credits; or
  - (c) pay any Termination Charges, are in addition to and will not be counted towards the limitations set out in Clause 28.4.



- 28.6 You agree to indemnify Us against any liability, damages, expenses or losses arising out of any actions, demands, proceedings or Claims made against Us by a third party such as Subscribers arising out of Your mis-use of the Services, Equipment or SIMs.
- 28.7 If We fail to meet a Service Level and this means that you are entitled to Service Credits, the only remedy available to you for that failure will be to receive those Service Credits, except when We failure amounts to material breach of the Contract, in which case, We will take the value of any Service Credits given from any amount agreed as payable by Us or awarded by a court of competent jurisdiction.
- 28.8 We recommend that you obtain business continuity (or other) insurance that is appropriate for the nature of your business, just in case something goes wrong.
- 28.9 Provided We has complied with Our obligation, BT will not be held responsible for any loss or damage caused by unauthorised access to any part of the EE Network.
- 28.10 You will give Us written Notice of any Claim arising out of a breach of this BT IoT Service Agreement no later than six (6) months from when You first became aware or ought to reasonably have become aware. Failure to notify Us of a Claim within this period shall constitute a waiver by You of any right, action or Claim in respect of such breach.

## 29 Force Majeure Events

- 29.1 If there is a Force Majeure Event the party whose performance is affected by the Force Majeure Event will:
  - (a) take all reasonable steps to find a solution by which the BT IoT Service Agreement may be performed despite the continuance of the Force Majeure Event;
  - (b) inform the other party as soon as it reasonably can on the nature and extent of the Force Majeure Event affecting the Service and the reasonable steps which are being taken to find a solution by which the BT IoT Service Agreement may be performed despite the continuance of the Force Majeure Event;
  - (c) not be liable for failing to do something they should have done, or for not doing it completely or on time to the extent this is caused by the Force Majeure Event;
  - (d) get a reasonable amount of extra time to perform the obligation that is affected by the Force Majeure Event; and
  - (e) still be liable for any breaches of BT IoT Service Agreement prior to the Force Majeure Event where the other party has used their rights set out in Clause 24.
- 29.2 Nothing in this Clause 29 affects your obligation to pay Us any amounts payable under the BT IoT Service Agreement on time and in the way described in Clause 13.7.

## 30 Settling disputes

- 30.1 We will both do what we reasonably can to settle any dispute or Claim that occurs under or in relation to this Contract, and to avoid having to get the courts or regulatory authorities involved.
- 30.2 We will both use the following dispute resolution process:
  - (a) whichever of us is affected will provide Notice of the complaint that clearly sets out the full facts and includes relevant supporting documents;
  - (b) we will both use reasonable endeavours to settle the dispute within 14 days of getting the complaint and will make sure to give regular updates to the other during the 14 days;
  - (c) if the dispute is not settled after 14 days (or any other period agreed by both of us in writing), the dispute can be escalated to a senior executive of either of us (someone at vice president level or above); and
  - (d) if the dispute still is not settled 14 days after it is escalated, we will both consider mediation as set out in Clause 30.3.
- 30.3 After complying with Clause 30.2, either of us may, by giving Notice to the other, propose a mediator, in which case:
  - (a) unless we both agree to another date, the other party will either confirm their acceptance of the mediator or propose another mediator within 15 days of the date of the Notice;
  - (b) if both parties cannot agree on the choice of mediator within a further 15 days, the mediator will be appointed by the London Court of International Arbitration or an equivalent independent body; (c) unless we both agree otherwise, any mediation will happen in London, in English; and (d) unless we both agree otherwise, we will both share the costs of mediation equally.
- 30.4 Nothing in this Clause 30 stops either of us:
  - (a) seeking interlocutory or other immediate relief if one of us is at risk of imminent harm, unless something in the BT IoT Service Agreement already provides an adequate remedy;
  - (b) going to a court of competent jurisdiction if either of us considers it reasonable; or (c) doing anything else this BT IoT Service Agreement lets us do.





## Everything Else

### 31 Sending Notices under the Contract

- 31.1 If one of us needs to give the other Notice, they will do it in writing, in English and:
- (a) send it by email;
  - (b) deliver it by hand; or
  - (c) send it by first class post, recorded delivery or courier.
- 31.2 Notices need to be sent to:
- (a) the recipient's current registered address; or
  - (b) any other address or email address the recipient gives in a Notice to the sender.
- 31.3 If either of our contact details change, we will both tell the other straightaway by giving Notice.
- 31.4 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:
- (a) the recipient acknowledges it by manual reply or an automatic read receipt, if it is an email;
  - (b) 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
  - (c) is three days after posting, if it is sent by first-class post or recorded delivery.

### 32 Transferring to another party

- 32.1 Either of us may assign the benefit of the BT IoT Service Agreement to an Affiliate by giving the other Notice, but if either of us chooses to assign the benefit of the BT IoT Service Agreement to an entity that is not an Affiliate, they need to get the other's permission in writing beforehand.
- 32.2 We may subcontract any of its responsibilities under the BT IoT Service Agreement to another entity, including to a BT Affiliate, but if it does, it will still be responsible to you under the Contract.
- 32.3 If We subcontract the performance of any of its rights or obligations to a BT Affiliate as described in Clause 32.2, you will, once you receive Notice from Us, deal directly with the BT Affiliate for ordering, provisioning or maintaining the Services.
- 32.4 By giving You Notice, We can novate the Contract, a Service or an Order to a BT Affiliate. If We do, all Our rights, responsibilities and liabilities will transfer to the BT Affiliate and you will need to deal with the BT Affiliate instead of Us as We will no longer be a party to the BT IoT Service Agreement in relation to the relevant Service.
- 32.5 An Affiliate of either of us, may enter into a separate Contract with an Affiliate of the other, which will incorporate these General Terms and the relevant Schedules ("**Affiliate Contract**").
- 32.6 Either of us can assign or transfer our right to collect payments, receivables or other assets arising as a result of the Contract.

### 33 Third parties' rights

- 33.1 A person who is not a party to the BT IoT Service Agreement 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.

### 34 No partnership or agency arrangement

- 34.1 Unless a Clause in the BT IoT Service Agreement says something different, the BT IoT Service Agreement does not:
- 34.2 set up any partnership, exclusive arrangement or joint venture between us;
  - 34.3 make one of us the agent of the other; or
  - 34.4 authorise either of us to enter any commitments for, or on the behalf of, the other.

### 35 No waiver

- 35.1 If either of us does not do, or delays doing, something that this BT IoT Service Agreement allows, they will not have waived their right to do it, unless the BT IoT Service Agreement says something different.

### 36 What happens if part of the BT IoT Service Agreement is illegal, invalid or unenforceable

- 36.1 If any court of competent jurisdiction finds that any part of the BT IoT Service Agreement is illegal, invalid or unenforceable, that part will be considered removed, but no other part of the BT IoT Service Agreement will be affected.
- 36.2 If any illegal, invalid or unenforceable part of the BT IoT Service Agreement would be legal, valid or enforceable if part of it were removed, we both will negotiate in good faith to change the BT IoT Service Agreement so it reflects what we both originally intended as much as possible.



- 36.3 In the event that any court, pursuant to the Public Contracts Regulations 2006 or Council Directive 2007/66/EC, makes a declaration of ineffectiveness or any Service be shortened, then that Service will be terminated and You shall pay the Early Termination Charge or outstanding Minimum Spend whichever is greater.
- 36.4 If You are a central government department, local authority or other public sector entity You warrant and represent that You have entered into the BT IoT Service Agreement in compliance with the Public Contracts Regulations 2006.

### 37 Making changes

- 37.1 You may at any time during the term of the BT IoT Service Agreement request changes to the Service by submitting a written request but We shall at its discretion choose to accept or reject changes without reason and to conduct additional credit checks if We deem necessary in order to consider Your request.
- 37.2 Changes will only become effective by completion of a valid Change Form.
- 37.3 Where You make a written change request, We will either notify You in writing if We are unable to meet Your requirements or issue to You a Change Form which sets out the terms of the requested change and any applicable Charges (including any impact on the Minimum Spend and Early Termination Charges). You will have 14 days of receiving the Change Form to return it if You wish to proceed with the requested change and the Change Form will only become effective once We have countersigned it.
- 37.4 Neither of us needs the consent of any Affiliate to vary or terminate the Contract. Any termination of the BT IoT Service Agreement will not terminate any individual Affiliate Contracts.
- 37.5 If We make any variation to these IoT General Terms or a Service Schedule which are of a significant detriment to You will have the right to terminate the relevant Service and/or Equipment by giving us written Notice within 60 days after the date We either notify You of the variation or the date on which the variation became effective, thereafter You will have been deemed to have accepted the variation.
- 37.6 We may vary the terms of these IoT General Terms or a Service Schedule where such variation is required in Our reasonable opinion as a result of:
- (a) any legislation, statutory instrument, government regulation, regulatory requirement or licence;
  - (b) changes imposed by third party manufacturers or suppliers; or
  - (c) a change to Our operations (including a change to or withdrawal of any Services or Equipment) or alterations to the Network, provided such change is also implemented in relation to the majority of Our customers.
- 37.7 You acknowledge and agree that You accept the Service will evolve and develop and that We may from time to time update the Service Schedule, the Price Guide and General Specification to reflect these changes which You will benefit from without additional Charge and therefore You agree that these changes do not constitute a breach of Contract or give You a right to terminate.
- 37.8 Software provided by Our supplier may be updated by the supplier at their discretion, which may mean certain functionality or the GUI may be changed or withdrawn or that the Software may be replaced entirely if Our supplier changes.
- 37.9 We will use Our reasonable endeavours to give You at least 30 days' written Notice of a variation (save where this is not practicable due to a change imposed by a legal or regulatory body) before the variation takes effect.
- 37.10 You agree that the variations referred to in this clause 13 shall take effect from the date we notify you of the revision and that deemed receipt of such publication shall constitute adequate notification of the variation.
- 37.11 We may publish notifications of variations and the final version on any portal You have access to and that this will constitute adequate notification of the variation.
- 37.12 A variation made in accordance with clauses 13.2, 13.3 and 13.4 shall not give you a right pursuant to clause 13.1 and all other variations to the BT IoT Service Agreement may only be made by agreement of the parties in accordance with clause 5

### 38 After the BT IoT Service Agreement ends

- 38.1 At the end of the Contract, provisions in the BT IoT Service Agreement that we both expect to remain in place after it ends will stay in place.

### 39 The BT IoT Service Agreement stands on its own

- 39.1 The BT IoT Service Agreement sets out the whole agreement between both of us and replaces any previous communication between us.
- 39.2 Your own standard terms are not part of the BT IoT Service Agreement even if You provided them to Us before signing the Contract, or if you send them to Us or refer to them in an Order.
- 39.3 By agreeing the Contract, each of us acknowledges they have not relied on any representation, warranty, collateral Contract or other assurance (made negligently or innocently) except for the ones in the Contract. Each of us also waives all rights and legal remedies they might have had if it were not for this Clause 39.



### 40 Choice of law and courts

- 40.1 The laws of England and Wales will apply to the BT IoT Service Agreement and any disputes or Claims in connection with it or our relationship, including non-contractual ones.
- 40.2 Only the courts of England and Wales will be able to rule on any disputes or Claims in connection with the BT IoT Service Agreement or our relationship, including non-contractual ones.
- 40.3 The parties to an Affiliate BT IoT Service Agreement may agree that a local court of competent jurisdiction will have jurisdiction in relation to that Affiliate Contract.

### 41 Counterparts

- 41.1 The BT IoT Service Agreement can be signed on one or more copies. Any single counterpart, or a set of counterparts signed, in either case, by both of us will constitute a full original of the BT IoT Service Agreement for all purposes.

### Defined Terms

**"Acceptable Use Policy"** means specific rules that you have to follow when using the Services. You can find the policy at <https://www.bt.com/products/static/terms/business-homepage.html> (or any other online address that We may advise you).

**"Account"** You may have a number of Accounts. Specific Rate Plans are allocated to Subscriptions in each Account.

**"Account Set-Up Charge"** any amount referred to in the Order Form

**"Achieved Spend"** the amount of Charges You have paid Us in the Spend Period.

**"Active Subscription"** a Subscription that incurs Usage Charges or is not an Inactive Subscription

**"Affiliate"** means any entity that directly or indirectly controls or is controlled by either one of us, or is jointly controlled with either you or Us.

**"Affiliate Contract"** has the meaning given in Clause 32.5.

**"Annex"** means any annex to a Schedule that describes a Service or sets out specific terms that apply to it.

**"Applicable Law"** means the laws of England and Wales and any laws and regulations, as may be amended from time to time, that apply to the provision or receipt of a Service, including:

- (i) anti-corruption laws set out in the Bribery Act 2010 and the Foreign Corrupt Practices Act of 1977 of the United States of America; and
- (ii) all applicable export laws and regulations, including those of the United States of America.

**"Approved Modem"** Means the modems that We agree may be Connected to the Network as described in the General Specification (as amended from time to time) or any other modem which We in Our absolute discretion confirm may be Connected to the Network.

**"Billing Data"** a Call Record feed for accounting, reporting and billing purposes through an automated process, for example via a secure electronic file transfer or the Provisioning Portal, that includes but is not limited to the following information:

- (a) time of Call or data connection;
- (b) date of Call or data connection;
- (c) actual Call duration or data connection duration;
- (d) chargeable Call or data connection duration
- (e) dialled number;
- (f) MSISDN; and (g) IMSI;

**"BT"** means British Telecommunications plc of 1 Braham Street, London E1 8EE, registered in England with company number 1800000.

**"BT Equipment"** means any equipment and any related Software that We own or that is licensed to Us and that We use to provide the Services.

**"BT Group"** means BT Group plc and its Affiliates.

**"BT IoT Service Agreement"** as described in Clause 2 of these IoT General Terms.

**"BT Network"** means the communications Network owned or leased by Us and used to provide a Service.

**"BT Price List"** means the document containing a list of Our Charges and terms that can be accessed at: [www.bt.com/pricing](http://www.bt.com/pricing) (or any other online address that We may advise you).

**"BT Privacy Policy"** means the policy that We have implemented and may update from time to time on how it Processes Personal Data and that is set out at: <https://www.bt.com/privacy-policy> (or any other online address that We may advise you).

**"Business Day"** means any day generally seen locally in the place where a Service is provided as a working day and excluding national, public and bank holidays. If one of us is supposed to do something on a day that is not a Business Day, then they will need to do it on the next Business Day.

**"Call Data Records"** in relation to the conveyance of any call or other communication over the Network, any data that constitutes traffic data as defined in the Privacy and Electronic Communications (EC Directive) Regulations 2003 also known as a **"CDR"**

**"Cancellation Charges"** means any compensatory Charges payable by you to Us on cancellation of an Order Form.

**"Charges"** means the fees and charges that You pay in relation to a Service.

**"Claim"** means any legal claims, actions or proceedings against one of us, whether threatened or actual, whether by a third party or the other party to this Contract.



**"Compliance Obligations"** mean those provisions, obligations and rights set out in the document that can be found at <https://www.bt.com/products/static/terms/business-homepage.html> (or any other online address that We may advise you).

**"Confidential Information"** means confidential information either of us (or each of our officers, employees, agents, subcontractors, suppliers, advisers or Affiliates) gives the other after the date of the Contract, no matter how it is recorded, stored or disclosed and includes:

- (a) the Contract;
- (b) information about technical or commercial know-how, specifications, inventions, processes or initiatives; or (c) any information a reasonable business person would see as confidential about:
  - (ii) the business, affairs, customers, clients, subcontractors, suppliers, plans or strategy of either of us or our Affiliates; and
  - (iii) the operations, processes, product information, know-how, designs, trade secrets or Software of either of us or our Affiliates, but it

does not include:

- (d) information that is available to the public, or becomes available, unless it is because one of us breaches the Contract;
- (e) information that was already available to the receiving party on a non-confidential basis;
- (f) information we both agree in writing is not confidential information; or
- (g) information that was developed by or for the receiving party independently of the confidential information.

**"Connect(ion)"** A Subscription accessing the Network **"Disconnection"**, **"Re-Connection"**, and **"Connected"** each have a corresponding meaning. A Connection may be an Existing Subscription or a New Subscription.

**"Contract"** means the agreement between You and Us that is made up documents described in Clause 2.

**"Contract Start Date"** the date of last signature of the Order Form

**"Contract Term"** as described in the Order Form

**"Credit Agency"** means Experian, Equifax and Callcredit.

**"Customer Committed Date"** means the date provided by Us on which delivery of a Service (or each part of a Service, including to each Site) is due to start.

**"Customer Contact"** means any individuals authorised to act on your behalf for Service management matters.

**"Customer Personal Data"** means only the proportion of Personal Data where you are the Controller and that We need to Process on your behalf as a Processor in providing the Services to you under the Contract.

**"Data Protection Legislation"** means collectively (i) any Applicable Laws of the European Union, (ii) any applicable local laws relating to the Processing of Personal Data and the protection of an individual's privacy, (iii) the GDPR, and (iv) any binding guidance or code of practice issued by a Supervisory Authority.

**"Device"** any mobile or wireless device, handset, dongle, data card or other equipment including tablets incorporating a SIM for use in connection with the Services. A Device does not include a SIM Card.

**"E-SIM"** the embedded universal integrated circuit card (eUICC) is permanently embedded in the Device

**"Fair Usage Policy"** the policy described in the relevant Price Guide as updated from time to time.

**"Force Majeure Event"** means any event that neither of us can control and that stops or delays either of us from doing something, including:

- (a) natural event including a flood, a storm, lightning, a drought, an earthquake, or seismic activity;
- (b) an epidemic or a pandemic;
- (c) a terrorist attack, civil war, civil commotion or riots, war, the threat of war, preparation for war, an armed conflict, an imposition of sanctions, an embargo or a breaking-off of diplomatic relations;
- (d) any law made or any action taken by a government or public authority, including not granting or revoking a licence or a consent;
- (e) collapsing buildings, a fire, explosion or accident; or
- (f) any labour or trade dispute, a strike, industrial action or lockouts.

**"Fraud"** utilisation of the Services in a way (not necessarily criminal) which, in Our reasonable opinion, results in financial gain achieved by methods such as artificial inflated traffic and arbitrage.

**"GDPR"** means the General Data Protection Regulation (EU) 2016/679 and any amendment or replacement to it, (including any corresponding or equivalent national law or regulation that implements the GDPR).

**"General Specification"** A technical white paper or other product information in relation to Services or Equipment provided by Us as may be amended from time to time.

**"Inactive Subscription"** a Subscription with no mobile originating (outbound) or mobile terminating (inbound) traffic in any 3 month period.

**"Insolvency Event"** means any of the following events that occurs where one of us:

- (a) becomes the subject of a bankruptcy order;



- (b) becomes insolvent;
- (c) makes any arrangement or composition with its creditors, or assignment for the benefit of its creditors;
- (d) goes into voluntary or compulsory liquidation, except for reconstruction or amalgamation purposes;
- (e) stops trading or operating;
- (f) owns any assets that are material to the operations of all or substantially all of its business that are seized or have a receiver or administrator appointed over them; or
- (g) faces any of these situations because a Notice is given, a petition is issued, a resolution is passed, or any other step is taken in their jurisdiction.

**"Intellectual Property Rights"** means any trademark, Service mark, trade and business name, patent, petty patent, copyright, database right, design right, community design right, semiconductor topography right, registered design, right in Confidential Information, internet domain name, moral right and know-how, or any similar right in any part of the world. Any applications for registering any of these rights that can be registered in any part of the world are also included.

**"Lawful Intercept and Disclosure"** any law or regulation, such as but not limited to the Investigatory Powers Act 2016 (IPA), which confers legal powers on an agency which either You or We are compelled to comply with.

**"Licenced Software"** Software licensed to You by a separate agreement with the licensor of such Software, by any 'shrink wrap' or 'click through' licence agreement or in box documentation provided.

**"Maintenance"** means any work on the EE Network or Services, including to maintain, repair or improve the performance of the EE Network or Services.

**"Marketing Material"** any material used in connection with or associated a Service that are either provided by Us (Including EE Limited) or by You or jointly created by both Us and You;

**"Minimum Connection Period"** the minimum period for which You commit to receive a particular Service or keep a Subscription Connected.

**"Minimum Spend"** The aggregate amount you agree to pay Us (as set out in the Order Form or BT Price Guide) for Usage Charges during all Spend Periods irrespective of early termination

**"Network"** an **"electronic communications system"** which makes **"electronic communication services"** available in the United Kingdom through the use of **"signals"** (such expressions shall have the meaning ascribed to them in the Communications Act 2003) which We Use to provide the Services.

**"Notice"** means any notice to be given by one of Us to the other under the BT IoT Service Agreement.

**"Open Source Software"** means Software We have distributed to you that is licensed under a separate open source licence.

**"Order Form"** means any order or part of an order You give to Us that is accepted by Us for one or more Services.

**"Overage Rate"** Charges for usage in excess of the inclusive usage of a Rate Plan

**"Purchased Equipment"** means any equipment, including any Software, that We sell or licenses to You.

**"Roaming"** a Subscription using Networks not owned and/or controlled by Us (usually outside the UK).

**"Schedule"** means any schedule that describes a Service and sets out the specific terms that apply to it and includes any Annexes for that Service except for the purposes of Clause 2.

**"Service"** means any service that We provide under the Contract. If relevant, it includes a service for a particular Site, or a part or component of a Service and may also include content that We have provided to You as well as Purchased Equipment.

**"Service Credit"** means any remedy for failure by Us to meet a Service Level as set out in a Schedule.

**"Service Level"** means the agreed minimum level of performance We will provide for a Service.

**"Service Start Date"** means the date We first make a Service available to you.

**"Shortfall Payment"** An amount payable by You relating to underperformance of expenditure as measured against the Minimum Spend during the Spend Period

**"SIM"** Subscriber Identity Module in either SIM Card or E-SIM format used to identify and authentic Subscribers and Devices that want to Connect to a Network

**"SIM Card"** a physical card known as universal integrated circuit card (UICC) and for of SIM

**"SIM Update Service"** means Our over the air update SIM management system as may be updated, amended or replaced from time to time as described in the General Specification.

**"Site"** means any place identified in a Schedule or Order from or to which BT provides a Service.

**"Software"** means any software in object code format only, and related documentation (whether on tangible or intangible media) that We provide to You as part of a Service. It includes any embedded software, but it excludes Open Source Software.

**"Sub-Processor"** means a BT Affiliate or Our supplier or subcontractor that We engage to Process Customer Personal Data for the purposes of the Contract.

**"Subscriber"** a person associated to a Subscription

**"Subscription"** a Subscription that has been configured to attach to the Network giving You access to the Services. **"Disconnection"**, **"Re-Connection"**, **"Connect"** and **"Connected"** each have a corresponding meaning. A Connection may be an Existing Subscription or New Subscription.

**"Subscription Activation Date"** means the date when a Subscription becomes an Active Subscription



**"Subscription Fees"** Usage Charges payable by You for use and access to the EE Network.

**"Supervisory Authority"** each have the meaning given to it in the GDPR

**"Suspension"** the temporary or permanent Disconnection or block placed by Us on some or all of the Services You normally use (except where relevant for calls to emergency Services) and **"Suspend"** has a corresponding meaning.

**"Termination Charges"** means any compensatory Charges payable by you to BT on termination of the BT IoT Service Agreement in whole or in part or a Service, and as set out in a Service Schedule.

**"Territory"** The United Kingdom (including England, Scotland, Wales and Northern Ireland but excluding the Channel Islands and the Isle of Man)

**"Transaction Taxes"** mean value added tax (VAT), goods and Services tax (GST), sales, consumption, use or other similar taxes, customs duties, excise taxes, and regulatory and other fees or surcharges relating to the provision of the Services.

**"User"** means any person You allow to use any Service.

**"Withholding Tax"** means any tax, deduction, levy or similar payment obligation that is required to be deducted or withheld from a payment under Applicable Law.