

## EE TELECOMMUNICATIONS SERVICE - SERVICE SCHEDULE

(Version: December 2022)

### 1. Background

- 1.1 Words that are capitalised but have not been defined in this Service Schedule have the meanings given to them in the Standard Terms.
- 1.2 This Service Schedule relates to the provision of EE telecommunications services by CBS to the Customer and not to any other services provided under any other Service Schedule under the Standard Terms.
- 1.3 This Service Schedule is subject to the terms of the Standard Terms. In the event of a conflict between this Service Schedule and the Standard Terms the terms of this Service Schedule will prevail (but only to the extent of the conflict and only in relation to this Service Schedule and the Services provided hereunder) and the Standard Terms will apply in all other respects.

### 2. Term

- 2.1 The Minimum Term for each Connection shall commence on the date that individual Connection is given access to the Network. The Minimum Term for each Service shall commence on the Service Commencement Date and continue until the Service expires or is terminated by either party in accordance with the Standard Terms or this Service Schedule.

### 3. Orders

- 3.1 Subject to paragraph 23, once an Order has been placed by the Customer, it can only be changed by amendment agreed in writing by both parties and the Customer acknowledges that a change may also be subject to the Supplier's consent.

### 4. Equipment

- 4.1 The Customer must satisfy itself that all Equipment is suitable for its intended purpose and requirements. Certain Services may require specific equipment and the Customer acknowledges that it may have to purchase certain equipment to benefit from the full functionality and range of Services.
- 4.2 Devices will only be unlocked for use on another UK mobile network where technically possible and at the Customer's request after completion of the Minimum Term for the relevant Connection and provided all Charges and the Device Unlocking Fee have been paid.
- 4.3 Equipment may be subject to additional terms (such as user manuals and in box documentation) which the Customer accepts by retaining and using such Equipment. If the Customer does not consent to such additional terms it must (at its cost) return such Equipment within seven (7) days of delivery.
- 4.4 The Customer must inform CBS immediately if it becomes aware of the loss, theft or damage of any Equipment, and shall remain liable for all Charges incurred by the use of any lost or stolen Equipment until reported and, if applicable, the relevant Device has been blocked and/or SIM Card barred. Data on any lost or stolen Equipment is at the Customer's risk and the sending of any command for remote wiping of data (such as a device management solution) is the responsibility of the Customer. The Customer must send any remote wipe command prior to reporting the Device lost or stolen and CBS will use all reasonable endeavours to procure that the Supplier carries out such command across the Network. The Customer acknowledges that once the loss or theft of the Equipment is notified to CBS and CBS subsequently reports this to the Supplier, the Supplier will terminate the ability of the Device to communicate with the Network.
- 4.5 The Customer acknowledges that the Supplier may recall, update or have access to the Equipment as reasonably required to enhance or maintain the quality of Services or to update Software, but will endeavour to minimise any disruption caused to the Customer.
- 4.6 The Customer acknowledges that it has carried out its own investigations as to the suitability of any Customer Equipment used with the Equipment and that CBS has made no representations or warranties in relation to the suitability of the Equipment for use with the Customer Equipment (or vice versa). The Customer shall ensure that any Customer Equipment is compatible with the Network and adheres to any technical parameters and guidelines issued by CBS or the Supplier from time to time.
- 4.7 CBS does 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 where the Equipment ordered by the Customer is not available at the time of dispatch.
- 4.8 The Customer acknowledges that support services that may be provided by the Supplier are only provided for the specified Equipment and that CBS does not provide support for any other equipment (including Customer Equipment).
- 4.9 Delivery of Equipment shall be at the Customer's cost to a mainland address of the Customer's within the United Kingdom, such address to be agreed in advance.
- 4.10 Subject to paragraph 4.11, title to any Equipment supplied on a Charged Basis passes to the Customer once the Customer has paid for such Equipment in full, and title to any Equipment provided on a Funded Basis shall pass to the Customer on delivery.
- 4.11 Unless otherwise agreed in writing, title and property in any SIM Cards, Supplier Software and Installed Equipment shall remain vested in the Supplier or the appropriate third party and the Customer is hereby granted a licence to use any SIM Cards and any Installed Equipment only for accessing the Services during the term of this Service Schedule.
- 4.12 All risks in any Equipment, SIM Card and Software pass to the Customer on delivery, or in the case of Installed Equipment, on installation. Any Equipment, SIM Card or Software returned to CBS shall be done so at the Customer's risk until received by CBS.
- 4.13 In respect of any Installed Equipment which CBS and/or the Supplier installs in connection with the fulfilment of an Order, on completion of installation of the Installed Equipment, CBS and/or the Supplier will carry out acceptance testing to confirm that the relevant Service is operational. Upon the completion of such acceptance testing to the reasonable satisfaction of CBS and/or the Supplier and the Customer, the Customer shall provide a written sign-off confirming acceptance of the installation. Following such acceptance, neither CBS nor the Supplier will be responsible for providing further installation and implementation services to the Customer and if any such services are required, CBS may charge the Customer reasonable fees to be agreed with the Customer.

### 5. Upgrades

- 5.1 The Customer may replace a Device in use by purchasing another Device (Upgrade) at any time during the term of this Service Schedule provided the Upgrade is used in connection with the existing mobile number, the Services and any new SIM Card provided with the Upgrade is Connected to the Network.

### 6. Software Licence

- 6.1 The Services and Equipment provided under this Service Schedule may contain or use Supplier Software or End User Licensed Software. Where Supplier Software is provided, CBS grants the Customer a non-exclusive, revocable, non-transferable licence (without the right to sub-licence) to use any such Supplier Software in object code form for the purpose of properly accessing the Services in accordance with this Service Schedule. Any End User Licensed Software provided or accessed shall be governed by the terms of the relevant licence which shall comprise the Customer's sole rights and remedies in respect of such End User Licensed Software.
- 6.2 If the Customer does not accept the licence terms relating to the End User Licensed Software, it shall not use the relevant feature of the Service to which the End User Licensed Software relates and CBS shall not be required to deliver the relevant Service. The Customer shall indemnify and keep indemnified CBS in full and on demand for any claim or for any losses incurred or suffered by CBS and the Supplier (including any legal costs) arising from any failure of the Customer to comply with the terms of the End User Licensed Software or Supplier Software.
- 6.3 The licence granted under this Service Schedule to use Supplier Software may be terminated if the Customer disputes the ownership of any Intellectual Property Rights under this Service Schedule, fails to comply with any term of this Service Schedule or if the continued use or possession of the Supplier Software infringes the rights of any third party. The licence shall further be subject to the Customer undertaking:
  - 6.3.1 not to copy, reproduce, translate, adapt, vary, modify, sub-licence, decompile, reverse engineer or create derivative works from or allow any third party access to any Supplier Software (or any part of it) unless expressly permitted to do so by CBS or by Applicable Law; and
  - 6.3.2 not to use the Supplier Software with anything other than the Equipment, unless otherwise expressly specified or approved by CBS.
- 6.4 Supplier Software delivered to the Customer by electronic means cannot be reissued and the Customer shall ensure that correct email addresses are provided for these purposes and that any firewall or other protection will not prevent such delivery.

### 7. Mobile Services

- 7.1 Each Service and Connection under this Service Schedule shall remain Connected for its Minimum Term.
- 7.2 The Customer acknowledges that the functionality of certain Services is interconnected and that in such circumstances the Customer cannot receive one Service without also purchasing another. Therefore, where the Customer wishes to add a Service (**New Facility**) which

relies on the Customer continuing to purchase an existing Service (**Base Facility**), the Customer agrees that the Minimum Term for the Base Facility will be required to meet the longer of:

- 7.2.1 the Minimum Term of the New Facility; and
- 7.2.2 the Minimum Term in respect of the Base

### 8. Facility

- 8.1 All SIM Cards shall be supplied pre-Connected. Devices that contain SIM Cards will be Connected when they are dispatched to the Customer unless otherwise agreed by CBS. The Customer must start using SIM Cards as Active Connections within thirty (30) days of delivery. CBS shall liaise with the Customer to determine at CBS's discretion whether there is a justifiable reason for the Customer to delay using SIM Cards. The Customer acknowledges that the Supplier may Disconnect Inactive Connections or to re-allocate these where the Customer requests to retain an Inactive Connection. The Customer may request to retain an Inactive Connection however this may be subject to an Inactive Connection Fee.
  - 8.2 Connections may be provided with access to certain Service Plan Add-Ons enabled, the terms and conditions of which are set out in the CBS Pay Plan.
  - 8.3 Where an authority requires the re-allocation or change of phone numbers, CBS reserves the right (without liability) to change the phone numbers allocated to the Customer to access the Services, but shall use its reasonable endeavours to minimise the disruption caused.
  - 8.4 It is the Customer's responsibility to configure at its own cost any virtual private network not supplied under this Service Schedule which it may use in conjunction with the Services. CBS does not warrant that any virtual private network not specifically approved for use by CBS will be compatible with the Services and shall bear no liability for any such lack of compatibility.
- ### 9. Insurance
- 9.1 The Customer may select the option to have Insurance Products. Each Device where Insurance Products have been selected shall be the subject of a separate contract of insurance (**Insurance Terms**) with Allianz Insurance plc (Allianz). The Customer may choose to have Insurance Products on some Devices but not others. Only Devices supplied by CBS under this Service Schedule can be insured by the Insurance Products. The Insurance Products are only available on handsets and tablets where a SIM Card is incorporated.
  - 9.2 The Insurance Terms are non-negotiable and may be subject to change, in accordance with their terms from time to time. The Insurance Terms take precedence over this Service Schedule in all matters relating to the Insurance Products.
  - 9.3 In accordance with the Insurance Terms, the Customer shall be informed of any changes to the Insurance Terms and all Devices covered by the updated Insurance Products shall become covered by any updated Insurance Terms, whether such Device was supplied before or after the change to the Insurance Terms. Under the Insurance Terms the Customer can terminate the Insurance Products if they do not agree to the change.
  - 9.4 The Customer shall ensure that it makes available to End Users the Insurance Terms and any amendment thereto. The Customer shall procure that the End Users comply with the Insurance Terms at all times. The Customer shall give CBS written notice as to whether the End User or an authorised administrator has authority to exercise the Customer's rights under the Insurance Terms.
  - 9.5 The Customer agrees that it shall maintain at its 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 the use of the Services, including the storage of the Installed Equipment on the Customer's and/or End User's premises.
- ### 10. Solutions and Statement of Requirements
- 10.1 CBS will ensure that the Services and Equipment comply in all material respects with any Solution Description provided or Statement of Requirements agreed.
  - 10.2 Changes to the Solution Description (including improvements and upgrades) may be offered to the Customer from time to time. Such changes may be subject to additional Charges. If the changes are accepted by the Customer, the new Solution Description shall then apply to the Customer's Solution and where applicable, any such additional Charges shall be payable.
  - 10.3 If the Customer orders a Solution to which a Statement of Requirements applies (as specified in the online Solution Terms), the parties shall agree the final contents of that Statement of Requirements in writing, in accordance with the process set out in paragraph 10.4, before CBS provides the Solution.
  - 10.4 Upon either party completing a Statement of Requirements, the other party may agree to the proposed Statement of Requirements or revise it with suggested amendments for approval or revision by the original party. Any revised Statement of Requirements will then follow the same approval or revision process. The Statement of Requirements shall only be agreed once CBS has confirmed to the Customer in writing that the Statement of Requirements is in final and agreed form.
  - 10.5 If the Statement of Requirements has not been agreed within fourteen (14) days of the date of the relevant Order being placed and any such delay is not as a result of CBS's or the Supplier's actions, CBS may, at its discretion and without the Customer being liable for Termination Charges for the relevant Solution:
    - 10.5.1 charge the Customer an administrative fee to cover CBS's and the Supplier's reasonable expenses caused by the delay; and/or
    - 10.5.2 terminate the Solution, in which case the Customer shall return to CBS in good condition, all Equipment supplied for the Solution whether on a Charged Basis or Funded Basis, and title in any Equipment supplied on a Funded Basis shall revert back to CBS or the Supplier, as applicable. Where Equipment is not returned, or in CBS's reasonable opinion is not returned in good condition, CBS reserves the right to charge the Customer at the standard price for such items.
- ### 11. Service Availability
- 11.1 The Customer acknowledges that:
    - 11.1.1 CBS will use its reasonable endeavours to provide (or procure the provision of) the Services where technically possible within the range of the base stations that make up the Network;
    - 11.1.2 the Services will not be free of interruptions or faults;
    - 11.1.3 neither CBS (nor the Supplier) has an obligation to provide the Services outside the range of base stations that make up the Network. The range of base stations making up the Network may change from time to time. CBS shall provide coverage information upon reasonable request however any coverage maps are the Supplier's estimate of outdoor coverage and do not guarantee Service coverage which may vary depending on location; and
    - 11.1.4 the quality and availability of the Services may be affected by local geography and topography, interference caused by the weather and/or atmospheric conditions, degradations, congestion or maintenance requirements of the Network (including repositioning and/or decommissioning of base stations), other physical or electromagnetic obstructions or interference (such as high buildings and tunnels), faults in other telecommunication networks to which the Network is connected and the compatibility of Equipment and/or Customer Equipment used.
  - 11.2 CBS shall not be liable for:
    - 11.2.1 any failure of the Services to provide any facility or function not described in this Service Schedule or if the Services are in contravention of the relevant terms of any End User contract;
    - 11.2.2 any claims made or alleged by third parties against the Customer that result from a failure by the Customer to comply with its obligations under this Service Schedule;
    - 11.2.3 any failure, unavailability, non-provision, interruption, delay or degradation in the provision of the Services which:
      - 11.2.3.1 can be reasonably attributed to the acts or omissions of the Customer, its employees or agents;
      - 11.2.3.2 is due in whole or in part to the failure of any third party telecommunications services, network or software or the Network;
      - 11.2.3.3 occurs during any period of maintenance;
      - 11.2.3.4 arises as a result of any Emergency Services or certain other local or governmental authorities being granted priority access to the Network due to an emergency or otherwise upon their request; or
      - 11.2.3.5 are attributable to the use of the Services in conjunction with Equipment and/or software or other products or services not supplied by CBS.
  - 11.3 The Customer shall notify CBS promptly of all enquiries and complaints regarding technical or operational issues with CBS's provision of the Services.

### 12. Charges, Invoicing and Payment

- 12.1 The Charges applicable to CBS supply of the Services to the Customer are the prices as set out in the relevant Order and/or the CBS Pay Plan, or such other price guide as CBS may from time to time advise.
- 12.2 CBS will invoice the Customer:
- 12.2.1 monthly in advance for Subscription Charges;
- 12.2.2 monthly in arrears for Usage Charges;
- 12.2.3 after dispatch for any Equipment; and
- 12.2.4 in arrears (by several months or more) for Services not supplied directly by the Supplier (such as Roaming).
- 12.3 The Customer is responsible for notifying its End Users if it does not wish its End Users to incur any particular Charges or use any particular Services.
- 12.4 Any and all expenses, costs and charges incurred by the Customer in the performance of its obligations under this Service Schedule shall be paid by the Customer unless expressly agreed otherwise in writing with CBS.
13. **Warranty**
- 13.1 CBS shall procure that the Customer receives the benefit of the manufacturer's warranty for all new Equipment (excluding SIM Cards) where it is able to do so for a period of no less than twelve (12) calendar months from delivery. All out of warranty replacements will be charged to the Customer at List Price.
- 13.2 SIM Cards which are defective due to faulty materials or workmanship will be replaced by CBS at no charge for the duration of this Service Schedule. The Customer understands and acknowledges that SIM Cards have a limited lifespan and may need replacing from time to time. All other replacements of SIM Cards are subject to payment by the Customer of a Replacement SIM Card Fee.
- 13.3 The Customer shall notify CBS within seven (7) days of receipt if any Device has arrived damaged and/or faulty or if an Order has been incorrectly fulfilled. CBS will replace such damaged or faulty Device with a new Device.
- 13.4 CBS warrants that the Supplier Software shall conform in all material respects to the manufacturer's specification for a period of three (3) months from the date of delivery. CBS's sole obligation and liability for breach of this warranty will be to procure the repair or replacement of the defective Supplier Software.
- 13.5 The above warranties are subject to compliance by the Customer and End Users in all material respects with all relevant licences, specifications, user manuals, any other user guidelines and any manufacturer's conditions specified in the warranty. CBS is not liable for faults in or malfunction of any Equipment or Supplier Software where:
- 13.5.1 the Customer or End User has failed to comply with such licences, specifications, manuals, guidelines or conditions; or
- 13.5.2 any alteration, modification or addition has been made to the Equipment or the Supplier Software without CBS's prior written consent.
14. **Customer Obligations and Use of the Services**
- 14.1 14.1 The Customer shall not itself or via a third party modify, adapt, develop, translate, vary, reverse engineer, decompile, or disassemble any of the constituent parts of the Offering except and only to the extent as expressly permitted by Applicable Law.
- 14.2 The Customer shall, and shall procure that its End Users shall:
- 14.2.1 keep confidential and not disclose to any third party an Customer account password, personal identification code, number or name issued by the Supplier permitting access to the Services and Equipment;
- 14.2.2 provide in a timely manner any information and/or assistance which CBS and/or the Supplier, as applicable, may require in order to supply the Services and Equipment, ensuring the continuing accuracy and completeness of such information;
- 14.2.3 comply with any manuals, guidance and any reasonably instructions issued by CBS, the Supplier or relevant third party manufacturer or supplier concerning the use of the Equipment, Services and Network and co-operate with CBS's and the Supplier's reasonable security and other checks (which may include the Supplier making calls or sending communications to End Users);
- 14.2.4 only use Equipment or Customer Equipment which is authorised by the Supplier and compatible for use on the Network;
- 14.2.5 inform CBS on becoming aware of any suspected or actual unauthorised use of the Services or Equipment and take all steps necessary, including any steps requested by CBS, to prevent such use;
- 14.2.6 not operate without obtaining prior written consent from CBS, whether directly or through a third party, any device to route or re-route voice, data or other Services on, from or to the Network, including:
- 14.2.6.1 any GSM Gateway; or
- 14.2.6.2 any device used to forward or divert calls with the intention of reducing Charges for that call except where a Device is supplied as part of a Service and used by the Customer in accordance with the Service terms;
- 14.2.7 comply with all licence terms as required from time to time for any Software;
- 14.2.8 do not use, nor knowingly allow the Equipment or Services to be used:
- 14.2.8.1 for any unlawful or improper purpose or in such a manner that will or may impair the operation of the Network or the provision of the Services to the Customer or other users;
- 14.2.8.2 in any way which causes annoyance, inconvenience or needless anxiety as set out in the Communications Act 2003, nor use the Network or the Services to send spam or unsolicited communications without the receiver's consent;
- 14.2.8.3 to send, store, communicate or knowingly receive content which is abusive, indecent, defamatory, obscene, menacing, unlawful or a nuisance; or
- 14.2.8.4 in any way that breaches the provisions of paragraph 7 (software licence) or contravenes any terms relating to the use of CBS and/or the Supplier's Intellectual Property Rights;
- 14.2.9 not knowingly distribute malicious software or permit the hacking or unauthorised modification of any Equipment or Software of the Network; or
- 14.2.10 comply with any applicable fair use policy that CBS and/or the Supplier may issue from time to time.
- 14.3 The Services may enable access to the internet, use of which is solely at the Customer's risk. CBS nor the Supplier has any control over and is not responsible or liable in any way for any content offered by third parties on or through the Services. The Customer agrees that it retains responsibility for, and control of, content which it sends or passes over the Network.
- 14.4 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. The Customer is responsible for ensuring compliance with such laws or regulations and CBS is not liable for any failure of the Customer or its End Users to do so.
- 14.5 The Customer shall be responsible for implementing its own data archiving and data back-up processes. The Customer acknowledges that it may be required to restore data from its back-up to relevant systems to enable a Service to continue to be provided.
- 14.6 The Customer acknowledges and agrees that the Supplier may monitor and record calls or other communications to Emergency Services and calls or other communications relating to the Supplier's customer service and telemarketing.
- 14.7 The Customer acknowledges and accepts the Supplier shall have the right under the Contracts (Rights of Third Parties) Act 1999 to enforce against the Customer those elements of the agreement between CBS and the Customer which relate to the use by the End User of the Offering.
15. **Intellectual Property Rights**
- 15.1 All Intellectual Property Rights used by or subsisting in the Services and Equipment shall remain the sole property of the Supplier or (as the case may be) CBS or the relevant third party rights owner.
- 15.2 Where Intellectual Property Rights are created during or as a result of the supply of the Services and Equipment to the Customer, these Intellectual Property Rights shall be owned by the Supplier, CBS or the third party rights owner as applicable. This paragraph shall not transfer the ownership of any Intellectual Property Rights created or owned by the Customer as a result of the receipt and ordinary use of the Services and such Intellectual Property Rights shall be owned by the Customer.
- 15.3 All Intellectual Property Rights in and to the End User Data shall belong to the Customer except in relation to End User Data that constitutes Call Data Records (i.e. any data which, in relation to the conveyance of any call or other communication over the Supplier's network, constitutes traffic data as defined in the Privacy and Electronic Communications Regulations 2003), the Intellectual Property Rights in which shall belong to the Supplier.
- 15.4 The Customer grants CBS and the Supplier (with a right to sub-licence to its and their Group, staff, suppliers and partners) a perpetual, irrevocable, worldwide right to use the End User Data for the duration of any Order and for a period of up to three (3) years after the conclusion or termination of an Order.
- 15.5 The Customer shall not do or authorise any third party to do any act which would or might invalidate or be inconsistent with any Intellectual Property Rights of CBS, the Supplier or its
- Group and shall not omit or authorise any third party to omit to do any act which, by its omission, would have that effect or character.
- 15.6 No representation or warranty is made as to the validity or enforceability of the Intellectual Property Rights in the Offering, the CBS Trade Marks and the Supplier Trade Marks.
16. **Data Protection**
- 16.1 These provisions apply in addition to the rights and obligations set out in the Standard Terms.
- 16.2 The Customer shall ensure that End Users' Personal Data is accurate and up to date when disclosed to CBS and/or the Supplier, as applicable.
- 16.3 The Customer shall ensure that it has obtained all necessary consents under Data Protection Laws to disclose its End Users' Personal Data to CBS and/or the Supplier and for CBS and/or the Supplier to process Users' Personal Data for the purpose of this Service Schedule.
- 16.4 Each party shall comply with its obligations under Data Protection Laws in respect of any Personal Data processed under this Service Schedule. The Customer acknowledges and agrees that CBS is a Data Controller of End Users' Personal Data and the Supplier is also a Data Controller of End Users' Personal Data generated by the Supplier ultimately providing the Services including without limitation Call Data Records.
- 16.5 The Supplier will process End User's Personal Data:
- 16.5.1 for the purpose of fulfilling its obligations in relation to providing the Services under this Service Schedule (and for these purposes the Supplier may share such Personal Data with its suppliers, sub-contractors and service providers);
- 16.5.2 as may be required by law, court order or any governmental or regulatory authority; and
- 16.5.3 in accordance with its privacy policy (as amended from time to time and which is available at [www.ee.co.uk/business/terms](http://www.ee.co.uk/business/terms)).
- 16.6 The Supplier will implement appropriate technical and organisational security measures against unauthorised or unlawful processing of End Users' Personal Data and against accidental loss or destruction of, or damage to, End Users' Personal Data.
- 16.7 The Customer acknowledges and agrees that the Supplier may share the Customer's information and End Users' Personal Data with other Supplier Group companies. The Supplier may also share the Customer's information and End Users' Personal Data with service providers acting on behalf of the Supplier for marketing purposes. The Customer agrees to the Supplier and/or its service providers keeping it and its End Users informed about the Supplier, the Supplier Group and third party products, services and offers. The Supplier, a Supplier Group company or a service provider acting on behalf of the Supplier may contact the Customer and its End Users by telephone, mail or electronically, online or via any other interactive media, to let the Customer and/or End Users know about the Supplier, the Supplier Group or third party products, services and offers that may be of particular interest.
- 16.8 The Supplier will not transfer any Personal Data disclosed by the Customer to the Supplier to any country outside of the UK or European Economic Area unless the Supplier ensures that such data is subject to an adequate level of protection in accordance with the Data Protection Laws.
- 16.9 Any disclosure of End Users' Call Data Records by the Supplier to the Customer will be subject to the Customer completing and submitting to the Supplier a request for those records, the Supplier's policies for disclosures of Call Data Records as amended from time to time and any applicable legal and regulatory restrictions. Any request must be in writing using the Supplier's current standard format (which is available on request).
- 16.10 Nothing in this Service Schedule shall prevent CBS or the Supplier from processing End User's data for internal business analytics purposes and for products and services offered to third parties provided that such data will only be shared with third parties in a form that does not enable the third party to identify an individual End User.
17. **Re-Signs**
- 17.1 Existing Connections which are re-signed shall be governed by this Service Schedule. Existing Connections not re-signed shall be terminated unless agreed otherwise by CBS.
18. **Suspension of the Services**
- 18.1 CBS shall be entitled to suspend, interrupt or limit the provision of the Services or access to the Network in whole or in part at any time without prior notice in accordance with its rights under the Standard Terms.
- 18.2 The Customer shall remain liable for all Charges during any period of suspension and where such suspension is due to the acts or omissions of the Customer and/or its End Users, the Customer shall pay all reasonable costs and expenses incurred by CBS in the implementation of the suspension and a Suspension Lifting Fee per suspended SIM Card. CBS shall procure that the Services are restored as soon as the circumstances which gave rise to the suspension are remedied.
19. **Termination Rights**
- 19.1 These provisions apply in addition to the rights and remedies set out in the Standard Terms.
- 19.2 The Customer may terminate this Service Schedule by at least 45 days' written notice to CBS, provided that such notice shall not take effect before the expiry of the Minimum Term.
20. **Consequences of Termination**
- 20.1 In addition to the consequences of termination in the Standard Terms, on termination of this Service Schedule:
- 20.1.1 the Customer shall pay any Termination Charges which are due;
- 20.1.2 CBS shall no longer supply and the Customer shall immediately cease to use the Services (except for Supplier Software embedded in such Equipment to which the Customer has title: (i) which cannot reasonably be removed or deleted from that Equipment; and (ii) to the extent strictly necessary for the ongoing use of that Equipment; and (iii) and the Customer's Connections will be Disconnected; and
- 20.1.3 all Installed Equipment or any other Equipment in which title has not passed to the Customer must be returned to CBS in full working order. Where it is not returned, or if in CBS's reasonable opinion is not returned in good working order, the Customer must pay the List Price for such Equipment.
- 20.2 Termination Charges will be payable in accordance with the CBS Pay Plan where a Service is terminated or a Connection is terminated or a Connection is Disconnected prior to completion of its Minimum Term.
- 20.3 The Customer acknowledges that the Termination Charges represent a genuine pre-estimate of the loss suffered by the Supplier which is passed onto to CBS for payment by the Customer due to early termination, having regard to the overall commercial deal between the parties, and that the Termination Charges do not represent a penalty. Where applicable the Customer acknowledges and agrees that it will be liable for Termination Charges in respect of both the New Facility and the Base Facility in the event that the Base Facility is terminated during such Minimum Term.
21. **Liability**
- 21.1 Except as expressly set out in this Service Schedule, and to the extent permitted by Applicable Law, all warranties, representations, conditions and terms whether expressed or implied by statute are excluded.
- 21.2 In addition to the limitations and exclusions of liability in paragraph 22 of Standard Terms which shall apply in relation to liability arising out of or in relation to this Service Schedule, CBS's liability for a failed SIM Card is limited to the cost of a replacement SIM Card.
- 21.3 Nothing in this Service Schedule limits or excludes the Customer's obligation to: (i) pay the Charges; or (ii) pay any Termination Charges.
- 21.4 CBS will not be liable for any breach of this Service Schedule to the extent that any delay or failure by CBS to perform its obligations results from: (a) an act, omission or delay of the Customer, its agents, sub-contractors, consultants or employees resulting in negligence or breach of law, or which is contrary to the terms of this Service Schedule; (b) acts, omissions or negligence of other providers of telecommunication services; or (c) acts, defaults, omissions or negligence of third party suppliers or manufacturers, except where such providers are subcontractors.
22. **Legal Compliance**
- 22.1 The Equipment and/or Software may be subject to export control laws and regulations. The Customer agrees to comply with any applicable export laws, regulations, prohibitions or embargoes of any country and agrees to obtain written authority from the relevant licensing authority where necessary.
- 22.2 CBS does not represent that any necessary export approvals and/or licences have been obtained or will be granted in respect of the Equipment or the Software.
- 22.3 The Customer is responsible under Regulation 9 of the Waste Electrical and Electronic Equipment Regulations 2013 (**WEEE Regulations**) for the costs of collection, treatment, recovery, recycling and environmentally sound disposal of any Equipment that has become waste electrical and electronic equipment. The Customer is responsible for any information recording or reporting obligations imposed by the WEEE Regulations.
23. **Variations by CBS**
- 23.1 CBS may at any time withdraw any Service or Equipment where it is either no longer able to provide the Service or Equipment because the Supplier no longer provides the Service or

Equipment to CBS, or where CBS and/or the Supplier has decided that the Service or Equipment is no longer suitable to its business operation, provided CBS gives the Customer at least thirty (30) days' notice of such withdrawal. The Customer will not be liable to pay any Termination Charges in respect of the relevant Service or Equipment where CBS exercises its rights under this paragraph.

#### APPENDIX A - DEFINED TERMS

In addition to the defined terms in the Standard Terms, capitalised terms in this Service Schedule will have the below meanings (and in the case of conflict between these defined terms and the defined terms in the Standard Terms, these defined terms will take precedence for the purposes of this Service Schedule).

**Additional Network Equipment:** the equipment defined in the relevant Solution Terms;

**CBS Pay Plan:** CBS price list for the use of the Services, Equipment and ancillary services in relation thereto, as may be amended from time to time;

**Charged Basis:** Equipment paid for by the Customer at List Price;

**Charges:** the charges (excluding VAT and other taxes or duties applicable thereto) payable by the Customer to CBS for the provision of the Services as set out in the CBS Pay Plan, including any:

(a) monthly or periodic charges payable by the Customer to access the Services (**Subscription Charges**);

(b) variable charges for voice, data and text usage and any other Services and other non-recurring charges payable by the Customer (**Usage Charges**);

(c) lump sum termination charges set out in the CBS Pay Plan and Solution Terms payable by the Customer (**Termination Charges**);

(d) one off charges payable by the Customer for installation of Installed Equipment by CBS, the Supplier or a sub-contractor (**Installation Charges**);

(e) and additional fees set out in the CBS Pay Plan for specified administration or account activity (**Additional Charges**), including the following:

(i) Device Unlocking Fee;

(ii) Inactive Connection Fee;

(iii) Replacement SIM Card Fee;

(iv) Suspension Lifting Fee;

**Connection:** a connection by which CBS gives the Customer access to the Network, including via SIM Card that has been configured to attach to the Network, or via any other connection specified and agreed between the parties.

**Customer Equipment:** any equipment and/or software used by the Customer which is not provided by CBS under this Service Schedule;

**Re-Connection, Connect and Connected** each have a corresponding meaning. A Connection may (without limitation) be a Connection:

(a) with some inbound or outbound communications activity and which is not an Inactive Connection (**Active Connection**);

(b) which is already Connected at the Effective Date (**Existing Connection**);

(c) which is Connected under this Service Schedule over and above the Connections specified in the Order, but which is not a Re-Connection or transfer or reallocation of a Connection between End Users (**Future New Connection**);

(d) or with no inbound or outbound communications traffic in an consecutive three (3) month period (**Inactive Connection**);

**Device:** any mobile or wireless device, handset, USB drive, data card, memory card or other equipment incorporating a SIM Card, or tablet (which may or may not incorporate a SIM Card), provided by CBS for use in connection with the Services;

**Disconnect:** removal of access to the Network of a Connection. **Disconnection** and **Disconnected** shall have a corresponding meaning;

**End User Data:** any personal data (having the meaning given to it in the Data Protection Laws) of End Users;

**End User:** anyone who is permitted by the Customer to use the Offering;

**End User Licensed Software:** software licensed to the Customer by a separate agreement with the licensor of such software, as set out in this Service Schedule or Solution Terms or by any 'shrink wrap' or 'click through' licence agreement or in box documentation provided;

**Equipment:** the Devices and Installed Equipment (both of which may contain Software) as set out in the Order and any other equipment, including SIM Cards, that may be supplied by CBS to enable the Customer to access the Services as agreed between the parties from time to time;

**GSM Gateway:** a device containing one or more SIMS for one or more mobile networks, which enable calls to mobile networks from fixed networks (whether directly or indirectly) to be routed directly via a GSM link into the relevant mobile network;

**Installed Equipment:** any antennae, routers, enhancers, monitoring units or other equipment, including but not limited to equipment forming part of the Network, which CBS may agree to install (or the Supplier shall do so on CBS's behalf) or otherwise provide for installation by the Customer at any premises owned, occupied or controlled by the Customer. Installed Equipment includes Service Equipment but excludes Additional Network Equipment;

**Insurance Products:** an insurance product for the protection of loss or theft or damage in respect of a Device underwritten by Allianz. Such Insurance Products are subject to regulation by the Financial Conduct Authority;

**List Price:** the standard prices for services and equipment as current at the time the price needs to be determined;

**Network:** the electronic communications system by which the Supplier makes services available in the Territory and any other type of communications system which may be provided by the Supplier;

**Network Operator:** EE Limited, a company registered in England and Wales (company number 02382161) with its registered office at Trident Place, Mosquito Way, Hatfield, Hertfordshire AL10 9BW being the network operator who operates the wireless network to which the SIMs are connected;

**Offering:** any Equipment, SIM Cards, Services and/or software and all modifications, upgrades and enhancements provided to the Customer under this Service Schedule;

**Order:** each individual order for Services and/or Equipment to be supplied to the Customer for the benefit of an End User in accordance with and incorporating the Standard Terms and this Service Schedule;

**Roaming:** a Service Plan Add-On by which the Customer can use a SIM Card to connect to another network whilst outside of the UK;

**Services:** the Network and other services provided or procured by CBS under this Service Schedule. Services may include airtime, optional services (such as roaming), and software;

**Service Plan:** a service provided by CBS to the Customer for an agreed Subscription Charge;

**Service Plan Add-On:** an additional service added to a Service Plan for an agreed Subscription Charge. Service Plan Add-Ons specified as "Fixed" shall have a Minimum Term identical in length to the original Minimum Term of the Service Plan the Service Plan Add-On is added to;

**Shared Service Plan Add-On:** a Service Plan Add-On under which Services are shared between a specified group of End User;

**SIM Card:** a subscriber identity module configured to attach to the Network;

**Single Service Plan Add-On:** a Service Plan Add-On under which additional services may only be used by individual End Users;

**Software:** Supplier Software and End User Licensed Software, as updated from time to time;

**Solution:** a Supplier business solution (which may include Services and Equipment) to which additional requirements, technical details, commercial and support arrangements, terms and conditions may apply as set out in the Solution Terms;

**Solution Description:** the Supplier's specification document relating to complex Services or Equipment, as may be amended from time to time in accordance with paragraph 10.2 and as notified to the Customer;

**Solution Terms:** the Supplier's Solution terms and conditions available at [www.ee.co.uk/business/terms](http://www.ee.co.uk/business/terms) either as standalone documents or within the CBS Pay Plan. Solution Terms may incorporate a Solution Description and/or Statement of Requirements which shall be provided separately to the Customer;

**Statement of Requirements:** a Supplier form that may be used to detail the Customer's requirements in relation to a particular Service;

**Supplier:** such supplier of the Services (or applicable part of them) as CBS notifies to the Customer from time to time and/or its agents or subcontractors (including the Network Operator); and

**Supplier Software:** any software, excluding End User Licensed Software, that is owned by the Supplier or licensed by the Supplier on behalf of a third party, and which may be updated from time to time.