

VODAFONE AND TELEFONICA 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 resale of Vodafone or Telefonica 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 Service shall commence on the Service commencement date notified to the Customer and continue until the Service expires or is terminated by either party in accordance with the Standard Terms or this Service Schedule.

3. Services and Systems

- 3.1 The Customer must satisfy itself that all Services and Systems are suitable for its intended purpose and requirements.
- 3.2 The Services and Systems may be subject to additional terms (such as user manuals and in box documentation) which the Customer accepts by retaining and using such Services and Systems.

4. Software Licence

- 4.1 The Services and Systems provided under this Service Schedule may contain or use Supplier Software or End User Licensed Software. Where Supplier Software is provided, CBS or the Supplier (as applicable) 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.

- 4.2 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 Services and Systems. 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.

- 4.3 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:

- 4.3.1 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
- 4.3.2 not to use the Supplier Software with anything other than the System, unless otherwise expressly specified or approved by CBS.

5. Mobile Services

- 5.1 Each Service and Connection under this Service Schedule shall remain Connected for its Minimum Term after which it can be terminated by the Customer by providing the Minimum Notice in writing to CBS.

6. Gateways

- 6.1 The Customer shall not connect or continue connection of any Gateways to the Systems for any purpose including without limitation the illegal provision of telecommunications services to a third party.

- 6.2 Save where approved in writing by CBS, the Customer shall not allow the use of any automated means to send SMS or voice traffic, or generate data usage.

- 6.3 If the Customer becomes aware that any Connection or any other party has established, installed or is using a Gateway in breach of this Service Schedule, the Customer shall notify CBS as soon as reasonably practicable and shall upon request from CBS provide technical particulars of the Gateway and its use to CBS' reasonable satisfaction. The Customer shall follow CBS' instructions to facilitate the disconnection of any Gateway that breaches this Service Schedule.

7. Customer Acknowledgements

- 7.1 The Customer acknowledges that:
- 7.1.1 CBS will use its reasonable endeavours to provide (or procure the provision of) the Services where technically possible;

- 7.1.2 the Services will not be free of interruptions or faults;
- 7.1.3 where a Supplier or CBS is obliged to do so under relevant agreements with a Supplier, relevant legislation, regulations and/or statutory instruments or in times of national emergency, CBS or the Supplier may (on giving as much notice as reasonably practicable in the circumstances) give priority access to the Services by third parties and/or suspend Services to the Customer and associated Connections and in such situations the Customer accepts that CBS shall have no liability to the Customer or any Connection in respect of an interruption or cessation of the Services and/or Connections. The Customer acknowledges that in certain circumstances (such as national emergencies), CBS or the Supplier (acting reasonably and in good faith) may not be able to provide any notice;

- 7.1.4 this Service Schedule is subject to the continuing right of the relevant Network Operator under the relevant licence to provide mobile telecommunication services to CBS or its Suppliers. Notwithstanding any other provision in this Service Schedule, if at any time the licences, or any right of any Network Operator under its licence to provide mobile telecommunication services to CBS or any Supplier, is withdrawn or terminated and not simultaneously replaced or renewed, (save to the extent that the relevant Network Operator is entitled to continue to provide mobile telecommunication services to CBS or its Supplier on a temporary basis) CBS may terminate this Service Schedule in respect of those Services affected by such an event without liability to the Customer or any Connection, save for breaches by either party occurring prior to such termination;

- 7.1.5 this Service Schedule is also subject to the continuing right of CBS to provide the Services to the Customer. Notwithstanding any other provision in this Service Schedule, if at any time the right of CBS to provide the Services using the Systems is withdrawn or terminated and not simultaneously replaced or renewed, (save to the extent that CBS is entitled to continue to run the Systems or provide any of the Services on a temporary basis) CBS may terminate this Service Schedule without liability to the Customer, any Customer or any Connection, save for breaches by either Party occurring prior to such termination;

- 7.1.6 CBS shall be entitled to give written notice of reasonable length in the circumstances to the Customer to make amendments or variations to this Service Schedule (save other than to the terms contained herein relating to the termination or the renewal of it) which are required by any Supplier or legislation (or any changes to any of them); their billing information, account information and any other relevant information held by the Supplier for the purpose of supplying the Services may be disclosed to CBS; and

- 7.1.8 CBS is acting for its own account and not as an agent of any Supplier.

- 7.2 CBS shall not be liable for:

- 7.2.1 any losses suffered by the Customer if any Supplier agreement whether between CBS and a Supplier or a Supplier and another Supplier expires or is terminated or the relevant Network Operator suspends provision of connections or other services;

- 7.2.2 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;
- 7.2.3 any failure, unavailability, non-provision, interruption, delay or degradation in the provision of the Services or System which:

- 7.2.3.1 can be reasonably attributed to the acts or omissions of the Customer, its employees or agents;

- 7.2.3.2 is due in whole or in part to the failure of any third party telecommunications services, network or software;

- 7.2.3.3 occurs during any period of maintenance; or

- 7.2.3.4 are attributable to the use of the Services in conjunction with System and/or software or other products or services not supplied by CBS.

8. Charges, Invoicing and Payment

- 8.1 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 Pricing Guide or such other price guide as CBS may from time to time advise.

- 8.2 CBS will invoice the Customer:

- 8.2.1 monthly in advance for Monthly Access Charges;
- 8.2.2 monthly in arrears for Call Charges, Connection Charges and any other charges set out in or referred to in the Pricing Guide (other than Monthly Access Charges); and
- 8.2.3 any Claw-back Charges in accordance with the relevant Pricing Guide.

- 8.3 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.

9. Customer Obligations

- 9.1 The Customer shall, and shall procure that its End Users shall:
- 9.1.1 observe and comply with the Authority, the Wireless Telegraphy Acts 1949-2006 (as amended), the Communications Act 2003 (as amended), GC C8 of the General Conditions of Entitlement, other relevant legislation, directives, regulations and/or statutory instruments and comply with any requirement of the Office of Communications or the Secretary of State (or persons authorised on their behalf) under the Authority and/or any such legislation directives regulations or statutory instruments;

- 9.1.2 not act or omit to act in any way which will or may place CBS or any Supplier in breach of any provisions of the Authority any other licences authorisations provisions of law and/or any directions applicable to CBS and/or any Supplier and co-operate fully with CBS and each Supplier to enable CBS and each Supplier to comply with all of the same;

- 9.1.3 not act or omit to act in any way which will or may injure or damage any persons or the property of any persons (whether or not employees agents or representatives of CBS or any Supplier), the System and/or the Post Pay Administration Systems or howsoever cause the quality of the Services to be materially impaired;

- 9.1.4 shall comply with all of CBS' and each Supplier's requirements, guidelines and similar documents or instructions including without limitation those in relation to location based services, adult content services and the protection of minors through controlling access to such services by means of barring of handsets or similar means;
- 9.1.5 ensure that all equipment connected to the Services complies with all relevant laws and regulations, including without limitation, the requirements and/or guidelines in respect of such equipment as stated and/or recommended by the British Approvals Board of Telecommunications;

- 9.1.6 not, and shall ensure that each Connection shall not:

- 9.1.6.1 use the Systems, the Services and/or any equipment supplied by CBS and/or any Network Operator for any purpose that is abusive, a nuisance, immoral, improper, illegal or fraudulent;

- 9.1.6.2 do anything that causes the Systems and/or Services to be impaired;

- 9.1.6.3 use automated means to make calls or texts, or generate excessively high volumes of data (including via a Gateway);

- 9.1.6.4 use the Systems and/or Services to send unsolicited bulk SMS or email messages;
- 9.1.6.5 use the Systems and/or Services in a way which results in Artificially Inflated Traffic and shall use best endeavours to detect, identify, and prevent incidents of Artificially Inflated Traffic;

- 9.1.6.6 use the Systems and/or Services in a way which breaches the Fair Usage Policy;
- 9.1.6.7 use the System and/or Services in a way which is inconsistent with good faith commercial practice and/or to CBS', any Supplier's and/or any Network Operator's detriment; and/or

- 9.1.6.8 resell or otherwise distribute the Services or any equipment supplied by CBS, any Supplier and/or the Network Operator except as otherwise expressly permitted by this Agreement.
- 9.2 The Customer acknowledges and accepts each Supplier and each Network Operator shall have the right under the Contracts (Rights of Third Parties) Act 1999 to enforce this Service Schedule against the Customer and recover any losses or damages incurred directly from the Customer.

10. Intellectual Property Rights

- 10.1 All Intellectual Property Rights used by or subsisting in the Services and Systems shall remain the sole property of the Supplier or (as the case may be) CBS or the relevant third party rights owner.

11. Data Protection

- 11.1 These provisions apply in addition to the rights and obligations set out in the Standard Terms.

- 11.2 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.

- 11.3 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.

12. Suspension of the Services

- 12.1 CBS shall be entitled to suspend, interrupt or limit the provision of the Services or System in whole or in part at any time without prior notice in accordance with its rights under the Standard Terms, if the Customer fails to comply with any of its obligations in this Service Schedule, if CBS or any Supplier is instructed to do so by the Government or any other competent regulatory, administrative or judicial authority, or any Supplier agreement (whether between CBS and a Supplier or a Supplier and any other Supplier) is terminated or expires.

- 12.2 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 costs and expenses incurred by CBS in the implementation and lifting of the suspension.

13. Termination Rights

- 13.1 These provisions apply in addition to the rights and remedies set out in the Standard Terms.

- 13.2 In addition to the termination rights set out in the Standard Terms and elsewhere in this Service Schedule, CBS may terminate an Order if:

- 13.2.1 any Authority or any other licence to operate the System or any part of the System (whether under the Wireless Telegraphy Acts 1949-2006 (as amended) or otherwise) expires or is/are revoked or terminated without the immediate renewal thereof; or

- 13.2.2 any Supplier agreement (whether between CBS and a Supplier or a Supplier and any other Supplier) is terminated or expires.

14. Liability

- 14.1 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.

- 14.2 The Customer shall indemnify and hold harmless CBS and each Supplier against any liability, loss or expense arising out of any actions proceedings and claims made by any Connection or Network Operator against CBS, any Supplier and/or any Network Operator due to the Customer's breach of relevant law and/or regulations, except to the extent that such liability under this indemnity arises, directly, out of the negligent act or omission or wilful deceit of CBS.

- 14.3 CBS and each Supplier shall not be liable for any fraud, fraudulent connections, fraudulent traffic, non-payment or any abuse of the Services and/or Systems by the Customer, any Connection and/or any third parties.

- 14.4 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.

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).

Artificially Inflated Traffic: the flow of calls and/or data to any particular revenue share service which is, as a result or consequence of any activity by or on behalf of any Connection, disproportionate to the flow of calls and/or data which would be expected from good faith commercial practice and usage of the cellular electronic communications network operated by CBS and/or the relevant Network Operator;

Call Charges: a charge for a pre-determined unit of time at the rates set out or referred to in the Pricing Guide;

Charges: the charges (excluding VAT and other taxes or duties applicable thereto) payable by the Customer to CBS for the provision of the Services and the System including, without limitation, the Call Charges, the Claw-back Charges, the Connection Charges, the Monthly Access Charges and any other charges passed through to CBS by the relevant Supplier;

Claw-back Charges: the charges (as set out in the Pricing Guide) levied by CBS to recover payments previously paid;

Connection: a connection to the Services identified by its own unique mobile telephone number provided under pursuant to this Service Schedule in respect of which the Customer is liable to pay CBS for such Connection

Connection Charges: the relevant sums specified in the Pricing Guide;

End User: anyone who is permitted by the Customer to use the Services or System;

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 by any 'shrink wrap' or 'click through' licence agreement or in box documentation provided;

Fair Usage Policy: the fair usage policy set out or referred to in the Pricing Guide;

Gateways: any equipment containing a SIM which enables the routing of calls or data (including without limitation, text or picture messages) from fixed apparatus to mobile equipment by establishing a mobile call or transmission;

Minimum Notice: not less than 45 days' notice, unless otherwise stated in the Order;

Monthly Access Charges: the relevant sums specified in the Pricing Guide;

Network Operator: (a) Vodafone Limited (company number 1471587); or (b) Telefonica (UK) Limited (company 1743099), the relevant entity being the network operator who operates the wireless network to which the SIMs are connected;

Order: each individual order for Services and/or System to be supplied to the Customer in accordance with and incorporating the Standard Terms and this Service Schedule;

Post Pay Administration Systems: those computerised data processing and billing systems established and operated by the relevant Network Operator from time to time for the purpose of facilitating (amongst other things) the connection of SIMs to the Systems and billing for Services;

Pricing Guide: CBS' pricing guide for access to the Services and Systems (as updated and amended by the Supplier from time to time);

Services: the telecommunications services as CBS makes available from time to time by virtue of its rights under agreements with Suppliers that have agreements in place with the Network Operators for the supply of their telecommunication services;

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

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);

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;

Systems: those mobile telecommunications systems which the relevant Network Operator is licensed to run and has made available to CBS via the Suppliers.