



## 1. Contents and Application of Solution Update Terms

1.1 The following additional provisions (“**Update Terms**”) shall apply and be incorporated into the Solution Terms where the Customer has contracted with EE on an Orange Business Services Master Agreement (“**OBSMA**”), Orange Business Services Customer Agreement (“**OBSCA**”) or Orange Business Agreement (“**OBA**”) and has taken a Solution from EE on or from 30 October 2012. The Update Terms ensure the Solution Terms are compatible with the OBSMA, OBSCA and OBA. Customers who have contracted with EE using the Business Agreement V1.0, should refer to the Solution Update Guide for the Business Agreement V1.0 for applicable additional terms.

Solution taken by the Customer	The following Update Terms in this Update Terms Guide apply to a Customer who has contracted with EE on an OBSMA, OBSCA or OBA
2G Signal Box	Clauses 1, 2, 3 and 27
BlackBerry® for business (BlackBerry® Internet Service, BlackBerry® Enterprise Server and/or BlackBerry® Enterprise Server Express)	Clauses 1, 2, 3 and 6
Broadband and Fibre Broadband	Clauses 1, 2, 3 and 7
Business Class Service (replacing standard service)	Clauses 1, 2, 3 and 8
Call Safe ( <i>formerly known as Call Safe from Orange</i> )	Clauses 1, 2, 3 and 9
Care In Motion, powered by NDL ( <i>formerly known as Care In Motion from Orange, powered by NDL</i> )	Clauses 1, 2, 3 and 10
Connected Vehicle	Clauses 1, 2, 3 and 11
Corporate Landline and Corporate Broadband	Clauses 1, 2, 3 and 12
Customised Apps	Clauses 1, 2, 3 and 29
Data Sharer Tariffs	Clauses 1, 2, 3 and 13
Data VPN ( <i>formerly known as Data VPN from Orange</i> )	Clauses 1, 2, 3 and 24
EE Freedom	Clauses 1, 2, 3 and 27
Enterprise Messaging	Clauses 1, 2, 3 and 14
Enterprise Mobility Manager (Advanced)	Clauses 1, 2, 3 and 15
Fieldlink	Clauses 1, 2, 3 and 16
EE Freedom	Clauses 1, 2, 3 and 18
Landline ( <i>formerly known as Orange Landline and OLL</i> )	Clauses 1, 2, 3 and 17
Landline to Mobile Calling Package (Mobile Voice VPN, Indirect Access only) ( <i>formerly known as Orange Wirefree Extension, Indirect Access only</i> )	Clauses 1, 2, 3 and 24
Lone Worker from EE (Guardian24)	Clauses 1, 2, 3 and 18

# Solution Update Terms Guide (OBSMA/OBSCA/OBA)



<i>(formerly known as Lone Worker from Orange powered by Guardian24)</i>	
Lone Worker from EE (Peoplesafe) <i>(formerly known as Lone Worker from Orange powered by Peoplesafe)</i>	Clauses 1 ,2, 3 and 18
Managed BlackBerry® Server Support from EE (Employees Transferring) <i>(formerly known as Managed BlackBerry® Server Support from Orange)</i>	Clauses 1, 2, 3 and 19
Managed BlackBerry® Server Support from EE (No Employees Transferring) <i>(formerly known as Managed BlackBerry® Server Support from Orange)</i>	Clauses 1, 2, 3 and 19
Mobile Device Management <i>(formerly known as Mobile Device Management from Orange) and Trial Mobile Device Management</i>	Clauses 1, 2, 3 and 20
Mobile Voice VPN (Direct or Indirect Access) <i>(formerly known as Orange Wirefree Extension) (Direct or Indirect Access)</i>	Clauses 1, 2, 3 and 24
Office Signal Box	Clauses 1, 2, 3 and 21
On Site Support (Employees Transferring)	Clauses 1, 2, 3 and 22
On Site Support (No Employees Transferring)	Clauses 1, 2, 3 and 22
Public WiFi	Clauses 1, 2, and 30
Rapid Site	Clauses 1, 2, 3 and 31
Secure Mobility <i>(formerly known as Secure Mobility from Orange)</i>	Clauses 1, 2, 3 and 25
Service Add-Ons	Clauses 1, 2, 3 and 33
Service Management	Clauses 1, 2, 3 and 32
Signal Booster	Clauses 1, 2 and 3
Smartnumbers <i>(formerly known as Orange smartnumbers)</i>	Clauses 1, 2, 3 and 23
Standard Support	Clauses 1, 2 and 3
Tailored End to End	Clauses 1, 2, 3 and 34
Tailored Set Up	Clauses 1, 2, 3 and 34
Tailored Support	Clauses 1, 2 and 3
Total Resource (Employees Transferring) <i>(formerly known as Total Resource from Orange)</i>	Clauses 1, 2, 3 and 26



Total Resource (No Employees Transferring) (formerly known as Total Resource from Orange)	Clauses 1, 2, 3 and 26
WiFi	Clause 3.3

- 1.2 For the purposes of the OBSMA and OBSCA the Solution Terms shall be treated as a Solution Schedule.
- 1.3 For the purposes of the OBA the Solution Terms shall be treated as a Service Schedule.
- 1.4 References to insurance propositions sold by or provided on behalf of EE include Orange Care.
- 1.5 A general reference to General Terms and Conditions for Business Customers without references to a specific clause number shall be construed as a reference to the OBSMA, OBSCA or OBA as applicable to the Customer.
- 1.6 In case of any inconsistency between these Solution Update Terms and the applicable Solution Terms, these Solution Update Terms will prevail.
- 1.7 The Solution Terms are available at [www.ee.co.uk/businesssterms](http://www.ee.co.uk/businesssterms).

## 2. General Definitions

These definitions apply where used in the relevant Solution Terms but do not otherwise affect the interpretation of the Agreement:

Business Agreements	means the OBSMA, OBSCA or OBA (as applicable).
Call Data Records	means 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.
Charged Basis	for the purposes of the OBSMA and OBSCA, means Chargeable Basis.
Contract Change Note	means the communication issued by EE by email or via <a href="http://www.salesforce.com">www.salesforce.com</a> from <a href="mailto:name@echosign.com">name@echosign.com</a> detailing the Customer's requested change to the Agreement.
Customer	for the purposes of the OBA, means You.
Customer Representative	a representative of the Customer with the authority to bind the Customer in relation to the Agreement, as detailed the Statement of Requirements, or as otherwise notified to EE.
Customer Order Form	for the purposes of the OBA means an Order; and for the purposes of the OBSMA and OBSCA means an order submitted using the current standard EE order form format (unless otherwise agreed by the parties), completed in full and which is accompanied by the Customer's letterhead or recognised purchase order clearly referring to the number of the Agreement.
EE	means Orange.
EE Group	means any entity or person controlled by, controlling or under common control with EE, from time to time. For the purpose of this definition the term "control" means ownership, directly or indirectly, of: (i) equity securities entitling it to exercise, in aggregate, 50% or more of the voting power in such corporation or other entity; (ii) 50% or more of the interest in the profit or income in the case of a business entity other than a corporation; or (iii) in the case of a partnership, any other comparable interest in the general partnership.
Funded Basis	for the purposes of the OBSMA and OBSCA, means Non-Chargeable basis.
Installed Equipment	any antennae, routers, enhancers, monitoring units or other equipment, including but not limited to equipment forming part of the Network, which EE may agree to install or otherwise provide for installation by the Customer at any premises owned, occupied or controlled by the Customer.
List Price	means the standard prices for services and equipment as current at the time the price needs to be determined. This definition shall replace the definitions of List Price set out in the OBA, OBSMA and OBSCA for the purpose of the Solution.
Minimum Connection Period	for the purposes of the OBSMA and OBSCA, means (for the applicable Solution) the Minimum Solution Schedule Term and for the purposes of the OBSCA, OBSCA and OBA is the minimum period for which the Customer commits to receive a particular Service and (where the Customer has one or more Connections under a Service) to keep each Connection Connected to the Network as detailed in the



	Agreement or as may be agreed between the parties from time to time.
Network	means the electronic communications system by which EE makes the Services available in the United Kingdom and any other type of communications system which may be provided by EE.
Personal Data	for the purposes of the OBSMA and OBSCA has the meaning set out in the Data Protection Act 1998.
Price Guide or EE Price Guide for Large Business Customers	means the Orange Business Price Guide.
Service Plan Add-On	for the purposes of the OBSMA and OBSCA, means a service product which the Customer may add to certain Service Plans which may include bundles of airtime, data use, text, EE additional Services and/or discounts offered by EE for an agreed monthly or other periodic payment or Subscription Charge.
Software	for the purposes of the OBSMA and OBSCA, means the EE Software and Third Party Software as updated from time to time.
Solution	for the purposes of the OBA, means a solution (which may include Services, Equipment and Content) to which additional requirements, technical details, commercial and support arrangements, terms and conditions may apply as set out in the Solution Terms.
Solution Description	for the purposes of the OBSMA and OBSCA, means the General Specification; and for the purposes of the OBA means a technical white paper or other product information in relation to Services or Equipment provided by EE as may be amended from time to time.
Solution Terms	means the Solution Terms applicable to the Solution (as defined in the OBSMA, OBSCA or OBA as applicable), into which these Solution Update Terms are incorporated (and including any Solution Description and Statement of Requirements where incorporated and where there is a conflict, the Statement of Requirements takes precedence over the Solution Description).
Statement of Requirements	means for the purposes of the OBA the form detailing the Customer's requirements in relation to a particular Service; and for the purposes of the OBSMA and OBSCA means the Customer Requirements Form.
Sub-contractor(s)	any person appointed by EE to perform EE's obligations under this Agreement to the Customer on EE's behalf.
Termination Charges	means the lump sum termination fees set out in the Solution Terms payable on termination of a Service or Disconnection of a Connection before the completion of the relevant Minimum Connection Period and/or in the circumstances set out within clause 3.2(c) of these Update Terms.
Working Day	means any day other than a Saturday, Sunday, Christmas Day, Good Friday or a day which is a bank holiday in the UK.

## 3. General Terms

3.1	Agreement of Statement of Requirements	<p>a. If the Customer orders a Solution to which a Statement of Requirements applies (as specified in the online Solution Terms), EE and the Customer shall agree the final contents of that Statement of Requirements in writing, in accordance with the process set out in clause 3.1(b) below, before EE provides the Solution.</p> <p>b. 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 incorporated into the Customer's Agreement when EE communicates to the Customer in writing that the Statement of Requirements is in final and agreed form.</p> <p>c. If the Statement of Requirements has not been agreed within 14 days of the date of the applicable Contract Change Note for the Solution and any such delay is not as a result of EE's actions, EE may, at its discretion and without the Customer being liable for Termination Charges for the relevant Solution:</p> <ul style="list-style-type: none"> <li>i. charge the Customer an administrative fee to cover EE's reasonable expenses caused by the delay; and/or</li> </ul>
-----	--	---



		<p>ii. terminate the Solution,</p> <p>in which case the Customer shall return to EE, in good condition, all Equipment supplied by EE 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 EE. Where Equipment is not returned, or in EE's reasonable opinion is not returned in good condition, EE reserves the right to charge the Customer at the List Price for such items.</p>
3.2	Minimum Connection Period	<p>a. The Minimum Connection Period for each Connection shall commence on the date that individual Connection is given access to the Network. The Minimum Connection Period for each Service shall commence on the date on which EE commences supply of the Service to the Customer.</p> <p>b. 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 from EE ("Base Facility"), the Customer agrees that the Minimum Connection Period for the Base Facility will be required to meet the longer of:</p> <ul style="list-style-type: none"> <li>i. the Minimum Connection Period of the New Facility; and</li> <li>ii. the Minimum Connection Period in respect of the Base Facility.</li> </ul> <p>c. 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 Connection Period.</p>
3.3	Customer Obligations	The Customer shall, and shall procure that its Users shall provide in a timely manner any information and/or assistance EE requires in order to supply the Services and Equipment, ensuring the continuing accuracy and completeness of such information.
3.4	Sub-contractors	Where the Agreement requires the Customer to provide information, assistance or access to EE or requires the Customer to comply with instructions of EE, the Customer acknowledges that it will be required to provide equal co-operation to EE's Sub-contractors.
3.5	Termination of the Solution	<p>a. Where any variation by EE to this Agreement is likely to be of material detriment to the Customer, EE will give the Customer at least one month's written notice of the variation (save where this is not practicable due to a change imposed by a legal or regulatory body) and the Customer will have the right to terminate the relevant Service and/or Equipment by giving EE 30 days' written notice. This right to terminate ends 60 days after the date on which the variation became effective.</p> <p>b. Subject to clause 3.5(a) (above), EE may at any time, withdraw the Solution where it is either no longer able to provide the Solution because its nominated third party supplier no longer provides the Service to EE, or where EE has decided that the Solution is no longer suitable to its business operations, provided it gives the Customer at least 60 days' notice of such withdrawal. The Customer shall not be liable to pay any Termination Charges in respect of the Solution where EE exercises its rights under this clause.</p> <p>c. Upon expiry or termination of a Solution: (i) the Customer shall pay any Termination Charges which are due in accordance with the Agreement and/or clause 3.2(c) of these Update Terms; and (ii) any unused Technology Fund is forfeited.</p>
3.6	Termination Charges	<p>a. Termination Charges shall be payable where:</p> <ul style="list-style-type: none"> <li>i. a Service is terminated or a Connection is Disconnected prior to completion of its Minimum Connection Period by the Customer unless such termination is due to default of EE: under clause 26.2 (material or persistent breach) or clause 26.6 (insolvency) of the OBA; or under clause 41.2 (material or persistent breach) or clause 41.6 (insolvency) of the OBSMA or OBSCA; and</li> <li>ii. a Service is terminated or a Connection is Disconnected prior to completion of its Minimum Connection Period by EE: <ul style="list-style-type: none"> <li>A. in accordance with clause 26.2 (material or persistent breach), 26.3 (breach) or 26.6 (insolvency) of the OBA; or in accordance with clause 41.2 (material or persistent breach), 41.3 (breach) or 41.6 (insolvency) of the OBSMA or OBSCA; and/or</li> <li>B. because a Connection has had no inbound or outbound communications traffic in any consecutive 3 month period.</li> </ul> </li> </ul> <p>b. The Customer acknowledges that the Termination Charges represent a genuine pre-estimate of the</p>



		<p>loss suffered by EE due to early termination, having regard to the overall commercial deal between the parties, and that the Termination Charges do not represent a penalty.</p> <p>c. The Customer may terminate a Service or an order for Equipment without liability for Termination Charges by giving EE 30 days' written notice where EE has varied the terms of, or increased the Charges under, the Agreement in relation to that specific Service or Equipment to the material detriment of the Customer. This right to terminate ends 60 days after the date on which the variation became effective.</p>
3.7	Data Protection	<p>a. The Customer acknowledges and agrees that EE is the Data Controller of Users' Personal Data generated by EE providing the Services including without limitation Call Data Records.</p> <p>b. Nothing in the Agreement shall prevent EE from processing User's data for internal business analytics purposes and for products and services offered to third parties provided that the data shared with third parties for these purposes will only be shared with such third parties in a form that does not enable the third party to identify an individual User.</p>
3.8	SIM Cards	Devices that contain SIM Cards will be Connected when they are dispatched to the Customer unless otherwise agreed by EE. The Customer may request to retain an Inactive Connection however this may be subject to an Inactive Connection Fee (as set out in the Price Guide).
3.9	Solution Description	Changes to the Solution Description (including without limitation 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 in accordance with clause 34.3 of the OBSMA and OBSCA or clause 19.2 of the OBA, as applicable.

## 4. Update Terms for Additional Network Equipment

4.1 This clause 4 shall only apply to a Customer who has taken an Additional Network Equipment Solution from EE.

4.2 Definitions

4.3 In addition to clause 2 of this Update Terms Guide the following definitions apply:

Data Controller	for the purposes of the OBSMA and OBSCA, has the meaning set out in the Data Protection Act 1998.
Data Protection Legislation	the Data Protection Act 1998, the Privacy and Electronic Communications (EC Directive) Regulations 2003, the Privacy and Electronic Communications (EC Directive) (Amendment) Regulations 2011, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (s/2000/2699), any amendments or replacements to them and all other applicable laws and regulations relating to the processing of personal data and privacy.

4.4 Update Terms

a.	Term and Termination	<p>These Solution Terms shall come into effect on the date on which EE commences the supply of the relevant Solution to the Customer and shall remain in force for the Minimum Connection Period.</p> <p>Upon expiry of the Minimum Connection Period for the Solution, EE will continue to supply the Solution and charge the monthly charges until the Customer provides EE with not less than 30 days' notice of termination in writing.</p>
b.	Customer obligations	<p>The Customer shall (and shall procure that its Users shall)</p> <ol style="list-style-type: none"> <li>i. comply with any manuals and guidance issued by EE or relevant third party manufacturer or supplier concerning use of the Equipment, Services and Network and co-operate with EE's reasonable security and other checks (which may include EE making calls or sending communications to Users);</li> <li>ii. provide all reasonable information, assistance and cooperation to EE and its third party suppliers necessary to enable EE to provide the Solution; and</li> <li>iii. inform EE upon becoming aware of any suspected or actual unauthorised use of the Equipment or Solution and take all steps necessary, including any steps requested by EE, to prevent such use.</li> </ol>





c.	Installed Equipment	<ul style="list-style-type: none"> <li>i. Where EE installs Equipment for the Customer, the Customer will notify EE of any health and safety and security policies in relation to the Customer's premises and EE will comply with any such reasonable policies notified in advance to EE. The Customer shall ensure that all necessary and appropriate authorities, licences and consents have been obtained and complied with in order to allow EE to install Equipment and that it provides a suitable and safe working environment for EE.</li> <li>ii. Where EE provides Installed Equipment, the Customer agrees: <ul style="list-style-type: none"> <li>A. to grant EE the right to install, store, operate, maintain and support any Installed Equipment on the Customer's premises to enable provision of the Services;</li> <li>B. to provide EE with reasonable access to the Customer's premises and systems during normal office hours and if necessary outside these hours for the installation, implementation, de-commissioning, removal and ongoing maintenance and support of the Services and/or Equipment; and</li> <li>C. not to modify, tamper, move or interfere with any Installed Equipment in any way other than to assist with any installation and implementation, without the prior written consent of EE, nor to use the Installed Equipment for any purpose other than for the Services.</li> </ul> </li> <li>iii. EE reserves the right to make further charges in respect of installation services if, as a result of the Customer's acts or omissions, installation cannot be completed on the agreed date.</li> <li>iv. On completion of installation of the Installed Equipment, EE 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 EE and the Customer, the Customer shall provide a written sign-off confirming acceptance of the installation. Following such acceptance, EE will not be responsible for providing further installation and implementation services to the Customer and if any such services are required, EE may charge the Customer reasonable fees to be agreed with the Customer.</li> <li>v. 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 Customer's use of the Services, including the storage of the Installed Equipment on the Customer's premises.</li> <li>vi. If EE causes any damage to the Customer's premises during the installation of the Installed Equipment due to EE's negligence, EE will cover the reasonable costs of any work that is needed to restore the premises to the condition it was in immediately before the damage occurred. In all other cases, restoration is the Customer's responsibility.</li> </ul>
d.	Access to Internet	<p>The Solution may enable access to the internet, use of which is solely at the Customer's risk. EE has no control over and is not responsible or liable in any way for any content offered by third parties on or through the Solution. The Customer agrees that it retains responsibility for, and control of, content which it sends or passes over the Network.</p>
e.	Equipment	<p>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 7 days of delivery.</p>
f.	Liability	<p>Subject to clause 28.5 of the OBA or clause 43.3 of the OBSMA or OBSCA (as applicable), EE will not be liable for:</p> <ul style="list-style-type: none"> <li>i. any delay or failure to provide and/or maintain the Solution due to any failure by the Customer to comply with its obligations under the Solution Terms;</li> <li>ii. any breach of this Agreement to the extent that any delay or failure by EE 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 Agreement; (b) acts, omissions or negligence of other providers of telecommunication services, except where such providers are Sub-contractors; or (c) acts, defaults, omissions or negligence of third party suppliers or manufacturers, except where such providers are Sub-contractors;</li> <li>iii. any faults in or malfunctions of any Equipment or EE Software where any alteration or addition has been made to the Equipment or EE Software without EE's prior written consent; or</li> <li>iv. for any loss or corruption of any software used by the Customer which is not provided by EE.</li> </ul>



		<p>Neither party shall be liable to the other in contract, tort (including negligence) or otherwise for any loss or corruption of data or software.</p>
g.	Confidentiality and Data Protection	<p>clause 8.1 of the Solution Terms shall be deleted and replaced with the following:</p> <p>Each party undertakes that it shall not at any time during this Agreement, and for a period of 3 years after termination of this Agreement, disclose to any person the terms of this Agreement or any Confidential Information, except as permitted by this clause.</p> <p>Disclosure of Confidential Information is permitted:</p> <ul style="list-style-type: none"> <li>i. 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 this Agreement, provided always that the disclosing party ensures such recipients comply with this clause;</li> <li>ii. as may be required by law, court order or any governmental or regulatory authority;</li> <li>iii. by EE to any debt collection agency, credit reference agency, credit or fraud monitoring scheme, security agency or credit provider of any information relating to the Customer's account and performance under this Agreement, and to any member of the EE Group, for fraud prevention, credit checks, debt recovery, crime and money laundering prevention and account management;</li> <li>iv. by EE as may be permitted pursuant to Data Protection Legislation;</li> <li>v. with the consent of the disclosing party;</li> <li>vi. to the extent that information has come into the public domain through no fault of the receiving party; and/or</li> <li>vii. by the Customer to members of its Group to the extent required for such Group members to place orders, use the Solution and comply with the terms of the Agreement.</li> </ul> <p>Upon expiry or termination of the Solution for any reason the parties must promptly on request return or destroy all Confidential Information specific to this Solution (except that EE may retain such information where required for regulatory purposes) and also return any property belonging to the other (and where requested provide written confirmation of this).</p> <p><b>Data Protection</b></p> <p>The Customer shall ensure that Users' Personal Data is accurate and up to date when disclosed to EE.</p> <p>The Customer shall ensure that it has obtained all necessary consents under Data Protection Legislation to disclose its Users' Personal Data to EE and for EE to process Users' Personal Data for the purpose of this Agreement.</p> <p>Each party shall comply with its obligations under Data Protection Legislation in respect of any Personal Data processed under this Agreement. The Customer acknowledges and agrees that EE is the Data Controller of Users' Personal Data generated by EE providing the Services including without limitation Call Data Records.</p> <p>EE will process Users' Personal Data:</p> <ul style="list-style-type: none"> <li>i. for the provision of the Services (and for these purposes EE may share such Personal Data with its suppliers, Sub-contractors and service providers);</li> <li>ii. for the purpose of fulfilling its obligations under this Agreement;</li> <li>iii. as may be required by law, court order or any governmental or regulatory authority; and</li> <li>iv. in accordance with its privacy policy (as amended from time to time and which is available at <a href="http://www.ee.co.uk/business/terms">www.ee.co.uk/business/terms</a>) and the Customer agrees that it will bring EE's privacy policy to the attention of its Users.</li> </ul> <p>EE shall implement appropriate technical and organisational security measures against unauthorised or unlawful processing of Users' Personal Data and against accidental loss or destruction of, or damage to, Users' Personal Data.</p> <p>EE may share the Customer's information and Users' Personal Data with other EE Group companies. EE may also share the Customer's information and Users' Personal Data with service providers acting on behalf of EE for marketing purposes. The Customer agrees to EE and/or its service providers keeping it and its Users informed about EE, EE Group and third party products, services and offers. EE, an EE</p>





Group company or a service provider acting on behalf of EE may contact the Customer and its Users by telephone, mail or electronically, online or via any other interactive media, to let the Customer and/or Users know about EE, EE Group or third party products, services and offers that may be of particular interest.

EE shall not transfer any Personal Data disclosed by the Customer to EE to any country outside of the European Economic Area unless EE ensures that such data is subject to an adequate level of protection in accordance with the Data Protection Act 1998.

Any disclosure of Users' Call Data Records by EE to the Customer will be subject to the Customer completing and submitting to EE a request for those records, EE'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 EE's current standard format (which is available on request).

## 5. Update Terms for Blackberry® Enterprise Service 12

5.1 This clause 5 shall only apply to a Customer who has taken a Blackberry® Enterprise Service 12 Solution from EE.

5.2 Definitions

5.3 In addition to clause 2 of this Update Terms Guide the following definitions apply:

Blackberry® Products	means the Blackberry® Devices, Accessories and the Software supplied by EE to Customer under the Agreement, together with any related documentation.
End User Licensed Software	for the purposes of the OBSMA and OBSCA, means Third Party Software.

5.4 Update Terms

a.	Term and Termination	The Solution Terms shall come into effect on the date on which EE commences the supply of the Solution to the Customer and shall remain in force for the Minimum Connection Period and thereafter until terminated in accordance with the Agreement or the Solution Terms.
b.	Customer Obligations	The Customer shall and shall procure that its Users shall: <ol style="list-style-type: none"> <li>i. not use any confidential information contained in or derived from the End User Licensed Software contained in, or forming part of, the Solution to develop or market any software which is substantially similar in function and expression to any part of the Software contained in, or forming part of, the Solution;</li> <li>ii. take reasonable care of Blackberry® Products and not tamper with, attempt to repair or mistreat any Blackberry® Product in any way which might invalidate any warranty provided by the manufacturer of the Blackberry® Product;</li> <li>iii. not sell, licence or give away Blackberry® Products or use any Blackberry® Product as security for any loan or allow it to be seized by anyone in satisfaction of a debt or allow anyone else to keep it; and</li> <li>iv. not attempt to acquire, or assert that it has acquired, any intellectual property relating to a Blackberry® Product.</li> </ol>
c.	Blackberry® Upgrades	Each Upgraded Connection will be subject to a further Minimum Connection Period, commencing on the earlier of the date of Connection of the Upgraded Connection(s), or two weeks from the date of shipping.
d.	End User Licensed Software Delivery	EE may deliver End User Licensed Software to the Customer via electronic means by sending the software to the email addresses provided by the Customer for this purpose from time to time or by advising the Customer where such software may be downloaded from on the internet. EE cannot reissue any software delivered by email and the Customer must ensure that correct email addresses are notified to EE and that any firewall or other protection will not prevent delivery by EE.
e.	Liability	Subject to clause 28.5 of the OBA; or clause 43.3 and clause 43.4 OBSMA or OBSCA (as applicable), neither party will be liable to the other in contract or tort (including negligence) or otherwise for any loss (whether direct or indirect) of profit, business, contract, use, anticipated saving or revenue, goodwill, production, business interruption, wasted expenditure, any loss or corruption of data or software, or for



		any indirect or consequential loss or damage whatsoever arising under or in connection with this Agreement.
f.	Legal Compliance	<ul style="list-style-type: none"> <li>i. 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.</li> <li>ii. EE 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.</li> </ul>

## 6. Update Terms for BlackBerry® for business (BlackBerry® Internet Service, BlackBerry® Enterprise Server and/or BlackBerry® Enterprise Server Express)

6.1 This clause 6 shall only apply to a Customer who has taken a BlackBerry® for business Solution (BlackBerry® Internet Service, BlackBerry® Enterprise Server and/or BlackBerry® Enterprise Server Express) from EE.

### 6.2 Definitions

In addition to clause 2 of this Update Terms Guide the following definitions apply:

Blackberry® Products	means the Blackberry® Devices, Accessories and the Software supplied by EE to Customer under the Agreement, together with any related documentation.
End User Licensed Software	for the purposes of the OBSMA and OBSCA, means Third Party Software.
Upgraded Connection	means a voice Connection which is upgraded to a Blackberry® Connection under these Solution Terms.

### 6.3 Update Terms

a.	Term and Termination	The Solution Terms shall come into effect on the date on which EE commences the supply of the Solution to the Customer and shall remain in force for the Minimum Connection Period and thereafter until terminated in accordance with the Agreement or the Solution Terms.
b.	Customer Obligations	<p>The Customer shall and shall procure that its Users shall:</p> <ul style="list-style-type: none"> <li>i. not use any confidential information contained in or derived from the End User Licensed Software contained in, or forming part of, the Solution to develop or market any software which is substantially similar in function and expression to any part of the Software contained in, or forming part of, the Solution;</li> <li>ii. take reasonable care of Blackberry® Products and not tamper with, attempt to repair or mistreat any Blackberry® Product in any way which might invalidate any warranty provided by the manufacturer of the Blackberry® Product;</li> <li>iii. not sell, licence or give away Blackberry® Products or use any Blackberry® Product as security for any loan or allow it to be seized by anyone in satisfaction of a debt or allow anyone else to keep it; and</li> <li>iv. not attempt to acquire, or assert that it has acquired, any intellectual property relating to a Blackberry® Product.</li> </ul>
c.	Blackberry® Upgrades	Each Upgraded Connection will be subject to a further Minimum Connection Period, commencing on the earlier of the date of Connection of the Upgraded Connection(s), or two weeks from the date of shipping.
d.	End User Licensed Software Delivery	EE may deliver End User Licensed Software to the Customer via electronic means by sending the software to the email addresses provided by the Customer for this purpose from time to time or by advising the Customer where such software may be downloaded from on the internet. EE cannot reissue any software delivered by email and the Customer must ensure that correct email addresses are notified to EE and that any firewall or other protection will not prevent delivery by EE.
e.	Liability	Subject to clause 28.5 of the OBA; or clause 43.3 and clause 43.4 OBSMA or OBSCA (as applicable), neither party will be liable to the other in contract or tort (including negligence) or otherwise for any loss (whether direct or indirect) of profit, business, contract, use, anticipated saving or revenue, goodwill, production, business interruption, wasted expenditure, any loss or corruption of data or software, or for



		any indirect or consequential loss or damage whatsoever arising under or in connection with this Agreement.
f.	Legal Compliance	<ul style="list-style-type: none"> <li>i. 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.</li> <li>ii. EE 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.</li> </ul>

## 7. Update Terms for Broadband and Fibre Broadband

7.1 This clause 7 shall only apply to a Customer who has taken a Broadband and/or Fibre Broadband Solution from EE.

### 7.2 Definitions

In addition to clause 2 of this Update Terms Guide the following definitions apply:

Additional Charges	means the additional fees set out in the Price Guide for specified administration or account activity.
Installation Charges	means one off charges payable by the Customer for installation of Installed Equipment by EE or a Sub-contractor.
Intellectual Property Rights	means copyright, database rights, design rights, patents, trade marks, domain names (whether or not any of the same are registered and including applications for registration of the same) and confidential information, know-how and all other intellectual property or forms of protection of similar nature or having equivalent or similar effect to any of the same, which may subsist in any part of the world.

### 7.3 Update Terms

a.	Term and Termination	The Solution Terms shall come into effect on the date on which EE commences the supply of the Solution to the Customer and shall remain in force for the Minimum Connection Period and thereafter until the Solution expires or is terminated by either party in accordance with the Agreement.
b.	User consents	The Customer warrants and represents that it has the consent of its Users to disclose information to EE and for EE to use such information and to disclose it to any necessary third parties (including installers) to enable the Solution to be provided.
c.	Customer obligations	<p>The Customer shall (and shall procure that its Users shall):</p> <ul style="list-style-type: none"> <li>i. provide all reasonable information and assistance to EE necessary to enable EE to provide the Solution;</li> <li>ii. provide EE (or its Sub-contractors) with reasonable access to the Customer's or Users' premises and systems during normal office hours and if necessary outside of those hours for the installation, implementation, de-commissioning, removal and ongoing maintenance of the Services and/or Equipment. EE will not be liable for any failure under the Solution Terms due to any lack of or delay in providing such access;</li> <li>iii. not add to, modify or in any other way interfere with any EE supplied Equipment, nor allow anyone else to do so (unless expressly authorised in writing by EE);</li> <li>iv. not use the Solution in any way which causes annoyance, inconvenience or needless anxiety as set out in the Communications Act 2003, nor use the Solution to send spam or unsolicited communications without the receiver's consent;</li> <li>v. inform EE upon becoming aware of any suspected or actual unauthorised use of the Services or Equipment and take all such steps necessary including any steps requested by EE, to prevent such use; and</li> <li>vi. ensure that all Customer Equipment (including laptops and PCs) used with the Solution is adequately protected against viruses.</li> </ul>
d.	EE obligations	If EE causes any damage to Customer's premises during the installation of the Installed Equipment due to EE's negligence, EE will cover the reasonable costs of any work that is needed to restore the premises to the condition it was in immediately before the damage occurred. In all other cases, restoration is the



		Customer's responsibility.
e.	Internet and email	<ul style="list-style-type: none"> <li>i. The Solution enables access to the internet, use of which is solely at the Customer's risk. EE has no control over and is not responsible or liable in any way for any content offered by third parties on or through the Solution. The Customer agrees that it retains responsibility for, and control of, content which it sends or passes over the Network.</li> <li>ii. EE may use within its systems virus screening technology which may result in the deletion or alteration of email and/or email attachments, although EE does not guarantee that such technology will be effective against virus attacks.</li> </ul>
f.	Suspension	EE may, without liability to the Customer, suspend the Customer's and/or any Users access to the Solution, or to any relevant part where necessary to safeguard the integrity and security of the Network or to reduce fraud.
g.	Limitation of Liability	Neither party will be liable to the other in contract or tort (including negligence) or otherwise for any loss or corruption of data or software.
h.	Amendment to clause 8.1 of the Solution Terms	<p>The clause reference in the last sentence of clause 8.1 of the Solution Terms shall be replaced as follows:</p> <ul style="list-style-type: none"> <li>i. for customers who have contracted with EE using the OBA, with a reference to clauses 28.2 and 28.3 of the OBA; and</li> <li>ii. for customers who have contracted with EE using the OBSMA or OBSCA, with a reference to clauses 43.1 and 43.4 of the OBSMA or OBSCA.</li> </ul>

## 8. Update Terms for Business Class Service (replacing standard service)

8.1 This clause 8 shall only apply to a Customer who has taken a Business Class Service Solution (replacing standard service) from EE.

8.2 Definitions

8.3 In addition to clause 2 of this Update Terms Guide the following definitions apply:

Data Controller	for the purposes of the OBSMA and OBSCA, has the meaning set out in the Data Protection Act 1998.
Data Protection Legislation	the Data Protection Act 1998, the Privacy and Electronic Communications (EC Directive) Regulations 2003, the Privacy and Electronic Communications (EC Directive) (Amendment) Regulations 2011, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (s/2000/2699), any amendments or replacements to them and all other applicable laws and regulations relating to the processing of personal data and privacy.
Replacement SIM Card Fee	means as set out in the Price Guide.

8.4 Update Terms

a.	Eligibility	The eligibility criteria set out at Part 11 of the EE Price Guide for Large Business Customers (available at <a href="http://www.ee.co.uk/business/terms">www.ee.co.uk/business/terms</a> ), and also referred to in Section 1 of the Solution Description, shall not apply. However EE will only provide the Business Class Service Solution to the Customer if agreed by EE in writing in a Contract Change Note.
b.	Provisioning	<p>[Paragraphs one and two of Section 2 of the Solution Description shall be deleted and replaced as follows:]</p> <p>EE will manage the provisioning of Connections onto the EE network when the Customer first joins EE* and on an ongoing basis as and when the Customer adds, replaces or Upgrades new Connections, Devices or SIM Cards to its account.</p> <p>*For the purposes of this feature of the Service, the definition of 'the Customer first joins EE' means a new Customer to the EE brand and shall exclude any existing Customer which was a Customer of the Orange brand and has now become a Customer of the EE brand and is either in-life or re-signing (Legacy Customer). Legacy Customers will benefit from the provisioning feature as and when it adds new Connections, replaces or Upgrades Devices and from the Mobile Number Portability. Legacy Customers will continue to be managed by their existing EE in-life team.</p>



c.	Customer obligations	<p>The Customer shall (and shall procure that its Users shall):</p> <ul style="list-style-type: none"> <li>i. comply with any manuals and guidance issued by EE or a relevant third party manufacturer or supplier concerning the use of the Equipment, Services and Network and co-operate with EE's reasonable security and other checks (which may include EE making calls or sending communications to Users);</li> <li>ii. only use Equipment or Customer Equipment which is authorised by EE (such authorisation not to be unreasonably withheld);</li> <li>iii. inform EE 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 EE, to prevent such use;</li> <li>iv. comply with all applicable regulatory provisions, laws, codes of conduct and guidelines;</li> <li>v. before providing any information or data required by EE to perform the Services the Customer shall make any necessary back up of such information or data.</li> </ul>
d.	Access to Internet	<p>The Solution may enable access to the internet, use of which is solely at the Customer's risk. EE has no control over and is not responsible or liable in any way for any content offered by third parties on or through the Solution. The Customer agrees that it retains responsibility for, and control of, content which it sends or passes over the Network.</p>
e.	Equipment	<p>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 7 days of delivery.</p>
f.	Data back-up	<p>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.</p>
g.	Support	<p>The Customer acknowledges that any support services that may be provided by EE are only provided for the specified Equipment and that EE does not provide support for any other equipment (including without limitation Customer Equipment), unless otherwise agreed by EE in writing.</p> <p>The Customer acknowledges that EE has no responsibility for faults which in its reasonable opinion result (directly or indirectly) from any software applications loaded by the Customer onto a Device that are not compatible with the Device or the EE Network.</p>
h.	Warranty	<p>The warranty referred to at Section 8 of the Solution Description is as follows:</p> <ul style="list-style-type: none"> <li>i. EE 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 12 calendar months from delivery. All out of warranty replacements will be charged to the Customer at List Price.</li> <li>ii. SIM Cards which are defective due to faulty materials or workmanship will be replaced by EE at no charge for the duration of this Agreement. 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.</li> <li>iii. The Customer shall notify EE within 14 days of receipt if any Device has arrived damaged and/or faulty or if an order has been incorrectly fulfilled. EE shall replace such damaged or faulty Device with a new Device.</li> <li>iv. The above warranties are subject to compliance by the Customer and other 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. EE shall not be liable for faults in or malfunction of any Equipment or EE Software where: <ul style="list-style-type: none"> <li>A. the Customer or Users have failed to comply with such licences, specifications, manuals, guidelines or conditions; or</li> <li>B. any alteration, modification or addition has been made to the Equipment or EE Software without EE's prior written consent.</li> </ul> </li> </ul>
i.	Liability	<p>Subject to clause 28.5 of the OBA or clause 43.3 of the OBSMA or OBSCA (as applicable), EE will not be liable to the Customer in contract, tort (including negligence) or otherwise for:</p> <ul style="list-style-type: none"> <li>i. any breach of this Agreement to the extent that any delay or failure by EE to perform its</li> </ul>





		<p>obligations results from: (a) an act, omission or delay of the Customer or its agents, sub-contractors, consultants or employees resulting in negligence or breach of law, or which is contrary to the terms of this Agreement; (b) acts, omissions or negligence of other providers of telecommunication services, except where such providers are Sub-contractors; or (c) acts, defaults, omissions or negligence of third party suppliers or manufacturers, except where such providers are Sub-contractors; or</p> <p>ii. for any loss or corruption of any software.</p>
j.	Confidentiality	<p>i. Each party undertakes that it shall not at any time during this Agreement, and for a period of 3 years after termination of this Agreement, disclose to any person the terms of this Agreement or any Confidential Information, except as permitted by clause 8.4(j)(ii) of these Update Terms below.</p> <p>ii. Disclosure of Confidential Information is permitted:</p> <p>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 this Agreement, provided always that the disclosing party ensures such recipients comply with this clause 8.4(j) of these Update Terms;</p> <p>B. as may be required by law, court order or any governmental or regulatory authority;</p> <p>C. by EE to any debt collection agency, credit reference agency, credit or fraud monitoring scheme, security agency or credit provider of any information relating to the Customer's account and performance under this Agreement, and to any member of the EE Group, for fraud prevention, credit checks, debt recovery, crime and money laundering prevention and account management;</p> <p>D. by EE as may be permitted pursuant to Data Protection Legislation;</p> <p>E. with the consent of the disclosing party;</p> <p>F. to the extent that information has come into the public domain through no fault of the receiving party; and/or</p> <p>G. by the Customer to members of its Group to the extent required for such Group members to place orders, use the Solution and comply with the terms of the Agreement.</p> <p>iii. Upon expiry or termination of the Solution for any reason the parties must promptly on request return or destroy all Confidential Information specific to this Solution (except that EE may retain such information where required for regulatory purposes) and also return any property belonging to the other (and where requested provide written confirmation of this).</p>
k.	Data Protection	<p>i. The Customer shall ensure that Users' Personal Data is accurate and up to date when disclosed to EE.</p> <p>ii. The Customer shall ensure that it has obtained all necessary consents under Data Protection Legislation to disclose its Users' Personal Data to EE and for EE to process Users' Personal Data for the purpose of this Agreement.</p> <p>iii. Each party shall comply with its obligations under Data Protection Legislation in respect of any Personal Data processed under this Agreement. The Customer acknowledges and agrees that EE is the Data Controller of Users' Personal Data generated by EE providing the Services including without limitation Call Data Records.</p> <p>iv. EE will process Users' Personal Data:</p> <p>A. for the provision of the Services (and for these purposes EE may share such Personal Data with its suppliers, Sub-contractors and service providers);</p> <p>B. for the purpose of fulfilling its obligations under this Agreement;</p> <p>C. as may be required by law, court order or any governmental or regulatory authority; and</p> <p>D. in accordance with its privacy policy (as amended from time to time and which is available at <a href="http://www.ee.co.uk/business/terms">www.ee.co.uk/business/terms</a>) and the Customer agrees that it will bring EE's privacy policy to the attention of its Users.</p> <p>v. EE shall implement appropriate technical and organisational security measures against unauthorised or unlawful processing of Users' Personal Data and against accidental loss or destruction of, or damage to, Users' Personal Data.</p>



- vi. EE may share the Customer's information and Users' Personal Data with other EE Group companies.
- vii. EE shall not transfer any Personal Data disclosed by the Customer to EE to any country outside of the European Economic Area unless EE ensures that such data is subject to an adequate level of protection in accordance with the Data Protection Act 1998.
- viii. Any disclosure of Users' Call Data Records by EE to the Customer will be subject to the Customer completing and submitting to EE a request for those records, EE'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 EE's current standard format (which is available on request).

## 9. Update Terms for Call Safe (formerly known as Call Safe from Orange)

9.1 This clause 9 shall only apply to a Customer who has taken a Call Safe Solution.

### 9.2 Definitions

In addition to clause 2 of this Update Terms Guide the following definitions apply:

Data Controller	for the purposes of the OBSMA and OBSCA, has the meaning set out in the Data Protection Act 1998.
End User Licensed Software	for the purposes of the OBSMA and OBSCA, means Third Party Software.

### 9.3 Update Terms

a.	Term and Termination	The Solution shall remain in force for the Minimum Connection Period and thereafter until the Solution is terminated by either party in accordance with the Agreement.
b.	End User Licence Agreement	The Customer shall (and shall procure that its Users shall) comply with the End User Licence Agreement.
c.	Customer Obligations	The Customer: <ul style="list-style-type: none"> <li>i. shall (and shall procure that Users shall) comply with any manuals and guidance issued by EE or relevant third party manufacturer or supplier concerning use of the Equipment, Services and Network and co-operate with EE's reasonable security and other checks (which may include EE making calls or sending communications to Users);</li> <li>ii. warrants and represents that it has the consent of its Users to disclosure User information to EE and for EE to use such information and to disclose it to any necessary third parties (including installers) to enable the Solution to be provided.</li> </ul>

## 10. Update Terms for Care In Motion, powered by NDL (formerly known as Care In Motion from Orange, powered by NDL)

10.1 This clause 10 shall only apply to a Customer who has taken the Care In Motion, powered by NDL Solution.

### 10.2 Definitions

In addition to clause 2 of this Update Terms Guide the following definitions apply:

Data Controller	for the purposes of the OBSMA and OBSCA, has the meaning set out in the Data Protection Act 1998.
Data Protection Legislation	the Data Protection Act 1998, the Privacy and Electronic Communications (EC Directive) Regulations 2003, the Privacy and Electronic Communications (EC Directive) (Amendment) Regulations 2011, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (s/2000/2699), any amendments or replacements to them and all other applicable laws and regulations relating to the processing of personal data and privacy.
End User Licensed Software	for the purposes of the OBSMA and OBSCA means Third Party Software.



## 10.3 Update Terms

a.	Term and Termination	The Solution shall remain in force for the Minimum Connection Period and thereafter until the Solution expires or is terminated by either party in accordance with the Agreement.
b.	End User Licence Agreement	The Customer shall (and shall procure that its Users shall) comply with the End User Licence Agreement.
c.	Customer obligations	<p>The Customer shall (and shall procure that its CIM Users shall):</p> <ul style="list-style-type: none"> <li>i. comply with any manuals and guidance issued by EE or relevant third party manufacturer or supplier concerning use of the Equipment, Services and Network and co-operate with EE's reasonable security and other checks (which may include EE making calls or sending communications to Users); and</li> <li>ii. co-operate with EE and any nominated third party supplier in all matters relating to the Solution including providing all reasonable information and assistance necessary to provide the Solution including any reasonable security and other checks.</li> </ul> <p>The Customer warrants and represents that it has the consent of its CIM Users to disclose CIM User information to EE and for EE to use such information and to disclose it to any necessary third parties (including installers) to enable the Solution to be provided.</p>
d.	Termination	Reference to the General Terms and Conditions in clause 5.3(b) shall be construed as a reference to the OBSCA, OBSMA or OBA as applicable.

## 11. Update Terms for Connected Vehicle

11.1 This clause 11 shall only apply to a Customer who has taken a Connected Vehicle Solution from EE.

11.2 Definitions

11.3 In addition to clause 2 of this Update Terms Guide the following definitions apply:

Data Controller	for the purposes of the OBSMA and OBSCA, has the meaning set out in the Data Protection Act 1998.
Data Protection Legislation	the Data Protection Act 1998, the Privacy and Electronic Communications (EC Directive) Regulations 2003, the Privacy and Electronic Communications (EC Directive) (Amendment) Regulations 2011, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (s/2000/2699), any amendments or replacements to them and all other applicable laws and regulations relating to the processing of personal data and privacy.

## 11.4 Update Terms

a.	Term and Termination	<p>These Solution Terms shall come into effect on the date on which EE commences the supply of the relevant Solution to the Customer and shall remain in force for the Minimum Connection Period.</p> <p>Upon expiry of the Minimum Connection Period for the Solution, EE will continue to supply the Solution and charge the monthly charges until the Customer provides EE with not less than 30 days' notice of termination in writing.</p>
b.	Customer obligations	<p>The Customer shall (and shall procure that its Users shall):</p> <ul style="list-style-type: none"> <li>i. comply with any manuals and guidance issued by EE or relevant third party manufacturer or supplier concerning use of the Equipment, Services and Network and co-operate with EE's reasonable security and other checks (which may include EE making calls or sending communications to Users);</li> <li>ii. provide all reasonable information, assistance and cooperation to EE and its third party suppliers necessary to enable EE to provide the Solution; and</li> <li>iii. inform EE upon becoming aware of any suspected or actual unauthorised use of the Equipment or Solution and take all steps necessary, including any steps requested by EE, to prevent such use.</li> </ul>
c.	Installed Equipment	<ul style="list-style-type: none"> <li>i. Where EE installs Equipment for the Customer, the Customer will notify EE of any health and safety and security policies in relation to the Customer's premises and EE will comply with any such reasonable policies notified in advance to EE. The Customer shall ensure that all</li> </ul>



		<p>necessary and appropriate authorities, licences and consents have been obtained and complied with in order to allow EE to install Equipment and that it provides a suitable and safe working environment for EE.</p> <p>ii. Where EE provides Connected Vehicle Equipment, the Customer agrees:</p> <p>A. to grant EE the right to install, store, operate, maintain and support any Connected Vehicle Equipment on the Customer;</p> <p>B. to provide EE with reasonable access to the Customer Vehicle and its systems during normal office hours and if necessary outside these hours for the installation, implementation, decommissioning, removal and ongoing maintenance and support of the Services and/or Connected Vehicle Equipment; and</p> <p>C. not to modify, tamper, move or interfere with any Connected Vehicle Equipment in any way other than to assist with any installation and implementation, without the prior written consent of EE, nor to use the Connected Vehicle Equipment for any purpose other than for the Services.</p> <p>iii. EE reserves the right to make further charges in respect of installation services if, as a result of the Customer's acts or omissions, installation cannot be completed on the agreed date.</p> <p>iv. On completion of installation of the Connected Vehicle Equipment, EE 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 EE and the Customer, the Customer shall provide a written sign-off confirming acceptance of the installation. Following such acceptance, EE will not be responsible for providing further installation and implementation services to the Customer and if any such services are required, EE may charge the Customer reasonable fees to be agreed with the Customer.</p> <p>v. 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 Customer's use of the Services and the Customer Vehicle.</p> <p>vi. If EE causes any damage to the Customer Vehicle during the installation of the Connected Vehicle Equipment due to EE's negligence, EE will cover the reasonable costs of any work that is needed to restore the premises to the condition it was in immediately before the damage occurred. In all other cases, restoration is the Customer's responsibility.</p>
d.	Access to Internet	The Solution may enable access to the internet, use of which is solely at the Customer's risk. EE has no control over and is not responsible or liable in any way for any content offered by third parties on or through the Solution. The Customer agrees that it retains responsibility for, and control of, content which it sends or passes over the Network.
e.	Equipment	<p>Connected Vehicle Equipment may be subject to additional terms (such as user manuals and in box documentation) which the Customer accepts by retaining and using such Connected Vehicle Equipment. If the Customer does not consent to such additional terms it must (at its cost) return such Connected Vehicle Equipment within 7 days of delivery.</p> <p>EE does not warrant the availability of any Connected Vehicle Equipment and may from time to time amend the range of Equipment available or withdraw particular Connected Vehicle Equipment from sale, or supply a comparable replacement where the Connected Vehicle Equipment ordered by the Customer is not available at the time of despatch.</p> <p>The Customer acknowledges that any support services that may be provided by EE are only provided for the specified Connected Vehicle Equipment and that EE does not provide support for any other Connected Vehicle Equipment (including without limitation Customer Equipment).</p>
f.	Liability	<p>Subject to clause 28.5 of the OBA or clause 43.3 of the OBSMA or OBSCA (as applicable), EE will not be liable for:</p> <p>i. any delay or failure to provide and/or maintain the Solution due to any failure by the Customer to comply with its obligations under the Solution Terms;</p> <p>ii. any breach of this Agreement to the extent that any delay or failure by EE 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 Agreement; (b) acts, omissions or negligence of other providers of telecommunication services, except where such providers are Sub-contractors; or (c) acts,</p>



		<p>defaults, omissions or negligence of third party suppliers or manufacturers, except where such providers are Sub-contractors;</p> <ul style="list-style-type: none"> <li>iii. any faults in or malfunctions of any Connected Vehicle Equipment or EE Software where any alteration or addition has been made to the Connected Vehicle Equipment or EE Software without EE's prior written consent; or</li> <li>iv. for any loss or corruption of any software used by the Customer which is not provided by EE.</li> </ul> <p>Neither party shall be liable to the other in contract, tort (including negligence) or otherwise for any loss or corruption of data or software.</p>
g.	Confidentiality and Data Protection	<p>clause 8.1 of the Solution Terms shall be deleted and replaced with the following:</p> <p><b>Confidentiality</b></p> <p>Each party undertakes that it shall not at any time during this Agreement, and for a period of 3 years after termination of this Agreement, disclose to any person the terms of this Agreement or any Confidential Information, except as permitted by this clause.</p> <p>Disclosure of Confidential Information is permitted:</p> <ul style="list-style-type: none"> <li>i. 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 this Agreement, provided always that the disclosing party ensures such recipients comply with this clause;</li> <li>ii. as may be required by law, court order or any governmental or regulatory authority;</li> <li>iii. by EE to any debt collection agency, credit reference agency, credit or fraud monitoring scheme, security agency or credit provider of any information relating to the Customer's account and performance under this Agreement, and to any member of the EE Group, for fraud prevention, credit checks, debt recovery, crime and money laundering prevention and account management;</li> <li>iv. by EE as may be permitted pursuant to Data Protection Legislation;</li> <li>v. with the consent of the disclosing party;</li> <li>vi. to the extent that information has come into the public domain through no fault of the receiving party; and/or</li> <li>vii. by the Customer to members of its Group to the extent required for such Group members to place orders, use the Solution and comply with the terms of the Agreement.</li> </ul> <p>Upon expiry or termination of the Solution for any reason the parties must promptly on request return or destroy all Confidential Information specific to this Solution (except that EE may retain such information where required for regulatory purposes) and also return any property belonging to the other (and where requested provide written confirmation of this).</p> <p><b>Data Protection</b></p> <p>The Customer shall ensure that Users' Personal Data is accurate and up to date when disclosed to EE.</p> <p>The Customer shall ensure that it has obtained all necessary consents under Data Protection Legislation to disclose its Users' Personal Data to EE and for EE to process Users' Personal Data for the purpose of this Agreement.</p> <p>Each party shall comply with its obligations under Data Protection Legislation in respect of any Personal Data processed under this Agreement. The Customer acknowledges and agrees that EE is the Data Controller of Users' Personal Data generated by EE providing the Services including without limitation Call Data Records.</p> <p>EE will process Users' Personal Data:</p> <ul style="list-style-type: none"> <li>i. for the provision of the Services (and for these purposes EE may share such Personal Data with its suppliers, Sub-contractors and service providers);</li> <li>ii. for the purpose of fulfilling its obligations under this Agreement;</li> <li>iii. as may be required by law, court order or any governmental or regulatory authority; and</li> <li>iv. in accordance with its privacy policy (as amended from time to time and which is available at <a href="http://www.ee.co.uk/business/terms">www.ee.co.uk/business/terms</a>) and the Customer agrees that it will bring EE's privacy policy to</li> </ul>





		<p>the attention of its Users.</p> <p>EE shall implement appropriate technical and organisational security measures against unauthorised or unlawful processing of Users' Personal Data and against accidental loss or destruction of, or damage to, Users' Personal Data.</p> <p>EE may share the Customer's information and Users' Personal Data with other EE Group companies. EE may also share the Customer's information and Users' Personal Data with service providers acting on behalf of EE for marketing purposes. The Customer agrees to EE and/or its service providers keeping it and its Users informed about EE, EE Group and third party products, services and offers. EE, an EE Group company or a service provider acting on behalf of EE may contact the Customer and its Users by telephone, mail or electronically, online or via any other interactive media, to let the Customer and/or Users know about EE, EE Group or third party products, services and offers that may be of particular interest.</p> <p>EE shall not transfer any Personal Data disclosed by the Customer to EE to any country outside of the European Economic Area unless EE ensures that such data is subject to an adequate level of protection in accordance with the Data Protection Act 1998.</p> <p>Any disclosure of Users' Call Data Records by EE to the Customer will be subject to the Customer completing and submitting to EE a request for those records, EE'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 EE's current standard format (which is available on request).</p>
h.	Technical Support	<p>The Customer acknowledges that EE has no responsibility for faults which in its reasonable opinion result (directly or indirectly) from:</p> <ul style="list-style-type: none"> <li>i. the use of the Solution by the Customer for any purpose other than the receipt of the Services from EE; or</li> <li>ii. any software applications loaded by the Customer that are not compatible with the Solution or the EE Network.</li> </ul>

## 12. Update Terms for Corporate Landline and Corporate Broadband

12.1 This clause 12 shall only apply to a Customer who has taken a Corporate Landline and Corporate Broadband Solution from EE.

### 12.2 Definitions

12.3 In addition to clause 2 of this Update Terms Guide the following definitions apply:

Airtime Fund	For the purposes of the OBSMA and OBSCA means a notional credit which has no cash redemption or equivalent value and that can be used by the Customer to purchase airtime from EE in accordance with the terms of this Agreement.
Data Controller	for the purposes of the OBSMA and OBSCA, has the meaning set out in the Data Protection Act 1998.
Data Protection Legislation	the Data Protection Act 1998, the Privacy and Electronic Communications (EC Directive) Regulations 2003, the Privacy and Electronic Communications (EC Directive) (Amendment) Regulations 2011, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (s/2000/2699), any amendments or replacements to them and all other applicable laws and regulations relating to the processing of personal data and privacy.
Technology Fund	For the purposes of the OBSMA and OBSCA means a notional credit which has no cash redemption or equivalent value and that can be used by the Customer to purchase Equipment from EE in accordance with the terms of this Agreement.

### 12.4 Update Terms

a.	Term and Termination	<p>These Solution Terms shall come into effect on the date on which EE commences the supply of the relevant Solution to the Customer and shall remain in force for the Minimum Connection Period.</p> <p>Upon expiry of the Minimum Connection Period for the Solution, EE will continue to supply the Solution and charge the monthly charges until the Customer provides EE with not less than 30 days' notice of termination in writing.</p>
----	----------------------	---



b.	Customer obligations	<p>The Customer shall (and shall procure that its Users shall):</p> <ul style="list-style-type: none"> <li>i. comply with any manuals and guidance issued by EE or relevant third party manufacturer or supplier concerning use of the Equipment, Services and Network and co-operate with EE's reasonable security and other checks (which may include EE making calls or sending communications to Users);</li> <li>ii. provide all reasonable information, assistance and cooperation to EE and its third party suppliers necessary to enable EE to provide the Solution; and</li> <li>iii. inform EE upon becoming aware of any suspected or actual unauthorised use of the Equipment or Solution and take all steps necessary, including any steps requested by EE, to prevent such use.</li> </ul>
c.	Charges	<p>Because the Solution is provided using a third party network, EE has limited control over the cost of the Solution and accordingly all Charges are subject to change upon 30 days' notice from EE. Any provision in the Agreement permitting the Customer the right to terminate the Agreement in the event of any change of pricing will be modified for this Solution: if a price change occurs which would otherwise entitle the Customer to terminate the whole Agreement, the Customer's right will be limited only to termination of this Solution.</p>
d.	Technical Support	<p>The Customer acknowledges that EE has no responsibility for faults which in its reasonable opinion result (directly or indirectly) from:</p> <ul style="list-style-type: none"> <li>i. the use of the Solution by the Customer for any purpose other than the receipt of the Services from EE; or</li> <li>ii. any software applications loaded by the Customer that are not compatible with the Solution or the EE Network.</li> </ul>
e.	Installed Equipment	<ul style="list-style-type: none"> <li>i. Where EE installs Equipment for the Customer, the Customer will notify EE of any health and safety and security policies in relation to the Customer's premises and EE will comply with any such reasonable policies notified in advance to EE. The Customer shall ensure that all necessary and appropriate authorities, licences and consents have been obtained and complied with in order to allow EE to install Equipment and that it provides a suitable and safe working environment for EE.</li> <li>ii. Where EE provides Installed Equipment, the Customer agrees: <ul style="list-style-type: none"> <li>A. to grant EE the right to install, store, operate, maintain and support any Installed Equipment on the Customer's premises to enable provision of the Services;</li> <li>B. to provide EE with reasonable access to the Customer's premises and systems during normal office hours and if necessary outside these hours for the installation, implementation, de-commissioning, removal and ongoing maintenance and support of the Services and/or Equipment; and</li> <li>C. not to modify, tamper, move or interfere with any Installed Equipment in any way other than to assist with any installation and implementation, without the prior written consent of EE, nor to use the Installed Equipment for any purpose other than for the Services.</li> </ul> </li> <li>iii. EE reserves the right to make further charges in respect of installation services if, as a result of the Customer's acts or omissions, installation cannot be completed on the agreed date.</li> <li>iv. On completion of installation of the Installed Equipment, EE 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 EE and the Customer, the Customer shall provide a written sign-off confirming acceptance of the installation. Following such acceptance, EE will not be responsible for providing further installation and implementation services to the Customer and if any such services are required, EE may charge the Customer reasonable fees to be agreed with the Customer.</li> <li>v. 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 Customer's use of the Services, including the storage of the Installed Equipment on the Customer's premises.</li> <li>vi. If EE causes any damage to the Customer's premises during the installation of the Installed Equipment due to EE's negligence, EE will cover the reasonable costs of any work that is needed to restore the premises to the condition it was in immediately before the damage</li> </ul>



		occurred. In all other cases, restoration is the Customer's responsibility.
f.	Access to Internet	The Solution may enable access to the internet, use of which is solely at the Customer's risk. EE has no control over and is not responsible or liable in any way for any content offered by third parties on or through the Solution. The Customer agrees that it retains responsibility for, and control of, content which it sends or passes over the Network.
g.	Equipment	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 7 days of delivery.
h.	Liability	<p>Subject to clause 28.5 of the OBA or clause 43.3 of the OBSMA or OBSCA (as applicable), EE will not be liable for:</p> <ul style="list-style-type: none"> <li>i. any delay or failure to provide and/or maintain the Solution due to any failure by the Customer to comply with its obligations under the Solution Terms;</li> <li>ii. any breach of this Agreement to the extent that any delay or failure by EE 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 Agreement; (b) acts, omissions or negligence of other providers of telecommunication services, except where such providers are Sub-contractors; or (c) acts, defaults, omissions or negligence of third party suppliers or manufacturers, except where such providers are Sub-contractors;</li> <li>iii. any faults in or malfunctions of any Equipment or EE Software where any alteration or addition has been made to the Equipment or EE Software without EE's prior written consent; or</li> <li>iv. for any loss or corruption of any software used by the Customer which is not provided by EE.</li> </ul> <p>Neither party shall be liable to the other in contract, tort (including negligence) or otherwise for any loss or corruption of data or software.</p>
i.	Data Protection	<p>The Customer shall comply with the Data Protection Legislation, including without limitation ensuring that it has provided all necessary information to, and has all necessary consents from, end users to disclose their data to EE and for EE and third party suppliers to process their Personal and/or Sensitive Personal Data for the purposes of the Agreement and the Solution Terms.</p> <p>The Customer shall indemnify and keep EE indemnified for any and all losses, costs, expenses, damages, fines, liabilities, claims, actions and other liabilities which EE may suffer as a result of the Customer's failure to comply with its obligations under this paragraph.</p>

## 13. Update Terms for Data Sharer Tariffs

13.1 This clause 13 shall only apply to a Customer who has taken a Data Sharer Tariffs Solution from EE.

### 13.2 Update Terms

a.	Term and Termination	<p>These Solution Terms shall come into effect on the date on which EE commences the supply of the relevant Solution to the Customer and shall remain in force for the Minimum Connection Period.</p> <p>Upon expiry of the Minimum Connection Period for the Solution, EE will continue to supply the Solution and charge the monthly charges until the Customer provides EE with not less than 30 days' notice of termination in writing.</p>
b.	Customer obligations	<p>The Customer shall (and shall procure that its Users shall):</p> <ul style="list-style-type: none"> <li>i. comply with any manuals and guidance issued by EE or relevant third party manufacturer or supplier concerning use of the Equipment, Services and Network and co-operate with EE's reasonable security and other checks (which may include EE making calls or sending communications to Users);</li> <li>ii. provide all reasonable information, assistance and cooperation to EE and its third party suppliers necessary to enable EE to provide the Solution; and</li> <li>iii. inform EE upon becoming aware of any suspected or actual unauthorised use of the Equipment or Solution and take all steps necessary, including any steps requested by EE, to prevent such use.</li> </ul>



c.	Access to Internet	The Solution may enable access to the internet, use of which is solely at the Customer's risk. EE has no control over and is not responsible or liable in any way for any content offered by third parties on or through the Solution. The Customer agrees that it retains responsibility for, and control of, content which it sends or passes over the Network.
d.	Liability	<p>Subject to clause 28.5 of the OBA or clause 43.3 of the OBSMA or OBSCA (as applicable), EE will not be liable for:</p> <ul style="list-style-type: none"> <li>i. any delay or failure to provide and/or maintain the Solution due to any failure by the Customer to comply with its obligations under the Solution Terms;</li> <li>ii. any breach of this Agreement to the extent that any delay or failure by EE 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 Agreement; (b) acts, omissions or negligence of other providers of telecommunication services, except where such providers are Sub-contractors; or (c) acts, defaults, omissions or negligence of third party suppliers or manufacturers, except where such providers are Sub-contractors; or</li> <li>iii. for any loss or corruption of any software used by the Customer which is not provided by EE.</li> </ul> <p>Neither party shall be liable to the other in contract, tort (including negligence) or otherwise for any loss or corruption of data or software.</p>

## 14. Update Terms for Enterprise Messaging

14.1 This clause 14 shall only apply to a Customer who has taken an Enterprise Messaging Solution from EE.

### 14.2 Definitions

14.3 In addition to clause 2 of this Update Terms Guide the following definitions apply:

Data Controller	for the purposes of OBSMA and OBSCA, has the meaning set out in the Data Protection Act 1998.
Data Protection Legislation	the Data Protection Act 1998, the Privacy and Electronic Communications (EC Directive) Regulations 2003, the Privacy and Electronic Communications (EC Directive) (Amendment) Regulations 2011, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (s/2000/2699), any amendments or replacements to them and all other applicable laws and regulations relating to the processing of personal data and privacy.
Intellectual Property Rights	copyright, database rights, design rights, patents, trade marks, domain names (whether or not any of the same are registered and including applications for registration of the same) and confidential information, know-how and all other intellectual property or forms of protection of similar nature or having equivalent or similar effect to any of the same, which may subsist in any part of the world.

### 14.4 Update Terms

a.	Term and Termination	<p>These Solution Terms shall come into effect on the date on which EE commences the supply of the relevant Solution to the Customer and shall remain in force for the Minimum Connection Period.</p> <p>Upon expiry of the Minimum Connection Period for the Solution, EE will continue to supply the Solution and charge the monthly charges until the Customer provides EE with not less than 30 days' notice of termination in writing.</p>
b.	Customer obligations	<p>The Customer shall (and shall procure that its Users shall):</p> <ul style="list-style-type: none"> <li>i. comply with any manuals and guidance issued by EE or relevant third party manufacturer or supplier concerning use of the Equipment, Services and Network and co-operate with EE's reasonable security and other checks (which may include EE making calls or sending communications to Users);</li> <li>ii. provide all reasonable information, assistance and cooperation to EE and its third party suppliers necessary to enable EE to provide the Solution; and</li> <li>iii. inform EE upon becoming aware of any suspected or actual unauthorised use of the Solution and take all steps necessary, including any steps requested by EE, to prevent such</li> </ul>



		use.
c.	Data Protection	<p>The Customer shall comply with the Data Protection Legislation, including without limitation ensuring that it has provided all necessary information to, and has all necessary consents from, end users to disclose their data to EE and for EE and third party suppliers to process their Personal and/or Sensitive Personal Data for the purposes of the Agreement and the Solution Terms.</p> <p>The Customer shall indemnify and keep EE indemnified for any and all losses, costs, expenses, damages, fines, liabilities, claims, actions and other liabilities which EE may suffer as a result of the Customer's failure to comply with its obligations under this paragraph.</p>
d.	Technical Support	<p>The Customer acknowledges that EE has no responsibility for faults which in its reasonable opinion result (directly or indirectly) from:</p> <ul style="list-style-type: none"> <li>i. the use of the Solution by the Customer for any purpose other than the receipt of the Services from EE; or</li> <li>ii. any software applications loaded by the Customer that are not compatible with the Solution or the EE Network.</li> </ul>
e.	Amendment to clause 6.3 of the Solution Terms	<p>The clause reference in the first sentence of clause 6.3 of the Solution Terms shall be replaced as follows:</p> <ul style="list-style-type: none"> <li>i. for Customers who have contracted with EE using the OBA, with a reference to clause 26.2 of the OBA;</li> <li>ii. for Customers who have contracted with EE using the OBSMA, with a reference to clause 41.2 of the OBSMA; or</li> <li>iii. for Customers who have contracted with EE using the OBSCA, with a reference to clause 20.3(a) of the OBSCA.</li> </ul>
f.	Liability	<p>Subject to clause 28.5 of the OBA or clause 43.3 of the OBSMA or OBSCA (as applicable), EE will not be liable for:</p> <ul style="list-style-type: none"> <li>i. any delay or failure to provide and/or maintain the Solution due to any failure by the Customer to comply with its obligations under the Solution Terms;</li> <li>ii. any breach of this Agreement to the extent that any delay or failure by EE 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 Agreement; (b) acts, omissions or negligence of other providers of telecommunication services, except where such providers are Sub-contractors; or (c) acts, defaults, omissions or negligence of third party suppliers or manufacturers, except where such providers are Sub-contractors; or</li> <li>iii. for any loss or corruption of any software used by the Customer which is not provided by EE.</li> </ul> <p>Neither party shall be liable to the other in contract, tort (including negligence) or otherwise for any loss or corruption of data or software.</p>

## 15. Update Terms for Enterprise Mobility Manager (Advanced)

15.1 This clause 15 shall only apply to a Customer who has taken an Enterprise Mobility Manager (Advanced) Solution from EE.

### 15.2 Definitions

15.3 In addition to clause 2 of this Update Terms Guide the following definitions apply:

Data Controller	for the purposes of OBSMA and OBSCA, has the meaning set out in the Data Protection Act 1998.
Data Protection Legislation	the Data Protection Act 1998, the Privacy and Electronic Communications (EC Directive) Regulations 2003, the Privacy and Electronic Communications (EC Directive) (Amendment) Regulations 2011, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (s/2000/2699), any amendments or replacements to them and all other applicable laws and regulations relating to the processing of personal data and privacy.





Intellectual Property Rights	copyright, database rights, design rights, patents, trade marks, domain names (whether or not any of the same are registered and including applications for registration of the same) and confidential information, know-how and all other intellectual property or forms of protection of similar nature or having equivalent or similar effect to any of the same, which may subsist in any part of the world.
------------------------------	--

## 15.4 Update Terms

a.	Term and Termination	<p>These Solution Terms shall come into effect on the date on which EE commences the supply of the relevant Solution to the Customer and shall remain in force for the Minimum Connection Period.</p> <p>Upon expiry of the Minimum Connection Period for the Solution, EE will continue to supply the Solution and charge the monthly charges until the Customer provides EE with not less than 30 days' notice of termination in writing.</p>
b.	Customer obligations	<p>The Customer shall (and shall procure that its Users shall):</p> <ol style="list-style-type: none"> <li>i. comply with any manuals and guidance issued by EE or relevant third party manufacturer or supplier concerning use of the Equipment, Services and Network and co-operate with EE's reasonable security and other checks (which may include EE making calls or sending communications to Users);</li> <li>ii. provide all reasonable information, assistance and cooperation to EE and its third party suppliers necessary to enable EE to provide the Solution or Equipment; and</li> <li>iii. inform EE upon becoming aware of any suspected or actual unauthorised use of the Solution or Equipment and take all steps necessary, including any steps requested by EE, to prevent such use.</li> </ol>
c.	Equipment	<p>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 7 days of delivery.</p> <p>EE 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 despatch.</p>
d.	Technical Support	<p>The Customer acknowledges that EE has no responsibility for faults which in its reasonable opinion result (directly or indirectly) from:</p> <ol style="list-style-type: none"> <li>i. the use of the Solution by the Customer for any purpose other than the receipt of the Services from EE; or</li> <li>ii. any software applications loaded by the Customer that are not compatible with the Solution or the EE Network.</li> </ol>
e.	Data Protection	<p>The Customer shall comply with the Data Protection Legislation, including without limitation ensuring that it has provided all necessary information to, and has all necessary consents from, end users to disclose their data to EE and for EE and third party suppliers to process their Personal and/or Sensitive Personal Data for the purposes of the Agreement and the Solution Terms.</p> <p>The Customer shall indemnify and keep EE indemnified for any and all losses, costs, expenses, damages, fines, liabilities, claims, actions and other liabilities which EE may suffer as a result of the Customer's failure to comply with its obligations under this paragraph.</p>
f.	Data Back-Up	<p>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 the Solution to continue to be provided.</p>
g.	Intellectual Property Rights in the Solution	<p>All rights in the Solution are owned by or licensed to EE. The provision of the Solution to the Customer shall not operate as any transfer or licence of any Intellectual Property Rights (of any nature) to the Customer. The Customer shall not attempt to acquire, or assert that it has acquired, any Intellectual Property Rights relating to the Enterprise Mobility Manager (Advanced) Solution.</p>
h.	Liability	<p>Subject to clause 28.5 of the OBA or clause 43.3 of the OBSMA or OBSCA (as applicable), EE will not be liable for:</p> <ol style="list-style-type: none"> <li>i. any delay or failure to provide and/or maintain the Solution due to any failure by the Customer to comply with its obligations under the Solution Terms;</li> <li>ii. any breach of this Agreement to the extent that any delay or failure by EE to perform its</li> </ol>



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 Agreement; (b) acts, omissions or negligence of other providers of telecommunication services, except where such providers are Sub-contractors; or (c) acts, defaults, omissions or negligence of third party suppliers or manufacturers, except where such providers are Sub-contractors;

- iii. any faults in or malfunctions of any Equipment or EE Software where any alteration or addition has been made to the Equipment or EE Software without EE's prior written consent; or
- iv. for any loss or corruption of any software used by the Customer which is not provided by EE.

Neither party shall be liable to the other in contract, tort (including negligence) or otherwise for any loss or corruption of data or software.

## 16. Update Terms for Field Link

16.1 This clause 16 shall only apply to a Customer who has taken a Field Link Solution from EE.

16.2 Definitions

16.3 In addition to clause 2 of this Update Terms Guide the following definitions apply:

Data Controller	for the purposes of OBSMA and OBSCA, has the meaning set out in the Data Protection Act 1998.
Data Protection Legislation	the Data Protection Act 1998, the Privacy and Electronic Communications (EC Directive) Regulations 2003, the Privacy and Electronic Communications (EC Directive) (Amendment) Regulations 2011, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (s/2000/2699), any amendments or replacements to them and all other applicable laws and regulations relating to the processing of personal data and privacy.
End User Licensed Software	for the purpose of OBSMA and OBSCA means Third Party Software.
Intellectual Property Rights	copyright, database rights, design rights, patents, trade marks, domain names (whether or not any of the same are registered and including applications for registration of the same) and confidential information, know-how and all other intellectual property or forms of protection of similar nature or having equivalent or similar effect to any of the same, which may subsist in any part of the world.

### 16.4 Update Terms

a.	Term and Termination	<p>These Solution Terms shall come into effect on the date on which EE commences the supply of the relevant Solution to the Customer and shall remain in force for the Minimum Connection Period.</p> <p>Upon expiry of the Minimum Connection Period for the Solution, EE will continue to supply the Solution and charge the monthly charges until the Customer provides EE with not less than 30 days' notice of termination in writing.</p>
b.	Customer obligations	<p>The Customer shall (and shall procure that its Users shall):</p> <ul style="list-style-type: none"> <li>i. comply with any manuals and guidance issued by EE or relevant third party manufacturer or supplier concerning use of the Equipment, Services and Network and co-operate with EE's reasonable security and other checks (which may include EE making calls or sending communications to Users);</li> <li>ii. provide all reasonable information, assistance and cooperation to EE and its third party suppliers necessary to enable EE to provide the Solution or Equipment; and</li> <li>iii. inform EE upon becoming aware of any suspected or actual unauthorised use of the Solution or Equipment and take all steps necessary, including any steps requested by EE, to prevent such use.</li> </ul>
c.	Installed Equipment	<ul style="list-style-type: none"> <li>i. Where EE installs Equipment for the Customer, the Customer will notify EE of any health and safety and security policies in relation to the Customer's premises and EE will comply with any such reasonable policies notified in advance to EE. The Customer shall ensure that all necessary and appropriate authorities, licences and consents have been obtained and</li> </ul>



		<p>complied with in order to allow EE to install Equipment and that it provides a suitable and safe working environment for EE.</p> <ul style="list-style-type: none"> <li>ii. Where EE provides Installed Equipment, the Customer agrees: <ul style="list-style-type: none"> <li>A. to grant EE the right to install, store, operate, maintain and support any Installed Equipment on the Customer's premises to enable provision of the Services;</li> <li>B. to provide EE with reasonable access to the Customer's premises and systems during normal office hours and if necessary outside these hours for the installation, implementation, de-commissioning, removal and ongoing maintenance and support of the Services and/or Equipment; and</li> <li>C. not to modify, tamper, move or interfere with any Installed Equipment in any way other than to assist with any installation and implementation, without the prior written consent of EE, nor to use the Installed Equipment for any purpose other than for the Services.</li> </ul> </li> <li>iii. EE reserves the right to make further charges in respect of installation services if, as a result of the Customer's acts or omissions, installation cannot be completed on the agreed date.</li> <li>iv. On completion of installation of the Installed Equipment, EE 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 EE and the Customer, the Customer shall provide a written sign-off confirming acceptance of the installation. Following such acceptance, EE will not be responsible for providing further installation and implementation services to the Customer and if any such services are required, EE may charge the Customer reasonable fees to be agreed with the Customer.</li> <li>v. 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 Customer's use of the Services, including the storage of the Installed Equipment on the Customer's premises.</li> <li>vi. If EE causes any damage to the Customer's premises during the installation of the Installed Equipment due to EE's negligence, EE will cover the reasonable costs of any work that is needed to restore the premises to the condition it was in immediately before the damage occurred. In all other cases, restoration is the Customer's responsibility.</li> </ul>
d.	Equipment	<p>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 7 days of delivery.</p> <p>EE 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 despatch.</p>
e.	Technical Support	<p>The Customer acknowledges that EE has no responsibility for faults which in its reasonable opinion result (directly or indirectly) from:</p> <ul style="list-style-type: none"> <li>i. the use of the Solution by the Customer for any purpose other than the receipt of the Services from EE; or</li> <li>ii. any software applications loaded by the Customer that are not compatible with the Solution or the EE Network.</li> </ul>
f.	Intellectual Property Rights in the Solution	<p>All rights in the Solution are owned by or licensed to EE. The provision of the Solution to the Customer shall not operate as any transfer or licence of any Intellectual Property Rights (of any nature) to the Customer, The Customer shall not attempt to acquire, or assert that it has acquired, any Intellectual Property Rights relating to the Enterprise Mobility Manager (Advanced) Solution.</p>
g.	Liability	<p>Subject to clause 28.5 of the OBA or clause 43.3 of the OBSMA or OBSCA (as applicable), EE will not be liable for:</p> <ul style="list-style-type: none"> <li>i. any delay or failure to provide and/or maintain the Solution due to any failure by the Customer to comply with its obligations under the Solution Terms;</li> <li>ii. any breach of this Agreement to the extent that any delay or failure by EE 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 Agreement; (b) acts, omissions or negligence of other providers</li> </ul>



		<p>of telecommunication services, except where such providers are Sub-contractors; or (c) acts, defaults, omissions or negligence of third party suppliers or manufacturers, except where such providers are Sub-contractors;</p> <p>iii. any faults in or malfunctions of any Equipment or EE Software where any alteration or addition has been made to the Equipment or EE Software without EE's prior written consent; or</p> <p>iv. for any loss or corruption of any software used by the Customer which is not provided by EE.</p> <p>Neither party shall be liable to the other in contract, tort (including negligence) or otherwise for any loss or corruption of data or software.</p>
h.	Amendment to clause 3.7(c) of the Solution Terms	<p>The reference to clause 23 of the General Terms in clause 3.7(c) of the Solution Terms shall be replaced with a reference to:</p> <p>i. clause 14 of the OBA; or</p> <p>ii. clause 23 of the OBSCA or OBSMA,</p> <p>as applicable.</p>
i.	Amendment to clause 3.10 of the Solution Terms	<p>The reference to clause 18.2 of the General Terms in clause 3.10 of the Solution Terms shall be replaced with a reference to clause 3.5(a) of the General Terms as set out in clause 3 of this Solution Update Terms Guide</p>
j.	Amendment to clause 5.6 of the Solution Terms	<p>The last sentence of clause 5.6 of the Solution Terms shall be deleted and replaced with:</p> <p>i. subject to clause 28.5 of the OBA, clauses 28.2, 28.3 and 28.4 of the OBA shall not apply to this indemnity; or</p> <p>ii. subject to clause 43.3 of the OBSMA or OBSCA (as applicable), clauses 43.1, 43.2 and 43.4 of the OBSMA or OBSCA (as applicable) shall not apply to this indemnity.</p>
k.	Amendment to clause 6.4 of the Solution Terms	<p>The reference to clause 18.5 of the General Terms in clause 6.4 of the Solution Terms shall be replaced with a reference to clause 3.5(b) of the General Terms as set out in clause 3 of this Solution Update Terms Guide.</p>
l.	Amendment to clause 9.1 of the Solution Terms	<p>clause 3.1 of the General Terms as set out in clause 3 of this Solution Update Terms Guide shall be replaced by clause 9.2 of the Solution Terms in respect of the Solution.</p>

## 17. Update Terms for Landline (formerly known as Orange Landline and OLL)

17.1 This clause 17 shall only apply to a Customer who has taken a Landline Solution.

### 17.2 Definitions

In addition to clause 2 of this Update Terms Guide the following definitions apply:

Initial Order	for the purpose of the OBSCA and OBSMA means the Initial Order for Services and Equipment which the Customer commits to take and EE commits to supply upon commencement of the Agreement as set out in the Customer Information Form.
Installation Charges	means one off charges payable by the Customer for installation of Installed Equipment by EE or a Sub-contractor.

### 17.3 Update Terms

a.	Term and Termination	<p>These Solution Terms shall come into effect on the date of EE's acceptance of the Customer's Initial Order or applicable Contract Change Note for the Solution and shall remain in force for the Minimum Connection Period and thereafter until the Solution expires or is terminated by either party in accordance with the Agreement.</p>
b.	Charges	<p>Because the Solution is provided using a third party network, EE has limited control over the cost of the Solution and accordingly all Charges are subject to change upon 30 days' notice from EE. Any provision in the Agreement permitting the Customer the right to terminate the Agreement in the event of any change of pricing will be modified for this Solution: if a price change occurs which would otherwise entitle the Customer to terminate the whole Agreement, the Customer's right will be limited only to</p>



		termination of this Solution.
c.	Customer obligations	The Customer shall (and shall procure that its Users shall) comply with any manuals and guidance issued by EE or relevant third party manufacturer or supplier concerning use of the Equipment, Services and Network and co-operate with EE's reasonable security and other checks (which may include EE making calls or sending communications to Users).
d.	Amendment to clause 4.3 of the Solution Terms	The clause reference in the last sentence of clause 4.3 of the Solution Terms shall be replaced as follows: <ol style="list-style-type: none"> <li>i. for customers who have contracted with EE using the OBA, with a reference to clauses 28.2 and 28.3 of the OBA; and</li> <li>ii. for customers who have contracted with EE using the OBSMA or OBSCA, with a reference to clauses 43.1 and 43.4 of the OBSMA or OBSCA.</li> </ol>

## 18. Update Terms for:

- A. **Lone Worker from EE (Peoplesafe)** (formerly known as Lone Worker from Orange powered by Peoplesafe); and
- B. **Lone Worker from EE (Guardian 24)** (formerly known as Lone Worker from Orange powered by Guardian24).

18.2 This clause 18 shall only apply to a Customer who has taken a Lone Worker (Peoplesafe) Solution or a Lone Worker (Guardian 24) Solution.

### 18.3 Definitions

In addition to clause 2 of this Update Terms Guide the following definitions apply:

Data Controller	for the purposes of the OBSMA and OBSCA, has the meaning set out in the Data Protection Act 1998.
Data Protection Legislation	the Data Protection Act 1998, the Privacy and Electronic Communications (EC Directive) Regulations 2003, the Privacy and Electronic Communications (EC Directive) (Amendment) Regulations 2011, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (s/2000/2699), any amendments or replacements to them and all other applicable laws and regulations relating to the processing of personal data and privacy.
End User Licensed Software	for the purposes of the OBSMA and OBSCA, means Third Party Software.
Existing Connection	means a Connection which is already Connected at the commencement of these Solution Terms.
Intellectual Property Rights	copyright, database rights, design rights, patents, trade marks, domain names (whether or not any of the same are registered and including applications for registration of the same) and confidential information, know-how and all other intellectual property or forms of protection of similar nature or having equivalent or similar effect to any of the same, which may subsist in any part of the world.
Minimum Connection Period	for the purposes of the OBSMA and OBSCA, means (for the relevant Solution) the Minimum Solution Schedule Term.

### 18.4 Update Terms

a.	Term and Termination	The Solution Terms shall come into effect on the date on which EE commences the supply of the Solution to the Customer and shall remain in force for the Solution Minimum Connection Period. For the purposes of the OBSMA and OBSCA, the Solution Minimum Connection Period shall also act as the Minimum Solution Schedule Term for the Lone Worker Solution.
b.	Customer Obligations	The Customer shall comply with the Data Protection Legislation, including without limitation ensuring that it has provided all necessary information to, and has all necessary consents from, end users to disclose their data to EE and for EE and third party suppliers to process their Personal and/or Sensitive Personal Data for the purposes of the Agreement and the Solution Terms. The Customer shall indemnify and keep EE indemnified for any and all losses, costs, expenses, damages, fines, liabilities, claims, actions and other liabilities which EE may suffer as a result of the Customer's failure to comply with its obligations under this paragraph.





c.	Software	EE may update or provide different Software from time to time, provided such update does not materially reduce functionality or performance. Such updates may be delivered by the nominated third party supplier.
d.	Intellectual Property Rights in the Solution	All rights in the Solution are owned by or licensed to EE. The provision of the Solution to the Customer shall not operate as any transfer or licence of any Intellectual Property Rights (of any nature) to the Customer. The Customer shall not attempt to acquire, or assert that it has acquired, any Intellectual Property Rights relating to the Lone Worker Solution.
e.	Insurance	The Customer 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 arising out of or in connection with the Customer's use of the Solution.
f.	Termination	Reference to the General Terms and Conditions for Business Customers in clause 5.2 of the Solutions Terms shall be construed as a reference to the OBSMA, OBSCA or OBA as applicable.
g.	Liability	Without prejudice to any provision of the Agreement relating to limitation of liability, EE will not have any liability of any sort (including any liability for negligence) for the acts or omissions of other providers of telecommunication goods or services or for faults in or failures of their networks and equipment.
h.	Ineffectiveness	<p>A Customer that is a central government department, local authority or other public sector entity warrants and represents that it has entered into the Agreement and the Solution Terms in compliance with the Public Contracts Regulations 2015 and shall continue to observe such Regulations for the term of the Solution.</p> <p>In the event that any court, pursuant to the Public Contracts Regulations 2015 or Council Directive 2007/66/EC makes a declaration of ineffectiveness or orders that the Minimum Connection Period of any Solution be shortened, then the Solution shall be terminated and the Customer shall pay the Termination Fees.</p>

## 18.5 Additional Update Terms

The following terms and conditions only apply to Lone Worker (Peoplesafe) Solution Terms:

a.	Term and Termination	Upon expiry of the Solution Minimum Connection Period, EE will continue to supply the Solution and charge the relevant Charges until the Solution is terminated in accordance with the Agreement or the Solution Terms.
----	----------------------	---

## 19. Update Terms for:

- A. **Managed BlackBerry® Server Support from EE (Employees Transferring) Managed BlackBerry® (formerly known as Managed BlackBerry® Server Support from Orange); and**
- B. **Managed BlackBerry® Server Support from EE (No Employees Transferring) (formerly known as Managed BlackBerry® Server Support from Orange).**

## 19.2 Application

This clause 19 shall only apply to a Customer who has taken the Managed BlackBerry® Server Support (Employees Transferring) Solution or the Managed BlackBerry® Server Support (No Employees Transferring) Solution.

## 19.3 Definitions

In addition to clause 2 of this Update Terms Guide the following definitions apply:

Service Commencement Date	for the purposes of the OBSMA, OBSCA and OBA the Service Commencement Date shall be defined as the date on which EE commences supply of the Service to the Customer.
---------------------------	--

## 19.4 Update Terms

a.	Term and Termination	These Solution Terms shall come into effect on the Service Commencement Date and shall remain in force for the Minimum Connection Period. Upon expiry of the Minimum Connection Period for the Solution, EE will continue to supply the Solution and charge the Charges until the Solution is terminated in accordance with the provisions of the Agreement.
----	----------------------	--



b.	Customer obligations	<p>The Customer shall (and shall procure that its Users shall):</p> <ul style="list-style-type: none"> <li>i. provide all reasonable information and assistance to EE necessary to enable EE to provide the Solution; and</li> <li>ii. provide EE (or its Sub-contractors) with reasonable access to the Customer's premises and systems during normal office hours and if necessary outside of those hours for the installation, implementation, de-commissioning, removal and ongoing maintenance of the Services and/or Equipment. EE will not be liable for any failure under the Solution Terms due to any lack of or delay in providing such access.</li> </ul>
c.	Liability	<ul style="list-style-type: none"> <li>i. EE's liability for any damage to the Customer's premises caused by the installation or removal of EE Equipment on site will be subject to the limitation of liability detailed in the Agreement.</li> <li>ii. Notwithstanding anything to the contrary in the Agreement, neither party shall be liable to the other, whether in contract or tort or otherwise, for any loss of Applications whether caused to the other party through any breach of the Agreement or any matters arising under it.</li> <li>iii. Without prejudice to any other exclusion of liability for loss of data, EE shall have no liability to the Customer or any User for loss of any data from use of the Solution. The Customer is responsible for ensuring that all data has been backed-up.</li> </ul>
d.	Limitation of liability	<ul style="list-style-type: none"> <li>i. The Customer will be liable for all charges, costs or expenses that EE may incur arising from any delay caused by the Customer's failure to discharge the Customer's obligations under the Agreement.</li> <li>ii. Subject to clause 28.5 of the OBA; or clause 43.3 and clause 43.4 of the OBSMA or OBSCA (as applicable), neither party will be liable to the other in contractor tort (including negligence) or otherwise for any loss (whether direct or indirect) of profit, business, contract, use, anticipated saving or revenue, goodwill, production, business interruption, wasted expenditure, any loss or corruption of data or software, or for any indirect or consequential loss or damage whatsoever arising under or in connection with this Agreement.</li> </ul>
e.	Amendment to clause 8.3 of the Managed BlackBerry Server Support Solution Terms (Employees Transferring)	<p>The reference to clauses 22.2 of the General Terms and Conditions for Business Customers shall be replaced as follows:</p> <ul style="list-style-type: none"> <li>i. for customers who have contracted with EE using the OBA, with a reference to clause 28.3 of the OBA; and</li> <li>ii. for customers who have contracted with EE using the OBSMA or OBSCA, with a reference to clauses 43.1 of the OBSMA or OBSCA.</li> </ul>

## 20. Update Terms for Mobile Device Management (formerly known as Mobile Device Management from Orange) and Trial Mobile Device Management

20.1 This clause 20 shall only apply to a Customer who has taken a Mobile Device Management (formerly known as Mobile Device Management from Orange) Solution or a Trial Mobile Device Management Solution.

### 20.2 Definitions

In addition to clause 2 of this Update Terms Guide the following definitions apply:

End User Licensed Software	for the purpose of the OBSCA and OBSMA means Third Party Software.
Initial Order	for the purpose of the OBSCA and OBSMA means the initial order for Services and Equipment which the Customer commits to take and EE commits to supply upon commencement of the Agreement as set out in the Customer Information Form.
Intellectual Property Rights	means copyright, database rights, design rights, patents, trade marks, domain names (whether or not any of the same are registered and including applications for registration of the same) and confidential information, know-how and all other intellectual property or forms of protection of similar nature or having equivalent or similar effect to any of the same, which may subsist in any part of the world.

### 20.3 Update Terms



a.	Term and Termination	Except for Trial Mobile Device Management, the Solution Terms shall come into effect on the date on which EE commences the supply of the Solution to the Customer and shall remain in force for the Minimum Connection Period and thereafter until the Solution expires or is terminated by either party in accordance with the Agreement.
b.	Data Back-Up	The Customer acknowledges that backing up and ensuring the integrity of its data is the Customer's sole responsibility and that EE will not be liable for any loss of data that may be incurred by the Customer as a result of this Solution. The Customer acknowledges that it may be required to restore data from its back-up to relevant systems to enable the Solution to continue to be provided.
c.	Customer obligations	<p>The Customer shall (and shall procure that its Users shall):</p> <ol style="list-style-type: none"> <li>i. comply with any manuals and guidance issued by EE or relevant third party manufacturer or supplier concerning use of the Equipment, Services and Network and co-operate with EE's reasonable security and other checks (which may include EE making calls or sending communications to Users);</li> <li>ii. only use Equipment or Customer Equipment which is authorised by EE (such authorisation not to be unreasonably withheld);</li> <li>iii. inform EE upon becoming aware of any suspected or actual unauthorised use of the Services and take all steps necessary, including any steps requested by EE, to prevent such use; and</li> <li>iv. comply with all applicable regulatory provisions, laws, codes of conduct and guidelines.</li> </ol> <p>EE is not liable for any delay or failure to provide and/or maintain the Solution due to any failure by the Customer to comply with its obligations under these Solution Terms.</p>
d.	Liability	Subject to clause 28.5 of the OBA or clause 43.3 of the OBSMA or OBSCA (as applicable), EE will not be liable to the Customer in contract, tort (including negligence) or otherwise for any breach of this Agreement to the extent that any delay or failure by EE 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 Agreement; (b) acts, omissions or negligence of other providers of telecommunication services, except where such providers are Sub-contractors; or (c) acts, defaults, omissions or negligence of third party suppliers or manufacturers, except where such providers are Sub-contractors.
e.	Intellectual Property Rights and Software	<p>All rights in the Solution are owned by or licensed to EE. The provision of the Solution to the Customer shall not operate as any transfer or licence of any Intellectual Property Rights (of any nature) to the Customer. The Customer shall not attempt to acquire, or assert that it has acquired, any Intellectual Property Rights relating to the Mobile Device Management Solution.</p> <p>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 EE shall not be required to deliver the relevant Service.</p> <p>The licence granted under this Agreement to use EE Software may be terminated if the Customer disputes the ownership of any Intellectual Property Rights under this Agreement, fails to comply with any term of this Agreement or if the continued use or possession of the EE Software infringes the rights of any third party.</p>
f.	Trial Mobile Device Management	<p>This clause 20.3(f) applies to Trial Mobile Device Management only:</p> <ol style="list-style-type: none"> <li>i. For customers who have contracted with EE using the OBA, clause 6.5 of the OBA and the warranty contained in clause 14.4 of the OBA shall not apply to Trial Mobile Device Management.</li> <li>ii. For customers who have contracted with EE using the OBSMA or OBSCA, Orange Care and the warranty included in clause 23.8 of the OBSCA or OBSMA (as applicable) shall not apply to Trial Mobile Device Management.</li> </ol>

## 21. Update Terms for Office Signal Box

21.1 This clause 21 shall only apply to a Customer who has taken an Office Signal Box Solution.

### 21.2 Definitions

Are set out in clause 2 of this Update Terms Guide (as relevant). No other additional definitions apply.



## 21.3 Update Terms

<p>a. Amendment to clause 4.1 of the Solution Terms (Installed Equipment)</p>	<p>The reference to clause 14 of the General Terms and Conditions for Business Customers in clause 4.1 of the Solution Terms shall be replaced with the following:</p> <ul style="list-style-type: none"> <li>i. Where EE installs Equipment for the Customer, the Customer will notify EE of any health and safety and security policies in relation to the Customer's premises and EE will comply with any such reasonable policies notified in advance to EE. The Customer shall ensure that all necessary and appropriate authorities, licences and consents have been obtained and complied with in order to allow EE to install Equipment and that it provides a suitable and safe working environment for EE.</li> <li>ii. Where EE provides Installed Equipment, the Customer agrees: <ul style="list-style-type: none"> <li>A. to grant EE the right to install, store, operate, maintain and support any Installed Equipment on the Customer's premises to enable provision of the Services;</li> <li>B. to provide EE with reasonable access to the Customer's premises and systems during normal office hours and if necessary outside these hours for the installation, implementation, de-commissioning, removal and ongoing maintenance and support of the Services and/or Equipment; and</li> <li>C. not to modify, tamper, move or interfere with any Installed Equipment in any way other than to assist with any installation and implementation, without the prior written consent of EE, nor to use the Installed Equipment for any purpose other than for the Services.</li> </ul> </li> <li>iii. EE reserves the right to make further charges in respect of installation services if, as a result of the Customer's acts or omissions, installation cannot be completed on the agreed date.</li> <li>iv. On completion of installation of the Installed Equipment, EE 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 EE and the Customer, the Customer shall provide a written sign-off confirming acceptance of the installation. Following such acceptance, EE will not be responsible for providing further installation and implementation services to the Customer and if any such services are required, EE may charge the Customer reasonable fees to be agreed with the Customer.</li> <li>v. 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 Customer's use of the Services, including the storage of the Installed Equipment on the Customer's premises.</li> <li>vi. If EE causes any damage to the Customer's premises during the installation of the Installed Equipment due to EE's negligence, EE will cover the reasonable costs of any work that is needed to restore the premises to the condition it was in immediately before the damage occurred. In all other cases, restoration is the Customer's responsibility.</li> </ul>
<p>b. Amendment to clause 5.1 of the Solution Terms (Title)</p>	<p>The reference to clause 12.1 of the General Terms and Conditions for Business Customers in clause 5.1 of the Solution Terms shall be replaced with the following:</p> <ul style="list-style-type: none"> <li>i. Subject to clause 12.2(c)(ii) (below), title to any Equipment supplied by EE on a Charged Basis passes to the Customer once the Customer has paid for such Equipment in full, and title to any Equipment provided by EE on a Funded Basis shall pass to the Customer on delivery.</li> <li>ii. Unless otherwise agreed in writing, title and property in any SIM Cards, Software and Installed Equipment shall remain vested in EE 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 Agreement.</li> </ul>

## 22. Update Terms for:

- A. **On-site Support (Employees Transferring); and**
- B. **On-site Support (Employees Not Transferring)**



22.2 This clause 22 shall only apply to a Customer who has taken an On-site Support (Employees Transferring) or an On-site Support (Employees Not Transferring) Solution.

## 22.3 Definitions

In addition to clause 2 of this Update Terms Guide the following definitions apply:

Data Controller	for the purposes of the OBSMA and OBSCA, has the meaning set out in the Data Protection Act 1998.
Data Protection Legislation	the Data Protection Act 1998, the Privacy and Electronic Communications (EC Directive) Regulations 2003, the Privacy and Electronic Communications (EC Directive) (Amendment) Regulations 2011, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (s/2000/2699), any amendments or replacements to them and all other applicable laws and regulations relating to the processing of personal data and privacy.
Service Commencement Date	for the purposes of the OBSMA, OBSCA and OBA the Service Commencement Date shall be defined as the date on which EE commences supply of the Service to the Customer.

## 22.4 Update Terms

a.	Term and Termination	These Solution Terms shall come into effect on the Service Commencement Date and shall remain in force for the Minimum Connection Period. Upon expiry of the Minimum Connection Period for the Solution, EE will continue to supply the Solution and charge the Charges until the Solution is terminated in accordance with the provisions of the Agreement.
b.	Customer obligations	The Customer shall (and shall procure that its Users shall): <ul style="list-style-type: none"> <li>i. comply with all manuals and guidance issued by EE or a relevant third party manufacturer or supplier concerning the use of the Equipment being managed EE under these Solution Terms and comply with EE's reasonable security and other checks;</li> <li>ii. inform EE upon becoming aware of any suspected or actual unauthorised use of the Services or Equipment managed by EE under these Solution Terms and take all steps necessary, including any steps requested by EE, to prevent such use;</li> <li>iii. provide EE (or its Sub-contractors) with reasonable access to the Customer's premises and systems during normal office hours and if necessary outside of those hours for provision of the Services. EE will not be liable for any failure under the Solution Terms due to any lack of or delay in providing such access;</li> <li>iv. comply with all applicable regulatory provisions, laws, codes of conduct and guidelines; and</li> <li>v. before providing any information or data required by EE to perform the On-Site Support Services the Customer shall make any necessary back up of such information or data.</li> </ul>
c.	Data back-up	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.
d.	Equipment	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 7 days of delivery.
e.	Support	The Customer acknowledges that any support services that may be provided by EE are only provided for the specified Equipment and that EE does not provide support for any other equipment (including without limitation Customer Equipment), unless otherwise agreed by EE in writing.  The Customer acknowledges that EE has no responsibility for faults which in its reasonable opinion result (directly or indirectly) from any software applications loaded by the Customer onto a Device that are not compatible with the Device or the EE Network.
f.	Liability	Subject to clause 28.5 of the OBA or clause 43.3 of the OBSMA or OBSCA (as applicable), EE will not be liable to the Customer in contract, tort (including negligence) or otherwise for: <ul style="list-style-type: none"> <li>i. any breach of this Agreement to the extent that any delay or failure by EE to perform its obligations results from: (a) an act, omission or delay of the Customer or the Third Party Network supplier or their agents, sub-contractors, consultants or employees resulting in negligence or breach of law, or which is contrary to the terms of this Agreement; (b) acts,</li> </ul>





		<p>omissions or negligence of other providers of telecommunication services (including the Third Party Network supplier), except where such providers are Sub-contractors; or (c) acts, defaults, omissions or negligence of third party suppliers or manufacturers, except where such providers are Sub-contractors;</p> <ul style="list-style-type: none"> <li>ii. any faults in or malfunctions of any Equipment or EE Software where any alteration or addition has been made to the Equipment or EE Software without EE's prior written consent; or</li> <li>iii. for any loss or corruption of any software.</li> </ul>
g.	clause 7.1 of the Solution Terms	<p>clause 7.1 of the Solution Terms shall be deleted and replaced with the following:</p> <p><b>Confidentiality</b></p> <ul style="list-style-type: none"> <li>i. Each party undertakes that it shall not at any time during this Agreement, and for a period of 3 years after termination of this Agreement, disclose to any person the terms of this Agreement or any Confidential Information, except as permitted by clause 22.3(g)(ii) of these Update Terms below.</li> <li>ii. Disclosure of Confidential Information is permitted:             <ul style="list-style-type: none"> <li>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 this Agreement, provided always that the disclosing party ensures such recipients comply with this clause 22.3(g) of these Update Terms;</li> <li>B. as may be required by law, court order or any governmental or regulatory authority;</li> <li>C. by EE to any debt collection agency, credit reference agency, credit or fraud monitoring scheme, security agency or credit provider of any information relating to the Customer's account and performance under this Agreement, and to any member of the EE Group, for fraud prevention, credit checks, debt recovery, crime and money laundering prevention and account management;</li> <li>D. by EE as may be permitted pursuant to Data Protection Legislation;</li> <li>E. with the consent of the disclosing party;</li> <li>F. to the extent that information has come into the public domain through no fault of the receiving party; and/or</li> <li>G. by the Customer to members of its Group to the extent required for such Group members to place orders, use the Solution and comply with the terms of the Agreement.</li> </ul> </li> <li>iii. Upon expiry or termination of the Solution for any reason the parties must promptly on request return or destroy all Confidential Information specific to this Solution (except that EE may retain such information where required for regulatory purposes) and also return any property belonging to the other (and where requested provide written confirmation of this).</li> </ul> <p><b>Data Protection</b></p> <ul style="list-style-type: none"> <li>i. The Customer shall ensure that Users' Personal Data is accurate and up to date when disclosed to EE.</li> <li>ii. The Customer shall ensure that it has obtained all necessary consents under Data Protection Legislation to disclose its Users' Personal Data to EE and for EE to process Users' Personal Data for the purpose of this Agreement.</li> <li>iii. Each party shall comply with its obligations under Data Protection Legislation in respect of any Personal Data processed under this Agreement. The Customer acknowledges and agrees that EE is the Data Controller of Users' Personal Data generated by EE providing the Services including without limitation Call Data Records.</li> <li>iv. EE will process Users' Personal Data:             <ul style="list-style-type: none"> <li>A. for the provision of the Services (and for these purposes EE may share such Personal Data with its suppliers, Sub-contractors and service providers);</li> </ul> </li> </ul>



		<p>B. for the purpose of fulfilling its obligations under this Agreement;</p> <p>C. as may be required by law, court order or any governmental or regulatory authority; and</p> <p>D. in accordance with its privacy policy (as amended from time to time and which is available at <a href="http://www.ee.co.uk/business/terms">www.ee.co.uk/business/terms</a>) and the Customer agrees that it will bring EE's privacy policy to the attention of its Users.</p> <p>v. EE shall implement appropriate technical and organisational security measures against unauthorised or unlawful processing of Users' Personal Data and against accidental loss or destruction of, or damage to, Users' Personal Data.</p> <p>vi. EE may share the Customer's information and Users' Personal Data with other EE Group companies. EE may also share the Customer's information and Users' Personal Data with service providers acting on behalf of EE for marketing purposes. The Customer agrees to EE and/or its service providers keeping it and its Users informed about EE, EE Group and third party products, services and offers. EE, an EE Group company or a service provider acting on behalf of EE may contact the Customer and its Users by telephone, mail or electronically, online or via any other interactive media, to let the Customer and/or Users know about EE, EE Group or third party products, services and offers that may be of particular interest.</p> <p>vii. EE shall not transfer any Personal Data disclosed by the Customer to EE to any country outside of the European Economic Area unless EE ensures that such data is subject to an adequate level of protection in accordance with the Data Protection Act 1998.</p> <p>viii. Any disclosure of Users' Call Data Records by EE to the Customer will be subject to the Customer completing and submitting to EE a request for those records, EE'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 EE's current standard format (which is available on request).</p>
h.	Amendment to clause 8.2 of the On-Site Support Solution Terms (Employees Transferring)	<p>The reference to clauses 22.2 of the General Terms and Conditions for Business Customers shall be replaced as follows:</p> <p>i. for customers who have contracted with EE using the OBA, with a reference to clause 28.3 of the OBA; and</p> <p>ii. for customers who have contracted with EE using the OBSMA or OBSCA, with a reference to clauses 43.1 of the OBSMA or OBSCA.</p>

## 23. Update Terms for Smartnumbers (formerly known as Orange smartnumbers)

23.1 This clause 23 shall only apply to a Customer who has taken a Smartnumbers Solution.

### 23.2 Definitions

In addition to clause 2 of this Update Terms Guide the following definitions apply:

Airtime Fund	for the purpose of the OBA means a notional credit which has no cash redemption or equivalent value and that can be used by the Customer to purchase airtime at EEs standard prices for services as current at the time the price needs to be determined.
Data Protection Legislation	the Data Protection Act 1998, the Privacy and Electronic Communications (EC Directive) Regulations 2003, the Privacy and Electronic Communications (EC Directive) (Amendment) Regulations 2011, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (s/2000/2699), any amendments or replacements to them and all other applicable laws and regulations relating to the processing of personal data and privacy.
End User Licensed Software	for the purpose of the OBSCA and OBSMA means Third Party Software.
Initial Order	for the purpose of the OBSCA and OBSMA means the initial order for Services and Equipment which the Customer commits to take and EE commits to supply upon commencement of the Agreement as set out in the Customer Information Form.



Intellectual Property Rights	copyright, database rights, design rights, patents, trade marks, domain names (whether or not any of the same are registered and including applications for registration of the same) and confidential information, know-how and all other intellectual property or forms of protection of similar nature or having equivalent or similar effect to any of the same, which may subsist in any part of the world.
Technology Fund	for the purpose of the OBA means a notional credit which has no cash redemption or equivalent value and that can be used by the Customer to purchase Equipment at EEs standard prices for equipment as current at the time the price needs to be determined.

## 23.3 Update Terms

a.	Term	These Solution Terms come into effect on the date of EE's acceptance of the Customer's Initial Order or applicable Contract Change Note for the Solution and shall remain in force for the Minimum Connection Period of each smartnumber and thereafter until the Solution expires or is terminated by either party in accordance with the Agreement.
b.	Customer obligations	<p>The Customer shall (and shall procure that its Subscribers shall):</p> <ul style="list-style-type: none"> <li>i. comply with any manuals and guidance issued by EE or relevant third party manufacturer or supplier concerning use of the Solution (including the Equipment, Services and Network) and co-operate with EE's reasonable security and other checks (which may include EE making calls or sending communications to Users);</li> <li>ii. inform EE upon becoming aware of any suspected or actual unauthorised use of the Solution and take all steps necessary, including any steps requested by EE, to prevent such use.</li> </ul> <p>The Customer warrants and represents that it has the consent of its Subscribers to disclosure Subscriber information to EE and for EE to use such information and to disclose it to any necessary third parties (including installers) to enable the Solution to be provided.</p>
c.	Intellectual Property Rights	All rights in the Solution are owned by or licensed to EE. The provision of the Solution to the Customer shall not operate as any transfer or licence of any Intellectual Property Rights) of any nature) to the Customer. The Customer shall not attempt to acquire, or assert that it has acquired, any Intellectual Property Rights relating to the Solution.
d.	Suspension	<p>EE may, without liability to the Customer, suspend the Customer's and/or any or all Users' access to any relevant part, or where necessary all, of the Services:</p> <ul style="list-style-type: none"> <li>i. during any technical failure, modification or maintenance of the Network; or</li> <li>ii. where necessary to safeguard the integrity and security of the Network or to reduce fraud.</li> </ul> <p>EE shall use its reasonable endeavours to keep any suspensions under this clause to a minimum, to provide prior notice where possible and to restore the Services as soon as reasonably practicable.</p>
e.	Public contracts	<ul style="list-style-type: none"> <li>i. A Customer that is a contracting authority (as defined in the Public Contracts Regulations 2006) warrants and represents that it has contracted for this Solution in compliance with the Public Contracts Regulations 2006, Directive 2004/18/EC and the general EU Treaty provisions.</li> <li>ii. In the event that any court makes a declaration of ineffectiveness or orders that the Minimum Connection Period for this Solution be shortened, then this Solution will be terminated and the Customer shall pay the Termination Charges.</li> </ul>
f.	Data Protection	The Customer shall comply with its obligations under the Data Protection Legislation.
g.	Limitation of liability	Without prejudice to any provision of the Agreement relating to limitation of liability, EE does not have any liability of any sort (including liability for negligence) for the acts, omissions or delay of other providers of telecommunication goods or services or for faults in or failures of their network or equipment.

## 24. Update Terms for:

- A. **Mobile Voice VPN (Direct or Indirect Access) (formerly known as Orange Wirefree Extension) (Direct or Indirect Access) ;**
- B. **Landline to Mobile Calling Package (Mobile Voice VPN, Indirect Access only)**



(formerly known as Orange Wirefree Extension, Indirect Access only); and

**C. Data VPN (formerly known as Data VPN from Orange) (“Data VPN”).**

24.2 This clause 24 shall only apply to a Customer who has taken Mobile Voice VPN (Direct or Indirect Access) (Solution; a Landline to Mobile Calling Package Solution; and/or a Data VPN Solution.

**24.3 Definitions**

In addition to clause 2 of this Update Terms Guide the following definitions apply:

Initial Order	for the purpose of the OBSCA and OBSMA means the Initial Order for Services and Equipment which the Customer commits to take and EE commits to supply upon commencement of the Agreement as set out in the Customer Information Form.
---------------	---

24.4 Update Terms applicable to each of the Mobile Voice VPN (Direct or Indirect Access) Solution Terms, Landline to Mobile Calling Package Solution Terms and the Data VPN Solution Terms:

a.	Term and Termination	<p>The Solution Terms shall come into effect on the date on which EE commences the supply of the Solution to the Customer and, subject to earlier termination in accordance with the Agreement, shall remain in force for the Minimum Connection Period.</p> <p>Upon expiry of the Minimum Connection Period for the Solution, EE will continue to supply the Solution and charge the monthly Charges until the Solution is terminated in accordance with the Agreement.</p>
b.	Technical Support	<p>The Customer acknowledges that EE has no responsibility for faults which in its reasonable opinion result (directly or indirectly) from:</p> <ul style="list-style-type: none"> <li>i. the use of the Solution by the Customer for any purpose other than the receipt of the Services from EE; or</li> <li>ii. any software applications loaded by the Customer that are not compatible with the Solution or the EE Network.</li> </ul>
c.	Customer Obligations	<p>At the request of EE, provide all information, assistance and co-operation reasonably required to enable EE to provide the Solution in accordance with these terms and the Agreement.</p> <p>EE is not liable for any delay or failure to provide and/or maintain the Solution due to any failure by the Customer to comply with its obligations under the Solution Terms.</p>
d.	Installed Equipment	<ul style="list-style-type: none"> <li>i. Where EE installs Equipment for the Customer, the Customer will notify EE of any health and safety and security policies in relation to the Customer's premises and EE will comply with any such reasonable policies notified in advance to EE. The Customer shall ensure that all necessary and appropriate authorities, licences and consents have been obtained and complied with in order to allow EE to install Equipment and that it provides a suitable and safe working environment for EE.</li> <li>ii. Where EE provides Installed Equipment, the Customer agrees: <ul style="list-style-type: none"> <li>A. to grant EE the right to install, store, operate, maintain and support any Installed Equipment on the Customer's premises to enable provision of the Services;</li> <li>B. to provide EE with reasonable access to the Customer's premises and systems during normal office hours and if necessary outside these hours for the installation, implementation, de-commissioning, removal and ongoing maintenance and support of the Services and/or Equipment; and</li> <li>C. not to modify, tamper, move or interfere with any Installed Equipment in any way other than to assist with any installation and implementation, without the prior written consent of EE, nor to use the Installed Equipment for any purpose other than for the Services.</li> </ul> </li> <li>iii. EE reserves the right to make further charges in respect of installation services if, as a result of the Customer's acts or omissions, installation cannot be completed on the agreed date.</li> <li>iv. On completion of installation of the Installed Equipment, EE 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 EE and the Customer, the Customer shall provide a written sign-off confirming acceptance of the installation. Following such acceptance, EE will not be responsible for providing further installation and implementation services to the Customer and if any such services are required, EE may charge the Customer reasonable</li> </ul>



		<p>fees to be agreed with the Customer.</p> <p>v. 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 Customer's use of the Services, including the storage of the Installed Equipment on the Customer's premises.</p> <p>vi. If EE causes any damage to the Customer's premises during the installation of the Installed Equipment due to EE's negligence, EE will cover the reasonable costs of any work that is needed to restore the premises to the condition it was in immediately before the damage occurred. In all other cases, restoration is the Customer's responsibility.</p>
--	--	---

## 24.5 Additional Update Terms

The following terms and conditions apply to either the Mobile Voice VPN (Direct or Indirect Access) or Landline to Mobile Calling Package Solution Terms (each referred to below as "Mobile Voice VPN Solution") or the Data VPN Solution Terms as specified:

a.	Title	Mobile Voice VPN Solution	EE retains full ownership of any Installed Equipment provided under these Solution Terms.	
		Data VPN Solution	Save as otherwise stated, title in all Equipment (including without limitation Installed Equipment) provided by EE under these Solution Terms remains with EE. Risk in all Equipment passes to the Customer upon the later of delivery or installation.	
b.	Clawback	Mobile Voice VPN Solution	<p>If EE has agreed to waive any part of any charge under these Solution Terms, the Customer must immediately in the event of any termination of this Solution (for whatever reason), pay to EE:</p> <ul style="list-style-type: none"> <li>i. in the case of one-off or set up fees, a pro rata sum calculated by reference to the Minimum Connection Period then elapsed; and</li> <li>ii. in the case of recurring fees, a pro rata sum calculated by reference to the period to which those fees relate.</li> </ul>	
		Data VPN Solution	<p>If EE provides the Customer with any subsidy for the Charges (or any part of them) under these Solution Terms by either waiving or discounting them, or by allowing the Customer to use an Equipment or airtime credit to pay them, then EE shall have the following right to reclaim such subsidy upon any termination (for whatever reason) of this Solution and the Customer must immediately repay to EE the subsidised part of the Charges pro-rated:</p> <ul style="list-style-type: none"> <li>iii. in the case of one-off or set up Charges, by reference to the Minimum Connection Period then elapsed; and</li> <li>iv. in the case of periodic or rental charges, by reference to the period to which those Charges relate.</li> </ul> <p>The Customer may not use any Equipment or airtime credit to repay any such subsidy.</p>	
c.	c.	Customer Equipment	Data VPN Solution	The Customer is responsible for all Customer Equipment and shall indemnify EE against any loss or damage that is caused directly or indirectly by Customer Equipment.

## 25. Update Terms for Secure Mobility (formerly known as Secure Mobility from Orange)

25.1 This clause 25 shall only apply to a Customer who has taken a Secure Mobility Solution.

### 25.2 Definitions

In addition to clause 2 of this Update Terms Guide the following definitions apply:

End User Licensed Software	for the purpose of the OBSCA and OBSMA means Third Party Software.
----------------------------	--





Initial Order	for the purpose of the OBSMA and OBSCA means the Initial Order for Services and Equipment which the Customer commits to take and EE commits to supply upon commencement of the Agreement as set out in the Customer Information Form.
---------------	---

## 25.3 Update Terms

a.	Term and Termination	The Solution shall remain in force for the Solution Minimum Connection Period and thereafter until the Solution is terminated by either party in accordance with the Agreement.
b.	End User Licence Agreement	The Customer shall (and shall procure that its Users shall) comply with the End User Licence Agreement.
c.	Installed Equipment	<ol style="list-style-type: none"> <li>i. Where EE installs Equipment for the Customer, the Customer will notify EE of any health and safety and security policies in relation to the Customer's premises and EE will comply with any such reasonable policies notified in advance to EE. The Customer shall ensure that all necessary and appropriate authorities, licences and consents have been obtained and complied with in order to allow EE to install Equipment and that it provides a suitable and safe working environment for EE.</li> <li>ii. Where EE provides Installed Equipment, the Customer agrees: <ol style="list-style-type: none"> <li>A. to grant EE the right to install, store, operate, maintain and support any Installed Equipment on the Customer's premises to enable provision of the Services;</li> <li>B. to provide EE with reasonable access to the Customer's premises and systems during normal office hours and if necessary outside these hours for the installation, implementation, de-commissioning, removal and ongoing maintenance and support of the Services and/or Equipment; and</li> <li>C. not to modify, tamper, move or interfere with any Installed Equipment in any way other than to assist with any installation and implementation, without the prior written consent of EE, nor to use the Installed Equipment for any purpose other than for the Services.</li> </ol> </li> <li>iii. EE reserves the right to make further charges in respect of installation services if, as a result of the Customer's acts or omissions, installation cannot be completed on the agreed date.</li> <li>iv. On completion of installation of the Installed Equipment, EE 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 EE and the Customer, the Customer shall provide a written sign-off confirming acceptance of the installation. Following such acceptance, EE will not be responsible for providing further installation and implementation services to the Customer and if any such services are required, EE may charge the Customer reasonable fees to be agreed with the Customer.</li> <li>v. 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 Customer's use of the Services, including the storage of the Installed Equipment on the Customer's premises.</li> <li>vi. If EE causes any damage to the Customer's premises during the installation of the Installed Equipment due to EE's negligence, EE will cover the reasonable costs of any work that is needed to restore the premises to the condition it was in immediately before the damage occurred. In all other cases, restoration is the Customer's responsibility.</li> </ol>
d.	Customer obligations	<ol style="list-style-type: none"> <li>i. The Customer shall (and shall procure that its Users shall):comply with any manuals and guidance issued by EE or relevant third party manufacturer or supplier concerning use of the Solution (including the Equipment, Services and Network) and co-operate with EE's reasonable security and other checks (which may include EE making calls or sending communications to Users);</li> <li>ii. provide access to the Customer premises to enable EE to remove Installed Equipment at any time where reasonably necessary or upon termination or expiry of the agreement or this Solution.</li> </ol>
e.	Transfer of Client Software	The reference to the General Terms and Conditions in clause 6.3 of the Solution Terms shall be construed as a reference to the OBSMA, OBSCA or OBA as applicable.



## 26. Update Terms for:

- A. **Total Resource (No Employees Transferring) (formerly known as Total Resource from Orange); and**
- B. **Total Resource (Employees Transferring) (formerly known as Total Resource from Orange).**

26.2 This clause 26 shall only apply to a Customer who has taken the Total Resource (No Employees Transferring) Solution or a Total Resource (Employees Transferring) Solution.

### 26.3 Definitions

In addition to clause 2 of this Update Terms Guide the following definitions apply:

EE Group	means Orange Group.
Service Commencement Date	for the purposes of the OBSMA, OBSCA and OBA the Service Commencement Date shall be defined as the date on which EE commences supply of the Service to the Customer.

### 26.4 Update Terms

a.	Term and Termination	These Solution Terms shall come into effect on the Service Commencement Date and shall remain in force for the Minimum Connection Period. Upon expiry of the Minimum Connection Period for the Solution, EE will continue to supply the Solution and charge the Charges until the Solution is terminated in accordance with the provisions of the Agreement.
b.	Customer obligations	The Customer shall: <ul style="list-style-type: none"> <li>i. ensure that all Customer's Equipment is in good working order and suitable for the purposes for which it is used in relation to the Total Resource Services;</li> <li>ii. provide EE (or its Sub-contractors) with reasonable access to the Customer's premises and systems during normal office hours and if necessary outside of those hours for the installation, implementation, de-commissioning, removal and ongoing maintenance of the Services and/or Equipment. EE will not be liable for any failure under the Solution Terms due to any lack of or delay in providing such access; and</li> <li>iii. before providing any information or data required by EE to perform the Total Resource Services the Customer shall make any necessary back up of such information or data.</li> </ul>
c.	Data back-up	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.
d.	Amendment to clause 8.2 of the Total Resource Solution Terms (Employees Transferring)	The reference to clauses 22.2 of the General Terms and Conditions for Business Customers shall be replaced as follows: <ul style="list-style-type: none"> <li>i. for customers who have contracted with EE using the OBA, with a reference to clause 28.3 of the OBA; and</li> <li>ii. for customers who have contracted with EE using the OBSMA or OBSCA, with a reference to clauses 43.1 of the OBSMA or OBSCA.</li> </ul>

## 27. Update Terms for 2G Signal Box

27.1 This clause 27 shall only apply to a Customer who has taken a 2G Signal Box Solution.

### 27.2 Definitions

Initial Order	for the purpose of the OBSCA and OBSMA means the Initial Order for Services and Equipment which the Customer commits to take and EE commits to supply upon commencement of the Agreement as set out in the Customer Information Form.
---------------	---

### 27.3 Update Terms

a.	Term and Termination	These Solution Terms shall come into effect on the date on which EE commences the supply of the
----	----------------------	---



		<p>relevant Solution to the Customer and shall remain in force for the Minimum Connection Period.</p> <p>Upon expiry of the Minimum Connection Period for the Solution, EE will continue to supply the Solution and charge the monthly charges until the Customer provides EE with not less than 30 days' notice of termination in writing.</p>
b.	Technical Support	<p>The Customer acknowledges that EE has no responsibility for faults which in its reasonable opinion result (directly or indirectly) from:</p> <ul style="list-style-type: none"> <li>i. the use of the Solution by the Customer for any purpose other than the receipt of the Services from EE; or</li> <li>ii. any software applications loaded by the Customer that are not compatible with the Solution or the EE Network.</li> </ul>
c.	Customer Obligations	<p>At the request of EE, provide all information, assistance and co-operation reasonably required to enable EE to provide the Solution in accordance with these Solution Terms and the Agreement.</p> <p>EE is not liable for any delay or failure to provide and/or maintain the Solution due to any failure by the Customer to comply with its obligations under these Solution Terms.</p>
d.	Installed Equipment	<ul style="list-style-type: none"> <li>i. Where EE installs Equipment for the Customer, the Customer will notify EE of any health and safety and security policies in relation to the Customer's premises and EE will comply with any such reasonable policies notified in advance to EE. The Customer shall ensure that all necessary and appropriate authorities, licences and consents have been obtained and complied with in order to allow EE to install Equipment and that it provides a suitable working environment for EE.</li> <li>ii. Where EE provides Installed Equipment, the Customer agrees: <ul style="list-style-type: none"> <li>A. to grant EE the right to install, store, operate, maintain and support any Installed Equipment on the Customer's premises to enable provision of the Services;</li> <li>B. to provide EE with reasonable access to the Customer's premises and systems during normal office hours and if necessary outside these hours for the installation, implementation, de-commissioning, removal and ongoing maintenance and support of the Services and/or Equipment; and</li> <li>C. not to modify, tamper, move or interfere with any Installed Equipment in any way other than to assist with any installation and implementation, without the prior written consent of EE, nor to use the Installed Equipment for any purpose other than for the Services.</li> </ul> </li> <li>iii. EE reserves the right to make further charges in respect of installation services if, as a result of the Customer's acts or omissions, installation cannot be completed on the agreed date.</li> <li>iv. On completion of installation of the Installed Equipment, EE 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 EE and the Customer, the Customer shall provide a written sign-off confirming acceptance of the installation. Following such acceptance, EE will not be responsible for providing further installation and implementation services to the Customer and if any such services are required, EE may charge the Customer reasonable fees to be agreed with the Customer.</li> <li>v. 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 Customer's use of the Services, including the storage of the Installed Equipment on the Customer's premises.</li> <li>vi. If EE causes any damage to the Customer's premises during the installation of the Installed Equipment due to EE's negligence, EE will cover the reasonable costs of any work that is needed to restore the premises to the condition it was in immediately before the damage occurred. In all other cases, restoration is the Customer's responsibility.</li> </ul>
e.	Title and risk	<p>Save as otherwise stated, title in all Equipment (including without limitation Installed Equipment) provided by EE under these Solution Terms remains with EE. Risk in all Equipment passes to the Customer upon the later of delivery or installation.</p>
f.	Customer Equipment	<p>The Customer is responsible for all Customer Equipment and shall indemnify EE against any loss or damage that is caused directly or indirectly by Customer Equipment.</p>



g.	Clawback	<p>If EE provides the Customer with any subsidy for the Charges (or any part of them) under these Solution Terms by either waiving or discounting them, or by allowing the Customer to use an Equipment or airtime credit to pay them, then EE shall have the following right to reclaim such subsidy upon any termination (for whatever reason) of this Solution and the Customer must immediately repay to EE the subsidised part of the Charges pro-rated:</p> <ul style="list-style-type: none"> <li>i. in the case of one-off or set up Charges, by reference to the Minimum Connection Period then elapsed; and</li> <li>ii. in the case of periodic or rental charges, by reference to the period to which those Charges relate.</li> </ul> <p>The Customer may not use any Equipment or airtime credit to repay any such subsidy.</p>
----	----------	---

## 28. Update Terms for EE Freedom

28.1 This clause 28 shall only apply to a Customer who has taken an EE Freedom Solution from EE.

### 28.2 Definitions

In addition to clause 2 of this Update Terms Guide the following definitions apply:

Connection	a connection by which EE gives the Customer access to the Network, including via a SIM Card that has been configured to attach to the Network, or via any other connection specified in the Agreement. "Re-Connection", "Connect" and "Connected" each have a corresponding meaning.
EE Software	means Orange Software.
Initial Order	for the purpose of the OBSCA and OBSMA means the Initial Order for Services and Equipment which the Customer commits to take and EE commits to supply upon commencement of the Agreement as set out in the Customer Information Form.
Service Commencement Date	For the purposes of the OBSMA, OBSCA and OBA the Service Commencement Date shall be defined as the date on which EE commences supply of the Service to the Customer.

### 28.3 Update Terms

a.	Term	<p>The Solution Terms shall come into effect on the Service Commencement Date and, subject to earlier termination in accordance with the Agreement, shall remain in force for the Minimum Connection Period.</p> <p>Upon expiry of the Minimum Connection Period for the Solution, EE will continue to supply the Solution and charge the monthly Charges until the Solution is terminated in accordance with the Agreement.</p>
b.	Technical Support	The Customer acknowledges that EE has no responsibility for faults which in its reasonable opinion result (directly or indirectly) from any software applications loaded by the Customer that are not compatible with the Solution or the EE Network.
c.	Amendment to clause 3.1 Solution Terms (Installed Equipment)	<p>The reference to clause 12.2 of the General Terms and Conditions for Business Customers in clause 3.1 of the Solution Terms shall be replaced with the following:</p> <p>Unless otherwise agreed in writing, title and property in any Software and Installed Equipment shall remain vested in EE or the appropriate third party and the Customer is hereby granted a licence to use any Installed Equipment only for accessing the Services during the term of this Agreement.</p>
d.	Customer obligations	<p>The Customer shall (and shall procure that the EE Freedom Users shall):</p> <ul style="list-style-type: none"> <li>i. at the request of EE, provide all information, assistance and co-operation reasonably required to enable EE to provide the Solution in accordance with these terms and the Agreement;</li> <li>ii. comply with all manuals and guidance issued by EE or a relevant third party manufacturer or supplier and EE shall not be liable to the Customer for any faults in or malfunction of any Equipment or EE Software where the Customer or EE Freedom Users has failed to comply with such manuals and guidance;</li> <li>iii. not operate without obtaining prior written consent from EE, 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 without limitation 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 by EE and</li> </ul>



		<p>used by the Customer in accordance with the Service terms.</p> <p>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 the Solution to continue to be provided.</p>
e.	Installed Equipment	<ol style="list-style-type: none"> <li>i. Save as otherwise stated, title in all Equipment (including without limitation Installed Equipment) provided by EE under these Solution Terms remains with EE. All risks in the Installed Equipment pass to the Customer on installation.</li> <li>ii. Where EE installs Equipment for the Customer, the Customer will notify EE of any health and safety and security policies in relation to the Customer Premises and EE will comply with any such reasonable policies notified in advance to EE. The Customer shall ensure that all necessary and appropriate authorities, licences and consents have been obtained and complied with in order to allow EE to install Equipment and that it provides a suitable and safe working environment for EE.</li> <li>iii. Where EE provides Installed Equipment, the Customer agrees: <ol style="list-style-type: none"> <li>A. to grant EE the right to install, store, operate, maintain and support any Installed Equipment on the Customer Premises to enable provision of the Services;</li> <li>B. to provide EE with reasonable access to the Customer Premises and systems during normal office hours and if necessary outside these hours for the installation, implementation, de-commissioning, removal and ongoing maintenance and support of the Services and/or Equipment; and</li> <li>C. not to modify, tamper, move or interfere with any Installed Equipment in any way other than to assist with any installation and implementation, without the prior written consent of EE, nor to use the Installed Equipment for any purpose other than for the Services.</li> </ol> </li> <li>iv. EE reserves the right to make further charges in respect of installation services if, as a result of the Customer's acts or omissions, installation cannot be completed on the agreed date.</li> <li>v. 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 Customer's use of the Services, including the storage of the Installed Equipment on the Customer Premises.</li> <li>vi. If EE causes any damage to the Customer Premises during the installation of the Installed Equipment due to EE's negligence, EE will cover the reasonable costs of any work that is needed to restore the premises to the condition it was in immediately before the damage occurred. In all other cases, restoration is the Customer's responsibility.</li> </ol>
f.	Amendment to clause 3.4 of the Solution Terms (EE Freedom Software)	<p>The reference to clause 24 of the General Terms and Conditions for Business Customers shall be replaced with a reference to:</p> <ol style="list-style-type: none"> <li>i. In the case of a Customer who has an OBSMA or OBSCA, clause 23 of the OBSMA or OBSCA; or</li> <li>ii. In the case of a Customer who has an OBA, clause 14 of the OBA.</li> </ol>
g.	Data Protection	<p>The Customer acknowledges and agrees that:</p> <ol style="list-style-type: none"> <li>i. EE shall process EE Freedom Users Personal Data for the provision of the Services (and for these purposes EE may share such Personal Data with its supplier, Sub-contractors and service providers); and</li> <li>ii. EE and/or its supplier, Sub-contractors and service partners are authorised (and have sufficient EE Freedom User consent) to enable them to process such Personal Data in order to meet its obligation hereunder.</li> </ol>
h.	Suspension	<p>EE may, without liability to the Customer, suspend the Customer's and/or any or all Users' access to any relevant part, or where necessary all, of the Services:</p> <ol style="list-style-type: none"> <li>i. during any technical failure, modification or maintenance of the Network; or</li> <li>ii. where necessary to safeguard the integrity and security of the Network or to reduce fraud.</li> </ol> <p>EE shall use its reasonable endeavours to keep any suspensions under this clause to a minimum, to provide prior notice where possible and to restore the Services as soon as reasonably practicable.</p>





i.	Termination	Subject to clause 28.3(l) (below), upon expiry or termination of this Agreement (in whole or in part) for any reason all Installed Equipment or any other Equipment in which title has not passed to the Customer must be returned to EE in full working order. Where it is not returned, or if in EE's reasonable opinion is not returned in good working order, Customer must pay the List Price for such Equipment.
j.	Liability	EE shall not be liable: <ul style="list-style-type: none"> <li>i. for any delay or failure to provide and/or maintain the Solution due to any failure by the Customer to comply with its obligations under the Solution Terms;</li> <li>ii. for faults in or malfunction of any Equipment or EE Software where any alteration or addition has been made to the Equipment or EE Software without EE's prior written consent;</li> <li>iii. for any loss or corruption of software used by the Customer which is not provided by EE.</li> </ul>
k.	clause 8.2(e) of the Solution Terms	clause 8.2(e) of the Solution Terms is deleted.
l.	Clawback	<p>If EE provides the Customer with any subsidy for the Charges (or any part of them) under these Solution Terms by either waiving or discounting them, or by allowing the Customer to use an Equipment or airtime credit to pay them, then EE shall have the following right to reclaim such subsidy upon any termination (for whatever reason) of this Solution during the Minimum Connection Period or Solution Minimum Connection Period and the Customer must immediately repay to EE the subsidised part of the Charges pro-rated:</p> <ul style="list-style-type: none"> <li>i. in the case of the Solution Charges, by reference to the Minimum Connection Period then elapsed; and</li> <li>ii. in the case of the EE Freedom User Charges, by reference to the Solution Minimum Connection Period the elapsed.</li> </ul> <p>The Customer may not use any Equipment or airtime credit to repay any such subsidy.</p> <p>Where the Agreement includes a Minimum Spend requirement, the Customer shall pay to EE a pro-rated sum (on the basis of the proportion of the Minimum Agreement Term elapsed) if a review by EE of the Minimum Spend up to the date of termination reveals an underperformance of actual Customer expenditure as measured against the anticipated target Minimum Spend at the date of termination. For the purposes of this clause 28.3(l) "Minimum Spend" shall mean the minimum sum set out in the Commercial Terms that the Customer commits to pay to EE in Charges in relation to a particular Service or Services during the Minimum Agreement Term.</p>

## 29. Update Terms for Customised Apps

29.1 This clause 29 shall only apply to a Customer who has taken a Customised Apps Solution from EE.

### 29.2 Definitions

In addition to clause 2 of this Update Terms Guide the following definitions apply:

Confidential Information	any commercial or technical information in whatever form which is disclosed by one party to the other party and which would be regarded as confidential by a reasonable business person including, without limitation, all business, statistical, financial, marketing and personnel information, customer or supplier details, knowhow, designs, trade secrets or software of the disclosing party or any member of EE's Group.
Data Controller	for the purposes of the OBSMA and OBSCA, has the meaning set out in the Data Protection Act 1998.
Data Protection Legislation	the Data Protection Act 1998, the Privacy and Electronic Communications (EC Directive) Regulations 2003, the Privacy and Electronic Communications (EC Directive) (Amendment) Regulations 2011, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (s/2000/2699), any amendments or replacements to them and all other applicable laws and regulations relating to the processing of personal data and privacy.
EE's Group	means Orange Group.
End User Licensed Software	for the purposes of the OBSMA and OBSCA means software licensed to the Customer by a separate agreement with the licensor for such software, as set out in the Solution Terms of this Agreement or by



	any 'shrink wrap' or 'click through' licence agreement or in box documentation provided.
Group	means any entity or person controlled by, controlling or under common control with EE or the Customer (as applicable), from time to time. For the purpose of this definition the term "control" means ownership, directly or indirectly, of: (i) equity securities entitling it to exercise, in aggregate, 50% or more of the voting power in such corporation or other entity; (ii) 50% or more of the interest in the profit or income in the case of a business entity other than a corporation; or (iii) in the case of a partnership, any other comparable interest in the general partnership.
Initial Order	for the purpose of the OBSCA and OBSMA means the initial order for Services which the Customer commits to take and EE commits to supply upon commencement of the Agreement as set out in the Customer Information Form.
Intellectual Property Rights	means copyright, database rights, design rights, patents, trade marks, domain names (whether or not any of the same are registered and including applications for registration of the same) and confidential information, know-how and all other intellectual property or forms of protection of similar nature or having equivalent or similar effect to any of the same, which may subsist in any part of the world.
Service Commencement Date	means the date on which EE commences supply of the Service to the Customer.

## 29.3 Update Terms

a.	References to General Terms and Conditions (" <b>General Terms</b> ")	References in the Solution Terms to clauses of the General Terms shall be replaced as follows:																				
		<table border="1"> <thead> <tr> <th style="text-align: left;">clause of General Terms referred to in Solution Terms (which is a reference to the General Terms and Conditions for Business Customers v4.1)</th> <th style="text-align: left;">Replacement provision applicable to Customers who have contracted on an OBSMA, OBSCA or OBA</th> </tr> </thead> <tbody> <tr> <td>clause 5.3</td> <td>clause 3.1(a) Update Terms Guide</td> </tr> <tr> <td>clause 5.4</td> <td>clause 3.1(b) Update Terms Guide</td> </tr> <tr> <td>clause 5.5</td> <td>clause 3.1(c) Update Terms Guide</td> </tr> <tr> <td>clause 8</td> <td>clause 44.5 OBSMA and OBSCA; or clause 29.5 OBA (depending on the Customer's Agreement with EE)</td> </tr> <tr> <td>clause 16.4</td> <td>clause 23.2(f) OBSMA and OBSCA; or clause 14.4 OBA (depending on the Customer's Agreement with EE)</td> </tr> <tr> <td>clause 18</td> <td>clause 34.10 OBSMA and OBSCA; or clause 19.9 OBA (depending on the Customer's Agreement with EE)</td> </tr> <tr> <td>clause 22.2</td> <td>clauses 43.1 of the OBSMA or OBSCA; or clause 28.3 of the OBA (depending on the Customer's Agreement with EE)</td> </tr> <tr> <td>clause 22.3</td> <td>clauses 43.3 of the OBSMA or OBSCA; or clause 28.5 of the OBA (depending on the Customer's Agreement with EE)</td> </tr> <tr> <td>clause 26.5</td> <td>EE shall implement appropriate technical and</td> </tr> </tbody> </table>	clause of General Terms referred to in Solution Terms (which is a reference to the General Terms and Conditions for Business Customers v4.1)	Replacement provision applicable to Customers who have contracted on an OBSMA, OBSCA or OBA	clause 5.3	clause 3.1(a) Update Terms Guide	clause 5.4	clause 3.1(b) Update Terms Guide	clause 5.5	clause 3.1(c) Update Terms Guide	clause 8	clause 44.5 OBSMA and OBSCA; or clause 29.5 OBA (depending on the Customer's Agreement with EE)	clause 16.4	clause 23.2(f) OBSMA and OBSCA; or clause 14.4 OBA (depending on the Customer's Agreement with EE)	clause 18	clause 34.10 OBSMA and OBSCA; or clause 19.9 OBA (depending on the Customer's Agreement with EE)	clause 22.2	clauses 43.1 of the OBSMA or OBSCA; or clause 28.3 of the OBA (depending on the Customer's Agreement with EE)	clause 22.3	clauses 43.3 of the OBSMA or OBSCA; or clause 28.5 of the OBA (depending on the Customer's Agreement with EE)	clause 26.5	EE shall implement appropriate technical and
clause of General Terms referred to in Solution Terms (which is a reference to the General Terms and Conditions for Business Customers v4.1)	Replacement provision applicable to Customers who have contracted on an OBSMA, OBSCA or OBA																					
clause 5.3	clause 3.1(a) Update Terms Guide																					
clause 5.4	clause 3.1(b) Update Terms Guide																					
clause 5.5	clause 3.1(c) Update Terms Guide																					
clause 8	clause 44.5 OBSMA and OBSCA; or clause 29.5 OBA (depending on the Customer's Agreement with EE)																					
clause 16.4	clause 23.2(f) OBSMA and OBSCA; or clause 14.4 OBA (depending on the Customer's Agreement with EE)																					
clause 18	clause 34.10 OBSMA and OBSCA; or clause 19.9 OBA (depending on the Customer's Agreement with EE)																					
clause 22.2	clauses 43.1 of the OBSMA or OBSCA; or clause 28.3 of the OBA (depending on the Customer's Agreement with EE)																					
clause 22.3	clauses 43.3 of the OBSMA or OBSCA; or clause 28.5 of the OBA (depending on the Customer's Agreement with EE)																					
clause 26.5	EE shall implement appropriate technical and																					



		<p>organisational security measures against unauthorised or unlawful processing of Users' Personal Data and against accidental loss or destruction of, or damage to, Users' Personal Data.</p> <p>The reference to clause 11 of the General Terms does not apply OBSMA, OBSCA and OBA customers and clause 5.2 of the Solution Terms shall be deemed deleted.</p> <p>A general reference to General Terms without references to a specific clause number shall be construed as a reference to the OBSMA, OBSCA or OBA as applicable to the Customer.</p>
b.	End User Licence Agreement	The Customer shall (and shall procure that its Licensed Users shall) comply with the End User Licence Agreement.
c.	Software	EE may update or provide different Software from time to time, provided such update does not materially reduce functionality or performance. Such updates may be delivered by the nominated third party supplier.
d.	Customer obligations	<p>The Customer shall (and shall procure that its Licensed Users shall):</p> <ol style="list-style-type: none"> <li>i. at the request of EE, provide all information, assistance and co-operation reasonably required to enable EE to provide the Solution in accordance with these Solution Terms and the Agreement;</li> <li>ii. comply with all manuals and guidance issued by EE or a relevant third party manufacturer or supplier and EE shall not be liable to the Customer for any faults in or malfunction of any Customised Apps Software where the Customer or Licensed Users have failed to comply with such manuals and guidance;</li> <li>iii. not use any Confidential Information contained in, forming part of or derived from the Customised Apps Software to develop or market any software which is substantially similar in function and expression to any part of the Customised Apps Software;</li> <li>iv. not attempt to acquire, or assert that it has acquired, any Intellectual Property Rights in the Existing Software, New Software, Generic Software or Third Party Software;</li> <li>v. not use the Customised App in any way which causes annoyance, inconvenience or needless anxiety as set out in the Communications Act 2003, nor use the Customised App to send spam or unsolicited communications without the receiver's consent;</li> <li>vi. inform EE upon becoming aware of any suspected or actual unauthorised use of the Customised App or the Services and take all such steps necessary including any steps requested by EE, to prevent such use;</li> <li>vii. not use, nor knowingly allow the Customised App to be used, in any way which breaches the provisions of clause 15 of the OBA or clause 24 of the OBSMA or OBSCA (as applicable depending on the Customer's Agreement with EE) or contravenes or jeopardises the Intellectual Property Rights of EE's Group or any third party.</li> </ol> <p>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 the Solution to continue to be provided.</p>
e.	Security	EE and the Developer may use within its systems virus screening technology which may result in the deletion or alteration of email and/or email attachments, although EE does not guarantee that such technology will be effective against virus attacks.
f.	Data Protection	The Customer acknowledges and agrees that EE shall process Licensed Users Personal Data for the provision of the Support and Maintenance Services (and for these purposes EE may share such Personal Data with its supplier, Sub-contractors and service providers).
g.	Charges	Any provision in the Agreement permitting the Customer the right to terminate the Agreement in the event of any change of pricing will be modified for this Solution: if a price change occurs which would otherwise entitle the Customer to terminate the whole Agreement, the Customer's right will be limited only to termination of this Solution.
h.	Technical Support	The Customer acknowledges that EE has no responsibility for faults which in its reasonable opinion result (directly or indirectly) from any software applications loaded by the Customer onto a device that are not compatible with the Customised App or the EE Network.



i.	Liability	<p>Subject to clause 28.5 of the OBA; or clause 43.3 of the OBSMA or OBSCA (as applicable), EE shall not be liable:</p> <ul style="list-style-type: none"> <li>i. for any breach of the Agreement to the extent that any delay or failure by EE 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 the Agreement; (b) acts, omissions or negligence of other providers of telecommunication services, except where such providers are Sub-contractors; or (c) acts, defaults, omissions or negligence of third party suppliers or manufacturers, except where such providers are Sub-contractors;</li> <li>ii. for faults in or malfunction of any Equipment or Customised App Software where any alteration or addition has been made to the Equipment or Customised App Software without EE's prior written consent;</li> <li>iii. for any loss or corruption of any software used by the Customer (including without limitation software used with the Customised App) which is not provided by EE.</li> </ul>
j.	Legal Compliance	<ul style="list-style-type: none"> <li>i. The Customised App 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.</li> <li>ii. EE does not represent that any necessary export approvals and/or licences have been obtained or will be granted in respect of the Customised App Software.</li> </ul>

## 30. Update Terms for Public WiFi from EE

- a. This clause 30 shall only apply to a Customer who has taken the Public WiFi from EE Solution.
- b. Definitions

In addition to clause 2 of this Update Terms Guide the following definitions apply:

Data Controller	for the purposes of the OBSMA and OBSCA, has the meaning set out in the Data Protection Act 1998.
Data Protection Legislation	the Data Protection Act 1998, the Privacy and Electronic Communications (EC Directive) Regulations 2003, the Privacy and Electronic Communications (EC Directive) (Amendment) Regulations 2011, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (s/2000/2699), any amendments or replacements to them and all other applicable laws and regulations relating to the processing of personal data and privacy.
EE's Group	means Orange Group.
Initial Order	for the purpose of the OBSCA and OBSMA means the Initial Order for Services and Equipment which the Customer commits to take and EE commits to supply upon commencement of the Agreement as set out in the Customer Information Form.
Installation Charges	means one off charges payable by the Customer for installation of Installed Equipment by EE or a Sub-contractor.
Intellectual Property Rights	means copyright, database rights, design rights, patents, trade marks, domain names (whether or not any of the same are registered and including applications for registration of the same) and confidential information, know-how and all other intellectual property or forms of protection of similar nature or having equivalent or similar effect to any of the same, which may subsist in any part of the world.
Service Commencement Date	means the date on which EE commences supply of the Service to the Customer.

### 30.2 Update Terms

a.	Term and Termination	<p>These Solution Terms shall come into effect on the date on which EE commences the supply of the relevant Solution to the Customer and shall remain in force for the Minimum Connection Period.</p> <p>Upon expiry of the Minimum Connection Period for the Solution, EE will continue to supply the Solution and charge the monthly charges until the Customer provides EE with not less than 30 days' notice of</p>
----	----------------------	---



		termination in writing.
b.	Technical Support	<p>The Customer acknowledges that EE has no responsibility for faults which in its reasonable opinion result (directly or indirectly) from:</p> <ul style="list-style-type: none"> <li>i. the use of the Solution by the Customer for any purpose other than the receipt of the Services from EE; or</li> <li>ii. any software applications loaded by the Customer that are not compatible with the Solution or the EE Network.</li> </ul>
c.	Customer Obligations	<p>At the request of EE, provide all information, assistance and co-operation reasonably required to enable EE to provide the Solution in accordance with these Solution Terms and the Agreement.</p> <p>EE is not liable for any delay or failure to provide and/or maintain the Solution due to any failure by the Customer to comply with its obligations under these Solution Terms.</p>
d.	Installed Equipment	<p>Where EE installs Equipment for the Customer, the Customer will notify EE of any health and safety and security policies in relation to the Customer's premises and EE will comply with any such reasonable policies notified in advance to EE. The Customer shall ensure that all necessary and appropriate authorities, licences and consents have been obtained and complied with in order to allow EE to install Equipment and that it provides a suitable and safe working environment for EE. Where EE provides Installed Equipment, the Customer agrees:</p> <ul style="list-style-type: none"> <li>i. to grant EE the right to install, store, operate, maintain and support any Installed Equipment on the Customer's premises to enable provision of the Services;</li> <li>ii. to provide EE with reasonable access to the Customer's premises and systems during normal office hours and if necessary outside these hours for the installation, implementation, de-commissioning, removal and ongoing maintenance and support of the Services and/or Equipment; and</li> <li>iii. not to modify, tamper, move or interfere with any Installed Equipment in any way other than to assist with any installation and implementation, without the prior written consent of EE, nor to use the Installed Equipment for any purpose other than for the Services.</li> </ul> <p>EE reserves the right to make further charges in respect of installation services if, as a result of the Customer's acts or omissions, installation cannot be completed on the agreed date.</p> <p>On completion of installation of the Installed Equipment, EE 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 EE and the Customer, the Customer shall provide a written sign-off confirming acceptance of the installation. Following such acceptance, EE will not be responsible for providing further installation and implementation services to the Customer and if any such services are required, EE may charge the Customer reasonable fees to be agreed with the Customer.</p> <p>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 Customer's use of the Services, including the storage of the Installed Equipment on the Customer's premises.</p> <p>If EE causes any damage to the Customer's premises during the installation of the Installed Equipment due to EE's negligence, EE will cover the reasonable costs of any work that is needed to restore the premises to the condition it was in immediately before the damage occurred. In all other cases, restoration is the Customer's responsibility.</p>
e.	Customer Equipment	<p>The Customer is responsible for all Customer Equipment and shall indemnify EE against any loss or damage that is caused directly or indirectly by Customer Equipment.</p>
f.	Installed Equipment	<ul style="list-style-type: none"> <li>i. Save as otherwise stated, title in all Equipment (including without limitation Installed Equipment) provided by EE under these Solution Terms remains with EE. All risks in the Installed Equipment pass to the Customer on installation.</li> <li>ii. Where EE installs Equipment for the Customer, the Customer will notify EE of any health and safety and security policies in relation to the Customer Premises and EE will comply with any such reasonable policies notified in advance to EE. The Customer shall ensure that all necessary and appropriate authorities, licences and consents have been obtained and complied with in order to allow EE to install Equipment and that it provides a suitable and</li> </ul>





		<p>safe working environment for EE.</p> <p>iii. Where EE provides Installed Equipment, the Customer agrees:</p> <p>A. to grant EE the right to install, store, operate, maintain and support any Installed Equipment on the Customer Premises to enable provision of the Services;</p> <p>B. to provide EE with reasonable access to the Customer Premises and systems during normal office hours and if necessary outside these hours for the installation, implementation, de-commissioning, removal and ongoing maintenance and support of the Services and/or Equipment; and</p> <p>C. not to modify, tamper, move or interfere with any Installed Equipment in any way other than to assist with any installation and implementation, without the prior written consent of EE, nor to use the Installed Equipment for any purpose other than for the Services.</p> <p>iv. EE reserves the right to make further charges in respect of installation services if, as a result of the Customer's acts or omissions, installation cannot be completed on the agreed date.</p> <p>v. 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 Customer's use of the Services, including the storage of the Installed Equipment on the Customer Premises.</p> <p>vi. If EE causes any damage to the Customer Premises during the installation of the Installed Equipment due to EE's negligence, EE will cover the reasonable costs of any work that is needed to restore the premises to its original condition before the damage occurred. In all other cases, restoration is the Customer's responsibility.</p>
g.	Termination	<p>Subject to clause 30.3(h) below, upon expiry or termination of this Agreement (in whole or in part) for any reason all Installed Equipment or any other Equipment in which title has not passed to the Customer must be returned to EE in full working order. Where it is not returned, or if in EE's reasonable opinion is not returned in good working order, Customer must pay the List Price for such Equipment.</p>
h.	Clawback	<p>If EE provides the Customer with any subsidy for the Charges (or any part of them) under these Solution Terms by either waiving or discounting them, or by allowing the Customer to use an Equipment or airtime credit to pay them, then EE shall have the following right to reclaim such subsidy upon any termination (for whatever reason) of this Solution during the Minimum Connection Period or Solution Minimum Connection Period and the Customer must immediately repay to EE the subsidised part of the Charges pro-rated:</p> <p>i. in the case of the Solution Charges, by reference to the Minimum Connection Period then elapsed; and</p> <p>ii. in the case of the EE Freedom User Charges, by reference to the Solution Minimum Connection Period the elapsed.</p> <p>The Customer may not use any Equipment or airtime credit to repay any such subsidy.</p> <p>Where the Agreement includes a Minimum Spend requirement, the Customer shall pay to EE a pro-rated sum (on the basis of the proportion of the Minimum Agreement Term elapsed) if a review by EE of the Minimum Spend up to the date of termination reveals an underperformance of actual Customer expenditure as measured against the anticipated target Minimum Spend at the date of termination. For the purposes of this clause 1830.3(l) "Minimum Spend" shall mean the minimum sum set out in the Commercial Terms that the Customer commits to pay to EE in Charges in relation to a particular Service or Services during the Minimum Agreement Term.</p>
i.	Liability	<p>Subject to clause 28.5 of the OBA; or clause 43.3 of the OBSMA or OBSCA (as applicable), EE shall not be liable:</p> <p>i. for any breach of the Agreement to the extent that any delay or failure by EE 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 the Agreement; (b) acts, omissions or negligence of other providers of telecommunication services, except where such providers are Sub-contractors; or (c) acts, defaults, omissions or negligence of third party suppliers or manufacturers, except where</p>



such providers are Sub-contractors;

- ii. for faults in or malfunction of any Equipment where any alteration or addition has been made to the Equipment without EE's prior written consent;
- iii. for any loss or corruption of any software used by the Customer which is not provided by EE.

## 31. Update Terms for Rapid Site

31.1 This clause 31 shall only apply to a Customer who has taken the Rapid Site Solution.

### 31.2 Definitions

In addition to clause 2 of this Update Terms Guide the following definitions apply:

Data Controller	for the purposes of the OBSMA and OBSCA, has the meaning set out in the Data Protection Act 1998.
Data Protection Legislation	the Data Protection Act 1998, the Privacy and Electronic Communications (EC Directive) Regulations 2003, the Privacy and Electronic Communications (EC Directive) (Amendment) Regulations 2011, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (s/2000/2699), any amendments or replacements to them and all other applicable laws and regulations relating to the processing of personal data and privacy.
End User Licensed Software	for the purposes of the OBSMA and OBSCA, means Third Party Software.
Intellectual Property Rights	copyright, database rights, design rights, patents, trade marks, domain names (whether or not any of the same are registered and including applications for registration of the same) and confidential information, know-how and all other intellectual property or forms of protection of similar nature or having equivalent or similar effect to any of the same, which may subsist in any part of the world.

### 31.3 Update Terms

a.	Term and Termination	<p>These Solution Terms shall come into effect on the date on which EE commences the supply of the relevant Solution.</p> <p>The Minimum Connection Period is per Customer Site and commences on completion of installation at that site. Upon expiry of the Minimum Connection Period for the Solution, EE will continue to supply the Solution and charge the monthly charges until the Customer provides EE with not less than 30 days' notice of termination in writing.</p>
b.	Customer obligations	<p>The Customer shall (and shall procure that its Users shall):</p> <ul style="list-style-type: none"> <li>i. comply with all manuals and guidance issued by EE or a relevant third party manufacturer or supplier concerning the use of the Equipment, Services and Network co-operate with EE's reasonable security and other checks;</li> <li>ii. only use Equipment or Customer Equipment which is authorised by EE (such authorisation not to be unreasonably withheld);</li> <li>iii. inform EE 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 EE, to prevent such use;</li> <li>iv. comply with all applicable regulatory provisions, laws, codes of conduct and guidelines.</li> </ul> <p>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 the Solution to continue to be provided.</p> <p>EE is not liable for any delay or failure to provide and/or maintain the Solution due to any failure by the Customer to comply with its obligations under these Solution Terms.</p>
c.	Services	<p>The Services may enable access to the internet, use of which is solely at the Customer's risk. EE has no 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</p>



		<p>which it sends or passes over the Network.</p> <p>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 EE is not liable for any failure of the Customer or its Users to do so.</p>
d.	Risk and Title	Any Equipment, SIM Card or Software returned to EE shall be done so at the Customer's risk until received by EE.
e.	Equipment	<p>The Customer must inform EE 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 to EE. Once the loss or theft of the Equipment is notified to EE, EE may terminate the ability of the Equipment to communicate with the Network.</p> <p>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 7 days of delivery.</p>
f.	Support	The Customer acknowledges that any support services that may be provided by EE are only provided for the specified Equipment and that EE does not provide support for any other equipment (including without limitation Customer Equipment).
g.	Installed Equipment	<p>Where EE installs Equipment for the Customer, the Customer will notify EE of any health and safety and security policies in relation to the Customer's premises and EE will comply with any such reasonable policies notified in advance to EE. The Customer shall ensure that all necessary and appropriate authorities, licences and consents have been obtained and complied with in order to allow EE to install Equipment and that it provides a suitable working environment for EE.</p> <p>Where EE provides Installed Equipment, the Customer agrees:</p> <ol style="list-style-type: none"> <li>i. to grant EE the right to install, store, operate, maintain and support any Installed Equipment on the Customer's premises to enable provision of the Services;</li> <li>ii. to provide EE with reasonable access to the Customer's premises and systems during normal office hours and if necessary outside these hours for the installation, implementation, de-commissioning, removal and ongoing maintenance and support of the Services and/or Equipment; and</li> <li>iii. not to modify, tamper, move or interfere with any Installed Equipment in any way other than to assist with any installation and implementation, without the prior written consent of EE, nor to use the Installed Equipment for any purpose other than for the Services.</li> </ol> <p>EE reserves the right to make further charges in respect of installation services if, as a result of the Customer's acts or omissions, installation cannot be completed on the agreed date.</p> <p>On completion of installation of the Installed Equipment, EE 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 EE and the Customer, the Customer shall provide a written sign-off confirming acceptance of the installation. Following such acceptance, EE will not be responsible for providing further installation and implementation services to the Customer and if any such services are required, EE may charge the Customer reasonable fees to be agreed with the Customer.</p> <p>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 Customer's use of the Services, including the storage of the Installed Equipment on the Customer's premises.</p> <p>If EE causes any damage to the Customer's premises during the installation of the Installed Equipment due to EE's negligence, EE will cover the reasonable costs of any work that is needed to restore the premises to the condition it was in immediately before the damage occurred. In all other cases, restoration is the Customer's responsibility.</p>
h.	Suspension	<p>EE may, without liability to the Customer, suspend the Customer's and/or any or all Users' access to any relevant part, or where necessary all, of the Services where necessary to safeguard the integrity and security of the Network or to reduce fraud.</p> <p>EE shall use its reasonable endeavours to keep any suspensions under this clause to a minimum, to</p>



		provide prior notice where possible and to restore the Services as soon as reasonably practicable.
i.	Support	The Customer acknowledges that EE has no responsibility for faults which in its reasonable opinion result (directly or indirectly) from any software applications loaded by the Customer onto a Device that are not compatible with the Device or the EE Network.
j.	Liability	<p>EE does not warrant that any virtual private network not specifically approved for use by EE will be compatible with the Services and shall bear no liability for any such lack of compatibility.</p> <p>Subject to clause 28.5 of the OBA or clause 43.3 of the OBSMA or OBSCA (as applicable), EE will not be liable to the Customer in contract, tort (including negligence) or otherwise for:</p> <ul style="list-style-type: none"> <li>i. any breach of this Agreement to the extent that any delay or failure by EE 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 Agreement; (b) acts, omissions or negligence of other providers of telecommunication services, except where such providers are Sub-contractors; or (c) acts, defaults, omissions or negligence of third party suppliers or manufacturers, except where such providers are Sub-contractors;</li> <li>ii. any faults in or malfunctions of any Equipment or EE Software where any alteration or addition has been made to the Equipment or EE Software without EE's prior written consent; or</li> <li>iii. for any loss or corruption of any software.</li> </ul>
k.	Intellectual Property Rights and Software	<p>All rights in the Solution are owned by or licensed to EE. The provision of the Solution to the Customer shall not operate as any transfer or licence of any Intellectual Property Rights (of any nature) to the Customer. The Customer shall not attempt to acquire, or assert that it has acquired, any Intellectual Property Rights relating to the Rapid Site Solution.</p> <p>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 EE shall not be required to deliver the relevant Service.</p> <p>The licence granted under this Agreement to use EE Software may be terminated if the Customer disputes the ownership of any Intellectual Property Rights under this Agreement, fails to comply with any term of this Agreement or if the continued use or possession of the EE Software infringes the rights of any third party.</p>
l.	clause 9.1 of the Solution Terms	<p>clause 9.1 of the Solution Terms shall be deleted and replaced with the following:</p> <p><b>Confidentiality</b></p> <ul style="list-style-type: none"> <li>i. Each party undertakes that it shall not at any time during this Agreement, and for a period of 3 years after termination of this Agreement, disclose to any person the terms of this Agreement or any Confidential Information, except as permitted by clause 31.3(l)(ii) of these Update Terms.</li> <li>ii. Disclosure of Confidential Information is permitted: <ul style="list-style-type: none"> <li>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 this Agreement, provided always that the disclosing party ensures such recipients comply with this clause 31.3(l) of these Update Terms;</li> <li>B. as may be required by law, court order or any governmental or regulatory authority;</li> <li>C. by EE to any debt collection agency, credit reference agency, credit or fraud monitoring scheme, security agency or credit provider of any information relating to the Customer's account and performance under this Agreement, and to any member of the EE Group, for fraud prevention, credit checks, debt recovery, crime and money laundering prevention and account management;</li> <li>D. by EE as may be permitted pursuant to Data Protection Legislation;</li> <li>E. with the consent of the disclosing party;</li> </ul> </li> </ul>



- F. to the extent that information has come into the public domain through no fault of the receiving party; and/or
  - G. by the Customer to members of its Group to the extent required for such Group members to place orders, use the Solution and comply with the terms of the Agreement.
- iii. Upon expiry or termination of the Solution for any reason the parties must promptly on request return or destroy all Confidential Information specific to this Solution (except that EE may retain such information where required for regulatory purposes) and also return any property belonging to the other (and where requested provide written confirmation of this).

## Data Protection

- i. The Customer shall ensure that Users' Personal Data is accurate and up to date when disclosed to EE.
- ii. The Customer shall ensure that it has obtained all necessary consents under Data Protection Legislation to disclose its Users' Personal Data to EE and for EE to process Users' Personal Data for the purpose of this Agreement.
- iii. Each party shall comply with its obligations under Data Protection Legislation in respect of any Personal Data processed under this Agreement. The Customer acknowledges and agrees that EE is the Data Controller of Users' Personal Data generated by EE providing the Services including without limitation Call Data Records.
- iv. EE will process Users' Personal Data:
  - A. for the provision of the Services (and for these purposes EE may share such Personal Data with its suppliers, Sub-contractors and service providers);
  - B. for the purpose of fulfilling its obligations under this Agreement;
  - C. as may be required by law, court order or any governmental or regulatory authority; and
  - D. 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)) and the Customer agrees that it will bring EE's privacy policy to the attention of its Users.
- v. EE shall implement appropriate technical and organisational security measures against unauthorised or unlawful processing of Users' Personal Data and against accidental loss or destruction of, or damage to, Users' Personal Data.
- vi. EE may share the Customer's information and Users' Personal Data with other EE Group companies. EE may also share the Customer's information and Users' Personal Data with service providers acting on behalf of EE for marketing purposes. The Customer agrees to EE and/or its service providers keeping it and its Users informed about EE, EE Group and third party products, services and offers. EE, an EE Group company or a service provider acting on behalf of EE may contact the Customer and its Users by telephone, mail or electronically, online or via any other interactive media, to let the Customer and/or Users know about EE, EE Group or third party products, services and offers that may be of particular interest.
- vii. EE shall not transfer any Personal Data disclosed by the Customer to EE to any country outside of the European Economic Area unless EE ensures that such data is subject to an adequate level of protection in accordance with the Data Protection Act 1998.
- viii. Any disclosure of Users' Call Data Records by EE to the Customer will be subject to the Customer completing and submitting to EE a request for those records, EE'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 EE's current standard format (which is available on request).

## 32. Update Terms for Service Management

32.1 This clause 32 shall only apply to a Customer who has taken a Service Management Solution.

### 32.2 Definitions

In addition to clause 2 of this Update Terms Guide the following definitions apply:





Data Controller	for the purposes of the OBSMA and OBSCA, has the meaning set out in the Data Protection Act 1998.
Data Protection Legislation	the Data Protection Act 1998, the Privacy and Electronic Communications (EC Directive) Regulations 2003, the Privacy and Electronic Communications (EC Directive) (Amendment) Regulations 2011, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (s/2000/2699), any amendments or replacements to them and all other applicable laws and regulations relating to the processing of personal data and privacy.
Service Commencement Date	for the purposes of the OBSMA, OBSCA and OBA the Service Commencement Date shall be defined as the date on which EE commences supply of the Service to the Customer.

## 32.3 Update Terms

a.	Term and Termination	These Solution Terms shall come into effect on the Service Commencement Date and shall remain in force for the Minimum Connection Period. Upon expiry of the Minimum Connection Period for the Solution, EE will continue to supply the Solution and charge the Charges until the Solution is terminated in accordance with the provisions of the Agreement.
b.	Customer obligations	The Customer shall (and shall procure that its Users shall): <ol style="list-style-type: none"> <li>i. comply with all manuals and guidance issued by EE or a relevant third party manufacturer or supplier concerning the use of the Equipment being managed EE under these Solution Terms and comply with EE's reasonable security and other checks;</li> <li>ii. inform EE upon becoming aware of any suspected or actual unauthorised use of the Services or Equipment managed by EE under these Solution Terms and take all steps necessary, including any steps requested by EE, to prevent such use.</li> </ol>
c.	Data back-up	Before providing any information or data required by EE to perform the Service Management Services the Customer shall make any necessary back up of such information or data. 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.
d.	Support	The Customer acknowledges that any support services that may be provided by EE are only provided for the specified Equipment and that EE does not provide support for any other equipment (including without limitation Customer Equipment), unless otherwise agreed by EE in writing.  The Customer acknowledges that EE has no responsibility for faults which in its reasonable opinion result (directly or indirectly) from any software applications loaded by the Customer onto a Device that are not compatible with the Device or the EE Network.
e.	Liability	Subject to clause 28.5 of the OBA or clause 43.3 of the OBSMA or OBSCA (as applicable), EE will not be liable to the Customer in contract, tort (including negligence) or otherwise for: <ol style="list-style-type: none"> <li>i. any breach of this Agreement to the extent that any delay or failure by EE to perform its obligations results from: (a) an act, omission or delay of the Customer or its agents, sub-contractors, consultants or employees resulting in negligence or breach of law, or which is contrary to the terms of this Agreement; (b) acts, omissions or negligence of other providers of telecommunication services, except where such providers are Sub-contractors; or (c) acts, defaults, omissions or negligence of third party suppliers or manufacturers, except where such providers are Sub-contractors;</li> <li>ii. any faults in or malfunctions of any Equipment or EE Software where any alteration or addition has been made to the Equipment or EE Software without EE's prior written consent; or</li> <li>iii. for any loss or corruption of any software.</li> </ol>
f.	clause 7.1 of the Solution Terms	clause 7.1 of the Solution Terms shall be deleted and replaced with the following: <b>Confidentiality</b> <ol style="list-style-type: none"> <li>i. Each party undertakes that it shall not at any time during this Agreement, and for a period of 3 years after termination of this Agreement, disclose to any person the terms of this Agreement or any Confidential Information, except as permitted by clause 32.3(f)(ii) of these Update Terms below.</li> </ol>



- ii. 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 this Agreement, provided always that the disclosing party ensures such recipients comply with this clause 32.3(f) of these Update Terms;
  - B. as may be required by law, court order or any governmental or regulatory authority;
  - C. by EE to any debt collection agency, credit reference agency, credit or fraud monitoring scheme, security agency or credit provider of any information relating to the Customer's account and performance under this Agreement, and to any member of the EE Group, for fraud prevention, credit checks, debt recovery, crime and money laundering prevention and account management;
  - D. by EE as may be permitted pursuant to Data Protection Legislation;
  - E. with the consent of the disclosing party;
  - F. to the extent that information has come into the public domain through no fault of the receiving party; and/or
  - G. by the Customer to members of its Group to the extent required for such Group members to place orders, use the Solution and comply with the terms of the Agreement.
- iii. Upon expiry or termination of the Solution for any reason the parties must promptly on request return or destroy all Confidential Information specific to this Solution (except that EE may retain such information where required for regulatory purposes) and also return any property belonging to the other (and where requested provide written confirmation of this).

## Data Protection

- i. The Customer shall ensure that Users' Personal Data is accurate and up to date when disclosed to EE.
- ii. The Customer shall ensure that it has obtained all necessary consents under Data Protection Legislation to disclose its Users' Personal Data to EE and for EE to process Users' Personal Data for the purpose of this Agreement.
- iii. Each party shall comply with its obligations under Data Protection Legislation in respect of any Personal Data processed under this Agreement. The Customer acknowledges and agrees that EE is the Data Controller of Users' Personal Data generated by EE providing the Services including without limitation Call Data Records.
- iv. EE will process Users' Personal Data:
  - A. for the provision of the Services (and for these purposes EE may share such Personal Data with its suppliers, Sub-contractors and service providers);
  - B. for the purpose of fulfilling its obligations under this Agreement;
  - C. as may be required by law, court order or any governmental or regulatory authority; and
  - D. 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)) and the Customer agrees that it will bring EE's privacy policy to the attention of its Users.
- v. EE shall implement appropriate technical and organisational security measures against unauthorised or unlawful processing of Users' Personal Data and against accidental loss or destruction of, or damage to, Users' Personal Data.
- vi. EE may share the Customer's information and Users' Personal Data with other EE Group companies. EE may also share the Customer's information and Users' Personal Data with service providers acting on behalf of EE for marketing purposes. The Customer agrees to EE and/or its service providers keeping it and its Users informed about EE, EE Group and third party products, services and offers. EE, an EE Group company or a service provider acting on behalf of EE may contact the Customer and its Users by telephone, mail or electronically, online or via any other interactive media, to let the Customer and/or Users know about EE, EE Group or third party products, services and offers that may be of particular interest.
- vii. EE shall not transfer any Personal Data disclosed by the Customer to EE to any country



outside of the European Economic Area unless EE ensures that such data is subject to an adequate level of protection in accordance with the Data Protection Act 1998.

- viii. Any disclosure of Users' Call Data Records by EE to the Customer will be subject to the Customer completing and submitting to EE a request for those records, EE'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 EE's current standard format (which is available on request).

## 33. Update Terms for Service Add-Ons Solution

33.1 This clause 33 shall only apply to a Customer who has taken the Service Add-Ons Solution.

### 33.2 Definitions

In addition to clause 2 of this Update Terms Guide the following definitions apply:

Commercial Terms	means the CIF, order form or Contract Change Note, as applicable.
Data Controller	for the purposes of the OBSMA and OBSCA, has the meaning set out in the Data Protection Act 1998.
Data Protection Legislation	means the Data Protection Act 1998, the Privacy and Electronic Communications (EC Directive) Regulations 2003, the Privacy and Electronic Communications (EC Directive) (Amendment) Regulations 2011, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (s/2000/2699), any amendments or replacements to them and all other applicable laws and regulations relating to the processing of personal data and privacy.
Intellectual Property Rights	means copyright, database rights, design rights, patents, trade marks, service marks, domain names (whether or not any of the same are registered and including applications for registration of the same) and confidential information, know-how and all other intellectual property or forms of protection of similar nature or having equivalent or similar effect to any of the same, which may subsist in any part of the world.
Roaming	means a Service Plan Add-On by which the Customer can use a SIM Card to connect to another network whilst outside of the UK.
Service Plan Add-On	means an additional service added to a Service Plan for an agreed Subscription Charge. Service Plan Add-Ons specified as "Fixed" shall have a Minimum Connection Period identical in length to the original Minimum Connection Period of the Service Plan the Service Plan Add-On is added to.

### 33.3 Update Terms

a.	Eligibility	The eligibility criteria for Service Add-Ons set out at Part 11 of the EE Price Guide for Large Business Customers (available at <a href="http://www.ee.co.uk/business/terms">www.ee.co.uk/business/terms</a> ), and also referred to in clause 2.1 of the Solution Terms shall not apply. However EE will only provide the Service Add-Ons Solution to the Customer if agreed by EE in writing in a Contract Change Note.
b.	Term and Termination	These Solution Terms shall come into effect on the Service Commencement Date and shall remain in force for the Minimum Connection Period. Upon expiry of the Minimum Connection Period for the Solution, EE will continue to supply the Solution and charge the Charges until the Solution is terminated in accordance with the provisions of the Agreement.
c.	Customer obligations	The Customer shall (and shall procure that its Users shall): <ul style="list-style-type: none"> <li>i. comply with all manuals and guidance issued by EE or a relevant third party manufacturer or supplier concerning the use of the Equipment being managed EE under these Solution Terms and comply with EE's reasonable security and other checks;</li> <li>ii. inform EE upon becoming aware of any suspected or actual unauthorised use of the Services or Equipment managed by EE under these Solution Terms and take all steps necessary, including any steps requested by EE, to prevent such use.</li> </ul>
d.	Services	The Services may enable access to the internet, use of which is solely at the Customer's risk. EE has no 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



		<p>which it sends or passes over the Network.</p> <p>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 EE is not liable for any failure of the Customer or its Users to do so.</p>
e.	Data back-up	<p>Before providing any information or data required by EE to perform the Service Add-Ons Services the Customer shall make any necessary back up of such information or data. 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.</p>
f.	Equipment	<p>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 7 days of delivery.</p>
g.	Support	<p>The Customer acknowledges that any support services that may be provided by EE are only provided for the specified Equipment and that EE does not provide support for any other equipment (including without limitation Customer Equipment), unless otherwise agreed by EE in writing.</p> <p>The Customer acknowledges that EE has no responsibility for faults which in its reasonable opinion result (directly or indirectly) from any software applications loaded by the Customer onto a Device that are not compatible with the Device or the EE Network.</p>
h.	Intellectual Property Rights	<ol style="list-style-type: none"> <li>i. All Intellectual Property Rights used by or subsisting in the Services and Equipment shall remain the sole property of EE or (as the case may be) the relevant third party rights owner.</li> <li>ii. 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 EE or the third party rights owner as applicable. This clause 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.</li> <li>iii. The Customer must not: <ol style="list-style-type: none"> <li>A. do anything or allow anything to be done which might jeopardise EE's or its licensors' Intellectual Property Rights;</li> <li>B. dispute or challenge the rights of the relevant third party rights owner;</li> <li>C. apply for, or obtain, registration in any country of any trade or service mark or any other Intellectual Property Rights which consist of, or comprises of, or are confusingly similar to, the trade marks or Intellectual Property Rights of the EE Group or its licensors.</li> </ol> </li> </ol>
i.	Risk	<p>Any Equipment, SIM Card or Software returned to EE shall be done so at the Customer's risk until received by EE.</p>
j.	Liability	<p>Subject to clause 28.5 of the OBA or clause 43.3 of the OBSMA or OBSCA (as applicable), EE will not be liable to the Customer in contract, tort (including negligence) or otherwise for:</p> <ol style="list-style-type: none"> <li>i. any breach of this Agreement to the extent that any delay or failure by EE to perform its obligations results from: (a) an act, omission or delay of the Customer or its agents, sub-contractors, consultants or employees resulting in negligence or breach of law, or which is contrary to the terms of this Agreement; (b) acts, omissions or negligence of other providers of telecommunication services, except where such providers are Sub-contractors; or (c) acts, defaults, omissions or negligence of third party suppliers or manufacturers, except where such providers are Sub-contractors;</li> <li>ii. any faults in or malfunctions of any Equipment or EE Software where any alteration or addition has been made to the Equipment or EE Software without EE's prior written consent; or</li> <li>iii. for any loss or corruption of any software.</li> </ol>
k.	Confidentiality	<ol style="list-style-type: none"> <li>i. Each party undertakes that it shall not at any time during this Agreement, and for a period of 3 years after termination of this Agreement, disclose to any person the terms of this Agreement or any Confidential Information, except as permitted by clause 33.3(k)(ii) of these Update Terms below.</li> </ol>



		<ul style="list-style-type: none"> <li>ii. Disclosure of Confidential Information is permitted: <ul style="list-style-type: none"> <li>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 this Agreement, provided always that the disclosing party ensures such recipients comply with this clause 33.3(k) of these Update Terms;</li> <li>B. as may be required by law, court order or any governmental or regulatory authority;</li> <li>C. by EE to any debt collection agency, credit reference agency, credit or fraud monitoring scheme, security agency or credit provider of any information relating to the Customer's account and performance under this Agreement, and to any member of the EE Group, for fraud prevention, credit checks, debt recovery, crime and money laundering prevention and account management;</li> <li>D. by EE as may be permitted pursuant to Data Protection Legislation;</li> <li>E. with the consent of the disclosing party;</li> <li>F. to the extent that information has come into the public domain through no fault of the receiving party; and/or</li> <li>G. by the Customer to members of its Group to the extent required for such Group members to place orders, use the Solution and comply with the terms of the Agreement.</li> </ul> </li> <li>iii. Upon expiry or termination of the Solution for any reason the parties must promptly on request return or destroy all Confidential Information specific to this Solution (except that EE may retain such information where required for regulatory purposes) and also return any property belonging to the other (and where requested provide written confirmation of this).</li> </ul>
I.	Data Protection	<ul style="list-style-type: none"> <li>i. The Customer shall ensure that Users' Personal Data is accurate and up to date when disclosed to EE.</li> <li>ii. The Customer shall ensure that it has obtained all necessary consents under Data Protection Legislation to disclose its Users' Personal Data to EE and for EE to process Users' Personal Data for the purpose of this Solution.</li> <li>iii. Each party shall comply with its obligations under Data Protection Legislation in respect of any Personal Data processed under this Agreement. The Customer is a Data Controller solely in respect of any Personal Data processed pursuant to the Data Collection feature detailed in this Solution as stated at clause 6.1 of the Solution Terms. Subject to the foregoing, EE is the Data Controller of Users' Personal Data generated by EE providing the Services including without limitation Call Data Records.</li> <li>iv. EE will process Users' Personal Data: <ul style="list-style-type: none"> <li>A. for the provision of the Services (and for these purposes EE may share such Personal Data with its suppliers, Sub-contractors and service providers);</li> <li>B. for the purpose of fulfilling its obligations under the Agreement;</li> <li>C. as may be required by law, court order or any governmental or regulatory authority; and</li> <li>D. in accordance with its privacy policy (as amended from time to time and which is available at <a href="http://www.ee.co.uk/business/terms">www.ee.co.uk/business/terms</a>) and the Customer agrees that it will bring EE's privacy policy to the attention of its Users.</li> </ul> </li> <li>v. EE may share the Customer's information and Users' Personal Data with other EE Group companies.</li> <li>vi. EE shall not transfer any Personal Data disclosed by the Customer to EE to any country outside of the European Economic Area unless EE ensures that such data is subject to an adequate level of protection in accordance with the Data Protection Act 1998.</li> </ul>

## 34. Update Terms for:

- A. Tailored End to End; and
- B. Tailored Set Up.





34.2 This clause 34 shall only apply to a Customer who has taken the Tailored End to End or Tailored Set Up Solution.

## 34.3 Definitions

In addition to clause 2 of this Update Terms Guide the following definitions apply:

Add-On	for the purposes of the Tailored End to End Solution, means an additional service added to a Service Plan for an agreed Subscription Charge. Add-Ons specified as "Fixed" shall have a Minimum Connection Period identical in length to the original Minimum Connection Period of the Service Plan the Add-On is added to.
Data Controller	for the purposes of the OBSMA and OBSCA, has the meaning set out in the Data Protection Act 1998.
Data Protection Legislation	means the Data Protection Act 1998, the Privacy and Electronic Communications (EC Directive) Regulations 2003, the Privacy and Electronic Communications (EC Directive) (Amendment) Regulations 2011, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (s/2000/2699), any amendments or replacements to them and all other applicable laws and regulations relating to the processing of personal data and privacy.
Intellectual Property Rights	means copyright, database rights, design rights, patents, trade marks, service marks, domain names (whether or not any of the same are registered and including applications for registration of the same) and confidential information, know-how and all other intellectual property or forms of protection of similar nature or having equivalent or similar effect to any of the same, which may subsist in any part of the world.
Service Commencement Date	for the purposes of the OBSMA, OBSCA and OBA the Service Commencement Date shall be defined as the date on which EE commences supply of the Service to the Customer.

## 34.4 Update Terms

a.	Eligibility	The eligibility criteria for Tailored End to End and Tailored Set Up set out at Part 11 of the EE Price Guide for Large Business Customers (available at <a href="http://www.ee.co.uk/business/terms">www.ee.co.uk/business/terms</a> ), and also referred to in clause 2.1 of the Solution Terms shall not apply. However EE will only provide the Tailored End to End or Tailored Set Up to the Customer if agreed by EE in writing in a Contract Change Note.
b.	Term and Termination	These Solution Terms shall come into effect on the Service Commencement Date and shall remain in force for the Minimum Connection Period. Upon expiry of the Minimum Connection Period for the Solution, EE will continue to supply the Solution and charge the Charges until the Solution is terminated in accordance with the provisions of the Agreement.
c.	Customer obligations	The Customer shall (and shall procure that its Users shall): <ol style="list-style-type: none"> <li>i. comply with all manuals and guidance issued by EE or a relevant third party manufacturer or supplier concerning the use of the Equipment being managed EE under these Solution Terms and comply with EE's reasonable security and other checks;</li> <li>ii. inform EE upon becoming aware of any suspected or actual unauthorised use of the Services or Equipment managed by EE under these Solution Terms and take all steps necessary, including any steps requested by EE, to prevent such use.</li> </ol>
d.	Services	The Services may enable access to the internet, use of which is solely at the Customer's risk. EE has no 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.  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 EE is not liable for any failure of the Customer or its Users to do so.
e.	Data back-up	Before providing any information or data required by EE to perform the Tailored End to End or Tailored Set Up Services the Customer shall make any necessary back up of such information or data.  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.



f.	Equipment	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 7 days of delivery.
g.	Support	<p>The Customer acknowledges that any support services that may be provided by EE are only provided for the specified Equipment and that EE does not provide support for any other equipment (including without limitation Customer Equipment), unless otherwise agreed by EE in writing.</p> <p>The Customer acknowledges that EE has no responsibility for faults which in its reasonable opinion result (directly or indirectly) from any software applications loaded by the Customer onto a Device that are not compatible with the Device or the EE Network.</p>
h.	Intellectual Property Rights	<ul style="list-style-type: none"> <li>i. All Intellectual Property Rights used by or subsisting in the Services and Equipment shall remain the sole property of EE or (as the case may be) the relevant third party rights owner.</li> <li>ii. 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 EE or the third party rights owner as applicable. This clause 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.</li> <li>iii. The Customer must not: <ul style="list-style-type: none"> <li>A. do anything or allow anything to be done which might jeopardise EE's or its licensors' Intellectual Property Rights;</li> <li>B. dispute or challenge the rights of the relevant third party rights owner;</li> <li>C. apply for, or obtain, registration in any country of any trade or service mark or any other Intellectual Property Rights which consist of, or comprises of, or are confusingly similar to, the trade marks or Intellectual Property Rights of the EE Group or its licensors.</li> </ul> </li> </ul>
i.	Risk	Any Equipment, SIM Card or Software returned to EE shall be done so at the Customer's risk until received by EE.
j.	Liability	<p>Subject to clause 28.5 of the OBA or clause 43.3 of the OBSMA or OBSCA (as applicable), EE will not be liable to the Customer in contract, tort (including negligence) or otherwise for:</p> <ul style="list-style-type: none"> <li>i. any breach of this Agreement to the extent that any delay or failure by EE to perform its obligations results from: (a) an act, omission or delay of the Customer or its agents, sub-contractors, consultants or employees resulting in negligence or breach of law, or which is contrary to the terms of this Agreement; (b) acts, omissions or negligence of other providers of telecommunication services, except where such providers are Sub-contractors; or (c) acts, defaults, omissions or negligence of third party suppliers or manufacturers, except where such providers are Sub-contractors;</li> <li>ii. any faults in or malfunctions of any Equipment or EE Software where any alteration or addition has been made to the Equipment or EE Software without EE's prior written consent; or</li> <li>iii. for any loss or corruption of any software.</li> </ul>
k.	Confidentiality	<p><b>Confidentiality</b></p> <ul style="list-style-type: none"> <li>i. Each party undertakes that it shall not at any time during this Agreement, and for a period of 3 years after termination of this Agreement, disclose to any person the terms of this Agreement or any Confidential Information, except as permitted by clause 34.3(k)(ii) of these Update Terms below.</li> <li>ii. Disclosure of Confidential Information is permitted: <ul style="list-style-type: none"> <li>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 this Agreement, provided always that the disclosing party ensures such recipients comply with this clause 34.3(k) of these Update Terms;</li> <li>B. as may be required by law, court order or any governmental or regulatory authority;</li> <li>C. by EE to any debt collection agency, credit reference agency, credit or fraud monitoring scheme, security agency or credit provider of any information relating to the Customer's</li> </ul> </li> </ul>



		<p>account and performance under this Agreement, and to any member of the EE Group, for fraud prevention, credit checks, debt recovery, crime and money laundering prevention and account management;</p> <p>D. by EE as may be permitted pursuant to Data Protection Legislation;</p> <p>E. with the consent of the disclosing party;</p> <p>F. to the extent that information has come into the public domain through no fault of the receiving party; and/or</p> <p>G. by the Customer to members of its Group to the extent required for such Group members to place orders, use the Solution and comply with the terms of the Agreement.</p> <p>iii. Upon expiry or termination of the Solution for any reason the parties must promptly on request return or destroy all Confidential Information specific to this Solution (except that EE may retain such information where required for regulatory purposes) and also return any property belonging to the other (and where requested provide written confirmation of this).</p>
I.	<b>Data Protection</b>	<p>i. The Customer shall ensure that Users' Personal Data is accurate and up to date when disclosed to EE.</p> <p>ii. The Customer shall ensure that it has obtained all necessary consents under Data Protection Legislation to disclose its Users' Personal Data to EE and for EE to process Users' Personal Data for the purpose of this Solution.</p> <p>iii. Each party shall comply with its obligations under Data Protection Legislation in respect of any Personal Data processed under this Agreement. The Customer is a Data Controller solely in respect of any Personal Data processed pursuant to the Data Collection feature detailed in this Solution as stated at clause 6.1 of the Solution Terms. Subject to the foregoing, EE is the Data Controller of Users' Personal Data generated by EE providing the Services including without limitation Call Data Records.</p> <p>iv. EE will process Users' Personal Data:</p> <p>A. for the provision of the Services (and for these purposes EE may share such Personal Data with its suppliers, Sub-contractors and service providers);</p> <p>B. for the purpose of fulfilling its obligations under the Agreement;</p> <p>C. as may be required by law, court order or any governmental or regulatory authority; and</p> <p>D. in accordance with its privacy policy (as amended from time to time and which is available at <a href="http://www.ee.co.uk/business/terms">www.ee.co.uk/business/terms</a>) and the Customer agrees that it will bring EE's privacy policy to the attention of its Users.</p> <p>v. EE may share the Customer's information and Users' Personal Data with other EE Group companies.</p> <p>vi. EE shall not transfer any Personal Data disclosed by the Customer to EE to any country outside of the European Economic Area unless EE ensures that such data is subject to an adequate level of protection in accordance with the Data Protection Act 1998.</p>