



1. BUSINESS AGREEMENT STRUCTURE

- 1.1 This Business Agreement is composed of the following documents, which apply in decreasing order of priority:
 - a. Any agreed Order Form, Change Form, addendum or Notice of Variation
 - b. Commercial Terms
 - c. Solution Terms
 - d. General Terms and Conditions for Business Customers
 - e. Orange Business Price Guide
 - f. Any other document attached to or explicitly referred to in this Business Agreement

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

- Additional Fees** the additional fees set out in the Orange Business Price Guide for specified administration or account activity, payable as applicable by the Customer to Orange.
- Airtime Fund** a notional credit provided by Orange that can only be used by the Customer to purchase airtime from Orange in accordance with the terms of this Business Agreement, and which has no cash redemption or equivalent value.
- Business Agreement** this business agreement which comprises the documents listed in clause 1.1.
- Call Data Records** in relation to the conveyance of any call or other communication over the Orange network, any data that constitutes traffic data as defined in the Privacy and Electronic Communications (EC Directive) Regulations 2003.
- Change Form** the form issued by Orange detailing the Customer's requested change to this Business Agreement and the commercial and legal implications of that change.
- Charged Basis** paid for by the Customer at List Price without the use of any Credit.
- Charges** the monies payable by the Customer to Orange under this Business Agreement as set out in the Commercial Terms or (if silent) in the Orange Business Price Guide (as may be varied pursuant to clause 16 of this Business Agreement) or will be as otherwise notified by Orange to the Customer.
- Commercial Terms** the commercial terms forming part of this Business Agreement.
- Connection** a SIM Card that has been configured to attach to the Network giving the Customer access to the Services. "Disconnection", "Disconnect", "Re-Connection", "Connect" and "Connected" each have a corresponding meaning. A Connection may be an Existing Connection, New Connection or Future New Connection.

- Credit** any Airtime Fund, Technology Fund or other contractual credit, subsidy, fund, discount or cheque provided to the Customer by Orange under the terms of this Business Agreement.
- Customer** the party named in the "Customer Details" section of this Business Agreement.
- Customer Equipment** any equipment used by the Customer which is not provided by Orange under this Business Agreement.
- Customer Requirements Form** the form detailing the Customer's requirements in relation to a particular Service.
- Data Controller** 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 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.
- Device** any mobile or wireless device, handset, dongle, data card, tablet or other equipment incorporating a SIM Card provided by Orange for use in connection with the Services, or being otherwise used with the Services.
- Device Unlocking Fee** the Additional Fee for unlocking Devices applicable as set out in clause 11.2.
- Disconnect** see definition of Connection above.
- End User Licensed Software** software licensed to the Customer by a separate agreement with the licensor of such software, as set out in the General Terms and Conditions for Business Customers or Solution Terms of this Business Agreement or by any 'shrink wrap' or 'click through' licence business agreement or in box documentation provided.
- Equipment** the equipment set out in the Initial Order and any other equipment that may be agreed between the parties from time to time. Equipment includes Installed Equipment and Devices and may contain or use Software, but excludes Customer Equipment and SIM Cards.
- Everything Everywhere Directory** the look-up service to find out who is on the Orange or T-Mobile Network.
- Existing Connection** a Connection which is already Connected at the commencement of this Business Agreement.
- Faulty Replacement Service** a replacement service offered by Orange for faulty handsets as set out at :- <http://business.orange.co.uk/home/small/product-s-and-services/phones-and-devices/handset-replacement>



Funded Basis	provided by Orange without charge or purchased by the Customer (in full or in part) using a Credit.	Intellectual Property Rights	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.
Future New Connection	an active Connection which is Connected under this Business Agreement (and which may be a Connection ported from the Customer's previous provider) where such Connection is over and above the Initial Order. A Future New Connection is not an Existing Connection, Re-Connection, transfer or re-allocation of a Connection between Users.	List Price	the standard prices for services and equipment as notified to the Customer by Orange or as set out in the Orange Business Price Guide.
General Specification	a technical white paper or other product information in relation to Services or Equipment provided by Orange as may be amended from time to time.	Minimum Agreement Term	the minimum term of this Business Agreement, as detailed in the Commercial Terms.
Group	any entity or person controlled by, controlling or under common control with Orange 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.	Minimum Connection Period	the minimum period for which the Customer commits to receive a particular Service or keep a SIM Card Connected to the Network from the relevant Service Commencement Date.
Inactive Connection	a Connection with no mobile originating (outbound) or mobile terminating (inbound) traffic in any 3 month period.	Minimum Spend	the minimum sum set out in the Commercial Terms that the Customer commits to pay to Orange in Charges in relation to a particular Service or Services during the Minimum Agreement Term.
Initial Order	the initial order for Services, Equipment and SIM Cards which the Customer commits to take and Orange commits to supply upon commencement of this Business Agreement, as set out in the Commercial Terms.	Network	the electronic communications system by which Orange makes Services available in the United Kingdom.
Insolvency Event	an event where either party: <ul style="list-style-type: none"> i. ceases, threatens to cease or suspends trading or carrying on business (other than temporarily by reason of a strike); or ii. suspends payment of its debts or is or becomes unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986) or commits any act of insolvency, or enters into a composition or voluntary arrangement with its creditors, or has a receiver or administrator appointed over the whole or any part of its business or assets, or has a creditor's winding up petition advertised against it in the appropriate Gazette, or passes a resolution to wind up (other than for the purposes of a solvent amalgamation or reconstruction), or is the subject of any action or procedure commenced in any jurisdiction which is similar to or analogous with any above-mentioned action or procedure. 	New Connection	an Active Connection which is Connected under this Business Agreement as a result of the Initial Order and which may be a Connection ported from the Customer's previous provider but is not an Existing Connection, Re-Connection, transfer or re-allocation of a Connection between Users.
Installed Equipment	any antennae, routers, enhancers, monitoring units or other equipment forming part of the Network which Orange may agree to install or otherwise provide for installation by the Customer at any premises owned, occupied or controlled by the Customer.	Notice of Variation	notification to the Customer of a change to this Business Agreement implemented by Orange and sent by letter, email or text message.
		Orange	Everything Everywhere Limited, registration number 02382161, registered office at Hatfield Business Park, Hatfield, Hertfordshire AL10 9BW, trading as Orange (or any organisation that may succeed it as the assignee of this Business Agreement).
		Orange Business Price Guide	a list of Orange's current standard prices, terms and conditions for certain standard services as updated from time to time and published at www.orange.co.uk/business/priceguide .
		Orange Care General Terms and Conditions	the insurance and warranty offered by Orange as set out at :- http://business.orange.co.uk/home/small/product-s-and-services/phones-and-devices/orange-care .
		Orange Software	any software, excluding End User Licensed Software, that is owned by Orange or licensed by Orange on behalf of a third party, and which may be updated from time to time.
		Order Form	the current standard Orange order form by the Customer, accompanied with the Customer's company letterhead or recognised purchase



order clearly referring to the number of this Business Agreement.

Personal Data has the meaning set out in the Data Protection Act 1998.

Personal Line a second Connection on the same SIM Card with a different phone number.

Privacy Policy a statement of Orange's data processing operations as amended from time to time and which is available at www.orange.co.uk.

Request for Call Data Records Form a form which is to be completed and submitted by the Customer in order for Orange to disclose Call Data Records in accordance with clause 24.8 and which is available on request.

Replacement SIM Card Fee the Additional Fee for replacement SIM Cards applicable as set out in clause 14.2.

Roaming a Service Plan Add-On by which the Customer can use a SIM Card on other operator networks.

Service Commencement Date the date on which Orange commences supply of a particular Service to the Customer.

Service Plan a service product which may include bundles of airtime, data use, text, and/or additional discounts offered by Orange for an agreed monthly or other periodic payment or Subscription Charge.

Service Plan Add-On a service product the Customer may choose to add to certain Service Plans (or Devices there under) which may include bundles of airtime, data use, text, optional services or features such as international direct dial, GPRS, business internet, premium rate services and Roaming and/or discounts offered by Orange for an agreed monthly or other periodic payment or Subscription Charge.

Services the services set out in the Initial Order and any other services that may be agreed between the parties from time to time. The Services may include Service Plans and Service Plan Add-Ons and may contain or use Software. "Service" means any of the Services.

Shortfall an underperformance of actual Customer expenditure as measured against the anticipated target Minimum Spend (pro-rated) at any point in time.

SIM Card a pre-Connected subscriber identity module supplied to the Customer by Orange.

Software Orange Software and End User Licensed Software, as updated from time to time.

Solution Terms terms applying to specific Services as specified in Part 2 of the Commercial Terms (or as may be provided separately where applicable to future orders), which may include a General Specification and/or Customer Requirements Form.

Subscription Charges monthly or periodic charges (such as subscription, rental and inclusive usage) payable

by the Customer to access the Services.

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

Suspension Lifting Fee the Additional Fee for lifting a Suspension applicable as set out in clause 17.5.

Technology Fund a notional credit provided by Orange that can only be used by the Customer to purchase Equipment at the List Price in accordance with the terms of this Business Agreement, and which has no cash redemption or equivalent value.

Termination Fees the lump sum termination fees set out in the Commercial Terms payable on termination of a Service or Disconnection of a Connection before completion of the relevant Minimum Connection Period.

Third Party Directory BT directory, or any equivalent directory.

Usage Charges variable charges for voice, data and text airtime usage (excluding inclusive usage) and any other Services and other non-recurring charges.

User the Customer or anyone who is permitted by the Customer to use the Services under this Business Agreement.

2.2 **Interpretation**

- a. any reference to the plural includes the singular and vice versa.
- b. any reference to a statutory or regulatory requirement will (a) include any relevant Act of Parliament, subordinate legislation or other enforceable right and (b) be construed as a reference to that requirement as may be amended, replaced extended or consolidated from time to time.
- c. general words will not be given a restrictive meaning where they follow one or more specific terms indicating a particular category of act, matter or thing or where they are followed by examples. The words "including" and "in particular" (or similar) will not limit the generality of any preceding words.

3. **COMMENCEMENT AND TERM**

3.1 This Business Agreement shall commence on the date of last signature and shall continue until the last remaining Service is terminated in accordance with this Business Agreement.

4. **SUPPLY OF SERVICES AND AGREEMENT**

- 4.1 Orange agrees to supply, and the Customer agrees to take, the Services and Equipment subject to the provisions of this Business Agreement.
- 4.2 Orange shall supply each Service from its Service Commencement Date for its Minimum Connection Period and thereafter until terminated.



4.3 Subject to clause 9, the Customer agrees that it is procuring the Services and Equipment for use only by Users as authorised by and in accordance with this Business Agreement and it will not re-sell, re-supply or otherwise distribute the Services and Equipment or allow Users to do so.

4.4 Orange will ensure that the Services and Equipment comply in all material respects to any General Specification provided or Customer Requirements Form agreed.

5. STANDARD OF SERVICE

5.1 Orange will use its reasonable endeavours to provide the Services where technically possible within the range of the base stations that make up the Network, however Orange is unable to guarantee a continuous fault-free service and has no obligation to provide any Services outside the range of these base stations.

5.2 The Customer acknowledges that as Network design is an on-going process the range of base stations making up the Network may change from time to time, at Orange's discretion. The quality and availability of the Services is also subject to local geography, topography, atmospheric conditions and other physical or electromagnetic obstructions or interference, the number of people trying to access the Network in any particular location at that point in time, faults in other telecommunication networks to which the Network is connected and the compatibility of Equipment and/or Customer Equipment used.

6. CHARGES AND PAYMENT

6.1 The Customer is responsible for paying all Charges incurred for Services and Equipment on its account and shall pay the Charges (including any Termination Fees) in full and without any deduction or set off within the time period specified in the Commercial Terms.

6.2 Orange will invoice the Customer monthly in advance for Subscription Charges, monthly in arrears for Usage Charges, and after dispatch for any Equipment ordered from Orange. Charges in respect of Services not supplied directly by Orange such as (but not limited to) roaming may be invoiced several months in arrears by Orange.

6.3 The Customer will notify Orange in writing of any disputed invoice within 14 days of the date of such invoice, including the full facts of the dispute. The Customer must pay the undisputed portion of the invoice in accordance with the terms of this Business Agreement and in good faith co-operate with Orange to resolve the dispute. Any sum agreed to have been correctly invoiced will be paid and any sum incorrectly invoiced will be resolved by appropriate credit to the Customer's account (in each case within 7 days of resolution).

6.4 If any payment is not made when due, Orange may charge interest on all sums outstanding from the date they fell due at the rate of 4% per annum above the base rate of National Westminster Bank plc from time to time in force. This interest shall accrue on a daily basis both before and after judgment until payment is made. Orange may further take any or all of the following actions until payment for Charges not the subject of a bona fide dispute is received:

- a. withhold and set-off any sums owed by Orange to the Customer (including any Credit) against the sums owed by the Customer to Orange;
- b. suspend the Service(s) in relation to which the Charges are outstanding in accordance with clause 17.4; and/or
- c. issue a notice pursuant to clause 18.3a.

7. CUSTOMER CHANGES AND NEW ORDERS

7.1 Change requests and new orders shall become effective (as appropriate) upon Orange's acceptance of an Order Form, agreement of a Change Form or execution of an addendum. Orange shall be entitled to accept or reject new orders and change requests and to conduct additional credit checks.

7.2 Minor changes, such as the addition, removal or restriction of access to Service Plan Add-Ons, can (subject to meeting the required eligibility criteria) be made by contacting Orange. Additional terms and conditions may apply to Service Plan Add-Ons as set out in the Orange Business Price Guide, and use by the Customer will constitute the Customer's acceptance of any such additional terms.

8. USE OF THE SERVICES AND EQUIPMENT

8.1 The Customer shall, and shall procure that its Users:

- a. keep confidential any Customer account password, personal identification code, number or name issued by Orange permitting access to the Services and Equipment;
- b. provide any information and/or assistance Orange requires in order to supply the Services and Equipment, ensuring the continuing accuracy and completeness of such information;
- c. comply with any reasonable instructions issued by Orange or relevant manufacturer concerning the use of the Equipment, Services and Network and co-operate with Orange's reasonable security and other checks (which may include Orange making calls or sending communications to Users);
- d. only use Equipment or Customer Equipment which is authorised by Orange (such authorisation not to be unreasonably withheld) and compatible for use on the Network;
- e. inform Orange 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 Orange, to prevent such use;
- f. do not operate, 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 GSM Gateway;
- g. comply with all licence terms required from time to time as notified to the Customer by Orange or any third party provider in relation to the Orange Software and End User Licensed Software;
- h. do not use, nor knowingly allow the Equipment or Services to be used (in Orange's reasonable opinion):
 - i. for any unlawful or improper purpose or in such a manner that will or may impair the operation of the Network or Orange's provision of the Services to the Customer or other users;
 - ii. in any way which causes annoyance, inconvenience or needless anxiety as set out in the Communications Act 2003, nor use the Network for persistently sending unsolicited communications without reasonable cause;
 - iii. to send, store, communicate or knowingly receive content which is abusive, indecent, defamatory, obscene, menacing, unlawful or a nuisance; or



- iv. in any way that breaches the provisions of clauses 21 and 22 or contravenes the Intellectual Property Rights of Orange's Group or any third party.
- i. not knowingly distribute malicious software or permit the hacking or unauthorised modification of any Equipment or Software or the Network;
- j. comply with any applicable fair use policy that Orange may issue from time to time; and
- k. comply with all applicable regulatory provisions, laws, codes of conduct and guidelines.

8.2 The Services may enable access to the internet, use of which is solely at the Customer's risk. Orange 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.

8.3 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 Orange is not liable for any failure of the Customer or its Users to do so.

8.4 The Customer acknowledges and agrees that Orange may monitor and record calls or other communications to emergency services and calls or other communications relating to Orange customer services and telemarketing.

9. CUSTOMER GROUP

9.1 Subject to clause 9.2, the Customer may permit other members of its Group as notified to Orange from time to time to place orders under this Business Agreement and use the Services and Equipment supplied by Orange under this Business Agreement, provided that any act or omission of such members of the Customer's Group shall for the purposes of this Business Agreement be deemed to be the act or omission of the Customer.

9.2 The Customer shall procure that such Group members fully comply with the terms of this Business Agreement. The relevant member of the Customer's Group may, on request, be billed separately for the Charges incurred by that member, provided that the Customer shall ultimately remain liable to pay all Charges in respect of the use of the Services by other members of its Group.

10. RISK AND TITLE

10.1 Subject to clause 10.2, title to any Equipment provided by Orange 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 Orange on a Funded Basis shall pass to the Customer on delivery.

10.2 Unless otherwise agreed in writing, title and property in any SIM Cards, Software and Installed Equipment shall remain vested in Orange 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 Business Agreement.

10.3 All risks in any Equipment, SIM Card and Software pass to the Customer on delivery and any Equipment, SIM Card or Software returned to Orange shall be done so at the Customer's risk until received by Orange.

11. EQUIPMENT

11.1 The Customer must satisfy itself that all Equipment is suitable for its intended purpose and requirements. Orange will use reasonable endeavours to provide the Equipment where technically possible. Certain Services may require specific Equipment and the Customer acknowledges that it may have to purchase certain Equipment to benefit from the full functionality and range of Services.

11.2 Devices will only be unlocked where technically possible and at the Customer's request after completion of the relevant Minimum Connection Period and provided all Charges and the Device Unlocking Fee have been paid.

11.3 Equipment may be subject to additional terms (such as user manuals and in box documentation) which the Customer accepts by retaining and using such Equipment. If the Customer does not consent to such additional terms it must return such Equipment within 7 days of delivery.

11.4 The Customer must inform Orange immediately it becomes aware of the loss, theft or damage of any Equipment or SIM Card, and shall remain liable for all Charges incurred by the use of any lost or stolen Equipment or SIM Card until reported to Orange.

11.5 Orange may recall, update or have access to the Equipment or SIM Cards as reasonably required to enhance or maintain the quality of Services or to update Software, but will endeavour to minimise any disruption caused to the Customer.

11.6 Notwithstanding clause 8.1d, the Customer acknowledges that it has carried out its own investigations as to the suitability of any Customer Equipment used with the Equipment and that Orange has made no representations or warranties in relation to the suitability of the Equipment for use with the Customer Equipment (or vice versa). The Customer will ensure that any Customer Equipment is compatible with the Network, adheres to any technical parameters and guidelines issued by Orange from time to time, and is adequately protected against viruses.

11.7 Orange 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.

12. INSTALLED EQUIPMENT

12.1 Where Orange installs Equipment for the Customer, it will comply with any reasonable health and safety and security policies notified in advance to Orange. The Customer shall ensure that all necessary and appropriate authorities, licences and consents have been obtained and complied with in order to allow Orange to install Equipment and that any location agreed for such installation is safe.

12.2 Where Orange provides Installed Equipment, the Customer agrees:

- a. to grant Orange the right to install, store, operate, maintain and support any Installed Equipment on the Customer's premises to enable provision of the Services;
- b. to provide Orange with reasonable access to the Customer's premises during normal office hours and if necessary outside these hours for the installation, implementation and ongoing maintenance and support of the Services and/or Equipment; and
- 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 Orange, nor to use the Installed Equipment for any purpose other than for the Services.

12.3 Orange 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.

12.4 On completion of installation of the Installed Equipment, Orange 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 Orange and the Customer, the Customer shall provide a written sign-off confirming acceptance of the installation. Following such acceptance, Orange will not be responsible for providing further installation and implementation services to the Customer and if any such services are required, Orange may charge the Customer reasonable fees to be agreed with the Customer.

12.5 The Customer agrees that it shall maintain at its own expense, policies of insurance against public liability and other third party liability in connection with any injury (including death), loss or damage to any persons or property belonging to any third party arising out of or in connection with the Customer's use of the Services, including the storage of the Installed Equipment on the Customer's premises.

12.6 If Orange causes any damage to the Customer's premises during the installation of the Installed Equipment due to Orange's negligence, Orange 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.

13. UPGRADES

13.1 The Customer may replace a Device in use ('Old Device') by purchasing another Device ('Upgrade') at any time during this Business Agreement.

13.2 Where the Customer receives additional Credit as a result of the Upgrade, the Minimum Connection Period applicable to that Connection shall re-start from the date of dispatch of the Upgrade by Orange.

13.3 Upgrades will be subject to the relevant Service Plan and Service Plan Add-On Charges detailed in the Commercial Terms or (if silent) in the Orange Business Price Guide. Should the Upgrade necessitate a change to the Services, then a Change Form will be required to complete the Upgrade transaction.

14. WARRANTY

14.1 Orange shall procure that the Customer receives the benefit of a manufacturer's warranty for all new Equipment for a period of no less than 12 calendar months from delivery. In addition, Orange shall replace at no charge new Devices (excluding tablets and iPhones) which are defective due to faulty materials or workmanship for a period of up to six months from delivery (if a voice Device, dongle or battery) or up to 12 months from delivery (if a BlackBerry® or Huawei Device). Any replacements by Orange under this clause will be made with refurbished Orange products of similar specification at Orange's discretion and subject to the original Device being returned. All out of warranty replacements will be charged to the Customer at List Price.

14.2 SIM Cards which are defective due to faulty materials or workmanship will be replaced by Orange at no charge for the duration of this Business 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.

14.3 The Customer shall notify Orange within 7 days of receipt if any Equipment or SIM Card has arrived damaged and/or faulty or if an order has been incorrectly fulfilled.

14.4 Orange warrants that the Orange Software shall conform in all material respects to the manufacturer's specification for a period of 3 months from the date of delivery of the Orange Software. Orange's sole obligation and liability for breach of this warranty will be to promptly repair or replace (at Orange's expense) the defective Orange Software.

14.5 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.

14.6 Orange Care General Terms and Conditions will apply to this Business Agreement where specified in the Commercial Terms. Certain Service Plans also benefit from the Faulty Replacement Service where stated.

15. MOBILE SERVICES

15.1 Each Service and Connection under this Business Agreement shall remain Connected for its Minimum Connection Period and in consideration of the offer set out in the Commercial Terms the Customer agrees that any Existing Connections shall start a new Minimum Connection Period from commencement of this Business Agreement.

15.2 Orange reserves the right to Disconnect Inactive Connections or to re-allocate these where the Customer requests New Connections, to enable the proper management of Inactive Connections. Before exercising its rights under this clause, Orange shall liaise with the Customer to determine at Orange's sole discretion whether there is a justifiable reason for the Inactive Connection to remain Connected to the Network.

15.3 Connections may be provided with access to certain Service Plan Add-Ons enabled, the terms and conditions of which are set out in the Orange Business Price Guide.

15.4 Where a regulatory authority requires the re-allocation or change of phone numbers, Orange reserves the right (without liability) to change the phone numbers allocated to the Customer to access the Services, but shall use its reasonable endeavours to minimise the disruption caused.

15.5 It is the Customer's responsibility to configure at its own cost any virtual private network which it may use in conjunction with the Services. Orange does not warrant that any virtual private network not specifically approved for use by Orange will be compatible with the Services and shall bear no liability for any such lack of compatibility.

15.6 Additional terms and conditions applicable to BlackBerry® Services and Equipment are set out in the Orange Business Price Guide and the Customer agrees to fully comply with these to the extent applicable.

16. VARIATIONS BY ORANGE

16.1 Orange may by issue of a Notice of Variation to the Customer vary the provisions of this Business Agreement where such variation is required in Orange's reasonable opinion as a result of:

- a. any legislation, statutory instrument, government regulation, regulatory requirement or licence;
 - b. changes imposed by third party manufacturers or suppliers;
- or



- c. a change to Orange's operations (including a change to or withdrawal of any Service or Equipment) provided such change is also implemented in relation to the majority of Orange's business customers.
- 16.2 Where any variation by Orange to this Business Agreement is likely be of material detriment to the Customer, Orange 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 in accordance with clause 18.5 without penalty.
- 16.3 Subject to clause 16.2, Orange may from time to time vary the prices, terms and conditions set out within the Orange Business Price Guide. The Customer agrees that such variations shall take effect from the date the variation is published at www.orange.co.uk/business/priceguide and that such publication shall constitute adequate notification of the variation. It shall be the responsibility of the Customer to review the Orange Business Price Guide periodically and Orange recommends that this review is carried out by the Customer no less than every 30 days.
- 17. SUSPENSION**
- 17.1 Orange may, without liability to the Customer, Suspend any relevant part, or where necessary all, of the Services:
- a. during any technical failure, modification or maintenance of the Network;
 - b. upon instruction by emergency services or any government, regulatory or appropriate authority; or
 - c. where necessary to safeguard the integrity and security of the Network or to reduce fraud.
- 17.2 Orange shall use its reasonable endeavours to keep any Suspensions under clause 17.1 to a minimum, to provide prior notice where possible and to restore the Services as soon as reasonably practicable.
- 17.3 Where a User has caused the Customer to be in breach of any of its obligations under clause 8 (Use), Orange may Suspend the Services to that specific User, but where practicable shall use its reasonable endeavours to notify the Customer in advance of such Suspension to allow the opportunity for the alleged breach to be remedied.
- 17.4 Without prejudice to its other rights under this Business Agreement, Orange may additionally Suspend the relevant Service(s) where it has not received payment of outstanding Charges for those Services (including any accrued interest) not the subject of a bona fide dispute within 7 days of the due date for that payment, or where any agreed credit limit on the Charges has been exceeded by the Customer.
- 17.5 The Customer shall remain liable for all Charges during any period of Suspension, and where the Suspension has been implemented under clauses 17.3 or 17.4, the Customer shall also pay all reasonable costs and expenses incurred by Orange in the implementation of the Suspension and a Suspension Lifting Fee per SIM Card. Orange shall restore the Services as soon as the circumstances which gave rise to the Suspension are remedied.
- 17.6 Suspension of a business paid SIM Card shall result in Suspension of any associated Personal Line.

18. TERMINATION

- 18.1 Subject to the remainder of this clause 18, the Customer may terminate this Business Agreement in whole or in part and may Disconnect any Connection at any time by giving Orange 30 days' written notice.
- 18.2 Orange may terminate this Business Agreement in whole or in part by giving the Customer 30 days' written notice, provided such notice does not expire before the end of the Minimum Agreement Term.
- 18.3 Either party may terminate this Business Agreement in whole or in part at any time by notice in writing if the other party:
- a. is in material or persistent breach of any of the terms of this Business Agreement, by giving written notice specifying the breach and (if capable of remedy) requiring it to be remedied. If the breach is not remedied within 21 days of the date of the notice, this Business Agreement shall end on the expiry of the 21 day notice period. If the breach is not remediable, termination will take effect immediately; or
 - b. becomes subject to an Insolvency Event.
- 18.4 Termination Fees will be payable where:
- a. a Service is terminated during its Minimum Connection Period by the Customer under clause 18.1 or by Orange under clause 18.3, or
 - b. a Connection is Disconnected prior to completion of its Minimum Connection Period by the Customer under clause 18.1 or by Orange under clause 15.2.

The Customer acknowledges that the Termination Fees represent a genuine pre-estimate of the loss suffered by Orange due to early termination, having regard to the overall commercial deal between the parties and that the Termination Fees do not represent a penalty.

- 18.5 The Customer may terminate a Service or an order for Equipment without liability for Termination Fees by giving Orange 30 days' written notice where Orange has varied the terms of, or increased the Charges under, this Business Agreement pursuant to clause 16 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. For the purposes of this clause, the parties agree that an increase in Charges of an amount equal to or less than the percentage increase in the All Items Index of Retail Prices published by the Central Statistical Office in the Monthly Digest of Statistics in the 12 months preceding the increase in Charges shall not constitute a material detriment to the Customer.

19. CONSEQUENCES OF TERMINATION

- 19.1 Upon termination of this Business Agreement (in whole or in part) for any reason, the following shall apply (and where terminated in part, shall apply to that part) subject to clause 19.2:
- a. the Customer shall pay all Charges due and payable (including any applicable Termination Fees) and any unused Credits shall be offset by Orange against the Charges with any remainder forfeited;
 - b. Orange shall no longer supply and the Customer shall immediately cease to use the Services (except Software embedded in Equipment to which the Customer has title) and the Customer's SIM Cards will be Disconnected; and



- c. the parties must promptly on request return or destroy all confidential information and also return any property belonging to the other (and where requested provide written confirmation of this).
- 19.2 Notwithstanding the above, where all or part of this Business Agreement has been terminated:
- a. prior to the completion of the relevant Minimum Connection Period by the Customer pursuant to clause 18.3a (material or persistent breach), clause 18.3b (insolvency), or by either party under clause 26.4 (force majeure);or
 - b. at any time by the Customer pursuant to clause 18.5 (variations);
 - c. the Customer shall only be obliged to pay the Charges pro-rated up until the date of termination and any Credit provided by Orange shall be refunded by the Customer to Orange on a pro-rated basis after the date of termination.
- 19.3 Disconnection of a business paid SIM Card will result in automatic termination of any associated Personal Line.
- 19.4 Orange will provide reasonable assistance to the Customer in accordance with standard telecommunications industry practice in relation to any transfer of Services to another telecommunications operator.
- 19.5 Termination or expiry of this Business Agreement (or any part of it) will not affect either party's accrued rights or liabilities and provisions of this Business Agreement which are intended by their nature to survive termination shall continue in force (including clauses 19, 20, 21, 22, 23 and 26, together with any other provisions necessary for their enforcement or interpretation).
20. **LIABILITY**
- 20.1 The express terms of this Business Agreement are in lieu of all warranties, conditions and other terms implied by statute, common law, custom, trade, course of dealing or otherwise, all of which are excluded to the fullest extent permitted by law, including any implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care.
- 20.2 Subject to clause 20.3:
- a. the total liability of each party in respect of all claims arising in connection with this Business Agreement in contract, tort (including negligence), breach of statutory duty or otherwise, will be limited to the greater of £100,000 or 100% of the Charges paid or payable by the Customer in the first 12 months of this Business Agreement;
 - b. Orange's liability for a failed SIM Card is limited to the cost of a replacement SIM Card; and
 - c. 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 for any indirect or consequential loss or damage whatsoever arising in connection with this Business Agreement. This exclusion shall not apply in relation to any loss of revenues (including profit) payable to Orange under this Business Agreement.
- 20.3 Nothing in this Business Agreement limits or excludes:
- a. either party's liability for death or personal injury caused by the negligence of its employees, agents or sub-contractors, for fraud or fraudulent misrepresentation or for any other matter in respect of which liability cannot lawfully be limited or excluded;
 - b. the Customer's obligation to pay the Charges; or
 - c. any damage caused to the Network or to any equipment or property owned or controlled by Orange as a result of the Customer's breach of this Business Agreement.
- 20.4 Orange will not be liable for any breach of this Business Agreement to the extent that any delay or failure by Orange to perform its obligations results from (a) a failure by the Customer to perform its own obligations under this Business Agreement, (b) the acts or omissions of other providers of telecommunication services, except where such providers have been appointed directly by Orange as sub-contractors, or (c) acts, defaults, omissions or negligence of third party suppliers or manufacturers.
21. **INTELLECTUAL PROPERTY**
- 21.1 All Intellectual Property Rights used by or subsisting in the Services and Equipment shall remain the sole property of Orange or (as the case may be) the relevant third party rights owner.
- 21.2 Where Intellectual Property Rights are created during or as a result of the supply of the Services and Equipment to the Customer, these Intellectual Property Rights shall be owned by Orange or the third party rights owner as applicable.
- 21.3 The Customer must not:
- a. do anything or allow anything to be done which might jeopardise Orange's or its licensors' Intellectual Property Rights;
 - b. dispute or challenge the rights of Orange or the relevant third party rights owner; or
 - c. apply for, or obtain, registration of any trade or service mark in any country which consists of, or comprises of, or is confusingly similar to, the trade marks of the Orange Group or its licensors.
22. **SOFTWARE LICENCE**
- 22.1 The Services and Equipment provided under this Business Agreement may contain or use Orange Software or End User Licensed Software. Where Orange Software is provided, Orange grants the Customer a non-exclusive, revocable, non-transferable licence (without the right to sub-licence) to use any such Orange Software in object code form for the purpose of properly accessing the Services in accordance with this Business Agreement. Any End User Licensed Software provided or accessed shall be governed by the terms of the relevant licence which shall comprise the Customer's sole rights and remedies in respect of such End User Licensed Software.
- 22.2 If the Customer does not accept the licence terms relating to the End User Licensed Software, it shall not use the relevant feature of the Service to which the End User Licensed Software relates and Orange shall not be required to deliver the relevant Service. The Customer shall indemnify and keep indemnified Orange in full and on demand for any claim or for any losses incurred or suffered by Orange (including any legal costs) arising from any failure of the Customer to comply with the terms of the End User Licensed Software or Orange Software.



- 22.3 The licence granted under this Business Agreement to use Orange Software may be terminated if the Customer disputes the ownership of any Intellectual Property Rights under this Business Agreement, fails to comply with any term of this Business Agreement or if the continued use or possession of the Orange Software infringes the rights of any third party. The licence shall further be subject to the Customer:
- a. undertaking not to copy, reproduce, translate, adapt, vary, modify, sub-license, decompile, reverse engineer or create derivative works from or allow any third party access to any Orange Software (or any part of it) unless expressly permitted to do so by Orange or by relevant law; and
 - b. not using the Orange Software with anything other than the Equipment, unless otherwise expressly specified or approved by Orange.
- 22.4 Orange Software delivered to the Customer by electronic means cannot be reissued and the Customer shall ensure that correct email addresses are provided for these purposes and that any firewall or other protection will not prevent such delivery.
23. **CONFIDENTIALITY**
- 23.1 Each party undertakes that it shall not at any time during this Business Agreement, and for a period of three years after termination of this Business Agreement, disclose to any person the terms of this Business Agreement or any confidential information concerning the business, affairs, customers or suppliers of the other party or its Group, except as permitted by clause 23.2.
- 23.2 Disclosure of confidential information is permitted:
- a. by each party to such of its employees, officers, representatives, advisers, contractors and suppliers who need to know such information for the purposes of the implementation and/or performance of this Business Agreement, provided always that the disclosing party ensures such recipients comply with this clause 23;
 - b. as may be required by law, court order or any governmental or regulatory authority;
 - c. by Orange 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 Business Agreement, and to any member of the Orange Group, for fraud prevention, credit checks, debt recovery, crime and money laundering prevention and account management;
 - d. by Orange as may be permitted pursuant to Data Protection Legislation;
 - e. with the consent of the disclosing party; and/or
 - f. to the extent that information has come into the public domain through no fault of the receiving party.
24. **DATA PROTECTION**
- 24.1 The Customer shall ensure that Users' Personal Data is accurate and up to date when disclosed to Orange.
- 24.2 The Customer shall ensure that it has obtained all necessary consents under Data Protection Legislation to disclose its Users' Personal Data to Orange and for Orange to process Users' Personal Data for the purpose of this Business Agreement.
- 24.3 Each party shall comply with its obligations under Data Protection Legislation. The Customer acknowledges and agrees that Orange shall remain the Data Controller of Users' Personal Data except in the limited circumstances where Orange processes any Users' Personal Data for and on behalf of the Customer.
- 24.4 Orange will process Users' Personal Data:
- a. for the provision of the Services;
 - b. for the purpose of fulfilling its obligations under this Business Agreement;
 - c. as may be required by law, court order or any governmental or regulatory authority; and
 - d. in accordance with its Privacy Policy and the Customer agrees that it will bring Orange's Privacy Policy to the attention of its Users.
- 24.5 Orange 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.
- 24.6 The Customer agrees to Orange and/or its service partners keeping it and its Users informed about the range of products, services and offers available across the Orange Group. Orange may share the Customer's and Users' information with other Orange Group companies. Orange, an Orange Group company or a service partner acting on behalf of Orange may contact the Customer and its Users by telephone, mail or electronically (e.g. text message or email), to let the Customer and/or Users know about products, services or offers that may be of particular interest.
- 24.7 Orange shall not transfer any Personal Data disclosed by the Customer to any country outside of the European Economic Area unless Orange ensures that such data is subject to an adequate level of protection in accordance with the Data Protection Act 1998.
- 24.8 Any disclosure of Users' Call Data Records by Orange to the Customer will be subject to the Customer completing and submitting to Orange a Request for Call Data Records Form, Orange's policies for disclosures of Call Data Records as amended from time to time and any applicable legal and regulatory restrictions.
25. **CREDIT SECURITY**
- 25.1 Orange may carry out credit assessments of the Customer with licensed credit reference agencies when an application is made to Orange for the provision of any Services and/or Equipment and as reasonably required during the term of this Business Agreement (including when additional Services or Equipment are requested). Such agencies will record Orange's search.
- 25.2 Orange can at its sole discretion decide whether the Customer's credit status is acceptable and reserves the right to refuse to supply and/or limit the supply of a particular Service and/or Equipment, or to impose a credit limit on the Customer's account in the event the Customer's credit status changes.
- 25.3 At the Customer's request, Orange will provide details of the credit reference and fraud prevention agencies that Orange shares information with.
- 25.4 Orange will not carry out personal credit assessments of any individuals associated with the Customer without the prior consent of such individuals.



26. **GENERAL TERMS**

Notices

26.1 All legal notices given to a party under or in connection with this Business Agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or other next working day delivery service to the address given in this Business Agreement, or sent by email to b2bnotices@everythingeverywhere.com (where sent by the Customer) or to the email address of the Customer set out in this Business Agreement (where sent by Orange).

26.2 All notices will be deemed served 48 hours after they are sent, or on earlier proof of delivery. Notices sent by email will be deemed served at the time of transmission.

Waiver

26.3 The failure or delay by either party to exercise a right or remedy under this Business Agreement does not constitute a waiver of the right or remedy or of any other rights or remedies. No single or partial exercise or waiver of any right or remedy under this Business Agreement shall prevent any further exercise of the right or remedy.

Force majeure

26.4 Except for the payment obligations of the Customer, neither party shall be in breach of this Business Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Business Agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control. In such circumstances, the affected party shall be entitled to a reasonable extension of the time for performing such obligations, provided that if the period of delay or non-performance continues for 60 days, either party may terminate this Business Agreement on 14 days' written notice to the other.

No legal partnership

26.5 Nothing in this Business Agreement creates, is intended to create, or shall be deemed to have created a legal partnership or joint venture of any kind between the parties, nor constitute any party the agent or distributor of the other for any purpose and no party shall have authority to act as agent for, nor to bind, the other party in any way.

Invalidity

26.6 If any provision of this Business Agreement becomes void, illegal or unenforceable, the remainder of this Business Agreement shall remain in full force and effect and neither party shall be discharged from its remaining obligations. If any such invalid, unenforceable or illegal provision would be valid, enforceable and legal if some part of it were deleted or modified, the parties shall negotiate in good faith to agree a replacement provision with the minimum modification necessary to achieve the same (or nearly as possible) commercial effect.

Ineffectiveness

26.7 In the event that any court, pursuant to the Public Contracts Regulations 2006 or Council Directive 2007/66/EC, makes a declaration of ineffectiveness or orders that the Minimum Connection Period of any Service under this Business Agreement be shortened, then that Service will be terminated and the Customer shall pay the Termination Fees.

26.8 A Customer that is a central government department, local authority or other public sector entity warrants and represents

that it has entered into this Business Agreement in compliance with the Public Contracts Regulations 2006.

No third party rights

26.9 A person who is not a party to this Business Agreement shall not have any rights under or in connection with it. No member of the Customer's Group shall have any right to directly enforce any provision of this Business Agreement.

Transfer of this Business Agreement

26.10 Subject to clauses 26.11 and 26.12, neither party shall assign, transfer, mortgage, charge, sub-contract or deal in any other manner with any of its rights and obligations under this Business Agreement without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed).

26.11 Orange may novate this Business Agreement or assign any of its rights hereunder to (i) any entity or person within its Group, or (ii) any entity or person to whom Orange transfers the whole or part of its business. The Customer agrees that it will within 14 days of a request from Orange enter into a deed of novation in terms reasonably requested by Orange to give effect to a novation under this clause.

26.12 Orange may sub-contract any of its obligations under this Business Agreement provided it remains liable to the Customer to the extent set out in this Business Agreement for such performance.

Whole agreement

26.13 This Business Agreement constitutes the entire agreement between the parties with regard to the subject matter of this Business Agreement and supersedes any previous negotiations, representations, warranties, proposals and agreements (whether written or oral). Existing Connections which are re-signed under this Business Agreement shall be governed by this Business Agreement and no other.

26.14 The parties acknowledge that they have not been induced to enter into this Business Agreement in reliance upon any representation or other statement or promise of any nature whatsoever other than as expressly set out in this Business Agreement and, save as expressly set out in this Business Agreement, neither party shall have any liability in respect of any other representation, warranty or promise made prior to the date of this Business Agreement unless it was made fraudulently.

Dispute resolution

26.15 The parties shall use their reasonable endeavours to resolve disputes arising from or in connection with this Business Agreement ("Disputes"). If either party wishes to raise a Dispute, it shall notify the other party in writing of the existence and reasons for such Dispute. Representatives of the parties shall then meet and use reasonable endeavours to try to resolve the Dispute as soon as reasonably practicable. Where a Dispute arises and cannot be resolved by consultation at senior management level within 30 days of notification, the parties may agree to follow an alternative dispute resolution procedure in good faith, sharing the costs and fees equally unless otherwise determined within that procedure.

26.16 A Customer with no more than 10 employees may be able to take a dispute to adjudication under the Communications and Internet Services Adjudications Scheme details of which are set out within Orange's Code of Practice for Complaints at :- www.orange.co.uk/contact.

26.17 Nothing in this Business Agreement prevents either party from seeking a legal remedy through the courts at any time.



- 26.18 Where a party ('Damaged Party') is subject to a third party claim which gives a right of action against the other party ('Liable Party'), the Damaged Party shall promptly notify the Liable Party of the details of the claim and allow (at the Liable Party's expense) the Liable Party to defend or direct the defence of such third party claim and shall provide all reasonable co-operation to avoid or minimise such claim. The Damaged Party must not make any admission of liability, agreement or compromise in relation to the claim unless directed to do so in writing by the Liable Party.

Law and Jurisdiction

- 26.19 This Business Agreement and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.