

# Solution Update Terms Guide (Business Agreement V1.0, 3 October 2011)



## 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 a Business Agreement V1.0 and has taken a Solution from EE on or from 30 October 2012. The Update Terms ensure the Solution Terms are compatible with the Business Agreement V1.0 including the General Terms and Conditions for Business Customers v1.0 03102011. Customers who have contracted with EE on an Orange Business Services Master Agreement (“**OBSMA**”), Orange Business Services Customer Agreement (“**OBSCA**”) or Orange Business Agreement (“**OBA**”), should refer to the Solution Update Guide (OBSMA, OBSCA, OBA) 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 the Business Agreement V1.0.
Additional Network Equipment	Clauses 1, 2, 3 and 4
BlackBerry® for business (BlackBerry® Internet Service, BlackBerry® Enterprise Server, BlackBerry® Enterprise Server Express) and/or Blackberry® Enterprise Service 12	Clauses 1, 2, 3 and 5
Broadband and Fibre Broadband	Clauses 1, 2 and 3
Business Class Service (replacing standard service)	Clauses 1, 2, 3 and 6
Call Safe ( <i>formerly known as Call Safe from Orange</i> )	Clauses 1, 2 and 3
Care In Motion, powered by NDL ( <i>formerly known as Care In Motion from Orange, powered by NDL</i> )	Clauses 1, 2 and 3
Connected Vehicle	Clauses 1, 2, 3 and 13
Corporate Landline and Corporate Broadband	Clauses 1, 2, and 3
Customised Apps	Clauses 1, 2, 3 and 12
Data Sharer Tariffs	Clauses 1, 2 and 3
Data VPN ( <i>formerly known as Data VPN from Orange</i> )	Clauses 1, 2 and 3
EE Freedom	Clauses 1, 2, 3 and 11
Enterprise Messaging	Clauses 1, 2, 3 and 14
Enterprise Mobility Manager (Advanced)	Clauses 1, 2, 3 and 15
Field Link	Clauses 1, 2, 3 and 17
Landline ( <i>formerly known as Orange Landline and OLL</i> )	Clauses 1, 2 and 3
Landline to Mobile Calling Package (Mobile Voice VPN, Indirect Access only)	Clauses 1, 2 and 3

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<i>(formerly known as Orange Wirefree Extension, Indirect Access only)</i>	
Lone Worker from EE (Guardian24) <i>(formerly known as Lone Worker from Orange powered by Guardian24)</i>	Clauses 1, 2 and 3
Lone Worker from EE (Peoplesafe) <i>(formerly known as Lone Worker from Orange powered by Peoplesafe)</i>	Clauses 1, 2 and 3
Managed BlackBerry® Server Support from EE (Employees Transferring) <i>(formerly known as Managed BlackBerry® Server Support from Orange)</i>	Clauses 1, 2, 3 and 7
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 7
Mobile Device Management <i>(formerly known as Mobile Device Management from Orange)</i> and Trial Mobile Device Management	Clauses 1, 2, 3 and 16
Mobile Voice VPN (Direct or Indirect Access) <i>(formerly known as Orange Wirefree Extension) (Direct or Indirect Access)</i>	Clauses 1, 2 and 3
Office Signal Box	Clauses 1, 2, 3 and 8
On Site Support (Employees Transferring)	Clauses 1, 2, 3 and 18
On Site Support (No Employees Transferring)	Clauses 1, 2, 3 and 18
Public WiFi from EE	Clauses 1, 2 and 3
Rapid Site	Clauses 1, 2, 3 and 19
Smartnumbers <i>(formerly known as Orange smarnumbers)</i>	Clauses 1, 2, 3 and 9
Secure Mobility <i>(formerly known as Secure Mobility from Orange)</i>	Clauses 1, 2 and 3
Service Add Ons	Clauses 1, 2, 3 and 20
Service Management	Clauses 1, 2, 3 and 21
Signal Booster	Clauses 1, 2 and 3
Standard Support	Clauses 1, 2 and 3
Tailored End to End	Clauses 1, 2, 3 and 22
Tailored Service	Clauses 1, 2 and 3

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Tailored Set Up	Clauses 1, 2, 3 and 22
Total Resource (Employees Transferring) <i>(formerly known as Total Resource from Orange)</i>	Clauses 1, 2, 3 and 10
Total Resource (No Employees Transferring) <i>(formerly known as Total Resource from Orange)</i>	Clauses 1, 2, 3 and 10
WiFi	Clause 3.3
2G Signal Box	Clauses 1, 2 and 3

- 1.2 References to insurance propositions sold by or provided on behalf of EE include Orange Care.
- 1.3 References to clause 22.2 of the General Terms and Conditions shall mean clause 20.2 of the General Terms and Conditions for Business Customers v1.0 03102011.
- 1.4 In case of any inconsistency between these Solution Update Terms and the applicable Solution Terms, the Solution Terms will prevail.
- 1.5 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:

Additional Charge	means Additional Fee.
Agreement	means the Business Agreement.
Confidential Information	means 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, know-how, designs, trade secrets or software of the disclosing party or any member of its Group.
Contract Change Note	means the Change Form.
Customer Order Form	means the Order Form.
Customer Representative	means a representative of the Customer with the authority to bind the Customer in relation to the Agreement, as detailed in the Commercial Terms or the Statement of Requirements, or as otherwise notified to EE.
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.
Device	means any mobile or wireless device, handset, USB drive, data card, memory card or other equipment incorporating a SIM Card, or tablet (which may or may not incorporate a SIM Card), provided by EE for use in connection with the Services.
Statement of Requirements	means the Customer Requirements Form.
EE	means Orange.
EE Software	means Orange Software.
Equipment	means the Devices and Installed Equipment (both of which may contain Software) set out in Part 2 of the Commercial Terms or in the applicable Contract Change Note and any other equipment, including SIM Cards, that may be supplied by EE to enable the Customer to access the Services as agreed between the parties from time to time.

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Installed Equipment	means 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.
Minimum Connection Period	means 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 Commercial Terms 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.
Price Guide	means the Orange Business Price Guide.
Solution	means a business solution (which may include services and Equipment) to which additional requirements, technical details, commercial and support arrangements, terms and conditions may apply as set out in the Solution Terms.
Solution Description	means the General Specification.
Solution Terms	means the Solution Terms applicable to the Solution (as defined in the Agreement), 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 the Customer Requirements Form.
Sub-contractor	means any person appointed by EE to perform EE's obligations under this Agreement to the Customer on EE's behalf.
Termination Charges	means the Termination Fees set out in the Commercial Terms or the Solution Terms payable by the Customer in the circumstances set out within clause 18.4 of the Agreement and 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 (b), 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 this Agreement or 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> <li>ii. terminate the Solution, 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.</li> </ul>
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3.2	Minimum Connection Period	<ul style="list-style-type: none"> <li>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 Service Commencement Date.</li> <li>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: <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> </li> <li>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.</li> </ul>
3.3	Termination of the Solution	<ul style="list-style-type: none"> <li>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.</li> <li>b. Subject to clause 3.3(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.</li> <li>c. Upon expiry or termination of a Solution: (i) the Customer shall pay any Termination Charges which are due in accordance with clause 18.4 of the Agreement and/or clause 3.2(c) of these Update Terms; and (ii) any unused Technology Fund is forfeited.</li> </ul>
3.4	Customer Obligations	<ul style="list-style-type: none"> <li>a. Where there is an obligation in the Agreement to keep any Customer account password, personal identification code, number or name issued by EE confidential, such obligation shall be construed as an obligation not to disclose such passwords, codes, numbers or names to any third party.</li> <li>b. Where there is an obligation in the Agreement to provide EE with information and/or assistance such obligation shall be construed as to provide such information and/or assistance in a timely manner.</li> <li>c. The Customer shall, and shall procure that its Users of the Solution shall: <ul style="list-style-type: none"> <li>i. comply with any manuals, guidance and any reasonable instructions issued by EE or 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); and</li> <li>ii. do not use, nor knowingly allow the Equipment or Services to be used in any way which causes annoyance, inconvenience or needless anxiety as set out in the Communications Act 2003, nor use the Network or the Services to send spam or unsolicited communications without the receiver's consent.</li> </ul> </li> </ul>
3.5	Equipment	<ul style="list-style-type: none"> <li>a. Data on any lost or stolen Equipment is at the Customer's risk and the sending of any command for remote wiping of data (such as a device management solution) is the responsibility of the Customer. The Customer must send any remote wipe command prior to reporting the Device lost or stolen and EE will use reasonable endeavours to carry such command across the Network. The Customer acknowledges that once the loss or theft of the Equipment is notified to EE, EE will terminate the ability of the Device to communicate with the Network.</li> <li>b. 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).</li> </ul>

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3.6	Installed Equipment	<p>Where EE provides Installed Equipment under the Solution:</p> <ol style="list-style-type: none"> <li>a. all risks in any Equipment, SIM Card and Software pass to the Customer on delivery, or in the case of Installed Equipment, on installation. Any Equipment, SIM Card or Software returned to EE shall be done so at the Customer's risk until received by EE;</li> <li>b. 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 it provides a suitable and safe working environment for EE;</li> <li>c. the Customer agrees to provide EE with reasonable access to the Customer's premises and systems during office hours and if necessary outside these hours for the de-commissioning and removal of the Services and/or Equipment;</li> <li>d. upon expiry or termination of the 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 of the Agreement, 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; and</li> <li>e. 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>
3.7	Warranty	<p>EE shall not be liable for faults in or malfunction of any Equipment or EE Software where:</p> <ol style="list-style-type: none"> <li>a. the Customer or Users have failed to comply with all relevant licences, specifications, manuals, guidelines or conditions specified in the warranties in the Agreement; 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> </ol>
3.8	Confidentiality	<p>Disclosure of Confidential Information is permitted by the Customer to members of its Group to the extent required in connection with clause 9 of the Agreement.</p>
3.9	Sub-contractors	<p>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.</p>
3.10	Liability	<p>EE will not be liable for any breach of the Agreement to the extent that any delay or failure by EE to perform its obligations results from an act, omission or delay of the Customer, its agent, sub-contractors, consultants or employees resulting in negligence or breach of law, which is contrary to the terms of the Agreement.</p>
3.11	Data Protection	<ol style="list-style-type: none"> <li>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.</li> <li>b. Where EE collects and/or processes Users' Personal Data for the provision of the Services: <ol style="list-style-type: none"> <li>i. EE may share such Personal Data with its suppliers, Sub-contractors and service providers; and</li> <li>ii. 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.</li> </ol> </li> </ol>
3.12	SIM Cards	<p>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).</p>
3.13	Solution Description	<p>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 6 of the Agreement.</p>



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## 4. Update Terms for Additional Network Equipment

4.1	Application	This clause 4 shall only apply to a Customer who has taken an Additional Network Equipment Solution from EE
4.2	Definitions	Set out in clause 2 of this Update Terms Guide. No additional definitions apply.
4.3	Update Terms	Amendment to clause 8.1 of the Solution Terms  The reference to clauses 25 and 26 of the General Terms in clause 8.1 of the Solution Terms shall be replaced with a reference to clauses 25 and 26 of the Business Agreement v1.0.

## 5. Update Terms for BlackBerry® for business (BlackBerry® Internet Service, BlackBerry® Enterprise Server, BlackBerry® Enterprise Server Express and/or BlackBerry® Enterprise Service 12)

5.1	Application	This clause 5 shall only apply to a Customer who has taken a BlackBerry® for business (BlackBerry® Internet Service, BlackBerry® Enterprise Server, BlackBerry® Enterprise Server Express and/or BlackBerry® Enterprise Service 12) Solution from EE.
5.2	Definitions	Set out in clause 2 of this Update Terms Guide. No additional definitions apply.
5.3	Update Terms	<p>a. Liability</p> <p>Subject to clause 20.3 of the Agreement, 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. This exclusion shall not apply in relation to any loss of revenue (including profit) payable to EE under the Agreement.</p> <p>b. Legal Compliance</p> <p>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.</p> <p>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.</p>

## 6. Update terms for Business Class Service

6.1	Application	This clause 6 shall only apply to a Customer who has taken Business Class Service from EE.
6.2	Definitions	Set out in clause 2 of this Update Terms Guide. No additional definitions apply.
6.3	Update Terms	<p>a. Eligibility</p> <p>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.</p> <p>b. Provisioning</p> <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</p>

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EE\* and on an ongoing basis as and when the Customer adds, replaces or Upgrades new Connections, Devices or SIM Cards to its account.

\*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.

c. Data back-up

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.

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 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. Warranty

The warranty at clause 14.1 of the Agreement shall be replaced with the following warranty for the purpose of this solution.

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.

## 7. Update terms for Managed BlackBerry® Server Support from EE (No Employees Transferring) and Managed BlackBerry® Server Support from EE (Employees Transferring) (formerly known as Managed BlackBerry® Server Support from Orange (Employees Transferring) and (Employees Not Transferring) respectively)

7.1	Application	This clause 7 shall only apply to a Customer who has taken a Managed BlackBerry® Server Support from EE (No Employees Transferring) Solution or a Managed BlackBerry® Server Support from EE (Employees Transferring) Solution.
7.2	Definitions	Set out in clause 2 of this Update Terms Guide. No additional definitions apply.
7.3	Update Terms	<p>Liability</p> <p>Subject to clause 20.3 of the Agreement, neither party will be liable to the other in contract 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. This exclusion shall not apply in relation to any loss of revenue (including profit) payable to EE under the Agreement.</p>

## 8. Update Terms for Office Signal Box

8.1	Application	This clause 8 shall only apply to a Customer who has taken an Office Signal Box Solution from EE.
8.2	Definitions	Set out in clause 2 of this Update Terms Guide. No additional definitions apply.



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8.3	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 a reference to clause 12 of the General Terms and Conditions for Business Customers V1.0 03102011 (Installed Equipment).</p> <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 a reference to clause 10.1 of the General Terms and Conditions for Business Customers V1.0 03102011 (Risk and Title).</p>
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## 9. Update terms for Smartnumbers (formerly known as Orange smartnumbers)

9.1	Application	This clause 9 shall only apply to a Customer who has taken a Smartnumbers Solution.
9.2	Definitions	Set out in clause 2 of this Update Terms Guide. No additional definitions apply.
9.3	Update Terms	<p>Public Contracts</p> <p>A Customer that is a contracting authority (as defined in the Public Contracts Regulations 2015) warrants and represents that it has entered into this Agreement in compliance with the Public Contracts Regulations 2015, Directive 2004/18/EC and the general EU Treaty provisions.</p>

## 10. Update terms for Total Resource (No Employees Transferring) and Total Resource (Employees Transferring) (formerly known as Total Resource from Orange (No Employees Transferring) and (Employees Transferring) respectively)

10.1	Application	This clause 10 shall only apply to a Customer who has taken a Total Resource (No Employees Transferring) Solution or a Total Resource (Employees Transferring) Solution.
10.2	Definitions	Set out in clause 2 of this Update Terms Guide. No additional definitions apply.
10.3	Update Terms	<p>Customer Obligations</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 a Service to continue to be provided.</p>

## 11. Update Terms for EE Freedom

11.1	Application	This clause 11 shall only apply to a Customer who has taken an EE Freedom Solution from EE.
11.2	Definitions	<p>In addition to clause 2 of this Update Terms Guide the following definition applies:</p> <p><b>"Connection"</b> means 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.</p>

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11.3	Update Terms	<p>a. Amendment to clause 3.1 of the Solution Terms (Installed Equipment):</p> <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 a reference to clause 10.2 of the General Terms and Conditions for Business Customers v1.0 03102011 (Installed Equipment).</p> <p>b. Amendment to clause 3.4 of the Solution Terms (EE Freedom Software):</p> <p>The reference to clause 24 of the General Terms and Conditions for Business Customers shall be replaced with a reference to clause 22 of the General Terms and Conditions for Business Customers v1.0 03102011 (Software Licence).</p> <p>c. Amendment to clause 8.2(e) of the Solution Terms:</p> <p>The reference to clause 11 of the of the General Terms and Conditions for Business Customers shall be replaced with a reference to clause 9 of the General Terms and Conditions for Business Customers v1.0 03102011 (Customer Group).</p> <p>d. Customer obligations</p> <p>The Customer shall (and shall procure that the EE Freedom Users shall):</p> <ol style="list-style-type: none"> <li>i. not operate without obtaining prior written consent from EE, whether directly or through a third party, any device to route or re-route EE 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 used by the Customer in accordance with the Solution Terms; and</li> <li>ii. 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.</li> </ol> <p>e. Liability</p> <p>EE shall 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. 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; or</li> <li>iii. any loss or corruption of software used by the Customer which is not provided by EE.</li> </ol>
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## 12. Update Terms for Customised Apps

12.1	Application	This clause 12 shall only apply to a customer who has taken the Customised Apps Solution from EE.
12.2	Definitions	Set out in clause 2 of this Update Terms Guide. No additional definitions apply.

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12.3	Update Terms	a.	References to General Terms and Conditions for Business Customers (" <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>Clause of General Terms referred to in the Solution Terms (which relates to V6.0 of the General Terms)</th> <th>Replacement provision applicable to Customers who have contracted on General Terms and Conditions for Business Customers v1.0 03102011 ("<b>General Terms v1.0</b>")</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 6 General Terms v1.0</td> </tr> <tr> <td>Clause 11</td> <td>Clause 9 General Terms v1.0</td> </tr> <tr> <td>Clause 16.4</td> <td>Clause 14.4 General Terms v1.0</td> </tr> <tr> <td>Clause 18</td> <td>Clause 16 General Terms v1.0</td> </tr> <tr> <td>Clause 22.2</td> <td>Clause 20.2 General Terms v1.0</td> </tr> <tr> <td>Clause 22.3</td> <td>Clause 20.3 General Terms v1.0</td> </tr> <tr> <td>Clause 26.5</td> <td>Clause 24.5 General Terms v1.0</td> </tr> </tbody> </table>	Clause of General Terms referred to in the Solution Terms (which relates to V6.0 of the General Terms)	Replacement provision applicable to Customers who have contracted on General Terms and Conditions for Business Customers v1.0 03102011 (" <b>General Terms v1.0</b> ")	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 6 General Terms v1.0	Clause 11	Clause 9 General Terms v1.0	Clause 16.4	Clause 14.4 General Terms v1.0	Clause 18	Clause 16 General Terms v1.0	Clause 22.2	Clause 20.2 General Terms v1.0	Clause 22.3	Clause 20.3 General Terms v1.0
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Clause 22.3	Clause 20.3 General Terms v1.0																						
Clause 26.5	Clause 24.5 General Terms v1.0																						
		b.	Legal Compliance																				
		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.																				
		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.																				
		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 the Solution and the Customised App to continue to be provided.																				
		d.	Liability Subject to clause 20.3 of the Agreement, EE shall not be liable 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.																				

## 13. Update Terms for Connected Vehicle

13.1	Application	This clause 13 shall only apply to a Customer who has taken a Connected Vehicle Solution from EE.
13.2	Definitions	Set out in clause 2 of this Update Terms Guide. No additional definitions apply.
13.3	Update Terms	Amendment to clause 8.1 of the Solution Terms The reference to clauses 25 and 26 of the General Conditions shall be replaced with a reference to clauses 25 and 26 of the Business Agreement v1.0.

## 14. Update Terms for Enterprise Messaging

14.1	Application	This clause 14 shall only apply to a Customer who has taken a Corporate Landline and Corporate Broadband Solution from EE
14.2	Definitions	Set out in clause 2 of this Update Terms Guide. No additional definitions apply.
14.3	Update Terms	Amendment to clause 6.3 of the Solution Terms The reference to clause 20.3(a) of the Agreement in the first sentence of clause 6.3 of the Solution Terms

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shall be replaced by a reference to clause 18.3(a) of the Business Agreement v1.0.

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

15.1	Application	This clause 15 shall only apply to a Customer who has taken an Enterprise Mobility Manager (Advanced) Solution from EE
15.2	Definitions	Set out in clause 2 of this Update Terms Guide. No additional definitions apply.
15.3	Update Terms	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 Solution to continue to be provided.

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

16.1	Application	This clause 16 shall only apply to a Customer who has taken a Mobile Device Management (or Trial of Mobile Device Management) Solution from EE.
16.2	Definitions	Set out in clause 2 of this Update Terms Guide. No additional definitions apply.
16.3	Update Terms	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.
16.4	Trial Mobile Device Management	This clause 16.4 shall only apply to Trial Mobile Device Management.  Orange Care and clauses 14.1 and 14.4 of the General Terms and Conditions for Business Customers v1.0 03102011 shall not apply to Trial Mobile Device Management.

## 17. Update Terms for Field Link

17.1	Application	This clause 17 shall only apply to a Customer who has taken a Field Link Solution from EE
17.2	Definitions	Set out in clause 2 of this Update Terms Guide. No additional definitions apply.
17.3	Update Terms	<p>a. Amendment to clause 3.7(c) of the Solution Terms 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 clause 12 of the Business Agreement v1.0.</p> <p>b. Amendment to clause 3.10 of the Solution Terms 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 16.2 of the Business Agreement v1.0.</p> <p>c. Amendment to clause 5.6 of the Solution Terms The last sentence of clause 5.6 of the Solution Terms shall be deleted and replaced with: "Subject to clause 20.3 of the Business Agreement v1.0, clause 20.2 of the Business Agreement v1.0 shall not apply."</p> <p>d. Amendment to clause 6.4 of the Solution Terms 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</p>

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- e. 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.

## 18. Update Terms for:

### A. On-site Support (Employees Transferring); and

### B. On-site Support (Employees Not Transferring)

18.2	Application	This clause 18 shall only apply to a Customer who has taken an On-site Support (Employees Transferring); or On-site Support (Employees Not Transferring) from EE
18.3	Definitions	Set out in clause 2 of this Update Terms Guide. No additional definitions apply.
18.4	Update Terms	<p>a. The Customer shall:</p> <ul style="list-style-type: none"> <li>i. 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>ii. 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> <p>b. Data back-up</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 a Service to continue to be provided.</p> <p>c. Liability</p> <p>Subject to clause 20.3(a), EE will not be liable to the Customer in contract, tort (including negligence) or otherwise for any loss or corruption of any software.</p>

## 19. Update Terms for Rapid Site

19.1	Application	This clause 19 shall only apply to a Customer who has taken a Rapid Site Solution from EE
19.2	Definitions	Set out in clause 2 of this Update Terms Guide. No additional definitions apply.
19.3	Update Terms	<p>a. Customer obligations</p> <p>The Customer will 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>b. Liability</p> <p>Subject to clause 20.3(a) of the Agreement, EE shall not be liable to the Customer in contract, tort (including negligence) or otherwise for any loss or corruption of any software.</p>

## 20. Update Terms for Service Add-Ons

20.1	Application	This clause 20 shall only apply to a Customer who has taken a Service Add-Ons Solution from EE.
20.2	Definitions	Set out in clause 2 of this Update Terms Guide. No additional definitions apply.
20.3	Update Terms	<p>a. Eligibility</p> <p>The eligibility criteria for the Service Add-Ons Solution set out at Part 11 of the EE Price Guide for</p>

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		<p>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.</p>
	b. Data Back-up	<p>Before providing any information or data required by EE to perform the Service Add-Ons Solution the Customer shall make any necessary back up of such information or data.</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 a Service to continue to be provided.</p>
	c. Support	<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>
	d. Intellectual Property Rights	<p>Article I. Clause 21.2 of the Agreement shall not operate to 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.</p>
	e. Liability	<p>Subject to clause 20.3(a) of the Agreement, EE will not be liable to the Customer in contract, tort (including negligence) or otherwise for any loss or corruption of any software.</p>

## 21. Update Terms for Service Management

21.1	Application	This clause 21 shall only apply to a Customer who has taken a Service Management Solution from EE
21.2	Definitions	Set out in clause 2 of this Update Terms Guide. No additional definitions apply.
21.3	Update Terms	<p>a. Data back-up</p> <p>The Customer shall be responsible for implementing its own data archiving and data back-up processes and 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 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> <p>b. Liability</p> <p>Subject to clause 20.3(a), EE will not be liable to the Customer in contract, tort (including negligence) or otherwise for any loss or corruption of any software.</p>

## 22. Update Terms for:

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

22.2	Application	This clause 22 shall only apply to a Customer who has taken a Tailored End to End or Tailored Set Up Solution from EE
22.3	Definitions	Set out in clause 2 of this Update Terms Guide. No additional definitions apply.
22.4	Update Terms	<p>a. Eligibility</p> <p>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.</p>



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b. Data Back-up

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.

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.

c. 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.

d. Intellectual property Rights

Article II. Clause 21.2 of the Agreement shall not operate to 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.

e. Liability

Subject to clause 20.3(a), EE will not be liable to the Customer in contract, tort (including negligence) or otherwise for any loss or corruption of any software.