



BT Mobile anywhere (Indirect)

Schedule to either the PSA for Resellers or General Terms for Resellers

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Words defined in the General Terms for Resellers or Products and Services Agreement for Resellers

Words that are capitalised but have not been defined in this Schedule have the meanings given to them in either the BT General Terms for Resellers or the Product and Services Agreement for Resellers, whichever is referred to in the Order ("**Governing Agreement**").

Agreement and Contract mean the same thing depending on whether this Schedule uses the BT General Terms for Resellers or the Product and Services Agreement for Resellers.

Part A – The BT Mobile anywhere Service

1 Service Summary

- 1.1 BT will provide the Reseller with Devices that include a SIM Card pre-loaded by the Supplier, Independent SIM Cards or eSIM Profiles for the Reseller to resell to its Customers ("**Customers**") that allow international Internet access, comprising:
 - (a) the Standard Service Components; and
 - (b) any of the Service Options as set out in any applicable Order,up to the point of the Service Management Boundary as set out in Paragraph 5 (the "**Service**").
- 1.2 The Service relies on inputs provided to BT by Supplier which include but are not limited to the Devices, SIM Cards, eSIM Profiles, Mobile Data and Portal and that BT is acting as re-seller of Supplier inputs.

2 Key Statements and Reseller Obligations

- 2.1 The obligations set out in this section are fundamental to the provision of the Service and are in addition to any others set out in the Agreement.
- 2.2 The terms of the Agreement have been negotiated and freely accepted in consideration of the reciprocal obligations entered into by each of the Parties.
- 2.3 The Reseller will only sell to Customers who are corporate entities duly established and registered in each country where the Reseller intends to provide electronic communications services and employee users who will directly use the Service ("**Users**") or to any authorised BT reseller.
- 2.4 Except as set out in Paragraph 2.3 the Reseller will not resell the Service to third parties in any other form or manner. Such resell would be considered a material breach of this Agreement.
- 2.5 The Reseller shall comply and ensure its Customers comply with all relevant laws and regulations as applicable to the Service from time to time and shall remain liable for all losses incurred by BT as a consequence of any breach of such relevant laws and regulations.

3 Standard Service Components

BT will provide the Reseller, for the Reseller's own use and for the Reseller to resell to the Reseller's Customers, with all the following standard service components ("**Standard Service Components**") in accordance with the details as set out in any applicable Order:

3.1 Mobile Data

The ability to send and receive Mobile Data, using a wireless internet connection accessed via:

- 3.1.1 SIM Cards;
- 3.1.2 eSIM Profiles; or
- 3.1.3 Customer Equipment connected to the Device via Wi-fi.

3.2 Training

A single two hour web-based training session will be provided by the Supplier for up to 12 attendees (which could be either the Reseller or Customer personnel). Where additional training is required it will be agreed in writing between the Supplier and Reseller and BT will invoice the Reseller for such additional training.

3.3 Portal

- 3.3.1 An access to a Supplier web-based portal (access to the Portal will be managed by the Reseller, acting on behalf of the Reseller's Customers) providing:
 - (a) Traffic Classification – the ability to enable and disable different categories of Mobile Data and apply usage policies to a Device, Independent SIM Card or eSIM Profile;
 - (b) Inventory Management – control of the allocation of Devices; Independent SIM Cards or eSIM Profiles to Customers and internal billing allocation;
 - (c) Real Time Monitoring – the ability to monitor Mobile Data usage on Devices, Independent SIM Cards, and eSIM Profiles in real time;



- (d) Track Usage of Non-BT SIM Cards – the ability to identify roaming usage and usage in A-End Countries on Non-BT SIM Cards inserted into the Device (only applies to Supplier Multi-SIM Device);
- (e) Customised Alerts – the ability to create and customise usage alerts for Mobile Data;
- (f) Sub-Accounts for International Corporates for the management of Mobile Data usage; APIs – APIs that may be used by the Reseller to integrate the Service with the Reseller's Applications; and
- (g) Reporting – a set of reports including:
 - (i) Device – Mobile Data usage by Device, Independent SIM Card, and eSIM Profile;
 - (ii) Countries – Mobile Data usage by country;
 - (iii) Carriers – Mobile Data usage by MNO Network;
 - (iv) Application Type – Mobile Data usage by category;
 - (v) Internal Orders – the allocation of Devices, Independent SIM Cards, and eSIM Profiles to Customers; and
 - (vi) Usage Log – Customer location, MNO Network details, country, usage in KB, server time, IMEI and Device code, SIM Card details and general information about the Device.

3.3.2 Portal Structure:

- (a) The Portal enables the Reseller to employ a tiered naming convention which allows the Reseller's account to have multiple sub-accounts reflecting multiple Customers; and
- (b) The Portal will have a clear separation between the Reseller's and the Customer accounts where Customer's access to the Portal will be restricted only to sections relevant to the services they are signed up to, with no access permitted outside.

("Portal").

4 Service Options

- 4.1 BT will provide any of the following options described in this section ("Service Options") if set out in the Order and in accordance with the details as set out in that Order.
- 4.2 Service Options may not be available in all countries.
- 4.3 **Data Packages**
 - 4.3.1 As part of this Service Option, the Reseller or their Customers can select any of the Bronze, Silver or Gold Zones packages or a Business Unlimited Plan.
 - 4.3.2 For the Bronze, Silver and Gold Zones (as defined in the Standard Pricing Sheet):
 - (a) Shared Data Package – a Mobile Data Allowance per Month ranging from 50GB to 1TB that is shared across all SIMs and eSIMs. The Recurring Monthly Charge is based on required geographic coverage;
 - 4.3.3 For the Business Unlimited Plan Coverage Zone:
 - (a) Business Unlimited Plan – an Unlimited Mobile Data Allowance that is restricted to an approved list of Applications and URLs.
- 4.4 **Mobile Data Add-Ons**
 - 4.4.1 This Service Option provides Customers with a Shared Mobile Data Add-on option for Bronze, Silver and Gold Zones. For this Service Option an additional Mobile Data Allowance can be purchased for the remainder of the month that is shared across all Devices.

5 Service Management Boundary

- 5.1 BT will provide and manage the Service in accordance with Parts B and C of this Schedule and as set out in any applicable Order up to the SIM Card or eSIM Profile ("**Service Management Boundary**").
- 5.2 BT will have no responsibility for the Service outside the Service Management Boundary.
- 5.3 BT does not make any representations, whether express or implied, about whether the Service will operate in combination with any Customer Equipment or other equipment and software.

6 Associated Services

- 6.1 The Reseller shall ensure that the Customers will have the following service in place that is necessary for the Service to function and will ensure that this service meets the minimum technical requirements that BT specifies:
 - 6.1.1 Wi-fi compatible Customer Equipment that is capable of connecting to the Internet via the wireless access point in the Device; and
 - 6.1.2 Compatible Equipment for use with the Independent SIM Card or eSIM Profile, ("**Enabling Service**").



- 6.2 If BT provides the Reseller with any services other than the Service (including, but not limited to any Enabling Service) this Schedule will not apply to those services and those services will be governed by their separate terms.
- 6.3 BT will not be liable for failure to or delay in supplying the Service where a local Mobile Network Operator refuses access to their MNO Network and no alternative service is available in BT's opinion at reasonable terms or cost.

7 Equipment

7.1 Purchased Equipment

Until title in any Purchased Equipment transfers to the Reseller in accordance with Paragraph 7.3.4, the Reseller will:

- 7.1.1 keep the Purchased Equipment safe and without risk to health;
- 7.1.2 only use the Purchased Equipment, or allow it to be used, in accordance with any instructions or authorisation BT or the Supplier may give and for the purpose for which it is designed;
- 7.1.3 not make any alterations or attachments to, or otherwise interfere with, the Purchased Equipment, including after title in any Purchased Equipment transfers to the Reseller in accordance with Paragraph 7.3.4, nor permit any person (other than a person authorised by BT) to do so, without BT's prior written consent and, if BT gives its consent, agree that any alterations or attachments are part of the Purchased Equipment;
- 7.1.4 not sell, charge, assign, transfer or dispose of or part with possession of the Purchased Equipment or any part of it;
- 7.1.5 not allow any lien, encumbrance or security interest over the Purchased Equipment, nor pledge the credit of BT for the repair of the Purchased Equipment or otherwise;
- 7.1.6 not claim to be owner of the Purchased Equipment;
- 7.1.7 in addition to any other rights that BT may have, reimburse BT for any losses, costs or liabilities arising from:
- (a) the Reseller's use or miss-use of the Purchased Equipment;
 - (b) damage to the Purchased Equipment except where the damage to the Purchased Equipment is a result of fair wear and tear or caused by BT; or
 - (c) a stolen or lost Device or SIM Card up to the point the Reseller inform BT in accordance with Paragraph 10.2.7(f);

7.2 Licence

7.2.1 The Supplier grants to Customers a licence to use the SIM Card and eSIM Profiles only for the purpose of accessing the Service during the term of this Contract.

7.3 Purchased Equipment

7.3.1 Orders

- (a) For each Order, the Reseller will order on behalf of the Reseller's Customers:
- (i) at least one Data Package;
 - (ii) a minimum of 50 Devices or 10 Independent SIM Cards per Site; or
 - (iii) at least 10 eSIM Profiles.
- (b) Where BT agrees to an Order of fewer than 50 Devices or 10 Independent SIM Cards at a Site, BT will apply an additional Charge for each shipment according to the weight, destination, number of Devices or Independent SIM Cards and the customs fees applicable to the shipment.

7.3.2 Device Availability

- (a) BT will, where the Supplier withdraws a Device or declines to accept an order for the Device from BT, suggest an alternative Device to the Reseller. If this is not acceptable to the Reseller, BT will cancel any Orders for that Device, as applicable.
- (b) The availability of Devices is subject to change.

7.3.3 Delivery of Purchased Equipment

- (a) The Reseller will provide BT with the name and contact details of at least one individual who is responsible for receiving the Purchased Equipment at the Site(s).
- (b) The Reseller acknowledge that Supplier will dispatch any Purchased Equipment for delivery to the applicable Site as set out in any applicable Order
- (c) BT will:
- (i) be the importer of record; and



- (ii) clear the Purchased Equipment through the applicable customs authority in the destination country and be liable for any import tax, duty or excise duty incurred.
- (d) Where a Site is located within a country in the EU other than the Territory, BT will not sell the Reseller the Purchased Equipment if the Reseller is not VAT-registered in the delivery country.

7.3.4 **Transfer of Title and Risk**

- (a) title in the Purchased Equipment (except for the Intellectual Property Rights) will pass to the Reseller when the Reseller has paid for the Purchased Equipment in full; and
- (b) risk in the Purchased Equipment will pass to the Reseller in accordance with Incoterms® 2010 DAP, but the Reseller will not be liable for any loss or damage that is caused by BT's negligence.

7.3.5 **Acceptance of Purchased Equipment**

BT will treat the Purchased Equipment as accepted when the Reseller takes delivery or possession of the Purchased Equipment.

7.3.6 **Warranty**

- (a) During the period of 12 consecutive months following delivery of the Device to the Reseller, or any other period that BT advises the Reseller in a Notice, ("**Warranty Period**"), if the Reseller reports to BT in accordance with Paragraph 11 that there is an Incident in the Purchased Equipment due to faulty design, manufacture or materials, or BT's negligence, BT will, or will arrange for the manufacturer or other third party to, replace or (at BT's option) repair the part affected by, or causing, the Incident free of charge, unless:
 - (i) the Purchased Equipment has not been properly kept, used or maintained in accordance with the manufacturer's or BT's instructions, if any;
 - (ii) the Purchased Equipment has been modified without BT's written consent;
 - (iii) the Incident is due to damage, interference with or maintenance of Purchased Equipment by persons other than BT or a third party authorised by BT;
 - (iv) the Incident is due to faulty design by the Reseller where the Purchased Equipment has been customised or integrated into the Resellers' systems to the Reseller's design; or
 - (v) the Incident is due to fair wear and tear.
- (b) If requested by BT, the Reseller will return the Purchased Equipment affected by an Incident to BT or to the manufacturer or other third party, in accordance with BT's instructions, for repair or replacement in accordance with Paragraph 7.3.6(a).

7.3.7 **Out of Warranty Repair**

After the Warranty Period, BT will:

- (a) if the Reseller reports an Incident in the Purchased Equipment in accordance with Paragraph 11, within a reasonable time, provide the Reseller with a written estimate of the Charges and timescales for repairing or (at BT's option) replacing the Purchased Equipment; and
- (b) if the Reseller accepts the quote, repair or replace the Purchased Equipment as set out in the estimate.

7.3.8 **Security**

- (a) The Reseller is responsible for the proper use of any Customer names, personal identification numbers and passwords used with the Purchased Equipment, and the Reseller will take all necessary steps to ensure that they are kept confidential, secure and not made available to unauthorised persons.
- (b) BT does not guarantee the security of the Purchased Equipment against unauthorised or unlawful access or use.

7.4 **WEEE Directive**

- 7.4.1 The Reseller is responsible under Article 13 of the Waste Electrical and Electronic Equipment Directive 2012 ("**WEEE Directive**") for the costs of collection, treatment, recovery, recycling and environmentally sound disposal of any equipment supplied under the Contract that has become waste electrical and electronic equipment ("**WEEE**").
- 7.4.2 For the purposes of Article 13 of the WEEE Directive this Paragraph 7.4 is an alternative arrangement to finance the collection, treatment, recovery, recycling and environmentally sound disposal of WEEE.
- 7.4.3 The Reseller will comply with any information recording or reporting obligations imposed by the WEEE Directive.

7.5 **Sale of Goods**

The UN Convention on Contracts for the International Sale of Goods will not apply to the Contract.

8 **Specific Terms**



8.1 Period of Service

8.1.1 The Minimum Period of Service is set out in the Order.

8.1.2 At the end of the Minimum Period of Service, unless BT or the Reseller gives Notice to the other of an intention to terminate the Service in accordance with the Contract, BT will continue to provide the Service and BT and the Reseller will continue to perform their respective obligations in accordance with the Contract.

8.2 Termination for Convenience

8.2.1 Either of us may, at any time after the Service Start Date and without cause, terminate the entire Service to any Device by giving 28 days' Notice to the other.

8.3 Termination for Regulatory Matters

BT may terminate immediately without notice:

8.3.1 the Service; or

8.3.2 the Service in a specific B End Country,

in order to comply with the lawful instructions of any governmental or regulatory authority with regard to the Service.

8.4 PSTN Calling & Access to Emergency Services

8.4.1 The Service that BT is providing to the Reseller is not a mobile voice service. Callers cannot make outbound calls to the PSTN nor to emergency services, nor receive calls from the PSTN by using only this Service. The Reseller will ensure that Customers acknowledge and agree that the Service does not provide the ability for Customers to call the emergency services by dialling the emergency service numbers applicable to the country in which the Site is located and that alternative arrangements should be made to cover this including the maintenance of a fixed telephone number.

8.5 Standard of Service

8.5.1 The Reseller acknowledges that uninterrupted Mobile Data is technically not possible everywhere at all times and will advise Customers that:

(a) from time to time Incidents may occur; and

(b) the quality and availability of the Mobile Data is subject to:

(i) local geography and topography;

(ii) weather or atmospheric conditions;

(iii) degradation, congestion or maintenance requirements of the Mobile Network including but not limited to re-positioning or decommissioning of base stations;

(iv) other physical or electromagnetic obstructions or interference;

(v) faults in, or availability of, other telecommunications networks to which the Mobile Network is connected;

(vi) Traffic Management;

(vii) the compatibility of any Customer Equipment the Reseller uses; and

(viii) any other conditions or circumstances beyond the Supplier's control;

(c) Mobile Data is not available in all parts of the A-End and B-End Countries and is subject to the range of the base stations that make up the Mobile Network in those A-End and B-End Countries, nor is it available in all other countries.

(d) BT or the Supplier will not be liable in the event of cuts, blockages and suspensions of access to the MNO Network.

8.5.2 The Reseller acknowledges and will advise Customers that no guarantee is provided in respect to the quality of:

(a) any VOIP, IP Telephony, video streaming, Video Calls or television streaming services Applications used with the Service; or

(b) any other Application that relies on certain levels of performance quality (including in respect of data network latency or packet loss).

8.5.3 BT may change the Service provided the performance of the Service is not materially adversely affected. Examples of such changes include but are not limited to, changing any codes or numbers given to Customers.

8.6 Applications

8.6.1 The Reseller acknowledges that the Applications Customers use with the Service will be provided by a third party and will be provided under an agreement between Customers and the third party, ("EULA").

8.6.2 The Reseller will deal with the third party with respect to any loss or damage suffered by the Reseller or its Customer under the EULA and any loss or damage will not be enforceable against BT.



8.7 Access to the Internet

The Reseller will make the Customers aware that the Service provides access to the Internet and use of the Internet is at Customers own risk.

8.8 Mobile Data Usage

The Reseller will:

8.8.1 monitor the Customers' Mobile Data usage against the Data Allowance;

8.8.2 reduce the Mobile Data speed to 256Kb per second if the Customer's Mobile Data usage:

- (a) for the Pooled Data Package, Shared Data Package or Individual Data Package, exceeds the Mobile Data Allowance in a Month, until the Customer purchases a Mobile Data Add-On or commence a new Month; and
- (b) for the Daily Data Package, exceeds the Mobile Data Allowance in a Day, until:
 - (i) the Customer purchases a further Daily Data Package for that Day; or
 - (ii) a new Day commences.

8.9 Domestic Use

8.9.1 An eSIM profile can sit alongside a domestic mobile plan on a Device, so data can be consumed on the relevant Device by switching from the eSIM profile to domestic mobile plan in the User's Device settings.

8.10 URL Categories

8.10.1 The Business Unlimited Plan will only allow data to be used to access the Applications and URL Categories set out in the Order.

8.10.2 The Reseller may:

(a) check whether or not a URL is included in a URL Category at:

<http://rulespace.com/rater/swg-ratertool.html>; and

(b) request that Symantec include a URL in a URL Category at:

https://support.symantec.com/en_US/article.TECH97647.html.

8.10.3 BT does not control the inclusion of URLs in the URL Categories and does not guarantee the inclusion of a URL in a URL Category.

8.11 APN

BT will provide the Reseller with a generic APN for access to the Internet and other data services using the Device, Independent SIM Card.

8.12 Suspension, Barring, Limiting and Disconnection

8.12.1 BT may bar the SIM Cards preventing the User from sending and receiving Mobile Data, disconnect it from the Mobile Network, or limit or suspend the Service immediately without notice:

- (a) if the Reseller or Customer fails to comply with the terms of the Contract;
- (b) in the event of loss or theft of the SIM Card or Device, or otherwise at the Customer's request;
- (c) if BT has reasonable cause to suspect fraudulent use of the Customer's SIM Card or Device; or
- (d) upon instruction by emergency services or any other government, regulatory or appropriate authority.

8.12.2 If BT has barred or disconnected the Service, BT will not re-provide it unless the Reseller or Customer complies with the terms of the Contract or satisfy BT that the Reseller or Customer will do so in the future, or that the Service will not be used again in a way that is prohibited under this Contract.

8.12.3 If BT bars the SIM Card or eSIM Profile, disconnects it from the Mobile Data, limits or suspends the Mobile Data, the Contract will continue. The Reseller will pay all Charges until the Contract is ended in accordance with the Contract.

8.13 Portal

The Supplier may carry out Maintenance on the Portal from time to time and BT or the Supplier will use reasonable endeavours to inform the Reseller before this happens.

8.14 Invoicing

8.14.1 The Service is currently authorised to contract/bill from a limited set of countries: Hong Kong, France, South Africa, UK & USA.

8.14.2 All usage in the USA that triggers the obligation for BT or any of its subsidiaries to remit taxes or fees (including regulatory fees) to a governmental or quasi-governmental authority in the USA must be billed by BT Americas to the Reseller. Invoices from BT Americas will expressly state that the Service provides Internet access and will apply applicable taxes and fees including regulatory fees.



- 8.14.3 BT will invoice the Reseller for the following Charges as set out in this Paragraph 8.14 in the amounts and currency specified in any applicable Order:
- (a) Recurring Charges for the Pooled Data Package, Shared Data Package and Individual Data Package, monthly or quarterly in advance (depending on the Reseller's billing frequency). For any period where the Mobile Service is provided for less than one month, the Recurring Charges will be calculated on a daily basis;
 - (b) Charges for the Mobile Data Add-Ons and Daily Data Package, monthly or quarterly in arrears (depending on the Reseller's billing frequency); and
 - (c) Charges for Purchased Equipment from the Service Start Date.
- 8.14.4 BT may invoice the Reseller for any of the following Charges in addition to those set out in any applicable Order:
- (a) Charges for investigating Incidents that the Reseller reports to BT where BT finds no Incident or that the Incident is caused by something for which BT is not responsible under the Contract;
 - (b) Charges for lost, stolen, damaged or destroyed SIM Cards and Devices;
 - (c) Charges for any unauthorised use of the SIM Cards and Devices up to the point the Reseller informs BT in accordance with Paragraph 10.2.7(f);
 - (d) any other Charges as set out in any applicable Order or as otherwise agreed between BT and the Reseller ; and
 - (e) any Termination Charges incurred in accordance with Paragraph 8.16 upon termination of the relevant Service.
- 8.15 Amendments to the PSA or General Terms for Resellers**
- 8.15.1 The definition of Site in the General Terms for Resellers is deleted and replaced with the following:
- 8.15.2 "**Site**" means any place identified in a Schedule or Order to which BT will deliver the Purchased Equipment.
- 8.15.3 The wording in Clause 1 of the PSA and Clause 2 of the General Terms for Resellers is deleted and replaced with the following:
- 2.1 any Annexes;
 - 2.2 the Schedule;
 - 2.3 these General Terms for Resellers;
 - 2.4 any Order;
 - 2.5 any Standard Pricing Sheet; and
 - 2.6 if applicable to a Service, the BT Price List.
- 8.15.4 All other terms in the PSA for Resellers and General Terms for Resellers will continue to apply un-amended.
- 8.16 Termination Charges**
- 8.16.1 If the Reseller terminates the Contract or Service for convenience in accordance with Clause 14.1 of the PSA or Clause 17.2 of the General Terms the Reseller will pay BT:
- (a) all outstanding Charges or payments due and payable under the Contract; and
 - (b) any other Charges as set out in any applicable Order;
- 8.16.2 In addition to the Charges set out at Paragraph 8.16.1 above, if the Reseller terminates during the Minimum Period of Service, the Reseller will pay BT:
- (a) all Charges or fees incurred by BT from any supplier due to the early termination; and
 - (b) Termination Charges, as compensation equal to difference between the level of spend on the Service the Reseller achieved and the Minimum Revenue Commitment.
- 8.17 Minimum Revenue Commitment Conditions**
- 8.17.1 Any Mobile Data Add-On does not increase the value of the Minimum Revenue Commitment set out in the Order.
- 8.17.2 Mobile Data Add-Ons prices are set out in a Standard Pricing Sheet.
- 8.17.3 If the Reseller request a change to the Minimum Revenue Commitment, the Reseller will enter into a new Contract for the Service that will include a new Minimum Revenue Commitment.
- 8.18 Provision of the SIM Cards**
- 8.18.1 BT will deliver SIM Cards to the Reseller in the A-End Country.
- 8.18.2 Where the A-End country is South Africa, the Reseller acknowledges and accepts that SIM Cards shipped to South Africa shall be pre-activated in another country.
- 8.19 Provision of the Service to in China**



- 8.19.1 The Reseller accepts the risk that, due to changing nature of the China domestic and international landscape, the Service may have to be altered, suspended or even discontinued, resulting in degradation or full loss of connectivity which BT will not be responsible for.
- 8.19.2 BT may terminate and/or suspend the Service at any time in a Force Majeure Event and/or in accordance with applicable Chinese laws, regulations and/or directions from the Chinese authorities. BT will not be liable for any service credits, damages, and/or loss (whether direct or indirect) resulting from the termination or suspension of the Service in accordance with this Clause 8.18 (Provision of the Service to Site (s) in China).
- 8.19.3 Where the Reseller requests to route traffic destined for business applications hosted on the Internet through BT's MPLS services for performance reasons, the Reseller acknowledges and undertakes to BT that:
- (a) the requested applications are not a subject of censorship or blocking by the Chinese government; and
 - (b) the requested applications are used solely for the Resellers internal business purposes and will strictly only be available for closed Customer group access by the Resellers Customers.
- 8.20 **Overage**
- 8.20.1 A Mobile Data Allowance is applied to the Reseller or Customer Data Package. The Reseller or its Customers will be required to purchase an additional Mobile Data Allowance that is added to the Data Package in order to exceed the Mobile Data Allowance.
- 8.20.2 Where a Customer requests for no Mobile Data Allowance to be applied to their Data Package, Overage Charges will be based on the existing Data Package committed to by the Customer as outlined in the Standard Pricing Sheet.
- 8.21 **Other terms**
- The Reseller acknowledges that countries with Permanent Roaming restrictions include Brazil and Turkey and for these countries BT will provide a PMC to facilitate roaming in these countries. Serbia, China and India are approved for Permanent Roaming.

Part B – Service Delivery and Management

9 BT's Obligations

9.1 Service Delivery

Before the Service Start Date and, where applicable, throughout the provision of the Service, BT will provide the Reseller with:

- 9.1.1 A welcome letter with contact details for the Service Desk;
- 9.1.2 a Reseller Committed Date and will use reasonable endeavours to meet any Reseller Committed Date.

9.2 Commissioning of the Service

Before the Service Start Date, BT will:

- 9.2.1 allocate an SSID and password for each Device to allow Customer Equipment to access the Device via Wi-fi;
- 9.2.2 ensure that SIM Cards, other than Un-activated Independent SIM Cards, Un-activated eSIM Profiles and SIM Cards in Un-activated Devices, are sent out ready for use; and
- 9.2.3 allocate passwords and Customer names for the Portal.

9.3 During Operation

On and from the Service Start Date, BT:

- 9.3.1 will respond and use reasonable endeavours to remedy an Incident without undue delay if the Reseller reports an Incident;
- 9.3.2 may migrate the Service to another Mobile Network Operator from time to time and will use reasonable endeavours to inform the Reseller before this happens; and
- 9.3.3 may, in the event of a security breach affecting the Service, require the Reseller to change any or all of their passwords.

9.4 The End of the Service

BT will on termination of:



- 9.4.1 the Service as a whole, terminate access to the SIM Cards and the Portal;
- 9.4.2 an Independent SIM Card, terminate access to the Independent SIM Card;
- 9.4.3 an eSIM Profile, terminate access to the eSIM Profile; and
- 9.4.4 a Device, terminate access to the SIM Cards in that Device.

10 The Reseller's Obligations

10.1 Service Delivery

Before the Service Start Date and, where applicable, throughout the provision of the Service, the Reseller will, and where applicable the Reseller will ensure that the Reseller's Customers will:

- 10.1.1 provide BT with the names and contact details of the Reseller Contact, but BT may also accept instructions from a person who BT reasonably believes is acting with the Reseller's authority;
- 10.1.2 set up and maintain a Reseller Helpdesk;
- 10.1.3 provide BT with any information reasonably required without undue delay;
- 10.1.4 carry out the Reseller's own investigations to ensure the suitability of any Devices, SIM Cards, Data Package or Daily Data Package for the Reseller's use;
- 10.1.5 complete any preparation activities that BT may request to enable the Reseller to receive the Service promptly and in accordance with any reasonable timescales;
- 10.1.6 in jurisdictions where an employer is legally required to make a disclosure to its Customers and other employees:
 - (b) ensure that Customers inform their employees and the Reseller's Customers that as part of the Service being delivered by BT, BT may monitor and report to the Reseller the use of any targeted applications by the Customers' employees and/or Customers;
 - (c) ensure that Customers' employees and the Reseller's Customers have consented or are deemed to have consented to such monitoring and reporting (if such consent is legally required) agree that BT will not be liable for any failure by the Reseller or the Customers to comply with this instruction and indemnify BT from and against any Claims or action brought by the Reseller's and Customers' employees or Customers against BT arising out of the delivery of Services by BT; and
 - (d) ensure that Customers inform their employees and Customers that the Service will provide itemised billing and calls will be logged by the Reseller.

10.2 During Operation

On and from the Service Start Date, the Reseller will, and where applicable the Reseller will ensure that the Reseller's Customers will:

- 10.2.1 ensure that Customers report Incidents to the Reseller Helpdesk and not to the Service Desk;
- 10.2.2 ensure that the Reseller Helpdesk will take Incident reports from Customers and pass these to the Service Desk using the procedures agreed between BT and the Reseller and be available for all subsequent Incident management communications;
- 10.2.3 be responsible for the Reseller's usage of the Service and ordering any Mobile Data Add-Ons;
- 10.2.4 monitor and maintain any Customer Equipment connected to the Service or used in connection with the Service;
- 10.2.5 ensure that any Customer Equipment that is connected to the Service or that a Customer uses, directly or indirectly, in relation to the Service is:
 - (a) adequately protected against viruses and other breaches of security;
 - (b) connected appropriately to the Device and is technically compatible with the Service and will not harm or damage the Device, SIM Card or the Service or any of BT's suppliers' or subcontractors' network or equipment; and
 - (c) approved and used in accordance with relevant instructions, standards and Applicable Law and any safety and security procedures applicable to the use of that Customer Equipment;
- 10.2.6 immediately disconnect any Customer Equipment, where Customer Equipment does not meet any relevant instructions, standards or Applicable Law;
- 10.2.7 ensure the security and proper use of all valid Customer access profiles, passwords and other systems administration information used in connection with the Service and:
 - (a) immediately terminate access for any person who is no longer a Customer;
 - (b) inform BT immediately if a Customer's ID or password has, or is likely to, become known to an unauthorised person, or is being or may be used in an unauthorised way;
 - (c) take all reasonable steps to prevent unauthorised access to the Service;
 - (d) satisfy BT's security checks if a password is lost or forgotten; and



- (e) change any or all passwords or other systems administration information used in connection with the Service if BT requests the Reseller to do so in order to ensure the security or integrity of the Service.
- (f) inform BT if a SIM Card or Device is lost, stolen, damaged or destroyed or likely to be used in an unauthorised manner. The Reseller will be liable for all Charges incurred by the unauthorised Customer of the SIM Card or Device until BT suspends the SIM Card or Device from the Service in accordance with Paragraph 8.12;

10.2.8 not and will ensure that the Reseller's Customers will not:

- (a) duplicate or replicate SIM Cards (or any part of it) or undertake any similar activity or fraud in relation to SIM Cards;
- (b) use the Service to share content that is copyright protected;
- (c) resell, rent or lease any Device or SIM Card outside of the EU without BT's written consent but the Reseller may distribute any Device to a Customer;
- (d) re-sell, transfer, assign or sub-licence the Service (or any part of it) or the associated Software to anyone else;
- (e) use the Service to send unsolicited communications without the receiver's consent and provide BT with evidence of the process used to obtain such consent if requested to do so by BT;
- (f) use the Service for any fraudulent or other unlawful purpose, whether the Reseller are acting alone or with anyone else; or
- (g) knowingly distribute malicious software or permit hacking or unauthorised modification of any Device or SIM Card.

10.3 The End of the Service

The Reseller will, on termination of the Service by BT or the Reseller, be responsible for disposing of any SIM Cards and Devices.

11 Notification of Incidents

Where the Reseller or the Reseller's Customers become aware of an Incident:

- 11.1 the Reseller Helpdesk will report it to the Service Desk;
- 11.2 BT will give the Reseller a Ticket;
- 11.3 BT will inform the Reseller when it believes the Incident is cleared and will close the Ticket when:
 - (a) the Reseller confirms that the Incident is cleared within 24 hours after having been informed; or
 - (b) BT has attempted unsuccessfully to contact the Reseller, in the way agreed between BT and the Reseller in relation to the Incident, and the Reseller have not responded within 24 hours following BT's attempt to contact the Reseller.
- 11.4 If the Reseller confirms that the Incident is not cleared within 24 hours after having been informed, the Ticket will remain open, and BT will continue to work to resolve the Incident.
- 11.5 BT may contact the Supplier for assistance in resolving the Incident and the Supplier may contact the Customer Contact.



Part C – Service Levels

12 Service Care Levels

There are no Service Levels for the Service.



Part D – Defined Terms

13 Defined Terms

In addition to the defined terms in the Governing Agreement, capitalised terms in this Schedule will have the following meanings (and in the case of conflict between these defined terms and the defined terms in the Governing Agreement, these defined terms will take precedence for the purposes of this Schedule):

“3G” means third generation of wireless mobile telecommunication technology, that is used for both voice and data services. The Customer will only be able to use 3G Services when the Customer is in range of a 3G base station.

“4G” means Long Term Evolutions (LTE) and is used for both voice and data services. The Customer will only be able to use 4G Services when the Customer is in range of a 4G base station.

“4G+” means Long Term Evolution-Advanced and is used for both voice and data services. Customer will only be able to use 4G+ Services when the Customer is in range of a 4G+ base station.

“A-End Country” means the country in which the Service was ordered.

“APN” means the access point name given to the unique point (or points) at which the Customer Network or a public network such as the Internet may connect with the Mobile Network.

“Applications” means any program, or group of programs, that is designed for use by a Customer and which is compatible with the Service and for which the Reseller has in place all necessary authorisations and licences.

“B-End Country” means any country in which BT makes the Service available, other than the A-End Country, the Reseller can find a list of the available countries on the Portal.

“Business Unlimited Plan” means unlimited access in the A-End and B-End Countries listed on the Portal, to a pre-defined list of Applications and URL Categories as set out in the Order.

“Compatible Equipment” means any mobile handset, tablet, laptop or computer that allows the insertion of a SIM Card or provisioning of an eSIM Profile and which is Customer Equipment for the purposes of this Contract.

“Customer Contact” means any individuals authorised to act on the Reseller’s behalf for the Service management matters and the ordering of Mobile Data Add-Ons.

“Customer Equipment” means any equipment including any Purchased Equipment and any software, other than BT Equipment, used by the Customer in connection with the Service.

“DAP” means Delivered at Place as defined in Incoterms® 2010.

“Data Package” has the meaning given in Paragraph 4.3.

“Day” means a period of 24 hours commencing at 00:01 in the local time in the country in which the Device, Independent SIM Card or eSIM Profile is being used.

“Device” means a wireless access point as set out in any Standard Pricing Sheet and will be Purchased Equipment, for the purposes of this Contract.

“Enabling Service” has the meaning given in Paragraph 6.1.

“eSIM Profile” means the profile of an embedded SIM that can be used in conjunction with a compatible device.

“EU” means European Union.

“EU Zone” means the countries listed as such in the Portal.

“EULA” has the meaning given in Paragraph 8.6.1.

“General Terms” means the general terms that this Schedule is attached to, or where not attached to this Schedule, can be found at www.bt.com/terms, and form part of the Contract.

“GPRS” means General Packet Radio Service for the transmission of data.

“HSDPA” means High Speed Downlink Packet Access a protocol for networks based on the Universal Mobile Telecommunications System for the transmission of data.

“IMSI” means international mobile subscriber identity.

“Incident” means a fault in the Device, SIM Card or the Portal.

“Incoterms® 2010” means the International Commercial Terms, which are a series of pre-defined commercial terms published by the International Chamber of Commerce and are a trademark of the International Chamber of Commerce.

“Independent SIM Card” means a SIM Card not pre-installed in a Device and is used by the Reseller in Compatible Equipment.

“Internet” means a global system of interconnected networks that use a standard Internet Protocol to link Devices, Independent SIM Cards, and eSIM Profiles worldwide.

“Internet Protocol” or **“IP”** means a communications protocol for Devices, Independent SIM Cards, and eSIM Profiles connected to the Internet that specifies the format for addresses and units of transmitted data.

“Mi-Fi Unit” means a portable router which provides mobile Wi-fi connection.



“Minimum Revenue Commitment” means the level of spend (excluding VAT) the Reseller commits to achieve for the Service by the end of the Minimum Period of Service. Minimum Revenue Commitment is set out in the Order.

“Minimum Period of Service” means a period of consecutive Months as set out in any applicable Order which begins one Month from the Effective Date.

“MNO Network” means a mobile network service offering the ability to receive Mobile Data.

“Mobile Data” means the service enabling the Reseller to send and receive data over GPRS, 3G, 4G, 4G+ and HSDPA networks.

“Mobile Data Add-Ons” means an additional Mobile Data Allowance applied to a single Device, Independent SIM Card or eSIM Profiles that the Reseller adds when the Reseller’s Mobile Data Allowance is exceeded and which will apply to the Device or Independent SIM Card until the end of the Month in which it is added.

“Mobile Data Allowance” means the Mobile Data included in the Reseller’s Recurring Charge per Month and for periods of less than a Month it will apply on a pro-rata basis.

“Mobile Network Operator” means the provider of an MNO Network.

“Month” means a calendar month.

“Multi-SIM Device” means a Mi-Fi Unit with seven preloaded regional SIM cards for global coverage with automatic SIM selection.

“Non-BT SIM Cards” means a SIM card not provided by BT under this Contract that the Reseller inserts in the spare SIM slot in the Device and use for mobile service in the A-End Country and which is Customer Equipment for the purposes of this Contract.

“Overage” means a situation where data consumption exceeds the Customer’s Mobile Data Allowance.

“Permanent roaming” means a device is permanently connected in a country that is not its nominal ‘home’ territory. It gives the User the ability to use data internationally without restriction.

“PMC” means Profile Management Control a SIM controller which provides a multi-SIM profile to set up automation for backing up profiles and localization.

“Portal” has the meaning given in Paragraph 3.3.

“PSTN” means Public Switched Telephone Network, which is the concentration of the world’s public circuit switched telephone networks.

“Recurring Charges” means the Charges for the Service or applicable part of the Service that are invoiced repeatedly in every payment period (e.g. every Month), as set out in any applicable Order.

“Reseller Helpdesk” means a service desk operated by the Reseller to which Customers will report Incidents.

“Service Desk” means the helpdesk that the Reseller is able to contact to submit service requests, report Incidents and ask questions about the Service.

“Service Management Boundary” has the meaning given in Paragraph 5.1.

“Service Options” has the meaning given in Paragraph 4.

“Shared Data Packages” means Mobile Data Allowance that is shared across all SIMs and eSIMs.

“SIM” means a subscriber identity module.

“SIM Card” means the subscriber identity module card which is either installed in the Device or is an Independent SIM Card and will be BT Equipment for the purposes of this Contract.

“Standard Service Components” has the meaning given in Paragraph 2.

“Standard Pricing Sheet” means a part of the Contract which includes prices if the Reseller requests in-life purchases and additions to the Service.

“Supplier” means Telroaming Advanced Communication Solutions Ltd, 7 Motta Gur, Petah Tikva, 4952801, Israel.

“Territory” means the country in which BT is registered as resident for corporate income tax purposes.

“Ticket” means the unique reference number provided by BT for an Incident and that may also be known as a **“fault reference number”**.

“Traffic Management” means traffic management activities that BT may undertake to manage performance of the BT Network.

“Un-activated Device” means a Device that is delivered with the SIM Cards not activated.

“Un-activated eSIM Profile” means an eSIM Profile that is delivered not activated.

“Un-activated Independent SIM Card” means an Independent SIM Card that is delivered not activated.

“URL Category” means the Symantec Corporation categorisation of URLs that can be found at:

<http://rulespace.com/rater/swg-ratertool.html>.

“Warranty Period” has the meaning given in Paragraph 7.3.6(a).

“WEEE” has the meaning given in Paragraph 7.4.1.

“WEEE Directive” has the meaning given in Paragraph 7.4.2.

“Wi-fi” means a wireless Local Area Network based on the Institute of Electrical and Electronics Engineers’ (IEEE) 802.11 standards.

“Zone” means the countries listed as such in the Portal.