



O2 VOICE FOR MICROSOFT TEAMS

with optional Unified Recording

G-Cloud 15: Terms & Conditions

Date: January 2026

Issue number: 1

Company Statement

All information contained in this proposal is subject to contract and, unless expressly stated to the contrary, to Virgin Media Business Limited's standard terms and conditions.

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Registered office: 500 Brook Drive, Reading, RG2 6UU, United Kingdom

Brand Statement

Buyers entering into a Call-Off Contract will be contracting with Virgin Media Business Limited ("The Supplier").

On the 1st August 2025 Virgin Media O2 Business and Daisy Group merged to create a new B2B telecoms powerhouse – O2 Daisy.

O2 Daisy is fully consolidated by Virgin Media O2 with a 70/30 ownership structure with Daisy Group. The corporate brands Virgin Media O2 Business, Virgin Media Business and O2 Business remain.

For contracting purposes, customers of these brands contract with Virgin Media Business Ltd. Depending on the services to be provided, affiliate companies may act as billing and collection agents, such as Telefonica UK.

FIXED SERVICES TERMS

The following additional terms and conditions apply to the provision of the Fixed Services and the supply and installation of O2 Supplied Equipment.

1 DEFINITIONS

- 1.1 In the Master Agreement and each Call-off Contract, in addition to the terms defined in the General Conditions, the following terms and expressions apply:

Term / Expression	Meaning
"Annual Recurring Charges"	means Charges that will be billed on an annual basis, as set out in the Commercial Schedule;
"CPE"	means any equipment located at a Site, which may include Customer Equipment and/or O2 Supplied Equipment;
"Customer Equipment"	means hardware, software, cabling and related facilities provided by the Customer or by a Third Party on behalf of a Customer and used by the Customer in relation to a Fixed Service;
"Demarcation Point"	means the point at which the Service ceases in a network, as may be defined in each Service Schedule;
"Fixed Services"	means those Services identified as a "Fixed Service" in the Service Schedules;
"Fixed Services Terms"	means this document entitled "Fixed Services Terms";
"Hull Area"	means the area defined as the 'Licensed Area' in the licence granted on 30 November 1987 by the Secretary of State under section 7 of the Telecommunications Act 1984 to Kingston upon Hull City Council and Kingston Communications (Hull) plc;
"Monthly Recurring Charges"	means, as the context requires: a) Charges that will be billed on a monthly basis, as set out in the Commercial Schedule; or b) one twelfth of the applicable Annual Recurring Charges;
"PSTN"	means a public switched telephone network being the international telephone system based on copper wires, which carries analogue voice and data;
"PSTN Based Service"	means any Service provided using the UK PSTN;
"PSTN Switch Off"	means the phased withdrawal of PSTN Based Services by BT Openreach commencing December 2020 and which is expected to conclude by December 2025;
"Service Level"	means the service level(s) for the relevant Fixed Service as set out in the applicable Service Schedule;
"Stop Sell Exchange"	means any telephone exchange declared by BT Openreach to be a stop sell exchange as part of the PSTN Switch Off;
"Territory"	means the United Kingdom but not including the Hull Area, Isle of Man, Isles of Scilly and the Channel Isles; and
"Working Hours"	means, unless otherwise specified, 09.00am – 17.00 pm on Working Days.

- 1.2 References to clauses and sub-clauses refer, unless otherwise stated, to clauses and sub-clauses of these Fixed Services Terms; references to appendices are to the appendices to these Fixed Services Terms, references to schedules are to the schedules of the Master Agreement or a Call-off Contract (as applicable) and references to paragraphs are to the paragraphs of the appendices to these Fixed Services Terms or, as applicable, the Service Schedules.
- 1.3 The rules of interpretation set out in clauses 1.3 to 1.10 of the General Conditions shall apply equally to these Fixed Services Terms.

2 AVAILABILITY OF FIXED SERVICES

- 2.1 O2 will provide the Fixed Services in the Territory.
- 2.2 The Customer acknowledges that as part of the PSTN Switch Off, once a telephone exchange has been classified as a Stop Sell Exchange, or O2 or any of its Affiliates has closed any of its exchanges, the following shall apply in relation to affected PSTN Based Services:
 - a) no new supply or transfer orders can be accepted; and
 - b) no service amendments, (whether a change to the number of channels, bandwidth, class of service, applicable maintenance options or any other type of change), can be made except where and to the extent the relevant Service Schedule states otherwise.
- 2.3 Where the Customer requests any PSTN Based Services at a Stop Sell Exchange, or at an exchange which has been closed by O2 or any of its Affiliates, O2 will use reasonable endeavours to inform the Customer of any reasonable alternative Services that the Customer may wish to consider instead. For the avoidance of doubt, the O2 shall not be obliged to fulfil the Customer's request.
- 2.4 In advance of the PSTN Switch Off, O2 will use reasonable endeavours to inform the Customer of the details, including the expected date of cessation, of the PSTN Based Services affected, and any reasonable alternative Services to which the Customer may wish to migrate its affected PSTN Based Services. The migration to and/or provision of alternative Services by O2 shall be subject to the parties agreeing the same (including the associated Charges) in accordance with clause 8 of the General Conditions.
- 2.5 Any PSTN Based Services not migrated to an alternative Service in advance of the cessation will cease to function.
- 2.6 O2 shall have no liability to the Customer arising out of or in connection with the PSTN Switch Off.

3 CHARGES

- 3.1 The Charges for Fixed Services may be adjusted by providing written notice to the Customer and with the Customer's agreement as a result of any survey or investigation of the Site carried out by or on behalf of O2. For the avoidance of doubt, any change to the Charges in accordance with this clause 3.1 shall not give rise to a right to terminate under clause 8.7 of the General Conditions.
- 3.2 The Charges do not include special delivery costs, nor any levies and taxes payable in respect of the import of the O2 Supplied Equipment. Any such costs incurred by O2 shall be separately invoiced by O2 to the Customer.
- 3.3 Unless otherwise specified, all Charges include travel, accommodation and subsistence expenses of O2 Employees (including the cost of time spent travelling) incurred in the provision of the relevant Fixed Services.

4 SITE PREPARATION, ACCESS AND INSTALLATION

- 4.1 Where Fixed Services are provided to a Site, the supply of the Fixed Services and any part of them shall be subject to satisfactory results of any survey or other investigation of the Site carried out by or on behalf of O2 that O2 deems necessary in relation to the Site prior to the supply of the Fixed Services.
- 4.2 O2 may in its sole discretion determine that it may not be able to provide the relevant Fixed Services to certain Sites and O2 reserves the right to:

- a) cancel the element of the Fixed Services that cannot be provided and refund any money that the Customer has paid in respect of that element of the Services but continue the provision of the other elements of the Fixed Services; or
- b) cancel all of the Fixed Services ordered by the Customer and refund any money that the Customer has paid.

4.3 The Customer shall, at all times:

- a) following a request from O2, permit any O2 Representative who produces a valid identity card and proof of authorisation from O2 such access to the Sites as is reasonably necessary for O2 to carry out its obligations in the Call-off Contract, including access to any communications rooms, wiring closets, cabinets, utilities and power supplies that an O2 Representative may reasonably require;
- b) provide a safe working environment for the O2 Representative at the Site and such labour and equipment as O2 may have specified in advance as reasonably required to enable it to carry out its obligations in the Call-off Contract;
- c) provide a suitable place and conditions for CPE as discussed and agreed with O2 which is in accordance with the relevant installation standards, including providing continuous mains electricity supply, appropriate space and air conditioning, adequate lighting and all necessary connecting points, inter-cabinet cross connects, trunking, conduits and cable trays;
- d) provide all internal and, if applicable, external cabling on the Customer's side of the Demarcation Point as may be necessary to receive the Fixed Service;
- e) maintain adequate security policies and insurance in relation to the CPE and will provide evidence of such if requested by O2;
- f) provide access (both remote and when needed locally) to systems, CPE and/or nominated Customer representatives, as required by O2 in order to deliver the Fixed Services; and
- g) ensure that Site plans are accessible to O2 on each visit.

4.4 O2 shall have no liability for any failure in providing the Fixed Services in the event the Customer fails to comply with its obligations in clause 4.3.

4.5 Site visits will usually be carried out during Working Hours. If the Customer requests and O2 agrees to work outside of these hours, the Customer must pay additional Charges. O2 will normally only require access to the Site during these Working Hours, but may, on reasonable notice, require the Customer to provide access at other times.

4.6 The Customer will notify O2 immediately if any limitation to reasonable access to the O2 Supplied Equipment, other CPE or a Site is likely to occur. O2 may charge the Customer for any costs or expenses incurred as a result of O2 Representatives being unable to access the Site at the agreed time. The Charges may include the payment of Charges for the Services as if they had commenced, irrespective of whether that is the case.

4.7 O2 will not be liable for any breach of the Call-off Contract to the extent that any failure by O2 to perform its obligations is as a result of an O2 Representative not being granted access to any Site by the Customer or a failure of the Customer to fulfil its obligations under the Call-off Contract.

4.8 O2 shall have no liability for faults arising in the O2 Supplied Equipment or other CPE or interruption in the provision of Services caused by failures in the power supply, except where such power supply failure is directly caused by O2.

- 4.9 O2 will, and will procure that any O2 Representatives will when accessing the Customer's Sites:
- a) comply with all Applicable Laws relating to health and safety; and
 - b) observe the Customer's reasonable Site regulations as previously notified in writing to O2, although O2 will not be liable for any breach of the Call-off Contract arising out of any conflict between any Site regulations and the Call-off Contract.
- 4.10 The Customer is responsible for making the Site good after any work undertaken by O2 at the Site, including putting items back and for redecorating.
- 4.11 This clause 4 shall continue to apply following termination of the Call-off Contract to the extent required for O2 to disconnect and remove from any Site any O2 Supplied Equipment belonging to O2.

5 SERVICE LEVELS

- 5.1 O2 will provide the Fixed Services in accordance with the relevant Service Levels, from the applicable Service Commencement Date.
- 5.2 The Service Levels set out in a specific Service Schedule apply solely to the Fixed Services covered under that Service Schedule and not any other Services provided under the Call-off Contract.
- 5.3 In the event that a fixed level of compensation is provided for in relation to a failure to meet a Service Level, such fixed level of compensation will be the sole and exclusive remedy available to the Customer and O2's sole liability for any failure to meet such Service Level. Where there is no compensation entitlement specified for a failure to meet the Service Level and subject to clauses 17.3 and 17.4 of the General Conditions, O2 has no contractual liability for any failure to meet such Service Levels.
- 5.4 Unless otherwise stated in the relevant Service Schedule or agreed in writing between the parties and notwithstanding clause 17.3 of the General Conditions, O2's total aggregate liability in respect of compensation for failure to meet Service Levels shall be limited, in each calendar year, to 10% of the Charges that are paid or payable by the Customer under the relevant Service Schedule in the applicable calendar year.
- 5.5 Unless otherwise stated in a Service Schedule, the installation of Fixed Services (and measurement of Service Levels) will be during Working Hours.
- 5.6 The Customer acknowledges that only those performance measures produced by or on behalf of O2 will be used for assessing O2's performance against the Service Levels.
- 5.7 Where O2 requests any information from the Customer, a User or a relevant Third Party associated with the Customer or User, the number of whole or part hours taken for the relevant Customer, User or Third Party to provide such information to O2 will be added to the timescales relating to the Service Levels.
- 5.8 O2 will not be liable for any failure to meet a Service Level if (and the Customer shall not be entitled to any associated fixed compensation which may be specified in the applicable Service Schedule) if the failure was caused directly or indirectly, in whole or part, by any of the following:
- a) the failure by O2 is due to the Customer's own network or Customer Equipment or any other network (including the Internet) or equipment outside the Network;
 - b) the Customer is in breach of any part of the Call-off Contract that affects O2's ability to comply with the Service Level;

- c) through no fault of its own or because of circumstances beyond its reasonable control, O2 is unable to carry out any necessary work at, or gain access to the Site or the Customer fails to agree an appointment date or work is aborted;
- d) the Customer and O2 agree a different timescale for performance of a Service Level;
- e) the failure is because reasonable assistance is required by O2 from the Customer, a User or a relevant Third Party associated with the Customer or User and such assistance is not provided within the required timescale, or if no timescale is specified, such assistance is not provided promptly;
- f) through no fault of its own, O2 is unable or is waiting to obtain any necessary parts, permissions or consents required in connection with the performance of a particular Service Level;
- g) the failure is due to a matter outside of O2's reasonable control, including where a fault is caused by the Customer or a Third Party;
- h) the failure is due to an inaccurate order being submitted by the Customer where such inaccuracy materially contributes to the failure by O2;
- i) the failure is due to any suspension of the Fixed Services in accordance with clause 11 of the General Conditions;
- j) in relation to Fixed Services which require geographic telephone number porting, the failure is due to the application of the geographic number porting process;
- k) the failure is caused by the presence of an incompatible product or service; or
- l) the failure is due to a change in the Customer's requirements other than agreed pursuant to clause 8 of the General Conditions.

5.9 If the Fixed Service includes advice or work on Customer Equipment or a Customer network, O2 does not guarantee that following provision of the Fixed Services the Customer Equipment or Customer network will not be subject to any unlawful access, fraud or other misuse and O2 will have no liability to the Customer in respect of such unlawful access, fraud or other misuse.

6 INCIDENT RESPONSE

- 6.1 O2 shall provide fault response for Fixed Services in accordance with the applicable Service Schedule.
- 6.2 If the Customer reports an Incident and O2 or the O2 Representative finds that there is no fault or that the Incident was caused by the Customer, the Customer must pay O2 the Charges for any work carried out by or on behalf of O2 in relation to the Customer's Incident report at the relevant rate set out on the O2 Website, the Commercial Schedule or otherwise agreed by the parties in writing from time to time.

7 OTHER CUSTOMER OBLIGATIONS

- 7.1 The Customer shall and shall procure that Users (or anyone having access to the Fixed Services and/or the O2 Supplied Equipment), shall supply O2 with all necessary technical information regarding the Sites, the Customer Equipment, the Customer's operating requirements and any Third Party the Customer utilises to deliver incumbent services in order to allow O2 to plan for the effective transition of incumbent services (if applicable).
- 7.2 The Customer shall and shall procure that Users (or anyone having access to the Fixed Services and/or the O2 Supplied Equipment), shall co-operate with O2 in the diagnosis and resolution of any Incidents relating to the Fixed Services.

- 7.3** The Customer will ensure that it has appropriate physical and information security policies, including data archiving, in place. Except to the extent O2 has specifically agreed to provide a back-up service as a part of the Fixed Services, the Customer is solely responsible for safeguarding its data by taking backup copies, maintaining a disaster recovery process and through any other means the Customer believes appropriate including maintaining up to date anti-virus software.
- 7.4** Except as expressly set out in the Commercial Schedule, a Service Schedule or otherwise agreed by the parties in writing from time to time, the Customer shall be responsible for providing all necessary hardware, software, network facilities and telecommunications services to access and use the Fixed Services.

8 TERMINATION OF A FIXED SERVICE

- 8.1** O2 may terminate the supply of a Fixed Service without any liability if the Customer does not agree to vary the Charges in accordance with clause 3.1 of these Fixed Services Terms.

APPENDIX TO FIXED SERVICES TERMS – SPECIAL CONDITIONS

The following additional terms and conditions apply to the provision of the Fixed Services and the supply and installation of O2 Supplied Equipment.

1 DEFINITIONS

- 1.1 In this appendix, in addition to the terms defined in the Fixed Services Terms and the General Conditions, the following terms and expressions apply:

Term / Expression	Meaning
"Special Conditions Appendix"	means this document entitled "Appendix to Fixed Services Terms – Special Conditions"; and
"Low Level Design"	means the document produced by O2 as part of the installation of the Service that defines the design and other components that make up the Service being provided to the Customer.

2 CHARGES

- 2.1 The Charges for Fixed Services may be adjusted by providing written notice to the Customer and with the Customer's agreement as a result of an amendment to the Low Level Design.

3 SITE PREPARATION, ACCESS AND INSTALLATION

- 3.1 The Customer shall, at all times:
- a) configure and provide access through any Customer firewalls and Customer security devices, as O2 shall reasonably require to enable O2 to perform its obligations under the Call-off Contract, subject to O2 compliance with the Customer's information security policies;
 - b) ensure that any programming performed by a Third Party is backed up and made available to O2;
 - c) ensure that there is sufficient space in communications rooms and cabinet space for new or existing infrastructure and O2 Supplied Equipment including as required to support testing and any parallel running activities that take place during installation; and
 - d) provide secure storage areas and ensure that the O2 Representative will have unrestricted access to those secure storage areas throughout installation.

4 OTHER CUSTOMER OBLIGATIONS

- 4.1 The Customer shall and shall procure that Users (or anyone having access to the Fixed Services and/or the O2 Supplied Equipment), shall ensure that the Low Level Design is compliant with and satisfies the requirements of any applicable laws, rules, regulations, administrative orders or codes of practice with which the Customer is obliged to comply in connection with the operation of its business (for example PCI compliance).
- 4.2 If a Low Level Design is required in order to deliver a Service, O2 cannot commence providing the relevant Service until the Low Level Design is agreed. Accordingly, the Customer shall work with O2 to promptly agree the Low Level Design and shall co-operate with O2 in respect of the on-going review (and, where necessary, amendment) of the Low Level Design.

GENERAL CONDITIONS FOR BUSINESS CUSTOMERS

1 DEFINITIONS AND INTERPRETATION

- 1.1 In the Master Agreement and each Call-off Contract, the following terms and expressions shall have the following meanings unless the context otherwise requires:

Term / Expression	Meaning
"Add-on Service"	means an optional add-on service that the Customer chooses to take which does not form part of the core services under the applicable Call-off Contract and which has no Minimum Period or has a Minimum Period or notice period of 30 days or less;
"Affiliate"	means any undertaking which is a subsidiary undertaking or parent undertaking (including the ultimate parent undertaking) of the relevant party and any company which is a subsidiary undertaking of such parent undertaking (the terms subsidiary undertaking and parent undertaking company having the meanings set out in Section 1162 of the Companies Act 2006);
"Ancillary Service"	means an extra service (excluding an Add-On Service) which is linked to the core services provided under the Call-off Contract, which the Customer uses, registers or signs up for and, where relevant, is described as an ancillary service in its terms and conditions;
"Applicable Laws"	in any jurisdiction in which the Services are to be performed any and all applicable laws, regulations and any applicable and binding industry standards, judgment or orders of a relevant court of law;
"Charges"	means the monies payable by the Customer to O2 in respect of: a) each Service provided by O2 (whether or not the Service is used by the Customer); b) where applicable, the O2 Supplied Equipment; and c) any other products or services which O2 may agree to supply to the Customer from time to time under the Call-off Contract, as set out in the Commercial Schedule, the relevant Service Schedule, on the O2 Website or as otherwise agreed by the parties in writing from time to time (as amended from time to time in accordance with the terms of the Call-off Contract);
"Call-off Contract"	means a contract for the provision of Services entered into between the Customer and O2 in accordance with the process described in the Master Agreement and recorded in the following documents a) these General Conditions; b) the Commercial Schedule or other agreed document setting out the commercial terms on which the Services are to be supplied; c) the applicable Terms; d) the applicable Service Schedules; e) any other document incorporated by reference in the Terms or Service Schedules; and f) the applicable terms, conditions and charges set out on the O2 Website;
"Call-Off Commencement Date"	means the date upon which the Call-off Contract has been signed by the Customer;
"Commencement Date"	means the date upon which the Master Service Agreement has been signed by the Customer ;
"Commercial Schedule"	means the document or documents entitled "Commercial Schedule", which set out the Charges associated with O2's provision of a particular Service or O2 Supplied Equipment and other relevant commercial terms, all of which shall form part of the Call-off Contract;
"Confidential Information"	means proprietary information and/or any information obtained from the other in connection with the Master Agreement or a Call-Off Contract (including for the avoidance of doubt details of the Customer's employees) which is: a) reasonably identified by either party as commercially sensitive or confidential; b) obviously confidential in nature; or c) given in circumstances giving rise to an obligation of confidence;
"Customer"	means the customer whose details and registered office are set out in the document entitled "Your Master Agreement";

Term / Expression	Meaning
"Customer Employee"	means any employee or other staff of the Customer, of any of the Customer's Affiliate subcontractors or agents, or of any other third party who is permitted by the Customer to use any Service;
"Customer Equipment"	means any hardware, software, cabling and related facilities provided by the Customer and used by the Customer in relation to a Service;
"Customer Request Form"	means a document which can be submitted electronically or manually by a Customer to O2 containing the detailed information necessary to fulfil a Customer's order for Services, in the form notified by O2 to the Customer from time to time;
"Data Protection Laws"	means all applicable laws and regulations relating to the processing of personal data and privacy including the Data Protection Act 2018 ("DPA"), the General Data Protection Regulation 2016/679 ("GDPR") and any statutory instrument, order, rule or regulation made thereunder, as from time to time amended, extended, re-enacted or consolidated. The terms "Data Controller", "Data Processor", "Data Subjects", "Personal Data" and "Personal Data Breach" shall have the meaning given to them in the DPA or GDPR;
"Employee Liability Information"	shall have the meaning ascribed to it in the TUPE Regulations, as amended from time to time;
"End User Licensed Software"	means any software, the licence terms of which are governed by a separate agreement with the licensor of such software, typically by means of a "click wrap" or "shrink wrap" licence agreement;
"General Conditions"	means this document entitled "General Conditions for Business Customers";
"Incident"	means any reported event which is not part of the standard operation of a Service and which causes disruption to or a reduction in the quality of such Service;
"Internet"	means the global data network comprising interconnected networks using the TCP/IP protocol suite;
"Losses"	any and all actions, awards, costs, claims, damages, losses (excluding those losses liability for which are excluded in accordance with clause 17.2), demands, expenses, fines, judgments, penalties and proceedings (including any and all liabilities arising from the employment or engagement (or the termination thereof) of any individual as provided for in clause 28) and any other losses or liabilities;
"Master Agreement"	means the master agreement between the Customer and O2 which sets out the legal terms and conditions on which O2 will make Services available to the Customer from time to time comprising of the document entitled "Your Master Agreement" and these General Conditions;
"Minimum Term"	means the initial period of the Call-off Contract as specified in the Commercial Schedule or as otherwise agreed by the parties in writing from time to time;
"Network"	means the O2 network and the network of any Third Party used by O2 to supply the Services, as applicable;
"O2"	means Telefónica UK Limited as set out in the document entitled "Your Master Agreement";
"O2 Employee"	means any employee or other staff of O2 or an O2 Affiliate or any employee or other staff of any direct or indirect subcontractor or supplier of O2 or an O2 Affiliate who provides the Services on behalf of O2;
"O2 Representative"	means a representative of O2 and which includes a representative of O2's suppliers;
"O2 Supplied Equipment"	means equipment provided to the Customer by O2 under the Call-off Contract which may be used in the provision of the Services, as detailed in the Commercial Schedule, order form or other document agreed between the parties from time to time;
"O2 Website"	means www.o2.co.uk ;
"Rental Charges"	means the monthly non-usage dependent part of the Charges for the Services, as specified in the Commercial Schedule, and/or on the O2 Website (as amended from time to time in accordance with the terms of this Master Agreement or any Call-off Contract);
"Replacement Services"	means all or part of the Services or services substantially similar to all or part of the Services which are provided by an entity other than O2 following the termination of the Call-off Contract (or the relevant part of the Call-off Contract) or the termination of any or all of the Services;

Term / Expression	Meaning
"RPI Rate"	means the "RPI Percentage change over 12 months: monthly rate" announced by the Office for National Statistics in February at https://www.ons.gov.uk/ (such url as may be updated from time to time), or if such index ceases to be published, such index which supersedes or replaces it or the index which in O2's reasonable opinion most nearly corresponds with the same and which will be notified by O2 to its customers on the O2 Website;
"Service"	means the services provided by O2 as such services are described in the Terms, Service Schedules, Commercial Schedule as applicable or as otherwise agreed by the parties in writing from time to time, including but not limited to Ancillary Services;
"Service Commencement Date"	in respect of a Service or a particular instance of a Service means the date on which that particular Service or particular instance of a Service is first provided to the Customer, or as otherwise explicitly set out in the Call-off Contract;
"Services Provider"	means a provider of telecommunications services or other services similar to the Services, including O2 or an O2 Affiliate or any direct or indirect supplier of O2 or an O2 Affiliate;
"Service Schedule"	means any document entitled "Service Schedule" containing additional terms relating to a particular Service which schedule shall form part of the Call-off Contract;
"Service Transfer"	means the transfer of a Service (or any part of a Service) that had been provided pursuant to the Call-off Contract (as a result of termination of the Call-off Contract or otherwise);
"Site"	means (where applicable) a physical location at which any O2 Supplied Equipment shall be located and/or at or to which a Service shall be provided;
"Software"	means any software, excluding End User Licensed Software, supplied to the Customer by O2 under the Call-off Contract and includes all other software identified in the Call-off Contract as "Software";
"Successor Supplier"	means any entity (including the Customer where relevant) which provides the Replacement Services;
"Target Delivery Date"	in respect of a Service means the date for the commencement of the provision of the relevant Service as specified by O2;
"Termination Fee"	in respect of a Service, means the termination fee set out in the Commercial Schedule or otherwise agreed by the parties in writing;
"Terms"	means documents entitled "Terms" containing additional terms relating to particular Services or O2 Supplied Equipment which shall form part of the Call-off Contract;
"Third Party"	means a person, company or entity other than O2 or the Customer;
"Transferring Employee"	means any employee, consultant, agent or sub-contractor (or an employee or consultant thereof) engaged or employed by the Customer or any Third Party to provide a Service or services similar to a Service or any part of a Service;;
"TUPE Regulations"	means the Transfer of Undertakings (Protection of Employment) Regulations 2006, (as amended, re-enacted or extended from time to time);
"User"	means Customer Employees, Customer Affiliates, subcontractors, agents and anyone else, who in each case is permitted by the Customer to use the Service; and
"Working Day"	means Monday to Friday (excluding UK bank and public holidays).

1.2 Unless otherwise stated, references to:

- a) clauses and sub-clauses refer, to clauses and sub-clauses of these General Conditions, the relevant Terms, the relevant Service Schedule or other schedule of the Master Agreement or a Call-off Contract (as applicable);
- b) schedules are to the schedules of the Master Agreement or a Call-off Contract (as applicable);
- c) and references to paragraphs are to the paragraphs of appendices to the General conditions, the relevant Terms, the relevant Service Schedules or other schedule of the Master Agreement or a Call-off Contract (as applicable).

- 1.3 In clauses 1.4 to 1.10 any reference to the Master Agreement or a Call-off Contract shall include a reference to each document making up the Master Agreement and such Call-off Contracts.
- 1.4 The headings in the Master Agreement and each Call-off Contract are for ease of reference only and shall not affect its construction.
- 1.5 References in the Master Agreement and each Call-off Contract to any statute or statutory instrument shall include any re-enactment, modifications or amendments thereto for the time being in force.
- 1.6 Unless the context otherwise requires, the singular shall include the plural and vice versa.
- 1.7 Any obligation (including an obligation to "procure" or "ensure") assumed by an obligor under the Master Agreement or a Call-off Contract takes effect as a primary obligation.
- 1.8 Any words in the Master Agreement or Call-off Contract following the terms "including", "include", "in particular", "for example" or any similar expression shall be construed as illustrative and shall not limit the generality of the related general words.
- 1.9 References in the Master Agreement or a Call-off Contract to a Service shall include any instance of such Service as applicable (for example, reference to a landline Service shall include both all landline Services provided to the Customer and/or each individual landline, as the context requires).
- 1.10 Where a term or acronym appears in capital letters and is not specifically defined in the Master Agreement or a Call-off Contract it shall have its industry standard meaning as would be reasonably understood by a customer or supplier of telecommunications or information technology services.

2 COMMENCEMENT AND TERM

- 2.1 Each Call-off Contract shall commence on the Call-Off Commencement Date and, subject to earlier termination in accordance with clause 12 or any other relevant term of the Call-off Contract, shall continue for the Minimum Term and thereafter until terminated in accordance with the relevant Call-off Contract.
- 2.2 In consideration of the Customer paying the Charges and fulfilling all of its commitments as set out in the Call-off Contract, O2 shall supply the Services and/or O2 Supplied Equipment as applicable in accordance with the terms of the Call-off Contract.
- 2.3 O2 shall commence supplying a Service on the relevant Service Commencement Date and shall supply those Services until terminated by either party in accordance with the provisions of the Call-off Contract.

3 O2 OBLIGATIONS

- 3.1 O2 will supply the Services:
 - a) with the reasonable skill and care of a competent telecommunications service provider;
 - b) using appropriately trained, qualified and experienced personnel; and
 - c) in accordance with Applicable Laws.
- 3.2 O2 will hold and continue to hold any licences, consents and/or notifications required under any Applicable Laws to provide the Services and/or O2 Supplied Equipment.
- 3.3 O2 does not guarantee that the Services will be continuously available and/or fault-free, but this will not affect any specific availability or service levels which may be agreed between the parties in respect of a particular Service as set out in the Commercial Schedule, a Service Schedule or as otherwise agreed by the parties in writing from time to time.

- 3.4** O2 shall use reasonable endeavours to provide the Services and/or O2 Supplied Equipment within any time periods and/or by any date indicated to the Customer, but all time periods and dates (including the Target Delivery Date) are estimates and except where explicitly stated O2 shall have no liability for any failure to meet any date or perform any of its obligations within the time period indicated.
- 3.5** O2 shall co-operate, and use commercially reasonable endeavours to procure that each O2 supplier co-operates, with the Customer and any Third Party specified in the Commercial Schedule, a Service Schedule or otherwise agreed by the parties in writing from time to time and engaged by the Customer to provide related services to the Customer, so as to integrate (where reasonably requested by the Customer) other services, technologies, products, materials or Customer Equipment supplied by the Customer or any Third Party with the relevant Services.
- 3.6** The co-operation referred to in clause 3.5 shall only apply where the need to integrate the Services is set out clearly in the Commercial Schedule, the Service Schedule or otherwise agreed by the parties in writing from time to time and the costs of such co-operation shall be charged by O2 and paid by the Customer. O2 will not be required to integrate or interface the Services with any of the Customer's other services, technologies, products, materials or Customer Equipment.
- 3.7** The Customer acknowledges that some of the Services enable access to the Internet and that use of the Internet is solely at the Customer's risk and subject to all Applicable Laws. O2 has no responsibility for any information, software, services, goods or other materials obtained by the Customer using the Internet.

4 THE CHARGES

- 4.1** Most Charges are set out in the Commercial Schedule. Where a Charge is not set out in the Commercial Schedule, the Charge shall be:
- a) as set out on the O2 Website at the time the O2 Supplied Equipment, Service or other agreed product or service was supplied; or
 - b) as otherwise notified to the Customer by O2 (including in a Service Schedule) from time to time.
- 4.2** The Charges are exclusive of value added tax and other customs duties or taxes which may arise from time to time in connection with the provision of the Services or O2 Supplied Equipment, and which will be charged at the prevailing rate.

5 INVOICING AND PAYMENT

- 5.1** Unless otherwise agreed with the Customer, O2 may issue to the Customer on a monthly basis in relation to Services and on delivery in relation to O2 Supplied Equipment one or more invoice(s) which shall set out the Charges due under each Call-off Contract. The Customer shall pay the Charges with the frequency set out in the Commercial Schedule or as otherwise agreed by the parties in writing from time to time.
- 5.2** If the parties agree that payments of the Charges to O2 are to be made by credit card and if payments of such Charges are not made on the due date, O2 is authorised to debit the Customer's nominated credit card company with all Charges due and payable to O2.
- 5.3** The Customer shall pay each invoice issued by O2 under a Call-off Contract (including any invoice relating to Termination Fees) within thirty (30) days of the date of invoice or such other payment terms as are specified in the Commercial Schedule or otherwise agreed by the parties in writing from time to time. The invoice shall be deemed paid once O2 receives such payment as cleared funds in its nominated bank account.

- 5.4 The Customer shall pay the Charges (including any Termination Fees) in full without any deduction or set off.
- 5.5 O2 may, without prejudice to any other rights it may have, set off any liability of the Customer to O2 against any liability of O2 to the Customer.

Late payment

- 5.6 Without prejudice to any other rights of O2 but subject to clause 5.7, in the event of the Customer failing to pay any sums due to O2 on time or at all, notwithstanding notification by O2 of the overdue debt to the Customer, O2 shall be entitled to:
- a) charge interest (both before and after any judgment) on amounts overdue from the Customer under the Call-off Contract from the due date until the payment is actually made at the rate of 4% per annum over the base rate of the Bank Of England for the time being during the relevant period; and
 - b) suspend the provision of the relevant Services with as much prior notice as O2 considers to be reasonably practicable, until such time as all payments due including all interest accrued has been paid and satisfied in full.
- 5.7 The provisions of clause 5.6 shall not apply to any sums disputed by the Customer if:
- a) the dispute is reasonable and bona fide; and
 - b) the Customer notifies O2 of the disputed sum within thirty (30) days of the date of the relevant invoice.

Separate invoicing arrangements

- 5.8 If O2 and the Customer agree in writing that O2 will issue individual invoices for the Services for all or some of the Customer's Users, the Customer will:
- a) ensure that each User pays O2 within 30 days of the invoice date either by direct debit or by continuous credit card authority (and updates O2 promptly if their direct debit or credit card details change); and
 - b) remain liable to O2 for all Charges whether or not invoiced to Users in accordance with clause 5.8 a). If Users do not pay their individual invoices within thirty (30) days of the invoice date, the Customer must pay them within seven (7) days thereafter.
- 5.9 If the Customer, in breach of clause 5.8 a) does not ensure that all Users pay by direct debit or by continuous credit card authority, O2 may charge the Customer for the additional cost of processing non-electronic payments from Users.

Credit security

- 5.10 Following any credit check required prior to O2's acceptance of the Customer's application for Services (and as described in clause 29), O2 may require from the Customer a deposit as security for payment of Charges. The Customer may request the return of any deposit paid at the expiry of each 12 month period after the deposit was taken but the decision to return any deposit prior to termination of a Call-off Contract will be at the discretion of O2.

6 CUSTOMER OBLIGATIONS

- 6.1 The Customer shall and shall procure that Users (or anyone having access to the Services and/or the O2 Supplied Equipment), shall:
- a) co-operate with O2 in all matters relating to the Services and/or the O2 Supplied Equipment;

- b) comply with any reasonable instructions from O2 or any O2 Representative and with any health and safety, security, use of Network, acceptable use and fair usage policies as may be implemented and/or amended from time to time relating to the use of the Services and/or the O2 Supplied Equipment;
- c) make available to O2 and O2 Representatives such access to staff of the Customer who are familiar with the Customer's systems and equipment and software as O2 may reasonably require in connection with the supply of the Services;
- d) not use the Services and/or the O2 Supplied Equipment in a manner which damages the reputation of O2 or O2's suppliers, is inconsistent with a reasonable customer's good faith use of the Services and/or the O2 Supplied Equipment, and/or adversely affects the provision of the Services and/or O2 Supplied Equipment to other customers;
- e) not use the Services and/or the O2 Supplied Equipment fraudulently, or in connection with a criminal offence;
- f) not use the Services and/or the O2 Supplied Equipment in a way that contravenes any Third Party's rights or any Applicable Laws, licence, code of practice, instructions or guidelines issued by a relevant regulatory authority;
- g) hold and will continue to hold any licences, consents and/or notifications required under any applicable legislation, regulation and/or administrative order to receive and use the Services and/or the O2 Supplied Equipment;
- h) use O2 Supplied Equipment for the purposes of receiving or using the Services in accordance with the Call-off Contract and for no other purpose;
- i) be responsible for the O2 Supplied Equipment when it is on the Site and will not move, add to, modify or in any way interfere with the O2 Supplied Equipment (including to not remove, tamper with and/or obliterate any words or labels on it), nor allow anyone else (other than someone authorised by O2) to do so;
- j) not have the O2 Supplied Equipment repaired or serviced except as authorised by O2;
- k) keep the O2 Supplied Equipment fully insured for risk of loss, theft, destruction, damage and to inform O2 if the O2 Supplied Equipment is lost, stolen or damaged;
- l) permit O2, O2 Representatives and/or O2's suppliers to inspect or test the O2 Supplied Equipment at all times on reasonable notice and, following the termination of the Services, to recover it;
- m) if requested by O2, return, or arrange for the return of, O2 Supplied Equipment to O2 or O2 Representatives strictly in line with O2's instructions;
- n) notify O2 of any methods of doing business which may affect the Customer's use of the Services and/or the O2 Supplied Equipment or the Customer's ability to comply with the terms of the Call-off Contract; and
- o) notify O2 immediately (and confirm in writing) on becoming aware that any person is making improper or illegal use of the Services.

6.2 Subject to clause 10, the Customer agrees that it is procuring the Services solely for its own use and that it will not re-sell or otherwise act as any form of distributor in respect of the Services.

6.3 The Customer shall not create or allow any charges, liens, pledges or other encumbrances to be created over the O2 Supplied Equipment.

- 6.4** The Customer shall provide O2 with any and all information and/or assistance that O2 may require in order to perform the Services and/or supply the O2 Supplied Equipment. The Customer shall ensure the information is complete and accurate. O2 shall not be responsible for any failure and/or delay to provide the Services or the O2 Supplied Equipment if such failure and/or delay is a result of the Customer's failure to provide O2 with the required information and/or assistance. The Customer shall reimburse O2 for any administrative charges that it incurs as a result of information that it receives in accordance with this clause 6.4 that is incomplete or inaccurate.
- 6.5** O2 does not guarantee that any Software supplied as part of the O2 Supplied Equipment will be uninterrupted or error free and O2 is not responsible for fixing any bugs, errors or omissions in the Software.
- 6.6** The Customer warrants to O2 that it will take all reasonable steps (including testing with up-to-date commercially available virus detection software) to ensure that any software used with or in connection with the Services and/or the O2 Supplied Equipment is not infected by viruses and/or logic bombs, worms, trojan horses and any other types of disruptive, destructive or nuisance programs. O2 shall not be responsible for any pre-existing viruses or any viruses introduced by the Customer to the O2 Supplied Equipment (including any related Software).

7 ORDERING SERVICES AND O2 SUPPLIED EQUIPMENT

- 7.1** O2 shall, within a reasonable period of its receipt of a request for Services or O2 Supplied Equipment, indicate to the Customer whether it wishes to provide the Services and/or O2 Supplied Equipment requested and, if O2 indicates that it does:
- a) where the Services and/or O2 Supplied Equipment are to be provided on the terms set out on the O2 Website, O2 may issue a quote or order documentation which incorporates the terms of the O2 Website applicable to the Service, any applicable Service Schedules and any alternative terms appearing on or referred to in any other communication or purchase order, (whether oral, in writing or by electronic means) issued by the Customer shall be ineffective unless expressly incorporated in the quote or order documentation issued by O2;
 - b) where the Services and/or O2 Supplied Equipment are to be provided other than on the terms set out on the O2 Website, the parties shall work together in good faith to produce and agree a Commercial Schedule and the associated terms of the Call-off Contract in respect of the services and/or equipment requested; and
 - c) where the Services and/or O2 Supplied Equipment are to be provided on the terms of an existing Call-off Contract, the parties shall agree an appropriate variation to such Call-off Contract to cover such services and/or equipment and any additional Customer obligations required for the Customer to use the Services and/or O2 Supplied Equipment in question.
- 7.2** O2 reserves the right to add to, substitute, or to discontinue any item of O2 Supplied Equipment at any time. O2 does not guarantee the continuing availability of any particular item of O2 Supplied Equipment.
- 7.3** O2's Representatives are not authorised to make any warranty or representations concerning the Services or O2 Supplied Equipment unless confirmed by O2 in writing. In ordering Services or O2 Supplied Equipment pursuant to the Master Agreement or under any Call-Off Contract the Customer acknowledges that it does not rely on any such representations which are not so confirmed.
- 7.4** Once accepted by O2, an order for Services and/or O2 Supplied Equipment may not be revoked by the Customer.

8 VARIATIONS

- 8.1 Subject to any specific procedures otherwise set out in the Call-off Contract, the Customer may request a change to the Master Agreement, the Call-off Contract and/or the Services by submitting a request in writing.
- 8.2 O2 shall supply to the Customer a written response confirming whether or not O2 would be prepared to accept the changes and setting out:
- a) any additional Charges that would result from the change (e.g. Termination Fees in the case of termination of an instance of a Service) and/or any changes to existing Charges;
 - b) any Customer dependencies relating to the change; and
 - c) the timescales for the delivery of the change which shall, unless otherwise stated in O2's written response run from the date on which the Customer notifies O2 that it wishes to proceed with the change.
- 8.3 The Customer shall confirm to O2 in writing within fourteen (14) days of the date that it receives O2's response whether or not it would like to proceed with the change and, if O2 considers that the Customer's request requires the execution of a formal variation to the Call-off Contract, the Customer shall execute such change control documentation or variation setting out any additional or alternative terms as O2 shall stipulate.
- 8.4 Until the Customer provides written confirmation that it wants to proceed or, if later executes the application documentation requested by O2, O2 will continue to implement, deliver and/or support the Services as detailed in the Call-off Contract and the Customer shall continue to meet its obligations under the Call-off Contract.
- 8.5 Subject to any specific procedures otherwise set out in the Call-off Contract, O2 reserves the right from time to time to vary: (i) how it provides the Services; (ii) the Charges; and/or (iii) any other provision of the Master Agreement or any Call-off Contract:
- a) by giving as much notice as is reasonably practicable where the variation arises due to changes imposed by Third Party manufacturers, Third Party suppliers, a regulatory body or as a result of a change in applicable law, regulation, guideline or code of conduct; and
 - b) in all other circumstances, by giving the Customer thirty (30) days' notice in writing of such variation, or in the case of any provisions or Charges set out on the O2 Website, by publishing the variations on the O2 Website at least thirty (30) days before such changes come into effect.
- 8.6 The Rental Charges will increase annually by the RPI Rate. If the RPI Rate is equal to or less than zero the Customer's Rental Charges will not be amended. The increase in Rental Charges will take effect in the Customer's April bill following the publishing of the RPI Rate.
- 8.7 Subject to clause 8.8 and clause 8.9, the Customer shall be entitled to terminate the Master Agreement or the Call-Off Contract without paying Termination Fees (subject to clause 8.13) by providing 30 days' notice in writing if:
- a) O2 increases the prices set out on the O2 Website and/or the Charges in respect of the Services pursuant to clause 8.5 other than in accordance with clause 8.6 or as otherwise permitted under the terms of the Master Agreement or the Call-Off Contract; or

- b) O2 varies the terms of this Master Agreement, the Call-Off Contract, the Services, the Network, the Software or the O2 Supplied Equipment (other than as permitted under the terms of the Agreement or the Call-off Contract) pursuant to this clause and O2 believes that such variation is not exclusively to the Customer's benefit,

provided that the Customer's notice is provided in accordance with the instructions set out in O2's notice of the changes to the Master Agreement or the Call-Off Contract and provided to O2 within 30 days of the date that the change is notified to the Customer. Where the Customer terminates the Master Agreement or the Call-Off Contract in accordance with this clause 8.7, the Master Agreement or the Call-Off Contract will terminate on the earlier of:

- c) 30 days after the Customer's notice is deemed delivered in accordance with this clause 8.7 and clause 26;
- d) the date on which the change comes into effect or, where this is not feasible due to the timing of the Customer's notice of termination, as soon as reasonably possible after that date; or
- e) a date agreed in writing by O2 and the Customer.

8.8 Subject to clause 8.9, where a change giving the Customer a right to terminate under clause 8.7 arises, the right to terminate shall apply only in respect of the Call-Off Contract(s) affected by the change and shall not apply in respect of the Master Agreement unless the Master Agreement is also affected by the change.

8.9 The right to terminate in clause 8.7 above shall not apply where:

- a) O2 makes any change to the Master Agreement, the Call-Off Contract, Charges, O2 Supplied Equipment, Network, Services or Software that O2 believes is exclusively to the Customer's benefit or where the change is made for any of the following reasons:
 - i) the change is purely administrative and has no negative effect on the Customer including but not limited to any change to O2's contact details, registered office or non-contractual processes, for example contacting O2 to speak to an account manager, raise faults or disputes or any other process change which O2 may make from time to time;
 - ii) there is a change in applicable law, regulations or the rules of a regulatory body, listing authority or governing body that applies to O2 and/or the Network, O2 Supplied Equipment, Services or Software that are provided by O2;
 - iii) O2 has a legal or regulatory obligation to pass on cost increases and/or changes to the Master Agreement, applicable Call-Off Contract, Network, O2 Supplied Equipment, Services or Software for example where the service charge for calling 084, 087, 09 and 118 numbers increases;
- b) the Master Agreement, the Call-Off Contract, Charges, O2 Supplied Equipment, Network, Services or Software change for the following reasons:
 - i) changes are made to the O2 Supplied Equipment, Network, Software or Services where the O2 Supplied Equipment, Network, Software or Services are variable, including but not limited to;
 - 1) changes to the features or functionality of the O2 Supplied Equipment, Network, Services or Software;

- 2) changes to operational or administrative elements of the Services including but not limited to changes to the hours during which the Customer can contact O2 and changes to or removal of individual communication channels through which the Customer can contact O2, changes to any portal, platform or similar tool that O2 uses or makes available for the Customer to use in communicating with O2 and managing the provision of the Services (including changes to any billing platform used by O2 from time to time) and any other changes in relation to the processes through which O2 delivers the Services;
 - 3) any changes to the Network which reflect the overall variability of the Network including but not limited to any routine maintenance updates and upgrades;
 - 4) the replacement of any O2 Supplied Equipment, Services or Software which is no longer supported by the manufacturer or which O2 otherwise determines to be end-of-life with equipment, services or software of an overall equivalent specification or standard;
 - 5) changes to the Services, Software or O2 Supplied Equipment where there is a minimum technical requirement for equipment, services or software which the Customer must maintain in order to make use of the Services (including but not limited to a requirement to have a 2G or 3G service where this is withdrawn) and the Services, Software or O2 Supplied Equipment are changed because the Customer no longer meets the minimum technical requirements specified by O2 from time to time and the Customer either does not implement any changes to the Customer's equipment, services or software required to meet the minimum technical requirement or, where such equipment, services or software are supplied by O2, where the Customer does not agree to accept new or updated equipment, services or software from O2 which would meet the minimum technical requirement;
- ii) changes to international call rates that are directly linked to increases in wholesale rates or technological changes notified to O2 by other providers, including but not limited to the withdrawal of 2G or 3G services. Any changes to Charges or the Services or O2 Supplied Equipment under this clause 8.9 b) ii) will be notified to the Customer and will not be made more frequently than once per month;
 - iii) changes to third party charges or costs which are passed on to us by a Third Party which are directly attributable to the Master Agreement, the Call-Off Contract, Charges, O2 Supplied Equipment, Network, Services or Software;
 - iv) where O2 has provided general product or service descriptions in relation to the O2 Supplied Equipment, Network, Services or Software such descriptions are indicative guidance only and O2 may substitute the O2 Supplied Equipment, Network, Services or Software for those of an overall equivalent standard even if the exact features and functionality may differ;
 - v) changes to Charges or other costs which are based on the cost of providing the Services, O2 Supplied Equipment, Software or Network to the Customer or carrying out the relevant task in relation to the Services, only to the extent that any change is directly attributable to a change in the cost to O2;
 - vi) where O2 believes that the change is necessary for technical or security reasons;
 - vii) where O2 has agreed to provide power or other utilities as part of the Services, and there is any increase to the price payable to a third party (excluding any Affiliate) for such power or other utilities;

provided that O2 will notify the Customer of any changes under this clause 8.9 b) in accordance with this clause 8 and clause 26. If O2 believes that a change under this clause 8.9 b) is likely to materially disadvantage the Customer, O2 will notify the Customer of their right to terminate this Master Agreement or the Call-Off Contract(s) in accordance with clause 8.7 and the Customer may terminate the Master Agreement or the Call-Off Contract (as the case may be) without paying Termination Fees, subject to clause 8.13.

- c) the increases in prices or Charges or the variation of the Master Agreement, the Call-off Contract, O2 Supplied Equipment, Network, Services or Software has been agreed by the Customer, including any increase under clause 8.6,

O2 may inform the Customer of any changes made for the reasons set out in this clause 8.9 in accordance with this clause 8 and clause 26. If the Customer decides to terminate the Master Agreement or the Call-Off Contract due to a change made for the reasons set out in this clause 8.9, the Customer may still be required to pay a Termination Fee.

8.10 Subject to clauses 8.8 and 8.9, if the change to the Master Agreement or the Call-Off Contract which is referred to in clause 8.7 of these General Conditions relates:

- a) only to an Add-On Service that the Customer has already signed up to, and the Customer decides to terminate the Master Agreement or the Call-Off Contract due to the change in the Add-On Service, the Customer may still be required to pay a Termination Fee for terminating the Services other than the Add-On Service early (as the Customer already has the right to end the Add-On Service at any time). O2 will confirm any such applicable Termination Fee to the Customer;
- b) only to a Ancillary Service that the Customer has not already signed up to, the Customer will not have the right to terminate the Master Agreement or the Call-Off Contract without paying a Termination Fee; or
- c) only to a Ancillary Service that the Customer has already signed up to, and the changes are not exclusively to the Customer's benefit, O2 will notify the Customer of this and inform the Customer of the right to terminate the affected Ancillary Service and the Master Agreement or applicable Call-Off Contract without paying a Termination Fee, subject to clause 8.13.

8.11 Where O2 enables the Customer to use services, software or equipment under the Master Agreement or the Call-Off Contract(s) that is supplied by a Third Party and is subject to that Third Party's terms and conditions, including but not limited to End User Licenced Software, O2 is not responsible for any changes made by that Third Party to the Third Party's services, equipment, software, charges or terms and conditions, or for notifying the Customer of those changes as such changes are outside the control of O2 and O2 may not be aware of them.

8.12 If the Customer has entered into other agreements with O2, the Customer may in certain circumstances be able to terminate those agreements where the Customer terminates this Agreement in accordance with clause 8.7. For the avoidance of doubt, changes to this Agreement will not give rise to a right to terminate any other agreement which is not linked to this Agreement and O2 will notify the Customer in accordance with the terms of the relevant agreement if the Customer has a right to terminate any other agreement because of a change made by O2 to this Agreement.

8.13 Termination of the Agreement in accordance with clause 8.7 will not affect the Customer's requirement to pay the Charges relating to the Master Agreement or the Call-off Contract (as the case may be) incurred prior to the date of termination, but, in this event, subject to clause 8.9 the Customer shall not be liable for any Termination Fees in respect of the Services. Where the Customer terminates the Master Agreement or the Call-off Contract (as the case may be) in accordance with clause 8.7, the Customer will be obliged to pay any outstanding or overdue charges and;

- a) where the agreement includes O2 Supplied Equipment, the charges in respect of the cost of that O2 Supplied Equipment; and
- b) where the Master Agreement or Call-off Contract includes any volume-, value- or time- based or other incentives which the Customer has received the benefit of prior to termination, including but not limited to any equipment fund or transformation fund, a payment equivalent to the proportion of the incentive that the Customer has had the benefit of relating to the period between termination of the Agreement and the end of the Minimum Period, or the proportion of the incentive which the Customer has had the benefit of prior to the date it should have vested in accordance with the applicable terms for that incentive, where such incentive has been partly or fully used by the Customer.

O2 shall confirm any such applicable Charges under this clause 8.13 to the Customer following receipt of notice to terminate in accordance with clause 8.7.

8.14 For the avoidance of doubt:

- a) where the Master Agreement, the Call-off Contract, O2 Supplied Equipment, Network, Services or Software is not provided in accordance with the agreed standards set out in the Master Agreement or the Call-off Contract this shall not be regarded as a change to the contractual terms of the Master Agreement, the Call-off Contract or a change to the Services, O2 Supplied Equipment, Network or Software but as a breach of the Master Agreement or the Call-off Contract by O2 (as the case may be), in which case the contractual remedies set out in the Agreement shall apply and the Customer shall have no right to terminate in accordance with clause 8.7; and
- b) if the Customer requests any change to the Master Agreement, the Call-off Contract, Charges, O2 Supplied Equipment, Network, Services or Software and O2 agrees to such change, the Customer will not have a right to end the Agreement under clause 8.7.

8.15 No other variations of the Master Agreement, the Call-off Contract and/or the Services shall be effective unless it is in writing, refers to the Master Agreement, the Call-off Contract and/or the Services (as applicable) and is signed by each party (or its authorised representative).

9 ANTI-BRIBERY AND CORRUPTION

- 9.1** In addition to and without prejudice to clauses 6.1 a) or 6.1 e), O2 and the Customer each agree and undertake to the other that in connection with the Call-off Contract and the transactions contemplated by the Master Agreement, they will each respectively comply with all Applicable Laws of the United Kingdom relating to anti-bribery and anti-money laundering.
- 9.2** In the event that O2 or the Customer (as applicable) (the "Enquirer") has any basis for a good faith belief that the other party may not be in compliance with the undertakings and/or requirements set out in clause 9.1, the Enquirer shall advise the other party in writing and the other party shall cooperate fully with any and all enquiries undertaken by or on behalf of the Enquirer in connection therewith, including by making available the other party's relevant personnel and supporting documents if reasonably deemed necessary by the Enquirer.

- 9.3 Any breach by a party of this clause 9 shall be deemed to be a material breach of the Call-off Contract not capable of remedy for the purposes of clause 12.3 a) or 12.4 a) as applicable.

10 USERS

- 10.1 O2 acknowledges that the Customer may permit its Users to use the Services and/or O2 Supplied Equipment supplied by O2 to the Customer under the Call-off Contract. However, no such User shall have any right to enforce the Customer's rights under the Call-off Contract against O2 directly, and the Customer shall procure that any claim in relation to the subject matter of the Master Agreement and/or any Call-off Contract in respect of any such User is brought solely by the Customer on behalf of any such User.
- 10.2 The Customer will procure that all Users are aware of and comply with the terms of the Master Agreement and the relevant Call-off Contract and any act or omission of any User in relation to the Master Agreement and/or the relevant Call-off Contract shall be treated as the act or omission of the Customer.
- 10.3 The Customer shall indemnify and hold harmless O2 against any Losses suffered or incurred by O2 arising from any claims made against O2 directly by a User of the Customer arising out of or in connection with their use of the Services and/or O2 Supplied Equipment under the Call-off Contract.
- 10.4 The limitations and exclusions of liability contained in the Call-off Contract shall apply to any claims brought by or on behalf of the Customer and/or Users, and the involvement of one or more of its Users shall not give rise to any increase in or multiplication of any cap placed upon O2's liability.
- 10.5 This clause 10 shall remain in full force and effect notwithstanding any termination of the Call-off Contract.

11 SUSPENSION

Planned Outages

- 11.1 O2 may, from time to time, upon reasonable notice where practicable, suspend the Services during any modification or maintenance of the Network and, unless specifically agreed with the Customer, shall have no liability in relation to such suspension.

Unplanned Outages

- 11.2 O2 may, from time to time and without notice or liability to the Customer, suspend the Services during any technical failure of the Network, because of an emergency or upon instruction by emergency services or any government or appropriate authority or for the Customer's or Users' own security.
- 11.3 O2 shall use reasonable endeavours to restore the Services suspended in accordance with clause 11.1 or 11.2 as soon as reasonably practicable.

Actions of the Customer

- 11.4 O2 may, without prejudice to its other rights under these General Conditions, suspend or disconnect the Services without notice in any of the following circumstances:
- a) if the Customer fails to comply with the terms of the Call-off Contract after being given written notice of its failure (including failure to pay any Charges due); or

- b) if the Customer allows anything to be done which in O2's reasonable opinion may have the effect of jeopardising the operation of the Services or Network if applicable, or if the Services are being used in a manner prejudicial to the interests of O2 and/or a supplier of O2.

11.5 If O2 has suspended the Services in accordance with clause 11.4, O2 shall restore the Services when the circumstance described in clause 11.4 is remedied.

Actions of O2's suppliers

11.6 O2 may, without prejudice to its other rights under these General Conditions, suspend or terminate a Service if an O2 supplier suspends, terminates or lets expire the provision of services to O2 which O2 requires to provide such Service and for which O2 is unable to find a replacement supplier, having used its reasonable endeavours. O2 will provide as much notice as is reasonably possible.

Actions by regulators

11.7 O2 may, where requested by or on behalf of a regulatory body (including because of fraud or misuse) or required to do so by law, suspend any Services provided under the Call-off Contract.

Consequences of suspension

11.8 The Customer shall remain liable for:

- a) all Charges levied in accordance with the Call-off Contract during any period of suspension; and
- b) where the Services are suspended or disconnected pursuant to the circumstances described in clause 11.4, all reasonable costs and expenses incurred by O2 in the implementation of such suspension or disconnection.

12 TERMINATION

Termination for convenience

12.1 The Customer may terminate any Call-off Contract (in whole or in relation to a particular Service) by:

- a) providing to O2 thirty (30) days' notice in writing; and
- b) paying O2 the applicable Termination Fees in respect of the Service or Services being terminated.

For the avoidance of doubt, Termination Fees may be payable in accordance with the Service Schedule, the Commercial Schedule or as otherwise agreed in writing by the parties from time to time if the Customer terminates an order for Services prior to the Service Commencement Date; prior to the expiry of any applicable Minimum Term or before other agreed metrics have been achieved.

12.2 Unless specified otherwise in a Service Schedule, the Commercial Schedule or agreed in writing by the parties and without prejudice to any of its other rights to terminate a Call-off Contract, O2 may terminate any Call-off Contract (in whole or in relation to a particular Service) by providing to the Customer thirty (30) days' notice and, in this event, the Customer shall not be liable for any Termination Fees.

Termination for cause

12.3 The Customer may terminate any Call-off Contract by providing to O2 thirty (30) days' notice in writing in the event that O2:

- a) has committed a material breach of the Call-off Contract that is incapable of remedy; or

- b) has committed a material breach of the Call-off Contract that is capable of remedy and O2 has failed to remedy that breach within thirty (30) days of the Customer supplying written notice specifying the breach and requiring its remedy.

12.4 O2 may terminate any Call-off Contract (in whole or in relation to a particular Service) by providing thirty (30) days' notice in writing:

- a) in the event that the Customer has committed a material breach of the Call-off Contract that is incapable of remedy;
- b) in the event that the Customer has committed a material breach of the Call-off Contract that is capable of remedy and the Customer has failed to remedy that breach within thirty (30) days of O2 supplying written notice specifying the breach and requiring its remedy; or
- c) if any of the events described in clauses 6.1 e), 6.1 f), 9 and/or 11.4 b) occurs.

Insolvency

12.5 A party may terminate any Call-off Contract immediately on notice in writing to the other party in the event that bankruptcy or insolvency proceedings are brought against the other party, or if an arrangement with creditors is made, or a receiver or administrator is appointed over any of the other party's assets, or the other party goes into liquidation.

Consequences of termination

12.6 The expiration or termination of any Call-off Contract shall not affect the Master Agreement as a whole or any other Call-off Contracts in place between the parties.

12.7 If any Call-off Contract is terminated and the Customer wishes to transfer to another service provider, O2 will provide reasonable assistance to the Customer in respect of the transfer of the relevant Services in accordance with standard telecommunications industry practice.

12.8 Termination or expiry of any Call-off Contract for whatever reason shall not affect:

- a) the rights and obligations of the parties which have accrued prior to such termination or expiry; or
- b) any provisions of the applicable Call-off Contract which are of a continuing nature and any other provisions of the Call-off Contract necessary for their interpretation or enforcement.

12.9 On termination or expiry of any Call-off Contract (in whole or in relation to a particular Service):

- a) any sums properly due from one party to the other will become immediately due and payable (including Charges for the Service(s) up to the date of termination, Termination Fees relating to the Service(s) and/or Charges for any costs incurred by O2 in relation to O2 Supplied Equipment or Services ordered by the Customer but yet to be supplied by O2);
- b) the Customer shall cease using the Service(s); and
- c) each party will, on request, promptly return to the other all Confidential Information and other property belonging to the other relating to the Service(s) which is in its custody or control or will destroy such Confidential Information and certify such destruction to the other party.

13 EQUIPMENT

13.1 Certain elements of the Services are dependent on the Customer using the O2 Supplied Equipment or having suitable Customer Equipment available and in the event that the Customer does not use the correct O2 Supplied Equipment or is unable to provide the applicable Customer Equipment, then:

- a) the Services may not function correctly;
- b) O2 may choose not to provide the Customer with the relevant Services; and
- c) O2 shall have no liability for the Customer's inability to receive those Services and the Customer remains liable for the relevant Charges.

13.2 The Customer shall ensure that any Customer Equipment:

- a) is technically compatible with the Network and the relevant Service including conforming to any interface specifications and/or routing protocols specified by or on behalf of O2;
- b) does not harm the Network or equipment belonging to any Third Party;
- c) is connected to the Network and the relevant Service strictly in accordance with the instructions of O2; and
- d) is used by the Customer in compliance with any Applicable Laws and with any instructions, safety and security procedures, licences and standards.

13.3 If the Customer Equipment does not meet the requirements set out in clause 13.2, the Customer must immediately disconnect the Customer Equipment from the Network, the O2 Supplied Equipment and the Services.

13.4 O2 may disconnect the Customer Equipment, at the Customer's expense (providing as much prior notice as reasonably possible to the Customer) in the case of emergency or where the disconnection is required by Applicable Laws.

13.5 If the Customer asks O2 to test the Customer Equipment to make sure that it complies with the requirements set out in clause 13.2, the Customer must pay O2 the applicable Charges set out in the Commercial Schedule, on the O2 Website or otherwise agreed by the parties in writing from time to time.

14 O2 SUPPLIERS

14.1 The Customer acknowledges and agrees that O2 may use suppliers to supply the Services, the O2 Supplied Equipment and/or to carry out O2's obligations under a Call-off Contract. The Customer will give all such reasonable assistance and access to such suppliers as if they were O2 Employees.

15 INTELLECTUAL PROPERTY

15.1 All intellectual property rights in the Software, O2 Supplied Equipment, associated documents and all parts thereof will be and remain vested in and be the absolute property of the owner of the intellectual property rights in the Software, O2 Supplied Equipment or associated documents as appropriate, which owner shall be entitled to enforce any of the terms of the Call-off Contract relating to the Customer's use of that Software, O2 Supplied Equipment, associated documents and all parts thereof, directly against the Customer.

15.2 Unless otherwise specified in Call-off Contract, all intellectual property rights developed in the provision of any Service will vest in O2 or its licensors. O2 may use know-how acquired, principles learned or developed or experience gained during the performance of any Service, to perform work for other customers.

- 15.3** All information or materials exchanged between O2 and the Customer in connection with a Call-off Contract, together with the copyright therein, will remain the property of O2, O2's suppliers or the Customer as applicable and will be returned to the owning party on termination of the Call-off Contract, if requested by such party.
- 15.4** O2 grants to the Customer a non-exclusive, non-transferable licence to use, in object code form, any Software and the O2 Supplied Equipment provided by O2 or its suppliers solely in the United Kingdom in connection with the proper use of the Services. The Customer undertakes not to copy, alter, adapt, translate, software develop, decompile, license, sub-license, reverse engineer or resell any Software (or any part of the Software) or permit the whole or any part of the Software to be incorporated into any other computer programs, unless expressly permitted to do so by O2 or by Applicable Laws. This licence will terminate on the termination of the Call-off Contract (or any relevant part of the Call-off Contract).
- 15.5** The Customer shall accept and comply with all licence terms required from time to time by any Third Party provider of any Software or materials as agreed between the relevant Third Party and O2 and notified or otherwise provided to the Customer by O2.
- 15.6** O2 grants to the Customer a non-exclusive, non-transferable royalty free licence for the term of the Call-off Contract (in whole or in relation to a particular Service) to use any information or materials provided by O2 to the Customer under the Call-off Contract to the extent necessary for the Customer to receive the benefit of the Service. The Customer must not copy, reproduce, distribute, alter, adapt, translate, develop, decompile, license, sub-license, reverse engineer or resell any such information or materials (or any part thereof), unless expressly permitted to do so by O2 or Applicable Laws.
- 15.7** In the event that the Customer is subject to a claim by a Third Party in respect of any alleged infringement of any trademark, patent, registered design or copyright arising from its normal use or possession of the O2 Supplied Equipment, Software, information or materials provided by O2 then O2 will indemnify the Customer in relation to sums awarded or paid in settlement for such claim provided that the Customer promptly notifies O2 of such claim, makes no admission in respect of such claim, the Customer seeks to mitigate the loss where it can do so without unreasonable inconvenience or cost, allows O2 or its licensor to conduct all negotiations and proceedings (providing O2 or its licensor with all reasonable assistance) and allows O2 at O2's own discretion and expense to modify or replace the O2 Supplied Equipment, Software, information or materials so as to avoid any continuing infringement. This indemnity does not apply to any such infringements caused by the Customer's own breach of the terms of the Call-off Contract or the operation or use of the O2 Supplied Equipment, Software, information or materials in conjunction with other equipment and software or Services not supplied by O2 pursuant to the Call-off Contract in which event the Customer shall indemnify O2 in respect of any Losses arising from any such infringement by the Customer.
- 15.8** The Customer will not be entitled to and agrees not to:
- a) use in the course of trade or otherwise in relation to any goods or services of the Customer any registered or unregistered trademark, logotype or abbreviation of the name of O2 (or any of its suppliers) or any part thereof so that any person might reasonably import a connection between those goods or services and O2 (or any of its suppliers) or any part thereof;
 - b) register or attempt to register as a trade mark anything referred to in clause 15.8 a); and/or
 - c) authorise any Third Party to do anything referred to in clause 15.8 a).
- 15.9** The Customer further agrees not to infringe any intellectual property rights belonging to any Third Party in respect of any O2 Supplied Equipment.

End User Licensed Software

- 15.10** The Customer recognises that the Services may be dependent upon End-User Licensed Software (e.g. click-through licences) and if the Customer does not accept the licence terms relating to any End-User Licensed Software, O2 shall have no liability for any failure to provide or the Customer's inability to receive the Services where the Services depend on the use of such End-User Licensed Software.
- 15.11** Where the Customer accepts the terms of a licence in respect of any End-User Licensed Software, then those licence terms shall take precedence over any terms within the Call-off Contract relating to End-User Licensed Software and shall exclusively comprise the Customer's sole rights and remedies in respect of such End-User Licensed Software.

16 CONFIDENTIALITY

- 16.1** Either party receiving Confidential Information (the "Recipient") from the other (the "Disclosing Party") shall not, without the Disclosing Party's prior written consent, use that Confidential Information for any purpose other than for the purposes of fulfilling a party's obligations under the Call-off Contract, or disclose such Confidential Information to any person other than O2 Employees and Customer Employees as required officers and authorised subcontractors and suppliers who have a need to know that information ("Authorised Personnel").
- 16.2** Clause 16.1 shall not prohibit use or disclosure of Confidential Information by either party to the extent:
- a) the Confidential Information is published by or on behalf of the Disclosing Party or becomes generally known to the public otherwise than as a result of a breach of the Call-off Contract or any other obligation of confidentiality;
 - b) such Confidential Information was lawfully known to the Recipient prior to the time of disclosure by the Disclosing Party and is not subject to any obligations of confidentiality;
 - c) the Confidential Information was lawfully disclosed to the Recipient by a Third Party that was not itself under any obligations of confidentiality;
 - d) the Confidential Information is replicated or developed independently by or on behalf of the Recipient without access to or knowledge of the Confidential Information;
 - e) the disclosure is made to the professional advisers of a party provided that such professional advisers are made expressly aware of the confidential nature of the Confidential Information;
 - f) the disclosure of Confidential Information is required for the purposes of any judicial proceedings arising out of a breach of the Call-off Contract or any other agreement entered into under or pursuant to the Call-off Contract; or
 - g) the Confidential Information is required to be disclosed by any Applicable Laws, by any governmental or regulatory body, or by or in connection with the rules of any stock exchange on which the shares of either party or its holding company are listed (including where disclosure is required as part of any actual or potential offering, placing and/or sale of securities of either party or its holding company),
- provided however that prior to the disclosure or use of any Confidential Information in the circumstances described in clauses 16.2 f) or 16.2 g), the party concerned shall, where not prevented by Applicable Laws, consult with the other party about the nature and extent of the required use or disclosure insofar as is reasonably practicable.
- 16.3** Upon termination of the Master Agreement and/or any Call-off Contract, for whatever cause, the Recipient will:

- a) cease to use the Confidential Information given to them by the Disclosing Party for any purpose;
- b) return to the Disclosing Party or destroy all documents and all other materials containing or reflecting any Confidential Information, together with any copies, which are in the Recipient's possession or control or in the possession or control of any of the Recipient's Authorised Personnel and which are in a form capable of delivery and destruction; and
- c) expunge all Confidential Information from any computer, word processor or similar device into which it was programmed by the Recipient or any of the Recipient's Authorised Personnel,

provided, however, that the Recipient will be permitted to retain any computer records and files containing any Confidential Information which have been created pursuant to its automatic archiving and back-up procedures ("Information Archives").

- 16.4 The Recipient acknowledges that neither the return nor the destruction of any Confidential Information in accordance with clause 16.3 b) nor the expunging of any Confidential Information in accordance with clause 16.3 c) will release the Recipient from its obligations under the Call-off Contract. Any Confidential Information retained on a Recipient's Information Archives shall be kept strictly confidential and shall not be used for any purpose, other than as required by Applicable Laws.

17 LIMITATION OF LIABILITY

- 17.1 This clause 17 sets out each party's entire liability (including any liability for the acts and omissions of each party's employees, agents or sub-contractors) to the other party in tort, contract or otherwise, arising out of or in connection with the performance or contemplated performance or non-performance of the Master Agreement and/or any Call-off Contract.
- 17.2 Subject to clauses 17.4 and 17.5, neither party shall be liable in respect of any matter arising out of or in connection with the Master Agreement and/or any Call-off Contract in contract or tort (including negligence) or otherwise for any loss (whether direct or indirect) of profit, business, revenue, anticipated savings, goodwill, business interruption, from wasted expenditure or any loss or corruption of data, or for any indirect or consequential loss or damage whatsoever.
- 17.3 Subject to clauses 17.2, 17.4 and 17.5, O2's aggregate liability of any sort resulting from breach of contract or negligence, under any indemnity or otherwise arising in connection with the Master Agreement and/or any Call-off Contract (whether to the Customer, any Customer Affiliate, Users or otherwise) shall in respect of all Call-off Contracts entered into pursuant to the Master Agreement, be limited in respect of all claims arising in a Year ("Relevant Year") to the greater of:

- a) the sum of £500,000; or
- b) an amount equal to the Annual Master Agreement Value,

where the "Annual Master Agreement Value" means the total Charges paid or payable by the Customer under all Call-off Contracts in the Year prior to the Relevant Year (or where a claim arises during the first Year of the Master Agreement, the Charges paid or payable up to the date on which the Customer's right to take action in respect of the claim arose and subject always to O2's aggregate liability for claims in the first Year being no greater than the total Charges paid or payable by the Customer in the first Year for all Call-off Contracts entered under the Master Agreement during such first Year); and "Year" means the first, and each subsequent, consecutive period of 12 months of the Master Agreement commencing on the Commencement Date.

- 17.4 Nothing in the Master Agreement and/or any Call-off Contract shall exclude or restrict the liability of either party for:

- a) death or personal injury resulting from that party's negligence;
- b) claims in respect of the Customer's liability under clause 10.3;
- c) breach of any implied term as to title or quiet enjoyment arising out of section 12 of the Sale of Goods Act 1979;
- d) fraud or fraudulent misrepresentation; or
- e) any liability which cannot be excluded or restricted by law.

17.5 Nothing in this clause 17 shall apply to the payment of the Charges.

17.6 Subject to clause 17.4 e), the express terms of the Master Agreement and/or any Call-off Contract are in lieu of all warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are hereby excluded to the fullest extent permitted by law.

17.7 The limited warranty, exclusive remedies and limited liability set forth above are fundamental elements of the basis of the Master Agreement and/or any Call-off Contract between O2 and the Customer. O2 would not be able to provide the Services and/or the O2 Supplied Equipment on an economic basis without such limitations.

Liability for third parties

17.8 O2 shall not be liable for the acts or omissions of other providers of telecommunication services unless such other providers have been specifically engaged by O2 as subcontractors or assignees in respect of the performance of O2's obligations under the applicable Call-off Contract.

18 ASSIGNMENT

- 18.1** The Customer shall not assign or transfer the Master Agreement and/or any Call-off Contract to any Third Party, provided that the Customer may assign or transfer the Master Agreement and/or any Call-off Contract to any of its Affiliates with the prior written consent of O2 (such consent not to be unreasonably withheld or delayed).
- 18.2** O2 may assign or transfer the Master Agreement and/or any Call-off Contract to any of its Affiliates and may subcontract the performance of all or part of the same, provided that O2 shall remain liable for the acts and omissions of its subcontractors.

19 ENTIRE AGREEMENT

- 19.1** The Master Agreement and each Call-off Contract entered pursuant to the Master Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, proposals, understandings and agreements whether written or oral relating to their subject matter.
- 19.2** Each party acknowledges and agrees that in entering into the Master Agreement and each Call-off Contract, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to the Master Agreement and/or applicable Call-off Contract or not) other than as expressly set out in the Master Agreement and/or applicable Call-off Contract. Nothing in this clause 19 shall, however, operate to limit or exclude any liability for fraudulent misrepresentation.

- 19.3 Any drawings, descriptions, advertising or service charters contained on the O2 Website or referred to in any of the above documents are for illustration purposes only. They shall not form part of any Call-off Contract or have any contractual force.

20 INVALIDITY

- 20.1 If any of the provisions of the Master Agreement and/or any Call-off Contract become invalid, illegal or unenforceable, the validity or enforceability of the remaining provisions shall not in any way be affected or impaired. In such circumstances, the parties shall negotiate in good faith in order to agree the terms of a mutual satisfactory provision, achieving as nearly as possible the same commercial effect, to be substituted for the provision which is found to be invalid, illegal or unenforceable.

21 WAIVER

- 21.1 The failure or delay by either party to the Master Agreement and/or any Call-off Contract to exercise or enforce any right, power or remedy under the Master Agreement and/or any Call-off Contract shall not be deemed to operate as a waiver of any such right, power or remedy; nor shall any single or partial exercise by any party operate so as to bar the exercise or enforcement thereof or of any right, power or remedy on any later occasion.

22 DATA PROTECTION

- 22.1 The parties operate in accordance with Data Protection Laws. The Customer and O2, who shall be Data Controllers, agree to fully comply with the provisions of or standards required by Data Protection Laws. O2 shall also act as a Data Processor for the Customer when acting upon the Customer's instructions to connect Users to the Service.
- 22.2 The Customer agrees that its details or those of its Users may be used and disclosed by O2 for the purposes of the Master Agreement and/or any Call-off Contract and for marketing purposes including informing the Customer and its Users from time to time about other Services or associated technologies. The Customer will ensure that any disclosure of Users' Personal Data by the Customer to O2 is compliant with Data Protection Laws and that Users have been notified of O2's Privacy Policy at o2.co.uk/termsandconditions/privacy-policy. If a User does not want its details to be used for direct marketing purposes, the Customer should contact its designated O2 account manager or the O2 Data Controller at Telefónica UK Limited, 500 Brook Drive, Reading, RG2 6UU.
- 22.3 To the extent that O2 is required as part of the Services to process Personal Data as a Data Processor only, O2 shall:
- a) process the Personal Data only on behalf of the Customer (or, if so directed by the Customer, Customer Affiliates), for the purposes of performing the Call-off Contract and in accordance with instructions contained in the Call-off Contract or the lawful instructions received from the Customer from time to time. O2 shall notify the Customer in the event that it becomes aware of Applicable Laws which prevent O2 from complying with the Customer's lawful instructions;
 - b) at all times comply with the data security related requirements of Data Protection Laws and shall (i) implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure; and (ii) take reasonable steps to ensure the reliability of personnel, suppliers and subcontractors who may process Personal Data and ensure that all such personnel are bound by a duty of confidence to maintain the confidentiality of the Personal Data;

- c) at the Customer's expense, provide reasonable assistance with the Customer's compliance with any exercise by Data Subjects of their rights under Data Protection Laws;
- d) put in place a process whereby the Customer will be provided with access to a list of sub-processors processing Personal Data in relation to the Customer. In the event that the Customer objects to the use of a sub-processor the Customer shall be entitled to terminate the Call-off Contract in accordance with clause 12.1. In relation to such sub-processors O2 shall ensure that any such processing is carried out in accordance with the requirements of Data Protection Laws including ensuring that a contract is in place providing:
 - i) sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of Data Protection Laws;
 - ii) prohibiting the sub processor from sharing any Personal Data with any third party without the prior authorisation of O2 or from using the Personal Data for any purpose other than as authorised by O2; and
 - iii) obligations which are no less onerous than those placed on O2 under the terms of this clause 22.3;
- e) in the event that O2 becomes aware of a Personal Data Breach, notify the Customer of the Personal Data Breach without undue delay;
- f) provide the Customer with reasonable assistance with the Customer's obligations under Data Protection Laws to notify data protection authorities and / or affected Data Subjects in the event of a Personal Data Breach;
- g) at the Customer's request and expense, provide the Customer with such information as the Customer may reasonably request to enable the Customer to demonstrate compliance with its obligations under Data Protection Laws, to the extent that O2 is able to provide such information. Such information will include reasonable evidence of the results of any applicable third party audit commissioned by O2 to verify its information security controls. The Customer shall comply with any reasonable security instructions, confidentiality requirements and policies notified to it by O2 in connection with the review referred to in this clause 22.3 g); and
- h) on termination or expiry of the Master Agreement and/or any Call-off Contract cease processing the Personal Data and delete such Personal Data from its systems (subject to any legal obligation that requires such Personal Data to be retained).

22.4 Subject to clause 22.3 d) O2 may transfer Personal Data in connection with the provision of the Services, including to any subcontractor, and such transfer may be outside the European Economic Area. In such circumstances O2 will comply with its obligations under Data Protection Laws by:

- a) taking reasonable steps to ensure the reliability of such subcontractors and prior to any such transfer will enter into a written agreement with such subcontractor containing contractual provisions which ensure an adequate level of protection for the rights and freedoms of data subjects in relation to the processing of the Personal Data; and
- b) complying with the requirement in Data Protection Laws to ensure an adequate level of protection to any Personal Data that is transferred.

- 22.5** The Customer acknowledges that when acting as a Data Processor, O2 is reliant on the Customer for direction as to the extent O2 is entitled to use and process the Personal Data in connection with the Services. Consequently, O2 shall be entitled to relief from liability in circumstances where a Data Subject makes a claim or complaint with regards to O2's actions to the extent that such actions result from instructions received from the Customer or any breach of this clause 22 by the Customer.
- 22.6** The Customer further acknowledges and agrees that:
- a) O2 may use and share the Customer's details (including those of its Users) with O2's suppliers for the purposes of meeting O2's obligations under a Call-off Contract. The Customer acknowledges and agrees that O2's suppliers may contact the Customer directly; and
 - b) O2 and/or a supplier of O2 may monitor and record calls or other communications including in relation to O2's customer services.

23 MATTERS BEYOND THE PARTIES' REASONABLE CONTROL

- 23.1** Neither party shall be deemed in default or liable to the other party for any matter whatsoever for any delays in performance or from failure to perform or comply with the terms of the Master Agreement and/or any Call-off Contract due to any cause beyond that party's reasonable control including, without limitation, acts of God, acts of Government or other competent regulatory authority, telecommunications network operators, war or national emergency, riots, civil commotion, fire, explosion, flood, lightning, extremely severe weather, epidemic, lock-outs, strikes and other industrial disputes (in each case, whether or not relating to that party's workforce).
- 23.2** The Customer agrees that O2 shall have no liability for improper, incorrect or unauthorised use of the Services or O2 Supplied Equipment by the Customer or any Third Party.

24 EXPORT CONTROL

- 24.1** In the event that the Customer proposes to export any O2 Supplied Equipment or other equipment supplied by O2 pursuant to a Call-off Contract, the Customer agrees to comply with any applicable export or re-export laws, regulations, prohibitions or embargoes of any country, including obtaining written authority from any relevant licensing authority where necessary.
- 24.2** The Customer agrees that in entering into each Call-off Contract under which it procures O2 Supplied Equipment it accepts the terms of the following end-user undertaking: The Customer certifies that it is or will be the end-user of the O2 Supplied Equipment and further certifies that it shall use the O2 Supplied Equipment only for the purposes of allowing its employees to send, receive, store and process data and voice services in order to perform their everyday contractual duties; that the O2 Supplied Equipment will not be used for any purpose connected with explosives, chemical, biological or nuclear weapons, or missiles capable of delivering such weapons; that the O2 Supplied Equipment will not be re-exported or otherwise re-sold or transferred if it is known or suspected that they are intended or likely to be used for such purposes; and that the O2 Supplied Equipment, or any replica of it, will not be used in any nuclear explosive activity or un-safeguarded nuclear fuel cycle activity.

25 RELATIONSHIP OF THE PARTIES

- 25.1** Nothing in the Master Agreement and/or any Call-off Contract shall create, or be deemed to create; a partnership or joint venture between the parties and nothing in the Master Agreement and/or any Call-off Contract shall be construed to appoint one party as the distributor, dealer or agent of the other.

26 NOTICES

- 26.1** Any notice required or permitted under the Master Agreement and/or a Call-off Contract shall be given in writing by post (with an electronic copy by email) to the applicable contact details specified in the document entitled "Your Master Agreement" or to such other contact details as are otherwise notified by the recipient from time to time.
- 26.2** Any notice given in accordance with clause 26.1 will be deemed to have been given or made: when delivered personally; or, if properly addressed and posted by first class mail in the United Kingdom within two (2) Working Days of posting; or, where a copy is sent by e-mail, at the time of transmission provided the sender can provide proof the notice was properly addressed.
- 26.3** Any other communications required or permitted under the Master Agreement and/or a Call-off Contract shall be given in writing by post or any electronic means which is agreed by O2 from time to time.

27 NO THIRD PARTY RIGHTS

- 27.1** Except as otherwise explicitly set out in the Master Agreement and/or any Call-off Contract (including clauses 15.1 and 28), a person who is not a party to the Master Agreement or Call-off Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Master Agreement or Call-off Contract and the consent of no such person will be required to rescind, amend or terminate the Master Agreement and/or any Call-off Contract.
- 27.2** For the avoidance of doubt, neither the Customer's Affiliates nor Users shall have any rights to enforce any term of the Master Agreement and/or any Call-off Contract and their consent will not be required to rescind, amend or terminate the Master Agreement and/or any Call-off Contract.

28 TUPE

- 28.1** The Customer warrants that it has taken all reasonable steps to verify and, following such investigation, has no grounds to believe that any Transferring Employee's employment shall transfer from the Customer or any Third Party to a Services Provider pursuant to the TUPE Regulations as a result of a Service Transfer, however and whenever such Service Transfer takes effect.
- 28.2** If, notwithstanding the warranties given by the Customer in clause 28.1, as a result of a Service Transfer, any Transferring Employee claims or it is determined that his contract of employment or any liability regarding his employment has been transferred from the Customer or any Third Party to a Services Provider pursuant to the TUPE Regulations or otherwise then:
- a) the Services Provider may terminate any such contract forthwith; and
 - b) the Customer shall indemnify and hold harmless the Services Provider against any Losses arising out of such termination and against sums payable to or on behalf of such employee in respect of his employment whether arising before or after the transfer of his employment (or alleged transfer of employment) to the Services Provider (including for the avoidance of doubt any liability arising from a failure to comply with any information or consultation requirements under the TUPE Regulations).
- 28.3** The parties intend that no O2 Employee's employment shall transfer from a Services Provider to the Successor Supplier pursuant to the TUPE Regulations as a result of the commencement of the provision of the Replacement Services by a Successor Supplier, however and whenever such commencement takes effect.

- 28.4** If, notwithstanding the intention of the parties stated in clause 28.3, as a result of the commencement of the provision of the Replacement Services by the Successor Supplier, any O2 Employee claims or it is determined that his contract of employment or any liability regarding his employment has been transferred from a Services Provider to the Successor Supplier pursuant to the TUPE Regulations or otherwise then:
- a) the Successor Supplier may terminate any such contract forthwith; and
 - b) O2 shall indemnify and hold harmless the Customer against any Losses incurred or suffered by the Successor Supplier arising out of such termination and against sums payable to or on behalf of such employee in respect of his employment whether arising before or after the transfer of his employment (or alleged transfer of employment) to the Successor Supplier (including for the avoidance of doubt any liability arising from a failure to comply with any information or consultation requirements under the TUPE Regulations).
- 28.5** The parties agree that the Contracts (Rights of Third Parties) Act 1999 shall apply to this clause 28 to the extent necessary to ensure that:
- a) any Services Provider shall have the right to enforce the obligations owed to, and indemnities given to, O2 by the Customer under this clause 28; and
 - b) any Successor Supplier shall have the right to enforce the obligations owed to, and indemnities given to, the Customer by O2 under this clause 28,

in its own right pursuant to section 1(1) of the Contracts (Rights of Third Parties) Act 1999.

29 CREDIT CHECKS AND FRAUD PREVENTION

- 29.1** O2's acceptance of Customer's application for Services and the ongoing provision of Services to the Customer, may be subject to O2 carrying out satisfactory due diligence relating to the Customer's credit history, verifying identities to prevent and detect crime, money laundering or fraudulent activity
- 29.2** O2 will send information on the Customer's applications, O2 account and how the Customer manages its account to credit reference agencies ("CRAs") and, where relevant, to fraud prevention agencies ("FPAs") which may record such information, including information on the Customer's business and its proprietors. The CRAs and FPAs may create a record of the name and address of the Customer and its proprietors if there is not one already.
- 29.3** O2 may also monitor the Customer's usage of the Services for the purpose of controlling O2's credit risk and the Customer's exposure to fraudulent usage.

30 PUBLICITY AND CASE STUDIES

- 30.1** O2 may reference the Customer in written or verbal company announcements and/or communications (for example, company results updates or annual company reports), provided that such reference is limited to the use of the Customer's name only.
- 30.2** The Customer agrees to engage with O2 for the purposes of creating a case study in relation to the Services. Accordingly, O2 may contact the Customer to produce a case study during the first 6 months following implementation of the Services. O2 shall not release any such case study until the Customer has approved the content.

31 GOVERNING LAW

- 31.1** The Master Agreement and each Call-off Contract, and any issues or disputes of whatever nature arising out of or in any way relating to them or their formation (whether such disputes are contractual or non-contractual in nature, such as claims in tort, for breach of statute or regulation, or otherwise) shall be governed by and construed in accordance with the laws of England and Wales. The Parties submit to the exclusive jurisdiction of the courts of England and Wales.

SERVICE SCHEDULE – O2 VOICE FOR MICROSOFT TEAMS SERVICE

The following additional terms and conditions apply to the provision of the O2 Voice for Microsoft Teams Service (“OVMT Service”).

1 DEFINITIONS AND INTERPRETATION

- 1.1 In this Service Schedule, in addition to those terms defined in the General Conditions and the Fixed Services Terms (including the Special Conditions Appendix), the following terms and expressions apply:

Term / Expression	Meaning
“Acceptance Tests”	means the acceptance tests in relation to the OVMT Service as set out in the Handbook;
“Access Connection”	means a physical connection between a Site and the Network provided by O2 under the terms of Managed WAN Contract, and which is used to deliver the OVMT Service;
“Analogue Device”	means an analogue telephone device;
“Analogue Adapters”	means an adapter which converts an Analogue Device into a SIP enabled device;
“Analogue Line”	means the optional add-on to the OVMT Service described in paragraph 5 of this Service Schedule;
“Available”	means it is possible to make external inbound and outbound voice calls via the PSTN using the OVMT Service;
“CLI”	means caller line identification;
“Core Service”	means the OVMT Service excluding the Data Access Network, O2 systems, SIP Trunk Call Manager, and feature based services;
“CPS”	means calls per second;
“Customer Communications Platform”	means the Customer’s private communications platform, such as a PBX, contact centre platform, or other platform that the Customer wishes to have on-net calling between it and the Customer’s Microsoft Teams environment;
“Data Access Network”	means a managed IP network between the Network and the certified IP-PBX forming part of the Customer’s network which includes the Access Connection(s) and the Managed WAN CPE Router and which is provided by O2 under the terms of the Managed WAN Contract, and is used to deliver the OVMT Service and/or Trunk Connector (where applicable);
“DDI”	means direct dialling inwards;
“Demarcation Point”	means the point at which O2’s responsibility for the OVMT Service ceases, which is described in paragraph 6 of this Service Schedule;
“Dial Plan”	means the dial plan in the Tenant, any Customer Communications Platform or any Analogue Adapter, as appropriate;
“Environmental and Usage Assumptions”	has the meaning given to that term in paragraph 8.2 of this Service Schedule;
“Handbook”	means the document provided to the Customer by O2 that describes the variety of functionality and designs for the OVMT Service as a whole, as updated by O2 from time to time;
“IP”	means internet protocol;
“LAN”	means local area network;
“Managed Deployment”	means the configuration of the Tenant and initial onboarding of users onto the OVMT service by O2, as set out in paragraph 11.1 of this Service Schedule;
“Managed Office 365 Tenant Setup”	means the configuration by O2 of the Tenant, as set out in paragraph 10.1 of this Service Schedule;

Term / Expression	Meaning
“Managed WAN Contract”	means the contract between O2 and the Customer in respect of a managed WAN service including the Data Access Network. If there is no written contract in place between the parties in respect of such managed WAN service, then the Managed WAN Contract shall be deemed to be a contract on O2’s standard terms and conditions in respect of managed WAN services.
“Microsoft Teams”	means a workspace for real-time collaboration and communication, meetings and file and app sharing which is a proprietary business communication platform developed by Microsoft, as part of the Microsoft 365 family of products.
“New Order Form”	means the document provided by O2 to the Customer which is completed by the Customer and which details the Customer’s specific configuration parameters;
“Office 365”	means the Microsoft Office 365 suite of software applications and subscription services;
“Onboarding List”	is defined in paragraph 11.2 c) of this Service Schedule;
“O2 Voice for Microsoft Teams Service” or “OVMT Service”	means the Service described in paragraph 3 of this Schedule, together with Trunk Connector and/or Analogue Line as applicable;
“Phone System”	means the Office 365 “Phone System” licence add-on;
“Private Enabled”	means: a) the variant of the OVMT Service where calls made to or from certain Sites may be routed over the Data Access Network rather than the Internet, with calls to or from other Sites being routed over the Internet; or b) the variant of Trunk Connector where calls transited between the Customer Communications Platform and the OVMT Service are routed over the Data Access Network rather than the Internet;
“PSTN”	means the public switched telephone network;
“Public Edition”	means: a) the variant of the OVMT Service where calls made to or from all Sites are routed over the Internet (including Analogue Line where appropriate); or b) the variant of Trunk Connector where calls transited between the Customer Communications Platform and the OVMT Service are routed over the Internet;
“Quick Start Guide”	means the quick start guide provided by O2 to the Customer to enable the Customer to set up the OVMT Service, as updated by O2 from time to time;
“Range Holder”	means the company that owns the number(s) which are being ported in connection with the provision of the OVMT Service;
“Ready for Use”	means when the OVMT Service has been installed and commissioned by O2 in accordance with paragraph 9.3 of this Service Schedule;
“Service Availability”	means the percentage of time that the OVMT Service is Available as calculated in accordance with paragraph 1.1 of Appendix 1 to this Service Schedule;
“Service Numbers”	means any number which is not allocated to an actual user but rather allocated to functionality such as a call queue or response group;
“SIP”	means session initiation protocol;
“SIP Trunk Call Manager Service”	means the SIP Trunk Call Manager service as described in the SIP Trunk Call Manager Service Schedule;
“SIP Trunk Call Manager Service Schedule”	means either: a) the Fixed Service Schedule – SIP Trunk Call Manager within the Agreement; or b) where there is no such Service Schedule within the Agreement, the Fixed Service Schedule – SIP Trunk Call Manager document which can be found on the O2 Website;
“Tenant”	means the Customer’s Office 365 tenant;
“Trunk Connector”	means the optional add-on to the OVMT Service described in paragraph 4 of this Service Schedule;
“Voice Policy”	means the Voice Policy set out in the Handbook;
“VoIP”	means Voice over Internet Protocol and refers to the communication protocols, technologies, methodologies, and transmission techniques involved in the delivery of voice communications and multimedia sessions over IP;

Term / Expression	Meaning
“WAN”	means wide area network.

- 1.2 References to clauses and sub-clauses refer, unless otherwise stated, to clauses and sub-clauses of this Service Schedule; references to appendices are to the appendices to this Service Schedule, references to schedules are to the schedules of the Master Agreement or a Call-off Contract (as applicable) and references to paragraphs are to the paragraphs of the appendices to this Service Schedule.
- 1.3 The rules of interpretation set out in clauses 1.2 to 1.11 of the General Conditions shall apply equally to this Service Schedule.

2 FIXED SERVICE

- 2.1 The OVMT Service is a Fixed Service and the Fixed Services Terms (including the Special Conditions Appendix) will apply to this Service Schedule.
- 2.2 The Service Commencement Date for the OVMT Service shall be the date on which the OVMT Service is accepted by the Customer pursuant to paragraph 9.7 of this Service Schedule.
- 2.3 For the avoidance of doubt, the OVMT Service may be deemed Ready for Use before some or all of the features and functionality relating to the OVMT Service described in paragraph 13 of this Service Schedule are made available to the Customer.

3 OVMT SERVICE

- 3.1 The OVMT Service allows inbound and outbound PSTN services through the Network and/or via the Internet.
- 3.2 The OVMT Service is provided as either Public Edition or Private Enabled, and the chosen variant as at the Commencement Date is stated in the Commercial Schedule.
- 3.3 The Private Enabled variant of the OVMT Service depends upon the Data Access Network which is provided by O2 under the Managed WAN Contract, and which is subject to the terms of the Managed WAN Contract.
- 3.4 The Customer may change between Public Edition and Private Enabled on request, and O2 will implement the change within a reasonable timeframe. For the avoidance of doubt, the Customer acknowledges the following:
- a) changing from Public Edition to Private Enabled will require the Customer to procure a Data Access Network which shall be subject to:
 - i) additional Charges; and
 - ii) the terms of the Managed WAN Contract
 - b) where the Customer no longer requires the Data Access Network as a consequence of changing from Private Enabled to Public Edition, termination fees may apply under the Managed WAN Contract.
- 3.5 If any of the Access Connections forming part of the Data Access Network are ceased for whatever reason (including where the Managed WAN Contract is terminated in whole or in part for any reason), then, unless suitable substitute Access Connections are procured by the Customer and without prejudice to the Customer's obligations under the Managed WAN Contract to pay any applicable termination fees:
- a) the relevant Sites will be moved onto Public Edition by O2 within a reasonable timeframe; and

- b) the terms of this Service Schedule applicable to Private Enabled shall no longer apply to the OVMT Service provided to those Sites.

3.6 Two optional professional services options are available:

- a) Managed Office 365 Tenant Setup (as described in paragraph 10 of this Service Schedule); and
- b) Managed Deployment (as described in paragraph 11 of this Service Schedule).

The chosen option (if applicable) is stated in the Commercial Schedule. Where neither of the above options is chosen, the Customer must perform the self-setup activities described in paragraph 12 of this Service Schedule).

3.7 Two optional add-ons are available:

- a) Trunk Connector (as described in paragraph 4 of this Service Schedule); and
- b) Analogue Line (as described in paragraph 5 of this Service Schedule).

3.8 The OVMT Service consists of:

- a) design, supply, installation and configuration of the applicable elements of the OVMT Service within the Network (as further defined in paragraphs 9 to 11 of this Service Schedule as applicable);
- b) provision of the features and functionality relating to the OVMT Service (as further defined in paragraph 11 of this Service Schedule);
- c) the provision of Managed Office 365 Tenant Setup and/or Managed Deployment, where the Customer choose to purchase such optional add-ons;
- d) the provision of Trunk Connector and/ or Analogue Line, where the Customer choose to purchase such optional add-ons; and
- e) Service Management (as further defined in paragraph 17 of this Service Schedule and detailed in the Service Management Schedule).

3.9 The OVMT Service is further described in the Handbook.

4 TRUNK CONNECTOR ADD ON

4.1 Trunk Connector is an optional add-on to the OVMT Service which provides the Customer the ability to pass voice calls between the Customer Communications Platform and Users of the OVMT Service.

4.2 Trunk Connector allows:

- a) telephone numbers residing on the Customer Communications Platform to make calls to Users of the OVMT Service; and
- b) Users of the OVMT Service to make calls to telephone numbers residing on the Customer Communications Platform.

4.3 Routing for calls from the OVMT Service towards the Customer Communications Platform will be limited to those where numbers have been appropriately provisioned into the Dial Plan on the Tenant.

4.4 Routing for calls towards the OVMT Service from the Customer Communications Platform will be limited to those where numbers have been appropriately provisioned into the Dial Plan on the Customer Communications Platform.

- 4.5 The Customer shall ensure that the Customer Communications Platform is at all times programmed to enable the alternate routing method offered by Trunk Connector.
- 4.6 Trunk Connector is further described in the Handbook.
- 4.7 Trunk Connector is provided as either Public Edition or Private Enabled.
- 4.8 Private Enabled Trunk Connector is only available at Sites where the Customer's takes the Private Enabled OVMT Service Variant.
- 4.9 The Customer may change between Public Edition and Private Enabled on request, and O2 will implement the change within a reasonable timeframe. For the avoidance of doubt:
- a) the Customer acknowledges that changing Trunk Connector from Public Edition to Private Enabled will require the Customer to procure the OVMT Service as Private Enabled at the relevant Site, if it has not done so already; and
 - b) without prejudice to paragraphs 3.4b) and 3.8, where the Customer changes its OVMT Service from Private Enabled to Public Edition:
 - i) the relevant Sites will be moved onto Public Edition Trunk Connector by O2 as part of the change to the overall OVMT Service; and
 - ii) the terms of this Service Schedule applicable to Private Enabled Trunk Connector shall no longer apply to Trunk Connector provided to those Sites.
- 4.10 O2 shall not be liable for any failure of Trunk Connector to operate in accordance with this Call-off Contract which arises out of or in connection with the Customer Communications Platform.
- 4.11 The Charges for the Trunk Connector add-on are:
- a) set out in the Commercial Schedule; or
 - b) where not set out in the Commercial Schedule, such Charges as may be agreed in writing between the parties at the time the Customer chooses to purchase the Trunk Connector add-on.

5 ANALOGUE LINE ADD-ON

- 5.1 Analogue Line is an optional add-on to the OVMT Service which provides the Customer with the ability to make and receive calls on Analogue Devices, via the OVMT Service, to/from Users of the OVMT Service and to/from telephone numbers on the PSTN.
- 5.2 Analogue Line is further described in the Handbook.
- 5.3 Analogue Line is only available as Public Edition. There is no Private Enabled option for Analogue Line, even where the Customer takes the Private Enabled variant of the OVMT Service at the relevant Sites.
- 5.4 Without prejudice to clause 13 of the General Conditions, the Customer acknowledges that:
- a) each Analogue Device that the Customer uses to make and receive calls using Analogue Line will require an Analogue Adapter to convert the Analogue Device signal from analogue into SIP;
 - b) the Customer shall be responsible for the provision, configuration, management and all other services in relation to Analogue Devices and Analogue Adapters; and
 - c) O2 shall not be liable for any failure to provide Analogue Line in accordance with this Call-off Contract which arises out of or in connection with any issues relating to Analogue Devices or Analogue Adapters.

- 5.5 The Handbook contains details of the parameters that the Customer must apply to Analogue Adapters in order for the Customer to be able to use Analogue Line.
- 5.6 The Customer shall ensure that the Tenant is at all times programmed with the additional call routing information to allow for calls to transit via Analogue Line. O2 shall not be liable for any failure of Analogue Line to operate in accordance with this Call-off Contract which arises out of or in connection with the Customer to programme the Tenant in accordance with this paragraph 5.6.
- 5.7 The Charges for the Analogue Line add on are:
- a) set out in the Commercial Schedule; or
 - b) where not set out in the Commercial Schedule, such Charges as may be agreed in writing between the parties at the time the Customer chooses to purchase the Analogue Line add-on.

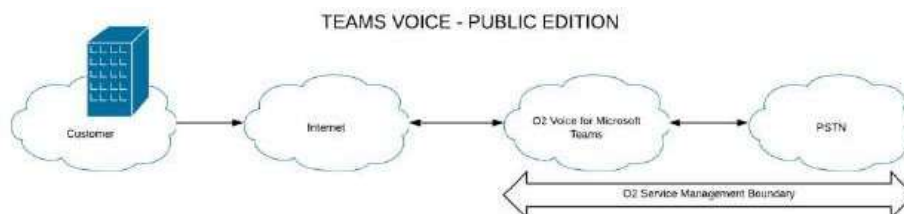
6 DEMARCATION POINT

- 6.1 O2's responsibility for the OVMT Service ceases at each Demarcation Point as further set out below.

Public Edition

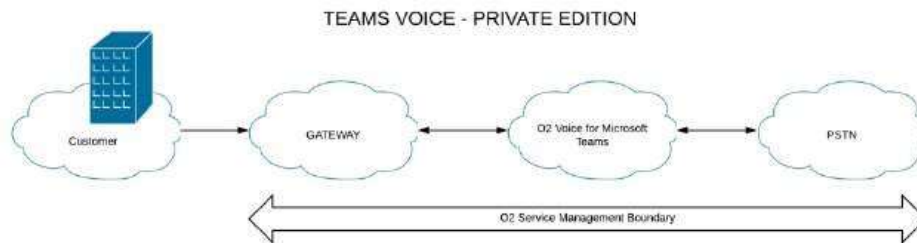
- 6.2 The Demarcation Points for this service variant are:
- a) where the Network connects to the public Internet; and
 - b) the interconnection between the Network and the UK PSTN.

Figure 1 Public Edition Demarcation Points



Private Enabled

- 6.3 The Demarcation Points for this service variant are:
- a) in relation to the Sites at which a relevant Access Connection is located, the LAN side port of the Managed WAN CPE router used to provide the OVMT Service; and the interconnection between the Network and the UK PSTN; and
 - b) in relation to other Sites, the Demarcation Points are the same as for Public Edition.

Figure 2 Private Enabled Demarcation Points

7 EXCLUSIONS

7.1 The following activities are outside the scope of the OVMT Service:

- a) the investigation, restoration or resolution of Incidents, including connection to or alteration of configurations of any equipment, including Analogue Devices, Analogue Adapters or other Customer Equipment, on the Customer side of the Demarcation Point;
- b) the investigation, restoration or resolution of Incidents in relation to the Customer Communications Platform, including connection to or alteration of configurations of the Customer Communications Platform;
- c) the restoration or resolution of Incidents arising from the Customer's failure to perform its obligations or comply with a Customer dependency under the Call-Off Contract;
- d) the provision of Microsoft user licences, including Office 365 and any add-on licences required to enable Phone System services on Microsoft Teams;
- e) for Public Edition, the provision of Internet bandwidth. Any such bandwidth provided by O2 shall be subject to the terms of the relevant Service Schedule and not this OVMT Service Schedule;
- f) for Private Enabled, the provision of Internet bandwidth or Site-to-Site bandwidth. Any such bandwidth provided by O2 shall be subject to the terms of the relevant Service Schedule and not this OVMT Service Schedule;
- g) design or assurance of calls types where the traffic transits between Customer Sites or exclusively between the Customer Site and Office 365;
- h) the provision of a compatible Data Access Network to underpin Private Enabled (which shall be subject to the terms of the Managed WAN Service Schedule and not this OVMT Service Schedule);
- i) the provision of numbers to act as the dial-in to Microsoft Audio Conferencing service;
- j) unless Managed Office 365 Tenant Setup or Managed Deployment are purchased, any of the activities set out in paragraphs 10.1 or 11.1 of this Service Schedule as appropriate;
- k) where Managed Office 365 Tenant Setup is purchased, any of the activities to be carried out by the Customer as set out in paragraph 10.2 of this Service Schedule;
- l) where Managed Deployment is purchased, any of the activities to be carried out by the Customer as set out in paragraph 11.2 of this Service Schedule;
- m) monitoring whether or not the Customer has procured sufficient channels for the OVMT Service for its levels of usage;

- n) re-grading the number of channels procured by the Customer to reflect its usage of the OVMT Service;
- o) the provision, configuration, management and any other services in relation to of the Customer Communication Platform;
- p) the provision, configuration, management and any other services in relation to Analogue Adapters and Analogue Devices;
- q) any assistance in relation to creating or updating the Dial Plan as required for the purposes of the OVMT Service; and
- r) any other services not described within the scope of this OVMT Service Schedule.

7.2 Should the Customer request that O2 perform any activities outside the scope of the OVMT Service, then O2 shall use its reasonable endeavours to provide such services, subject to the agreement in writing and subsequent amendment to the Charges.

8 CUSTOMER OBLIGATIONS

8.1 In addition to its obligations in the General Conditions and Fixed Services Terms, in relation to the OVMT Service the Customer shall:

- a) promptly complete the New Order Form upon request from O2;
- b) have completed the migration of their users onto the Microsoft Teams environment within a reasonable time prior to O2 performing any Managed Office 365 Tenant Setup or Managed Deployment activities (where applicable) or prior to commencing the Customer activities set out in paragraph 10 of this Service Schedule;
- c) promptly complete the configuration of the Tenant as per the instructions outlined in the Quick Start Guide unless Managed Office 365 Tenant Setup or Managed Deployment services are purchased;
- d) provide O2 with administrative access to the Customer's Microsoft Teams configuration, in the manner set out in the New Order Form, to enable O2 to provide the OVMT Service;
- e) provide suitably skilled resource to co-operate with O2 in order to review the New Order Form;
- f) be solely responsible for the provision, configuration and management of the Customer's LAN environment and WAN environment;
- g) be solely responsible for creating and updating the Dial Plan as required for the purposes of the OVMT Service;
- h) be solely responsible for the provision, configuration, management and all other services in relation to the Customer Communication Platform, including as required to enable O2 to provide Trunk Connector;
- i) be solely responsible for the provision, configuration, management and all other services in relation to Analogue Adapters and Analogue Devices, including as required to enable O2 to provide Analogue Line;
- j) ensure sufficient Internet access is available to support its use of the OVMT Service;
- k) check and validate throughout the term of the OVMT Service that it has sufficient channels for the OVMT Service to accommodate its current usage as well as growth or progressive onboarding of users;

- l) the provision of necessary SSL certificates;
- m) ensure that calls originating from Customer connected devices (including Analogue Devices where applicable) are legitimate and that all practical steps have been taken to avoid fraudulent activity. For the avoidance of doubt, the Customer shall be liable for all Charges arising out of any illegitimate, fraudulent or unauthorised usage of the OVMT Service;
- n) only use the OVMT Service for its own internal business purposes and shall in no circumstances use it as a carrier interconnect;
- o) be responsible for the provision, maintenance and application of a disaster recovery policy;
- p) provide the Customer's First Line Service Desk and procure that it will:
 - i) provide first line support directly to Users including but not limited to any Incident triage and information capture which is reasonably required to facilitate O2's performance of its obligations under the Agreement; and
 - ii) facilitate information exchanges with O2 to enable the delivery of the OVMT Service;
- q) procure that any Third Party appointed by the Customer to provide the Customer's First Line Service Desk or any other service that may impact on the provision of the OVMT Service shall provide such support, co-operation and information as O2 may reasonably require from time to time in connection with the provision of the OVMT Service and at all times adhere to the agreed Customer operational change management policies. The Customer shall be responsible and liable for that Third Party's actions as if they were the actions of the Customer;
- r) supply to O2, as soon as practicable, in the format reasonably requested from time to time all documentation and information reasonably required to assist O2 to provide the OVMT Service including, without limit:
 - i) information about any Incident; and
 - ii) any information which O2 may require in order to reclaim under a warranty from a service provider or Third Party;
- s) ensure that a nominated contact will be available to promptly provide such information and assistance as O2 may reasonably request from time to time in connection with the performance of the OVMT Service and/or the resolution of any Incident; and
- t) promptly report faults in the OVMT Service to the O2 Service Desk and co-operate with O2 in diagnosing and resolving the reasons for any malfunction of the OVMT Service.

8.2 The OVMT Service is provided on the basis of the following assumptions (the “**Environmental and Usage Assumptions**”) and the Customer shall be responsible for ensuring that at the Service Commencement Date and, as applicable, during the term of this Service Schedule, the Environmental and Usage Assumptions are met:

- a) any Customer Equipment (including Analogue Devices and Analogue Adapters where applicable) used or connected to the OVMT Service is:
 - i) properly installed;
 - ii) at the correct revision levels;
 - iii) functioning normally in accordance with their OEM's specifications;

iv) supported by their OEM; and

b) all telecommunications hardware and related software forming part of the Customer's IT system (including the Customer Communications Platform where applicable) are properly installed and such hardware and software components together with the communication network(s) with which they interconnect are functioning normally in accordance with their respective specifications at the Service Commencement Date.

8.3 If any of the Environmental and Usage Assumptions are not satisfied, any activities required to meet the Environmental and Usage Assumptions shall be outside the scope of the OVMT Service.

8.4 The Customer is responsible for ensuring that the OVMT Service meets its current and future business needs and for interpreting or implementing any recommendations which are provided by O2 from time to time in connection with the OVMT Service.

8.5 O2 shall not be responsible for any failure and/or delay in the performance of any of its obligations in the Agreement or the achievement of any Service Levels to the extent caused, in whole or in part, by the acts or omissions of the Customer or a Third Party (including without limit, any failure to comply with this paragraph 8 or any of its obligations under the Agreement).

9 NETWORK INFRASTRUCTURE DESIGN, SUPPLY AND INSTALLATION

9.1 When Managed Deployment or Managed Office 365 Tenant Setup are purchased, O2 shall provide suitably qualified O2 Employees or O2 Representatives to provide installation, configuration and testing services in relation to the setup, onboarding and configuration of the Tenant.

9.2 O2 shall use reasonable endeavours to deliver and, if applicable, install and commission the OVMT Service so that it is Ready for Use within any time periods and/or by any date indicated to the Customer by O2 in writing.

9.3 The installation and commissioning of the OVMT Service shall include:

- a) provisioning of the OVMT service within the Network, making it available for the Customer to utilise from the Tenant. This shall apply in all cases;
- b) when Managed Office 365 Tenant Setup is purchased, O2 will in addition to the provisioning described in paragraph 9.3 a), be responsible for the configuration of the Customer's Office 365 environment to utilise the OVMT service as set out in paragraph 10.1 of this Service Schedule; and
- c) when Managed Deployment is purchased, O2 will in addition to the provisioning described in paragraph 9.3 a), complete both the Customer's Office 365 tenant setup and facilitate the onboarding of users onto the Tenant as set out in paragraph 11.1 of this Service Schedule.

Acceptance Tests

9.4 When Managed Office 365 Tenant Setup or Managed Deployment is purchased O2 will complete the Acceptance Tests (as per the defined test cases in the Handbook) on behalf of the Customer.

9.5 Where O2 is undertaking the Acceptance Tests then commissioning of the OVMT Service will include confirmation that the OVMT Service is functioning in accordance with specification set out in the Handbook.

- 9.6 Where the Customer does not purchase Managed Office 365 Tenant Setup or Managed Deployment, the Customer must complete the Acceptance Tests as soon as reasonably practicable following receipt of notification from O2 that the OVMT Service is Ready for Use. Where the Customer is unable to successfully complete the Acceptance Tests, then completion of such Acceptance Tests by O2 shall be subject to additional Charges as notified to the Customer by O2.
- 9.7 Unless otherwise agreed between the parties in respect of a specific order, the Customer shall be deemed to have accepted the OVMT Service on the earlier of:
- a) the completion of the Acceptance Tests by O2 (if applicable); or
 - b) the date of signature or email by a representative of the Customer confirming successful completion of the Acceptance Tests; or
 - c) five (5) Working Days following confirmation by O2 that the OVMT Service is Ready For Use, unless the Customer (acting reasonably) notifies O2 in writing that the Acceptance Tests have been carried out and failed due to O2 failing to commission the OVMT Service in accordance with this Service Schedule.
- 9.8 Where applicable, acceptance of a Managed WAN CPE Router and an Access Connection by the Customer are subject to the provisions of paragraphs 6.5 and 6.6 of the Managed WAN Service Schedule as appropriate.
- 9.9 O2 shall use reasonable endeavours to start providing the features and functionality of the OVMT Service described in paragraph 13 prior to or as soon as reasonably possible following the Service Commencement Date or within any time periods and/or by any date otherwise indicated to the Customer in writing by O2 from time to time.
- 10 MANAGED OFFICE 365 TENANT SETUP**
- 10.1 Where the Customer purchases Managed Office 365 Tenant Setup, O2 shall do the following in order to configure the Tenant:
- a) configure the Tenant to work with the OVMT Service;
 - b) configure the Tenant to send to O2 monthly CSV exports of Phone System licensed users and any active Service Numbers;
 - c) provision two existing Customer Office 365 user accounts for use with the OVMT Service to enable the Customer to test the OVMT Service;
 - d) provision a test Office 365 account for use with the OVMT Service within the Tenant to enable O2 to perform the Acceptance Tests; and
 - e) complete Acceptance Tests on behalf of the Customer.
- 10.2 For the avoidance of doubt, Managed Office 365 Tenant Setup applies only to the base OVMT Service and does not apply in respect of Analogue Line or Trunk Connector.
- 10.3 In order for O2 to perform its obligations under paragraph 10.1 of this Service Schedule, the Customer must provide O2 with the following beforehand:
- a) delegated administration to O2 for the Tenant; and
 - b) a single test account licensed for Phone System.
- 10.4 For the avoidance of doubt, user onboarding remains a Customer responsibility.

- 10.5 O2 shall not be liable for any failure by O2 to perform its obligations under this Service Schedule or delay in doing so, which is caused or contributed to by the Customer failing to comply with its obligations under paragraphs 10.2 or 10.4 of this Service Schedule.

11 MANAGED DEPLOYMENT

- 11.1 Where the Customer purchases Managed Deployment, O2 shall do the following in order to complete both the Tenant setup and initial onboarding of users onto the OVMT service:
- a) configure the Tenant to work with the OVMT Service;
 - b) connect the Customer's Microsoft Teams users as per the Onboarding List;
 - c) configure the Tenant to send to O2 monthly CSV exports of Phone System licensed users and any active Service Numbers;
 - d) provision two existing Customer Office 365 user accounts for use with the OVMT Service to enable the Customer to test the OVMT Service;
 - e) provision a test Office 365 account for use with the OVMT Service within the Tenant to enable O2 to perform the Acceptance Tests; and
 - f) complete Acceptance Tests on behalf of the Customer.
- 11.2 For the avoidance of doubt, Managed Deployment applies only to the base OVMT Service and is not available in respect of Analogue Line or Trunk Connector.
- 11.3 In order for O2 to perform its obligations under paragraph 11.1 of this Service Schedule, the Customer must provide O2 with the following beforehand:
- a) delegated administration to O2 for the Tenant;
 - b) a single test account licensed for Phone System; and
 - c) an onboarding list (in Excel or CSV format) containing user details associated phone numbers, and such other information as may be reasonably specified by O2 ("Onboarding List") no later than 5 Working Days before the agreed migration date.
- 11.4 O2 shall not be liable for any failure by O2 to perform its obligations under this Service Schedule or delay in doing so, which is caused or contributed to by the Customer failing to comply with its obligations under paragraph 11.2 of this Service Schedule.

12 CUSTOMER SELF SETUP

- 12.1 Where neither Managed Office 365 Tenant Setup nor Managed Deployment is chosen by the Customer, the Customer will be responsible for both the configuration of the Tenant to work with the OVMT Service and the onboarding of users. However, O2 will:
- a) provide the Quick Start Guide to the Customer which will detail how to configure the Tenant for the OVMT Service; and
 - b) provide the Handbook to the Customer, containing details of the Acceptance Tests to be carried out by the Customer.
- 12.2 O2 shall not be liable for any failure by O2 to perform its obligations under this Service Schedule or delay in doing so, which is caused or contributed to by the Customer failing to correctly carry out its responsibilities as set out in paragraph 12.1 of this Service Schedule.

13 FEATURES AND FUNCTIONS OF THE OVMT SERVICE

- 13.1 The features and functions of the OVMT Service are defined within the Handbook. Additional terms which apply to the same are set out in more detail in this paragraph 13.

Numbering

- 13.2 Where the Customer requests one hundred (100) or more numbers, O2 will check availability in the required location. As this process does not form part of O2's automatic provisioning processes, the Customer may incur an additional Charge per number to cover this search and allocation.
- 13.3 O2 will reserve numbers on a temporary basis for the Customer. Where O2 is not able to supply number ranges to the Customer without impacting its availability of numbers for the OVMT Service as a whole, O2 may at its sole discretion request a further range of numbers from Ofcom. The average time required to create a new number range is three (3) months.
- 13.4 Where a number is assigned to the Customer, the Customer shall connect the number to the OVMT Service as soon as reasonably practicable.
- 13.5 When numbers with specific digits are requested these will subject to an additional number selection Charge.
- 13.6 Numbers are available for connection to the OVMT Service only and shall not be connected to any other service. O2 reserves the right to revoke the right to use a number in certain cases including:
- a) if the Customer does not use a new number within three (3) months of its initial allocation;
 - b) if the Customer has terminated the OVMT Service in relation to a number and does not re-use the number within three (3) months; and
 - c) where Ofcom requests the return, cancellation, or suspension of a number or a range of numbers.

Number Porting

- 13.7 O2 will undertake number porting activities in relation to numbers as requested by the Customer.
- 13.8 Number porting is subject to the following limitations and conditions:
- a) O2 can only port those numbers for which it has a valid porting agreement in place, as entered into by O2 with the Range Holder from time to time;
 - b) individual DDIs cannot be ported to O2 without the remainder of the number range. Customer number ranges cannot be segmented as part of the porting process.
 - c) the Customer must provide O2 with a letter of authority in the format that O2 reasonably requests it before it can commence the number porting process;
 - d) where security lines are associated with a porting order, these will only be accepted if the Customer has previously removed or transferred the security functionality onto another number confirmed the same to O2 in writing;
 - e) the time to complete the number port will be determined by the line type from which the number is being ported, as further detailed in the Handbook;
 - f) numbers can only be ported to the OVMT Service after the Service Commencement Date;
 - g) limitations on the re-scheduling and cancellation of port orders apply and additional Charges will apply for re-scheduling and cancellation as set out in the Commercial Schedule;

- h) industry standard lead times, which are dependent on the line type from which the number is being ported, are used to calculate port dates;
- i) lead times set out in the Handbook are the minimum time number porting can take to process and complete;
- j) lead times set out in the Handbook are dependent on O2 receiving all necessary information from the Customer to enable the validation of the port by O2 and by the losing communications provider;
- k) limitations apply to the number of ports which can be scheduled on one day; and
- l) porting a number from O2 may be subject to additional Charges as notified to the Customer by O2.

CLI Presentation Flexibility

- 13.9 Subject to paragraphs 11.3b) to 11.3e), O2 can present non-O2 registered CLIs, as the presentation A-Number CLI, from a SIP Endpoint ("CLI Flexibility") for the following number types: 01, 02, 03, 07 (excluding 07 personal numbers) and 08 numbers only.
- 13.10 The Customer must sign a "Statement of Compliance" detailed in Appendix 2.
- 13.11 All numbers must be presented in the SIP Header in E.164 format by the Dial Plan. Without prejudice to the generality of the previous sentence:
 - a) The Dial Plan must ensure that all CLI sent over Trunk Connector is in full E.164 format;
 - b) In relation to calls sent from the Customer Communications Platform over Trunk Connector to the Network, it is the Customer's responsibility to ensure that the numbers being dialled are normalised into this format prior to being sent over Trunk Connector;
 - c) In relation to calls sent from the OVMT Service over Trunk Connector to the Customer Communications Platform, it is the Customer's responsibility to ensure that the numbers being dialled are normalised into and sent in full E.164 format by the Dial Plan; and
 - d) it is the Customer's responsibility to ensure that the Customer Communications Platform is configured with an appropriate Dial Plan to process E.164 format.
- 13.12 CLI Flexibility does not support the presentation of:
 - a) non-UK numbers;
 - b) 09 numbers; or
 - c) numbers that connect to a revenue sharing number that generates excessive or unexpected call Charges.
- 13.13 O2 may withdraw CLI Flexibility if the Customer:
 - a) utilises the CLI Flexibility in breach of paragraph 11.3; or
 - b) fails to make at least one (1) test call within twenty (20) Working Days.
- 13.14 Subject to paragraph 16.4, for any calls made to the Emergency Services, O2 will automatically present the site CLI, as defined in paragraph 16.4.

14 FEATURE BASED SERVICES

- 14.1** From time to time, O2 may make available feature based services, which the Customer may take as add-ons to the OVMT Service. Any such feature based services which the Customer wishes to take will be subject to such additional Charges, and terms and conditions as notified by O2 to the Customer.
- 14.2** Where the Customer wishes to take the SIP Trunk Call Manager Service, provision of such Service shall be subject to the additional Charges quoted by O2 and to the SIP Trunk Call Manager Service Schedule.

15 VOICE POLICY

- 15.1** For security reasons, O2 will set a limit on CPS. If this constraint is reached, O2 will log and reject calls with a SIP response 486.
- 15.2** The limit is set at 5 CPS however:
- a) O2 may (acting reasonably) change this limit where reasonably required by notifying the Customer; and
 - b) the parties may otherwise agree changes to the limit from time to time in writing.
- 15.3** The Customer must comply with the Voice Policy set out in the Handbook.
- 15.4** O2 reserves the right to reduce capacity, introduce call gapping or disable the service if the Voice Policy is contravened or if traffic patterns are observed which in O2's reasonable opinion may have the effect of jeopardising the operation of the Services or Network.

16 ACCESS TO EMERGENCY SERVICES

- 16.1** The Customer acknowledges that as a type of VoIP service, termination of emergency services calls over the OVMT Service may not be possible, in the following circumstances:
- a) during a service outage where the Customer or User loses connectivity for example, owing to a power outage or the failure of the Access Connections; or
 - b) if the Customer's Service has been suspended for any reason.
- 16.2** In the circumstances described in paragraph 16.1, the Customer shall ensure that an alternative method of connectivity (such as mobile or PSTN line) is available to Users to make emergency services calls.
- 16.3** Subject to paragraph 16.4, the OVMT Service can be used to make emergency services calls which will be routed to the national emergency call handling agents. Such access is regulated by Ofcom.
- 16.4** Trunk Connector is not a PSTN service and therefore the Customer must not use Trunk Connector to make emergency services calls. The Customer shall ensure that the Customer Communications Platform is configured appropriately to ensure that no emergency services calls are sent from the Customer Communications Platform over Trunk Connector.
- 16.5** Subject to paragraph 16.4, the CLI presented for emergency services calls will automatically be the user or system default CLI, indicated as a SIP service type from O2, so that the emergency services operator will be able to check the address details.
- 16.6** The User or system default CLI will be the first number in the DDI range or such other number within the DDI range requested by the Customer.
- 16.7** Subject to paragraph 16.4, when dialling 999 using the OVMT Service, the Customer will be required to confirm the identity and the actual location of the caller.

- 16.8** For all numbers where outbound telephone calls can be made, O2 shall maintain and provide accurate CLI to the emergency services database.
- 16.9** The Customer is responsible for providing accurate Site details, and promptly notifying O2 of any changes to the Site details associated with any number.
- 16.10** Subject to paragraph 16.4, where an emergency services call is made from a number and the address information is found to be incorrect, O2 shall notify the Customer as soon as reasonably practicable and the Customer shall immediately notify O2 of the correct address.
- 16.11** Where Ofcom notifies O2 of an incorrect address associated with a number, O2 will notify the Customer and the Customer shall provide O2 with the correct address within two (2) days of notification in order for O2 to meet its obligations to Ofcom to submit an amended address record. O2 reserves the right to Charge the Customer for any costs reasonably incurred in carrying out its obligations in accordance with this paragraph 16.11.

17 SERVICE MANAGEMENT – OVMT SERVICE

- 17.1** Service Management for the OVMT Service shall be provided in accordance with the Service Management Schedule as amended by the specific OVMT Service requirements set out in paragraph 18 below and the Service Levels detailed in this Service Schedule.
- 17.2** The Service Management ticked in Table 1 shall apply to the OVMT Service following completion of implementation of the OVMT Service to the Site.
- 17.3** Detailed descriptions of each Service Component are set out in the Service Management Schedule.

Table 1 Tiers and Service Components

			✓	✗
Ref	Service Components	Supported Hours	O2 Monitor	
OP01	Business to Business Service Desk	24x7 including Public Holidays	✓	
OP02	O2 Service Desk Portal	24x7 including Public Holidays	✓	
OP03	Incident Management	P1 & P2 Incidents 24x7 P3 & P4 Incidents - 09:00 to 17:00 on Working Days	✓	
OP04	Change Management (Including. Optional Request & IMACs)	09:00 to 17:00 on Working Days	✓	
OP05	Post Incident Problem Management	09:00 to 17:00 on Working Days	✓	
OP06	Service and Asset Management Configuration	09:00 to 17:00 on Working Days	✗	
OP07	Maintenance and Technical Support [Maintenance only for O2 Fix]	24x7 including Public Holidays	✗	
OP08	Service Reporting	09:00 to 17:00 on Working Days	✓	
OP09	Equipment End Of Life Reporting and Recommendation	09:00 to 17:00 on Working Days	✗	

			Managed Service Tiers
			Included (✓) Not Included (✗) or Optional
OP10	New Software Availability	09:00 to 17:00 on Working Days	✗
OP11	Service Delivery Management	09:00 to 17:00 on Working Days	✓
OP12	Remote Availability Event Monitoring	24x7 including Public Holidays	✗
OP13	Management Portal	24x7 including Public Holidays	✗
OP14	Remote Availability Event Observations	09:00 to 17:00 on Working Days	✗
OP15	Pro-Active Problem Management	09:00 to 17:00 on Working Days	✓
OP16	Configuration Backup	24x7 including Public Holidays	✗
OP17	Security and Critical Patch Reporting	09:00 to 17:00 on Working Days	✗
OP18	Software End of Sale / End of Life Reporting	09:00 to 17:00 on Working Days	✗
OP19	Security and Critical Patch Deployment	24x7 including Public Holidays	✗
OP20	Remote Performance Event Monitoring	24x7 including Public Holidays	✗
OP21	Remote Performance Event Observations	09:00 to 17:00 on Working Days	✗
OP22	Remote Performance Event Recommendations	09:00 to 17:00 on Working Days	✗

- 17.4 Until the OVMT Service is Ready for Use Service Management shall be delivered on a reasonable endeavours basis only, and any of the O2 obligations and/or Service Levels relating to Service Management shall only become applicable following completion of any transition and/or transformation programme.
- 17.5 The Supported Hours set out in Table 1 shall apply instead of hours detailed in paragraph 7 of the Service Management Schedule.
- 17.6 Provision or request of Service Management outside of the Supported Hours will incur Additional Charges.

18 SERVICE MANAGEMENT SCHEDULE – OVMT SERVICE SPECIFIC CHANGES

OP04 “Change Management”

- 18.1 In relation to the provision of Service Management for the OVMT Service the following terms will replace paragraphs 4.9 to 4.14 of OP04 “Change Management”:
- a) Any Change Requests which are required by the Customer and which are detailed in the Handbook:
 - i) must be requested in writing to O2 by the Customer using either the O2 Service Desk Portal or the appropriate change request form as found on the O2 Website;

- ii) will, where the Handbook specifies that such Change Request is provided free of charge by O2, be provided free of charge subject to such reasonable limits on amount and frequency as O2 may determine acting reasonably from time to time. Where such limits are exceeded, such Change Requests will be Charged by O2 at the Charges set out on the O2 Website or the parties shall agree delayed timescales in which such Change Requests will be implemented in order to keep the amount and frequency to an appropriate level; and
 - iii) will, where the Handbook specifies that such Change Request is chargeable, be Charged by O2 at the Charges set out on the O2 Website.
- b) Any Change Requests required by the Customer which are not detailed in the Handbook:
 - i) must be requested in writing to O2 by the Customer; and
 - ii) will be quoted for by O2 upon such request; and
 - iii) where O2 agrees to make the change, will be provided by O2 subject to written approval of the quote and provision of a Purchase Order ("PO") for the agreed scope by the Customer.
- c) O2 Service Desk will provide the Customer's First Line Service Desk with updates of progress on request and advise when the work is completed.

OP08 "Service Reporting"

- 18.2 The following terms will replace paragraphs 8.2 and 8.3 of OP08 "Service Reporting":
- a) O2 shall produce and send a monthly Reporting Pack, within ten (10) Working Days of the end of a reporting period, to nominated representative(s) of the Customer describing the performance of the Services in the previous reporting period. The Reporting Pack shall include:
 - i) Incident reporting of calls raised, closed, brought and carried forward into and out of the reporting period; and
 - ii) Reports detailing performance against the Service Levels.
 - b) On an Ad-Hoc basis, but no more frequently than monthly, the Customer may request capacity utilisation reports from O2.

APPENDIX 1 – OVMT SERVICE LEVELS

1 OVMT SERVICE AVAILABILITY

Measuring Service Availability – Core Service

- 1.1 Service Availability for the Core Service is calculated on a monthly basis as the percentage of Total Time the Core Service is Available, starting in the first full calendar month after the Service Commencement Date using the following calculation:

$$\text{Service Availability} = \frac{\text{Total Time} - \text{Unplanned Downtime}}{\text{Total Time}} \times 100$$

- 1.2 For the purposes of calculating Service Availability:

- “Total Time”** means the Supported Hours as set out in Table 2 below, or other time periods as agreed between the parties;
- “Unplanned Downtime”** means any period when the Core Service is not Available, excluding Planned Downtime or any unplanned emergency outages or any downtime caused by any of the assumptions and exclusions set out in paragraph 4;
- if the OVMT Service is partially Available then the Unplanned Downtime shall be calculated in equal proportion i.e. if the OVMT Service is 50% Available then the Unplanned Downtime will be calculated as 50% x the elapsed period of the Incident; and
- the assumptions and exclusions set out in paragraph 4 of this Appendix 1 apply.

Service Availability Service Level Targets

- 1.3 The Service Level targets for Service Availability of the Core Service apply to the elements of the OVMT Service between the applicable Demarcation Points.
- 1.4 The Service Level targets for Service Availability for the Core Service are set out in Table 2.

Table 2 Target Service Availability

OVMT	Service Availability	Supported Hours
Core Service	99.95%	24x7x365

Service credits for Service Availability failures

- 1.5 If O2 fails to achieve the Service Level target for Service Availability, O2 will pay to the Customer a service credit by way of fixed compensation in accordance with Table 3.

Table 3 Service Availability Service Credits

OVMT	Deviation	Service Credit
Core Service	>0% - 0.05%	3%
	0.06% - 0.45%	5%
	>0.45%	10%

- 1.6 If an Incident starts in one (1) calendar month, but is not resolved until the following month, then performance against the Service Availability Service Level will be based on the entire period of outage, reported in the month in which the Incident ends.

- 1.7 The service credit payable in relation to the Core Service will be calculated against the monthly channel Rental Charges for the OVMT Service (excluding Rental Charges for the Data Access Network, SIP Trunk Call Manager or any feature based services) as set out in the Commercial Schedule and paid in accordance with paragraph 5 of this Appendix 1.

2 INCIDENT MANAGEMENT SERVICE LEVELS

Core Service

- 2.1 O2 will use its reasonable endeavours to resolve Incidents with the Core Service in accordance with the target Service Levels set out in Table 4.

Table 4 Incident Management Service Levels for the Core Service

Priority	Definition	Update Frequency	Update Frequency Period	Resolution
1	Customer's Core Service is unavailable with complete loss of service causing a critical impact to the customer's business operations. Immediate restoration of service is expected. Example of scale would be the complete loss of the Core Service resulting in an entire Customer Site being unable to make or receive telephone calls.	1 hour	24*7	6 hours
2	Customer's Core Service is available but operating with reduced functionality or degraded service that is causing significant business impacts to the end user. Example of scale would be consistently intermittent ability to use voice services due to poor quality or dropped calls. This could apply to standard OVMT Service calls, calls transiting the Trunk Connector or Analogue Line triggered calls.	2 hours	24*7	12 hours
3	Customer's Core Service is available but an issue is causing reduced functionality or degraded service but which does not cause a significant business impact to the end user Example of scale would be CLI presentation being inhibited.	Provided through ticket updates as information becomes available	Working Hours	6 Working Days
4	Customer's Core service is available but an issue has been raised which impacts an individual user in a minor capacity but does not impact the customers' business operations. Example of scale can be an issue which effects the usability for an end-user but where an agreed workaround is available that causes minimal disruption to the customer.	Provided through ticket updates as information becomes available	Working Hours	No resolution target

- 2.2 The assumptions and exclusions set out in paragraph 4 of this Appendix 1 apply in respect of the Service Levels in paragraph 2.1.

3 OVMT SERVICE CALL QUALITY (PRIVATE ENABLED ONLY)

- 3.1 As a means of determining and measuring the call quality of the OVMT Service, O2 utilises network management tools to monitor call quality. The network measurements used to determine call quality are:
- a) Live Call Quality, which measures the end to end performance; and
 - b) Synthetic Call Transactions, which measures performance between O2's virtual data centre and the LAN side port of the Managed WAN CPE router used to provide the OVMT Service.
- 3.2 The Live Call Quality Service Level target for the OVMT service is set out in Table 5.

Table 5 Target Live Call Quality

Target	Measure	Measurement Period
>95%	Audio Good Call Percentage	One Calendar Month

- a) Live Call Quality scoring is an aggregate of multiple data points, as measured by Microsoft's Office 365 cloud infrastructure and reported by the Tenant to O2, which determine whether an audio call stream was of "Good Quality" (as defined by Microsoft).
- b) All live calls during the measurement period are graded against this measure and tracked to ensure >95% of calls achieve Good Quality call measurement.

3.3 The Synthetic Call Transactions Service Level target for the OVMT Service is set out in Table 6.

Table 6 Synthetic Call Transactions Service Level Target

Codec	Mean Opinion Score	Period
G.711	>= 4.0	One Calendar Month

- a) The MOS Service Level applies to synthetic call transactions made between the Demarcation Points.

3.4 In a given measurement period, if O2 does not meet both targets service credits will be paid out in accordance with Table 6 below.

Service credits for Synthetic Call Transactions Service Level failures

- 3.5 If O2 fails to achieve both the Live Call Quality and Synthetic Call Transactions Service Levels in a given measurement period, O2 will pay to the Customer a service credit by way of fixed compensation in accordance with Table 7. For the avoidance of doubt, if O2 fails to achieve one Service Level but achieves the other, then no service credits shall be payable.
- 3.6 The amount of service credit payable is determined by the extent of the failure to achieve the Synthetic Call Transactions Service Level. For the avoidance of doubt, the amount of service credit payable is not affected by the extent of the failure of the Live Call Quality Service Level (subject always to paragraph 3.5).

Table 7 Synthetic Call Transactions Service Credits

Mean Opinion Score	Service Credit
≥3.5 & <4.0	2.5%
<3.5	5%

- 3.7 The service credit payable will be calculated against the total monthly channel Rental Charges for the OVMT Service (excluding Rental Charges for Trunk Connector and Analogue Line, Data Access Network, SIP Trunk Call Manager or any feature based services) for the affected month and paid in accordance with paragraph 5 of this Appendix 1.
- 3.8 This paragraph 3 does not apply in respect of Trunk Connector calls.
- 3.9 The assumptions and exclusions set out in paragraph 4 of this Appendix 1 apply in respect of the Service Levels in paragraphs 3.2 and 3.3.

4 ASSUMPTIONS AND EXCLUSIONS FOR SERVICE LEVELS

- 4.1 The Service Levels only apply from the beginning of the first full month following the Service Commencement Date.

- 4.2 O2 shall not be responsible for any failure to achieve any of the above Service Levels (and the Customer shall not be entitled to any associated fixed compensation which may be specified in this Service Schedule) if the failure was caused directly or indirectly, in whole or part, by any of the following:
- a) the Customer's improper use of the OVMT Service;
 - b) any configuration change made to the Tenant which is not carried out:
 - i) by O2;
 - ii) by or on behalf of the Customer, in accordance with Quick Start Guide and pursuant to paragraph 12; or
 - iii) by or on behalf of the Customer without O2's prior authorisation;
 - c) any unforeseen application of laws, regulations or customs dispositions that affected the OVMT Service;
 - d) any cause out of the reasonable control of O2;
 - e) external source;
 - f) any cause due to the Customer or a User's action or omission other than as required to comply with the Agreement;
 - g) any Customer Equipment or O2 Supplied Equipment that is not being managed by O2;
 - h) any issue or incident on the Customer's side of the Demarcation Point which affects the performance and/or functionality of the OVMT Service (including but not limited to issues or incidents relating to the Customer Communications Platform, Analogue Devices or Analogue Adapters); or
 - i) any Site related problems which are not caused by a fault in the OVMT Service (for example power interruption on the Site).
- 4.3 For the calculation of 'elapsed time' based Service Levels, in addition to the circumstances outlined in paragraph 3.14 of Appendix 1 of the Service Management Schedule, the clock stops where:
- a) there is a service interruption request or cancellation by the Customer;
 - b) the Customer fails to provide any data requested by O2;
 - c) there is any planned maintenance of the OVMT Service notified to the Customer;
 - d) the Customer fails to respond to contact from O2 and, as a result, it has not been possible to schedule an appointment to carry out service-related activities at the Site, or these activities cannot be carried out when programmed; or
 - e) Site access is unavailable or otherwise denied when requested;
- 4.4 The clock will remain stopped until the reason which gave rise to the stoppage has disappeared; if the stop lasts more than one (1) month, it shall be treated as if the OVMT Service has been terminated for convenience and, save where paragraph 4.3 c) applies, the Customer shall pay any Termination Fees and/or other Charges due and payable to O2 in accordance with this Agreement.

5 SERVICE CREDIT PAYMENTS

- 5.1 Subject to the limit set out in the Agreement, O2 shall automatically credit the Customer with the applicable service credits. Service credits shall either be shown as a deduction from the amount due from the Customer to O2 in the next invoice then due to be issued under the Agreement, or O2 shall issue a credit note against a previous invoice and the amount for the service credits shall be repayable by O2 as a debt within [NUMBER] Working Days of issue of the credit note.]
- [OR]
- 5.2 [O2 shall pay all service credits to which the Customer is entitled pursuant to this Service Schedule retrospectively in accordance with this paragraph 5. The Customer must claim any service credits which it reasonably considers it is entitled to in writing within thirty (30) days of the end of the period over which the service credit in question is calculated. O2 shall investigate the claim and if it determines that a service credit is due, O2 shall pay such service credit either as a deduction from the amount due from the Customer to O2 in the next invoice then due to be issued under the Agreement, or O2 shall issue a credit note against a previous invoice and the amount for the service credits shall be repayable by O2 as a debt within sixty (60) Working Days of issue of the credit note.]
- 5.3 Notwithstanding clause 17.3 of the General Conditions and clause 5.4 of the Fixed Services Terms, O2's total aggregate liability in respect of compensation for failure to meet Service Levels in relation to the OVMT Service shall be limited, in each calendar year, to 5% of the total monthly channel Rental Charges for the OVMT Service that are paid or payable by the Customer in the applicable calendar year.

APPENDIX 2 – CLI PRESENTATION FLEXIBILITY – STATEMENT OF COMPLIANCE

"I hereby confirm on behalf of..... (the "Applicant"),
and I am duly authorised so to do, that:

- a) the number requested for use as a presentation number ("PN") is either allocated to the Applicant and the Applicant does not require the permission of anyone else in relation to that number or the requested PN is not allocated to the Applicant but consent from the allocated owner for its use as a PN has been obtained and has not been withdrawn;
- b) the requested PN is in use;
- c) the Applicant shall immediately inform its telecommunications service provider if any of the information in this statement ceases to be correct;
- d) the telecommunications service provider may suspend and/or withdraw use of its Presentation CLI Service if it is subsequently found that the information in this statement was, or has become, inaccurate or if the PN is being misused in any way;
- e) the Applicant understands that the PN must not be a number that connects to a revenue sharing number that generates excessive or unexpected call charges in which case the telecommunications service provider may suspend and/or withdraw use of the Presentation CLI Service;
- f) when requested, the Applicant shall insert a "P-Asserted-Identity" field (as defined in RFC3325 available at <http://www.faqs.org/rfcs/rfc3325.html>) in the header of SIP packets sent from IPDC end-points and such field must be populated with a CLI provided by the network service provider in E.164 format; and
- g) the Applicant acknowledges that its network service provider may withdraw the service without penalty in the event that a) having made the appropriate configuration change The Applicant fails to make at least one test call within twenty (20) Working Days and/or b) the Applicant reverses the configuration change.

The Applicant hereby indemnifies its telecommunications service provider and any underlying network service provider against any claims by any third party relating to use of the PNs.

The Applicant hereby acknowledges that the telecommunications service provider may withdraw this facility at any time for regulatory or legal reasons or if it suspects its misuse or if its use is challenged by any third party.

Signed

Dated

SERVICE SCHEDULE – SERVICE MANAGEMENT SCHEDULE

1 DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement, the following terms and expressions shall have the following meanings unless the context otherwise requires:

Term / Expression	Meaning
"Change Request"	means a change to the Services requested by the Customer or proposed by O2 which may take the form of an IMAC and may result in a change to the Charges;
"CMDB"	means a configuration management database;
"Customer's First Line Service Desk"	means: - a first line service desk to provide support to Users provided by the Customer; or the Customer's Third Party service provider (as notified to O2 on or before the Service Commencement Date); or - where agreed by O2 and captured in the Customer Service Charter, a Customer's (or their Third Party service provider's) technical group;
"Demarcation Point"	shall in respect of each Service have the meaning given to it in the applicable Solution Tower Service Schedule;
"Engineer"	means an engineer employed or contracted by O2;
"Environmental and Usage Assumptions"	means any conditions or assumptions relating to the location, storage and/or usage of the Maintained Equipment or Maintained Software described in the appropriate Solution Tower Service Schedule;
"IMAC Catalogue"	means a catalogue of IMACs which will be updated from time to time and may be either accessed via the Management Portal or made available to the Customer upon request;
"Incident"	means: - any reported event which is not part of the standard operation of a Service; and/or - any reported fault, failure or defect in the Maintained Equipment or Maintained Software, and which, in either case, causes disruption to or a reduction in the quality of such Service;
"Major Incident"	means where a P1 Incident has occurred;
"Maintained Equipment"	means any item of O2 Supplied Equipment or Customer Equipment listed in the Commercial Schedule as maintained by O2 in accordance with the selected Service Components;
"Maintained Software"	means any Software listed in the Commercial Schedule as maintained by O2 in accordance with the selected Service Components or which is embedded on and supplied with the Maintained Equipment;
"NMC"	means O2's network management system;
"NOC"	means O2's network operation centre;
"O2 Service Desk"	means the service desk provided by O2 which will liaise with the Customer's First Line Service Desk in connection with the provision of support as set out in this Service Schedule;
"O2 Service Desk Portal"	means the online service portal which is made available to the Customer by O2 for the purposes outlined in paragraph 2 of Appendix 1;
"Reporting Pack"	means an agreed set of reports produced with the agreed frequency set out in the Service Charter;
"OEM"	means, in respect of any Maintained Equipment or Maintained Software, the original equipment manufacturer;
"Service Charter"	means a non-binding manual which outlines the Parties' responsibilities to each other and the operational processes and interfaces between the Parties in respect of the management of the Services (including, by way of example, the reporting of Incidents, planned maintenance windows and provision of support) as agreed by the Parties in accordance with paragraph 1 of Appendix 1.

Term / Expression	Meaning
“Service Component”	means a single component of a Tier;
“Service Management”	means the service management services described in this Service Schedule and the appropriate Solution Tower Service Schedule made up of one or more Tiers;
“Solution Tower”	means a Service provided by O2 and detailed in a separate Service Schedule to which Service Management is applied;
“Supported Hours”	means the hours during which O2 provides Service Management for each Service Component as set out in paragraph 6 or otherwise specified in the Solution Tower Service Schedule;
“Tier”	means a single tier of Service Management, which may be one of the four (4) Tiers described in paragraph 6;
“Third Party”	means any party who is not the Customer or O2 (or in the case of the Services and only to the extent they are involved in the provision of the Services, one of O2’s subcontractors); and
“User”	means an end user of the Services.

- 1.2 References to clauses and sub-clauses refer, unless otherwise stated, to clauses and sub-clauses of this Service Schedule; references to appendices are to the appendices to this Service Schedule, references to schedules are to the schedules of the Master Agreement or a Call-off Contract (as applicable) and references to paragraphs are to the paragraphs of the appendices to this Service Schedule.
- 1.3 The rules of interpretation set out in clauses 1.3 to 1.10 of the General Conditions shall apply equally to this Service Schedule.

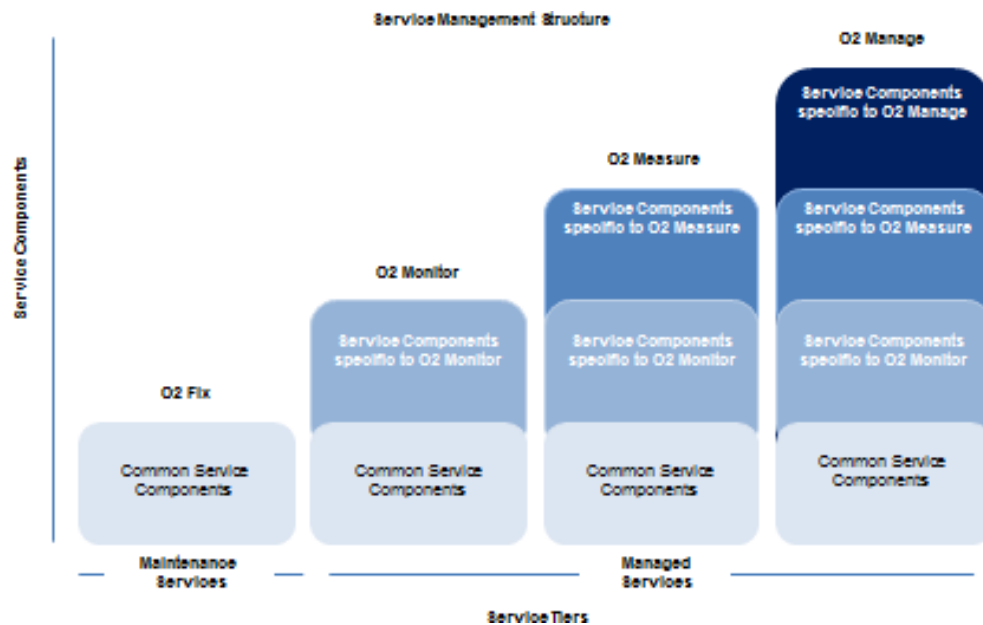
2 FIXED SERVICE

- 2.1 Service Management is a Fixed Service and the Fixed Services Terms (including the Connectivity Appendix, the Equipment Appendix and the Special Conditions Appendix) will apply to this Service Schedule.
- 2.2 Service Management shall commence, in respect of each Service or applicable part of the Service, on the Service Commencement Date.

3 SERVICE MANAGEMENT SERVICE

- 3.1 Service Management is available in respect of the following Solution Towers as updated by O2 from time to time:
- a) **[e.g. Managed WAN]**
 - b) **Managed LAN**
 - c) **Managed Unified Communications**
 - d) **PBX Maintenance**
- Amend bulleted list of applicable Solution Towers here]**
- 3.2 The applicable Tiers and Service Components available for a Solution Tower are detailed in the relevant Solution Tower Service Schedule. Figure 1 outlines the relationship between the different Tiers and Service Components.

Figure 1 Tiers and Service Components



4 EXCLUSIONS

4.1 The following activities are outside the scope of Service Management:

- a) the provision of service desk support directly to Users;
- b) any Service Management, including but not limited to the investigation, restoration or resolution of Incidents related to or the connection, configuration or alteration of, equipment, software and/or services not detailed in the Commercial Schedule except where agreed between the Parties in writing (for example as a result of approved orders);
- c) any Service Management of Maintained Equipment or Maintained Software on the Customer's side of the Demarcation Point. O2 shall not provide security policies, except for the security policies associated with the operation and/or use of the Services; and
- d) any other exclusions which are listed in the applicable Solution Tower Service Schedule.

5 CUSTOMER OBLIGATIONS

5.1 The Customer shall at its own expense:

- a) provide the Customer's First Line Service Desk and procure that it will:
 - i) work with O2 to create, agree and work to the Service Charter;
 - ii) ensure the continued availability of a nominated and sufficiently authorised representative to address escalations during the hours of service;

- iii) provide first line support directly to Users including but not limited to any Incident triage and information capture which is reasonably required to facilitate O2's performance of its obligations under the Agreement; and
- iv) facilitate information exchanges with O2 to enable the delivery of Service Management;
- b) procure the support, co-operation and Site specific knowledge transfer of its incumbent service provider (if applicable) and Customer's First Line Service Desk as reasonably required by O2 to assist O2 in undertaking the migration of the Services from the incumbent service provider to O2;
- c) in respect of any Maintained Software not provided to the Customer by O2, ensure that prior to commencement of Service Management the Customer has installed the latest version of, and has adequate arrangements in place to ensure the ongoing support of, such software;
- d) provide sufficient notice to O2 (which in any event shall be no less than seven (7) Working Days) of:
 - i) the appointment by the Customer of any Third Party to provide the Customer's First Line Service Desk or any other service which may have an impact on the Services; or
 - ii) of any changes to the Customer's First Line Service Desk; any equipment, software (including Software) or system on the Customer's side of the Demarcation Point; or any other relevant part of the Customer's business that may impact on the provision of the Services;
- e) procure that any Third Party appointed by the Customer to provide the Customer's First Line Service Desk or any other service that may impact on the provision of the Services shall provide such support, co-operation and information as O2 may reasonably require from time to time in connection with the provision of the Services and at all times adhere to the agreed Customer operational change management policies. The Customer shall be responsible for that Third Party's actions as if they were the actions of the Customer;
- f) supply to O2 all documentation and information reasonably required to assist O2 to provide Service Management including, without limit:
 - i) types, models and serial numbers of the Maintained Equipment prior to the Service Commencement Date;
 - ii) licence details, and current patch levels of any Maintained Software prior to the Service Commencement Date;
 - iii) technical details of and information regarding the Sites, the Customer's systems architecture, equipment and its operating requirements;
 - iv) information about any Incident; and
 - v) any information which O2 may require in order to reclaim a warranty from a Service Provider or Third Party;
- g) ensure that a nominated contact will be available to promptly provide such information and assistance as O2 may reasonably request from time to time in connection with the performance of the Service and/or the resolution of any Incident;
- h) provide to, or procure for, O2 all the necessary access controls and processes for access to all Sites, Maintained Equipment and Maintained Software and the Customer shall not disconnect or otherwise interfere with any connectivity which O2 uses for the purpose of remote monitoring or fixing Incidents;
- i) agree to O2's mandatory maintenance windows for each Service (as applicable);

- j) co-operate with O2 to agree any other planned maintenance windows in a timely manner as O2 may reasonably require from time to time in connection with the provision of the Services;
- k) (with the exception of any data for Maintained Equipment for which O2 specifies it will retain back-up copies in a Solution Tower Service Schedule) be solely responsible for safeguarding its data by taking backup copies, maintaining a disaster recovery process and through any other means the Customer believes appropriate including, without limit, by utilising up to date anti-virus software;
- l) co-operate with O2 in diagnosing the reasons for any malfunction of the Maintained Equipment or Maintained Software;
- m) delete or where necessary destroy all copies of any Maintained Software which is no longer licensed to the Customer and provide to O2 upon request with written confirmation that such Maintained Software has been deleted or where necessary destroyed. If the Customer fails to delete or destroy the Maintained Software, O2 shall be entitled to invoice the Customer for any costs, expenses or charges it may incur whether from the licensor of such Maintained Software or otherwise;
- n) comply with all statutory requirements, regulations, recommendations or instructions relating to the use or testing of the Maintained Equipment or Maintained Software and shall obtain and pay for any licences, way leaves, suitable private wires, or any other items necessary of the operation of the Services; and
- o) provide and maintain security policies (except for the security policies associated with the operation and/or use of the Services).

5.2 The Customer is responsible for ensuring that a Service meets its current and future business needs and for interpreting or implementing any recommendations which are provided by O2 from time to time in connection with Service Management.

5.3 O2 shall not be responsible for any failure and/or delay in the performance of any of its obligations in the Agreement or the achievement of any Service Levels to the extent caused, in whole or part, by the acts or omissions of the Customer or a Third Party (including without limit, any failure to comply with this paragraph 5 or any of its obligations under the Fixed Terms including the Connectivity Appendix, the Equipment Appendix and the Special Conditions Appendix).

6 SERVICE MANAGEMENT – TIER SUMMARIES

6.1 O2 offers four (4) Tiers of Service Management:

- a) O2 Fix;
- b) O2 Monitor;
- c) O2 Measure; and
- d) O2 Manage.

6.2 Each Tier contains different Service Components. Details of the Tiers, their associated Service Components and their Supported Hours are set out in Table 1 below. The Tiers are cumulative (meaning that if the Customer purchases O2 Manage, the Service Components of O2 Measure, O2 Monitor and O2 Fix shall also be provided).

- 6.3 The applicable Tiers and Service Components selected by the Customer are detailed in the Commercial Schedule. O2 shall not provide any Service Component that are not stated in the Commercial Schedule and any Service Levels associated with that Service Component detailed in the relevant Solution Tower Service Schedule shall not apply to such Solution Tower.

Table 1 Tiers and Service Components

Ref	Service Components	Supported Hours	Managed Service Tiers			
			Included (✓) Not Included (✗) or Optional			
			O2 Fix	O2 Monitor	O2 Measure	O2 Manage
OP01	Business to Business Service Desk	24x7 including Public Holidays	✓	✓	✓	✓
OP02	O2 Service Desk Portal	24x7 including Public Holidays	✓	✓	✓	✓
OP03	Incident Management	24x7 including Public Holidays	✓	✓	✓	✓
OP04	Change Management (Including. Optional Request & IMACs)	09:00 to 17:00 on Working Days	✓	✓	✓	✓
OP05	Post Incident Problem Management	09:00 to 17:00 on Working Days	✓	✓	✓	✓
OP06	Service and Asset Management Configuration	09:00 to 17:00 on Working Days	✓	✓	✓	✓
OP07	Maintenance and Technical Support [Maintenance only for O2 Fix]	24x7 including Public Holidays	✓	✓	✓	✓
OP08	Service Reporting	09:00 to 17:00 on Working Days	✓	✓	✓	✓
OP09	Equipment End Of Life Reporting and Recommendation	09:00 to 17:00 on Working Days	✓	✓	✓	✓
OP10	New Software Availability	09:00 to 17:00 on Working Days	✓	✓	✓	✓
OP11	Service Delivery Management	09:00 to 17:00 on Working Days	✗	✓	✓	✓
OP12	Remote Availability Event Monitoring	24x7 including Public Holidays	✗	✓	✓	✓
OP13	Management Portal	24x7 including Public Holidays	✗	✓	✓	✓
OP14	Remote Availability Event Observations	09:00 to 17:00 on Working Days	✗	✓	✓	✓
OP15	Pro-Active Problem Management	09:00 to 17:00 on Working Days	✗	✓	✓	✓
OP16	Configuration Backup	24x7 including Public Holidays	✗	✓	✓	✓
OP17	Security and Critical Patch Reporting	09:00 to 17:00 on Working Days	✗	Optional	Optional	✓
OP18	Software End of Sale / End of Life Reporting	09:00 to 17:00 on Working Days	✗	Optional	Optional	✓
OP19	Security and Critical Patch Deployment	09:00 to 17:00 on Working Days	✗	Optional	Optional	✓
OP20	Remote Performance Event Monitoring	24x7 including Public Holidays	✗	✗	✓	✓

			Managed Service Tiers			
			Included (✓) Not Included (✗) or Optional			
OP21	Remote Performance Event Observations	09:00 to 17:00 on Working Days	✗	✗	✓	✓
OP22	Remote Performance Event Recommendations	09:00 to 17:00 on Working Days	✗	✗	✗	✓

6.4 Any Customer request for the provision of Service Management outside of the Supported Hours will incur additional Charges.

6.5 A detailed description of each Service Component is set out in Appendix 1.

APPENDIX 1 – SERVICE COMPONENT DESCRIPTIONS

TIER – O2 FIX

1 BUSINESS TO BUSINESS SERVICE DESK [OP01]

- 1.1 O2 will provide a Service Desk allowing the Customer's First Line Service Desk to report Incidents to O2.
- 1.2 O2 Service Desk shall only accept calls relating to Incidents which are received from the Customer's First Line Service Desk.
- 1.3 Under the guidance of the Customer O2 will establish a working relationship with the Customer's First Line Service Desk including but not limited to:
 - a) jointly creating, agreeing and working to the Service Charter; and
 - b) where the Customer's First Line Service Desk is provided by a Third Party, acting reasonably to resolve any issues of inter-working with such Third Party before escalating to the Customer.
- 1.4 The Customer shall procure that Users do not call the O2 Service Desk directly. On the occurrence of such event O2 shall refer any Users to the Customer's First Line Service Desk.

2 O2 SERVICE DESK PORTAL [OP02]

- 2.1 O2 will provide the Customer or its nominated representative(s) with access to the O2 Service Desk Portal to enable the Customer to:
 - a) log Incidents and review its status on O2's service management system; and
 - b) submit agreed change requests relating to the Services.
- 2.2 Use of the O2 Service Desk Portal will be subject to the Customer registering on the O2 Service Desk Portal and accepting the associated terms of use.

3 INCIDENT MANAGEMENT [OP03]

Call receipt/Incident logging

- 3.1 All Incidents, service requests or change requests can be reported to the O2 Service Desk or via the O2 Service Desk Portal. To enable O2 to comply with its Service Level obligations all P1 and P2 Incidents must be reported by telephone to the O2 Service Desk. Email should only be used to supply O2 with supplementary information when requested and must not be used to log Incidents, service requests or change requests.
- 3.2 When an Incident is reported to O2 by the Customer via the telephone or proactively logged by O2, details of the Incident will be recorded by O2 on its service management system by the designated service desk analyst and a unique Incident reference number allocated. This reference will be made available to the Customer's First Line Service Desk and quoted in any subsequent communications regarding the Incident.
- 3.3 When raising an Incident with the O2 Service Desk, the Customer's First Line Service Desk will provide a minimum standard data set as specified in the Service Charter.
- 3.4 Where applicable, O2 shall provide the following information to the Customer's First Line Service Desk when O2 pro-actively logs a new Incident:

- a) Incident reference number;
- b) description of Incident;
- c) likely symptoms of any individual Incidents;
- d) priority assigned to the Incident;
- e) details of any investigative action taken;
- f) details of any linked Incidents; and
- g) details of any workaround that has been identified.

Incident Management

- 3.5 In addition to its Service Level obligations, O2 will use its reasonable endeavours to restore normal service operation promptly **and minimise the impact on the Customer's business operations**.
- 3.6 Where possible O2 will always seek to resolve Incidents using remote access to minimise outages or component failure recovery. Where the Maintained Equipment or Maintained Software has a remote diagnostic facility, an Engineer will access the Maintained Equipment/Maintained Software to either clear the Incident or provide supporting information for the allocated Engineer to attend the Site.
- 3.7 At the time the Incident is logged O2 will classify the priority of each Incident in accordance with the priority definitions in the applicable Solution Tower Service Schedule (having regard to its impact and urgency). If for any reason there is a disagreement between the Customer's First Line Service Desk and the O2 Service Desk regarding the priority of an Incident, then O2's assessment of the priority will be accepted. The Customer may at any time ask for a review of the assigned priority level in accordance with the escalation process set out in the Service Charter. An Incident will be closed on O2's service management system (with the correct closure category set and appropriate closure details included) when confirmation of resolution has been received from the Customer's First Line Service Desk or, in the absence of such confirmation, **TBC** days after O2 notifies the Customer's First Line Service Desk of its resolution.
- 3.8 During the lifecycle of an Incident, the O2 Service Desk will monitor the status and progress of the Incident against agreed Service Levels and escalate to the appropriate resolving group and Customer's First Line Service Desk as described in the Service Charter.
- 3.9 Where a Major Incident occurs, O2 shall appoint a representative of O2 (the "Major Incident Manager") to co-ordinate and liaise with the Customer representatives and manage the response and resolution of the Major Incident, however the Customer retains the ownership of the Customer's major incident process and communication methods within the Customer's environment.
- 3.10 The tracking and requesting of progress updates in line with the agreed frequency (depending on Incident priority) will be managed by the O2 Service Desk and reported to the Customer's First Line Service Desk as described in the Service Charter. The Customer's First Line Service Desk will be responsible for informing any Users about Incident progress.
- 3.11 Service will be restored by O2 (or by Customer's First Line Service Desk at point of initial User contact) using workarounds if necessary to minimise disruption to the Customer's business, with due consideration being given to the potential disruption of additional visits/work at the Site.
- 3.12 Where an Incident is not being resolved due to disagreement where ownership of the resolution resides or where multiple Third Party service providers require co-ordination, O2 agrees to attend conference calls as required by the Customer's First Line Service Desk.

Standard Incident Priority, Incident Logged, On Hold, and Resolved/Closed Restoration Targets

- 3.13 Incident Service Levels shall be measured from the moment a unique Incident reference number is provided to the Customer's First Line Service Desk (whether the Incident is logged by the Customer's First Line Service Desk or proactively logged by O2) until the moment O2 deems it is resolved in its sole discretion (notwithstanding whether or not the Incident has been formally closed in O2's service management system). For example where an Incident is resolved remotely, then O2 will consider the Incident resolved when the remote diagnosis results in a clearance or successful workaround.
- 3.14 Any time which is outside of the Supported Hours shall not be taken into account when measuring O2's performance against any Service Levels. Furthermore for the purposes of calculating Service Levels the clock shall be paused for the duration of any period where:
- a) O2 is required to contact an OEM 3rd line support function and the OEM concurs that escalation to them was appropriate and justified. Should the OEM not concur, the clock will not be paused and the duration of any such consultation with the OEM will be included in measuring O2's performance against the applicable Service Level. O2 will use all reasonable endeavours to provide a workaround or alternative solution to restore the Services in whole or in part during any time the clock is paused pursuant to this paragraph;
 - b) O2 has requested and is waiting for additional information from the Customer;
 - c) an Incident is on hold on agreement with the Customer; or
 - d) O2 has agreed a planned maintenance window with the Customer (whether in the Service Charter or otherwise) and O2 is undertaking planned maintenance during such maintenance window.

Incident Escalation

- 3.15 O2 and the Customer will ensure operational and peer to peer management escalation tables are defined in the Service Charter prior to commencement of a Service and maintained during in-life service by O2.
- 3.16 During an Incident the Customer's First Line Service Desk or the O2 Service Desk can invoke escalation processes in the event of Service Level breach.

4 CHANGE MANAGEMENT [OP04]

- 4.1 O2 will have no obligation to provide change management services unless and until the Customer has agreed to written change process which will be based on O2's formal change process (whether as part of the Service Charter or otherwise).
- 4.2 The O2 change management services shall include:
- a) change registration, and where applicable assessment and prioritisation (including emergency change);
 - b) change categorisation;
 - c) impact assessment on the Services only;
 - d) change approval and subsequent scheduling;
 - e) change implementation and, where applicable, back out; and
 - f) change review and closure.
- 4.3 O2 will log and track all 'Requests for Change' (RFC) associated with the provision of Service Management within its call logging system.

- 4.4 All RFCs raised by the Customer must originate from authorised personnel before being processed by O2.
- 4.5 Any changes to Maintained Equipment or Maintained Software will be updated within O2's Service Desk and Customer's First Line Service Desk CMDB systems
- 4.6 All changes required to Services will be controlled and governed by the Customer's Change Advisory Board ("CAB") or equivalent, working in conjunction with the Customer's change management processes. O2 will make change recommendations to the Customer's CAB (or its equivalent) accordingly.
- 4.7 The Customer and/or its nominated representative shall create and maintain a Forward Schedule of Change ("FSoc") of upcoming releases and changes as part of the Customer change management process and shall be provided to O2 on an agreed and scheduled basis, and updated with any changes that may affect O2's provision of the Services only once they have been approved by both the CAB and O2.
- 4.8 Each Party shall enable changes to be passed between their respective change management systems and ensure that all updates and changes in status to the change record are passed to the other Party in line with agreed timescales.

Moves, Additions, Deletions and Changes ("MADC" or "IMAC")

- 4.9 Moves, Additions, Deletions and Changes ("MADC" or "IMAC") will be requested on a case by case basis, and will commence upon agreement of scope and either provision of a Purchase Order ("PO") for the agreed scope or purchase of the necessary number of Tokens by the Customer.
- 4.10 O2 Service Desk will provide the Customer's First Line Service Desk with updates of progress on request and advise when the work is completed.
- 4.11 The Customer may purchase a package of tokens ("Tokens") to be spent on IMACs of the type detailed in the IMAC Catalogue. Any Tokens purchased by Customers are applicable to any Tier of Service Management.
- 4.12 IMACs are assigned a Token value which is set out in the IMAC Catalogue, and the Customer's Token balance is decremented in accordance with those values. Tokens can be purchased at the Charges set out in the Commercial Schedule.
- 4.13 All IMACs must be executable remotely, and may be executed either inside or outside of Working Hours at O2's discretion providing that O2 will accommodate Customer requests to execute IMACs outside of Working Hours subject to Additional Charges.
- 4.14 Any Change Requests required by the Customer outside of the IMAC Catalogue:
 - a) must be requested in writing to O2 by the Customer;
 - b) will be quoted for by O2 upon such request; and
 - c) provided by O2 subject to written approval of the quote and provision of a PO by the Customer.
- 4.15 All Change Request quotes issued by O2 shall assume that any work being undertaken will be completed inside of Working Hours and on a date determined at O2's sole discretion unless specifically noted otherwise in the quote. The Customer may request alternative dates or delivery of Change Requests outside of Working Hours subject to Additional Charges.

Change Requests Requiring Site Visit

- 4.16 The supply and installation of additional equipment, software upgrades and any major installation work (e.g. site moves) will be subject to individual quotation between O2 and the Customer.
- 4.17 Where the Customer requires a Change Request which includes the requirement for a physical visit to Site, these will always incur Additional Charges, such Additional Charges to be agreed with the Customer prior to delivery by O2.

Acceptance of Change Requests

- 4.18 Where O2 provides the Customer a quote in accordance with this paragraph 4, the Customer's issuance of a PO will indicate acceptance of:
 - a) Any additional terms and conditions included in the quote; and
 - b) The Additional Charges included in the quote.

5 POST INCIDENT PROBLEM MANAGEMENT [OP05]

- 5.1 Following resolution of an Incident of the type specified in paragraph 5.2 below, a reactive post incident problem management service will be provided to determine the root causes of such Incident and to apply permanent resolutions where viable and subject to the appropriate commercial arrangements.
- 5.2 A reactive problem management record will be raised:
 - a) when a Major Incident has occurred; or
 - b) when the Customer (acting reasonably) specifically requests a problem record to be raised as part of their internal problem management process.
- 5.3 Furthermore where a Major Incident has occurred:
 - a) O2 shall within five (5) Working Days of the Customer's request, produce an initial report (the "Post Major Incident Report"), detailing the circumstances of the Major Incident, the actions taken to resolve it, a root cause analysis of the problem, recommendations to the Customer, and a remedial plan where appropriate to reduce or remove the risk of a similar Incident occurring; and
 - b) O2 and the Customer will meet to discuss the Post Major Incident Report and agree what action to take to implement the remedial plan, which may include the replacement, upgrade or change of components of the affected Service and any associated Charges.
- 5.4 Given the nature of investigation of unknown causes then problems will not have a fix time but will be monitored to ensure progress against the agreed actions and timings stated in any Post Management Incident Report or problem management record.
- 5.5 Any actions requiring formal change control procedures will be agreed in any Post Management Incident Report or problem management record.
- 5.6 Where the problem management process identifies an area that can be resolved under continuous improvement this will be fed into the O2 continuous improvement plan.

6 SERVICE AND ASSET MANAGEMENT [OP06]

- 6.1 O2 will:

- a) maintain an inventory of all Maintained Equipment and Maintained Software within O2's CMDB. O2 will maintain the CMDB based on changes which it is aware of for the delivery of the Services and will agree all the configuration data of deployed assets discovered during due diligence prior to uploading it to the CMDB;
- b) (when requested) provide the CMDB data to the Customer (using the agreed method and format and with the agreed frequency) for loading and maintaining in the Customer's own systems;
- c) record appropriate system configurations and other configuration items within the CMDB;
- d) undertake asset registration/deletion for new, replacement or removed assets; and
- e) store all relevant Service information in the CMDB (including but not limited to all information required to manage Incidents, problem and change processes and to provide asset and configuration management).

6.2 O2 shall only update the CMDB with details of known legitimate 'transactions' such as:

- a) RFCs (including assets deployed or removed due to commissioning/de-commissioning of Sites);
- b) purchases;
- c) audits;
- d) discovery tools;
- e) scheduled configuration updates; and
- f) asset changes due to an Incident.

6.3 As part of the Reporting Pack O2 will provide an overview of the assets relating to the Maintained Equipment and Maintained Software and illustrate the status of devices/connectivity being added to, or removed from, the Service.

7 MAINTENANCE AND TECHNICAL SUPPORT [OP07]

O2 Maintenance Services

- 7.1 The Customer is responsible for the provision of first level support directly to Users. O2 will provide second level support and third level support for the Maintained Equipment and Maintained Software comprising of the equipment maintenance services and software maintenance services described in Table 2 below in connection with the Maintained Equipment and Maintained Software (the "O2 Maintenance Services"). Details of the Service Levels which apply to the O2 Maintenance Services together with any additional and specific terms which apply to the performance of the O2 Maintenance Services are set out in the appropriate Solution Tower Service Schedule.
- 7.2 The Customer must comply with its obligations under paragraph 3 ("Incident Management [OP03]") when reporting any Incidents relating to the Maintained Equipment or Maintained Software.

Table 2 O2 Maintenance Services

Maintenance Element	Description
Curative Maintenance	O2 shall following receipt of a request from the Customer's First Line Service Desk: a) inspect, test and diagnose (by attendance on Site or remotely) any reported Incident relating to an item of Maintained Equipment and carry out such repairs, replacement of parts or adjustment to such Maintained Equipment as O2 considers necessary to remedy the Incident; and b) diagnose and correct Incidents relating to Maintained Software whether by a patch or workaround, remotely via the Internet or via modem access or through the OEM or other support partner notified by O2 to the Customer as O2 considers most appropriate.
Replacement Parts for Maintained Equipment	a) O2 shall supply replacement parts or full units (which may, at O2's option, be new, second-hand or reconditioned) for any Maintained Equipment as O2, in its sole discretion, deems necessary from time to time. Replacement parts will be of equivalent functionality but may not be identical to the part replaced. The provisions of the Equipment Appendix to the Fixed Terms shall apply equally to the supply of all such replacement parts. b) Any parts that have been replaced by O2 shall become the property of O2 and the Customer warrants that O2 will have free and unencumbered title to the replaced parts and (where the Maintained Equipment is leased or charged) the Customer warrants that it has obtained all necessary consents to part with the possession of, and give good title to, the replaced parts.
Loans of Maintained Equipment	Where applicable O2 shall provide a loan unit to provide a temporary remedy with the loan unit functioning in place of the original Maintained Equipment, whilst the original equipment is being repaired. Loan units shall be of an equivalent standard to the original Maintained Equipment.
Routine Maintenance of Maintained Equipment	O2 may, at its sole discretion, carry out routine inspection or testing (or both) of the Maintained Equipment whether remotely, or by visiting the Site as appropriate. Any material faults revealed by inspection or testing will (save where it is End of Life Equipment or Beyond Physical or Economical Repair Equipment) be corrected by repair or, at O2's option, by replacement in whole or part. Expended consumable items will be replaced and a Charge made for the new items.
End of Life Maintained Equipment or Maintained Software	Where the OEM of an item of Maintained Equipment or Maintained Software has withdrawn the provision of support and maintenance services, the following shall apply: a) O2 will suggest alternatives to the Customer for the replacement of the Maintained Equipment or Maintained Software with a suitable alternative. This may incur additional Charges, and will be offered without any assurance as to the continued compatibility with the Customer's existing equipment, software or services, other than with other Maintained Equipment for its OEM designated purpose; b) O2 will exercise reasonable endeavours to continue the provision of the Service to the Site in line with the target Service Levels however service credits or other compensation will not be applicable if any Service Level is not met as a result of, or in connection with, a failure of the Maintained Equipment or Maintained Software; or c) O2 may agree to provide O2 Maintenance Services for the relevant Maintained Equipment or Maintained Software on a time and material basis in accordance with O2's then current rates. O2 will exercise reasonable endeavours to provide the O2 Maintenance Services in accordance with any target Service Levels however service credits or other compensation will not be applicable if any Service Level is not met.

Maintenance Element	Description
Beyond Physical or Economic Repair Maintained Equipment	O2 may, on thirty (30) days' written notice and without liability to the Customer, cease to provide the O2 Maintenance Services in respect of an item of Maintained Equipment if the maintenance would be: a) impossible due to the unavailability of spare parts; b) uneconomic due to the extent of damage to the Maintained Equipment; or c) commercially unfeasible because the damage has been caused by excessive wear and tear and/or the Customer's failure to comply with the OEM's instructions or Environmental and Usage Assumptions. Where O2 ceases to provide the O2 Maintenance Services in respect of an item of Maintained Equipment for one of the reasons stated above: a) the Charges in relation to the equipment maintenance services for that Maintained Equipment shall also cease unless it is possible to refurbish the relevant Maintained Equipment and O2 and the Customer agree, within the notice period, that the Maintained Equipment may be refurbished at the Customer's expense; or b) O2 may agree to provide O2 Maintenance Services for the relevant Maintained Equipment on a time and materials basis in accordance with O2's then current rates; and c) following the thirty (30) day notice period, or during any refurbishment of the relevant Maintained Equipment and until such Maintained Equipment is brought back into proper, maintainable working order (if possible), the Service Levels relating to the relevant Maintained Equipment will be suspended.

General Principles and Exclusions

- 7.3 Where Maintained Equipment or Maintained Software is unsupported by the OEM (for example, but not limited to end of life, OEM discontinued or an unsupported software release), Service Levels will not apply to such Maintained Equipment or Maintained Software, in which case the support methodology will be agreed with the Customer and may be subject to a variation to the Charges.
- 7.4 Unless explicitly agreed otherwise with O2 in writing, the O2 Maintenance Services do not include:
- a) the investigation, restoration or resolution of reported Incidents:
 - i) caused by anything other than the Service;
 - ii) which have occurred as a result of the Customer not meeting its obligations under the Agreement;
 - iii) which have occurred as a result of subsequent installation or configuration work on the Maintained Equipment or Maintained Software performed by any person other than O2 or its authorised supplier;
 - iv) which are caused by the Customer or a Third Party's neglect, misuse or accidental damage of the Maintained Equipment or Maintained Software or a failure to operate the Maintained Equipment or Maintained Software in accordance with the instruction manuals or the purposes for which it was designed;
 - v) which involve transportation or relocation of the Maintained Equipment which is either to a location not approved by O2 and/or has caused damage to, or a fault with, the Maintained Equipment;
 - vi) which are caused by use of defective or inappropriate products with the Maintained Equipment or Maintained Software, provided that such defective or inappropriate products were not supplied by O2;
 - vii) caused by a defect or error in any software, excluding Maintained Software, used upon or in association with the Maintained Equipment;

- viii) involving accident or disaster affecting the Maintained Equipment including (without limitation) fire, flood, water, wind, lightning, vandalism, theft or burglary;
 - ix) caused by a failure, inability or refusal to allow O2 proper access to the Maintained Equipment or Maintained Software; or
 - x) which involves performance being adversely affected by the Customer's use of media and consumable items, which either are not suitable for use with the Maintained Equipment or have been treated with any substance;
- b) support visits to the Customer premises except where both Parties deem it necessary to enable O2 to perform the O2 Maintenance Services or otherwise required to fulfil its obligations under the Agreement;
- c) painting, cleaning, refinishing or paint touch up of, or electrical work external to, the Maintained Equipment;
- d) the provision of preventative maintenance or OEM defined consumables;
- e) the support or maintenance of faulty hard drives or removable media which O2 has, notwithstanding what is set out in Table 2, agreed in writing may be retained by the Customer following a replacement part being supplied by O2;
- f) save as otherwise provided by this Service Schedule, data recovery or restore, excluding configuration recovery for Managed Equipment; or
- g) repair, replacement or re-routing of any Customer wiring or cabling or provision of additional wiring and cabling on the Customer's side of the Demarcation Point.

7.5 If the Customer reports an Incident and O2 finds that there is no fault, or that the Incident was caused by the Customer, or that the Incident was caused by any of the events set out in paragraph 7.4, then the Customer will pay O2 for any costs incurred by O2 in providing the applicable Service Management.

7.6 In the event that any maintenance, repair, replacement, alteration or addition is made to any Maintained Equipment or Maintained Software by anyone other than O2 or its authorised suppliers, the Service Levels shall not apply and Service Management shall be provided at O2's then current rates on a reasonable endeavours basis only until such time as O2 is satisfied that the Maintained Equipment or Maintained Software is operating in accordance with its specification. To assess this O2 may request an acceptance test. Should the Customer reject such request O2 may terminate the Services relating to such Maintained Equipment or Maintained Software with immediate effect and invoice the Customer for the remainder of any Charges applicable to the Minimum Period.

8 SERVICE REPORTING [OP08]

8.1 An agreed full reporting schedule shall be defined and agreed with the Customer prior to the Service Commencement Date.

8.2 O2 shall produce and send a monthly Reporting Pack, within ten (10) Working Days of the end of a reporting period, to nominated representative(s) of the Customer describing the performance of the Services in the previous reporting period. The Reporting Pack shall include information on all aspects of the Service including:

- a) Incident reporting of calls raised, closed, brought and carried forward into and out of the reporting period; and

b) inventory reports - created and maintained which capture details relating to the contracted devices and illustrate the status of devices being added to, or removed from the Service.

8.3 O2 shall also, depending on the Tier and Service Components purchased, produce the report(s) detailed in Table 3 Additional Reports with the agreed frequency set out in the Service Charter:

Table 3 Additional Reports

Tier	Report
Fix	Maintained Equipment End of Life/End of Sale Reporting per OP09
Monitor	All of the above plus: a) Maintained Software End of Life/End of Sale; b) Remote Availability Event Monitoring per OP12; c) Remote Availability Event Observations per OP14; d) Pro-active Problem Management per OP15; e) Security and Critical Patch Reporting per OP17; and f) Software End of Sale / End of Life Reporting per OP18
Measure	All of the above plus: a) Remote Performance Event Monitoring per OP20; and b) Remote Performance Event Observations per OP21
Manage	All of the above plus Remote Performance Event Recommendations per OP22

9 EQUIPMENT END OF LIFE / END OF SALE [OP09]

- 9.1 O2 will provide with the agreed frequency set out in the Service Charter reporting on the Maintained Equipment to ascertain any end of sale (discontinued) or end of life (withdrawn support) products and provide recommendations as to replacement products. The Customer is solely responsible and accountable for the interpretation of any reports and observations provided by O2 and for determining what actions to take.
- 9.2 Such reporting is based on OEM reporting mechanisms which O2 will review aligned to the frequency of the reporting requirement and will reflect the OEM's reporting frequency where a report is deemed necessary by O2, unless stated otherwise in a Solution Tower Service Schedule.

10 NEW SOFTWARE AVAILABILITY [OP10]

- 10.1 Where a Customer requires and requests a copy of Software updates for their own purposes then (subject to the Customer's contract entitlement) O2 will download the Software and/or make it available to the Customer via:
- a) a central /secure cloud solution; or
 - b) the vendors' website.
- 10.2 O2 may on request (and subject to the Customer's contract entitlement) provide new releases of Software that has additional functionality or which is not required to resolve outstanding Incidents that have no suitable or agreed workaround and the deployment of such Software will be dealt with in accordance with paragraph 4 ("Change Management" [OP04]).

TIER – O2 MONITOR

11 SERVICE DELIVERY MANAGEMENT [OP11]

Service Delivery Manager

- 11.1 O2 will appoint an O2 Employee (the “Service Delivery Manager”) in relation to Service Management who shall be responsible for the following:
- a) Service Level ownership and management;
 - b) maintenance and operation of agreed processes for Incident Management and User communication;
 - c) managing the escalation process for Incidents exceeding Service Levels and acting as a point of contact for resolving issues with the Customer’s other providers of information communications and technology services;
 - d) production and distribution of service reports that include Service Level measurements; and
 - e) conducting reviews of instances of Service Level failure (irrespective of whether a service credit or compensation payment is payable) and, where appropriate, producing Service improvement plans to resolve current problems and/or reduce the probability of further Service Level failures.

Service Review Meetings

- 11.2 Service review meetings will be held on a monthly basis (or such other frequency as is set out in the Service Charter) with the Customer. The minutes and actions of which will be published by O2 to all relevant stakeholders within five (5) Working Days.
- 11.3 From time to time O2 may require the Customer’s First Line Service Desk (or its nominated representatives) to participate in reviews with the specific objective of improving the Service for the Customer.

12 REMOTE AVAILABILITY EVENT MONITORING [OP12]

- 12.1 Prior to the Service Commencement Date O2 shall:
- a) deploy and will maintain an appropriate NMS that consists of a set of open systems management tools and custom software developed to allow delivery of the following Service Components:
 - i) remote 24*7*365 availability monitoring and alerting;
 - ii) availability event management;
 - iii) remote configuration management; and
 - iv) availability reporting; and
 - b) configure the NMS to discover the equipment to which the O2 Monitor Tier will apply.
- 12.2 The Maintained Equipment will be polled 24 x 7 x 365 at five (5) minute intervals unless otherwise agreed with the Customer.
- 12.3 All events and alarms from the monitoring Service will be investigated and where appropriate, the incident logged with O2 Service Desk for further diagnosis, investigation and will be managed in accordance with paragraph 3 (“Incident Management [OPO3]”) during the Supported Hours.
- 12.4 The remote availability event monitoring service will provide monitoring for:

- a) Network or platform device availability (to component level including where applicable N +1); and
- b) availability reporting.

12.5 O2 will monitor the availability of the Maintained Equipment against the applicable Service Levels set out in the applicable Solution Tower Service Schedule and provide reports in accordance with the agreed frequency set out in the Service Charter.

13 MANAGEMENT PORTAL [OP13]

13.1 O2 will, where available, provide the Customer or its nominated representative(s) with access to a portal providing the functionality described in the applicable Solution Tower Service Schedule.

14 REMOTE AVAILABILITY EVENT OBSERVATIONS [OP14]

14.1 O2 will provide commentary on any aspect of the remote availability event monitoring service described in paragraph 12 (“Remote Availability Event Monitoring [OP12]”) above that will provide insight to the applicable Maintained Equipment.

14.2 All remote availability event observations will be provided as part of:

- a) the Reporting Pack unless deemed to be critical to the Service and its availability; and
- b) as an input to pro-active problem management and /or service improvements planning to assist with identifying possible issues which can potentially be resolved before causing an impact to the Service.

15 PRO-ACTIVE PROBLEM MANAGEMENT [OP15]

15.1 O2 will provide a proactive problem management service, with the aim of proactively monitoring trends and identifying pre-emptive actions to maximise service availability.

15.2 A problem management record will be raised when a persistent issue occurs with the same configuration item (“CI”). For these purposes a “persistent issue” is defined as “more than three (3) incidents occurring with the same CI in a thirty (30) day period”.

15.3 All pro-active problem management observations will be provided as part of the Reporting Pack unless deemed to be critical to the Service and its availability.

16 CONFIGURATION BACKUP [OP16]

16.1 O2 will provide a configuration backup service for agreed Maintained Equipment.

16.2 Maintained Equipment backups will be taken:

- a) in accordance with the agreed backup schedule set out in the Service Charter; and
- b) performed when a change of configuration is detected.

16.3 The O2 NOC will centrally store device configurations utilising the NMS tools.

17 SCHEDULED SECURITY AND CRITICAL PATCH REPORTING [OP17]

17.1 O2 will provide security and critical patch reports for the Maintained Software subject to any limitations set out in a Solution Tower Service Schedule. The Customer is solely responsible and accountable for the interpretation of any reports and observations provided by O2 and for determining what actions to take.

- 17.2** O2 will provide, with the agreed frequency set out in the Service Charter, security and critical patch reporting. Such reporting is based on OEM reporting mechanisms which O2 will review aligned to the frequency of the reporting requirement and will reflect the OEM's reporting frequency where a report is deemed necessary by O2, unless stated otherwise in a Solution Tower Service Schedule.
- 17.3** O2 and the Customer will review the Patch report and any O2 recommendations for applying a patch and will agree on the patches (if any) to be deployed. The deployment of patches will be dealt with in accordance with paragraph 19 ("Security and Critical Patch Deployment [OP19]").
- 17.4** Where O2 is informed of "Critical" security patches outside of an OEM standard patch report service O2 will use reasonable endeavours to report such notifications to the Customer within three (3) Working Days.

18 SOFTWARE END OF SALE / END OF LIFE REPORTING [OP18]

- 18.1** O2 will provide with the agreed frequency set out in the Service Charter reporting on the Maintained Software to ascertain any discontinued or end of life products and provide recommendations as to replacement products. The Customer is solely responsible and accountable for the interpretation of any reports and observations provided by O2 and for determining what actions to take.
- 18.2** Such reporting is based on OEM reporting mechanisms which O2 will review aligned to the frequency of the reporting requirement and will reflect the OEM's reporting frequency where a report is deemed necessary by O2, unless stated otherwise in a Solution Tower Service Schedule.

19 SECURITY AND CRITICAL PATCH DEPLOYMENT [OP19]

- 19.1** O2 and the Customer will agree to deploy all, selected or none of the patches reported pursuant to paragraph 17 ("Patch and Critical Patch Reporting [OP17]").
- 19.2** The deployment of patches will be dealt with in accordance with paragraph 4 ("Change Management" [OP04]), and may be subject to agreed additional Charges.

TIER – O2 MEASURE

20 REMOTE PERFORMANCE EVENT MONITORING [OP20]

- 20.1** Prior to the Service Commencement Date O2 shall:
- a) deploy and will maintain an appropriate NMS that consists of a set of open systems management tools and custom software developed to allow delivery of the following Service Components:
 - i) pro-active remote 24*7*365 performance monitoring and alerting;
 - ii) performance event management;
 - iii) remote configuration management; and
 - iv) utilisation data capture allowing performance reporting which can be fed into the Customer's capacity management process; and
 - b) configure the NMS to discover the equipment to which the O2 Measure Tier will apply.
- 20.2** All events and alarms from the remote performance event monitoring service will be investigated and where appropriate, the Incident logged with the O2 Service Desk for further diagnosis, investigation and will be managed in accordance with paragraph 3 ("Incident Management [OP03]") during the Supported Hours.

- 20.3 The remote performance event monitoring service will provide monitoring for:
- a) Network or platform device failure (to component level including where applicable N +1); and
 - b) performance reporting.
- 20.4 O2 will monitor the performance of the Maintained Equipment against the applicable Service Levels set out in the applicable Solution Tower Service Schedule and provide reports in accordance with the agreed frequency set out in the Service Charter.

21 REMOTE PERFORMANCE EVENT OBSERVATIONS [OP21]

- 21.1 O2 will provide reporting commentary on any aspect of the remote performance event monitoring service described in paragraph 20 ("Remote Performance Event Monitoring [OP20]") that will provide insight to the current performance of the Service.
- 21.2 All remote performance event observations will be provided as part of:
- a) the Reporting Pack unless deemed to be critical to the Service and its performance and availability; and
 - b) an input to pro-active problem management and /or service improvements planning to assist with identifying possible issues which can potentially be resolved before causing an impact to the Service.
- 21.3 Where the Customer does not purchase O2 Manage Tier then the Customer is solely responsible and accountable for the interpretation of any reports and observations provided by O2.

TIER – O2 MANAGE

22 REMOTE PERFORMANCE EVENT RECOMMENDATIONS [OP22]

- 22.1 O2 will provide a report detailing:
- a) potential implications of utilisation trends; and
 - b) recommendations on increasing or decreasing capacity or thresholds,
- based upon its NOC Engineer's technical analysis of performance/utilisation management reports and trends.
- 22.2 Where such recommendations are accepted by the Customer O2 will proceed to provide a commercial proposal (where required) based on the outcome of discussions regarding the relevant recommendation(s).
- 22.3 All remote performance recommendations will be provided as part of:
- a) the Reporting Pack unless deemed to be critical to the Service and its availability; and
 - b) an input to pro-active problem management and /or service improvements planning to assist with identifying possible issues which can potentially be resolved before causing an impact to the Service.

Professional Services Service Schedule

1 Definitions

In this Service Schedule, in addition to those terms defined in the General Conditions, the following terms and expressions apply:

Term / Expression	Meaning
"Implementation Professional Services"	means the professional services under which O2 supplies the Customer with customer-specific services relating to implementation of a Service;
"In-Life Professional Services"	means the professional services under which O2 supplies the Customer with customer-specific services relating to the on-going use of a Service;
"Materials"	means all Software, manuals, information, data, drawings and other documents and materials provided by O2 as part of the Professional Services;
"Professional Services"	means the Implementation Professional Services and/or the In-Life Professional Services (as applicable);
"Statement(s) of Work" or "SoW"	means the statement of work in respect of the Professional Services required for a specific project, including the types of services, amount of sessions required and any technical requirements the Customer must comply with; and
"Working Hours"	means between 09:00 and 17:30 on a Working Day.

The rules of interpretation set out in clauses 1.2 to 1.11 of the General Conditions shall apply equally to this Service Schedule.

2 Professional Services description

2.1 The Professional Services are comprised of:

- a) Implementation Professional Services; and/or
- b) In-Life Professional Services.

2.2 The Professional Services may include:

- a) providing preliminary support and assistance to the Customer in relation to general queries and providing guidance on finding resources that enable the Customer to resolve their technical issues;
- b) providing preliminary support and assistance to the Customer, when required, with installing and configuring a Service; and
- c) providing assistance and guidance to the Customer's User with administrator rights or Users with the management of a Service,

as may be further specified in the applicable SoW or Service Schedule (as applicable).

2.3 O2 will use reasonable skill and care in providing the Professional Services, and may use a Third Party to perform any functions which are reasonably incidental to the provision of the Professional Services.

2.4 The delivery of the Professional Service will be within standard Working Hours. Any delivery performed outside of Working Hours may be subject to additional Charges (as notified to the Customer in advance).

2.5 The Professional Services will be provided on a fixed cost basis or a time and materials basis (as detailed in the Commercial Schedule), up to the number of days specified in the Commercial Schedule.

In the event the Customer and/or O2 considers (acting reasonably) that further days are required, this will be subject to additional Charges.

- 2.6 All times and dates for provision or completion of the Professional Service are estimates and O2 accepts no liability for failure to meet those dates.
- 2.7 The Professional Services may be provided on a remote basis, or at a Site occupied by the Customer.

3 Ordering Professional Services

- 3.1 The type of Professional Services purchased by the Customer on the Commencement Date, and a summary of the Charges associated to such initial Professional Services, is set out in the Commercial Schedule.
- 3.2 Where further Professional Services are required, the Customer should request these in writing with its O2 account manager, setting out all relevant details. O2 may accept or reject any such request at its discretion and may require that a SoW be entered into in order to document, on a non- revocable basis, the Customer's order for Professional Services and associated details (including Charges).

4 Customer obligations

- 4.1 The Customer shall comply with any reasonable instructions given from time to time by O2 concerning the Professional Services, and provide all such information and cooperation as is required in order to allow O2 to perform the Professional Services.
- 4.2 The Customer will provide O2 with reasonable access to appropriate personnel (with the relevant skill and knowledge), systems, documentation, and other physical or logical resources, and complete and accurate information, in so far as reasonably required for O2 to meet its obligations for the Professional Services.
- 4.3 Before O2 performs any Professional Services during which it may require access to the Customer's systems, the Customer will ensure that it has backed up all systems and performed any required maintenance prior to the performance of the Professional Service.
- 4.4 The Customer shall not copy or distribute the Materials or use the Materials for internal training sessions without the prior written consent of O2.

5 O2 Employees

- 5.1 O2 will provide the Professional Services using such O2 Employees as it considers suitably qualified to undertake the work. O2 will try to maintain continuity of the O2 Employees who perform the Professional Services but reserves the right at any time to change those employees.
- 5.2 O2 Employees engaged in the performance of the Professional Services will at all times remain under the direction and control of O2, and nothing in this Agreement will prevent O2 Employees involved in the performance of the Professional Services from performing similar services for other customers or in any way restrict O2's use of such employees.
- 5.3 The Customer agrees that during the course of this Agreement and for a period of 12 months after its termination it will not employ, or engage as an independent consultant, or offer such employment or engagement to any O2 Employee who has been involved in providing the Professional Services, without O2's prior written consent.
- 5.4 Where O2 access the Customer's Site to provide the Professional Services, they shall observe the Customer's reasonable Site regulations where previously advised in writing to O2.

6 Exclusions

- 6.1 O2's provision of the Professional Services may depend upon the accuracy and completeness of information, documents or other materials supplied by the Customer or Third Parties to O2 and O2 accepts no liability for any issues arising from any errors or inaccuracies in such information, documents or other materials.

- 6.2 O2 assumes no responsibility for any typographical, technical, substantive or other inaccuracies in the Professional Services and/or Materials.
- 6.3 O2 does not warrant, and the Customer accepts, that:
- a) the Professional Service will be error free or free of harmful components, interruptions or failures;
 - b) the Customer's data will be secure or not otherwise lost or damaged;
 - c) there will be no malfunctions or other errors in the O2 Professional Service caused by virus, infection, worm or similar malicious code not introduced or developed by O2; or
 - d) if the Professional Services include advice or work on the Customer's equipment or a Customer network, O2 does not guarantee that following provision of the Professional Services under this Agreement, such equipment or network will not be subject to any unlawful access, fraud or other misuse and O2 will have no liability to the Customer in respect of such unlawful access, fraud or other misuse.



ANNEX 1



Business

General Conditions

Version Number 4.0

GENERAL CONDITIONS FOR BUSINESS CUSTOMERS

1 Definitions and Interpretation

1.1 In this Agreement, unless the context otherwise requires:

Term / Expression	Meaning
“Acceptable Use Policy”	means any document made available by VMO2B from time to time (including on the VMO2B Website) which sets out the rules and obligations for using or accessing the relevant Service (including any acceptable use or fair use policy);
“Acceptance Tests”	means the standard tests VMO2B carry out to check that the relevant Service is ready for use;
“Add-On Service”	means an optional add-on or bolt-on service that the Customer chooses to take which does not form part of the core services under the Agreement and which has no Minimum Period or has a Minimum Period or notice period of 30 days or less;
“Affiliate”	means any undertaking which is a subsidiary undertaking or parent undertaking (including the ultimate parent undertaking) of the relevant party and any company which is a subsidiary undertaking of such parent undertaking (the terms subsidiary undertaking and parent undertaking company having the meanings set out in Section 1162 of the Companies Act 2006);
“Agreement”	means this agreement between the Customer and VMO2B recorded in the documents described in clause 25 of these General Conditions;
“Ancillary Service”	means an extra service (excluding an Add-On Service) which is linked to the core services provided under this Agreement, which the Customer uses, registers or signs up for and, where relevant, is described as an ancillary service in its terms and conditions;
“Applicable Law”	means, in any jurisdiction in which the Services are to be performed, any and all applicable laws, regulation, any legally binding industry standards or guidance and any applicable and binding judgement of a relevant court;
“Billing Agent”	has the meaning set out in clause 7.1. of these General Conditions;
“Charges”	means all amounts payable by the Customer to VMO2B under this Agreement for Services (whether or not the Service is used by the Customer), Equipment, as Termination Fees, and any ancillary associated charges as set out in the Commercial Schedule and/or on the VMO2B Website;
“Commencement Date”	means the date this Agreement has been signed by the Customer;
“Commercial Schedule”	means the document or documents entitled Commercial Schedule, which set out the Charges associated with a particular Service;
“Confidential Information”	means proprietary information and/or any information obtained from the other party in connection with this Agreement (including for the avoidance of doubt details of the Customer Employees) which is: (i) reasonably identified by either party as commercially sensitive or confidential; (ii) obviously confidential in nature; or (iii) given in circumstances giving rise to an obligation of confidence including the existence, subject matter and terms of this Agreement;
“Customer”	has the meaning set out in the front sheet to this Agreement;
“Customer Employee”	means any employee, consultant, agent or sub-contractor (or an employee or consultant thereof) engaged or employed by the Customer;
“Data Protection Laws”	the Data Protection Act 2018, Regulation (EU) 2016/679 (the “EU GDPR”) to the extent applicable, (the “UK GDPR”) (as defined in the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019) and any relevant law implemented as a result of GDPR, UK GDPR, E Privacy Law and any other legislation in any applicable jurisdiction concerning the protection and/or processing of personal data, including all subordinate legislation, regulations, guidance and codes of practice. The terms “Data Controller”, “Data Processor”, “Data Subjects”, “Personal Data”, “Personal Data Breach” and “Process” shall have the meaning given to them in Data Protection Laws;

Term / Expression	Meaning
“E Privacy Law”	Directive 2002/58/EC concerning the processing of personal data and the protection of privacy in the electronic communications sector, as amended by Directive 2009/136/EC and any relevant law implementing or superseding Directive 2002/58/EC, including the Privacy and Electronic Communication (EC Directive) Regulations 2003 and any superseding law;
“End User Licensed Software”	means any software, the licence terms of which are governed by a separate agreement with the licensor of such software;
“Equipment”	means the Service Equipment and the Purchased Equipment;
“Equipment Charges”	means the amounts payable by the Customer for any Purchased Equipment;
“General Conditions”	means this document entitled “General Conditions for Business Customers”;
“Intellectual Property Rights”	means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world together with all rights of action, powers and benefits arising from ownership of any such rights, including the right to sue for damages and other remedies in relation to all causes of action arising before, on or after the date of this Agreement;
“Losses”	means any and all actions, awards, costs, claims, damages, losses (excluding those losses liability for which are excluded in accordance with clause 18.2, demands, expenses, fines, judgments, penalties and proceedings, tribunal awards, disbursements, payments (including any and all liabilities arising from the employment or engagement (or the termination thereof) of any individual as provided for in clause 28) and any other professional costs, losses or liabilities (calculated on a full indemnity basis);
“Minimum Holding”	means the minimum number of instances of a Service (e.g. lines) which must remain connected to a particular Service as specified in the Commercial Schedule or Service Schedule;
“Minimum Holding Charge”	means, in relation to a particular Service, the Charges payable for that Service for a failure to reach and maintain the Minimum Holding(s), as specified in the Commercial Schedule;
“Minimum Holding Period”	means, in relation to a particular Service, the number of months from the Service Commencement Date within which the Customer is required to connect the Minimum Holding(s), as specified in the Commercial Schedule or Service Schedule;
“Minimum Period”	means in respect of the relevant Service or instance of a Service, the minimum number of months from the relevant Service Commencement Date that such Service or instance of a Service will be in operation which, unless specified otherwise in the Commercial Schedule, shall be 24 months from the relevant Service Commencement Date;
“Minimum Spend”	means the minimum total expenditure which must be incurred by the Customer prior to the expiry of the Minimum Term, in relation to all or a particular Service or Services, as set out in the Commercial Schedule(s) or Service Schedule, and excludes any Equipment Charges or other line items, unless specified in the Commercial Schedule;
“Minimum Term”	means the initial period of this Agreement as specified in the Commercial Schedule and, if not specified, shall be the period from the Commencement Date until the expiry of the last Minimum Period of the last remaining Service;
“Network”	means the VMO2B network and the network of any Third Party used by VMO2B to supply the Services, as applicable;

Term / Expression

Meaning

“Order Form”	means a document containing the detailed information necessary to fulfil a Customer's order for Services, in the form notified by VMO2B to the Customer from time to time;
“Purchased Equipment”	means the equipment purchased by the Customer from VMO2B under this Agreement, as detailed in the Commercial Schedule and/or such other format as may be agreed by VMO2B;
“Rental Charge(s)”	means the monthly non-usage dependent part of the Charges for the Services, as specified in the Commercial Schedule, and/or on the VMO2B Website (as amended from time to time in accordance with the terms of this Agreement);
“Replacement Services”	means all or part of the Services or services substantially similar to all or part of the Services which are provided by an entity other than VMO2B following the expiry or termination of the Agreement (or the relevant part of the Agreement) or the expiry or termination of any or all of the Services;
“RPI Change”	has the meaning given in clause 6.1 of these General Conditions;
“RPI Uplift”	means the percentage to be applied to Charges in addition to the RPI Rate, and which shall be set out in the Commercial Schedule;
“RPI Rate”	means the RPI Percentage change over 12 months published by the Office for National Statistics in February at https://www.ons.gov.uk/ (such URL as may be updated from time to time), or if such index ceases to be published, such index which supersedes or replaces it or the index which in VMO2B's reasonable opinion most nearly corresponds with the same and which will be notified by VMO2B to its customers on the VMO2B Website;
“Service Commencement Date”	means in respect of a Service or a particular instance of a Service the earlier of (i) the date on which a particular Service or instance of a Service is first provided to the Customer; (ii) the date on which the particular Service or instance of a Services passes the Acceptance Tests; or (iii) as otherwise explicitly set out in this Agreement;
“Service Equipment”	means all equipment (other than the Purchased Equipment) and associated materials (including Software forming part of the equipment) provided by VMO2B to the Customer under this Agreement but in which title does not pass to the Customer and which the Customer is permitted to use solely for the receipt or use the Services;
“Service(s)”	means the service(s) provided by VMO2B to the Customer under the terms of this Agreement as identified in the Commercial Schedule(s) and as further described in the Service Schedules, including but not limited to any Ancillary Services;
“Service Levels”	means the service levels (if any) for a particular Service as set out in a Service Schedule;
“Services Provider”	means a provider of telecommunications services or other services similar to the Services, including VMO2B or a VMO2B Affiliate or any direct or indirect supplier of VMO2B or a VMO2B Affiliate;
“Service Schedule”	means the document entitled “Service Schedule” containing additional terms relating to a particular Service;
“Service Transfer”	means the transfer of a Service (or any part of a Service) that had been provided pursuant to the Agreement (as a result of termination of the Agreement or otherwise);
“Site”	means (where applicable) a physical location at which any Equipment shall be located and/or at or to which a Service shall be provided;
“Software”	means any software, excluding End User Licensed Software, supplied to the Customer by VMO2B under this Agreement and includes all other software identified in this Agreement as “Software”;
“Successor Supplier”	means any entity (including the Customer where relevant) which provides the Replacement Services;

“Termination Fee”	means, in respect of a Service, the relevant termination fee set out in the Commercial Schedule, and if not otherwise specified, means as applicable: the monthly Rental Charge for each instance of a Service multiplied by the remaining number of part or whole months in the Minimum Period for each instance of that Service; and the Minimum Holding Charge; and any shortfall between the actual Charges paid by the Customer and the Minimum Spend;
“Term”	means the term of this Agreement as set out in clause 2 of these General Conditions;
“Third Party”	means a person, company or entity other than VMO2B or the Customer;
“Transferring Employee”	means any employee, consultant, agent or sub-contractor (or an employee or consultant thereof) engaged or employed by the Customer or any Third Party to provide a service or services similar to a Service or any part of a Service;
“TUPE Regulations”	means the Transfer of Undertakings (Protection of Employment) Regulations 2006, (as amended, re-enacted or extended from time to time);
“Users”	means Customer Employees, subcontractors, agents or anyone else who is permitted by the Customer to use the Service;
“VAT”	means value added tax chargeable under the Value Added Tax Act 1994;
“VMO2B Employee”	means any employee or other staff of VMO2B or a VMO2B Affiliate; or any employee or other staff of any direct or indirect sub-contractor or supplier of VMO2B or a VMO2B Affiliate who provides the Services on behalf of VMO2B;
“VMO2B Privacy Policy”	means either (i) O2's privacy policy available at https://www.o2.co.uk/termsandconditions/privacy-policy ; or (ii) Virgin Media Business' privacy policy available at https://www.virginmediabusiness.co.uk/legal/privacy-policy/ as may be updated from time to time;
“VMO2B Website”	means either (i) www.o2.co.uk ; or (ii) www.virginmediabusiness.co.uk or any other web address notified by VMO2B to the Customer from time to time;
“Working Day”	means Monday to Friday (excluding UK bank and public holidays); and
“Year”	any period of 12 consecutive months starting on the Commencement Date or any anniversary of the Commencement Date provided that, where this agreement is terminated part way through such a 12 month period, a reference to a Year shall include the period from the end of the last Year completed until the date of termination.

- 1.2 The headings in this Agreement are for ease of reference only and shall not affect its construction.
- 1.3 References in this Agreement to any statute or statutory instrument or to Applicable Law shall include any subordinate legislation made from time to time under the same and any re-enactment, modifications or amendments thereto. References to clauses, sub-clauses and Service Schedules refer, unless otherwise stated, to the clauses, sub-clauses, and Service Schedules to this Agreement. References to paragraphs are to the paragraphs of the relevant Service Schedule. References to any document or to any website are to such document or website as the same and which may be amended from time to time.
- 1.4 Unless the context otherwise requires, the singular shall include the plural and vice versa and any reference to one gender shall include a reference to the other genders.
- 1.5 Any words following the terms "including", "include", "in particular", "for example" or any similar expression shall be construed as illustrative and shall not limit the generality of the related general words.
- 1.6 Any obligation on a party to do something includes an obligation to procure that its personnel, including subcontractors, do that thing.
- 1.7 References in this Agreement to a Service shall include any instance of such Service as applicable (for example, reference to a landline Service shall include both all landline Services provided to the Customer and/or each individual landline, as the context requires).



2 Commencement and Term

- 2.1 This Agreement shall commence on the Commencement Date and, unless terminated earlier in accordance with clause 14, shall continue for the Minimum Term and thereafter until the last remaining Service terminates in accordance with this Agreement (the "Term").

3 Supply of Services and/or Equipment

- 3.1 In consideration of the Customer paying the Charges and fulfilling all of its commitments as set out in this Agreement, VMO2B shall supply the Services and/or Equipment as applicable in accordance with the terms of this Agreement.
- 3.2 VMO2B shall supply the Service from the relevant Service Commencement Date for the relevant Minimum Period and thereafter until terminated by either party in accordance with the provisions of this Agreement.

4 VMO2B Obligations

- 4.1 VMO2B will supply the Services with the reasonable skill and care of a competent telecommunications service provider and shall comply with all Applicable Laws.
- 4.2 VMO2B does not guarantee that the Services will be continuously available and/or fault-free. The Customer acknowledges that faults may occur from time to time, but that VMO2B will endeavour to remedy any faults in accordance with the terms of this Agreement (including any applicable Service Levels).
- 4.3 VMO2B will use reasonable endeavours to provide the Services subject to technical and commercial feasibility.
- 4.4 VMO2B shall be entitled to change the way it provides a Service, provided that such change does not materially impact the ability of VMO2B to provide the Service to the Customer.
- 4.5 Unless otherwise set out in a Service Schedule, VMO2B shall use reasonable endeavours to provide the Services and/or Equipment within any time periods and/or by any date indicated to the Customer, but all time periods and dates are estimates and except where explicitly stated VMO2B shall have no liability for any failure to meet any date or perform any of its obligations within the time period indicated.

5 The Charges

- 5.1 The Charges for the Services and/or Equipment are set out in the Commercial Schedule(s) save that, where a Charge is not set out in the Commercial Schedule, the Charge shall be as set out on the VMO2B Website at the time the Equipment and/or Service is supplied.
- 5.2 Usage based Charges shall be based upon data recorded by or on behalf of VMO2B.
- 5.3 The Charges are exclusive of VAT which will be charged at the prevailing rate.

6 RPI Change to the Charges

- 6.1 The Customer's Rental Charges will increase annually by the RPI Rate plus RPI Uplift (together a "RPI Change"). If the RPI Rate is equal to or less than zero the Customer's Rental Charges will be increased by the percentage as set out in the Commercial Schedule. By way of illustration:
- a) if the RPI Rate is 2% and the RPI Uplift is 0%, then the RPI Change would be equal to 2%. If the Customer's Rental Charges are £400 per month, this would increase to £408 from April of the year



which in which the RPI Change is applied; and

- b) if the RPI Rate is 0% and the RPI Uplift is 2%, then the RPI Change would be equal to 2%. If the Customer's Rental Charges are £400 per month, this would increase to £408 from April of the which in which the RPI Change is applied.

6.2 The increase in Rental Charges will take effect in the Customer's April invoice following an RPI Change.

7 Invoicing and Payment

- 7.1 Where stated in the Commercial Schedule, VMO2B may bill the Customer for some or all of the Charges through a VMO2B Affiliate, including but not limited to Virgin Media Payments Limited, acting as VMO2B's billing and collections agent (the "Billing Agent"). Any invoice for Services from a Billing Agent must be settled on and in accordance with the terms of this Agreement. The Billing Agent shall have VMO2B's authority to recover any outstanding Charges in respect of such Services on VMO2B's behalf and the Customer agrees to deal directly and exclusively with the Billing Agent in respect of the same.
- 7.2 The Customer shall pay the Charges in accordance with this clause 7.
- 7.3 VMO2B may invoice Customer at the frequency stated in the Commercial Schedule (or monthly if not stated) in relation to Services and any associated ancillary items and on delivery in relation to Equipment in the form of one or more invoice(s) which shall set out the Charges due in accordance with this Agreement.
- 7.4 Unless otherwise stated in the Commercial Schedule, the Customer shall pay:
 - a) Rental Charges monthly in advance;
 - b) Usage Charges monthly in arrears; and
 - c) Non-recurring Charges, as and when due.
- 7.5 The Customer must pay the Charges to VMO2B by either direct debit, credit card or bank transfer. Where the method of payment is by credit card, if payment of the Charges are not made on the due date, VMO2B is authorised to debit the Customer's nominated credit card company with all Charges due and payable to VMO2B.
- 7.6 The Customer shall pay each invoice (including any invoice relating to Termination Fees) within 30 days of the date of invoice. The invoice shall be deemed paid once VMO2B receives such payment as cleared funds in VMO2B's (or any VMO2B Affiliate's) nominated bank account.
- 7.7 The Customer shall pay the Charges (including any Termination Fees) in full without any deduction or set off. VMO2B may, without prejudice to any other rights it may have, set off any liability of the Customer to VMO2B against any liability of VMO2B to the Customer.
- 7.8 Without prejudice to any other provision of this Agreement, VMO2B may delay sending invoices, or bring forward the date VMO2B sends an invoice, to coincide with VMO2B's billing cycles. The first and last invoice relating to the Services may include Charges due for more or less than one complete billing cycle depending on when the Service starts or ends.
- 7.9 If the Customer pays the Charges by direct debit VMO2B may alter the Customer's direct debit instruction to reflect the Charges for the Service at that time. When this Agreement ends, the Customer will be responsible for cancelling any direct debit instruction or other payment arrangement.



Late Payment

- 7.10 Without prejudice to any other rights of VMO2B, if the Customer fails to pay any sums due to VMO2B on time or at all, VMO2B shall be entitled to:
- a) charge interest (both before and after any judgment) on amounts overdue from the Customer under this Agreement from the due date until the payment is made at the rate of 4% per annum over the base rate of Barclays plc for the time being during the relevant period;
 - b) charge the Customer for all costs and expenses, including legal costs (calculated on a full indemnity basis) and all other professional costs and expenses incurred by or on behalf of VMO2B in recovering the overdue amount and interest referred to in this clause 7.10 from the Customer which, for the avoidance of doubt, shall include but is not limited to a fixed late payment Charge (in addition to the statutory interest on the debt) which shall be:
 - i) for a debt less than £1000, the sum of £40;
 - ii) for a debt of £1000 or more, but less than £10,000, the sum of £70;
 - iii) for a debt of £10,000 or more, the sum of £100; and
 - c) suspend the provision of the relevant Service(s) with as much prior notice as VMO2B considers to be reasonably practicable, until such time as all payments due including all interest accrued has been paid and satisfied in full.

Credit Security

- 7.11 If at any time prior to or following any credit check described in clause 26.1, the Customer does not meet the standard of creditworthiness VMO2B considers acceptable, VMO2B may:
- a) immediately end all or part of the Agreement by giving written notice to the Customer;
 - b) require the Customer to pay regular instalments towards future Charges;
 - c) set a credit limit on the Charges that can be accrued under this Agreement and VMO2B can review any such credit limit at any time;
 - d) suspend the Service from the time the Customer reaches the credit limits until the Customer has paid the Charges; and
 - e) apply any other restrictions on the Customer's right to use the Service as VMO2B considers appropriate.
- 7.12 VMO2B may request from the Customer a deposit payment as security for payment of Charges which VMO2B may use to cover any overdue Charges in which case the Customer shall provide such deposit within 5 days of such request. Any deposit shall not be treated as an advance payment and will not earn interest.
- 7.13 The Customer may request the return of any deposit paid (or the remaining part of it if VMO2B have used the deposit to pay overdue Charges) at the expiry of each 12 month period after the deposit was taken but the decision to return any deposit prior to termination of the Agreement will be at the discretion of VMO2B. VMO2B will refund the deposit (or the remaining part of it if VMO2B have used the deposit to pay overdue Charges) on termination of the Agreement as long as the Service Equipment is returned to VMO2B in good condition (except for fair wear and tear).

8 New Services

- 8.1 The Customer may request new services on the terms set out on the VMO2B Website by placing a new service order (either in the form of an order form, or such other format as may be agreed by VMO2B) under this Agreement. VMO2B shall be entitled to accept or reject a new service order. Once a new service order



is accepted by VMO2B:

- a) the new service shall be deemed added to the Agreement (including the terms of the VMO2B Website applicable to the new service as well as any applicable Service Schedule(s)); and
 - b) VMO2B shall supply to the Customer the Services requested in that new service order only on the terms and conditions of this Agreement.
- 8.2 The Customer may request a new service at any time on terms other than those set out on the VMO2B Website. In the event that VMO2B and the Customer agree the terms that would apply to such new services, those terms will be added to this Agreement by execution of a formal variation.

9 Customer Obligations

- 9.1 The Customer shall and shall procure that Users (or anyone having access to the Services), shall:
- a) comply with any reasonable instructions from VMO2B and with any health and safety or security policies, and any Acceptable Use Policy in each case as may be implemented and/or amended by VMO2B from time to time relating to the use of the Services and/or Equipment;
 - b) not use the Services and/or Equipment in a manner which damages the reputation of VMO2B or VMO2B's suppliers, is inconsistent with a reasonable customer's good faith use of the Services and/or Equipment (including spamming and the sending of unsolicited advertising or promotional material), and/or adversely affects the provision of the Services and/or Equipment to other customers;
 - c) not use the Services and/or Equipment fraudulently or in connection with a criminal offence;
 - d) not use the Services and/or Equipment in a way that contravenes any Third Party's rights (including copyright and rights of privacy or confidentiality) or any Applicable Law, licence, code of practice, instructions or guidelines issued by a relevant regulatory authority;
 - e) hold and will continue to hold any licences, consents and/or notifications required under any applicable legislation, regulation and/or administrative order to receive and use the Services and/or Equipment;
 - f) notify VMO2B of any methods of doing business which may affect the Customer's use of the Services and/or Equipment or the Customer's ability to comply with the terms of this Agreement;
 - g) not send or receive any communications if doing so would be an offence under section 127(a) of the Communications Act 2003; and
 - h) comply with all Applicable Laws.
- 9.2 In order for VMO2B to meet its obligations under this Agreement, after giving the Customer reasonable notice (except in an emergency), the Customer must allow VMO2B to enter those parts of the Site, the Customer's other premises or the Customer's land (whether owned or occupied) as is necessary in connection with the provision of the Services.
- 9.3 Subject to clause 11, the Customer agrees it is procuring the Services solely for its own use and will not re-sell or otherwise act as any form of distributor in respect of the Services or any part of them.
- 9.4 The Customer shall provide VMO2B with all information and/or assistance that VMO2B may require to perform the Services, including the completion and submission of an Order Form within 5 Working Days of the Commencement Date, by such method as may be specified by VMO2B from time to time. The Customer shall ensure the information is complete and accurate. VMO2B shall not be responsible for any failure and/or delay to provide the Services which is a result of the Customer's failure to provide VMO2B with the required



information and/or assistance. The Customer shall reimburse VMO2B for any administrative charges it incurs as a result of information it receives in accordance with this clause 9.4 that is incomplete or inaccurate.

9.5 If the Customer asks VMO2B to:

- a) change the Service (including moving, adding or swapping a Service); or
- b) provide Services at a different Site,

and VMO2B agree to the Customer's request, the Customer must (i) do everything that VMO2B reasonably requires for VMO2B to make the change; and (ii) pay the applicable Charges. VMO2B may, without giving the Customer notice, amend the Charges to reflect the change, and clause 14.4 will not apply to the amendment.

9.6 The Customer shall notify VMO2B immediately (and confirm in writing) on becoming aware that any person is making improper or illegal use of the Services. The Customer acknowledges that it is responsible for the use of the Services (whether by the Customer or by any other person), including all Charges that arise.

9.7 The Customer agrees and acknowledges that VMO2B and/or a supplier of VMO2B may monitor and record calls or other communications including in relation to VMO2B's customer services.

9.8 The Customer acknowledges that some of the Services enable access to the internet and that use of the internet is solely at the Customer's risk and subject to all Applicable Laws. VMO2B has no responsibility for any information, software, services, goods or other materials obtained by the Customer using the internet.

9.9 The Customer warrants to VMO2B that it will take all reasonable steps (including testing with up-to-date commercially available virus detection software) to ensure that any software used with or in connection with the Services that is not provided by VMO2B under this Agreement is not infected by viruses and/or logic bombs, worms, trojan horses and any other types of disruptive, destructive or nuisance programs.

9.10 The Customer acknowledges and agrees that it will not move or interfere with the Equipment, (including changing the settings) or use the Service in excess of any capacity or other restriction under the Agreement or as otherwise agreed in writing. If the Customer is in breach of this clause 9.10 VMO2B may, without affecting VMO2B's other rights and remedies, increase the Charges as VMO2B reasonably think fit. Clause 14.4 will not apply to such an increase in Charges.

9.11 Any breach of this clause 9 shall entitle VMO2B to suspend the Service and/or terminate the Agreement. The Customer shall indemnify VMO2B against any liabilities, claims, damages, Losses and proceedings arising out of or in connection with any use of the Service in breach of this clause 9.

10 Anti-bribery and Corruption

10.1 VMO2B and the Customer each agree and undertake to the other that in connection with this Agreement and the transactions contemplated by this Agreement, they will each respectively comply with all Applicable Laws relating to anti-bribery and anti-money laundering, including the Bribery Act 2010, the Modern Slavery Act 2015, the US Foreign Corrupt Practices Act 1977 and any laws intended to bring into force the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and shall not engage in any activity, practice or conduct which would constitute an offence under the same if such activity, practice or conduct had been carried out in England and Wales (the "Relevant Requirements").

10.2 The Customer shall have and maintain in place throughout the term of this Agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, and enforce them where appropriate.



- 10.3 The Customer shall promptly report to VMO2B any breach, or potential breach, of the Relevant Requirements.
- 10.4 Any breach by a party of this clause 10 shall be deemed to be a material breach of this Agreement not capable of remedy for the purposes of clauses 14.12a) and 14.12b) of this Agreement.

11 Customer Affiliates

- 11.1 VMO2B acknowledges that the Customer may permit a Customer Affiliate to use the Services and Equipment supplied by VMO2B to the Customer under this Agreement. The Customer will procure that its Affiliates and all Users are aware of and comply with the terms of this Agreement. The Customer shall be liable to VMO2B for, and shall indemnify and keep indemnified VMO2B against, any and all:
- a) claims, Losses and expenses suffered or incurred by VMO2B as a result of a breach of a term of this Agreement resulting from a User's and/or Customer Affiliate's use of the Services and/or Equipment; and
 - b) Losses, costs and expenses resulting from any claims against VMO2B made by any of the Customer's Affiliates or Users (or any other Third Party whom the Customer has permitted to use a Service and/or Equipment).

12 Variations to the Agreement

- 12.1 Save as set out in clause 12.2, no variation of this Agreement shall be effective unless it is in writing, refers to this Agreement and is signed by the Customer (or its authorised representative) and accepted by VMO2B in writing.
- 12.2 Subject to clause 14.4, VMO2B may from time to time to vary the Agreement, including as follows:
- a) vary the VMO2B Website. For variations to the Charges set out on the VMO2B Website, such variations shall be published at least 30 days before such changes come into effect or, where the variation arises due to changes imposed by Third Party manufacturers, Third Party suppliers or a regulatory body, as much notice as is reasonably practicable; and
 - b) vary the provisions of this Agreement (including the Charges but subject always to clause 14.4). VMO2B will provide to the Customer 30 days' notice in writing of any such variation or, where the variation arises due to (i) changes imposed by Third Party manufacturers, Third Party suppliers or a regulatory body, or (ii) are necessary for the Customer to continue receiving the Service(s), as much notice as is reasonably practicable.

save that nothing in this clause 12.2 shall relieve VMO2B from any regulatory obligation to notify the Customer in advance of any changes to the Agreement.

13 Suspension

- 13.1 VMO2B may, from time to time, upon reasonable notice where practicable, suspend the Services:
- a) during any modification, maintenance, repair or improvements to the Network; and
 - b) to change the technical specification of the Services,
- and, unless specifically agreed with the Customer, shall have no liability in relation to such suspension.
- 13.2 VMO2B may, from time to time and without notice or liability to the Customer, suspend the Services during any technical failure of the Network, because of an emergency or upon instruction by emergency services or



any government or appropriate authority (including to provide or protect a service to a hospital or other emergency organisation or essential service) or for the Customer's or Users' own security, including the prevention of injury to people or damage to property.

- 13.3 VMO2B shall use reasonable endeavours to restore the Services suspended in accordance with clause 13.1 or 13.2 as soon as reasonably practicable.
- 13.4 VMO2B may, without prejudice to its other rights hereunder, suspend or disconnect the Services without notice:
- a) if the Customer fails to comply with the terms of this Agreement (including the Acceptable Use Policy) after being given written notice of its failure (including but not limited to failure to pay any Charges due hereunder); or
 - b) if the Customer allows anything to be done which in VMO2B's reasonable opinion may have the effect of jeopardising the operation of the Services or Network if applicable, or if the Services are being used in a manner prejudicial to the interests of VMO2B and/or a supplier of VMO2B.
- 13.5 If VMO2B has suspended the Services in accordance with clause 13.4, VMO2B shall restore the Services when the relevant default is remedied.
- 13.6 The Customer shall remain liable for:
- a) all Charges levied in accordance with this Agreement during any period of suspension; and
 - b) all reasonable costs and expenses incurred by VMO2B in the implementation of such suspension or disconnection, where such suspension or disconnection arises from the circumstances described in clause 13.4.
- 13.7 If VMO2B agrees to restore the Services that have been suspended in accordance with clause 13.4, the Customer must pay VMO2B's reasonable Charges of doing so, and any reasonable deposit required by VMO2B.
- 13.8 VMO2B may, without prejudice to its other rights hereunder, suspend or terminate a Service if an VMO2B supplier suspends, terminates or lets expire the provision of services to VMO2B which VMO2B requires to provide such Service and for which VMO2B is unable to find a replacement supplier, having used its reasonable endeavours. VMO2B will provide as much notice as is reasonably possible.
- 13.9 VMO2B may, where requested by or on behalf of the Government, a regulatory body, an emergency service or other relevant authority (including because of fraud or misuse) or where required to do so by Applicable Law, suspend or terminate all or part of the Services provided under this Agreement or take any other actions VMO2B reasonably believes is necessary.

14 Termination

Termination for Convenience

- 14.1 Unless specified otherwise in a Service Schedule or the Commercial Schedule, the Customer may terminate this Agreement (in whole or in relation to a particular Service) by:
- a) providing to VMO2B 90 days' notice in writing; and
 - b) paying VMO2B the applicable Termination Fees in respect of the Service(s) being terminated.
- 14.2 If the Customer terminates an order for Services prior to the Service Commencement Date, terminates the



Services or an instance of a Service prior to the expiry of any applicable Minimum Period, during the Minimum Term, and/or before any applicable Minimum Holding or Minimum Spend has been achieved then the Customer shall pay to VMO2B the Termination Fees in accordance with the applicable Commercial Schedule.

- 14.3 Unless specified otherwise in a Service Schedule or the Commercial Schedule and without prejudice to any other VMO2B's rights to terminate this Agreement, VMO2B may terminate this Agreement (in whole or in relation to a particular Service) by providing to the Customer 30 days' notice and, in this event, the Customer shall not be liable for any Termination Fees.

Termination Resulting from Changes to the Agreement

- 14.4 Subject to clause 14.5, the Customer shall be entitled to terminate the Agreement by providing notice in writing if:

- a) VMO2B increases the prices set out on the VMO2B Website and/or the Charges in respect of the Services pursuant to clause 12 other than in accordance with clause 6 or as otherwise permitted under the terms of the Agreement; or
- b) VMO2B varies the terms of this Agreement, the Services, the Equipment, Network or Software (other than as permitted under the terms of the Agreement including but not limited to the exceptions at clause 14.5 of these General Conditions) pursuant to clause 12 of these General Conditions and VMO2B believes that such variation is not exclusively to the Customer's benefit, provided that such notice is provided in accordance with the instructions set out in VMO2B's notice of the changes to the Agreement and provided to VMO2B within 30 days of the date that notice of the change is given to the Customer by VMO2B in accordance with clause 12. Where the Customer terminates the Agreement in accordance with this clause 14.4, the Agreement will terminate on the earlier of: (i) 30 days after the Customer's notice is deemed delivered in accordance with this clause 14.4 and clause 24; or (ii) the date on which the change comes into effect or, where this is not feasible due to the timing of the Customer's notice of termination, as soon as reasonably possible after that date; or (iii) a date agreed in writing by VMO2B and the Customer.

- 14.5 The right to terminate a Service in clause 14.4 above shall not apply where:

- a) VMO2B makes any change to the Agreement, Charges, Equipment, Network, Services or Software that VMO2B believes is exclusively to the Customer's benefit, or where the change is made for any of the following reasons:
 - i) the change is purely administrative and has no negative effect on the Customer including but not limited to any change to VMO2B's contact details, registered office or non-contractual processes, for example contacting VMO2B to speak to an account manager, raise faults or disputes or any other process change which VMO2B may make from time to time;
 - ii) there is a change in applicable law, regulations or the rules of a regulatory body, listing authority or governing body that applies to VMO2B and/or the Network, Equipment, Services or Software that are provided by VMO2B under the Agreement;
 - iii) VMO2B has a legal or regulatory obligation to pass on cost increases and/or changes to the Agreement, Network, Equipment, Services or Software for example where the service charge for calling 084, 087, 09 and 118 numbers increases;
- b) the Agreement, Charges, Equipment, Network, Services or Software change for the following reasons:
 - i) changes are made to the Equipment, Network, Services or Software where the Equipment, Network, Services or Software are variable including but not limited to;



- 1) changes to the features or functionality of the Equipment, Network, Services or Software;
 - 2) changes to operational or administrative elements of the Services including but not limited to changes to the hours during which the Customer can contact VMO2B and changes to or removal of individual communication channels through which the Customer can contact VMO2B, changes to any portal, platform or similar tool that VMO2B uses or makes available for the Customer to use in communicating with VMO2B and managing the provision of the Services (including changes to any billing platform used by VMO2B from time to time) and any other changes in relation to the processes through which VMO2B delivers the Services;
 - 3) any changes to the Network which reflect the overall variability of the Network including but not limited to any routine maintenance updates and upgrades;
 - 4) the replacement of any Equipment, Services or Software which is no longer supported by the manufacturer or which VMO2B otherwise determines to be end-of-life with equipment, services or software of an overall equivalent specification or standard;
 - 5) changes to the Services, Software or Equipment where there is a minimum technical requirement for equipment, services or software which the Customer must maintain in order to make use of the Services (including but not limited to a requirement to have a 2G or 3G service where this is withdrawn) and the Services, Software or Equipment are changed because the Customer no longer meets the minimum technical requirements specified by VMO2B from time to time and the Customer either does not implement any changes to the Customer's equipment, services or software required to meet the minimum technical requirement or, where such equipment, services or software are supplied by VMO2B, where the Customer does not agree to accept new or updated equipment, services or software from VMO2B which would meet the minimum technical requirement;
- ii) changes to international call rates or services or roaming services or charges that are directly linked to increases in wholesale rates or technological changes notified to VMO2B by other providers, including but not limited to the withdrawal of 2G or 3G services. Any changes to the Equipment, Services or Charges under this clause 14.5b)ii) will be notified to the Customer and will not be made more frequently than once per month;
 - iii) changes to third party charges or costs which are passed on to us by a Third Party which are directly attributable to the Agreement, Charges, Equipment, Network, Services or Software;
 - iv) where VMO2B has provided general product or service descriptions in relation to the Equipment, Network, Services or Software such descriptions are indicative guidance only and VMO2B may substitute the Equipment, Network, Services or Software for those of an overall equivalent standard even if the exact features and functionality may differ;
 - v) changes to Charges or other costs which are based on the cost of providing the Services, Equipment, Software or Network to the Customer or carrying out the relevant task in relation to the Services, only to the extent that any change is directly attributable to a change in the cost to VMO2B;
 - vi) where VMO2B believes that the change is necessary for technical or security reasons;
 - vii) where VMO2B has agreed to provide power or other utilities as part of the Services to install and maintain Equipment, and there is any increase to the price payable to a third party (excluding any Affiliate) for such power or other utilities;



provided that VMO2B will notify the Customer of any changes under this clause 14.5b) in accordance with clause 12. If VMO2B believes that a change under this clause 14.5b) is likely to materially disadvantage the Customer, VMO2B will notify the Customer of their right to terminate this Agreement in accordance with clause 14.4 and the Customer may terminate this Agreement without paying Termination Fees, subject to clause 14.9.

- c) the increases in prices or Charges or the variation of the terms of the Agreement, the Services, Equipment, Software or Network have been agreed by the Customer (including in accordance with clause 6 of these General Conditions).

VMO2B may inform the Customer of any changes made for the reasons set out in this clause 14.5 in accordance with clause 12 of these General Conditions. If the Customer decides to terminate the Agreement due to a change made for the reasons set out in this clause 14.5, the Customer may still be required to pay a Termination Fee.

14.6 Subject to clause 14.5, if the change to the Agreement which is referred to in clause 14.4 relates:

- a) only to an Add-On Service that the Customer has already signed up to, and the Customer decides to terminate the Agreement due to the change in the Add-On Service, the Customer may still be required to pay a Termination Fee for terminating the Services other than the Add-On Service early (as the Customer already has the right to end the Add-On Service at any time). VMO2B will confirm any such applicable Termination Fee to the Customer;
- b) only to an Ancillary Service that the Customer has not already signed up to or does not use, the Customer will not have the right to terminate the Agreement without paying a Termination Fee; or
- c) only to an Ancillary Service that the Customer has already signed up to or uses, and VMO2B believes that the changes are not exclusively to the Customer's benefit, VMO2B will notify the Customer of this and inform the Customer of the right to terminate the affected Ancillary Service and the Agreement without paying a Termination Fee, subject to clause 14.9.

14.7 If the Customer has entered into other agreements with VMO2B, the Customer may in certain circumstances be able to terminate those agreements where the Customer terminates this Agreement in accordance with clause 14.4. For the avoidance of doubt, changes to this Agreement will not give rise to a right to terminate any other agreement which is not linked to this Agreement and VMO2B will notify the Customer in accordance with the terms of the relevant agreement if the Customer has a right to terminate any other agreement because of a change made by VMO2B to this Agreement.

14.8 Where VMO2B enables the Customer to use a service under the Agreement that is supplied by a Third Party and is subject to that Third Party's terms and conditions, including but not limited to End User Licenced Software, VMO2B is not responsible for any changes made by that Third Party to the Third Party's services, charges or terms and conditions, or for notifying the Customer of those changes as such changes are outside the control of VMO2B and VMO2B may not be aware of them.

14.9 Termination of the Agreement in accordance with clause 14.4 will not affect the Customer's requirement to pay the Charges relating to the Agreement incurred prior to the date of termination, but, in this event, subject to clause 14.5 the Customer shall not be liable for any Termination Fees in respect of the Services. Where the Customer terminates the Agreement in accordance with clause 14.4, the Customer will be obliged to pay any outstanding or overdue charges and;

- a) where the agreement includes Equipment, the charges in respect of the cost of that Equipment; and
- b) where the Agreement includes any volume-, value-, time- based or other incentives which the Customer has received the benefit of prior to termination, including but not limited to any equipment fund or transformation fund, a payment equivalent to the proportion of the incentive that the Customer has had the benefit of relating to the period between termination of the Agreement and the end of



the Minimum Period, or the proportion of the incentive which the Customer has had the benefit of prior to the date it should have vested in accordance with the applicable terms for that incentive, where such incentive has been partly or fully used by the Customer.

VMO2B shall confirm any such applicable Charges to the Customer following receipt of the Customer's notice to terminate in accordance with clause 14.4.

14.10 For the avoidance of doubt:

- a) where the Agreement, Equipment, Network, Services or Software is not provided in accordance with the agreed standards set out in the Agreement this shall not be regarded as a change to the contractual terms of the Agreement or a change to the Services, Equipment, Network or Software but as a breach of the Agreement by VMO2B (as the case may be), in which case the contractual remedies set out in the Agreement shall apply and the Customer shall have no right to terminate in accordance with clause 14.4; and
- b) if the Customer requests any change to the Agreement, Charges, Equipment, Network, Services or Software and VMO2B agrees to such change, the Customer will not have a right to end the Agreement under clause 14.4.

Termination for Cause

14.11 The Customer may terminate this Agreement by providing to VMO2B 30 Working Days' notice in writing if VMO2B:

- a) has committed a material breach of this Agreement that is incapable of remedy; or
- b) has committed a material breach of this Agreement that is capable of remedy and VMO2B has failed to remedy that breach within 30 Working days of the Customer supplying written notice specifying the breach and requiring its remedy.

14.12 VMO2B may terminate this Agreement (in whole or in relation to a particular Service) by providing 30 days' notice in writing if:

- a) the Customer commits a material breach of this Agreement that is incapable of remedy;
- b) the Customer commits a material breach of this Agreement that is capable of remedy but has failed to remedy that breach within 30 days of VMO2B supplying written notice specifying the breach and requiring its remedy; or
- c) any of the events described in clauses 9.1c), 9.1d), 9.1g), 9.1h) and 13.4b) occurs;
- d) the details the Customer provided to VMO2B to enable VMO2B to provide the Service were significantly wrong or incomplete;
- e) any licence, permission or other approval VMO2B or the Customer needs to connect to the Customer's communications network or provide the Service has ended, been withdrawn, been restricted or has stopped being valid, and has not been immediately replaced by a new licence, permission or approval giving VMO2B or the Customer the necessary rights; or
- f) all or part of any contract between VMO2B and a VMO2B sub-contractor or supplier is terminated and this affects the provision of the Services to the Customer.

14.13 The Customer shall pay to VMO2B Termination Fees in accordance with the Commercial Schedule if VMO2B terminates the Agreement (whether in whole or in relation to a particular Service) pursuant to any of clauses 14.12a) to 14.12d) (inclusive) or (where the Customer's acts or omissions have resulted in any licence,



permission or other approval being withdrawn or restricted) 14.12e).

Insolvency

- 14.14 A party to this Agreement may terminate this Agreement by providing 30 days' notice in writing if bankruptcy or insolvency proceedings are brought against the other party, or if an arrangement with creditors is made, or a receiver or administrator is appointed over any of the other party's assets, or the other party goes into liquidation.

Consequences of Termination

- 14.15 If this Agreement is terminated and the Customer wishes to transfer to another service provider, VMO2B will provide reasonable assistance to the Customer in respect of the transfer of the Customer's Service in accordance with standard telecommunications industry practice.
- 14.16 Termination or expiry of this Agreement for whatever reason shall not affect:
- a) the rights and obligations of the parties which have accrued prior to such termination or expiry; or
 - b) any provisions of this Agreement which are of a continuing nature and any other provisions of this Agreement necessary for their interpretation or enforcement (including clauses 7, 9, 10, 15, 16, 17, 18, 19, 20, 23, 27, and 28).
- 14.17 On termination or expiry of this Agreement (in whole or in relation to a particular Service):
- a) any sums properly due from one party to the other will become immediately due and payable (including Charges for the Service(s) up to the date of termination, Termination Fees relating to the Service(s) and/or Charges for any costs incurred by VMO2B in relation to Equipment or Services ordered by the Customer but yet to be supplied by VMO2B);
 - b) any licence granted by VMO2B to the Customer will end immediately;
 - c) the Customer shall cease using the Service(s);
 - d) the Customer will allow VMO2B to remove the Equipment (other than Purchased Equipment for which the Customer has paid in full). If the Customer causes a delay in VMO2B removing such Equipment, VMO2B may continue to charge the Customer the Charges until such removal is completed, and the Customer must pay those Charges and any extra costs and expenses arising as a result of the delay; and
 - e) each party will, on request, promptly return to the other all Confidential Information and other property belonging to the other relating to the Service(s) which is in its custody or control or will destroy such Confidential Information and certify such destruction to the other party.

15 Equipment

- 15.1 The Customer shall comply with any instructions provided by VMO2B from time to time in respect of the Equipment.
- 15.2 Certain elements of Services are dependent on the Customer using the Equipment. If the Customer does not use the correct Equipment, then:
- a) the Services may not function correctly;



- b) VMO2B may choose not to provide the Customer with the relevant Services; and
- c) VMO2B shall have no liability for the Customer's inability to receive those Services and the Customer remains liable for the relevant Charges.

16 Intellectual Property

- 16.1 All Intellectual Property Rights in the Software, Equipment associated documents and all parts thereof will be and remain vested in and be the absolute property of the owner of the Intellectual Property Rights in the Software, Equipment or associated documents as appropriate, which owner shall be entitled to enforce any of the terms of this Agreement relating to the Customer's use of that Software, Equipment or associated documents and all parts thereof, directly against the Customer.
- 16.2 Unless otherwise specified in this Agreement, all Intellectual Property Rights developed in the provision of any Service will vest in VMO2B or its licensors. VMO2B may use know-how acquired, principles learned or developed or experience gained during the performance of any Service, to perform work for other customers.
- 16.3 All information or materials exchanged between VMO2B and the Customer in connection with the Agreement, together with the Intellectual Property Rights therein, will remain the property of VMO2B, VMO2B's suppliers or the Customer as applicable and will be returned to the owning party on termination of the Agreement, if requested by such party.
- 16.4 VMO2B grants to the Customer a non-exclusive, non-transferable licence to use, in object code form, any Software and the Equipment provided by VMO2B or its suppliers solely in the United Kingdom in connection with the proper use of the Services. The Customer undertakes not to copy, alter, adapt, translate, software develop, decompile, license, sub-license, reverse engineer or resell any Software (or any part of the Software), unless expressly permitted to do so by VMO2B or by Applicable Law. This licence will terminate on the termination of this Agreement (or any relevant part of this Agreement).
- 16.5 VMO2B grants to the Customer a non-exclusive, non-transferable royalty free licence for the term of this Agreement (in whole or in relation to a particular Service(s)) to use any information or materials provided by VMO2B to the Customer under this Agreement to the extent necessary for the Customer to receive the benefit of the Service(s). The Customer must not copy, reproduce, distribute, alter, adapt, translate, develop, decompile, license, sub-license, reverse engineer or resell any such information or materials (or any part thereof), unless expressly permitted to do so by VMO2B or Applicable Law.
- 16.6 In the event that the Customer is subject to a claim by a Third Party in respect of any alleged infringement of any Intellectual Property Rights arising from its normal use or possession of the Equipment, Software, information or materials provided by VMO2B then VMO2B will indemnify the Customer in relation to sums awarded or paid in settlement for such claim provided that the Customer promptly notifies VMO2B of such claim, makes no admission in respect of such claim, the Customer seeks to mitigate the loss where it can do so without unreasonable inconvenience or cost, allows VMO2B or its licensor to conduct all negotiations and proceedings (providing VMO2B or its licensor with all reasonable assistance) and allows VMO2B at VMO2B's own discretion and expense to modify or replace the Equipment, Software, information or materials so as to avoid any continuing infringement. This indemnity does not apply:
 - a) to any such infringements caused by the Customer's own breach of the terms of this Agreement and/or the Customer's negligence or misconduct;
 - b) the operation or use of the Equipment, Software, information or materials in conjunction with other equipment and software or Services not supplied by VMO2B pursuant to this Agreement;
 - c) the operation or use of the Services, Software or Equipment for a purpose other than that which the Services, Software or Equipment were provided for; and



- d) any alteration or adjustment to the Services, Software or Equipment if the alteration or adjustment was not made or authorised by VMO2B,

in which event the Customer shall indemnify VMO2B in respect of any claims, proceedings and expenses arising from any such infringement by the Customer.

- 16.7 If VMO2B reasonably believe that it cannot modify or replace the Equipment, Software, information or materials so as to avoid any continuing infringement, VMO2B will be entitled to terminate the agreement by giving 30 days' written notice to the Customer.
- 16.8 The Customer will not be entitled to and agrees not to:
 - a) use in the course of trade or otherwise in relation to any goods or services of the Customer any registered or unregistered trademark, logotype or abbreviation of the name of VMO2B (or any of its suppliers) or any part thereof so that any person might reasonably import a connection between those goods or services and VMO2B (or any of its suppliers) or any part thereof;
 - b) register or attempt to register as a trade mark anything referred to in clause 16.8a) of these General Conditions; and/or
 - c) authorise any Third Party to do anything referred to in clause 16.8a) of these General Conditions.
- 16.9 The Customer further agrees not to infringe any copyright, or registered or unregistered trademark rights belonging to any Third Party in respect of any Equipment.
- 16.10 The Customer recognises that the Services may be dependent upon End User Licensed Software and if the Customer does not accept the licence terms relating to any End User Licensed Software, VMO2B shall have no liability whatsoever for any failure to provide the Services to the Customer where the Services depend on the use of End User Licensed Software.
- 16.11 Where the Customer accepts the terms of a licence in respect of any End User Licensed Software, then those licence terms shall take precedence over any terms within this Agreement relating to End User Licensed Software and shall exclusively comprise the Customer's sole rights and remedies in respect of such End User Licensed Software.
- 16.12 The Customer shall accept and comply with all licence terms required from time to time by any Third Party provider of any Software or materials as agreed between the relevant Third Party and VMO2B.

17 Confidentiality

- 17.1 Either party receiving Confidential Information (the "Recipient") from the other (the "Disclosing Party") shall not, without the Disclosing Party's prior written consent, use that Confidential Information for any purpose other than for the purposes of fulfilling a party's obligations under this Agreement of providing or using the Services, or disclose such Confidential Information to any person other than VMO2B Employees and Customer Employees and authorised subcontractors and suppliers ("Authorised Personnel") who have a need to know that information.
- 17.2 Clause 17.1 shall not prohibit use or disclosure of Confidential Information by either party to the extent:
 - a) the Confidential Information is published by or on behalf of the Disclosing Party or becomes generally known to the public otherwise than as a result of a breach of this Agreement or any other obligation of confidentiality;



- b) such Confidential Information was lawfully known to the Recipient prior to the time of disclosure by the Disclosing Party and is not subject to any obligations of confidentiality;
- c) the Confidential Information was lawfully disclosed to the Recipient by a third party that was not itself under any obligations of confidentiality;
- d) the Confidential Information is replicated or developed independently by or on behalf of the Recipient without access to or knowledge of the Confidential Information;
- e) the disclosure is made to the professional advisers of a party provided that such professional advisers are made expressly aware of the confidential nature of the Confidential Information;
- f) the disclosure of Confidential Information is required for the purposes of any judicial proceedings arising out of a breach of this Agreement or any other agreement entered into under or pursuant to this Agreement; or
- g) the Confidential Information is required to be disclosed by any Applicable Law, by any governmental or regulatory body, or by or in connection with the rules of any stock exchange on which the shares of either party or its holding company are listed (including where disclosure is required as part of any actual or potential offering, placing and/or sale of securities of either party or its holding company),

provided however that prior to the disclosure or use of any Confidential Information in the circumstances described in clauses 17.2f) or 17.2g) the party concerned shall, where not prevented by Applicable Law, consult with the other party about the nature and extent of the required use or disclosure insofar as is reasonably practicable.

17.3 Upon termination of the Agreement, for whatever cause, the Recipient will:

- a) cease to use the Confidential Information given to them by the Disclosing Party for any purpose;
- b) return to the Disclosing Party or destroy all documents and all other materials containing or reflecting any Confidential Information, together with any copies, which are in the Recipient's possession or control or in the possession or control of any of the Recipient's Authorised Personnel and which are in a form capable of delivery and destruction; and
- c) expunge all Confidential Information from any computer, word processor or similar device into which it was programmed by the Recipient or any of the Recipient's Authorised Personnel,

provided, however, that the Recipient will be permitted to retain any computer records and files containing any Confidential Information which have been created pursuant to its automatic archiving and back-up procedures ("Information Archives").

17.4 The Recipient acknowledges that neither the return nor the destruction of any Confidential Information in accordance with clause 17.3b) nor the expunging of any Confidential Information in accordance with clause 17.3c) will release the Recipient from its obligations under this Agreement. Any Confidential Information retained on a Recipient's Information Archives shall be kept strictly confidential and shall not be used for any purpose, other than as required by Applicable Laws.

18 Limitation of Liability

- 18.1 This clause 18 sets out each party's entire liability (including any liability for the acts and omissions of each party's employees, agents or sub-contractors) to the other party in tort, contract or otherwise, arising out of or in connection with the performance or contemplated performance or non- performance of this Agreement.
- 18.2 Subject to clause 18.5, VMO2B shall not be liable to the Customer in respect of any matter arising out of or in



connection with this Agreement whether in contract (including pursuant to any indemnity), tort (including negligence), breach of statutory duty or otherwise howsoever arising for:

- a) any indirect, special or consequential loss;
- b) any pure economic loss or damage;
- c) any:
 - i) loss of profit;
 - ii) loss of business opportunities;
 - iii) loss of revenue;
 - iv) loss of anticipated profit;
 - v) loss of anticipated savings;
 - vi) damage to goodwill;
 - vii) business interruption;
 - viii) wasted expenditure;
 - ix) lost staff or management time;
 - x) loss or corruption of data;
 - xi) liability to third parties
 - xii) (in each case arising as a direct or indirect result of the applicable claim), and whether or not such losses were foreseeable or foreseen at the date of this Agreement.

18.3 Subject to clauses 18.2 and 18.5, VMO2B's total aggregate liability arising in connection with this Agreement (whether to the Customer, any Customer Affiliate, Users or otherwise) shall be limited in respect of all claims arising in a Year ("Relevant Year") to:

- a) in respect of any claims made against VMO2B for damage to property arising out of or in connection with the Services and/or Service Equipment, shall in no event exceed the greater of £100,000 or 125% of the Charges payable in the Relevant Year; or
- b) in respect of all other claims, losses or damages, whether arising in contract (including pursuant to any indemnity), tort (including negligence), breach of statutory duty, or otherwise shall in no event exceed the greater of £50,000 or 100% of the Charges payable in the Relevant Year.

18.4 Subject to clause 18.5, the Customer's aggregate liability of any sort whether in contract, tort (including negligence), breach of statutory duty, or otherwise howsoever arising in connection with this Agreement (whether to VMO2B, any VMO2B Affiliate, VMO2B Employee or otherwise) shall be limited in respect of all claims arising in a Relevant Year to the greater of: (i) the sum of £100,000; or (ii) 125% of the Charges payable in the Relevant Year.

18.5 Nothing in this Agreement shall exclude or restrict the liability of either party for:

- a) death or personal injury resulting from that party's negligence;



- b) any liability to pay the Charges;
 - c) claims in respect of the Customer's liability under clause 11, or pursuant to any indemnity given by the Customer;
 - d) any and all damage to any equipment belonging to VMO2B or the Network caused by the Customer's breach of this Agreement;
 - e) breach of any implied term as to title or quiet enjoyment arising out of section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;
 - f) fraud or fraudulent misrepresentation; or
 - g) any liability which cannot be excluded or restricted by Applicable Law.
- 18.6 If a number of claims give rise to what is essentially the same loss, the claims will be considered together as only one claim under the Agreement.
- 18.7 Subject to clause 18.2, 18.3 and 18.5, VMO2B shall not be liable for direct physical damage to the Customer's property or the Site except to the extent that the damage arises from VMO2B's negligence or the negligence of VMO2B's Employees.
- 18.8 Subject to clause 18.5, the express terms of this Agreement are in lieu of all warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are hereby excluded to the fullest extent permitted by Applicable Law. Where VMO2B are able to do so, VMO2B will pass on to the Customer any manufacturer's warranty for the Equipment.
- 18.9 The limited warranty, exclusive remedies and limited liability set forth above are fundamental elements of the basis of the Agreement between VMO2B and the Customer. VMO2B would not be able to provide the Services and/or Equipment on an economic basis without such limitations.
- 18.10 VMO2B shall not be liable for the acts or omissions of other providers of telecommunication services unless such other providers have been specifically engaged by VMO2B as subcontractors or assignees in respect of the performance of VMO2B's obligations under this Agreement.

19 Publicity

- 19.1 The Customer shall not make, or permit any person to make, any public announcement concerning this Agreement without the prior written consent of VMO2B, except as required by Applicable Law, any governmental or regulatory authority (including without limitation any relevant securities exchange), any court or other authority of competent jurisdiction.
- 19.2 The Customer shall not use VMO2B's name as a reference or in any advertising or promotional materials, press release, tender, proposal, speech, article or other similar material without VMO2B's prior written consent.
- 19.3 VMO2B shall be entitled to use the Customer's name as a reference or in any advertising or promotional materials, press release, tender, proposal, speech, article or other similar material, but shall not otherwise reveal the terms of this Agreement to any third party without the Customer's prior written consent except as required by Applicable Law, any governmental or regulatory authority (including without limitation any relevant securities exchange), any court or other authority of competent jurisdiction..

20 Data Protection

- 20.1 The parties shall comply with all Data Protection Laws applicable to them at all times. The parties acknowledge that the status and data protection role of each party is a question of fact to be determined



under Data Protection Laws. Notwithstanding that, it is the mutual understanding of each party that:

- a) In relation to Processing the business contact details of the other Party provided for the purposes of administration and management of the Services and this Agreement ("Contact Personal Data") each Party may Process the Contact Personal Data, each acting as an independent Data Controller;
- b) In relation to Processing Personal Data collected and processed as a telecommunications provider, VMO2B acts as an independent Data Controller once Users are set up to receive or are connected to the Services, unless otherwise specified in a Service Schedule. The VMO2B Privacy Policy sets out how VMO2B Processes Personal Data;
- c) In relation to Processing Personal Data of Users that Customer provides to VMO2B, the Customer acts as Data Controller and VMO2B acts as a Data Processor for the purposes of setting up to receive or connecting Users to Services. Accordingly, the Customer shall be responsible for notifying Users that their Personal Data will be shared with VMO2B and of the VMO2B Privacy Policy before transferring Personal Data;
- d) In relation to third party or other Services resold, provided or provisioned under this Agreement, to the extent applicable, the data processing roles of the Parties shall be specified in the respective Service Schedule.

20.2 Only when VMO2B is acting as a Data Processor:

- a) Customer will comply with all Data Protection Laws applicable to it as a Data Controller of Personal Data, including but not limited to, the lawfulness of the Processing instructions the Customer gives to VMO2B.
- b) Clauses 21.1– 21.11 (inclusive) of this Agreement will apply, referred to herein as the "Processing Obligations".

21 Processing instructions:

- 21.1 VMO2B shall only Process Customer Personal Data for the purposes of performing this Agreement in accordance with (i) Customer's documented instructions (which Customer acknowledges are set out in this Agreement or otherwise agreed between VMO2B and the Customer in writing) and to the extent Processing is necessary to provide the Service, or (ii) as otherwise required by Law. VMO2B shall notify the Customer in the event that it becomes aware of applicable laws or regulation which prevents VMO2B from complying with the Customer's lawful instructions
- 21.2 If VMO2B is required by Law to Process Customer Personal Data, VMO2B shall first notify the Customer of that legal requirement, unless the Law prohibits VMO2B from doing so.
- 21.3 If the Customer wishes to give VMO2B additional Processing instructions, VMO2B may require such new Processing instructions to be treated as an amendment to this Agreement.

Confidentiality

- 21.4 VMO2B shall ensure that persons authorised by it to Process Customer's Personal Data are subject to an appropriate duty of confidentiality.

Security

- 21.5 VMO2B shall, in compliance with its information security policies, implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk related to VMO2B's Processing of Customer Personal Data.



Data Breach Notification

- 21.6 Upon becoming aware of a Data Breach in respect of Personal Data controlled by the Customer, VMO2B shall without undue delay notify the Customer of the Data Breach.

Assistance

- 21.7 Taking into account the nature of the Processing and the information available to VMO2B, VMO2B shall, at the Customer's cost, provide reasonable and proportionate assistance to the Customer to enable it to fulfil Customer obligations (i) as a Data Controller pursuant to Articles 32 to 36 of the EU GDPR insofar as they are retained in UK GDPR; and (ii) to respond to Data Subject requests under Chapter III of the EU GDPR insofar as they are retained in the UK GDPR.

Sub-Processors

- 21.8 VMO2B may engage any of its Group Companies or third-party sub-processors (collectively Sub-Processors) to Process Customer Personal Data, provided that:
- a) VMO2B maintains an up-to-date list of Sub-Processors which will be available to the Customer on request. In the event that the Customer objects to the use of a new sub-processor, within 30- days of notification of the new sub-processor, the Customer shall be entitled to terminate the Agreement in accordance with clause 14.1 (termination for convenience) after which the Customer shall be deemed to have accepted a new sub-processor;
 - b) VMO2B has a binding contract with each Sub-Processor that contains data protection terms that are equivalent to the Processing Obligations; and
 - c) If a Sub-Processor fails to fulfil a relevant Processing Obligation, VMO2B shall remain liable to the Customer for the performance such obligation.

International Transfers

- 21.9 VMO2B may transfer the Customer's Personal Data to a third country or an international organisation for Processing: (i) where required to do so by Law, in such case VMO2B shall first inform the Customer of that legal requirement unless the Law prohibits VMO2B from doing so; (ii) where the European Commission (or an authorised UK authority) has determined that the third country provides Data Subjects with adequate protection in relation to the transfer and Processing of their Personal Data; or (iii) where VMO2B has completed appropriate due diligence and have put in place appropriate safeguards that will provide Data Subjects with adequate protection in relation to the transfer and Processing of their Personal Data in accordance with Data Protection Law. Where VMO2B uses the standard contractual clauses adopted by the European Commission or otherwise approved or recommended by the UK Data Protection Authorities, the Customer acknowledges that VMO2B may sign these as data exporter on the Customer's behalf as VMO2B does for its customers generally.

Return or Deletion

- 21.10 Upon expiry or termination of this Agreement, VMO2B shall delete relevant Personal Data, unless VMO2B continues to process it in its capacity as a Data Controller, it is reasonable to retain it in order to meet legal or regulatory obligations or storage is required by Law.

Information and Audit

- 21.11 VMO2B shall, at the Customer's cost, demonstrate VMO2B's compliance with the Processing Obligations to the Customer:
- a) by making relevant information available to the Customer on the Customer's written request; and
 - b) by providing reasonable evidence of the results of any applicable third party, deemed to be mandated by the Customer, audit or inspection commissioned by VMO2B to verify its information



security controls.

22 Matters beyond the parties' reasonable control

- 22.1 Neither party shall be deemed in default or liable to the other party for any matter whatsoever for any delays in performance or from failure to perform or comply with the terms of this Agreement (other than payment) due to any cause beyond that party's reasonable control including, without limitation, acts of God, acts (or failure to act) of regional or central Government, highway authorities or other competent regulatory authorities, telecommunications network operators, war or national emergency, terrorism, riots, civil commotion, fire, explosion, flood, lightning, extremely severe weather, power failures, epidemic, pandemic, power failure, natural disaster, subsidence, lock-outs, strikes and other industrial disputes (in each case, whether or not relating to that party's workforce) and a third party's delay in supplying, or failure to supply, any Service or Equipment which arises as a result of an event or cause beyond that third party's reasonable control.
- 22.2 The Customer agrees that VMO2B shall have no liability for improper, incorrect or unauthorised use (including where contrary to the Acceptable Use Policy) of the Services or Equipment by the Customer or any Third Party.
- 22.3 If the period of delay or non-performance continues for 3 months, the party not affected may terminate this Agreement by giving 30 days' written notice to the affected party.

23 Export control

- 23.1 If the Customer proposes to export any software, technical information or training materials, or equipment supplied by VMO2B pursuant to this Agreement, the Customer agrees to comply with any applicable export or re-export laws, regulations, prohibitions or embargoes of any country, including obtaining written authority from any relevant licensing authority where necessary.
- 23.2 If the Customer procures Equipment, the Customer agrees that in entering into this Agreement the Customer accepts the terms of the following User undertaking on behalf of itself and, if applicable, its Affiliates: The Customer certifies that it is or will be the User of the Equipment and further certifies that it shall use the Equipment only for the purposes of allowing its employees to send, receive, store and process data and voice services in order to perform their everyday contractual duties; that the Equipment will not be used for any purpose connected with explosives, chemical, biological or nuclear weapons, or missiles capable of delivering such weapons; that the Equipment will not be re-exported or otherwise re-sold or transferred if it is known or suspected that they are intended or likely to be used for such purposes; and that the Equipment, or any replica of it, will not be used in any nuclear explosive activity or un-safeguarded nuclear fuel cycle activity.

24 Notices

- 24.1 Subject to clause 24.2, any notice required or permitted under this Agreement shall be given in writing and shall be:
- a) delivered by hand or pre-paid first-class post or by a signed-for next working day delivery service to the address of the recipient stipulated in the Agreement or as notified from time to time in writing; or
 - b) sent by email to the email address of the recipient stipulated in the Agreement or as notified from time to time in writing.
- 24.2 Any notice to terminate this Agreement (in whole or in relation to a particular Service) shall be given by the Customer in writing and shall be delivered by hand or pre-paid first-class post or by a signed-for next working day delivery service to the address of VMO2B stipulated in the front sheet or as notified from time to time in writing.
- 24.3 Any notice shall be deemed to have been received:
- a) if delivered by hand, on signature of a delivery receipt or, if not signed for, at the time the notice is left



at the correct address;

- b) if sent by pre-paid first-class post, at 09:00 on the second Working Day after posting;
 - c) if sent by a signed-for next working day delivery service, at the time recorded by the delivery service;
 - d) if sent by email, at 09:00 on the next Working Day after transmission.
- 24.4 If notice is sent to terminate the Agreement or cancel any part of the Service, then a copy of the notice must be retained along with proof of delivery.
- 24.5 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

25 Priority of Documents Forming this Agreement

- 25.1 This Agreement is recorded in the following documents:
- a) these General Conditions;
 - b) the applicable Service Schedule(s);
 - c) the Commercial Schedule;
 - d) any other part of the Agreement presented to the Customer
 - e) any other document incorporated by reference in the Service Schedules; and
 - f) the VMO2B Website.
- 25.2 In the event of any conflict between provisions of the documents making up this Agreement, the order of precedence shall be as set out in this clause 25 of these General Conditions (in order of decreasing precedence) unless explicitly stated otherwise.

26 Credit Checks and Fraud Prevention

- 26.1 VMO2B's acceptance of the Customer's application for Services is subject to VMO2B checking the following records about the Customer and the Customer's business partners:
- a) VMO2B's own records;
 - b) business records at credit reference agencies ("CRAs") including both public (including the electoral register) and fraud prevention information. When CRAs receive a search from VMO2B they will place a search footprint on the Customer's business credit file that may be seen by other companies;
 - c) records held by fraud prevention agencies ("FPAs"); and
 - d) if the Customer contact is a director, VMO2B may seek confirmation, from CRAs that the residential address that is provided is the same as that shown on the restricted register of directors' usual addresses at Companies House.
- 26.2 VMO2B may also make checks such as assessing the Customer's application for Services and verifying identities to prevent and detect crime and money laundering. VMO2B may also make periodic searches at CRAs and FPAs to manage the Customer's VMO2B account.



- 26.3 VMO2B will send the information provided by the Customer, details of the Customer's VMO2B account and how the Customer manages its account to CRAs which may record such information, including information on the Customer's business and its proprietors. The CRAs may create a record of the name and address of the Customer and its proprietors if there is not one already.
- 26.4 If the Customer does not pay the Charges when they become due and payable, CRAs will record the outstanding debt which shall remain on file for six years after they are closed (whether by settlement or default). Such records may be supplied to other organisations by CRAs and FPAs to perform similar checks and to trace the Customer's whereabouts and recover debts owed by the Customer.
- 26.5 VMO2B will carry out a search to verifying identities. This involves checking the details given by the Customer against those held on databases which CRAs and FPAs have access to, including the electoral register. CRAs and FPAs will keep a record of this search and other companies may use it to help them verify identities.
- 26.6 If the Customer gives VMO2B false or inaccurate information or VMO2B suspect or identify fraud or criminal activity VMO2B will record this and may also pass this information to FPAs and other organisations involved in crime and fraud prevention.
- 26.7 VMO2B and other organisations may access and use from other countries the information recorded by fraud prevention agencies.
- 26.8 Customer data may also be used for other purposes for which the Customer or any User gives its specific permission or, in very limited circumstances, when required by Applicable Law or where permitted under the Data Protection Laws. To read the full details of how data may be used please visit the VMO2B Website.
- 26.9 The Customer can contact the CRAs currently operating in the UK, including CallCredit (Consumer Services Team, PO Box 491, Leeds, LS3 1WZ or call 0870 0601414); Equifax PLC, (Credit File Advice Centre, PO Box 3001, Bradford, BD1 5US; 0870 010 0583; www.myequifax.co.uk); and Experian (Consumer HelpService, PO Box 8000, Nottingham NG80 7WF; 0844 4818000; www.experian.co.uk). The information they hold may not be the same. They will charge a small statutory fee for access to their Records. Details of the relevant fraud prevention agencies are available from VMO2B on request.

27 Call Monitoring, Marketing and Usage Information

- 27.1 VMO2B may monitor and record VMO2B's telephone conversations with the Customer in order to maintain the quality of VMO2B's customer services and for training purposes.
- 27.2 The Customer agrees that its details or those of its Users may be used and disclosed by VMO2B for the purposes of this Agreement and for marketing purposes as set out in VMO2B's Privacy Policy. The Customer will ensure that any disclosure of Users' Personal Data by the Customer to VMO2B is compliant with Data Protection Laws and that Users have been notified of VMO2B's Privacy Policy. If a User does not want their details to be used for direct marketing purposes, the Customer should contact its designated VMO2B account manager or the VMO2B data protection officer at Telefónica UK Limited/Virgin Media Business Limited, 500 Brook Drive, Reading, RG2 6UU.
- 27.3 VMO2B can pass on information that describes the habits, usage patterns and characteristics of Customers. However, the information is anonymous and does not describe or reveal the identity of any particular Customer.
- 27.4 The Customer authorises VMO2B to give its name and other contact details to the emergency services. Unless the Customer tells VMO2B in writing that it withdraws that authorisation, VMO2B will also be authorised to provide those details to other communications operators and providers of directories. VMO2B will have no liability for any publication made by the emergency services or communications operators.
- 27.5 Unless the Customer has told VMO2B otherwise in writing, the Customer agrees to be involved in any press release, promotional material or case studies relating to the Agreement which VMO2B reasonably requests.

28 TUPE

- 28.1 The Customer warrants that it has taken all reasonable steps to verify and, following such investigation, has no grounds to believe that any Transferring Employee's employment shall transfer from the Customer or any Third Party to a Services Provider pursuant to the TUPE Regulations as a result of a Service Transfer, however and whenever such Service Transfer takes effect.
- 28.2 If, notwithstanding the warranties given by the Customer in clause 28.2, as a result of a Service Transfer, any Transferring Employee claims or it is determined that his contract of employment or any liability regarding his employment has been transferred from the Customer or any Third Party to a Services Provider pursuant to the TUPE Regulations or otherwise then:
- a) the Services Provider may terminate any such contract forthwith; and
 - b) the Customer shall indemnify and hold harmless the Services Provider against any Losses arising out of such termination and against sums payable to or on behalf of such employee in respect of his employment whether arising before or after the transfer of his employment (or alleged transfer of employment) to the Services Provider (including for the avoidance of doubt any liability arising from a failure to comply with any information or consultation requirements under the TUPE Regulations).
- 28.3 The parties intend that no VMO2B Employee's employment shall transfer from a Services Provider to the Successor Supplier pursuant to the TUPE Regulations as a result of the commencement of the provision of the Replacement Services by a Successor Supplier, however and whenever such commencement takes effect.
- 28.4 If, notwithstanding the intention of the parties stated in clause 28.3, as a result of the commencement of the provision of the Replacement Services by the Successor Supplier, any VMO2B Employee claims or it is determined that his contract of employment or any liability regarding his employment has been transferred from a Services Provider to the Successor Supplier pursuant to the TUPE Regulations or otherwise then:
- a) the Successor Supplier may terminate any such contract forthwith; and
 - b) VMO2B shall indemnify and hold harmless the Customer against any Losses incurred or suffered by the Successor Supplier within three (3) calendar months of the transfer arising out of such termination and against sums payable to or on behalf of such employee in respect of his employment whether arising before or after the transfer of his employment (or alleged transfer of employment) to the Successor Supplier (including for the avoidance of doubt any liability arising from a failure to comply with any information or consultation requirements under the TUPE Regulations). within 3 months of the transfer
- 28.5 The parties agree that the Contracts (Rights of Third Parties) Act 1999 shall apply to this clause 28 to the extent necessary to ensure that:
- a) any Services Provider shall have the right to enforce the obligations owed to, and indemnities given to by the Customer under this clause 28; and
 - b) any Successor Supplier shall have the right to enforce the obligations owed to, and indemnities given to, the Customer by VMO2B under this clause 28,
- in its own right pursuant to section 1(1) of the Contracts (Rights of Third Parties) Act 1999.

29 General

- 29.1 The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights or obligations under this Agreement, provided that the Customer may assign or transfer this agreement to a Customer Affiliate with the prior written consent of VMO2B (such consent not to be unreasonably withheld or delayed). VMO2B may assign, transfer, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights under this Agreement and may subcontract the performance of all or part of the same, provided that VMO2B shall remain liable for the acts and omissions of its subcontractors.



- 29.2 This Agreement together with all other documents entered into pursuant to it constitutes the entire agreement between the parties and supersedes and extinguishes all prior agreements, negotiations, proposals, promises, assurance, understandings, warranties, representations and understandings between them, whether written or oral, relating to the subject matter of this Agreement. Each of the parties acknowledges and agrees that in entering into this Agreement, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement. Nothing in this clause 29.2 shall, however, operate to limit or exclude any liability for fraud.
- 29.3 If any of the provisions of this Agreement is or become invalid, illegal or unenforceable, the validity or enforceability of the remaining provisions shall not in any way be affected or impaired. In such circumstances, the parties shall negotiate in good faith in order to agree the terms of a mutual satisfactory provision, achieving as nearly as possible the same commercial effect, to be substituted for the provision which is found to be invalid, illegal or unenforceable. If such agreement is not possible, the relevant provision shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision shall be deemed deleted.
- 29.4 The failure or delay by either party to exercise or enforce any right, power or remedy under this Agreement shall not be deemed to operate as a waiver of any such right, power or remedy; nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 29.5 Nothing in this Agreement shall create, or be deemed to create, a partnership or joint venture between the parties and nothing in this Agreement shall be construed to appoint one party as the distributor, dealer or agent of the other party, or authorise either party to make or enter into any commitments for or on behalf of the other party.
- 29.6 Except as otherwise explicitly set out in this Agreement, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. For the avoidance of doubt, Customer Affiliates shall have no rights to enforce any term of this Agreement.
- 29.7 The Customer shall, at VMO2B's request but at its own expense, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Agreement and shall use all reasonable endeavours to procure that any necessary third party shall promptly do the same. VMO2B shall use reasonable endeavours to execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Agreement and shall use all reasonable endeavours to procure that any necessary third party shall promptly do the same, in each case at the Customer's request and expense.
- 29.8 Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by Applicable Law.
- 29.9 This Agreement, and any issues or disputes of whatever nature arising out of or in any way relating to it or its formation (whether such disputes are contractual or non-contractual in nature, such as claims in tort, for breach of statute or regulation, or otherwise) shall be governed by and construed in accordance with the laws of England and Wales. The Parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.



Business

Mobile Service Schedule

Version Number 4.0

Mobile Service Schedule

This Mobile Service Schedule applies to the provision of Mobile Data Services and Voice Services (each as defined below).

1 Definitions

- 1.1 In this Service Schedule, in addition to those terms defined in the General Conditions, the following terms and expressions apply:

Term / expression	Meaning
"Accessory"	means an item of equipment sold separately for use with Mobile Equipment but which is not on its own Mobile Equipment (such as phone cases or phone chargers which are supplied in addition to those packaged along with a phone) and which cannot be used without Mobile Equipment in connection with the Mobile Services;
"Affected Services"	has the meaning given in paragraph 8.1;
"Airtime"	means mobile airtime and Network capacity;
"AIT"	means artificially inflated traffic which occurs when the flow of calls to any particular revenue share service is, as a result of any activity by or on or behalf of the entity operating that revenue share service, disproportionate to the flow of calls which would be expected from good faith usage of the Network;
"Bolt-On"	Means an Add-On Service which Customers may elect to add to or remove from a tariff, as further described in Appendix 2
"Data Connection"	means any connection and/or communication between Mobile Equipment by which data is either transmitted and/or received;
"Europe Zone"	means the countries listed as being included in the Europe Zone on https://www.o2.co.uk/business/solutions/mobile/travelling-abroad/europe , as updated by VMO2B from time to time;
"Gateway"	means any equipment containing one or more SIM Cards for one or more mobile networks, which enables the routing of calls and/or SMS and/or any other form of communication from fixed apparatus to mobile equipment by establishing a mobile to mobile call, SMS Text message or Data Connection;
"Mobile Equipment"	means any phones and related items (including USB modems and phone chargers packaged along with a phone) or other equipment provided by VMO2B to the Customer under the Agreement for use in connection with the Mobile Services;
"Mobile Equipment Account"	means a notional account set up by VMO2B to accrue credits owing to the Customer (calculated as described in the Commercial Schedule) from which additional Mobile Equipment can be taken from VMO2B by the Customer; and
"Mobile Equipment Terms"	means the terms and conditions titled "Mobile Equipment Terms" set out in Appendix 1 and which applies to the provision of Mobile Equipment by VMO2B to the Customer;
"Mobile Equipment Warranty Period"	means a period of twelve (12) months from the date on which such item of Mobile Equipment is despatched to the Customer by VMO2B unless special conditions associated with certain Mobile Equipment apply which shall be advised by VMO2B to the Customer from time to time;
"Mobile Data Services"	means the Mobile Services under which VMO2B supplies the Customer with Airtime enabling the Customer to transfer data on the Network;
"Mobile Services"	means those Services identified as a "Mobile Service" in this Service Schedule;
"SIM Card"	means a subscriber identity module card or a digital SIM supplied to the Customer by VMO2 and which, for the avoidance of doubt, is included in the definition of Equipment in this Agreement;

Term / expression	Meaning
"SMS" and / or "MMS"	means the short message service and multimedia message service which allows text messages and/or pictures to be sent and received from mobile equipment;
"Software Warranty Period"	means a period of three months from the date on which the Mobile Equipment on which the Software is installed is despatched to the Customer by VMO2B unless special conditions associated with certain Software apply which shall be advised by VMO2B to the Customer from time to time;
"Transformation Fund"	means a notional account set up by VMO2B to accrue credits owing to the Customer (calculated as described in the Commercial Schedule) from which additional Mobile Equipment (and, where permitted in the Commercial Schedule, certain Services) can be purchased from VMO2B by the Customer.
"Value Added Mobile Services"	means the value added services in relation to Mobile Services, such as installation, insurance, repair etc. as may be made generally available from time to time by VMO2B to business customers, the details of which appear on the VMO2B Website;
"Voice Services"	means the Mobile Services under which VMO2B supplies the Customer with Airtime enabling the Customer to make and receive mobile voice calls and SMS texts on the Network; and
"Warranty Period"	means either the Mobile Equipment Warranty Period and/or the Software Warranty Period (as applicable).

2 Mobile service standards

- 2.1 The Customer acknowledges that provision of the Mobile Services is subject to the geographic extent of Network coverage and local geography, topography and/or atmospheric conditions and/or other physical or electromagnetic interference and/or the number of users trying to access the Mobile Services in any particular location that may, from time to time, adversely affect the provision of the Mobile Services in terms of availability, line clarity and call interference.

3 SIM Cards and numbers

- 3.1 VMO2B will supply to the Customer such number of SIM Cards as is necessary for the Customer to receive the Mobile Services to be provided under the relevant order.
- 3.2 VMO2B shall:
- provide to the Customer such mobile numbers as are necessary for the Customer to receive the Mobile Services; or
 - port mobile numbers from another mobile network in accordance with standard porting procedures between mobile networks in the United Kingdom.
- 3.3 Nothing in this Agreement shall be construed as to grant the Customer any right in relation to the mobile numbers other than to receive the Mobile Services as described in this Agreement.

4 Charges

- 4.1 Unless otherwise stated in the Commercial Schedule(s) or on the VMO2B Website the following apply to UK domestic calls:
- call prices are quoted by the minute;
 - the duration of each call shall be measured in whole seconds, any part second will be rounded up to the next whole second;
 - each call shall be charged excluding VAT, based on the duration, the ex VAT cost of each call is then calculated and the result rounded up to the nearest penny. VAT is then added where applicable to the total of all charges on the Customer's invoice;

- d) peak rate call Charges apply from 07:00 to 19:00, Monday to Friday; weekend rate call Charges apply from midnight on Friday to midnight on Sunday and off peak rate call Charges apply at all times when peak rate or weekend rate call Charges do not apply; and
- e) all calls are subject to a minimum Charge which is equal to the per minute cost of the applicable call.

Full details of international and roaming call Charges (including rounding policies) are available at the VMO2B Website.

- 4.2 The Customer acknowledges that roaming calls may take longer to be billed than other types of calls.
- 4.3 Data usage is measured in kilobytes (KB). 1MB = 1024 Kilobytes (KB), 1024 MB = 1 Gigabyte (GB). Data usage will be rounded to the nearest kilobyte and charges are rounded up to the nearest 1p. The Customer will be billed for the amount of data that travels over the data network. Please note the bill may include Charges for re-sent data packets and packets added to control the flow of data over the Network.
- 4.4 VMO2B may monitor the Customer's usage of the Mobile Services for the purpose of controlling VMO2B's credit risk and the Customer's exposure to fraudulent usage.
- 4.5 The Customer will be liable for any Charges incurred as a result of unauthorised use of the Mobile Services (including any SIM Card) until VMO2B has received a request from the Customer to suspend the provision of such Mobile Services.
- 4.6 Any credits accrued in the Mobile Equipment Account may be used solely for the purposes of offsetting Charges for Mobile Equipment. Credits do not have any monetary value and the Customer is not entitled to:
 - a) any payments from any credits accrued in the Mobile Equipment Account;
 - b) use any credits accrued in the Mobile Equipment Account to offset Charges for Mobile Services;
 - c) offset any credits accrued in the Mobile Equipment Account against any outstanding debt; or
 - d) any future use of credits accrued in the Mobile Equipment Account upon termination of this Agreement.
- 4.7 Credits accrued in the Customer's Mobile Equipment Account may be used to take additional items of Mobile Equipment that are available from VMO2B at the point of request by the Customer. A price list of the available Mobile Equipment will be made available to the Customer upon request.
- 4.8 Any credits accrued in the Transformation Fund may be used for the purposes of offsetting Charges for Mobile Equipment. Whether such credits can also be used to offset Charges for Services shall be set out in the Commercial Schedule. Credits do not have any monetary value and the Customer is not entitled to:
 - a) any payments from any credits accrued in the Transformation Fund; or
 - b) use any credits accrued in the Transformation Fund to offset Charges for Mobile Services (except as permitted in the Commercial Schedule);
 - c) offset any credits accrued in the Transformation Fund against any outstanding debt; or
 - d) any future use of credits accrued in the Transformation Fund upon termination of this Agreement.
- 4.9 Only SIM Cards connected to the Network pursuant to the Agreement shall be considered when determining if the Customer is eligible for credits.

5 Disconnection of SIM Cards

- 5.1 The Customer may serve on VMO2B a disconnection notice in respect of a SIM Card(s) at any time.

- 5.2 VMO2B will, within 30 days from receipt of a disconnection notice, disconnect the relevant SIM Card(s) from the Mobile Services.
- 5.3 In the event that the Customer gives a disconnection notice resulting in disconnection of a SIM Card prior to the expiry of its Minimum Period (as set out in the Commercial Schedule), the Customer will pay to VMO2B any applicable Termination Fee.

6 Obligations of the Customer

- 6.1 The Customer shall notify VMO2B immediately (and confirm in writing) on becoming aware that any SIM Card has been lost or stolen or that any person is making improper or illegal use of a SIM Card and shall remain liable for any Charges incurred in respect of and any information contained within that SIM card up until the point at which the Customer notifies VMO2B.
- 6.2 The Customer shall, and shall take all reasonable steps to ensure that Users (or anyone having access to the Services) will:
 - a) not use the Mobile Services in any way to generate AIT; and
 - b) not, without the prior written consent of VMO2B which may be withheld at VMO2B's absolute discretion, establish, install or use a Gateway so that telecommunication services are provided via the Gateway;
 - c) not make nuisance calls or use the Services to spam or to send unsolicited advertising or promotional material;
 - d) comply with VMO2B's reasonable instructions relating to health, safety, security and use of the Network; and
 - e) comply with any applicable Acceptable Use Policy that VMO2B may issue from time to time.
- 6.3 The Customer agrees not to use SMS or MMS for the purpose of marketing or advertising anything to users of mobile services without the consent of those users.
- 6.4 The Customer agrees that in respect of SMS and MMS, VMO2B is acting as a network operator and as such has no knowledge of, involvement with, or liability for the specific content of any text messages sent to the Customer's SIM Cards, which do not originate from VMO2B.
- 6.5 The Customer shall not be permitted to transfer a SIM Card from the tariff which that SIM Card was originally connected to under this Agreement to another tariff except where VMO2B at VMO2B's absolute discretion agrees to do so and confirms such a change in writing to the Customer.
- 6.6 VMO2B can at its discretion suspend any SIM Card from making calls (other than to emergency services) and disconnect any SIM Card from the Mobile Services if VMO2B has reasonable cause to suspect fraudulent use of the SIM Card or relevant Mobile Equipment, or either are identified as being stolen. The Customer shall remain liable for all Charges levied in accordance with this Agreement during any period of suspension.

7 Value Added Services

- 7.1 The Customer may order Value Added Mobile Services and VMO2B may accept or decline such orders.
- 7.2 VMO2B reserves the right to add to, substitute, or to discontinue any Value Added Mobile Service at any time. VMO2B does not guarantee the continuing availability of any particular Value Added Mobile Service.

8 Customer Equipment

8.1 Certain elements of the Mobile Services are dependent on the Customer having suitable customer equipment available and in the event that the Customer is unable to provide such customer equipment, then:

- a) some of the Mobile Services may not function correctly (the "Affected Services");
- b) VMO2B may choose not to provide the Customer with the Affected Services; and
- c) VMO2B shall have no liability for the Customer's inability to receive those Affected Services.

8.2 Any customer equipment must be:

- a) technically compatible with the Network and the relevant Mobile Service and shall not harm the Network or equipment belonging to another customer;
- b) connected to the Network strictly in accordance with the instructions of VMO2B; and
- c) used by the Customer in compliance with any relevant instructions, standards and Applicable Law.

Appendix 1

Mobile Equipment Terms

The following additional terms and conditions apply to the provision by VMO2B to the Customer of Mobile Equipment.

1 Availability of Mobile Equipment

- 1.1 VMO2B reserves the right to add to, substitute, or to discontinue any item of Mobile Equipment at any time. VMO2B does not guarantee the continuing availability of any particular item of Mobile Equipment.

2 Delivery, Acceptance and Risk

- 2.1 VMO2B will deliver the Mobile Equipment to the address specified in the Order Form or as otherwise agreed by the parties in writing from time to time provided that address is within the United Kingdom.
- 2.2 The Customer shall be deemed to have accepted an item of Mobile Equipment:
- a) when that item of Mobile Equipment has been delivered, if VMO2B is to deliver the item of Mobile Equipment; or
 - b) when the Customer takes possession of that item of Mobile Equipment, if the item of Mobile Equipment is to be collected by the Customer.
- 2.3 Risk in an item of Mobile Equipment will pass to the Customer when the item of Mobile Equipment is accepted by the Customer. The Customer shall not be liable for any loss or damage to the item of Mobile Equipment to the extent that such loss or damage is caused by the negligence of VMO2B or its suppliers.

3 Title in the Mobile Equipment

- 3.1 Title in any Mobile Equipment and/or any Accessory provided by VMO2B to the Customer under the Agreement shall pass to the Customer upon receipt of payment in full and cleared funds by VMO2B in respect of such Mobile Equipment and/or Accessory in accordance with clause 7.3 of the General Conditions.

4 Obligations of the Customer

- 4.1 The Customer will:
- a) only use Mobile Equipment for the purposes of receiving or using the Mobile Services in accordance with the Agreement; and
 - b) comply with any instructions provided by VMO2B or a VMO2B Representative from time to time in respect of the Mobile Equipment (including in relation to the return of any Mobile Equipment).
- 4.2 The Customer will, and shall take all reasonable steps to ensure that its Users will, pay the standard charges levied by VMO2B from time to time applicable to repair work on Mobile Equipment which is outside (in scope or time) the warranty provided under the Agreement.
- 4.3 VMO2B reserves the right to bar service to any Mobile Equipment supplied under the Agreement to which VMO2B retains title where, in VMO2B's reasonable opinion, that Mobile Equipment is not being used in a manner which VMO2B would expect, including where the Mobile Equipment is used in conjunction with a SIM Card connected to a tariff other than one which the Customer has ordered under the Agreement.
- 4.4 At the Customer's expense, the Customer shall return to VMO2B any Mobile Equipment to which VMO2B retains title where such Mobile Equipment has been barred pursuant to paragraph 4.3 of these Mobile Equipment Terms.

- 4.5 The Customer undertakes not to sell the Mobile Equipment without VMO2B's prior written consent where VMO2 retains title in such Mobile Equipment.
- 4.6 Where VMO2B retains title to the Mobile Equipment, VMO2B reserves the right by giving written notice to the Customer to charge the Customer liquidated damages equal to the Mobile Equipment price list as provided by VMO2B from time to time or the prevailing list rate on the date such notice is given for any Mobile Equipment, minus any Charges paid by the Customer to date for the Mobile Equipment which is the subject of the notice:
 - a) in respect of which the Customer has failed to fulfil its obligations under paragraph 4.4 of these Mobile Equipment Terms; or
 - b) which the Customer sells in breach of paragraph 4.5 of these Mobile Equipment Terms,
 - c) and such liquidated damages shall immediately be due and payable from the Customer to VMO2B.
- 4.7 The parties acknowledge and agree that VMO2B has a legitimate interest in ensuring the Customer complies with its obligations under paragraphs 4.4 and 4.5 and the liquidated damages referred to in paragraph 4.6 of these Mobile Equipment Terms are a reasonable reflection of the loss that VMO2B will suffer if the Customer fails to comply with such obligations.
- 4.8 The Customer shall ensure that their Mobile Equipment is up to date with the latest available version of the manufacturer's Software. Any failure by the Customer to ensure that the Software on the Mobile Equipment is maintained on the latest version may result in performance issues which VMO2B shall not be liable for.

5 Warranties

- 5.1 VMO2B warrants that each item of Mobile Equipment will conform in all material respects to the manufacturer's specification for the Mobile Equipment Warranty Period.
- 5.2 VMO2B warrants that any Software will conform in all material respects to the manufacturer's specification for the Software Warranty Period.
- 5.3 If, within the relevant Warranty Period, the Customer notifies VMO2B of any defect or fault in the Mobile Equipment or Software arising under normal use in consequence of which it fails to conform in any material respect with the manufacturer's specification VMO2B shall, at VMO2B's option either (i) repair the faulty Mobile Equipment or Software; or (ii) replace the faulty Mobile Equipment or Software with the same or an equivalent item of Mobile Equipment or Software which may be a new or refurbished item.
- 5.4 In the event that Mobile Equipment or Software is provided to replace Mobile Equipment or Software which has failed during its Warranty Period, the replacement Mobile Equipment or Software will be provided with its own Warranty Period which shall last for the greater of: (i) three months from the date on which the replacement Mobile Equipment or Software is despatched to the Customer; or (ii) the outstanding period of the original Warranty Period.
- 5.5 The warranty obligations set out in paragraph 5.3 of these Mobile Equipment Terms shall not apply in the event that a person has: (i) altered or damaged the Mobile Equipment or Software; (ii) serviced or repaired it without VMO2B's authorisation; (iii) not complied with its obligations under paragraph 4 of these Mobile Equipment Terms; or (iv) used the Mobile Equipment or Software for a purpose or in a context, other than in accordance with VMO2B's or the manufacturer's instructions and advice.
- 5.6 If the Customer reports a defect or fault in the Mobile Equipment or Software to VMO2B, and is provided with a replacement item pursuant to paragraph 5.3 above, VMO2B reserves the right to charge the Customer for the replacement item in the following circumstances:
 - a) where the faulty or defective Mobile Equipment is not returned to VMO2B within fourteen (14) days of provision to the Customer of a replacement for the faulty Mobile Equipment or Software;

- b) where VMO2B considers that the defect or fault in the Mobile Equipment or Software is caused by use, amendment or damage described in paragraph 5.5 above; or
- c) where no fault or defect is detected in the Mobile Equipment or Software.

Appendix 2

Bolt-On Terms

1 Ordering Bolt-Ons

- 1.1 Bolt-Ons are available as an Add-On Service to certain customers, and are chargeable at variable prices per month per subscriber. Applicable Charges are stated in the Commercial Schedule or will be made available upon request to the Customer.
- 1.2 Each Bolt-On provides an allowance of either voice, texts or data which may be used by the Customer in accordance with the terms of the Agreement. Bolt-On details are available in this Service Schedule, or on the VMO2B Website, and may be updated from time to time.
- 1.3 Unless stated otherwise (for example, in a shared Bolt-On), a Bolt-On allowance applies to a single SIM Card and may not be transferred between connections.
- 1.4 Where a Bolt-On includes a shared allowance (as per the Bolt-On name), then the allowance included with that Bolt-On may be shared across multiple SIM Cards.
- 1.5 If a Customer has a mix of shared and single allowance Bolt-Ons, the shared allowances will always be decremented first where eligible usage occurs.
- 1.6 Customer may request additional Bolt-Ons from VMO2B at any time during the Term from their designated VMO2B sales representative or via the customer services team,
- 1.7 Where the Customer requests the addition of a Bolt-On, either at the Service Commencement Date for Mobile Voice and Data Services, or at any point during the Term, VMO2B will activate the Bolt-On as soon as reasonably possible and Charges will commence from the Service Commencement Date of the Bolt-On.

2 Bolt-On Restrictions and Exclusions

- 2.1 VMO2B are unable to provide more than one of the same Bolt-On for an individual SIM Card.
- 2.2 VMO2B are able to provide more than one type of Bolt-On for an individual SIM Card.
- 2.3 Bolt-On allowances expire at the end of the monthly billing cycle and do not roll over to the next billing cycle.
- 2.4 The following call types and number ranges are excluded from Bolt-Ons unless explicitly stated otherwise:
 - a) Calls and texts made from destinations outside UK;
 - b) Calls and texts to premium rate or non-geographic numbers;
 - c) conference calls, calls to numbers for onward routing or revenue sharing purposes,
 - d) calls and texts using satellite phones or to satellite phones, mobile traffic calls, machine to machine calls or calls to any other special numbers and any other call types or number ranges that would not otherwise be included in your usual tariff allowance.
- 2.5 The Acceptable Use Policy applies equally to the Customers' use of any Bolt-Ons. VMO2B reserves the right to remove the Bolt-Ons at any time, and if they are removed any further usage of the Services will be charged in accordance with the Agreement.
- 2.6 Where a Bolt-On is made unavailable by VMO2B, it shall be unavailable to the Customer for the remainder of a month, and the Customer will not receive a refund reflective of the unused remaining period in the month, or the unused allowances. No further Bolt-On Charges shall be levied.
- 2.7 VMO2B does not guarantee the ongoing availability of any Bolt-Ons.

2.8 VMO2B reserves the right to remove, vary or amend any of the Bolt-Ons without notice, including but not limited to the substitution of a suitable alternative. Any change will be effective from the date advised to the Customer or, if no date is advised, 30 days after notice of any change.

3 Available Bolt-Ons

3.1 The table below details the international Bolt-Ons available from VMO2B and the limited destinations that are eligible from the allowances.

Bolt-On Name	Allowance included with Bolt-On	Destination
UK to EU 500 Mins and Text	UK to EU 500 minutes and UK to EU 500 texts	From UK to International Zones 1 and 2
UK to EU 2000 Mins and Text	UK to EU 2000 minutes and UK to EU 2000 texts	From UK to International Zones 1 and 2
UK to EU, US & Asia 1000 Shared Mins	UK to EU, US & Asia 1000 Shared minutes across Customer nominated SIM Cards	From UK to International Zones 1, 2, 4 and 5
UK to EU, US & Asia 3000 Shared Mins	UK to EU, US & Asia 3000 Shared minutes across Customer nominated SIM Cards	From UK to International Zones 1, 2, 4 and 5
UK to EU, US & Asia 5000 Shared Mins	UK to EU, US & Asia 5000 Shared minutes across Customer nominated SIM Cards	From UK to International Zones 1, 2, 4 and 5
UK to Ireland 2000 Mins	UK to Ireland 2000 minutes	From UK to International Zone 1
UK to EU, US & Asia 100 Mins	UK to EU, US & Asia 100 minutes	From UK to International Zones 1, 2, 4 and 5
UK to EU, US & Asia 500 Mins	UK to EU, US & Asia 500 minutes	From UK to International Zones 1, 2, 4 and 5

3.2 International Zone destinations are available on the VMO2B Website.



Optional Add-On: Unified Recording Service Schedule

Version Number 3.0

UNIFIED RECORDING SERVICE SCHEDULE

1 DEFINITIONS AND INTERPRETATION

- 1.1 In this Service Schedule, in addition to those terms defined in the General Conditions and Mobile Service Schedule as applicable, the following terms and expressions shall have the following meanings unless the context requires otherwise:

Term / Expression	Meaning
"API"	means Application programming interface;
"Application"	means a computer program that is designed for a particular purpose;
"Audit"	has the meaning in paragraph 1.1 of Appendix 7;
"Bespoke Recording Announcement"	means the Optional Add On described in paragraphs 2.4 of Appendix 3 of this Service Schedule;
"Business Hours"	means 08:00 to 18:00 each Working Day;
"Business Light"	has the meaning in 2.5 paragraph of Appendix 1;
"Business Light with API"	has the meaning in paragraph 2.5 paragraph of Appendix 1;
"CDR"	means call detail record;
"Collaboration Recording Service" or "CR Service"	means the Service described in Appendix 2 and Appendix 3 and which records calls, messages and Meetings of Recorded Users as applicable;
"Customer Administrator"	means an individual (typically a Customer employee) who has been given access to administer the Unified Recording Portal on behalf of the Customer by the Customer;
"EBA"	means the European Banking Authority;
"Enterprise Recording"	has the meaning in paragraph 2.5 of Appendix 2;
"Enterprise Recording with Video"	has the meaning in paragraph 2.5 of Appendix 2;
"Export API"	means either: (i) the variant of the API for the MR Service described in paragraph 2.1 of Appendix 3 of this Service Schedule; or (ii) the API for the CR Service described in paragraph 3.1 of Appendix 3 of this Service Schedule;
"FCA"	means the Financial Conduct Authority;
"Financial Regulations"	means the Financial Services and Markets Act 2000 and Markets in Financial Services Directive 2004/39 EC and the Markets in Financial Instruments Directive (MiFID II) together with any statutory instruments made thereunder as may be subsequently modified, re-enacted, replaced or repealed;
"Incident"	means either: (i) a reported event which is not part of the standard operation of the UR Service or; (ii) any reported fault, failure or defect in the UR Service which causes disruption to or a reduction in the quality of such Service;
"LTE"	means long term evolution which is voice traffic on a 4G network;
"Maintenance Windows"	means planned maintenance periods notified by Service Desk to the Customer;
"Meeting(s)"	means any virtual meeting(s) held remotely on a Supported Source between a Recorded User and any other person(s);
"Metadata"	means data that provides information about other data;
"MiFID II Data"	means data that is required to be retained under the Markets in Financial Instruments Directive (2004/39/EC); and shall include an original record of all calls and or SMS made or received by a Recorded User on a Supported Network;
"Microsoft Key Vault"	means a cloud service provided by Azure that allows an organisation to securely store and manage cryptographic keys, data or certificates;

"Mobex"	means the O2 mobile extension service known as Mobex;
"Mobile Recording Service" or "MR Service"	means the Service described in Appendix 1 and Appendix 3 of this Service Schedule, and which records calls and/or SMS messages of Recorded Users as applicable;
"NICE"	means NICE Ltd;
"NICE NTR API"	means the variant of the API for the MR Service described in paragraph 2.1a of Appendix 3 of this Service Schedule;
"Optional Add On"	means one or more of the optional functionalities set out in Appendix 3 of this Service Schedule which do not form part of the Unified Recording Service unless selected by the Customer;
"Orphan User"	means a Recorded User whose use of the UR Services has been terminated but for whom Recorded Data is retained on the UR Platform;
"Recorded Data"	means the data recorded and stored on the UR Platform in accordance with the version of the UR Service that the Customer has chosen, as set out in the Commercial Schedule and which, where appropriate, shall be MiFID II Data;
"Recorded User"	means a User who has been provisioned on the Unified Recording Service and whose applicable usage can be recorded;
"Recording Personal"	has the meaning in paragraph 2.5 paragraph of Appendix 1;
"Responsible AI"	means operating AI with fairness, accountability, transparency, privacy, security, reliability and safety.
"RIPA"	means the Regulation of Investigatory Powers Act 2000;
"SBC"	means session border controller;
"Service Desk"	means the service desk provided by VMO2B which will liaise with the Customer's IT support service desk in connection with the provision of support as set out in this Service Schedule;
"Simple Mail Transfer Protocol" or "SMTP"	means the transfer protocol for the optional service for Customer permitting the Customers to receive SMS data from the UR Platform;
"SIP"	means session initiation protocol;
"SMS Only Recording"	has the meaning in paragraph 2.5 paragraph of Appendix 1;
"SMS to Email Transmission"	means the Optional Add On described in paragraph 2.2 of Appendix 3 of this Service Schedule;
"Standard Recording Beep Announcement"	means the Optional Add On described in paragraph 2.3 of Appendix 3 of this Service Schedule;
"Standard Recording for Mobile Recording Users"	has the meaning in paragraph 2.5 of Appendix 2;
"Standard Recording for non- Mobile Recording Users"	has the meaning in paragraph 2.5 of Appendix 2;
"Standard Recording with Video for Mobile Recording Users"	has the meaning in paragraph 2.5 of Appendix 2;
"Standard Recording with Video for non-Mobile Recording Users"	has the meaning in paragraph 2.5 of Appendix 2;
"Supported Network(s)"	means: (i) a mobile network compatible with Customised Applications for Mobile Enhanced Logic (CAMEL) when Recorded Users are roaming outside the UK; and (ii) the O2 mobile network accessed using a SIM Card provisioned by Telefonica UK Limited within the UK. A list of Supported Networks can be provided by VMO2B on request;
"Supported Source"	means either Microsoft Teams or such other applications as VMO2B may support from time to time;
"Trust Pack"	means the detailed overview document provided by VMO2B covering risk/security/compliance questions and outlining the policies, product architecture and processes observed and copies of ISO certificates relevant to the delivery of the Unified Recording Service;
"UR Portal User"	means an individual permitted by the Customer, and given access by a Customer Administrator, to access the UR Portal;
"Unified Recording Platform" or "UR Platform"	means the secure hosted environment used to store and access calls and, SMS messages, Meeting audio and video, and Metadata records as applicable;
"Unified Recording Portal" or "UR Portal"	means the software management portal and front-end graphical user interface (GUI) for accessing and auditing the captured Recorded Data;
"Unified Recording Service"	means the Mobile Recording Service and the Collaboration Recording Service either together or individually as the context requires and any Optional Add Ons purchased by the Customer;
"Video Overage"	has the meaning set out in the Commercial Schedule where the Customer purchases the Collaboration Recording Service;

"Video Storage"	means the Optional Add On described in paragraph 3.2 of Appendix 3 of this Service Schedule;
"Voice&SMS with API and Transcription"	has the meaning in paragraph 2.5 paragraph of Appendix 1;
"Voice & SMS"	has the meaning in paragraph 2.5 paragraph of Appendix 1; and
"Voice Only Recording"	has the meaning in paragraph 2.5 paragraph of Appendix 1.

2 SERVICE COMMENCEMENT DATE AND SERVICE STANDARDS

- 2.1 The Service Commencement Date for the Unified Recording Service shall be the date that each instance of the Service is first provided to the Customer.
- 2.2 The Customer acknowledges that:
 - a) provision of the Unified Recording Service is subject to the availability of a Supported Network in any particular location; and
 - b) Mobile Services do not form part of the Unified Recording Service.
- 2.3 The Customer will be liable for any Charges for the Unified Recording Service that are incurred as a result of the use of any Mobile Services. Such Charges shall be as set out in the Commercial Schedule.

3 CUSTOMER OBLIGATIONS

- 3.1 The Customer shall ensure it understands its legal obligations with respect to implementing the Unified Recording Service and that it is doing so lawfully. The Customer acknowledges that where it is not compliant with recording regulations VMO2B shall have no liability to the Customer for such non-compliance.
- 3.2 The Customer shall ensure it notifies all Recorded Users that their calls and/or SMS messages are being recorded. VMO2B shall have no liability (whether in contract, tort (including negligence), breach of statutory duty or otherwise howsoever arising) for any loss, damage, liability, cost or expense incurred by the Customer whether directly or indirectly arising from the Customer's failure to comply with this paragraph 3.2.
- 3.3 The Customer shall ensure that it:
 - a) has the necessary systems, capacities and facilities required to properly use the Unified Recording Service; and
 - b) meets the dependencies for the Unified Recording Service specified in this Service Schedule.
- 3.4 Any failure by the Customer to comply with paragraph 3.3 may mean the UR Service does not work as expected, or at all, and in either event VMO2B shall have no liability to the Customer. For the avoidance of doubt, VMO2B shall be entitled to charge the Customer for the UR Service in accordance with this Agreement notwithstanding any failure of the Customer to provision the UR Service correctly.
- 3.5 Where a Supported Network is not available the Customer acknowledges that the Mobile Recording Service will not be available to the Recorded User.
- 3.6 The Customer shall comply with the terms of Appendix 6 (Exit Options).
- 3.7 The Customer shall take all reasonable steps to ensure that Users (or anyone having access to the Unified Recording Service) will comply with VMO2B's reasonable instructions relating to the security and use of the Supported Network and comply with any applicable Acceptable Use Policy that VMO2B may issue from time to time.
- 3.8 In order to access and use the UR Portal the Customer will be required to choose one, or both, of the following security controls:
 - a) IP restrictions; and/or

b) Two-factor authentication (2FA).

- 3.9 Where the Customer chooses IP restrictions in accordance with paragraph 3.8a), the Customer must provide VMO2B with a list of Customer owned public facing IPv4 addresses or blocks (blocks must be IPv4 /19 or smaller) prior to the Service Commencement Date of the Unified Recording Service.

4 VMO2B OBLIGATIONS

- 4.1 VMO2B shall use reasonable endeavours to comply with the service levels set out in paragraph 2 of Appendix 5 to this Service Schedule.
- 4.2 VMO2B confirms, in relation to the operation and hosting of the Unified Recording Service, it has obtained ISO 27001 certification for its information security management and shall use reasonable endeavours to maintain such certification.

5 WARRANTY AND INDEMNITY

- 5.1 The Customer acknowledges and warrants that it is solely responsible for compliance with all Applicable Laws which apply to the use of the Unified Recording Service including the provisions of the Financial Regulations, any applicable regulations and binding industry standards issued by the EBA, RIPA and Data Protection Laws.
- 5.2 In the event that VMO2B is subject to a claim by a Third Party in respect of any alleged infringement of any Applicable Laws arising from the Customer's use of the Unified Recording Service, the Customer will fully indemnify VMO2B for the costs of such claims, including all legal costs and fees.
- 5.3 For the avoidance of doubt, VMO2B does not warrant that the Unified Recording Service will ensure compliance with the Financial Regulations and VMO2B will have no liability to the Customer for failure of the Unified Recording Service to ensure compliance with the Financial Regulations, or any other Applicable Laws

6 DOCUMENTATION

- 6.1 VMO2B will supply to the Customer, documentation relating to the Unified Recording Service. The Customer shall have the right to copy, reproduce and generally use this documentation for the purposes of using the Unified Recording Service but the Customer shall not be entitled to copy, reproduce or use the documentation for disclosure to any Third Party unless that Third Party is providing direct support to Customer in its receipt of the Unified Recording Service from VMO2B, in which case the Customer shall be responsible for procuring that the applicable Third Party only uses the documentation to the extent necessary to provide such support to the Customer and complies with confidentiality obligations no less onerous than those contained in this Agreement.
- 6.2 VMO2B will provide the Customer with a Trust Pack on request. VMO2B will advise the Customer of the Charges applicable where the Customer requires VMO2B's assistance completing Customer specific questionnaires or risk assessments not covered by the Trust Pack.

7 OPTIONAL ADD ONS

- 7.1 Appendix 3 sets out the Optional Add Ons of the Unified Recording Service which the Customer may purchase by the payment of additional Charges.

8 SERVICE LEVELS AND SUPPORT SERVICES

- 8.1 Unless otherwise agreed between the parties, the Service Desk will be available to the Customer during Business Hours.
- 8.2 Appendix 5 to this Service Schedule sets out the service levels and support services that will apply to the Unified Recording Service.

9 EBA AND FCA TERMS

- 9.1 Appendix 7 sets out additional terms that shall apply to the Unified Recording Service to some customers who are regulated by the EBA, FCA and/or other such regulators, and such regulators

require these additional terms to be in place. For the avoidance of doubt, such terms shall not apply to the Customer unless specified in the Commercial Schedule.

10 EXCLUSIONS

- 10.1 The following activities are outside the scope of the Unified Recording Service:
- a) the recording of messages other than SMS messages, including iMessage (the Apple messaging service), RCS (rich communications services, the Android messaging service), WhatsApp or MMS messages;
 - b) the recording of SMS messages with specific data encoding values (data coding schemes) as they are service messages (examples of these messages include, transient messages (such as missed call notifications), over the air update messages, iMessage activations, visual voicemail synchronisation messages);
 - c) any other services not described within this Service Schedule or referenced in the Commercial Schedule.
- 10.2 The Customer acknowledges that the type of content (audio and/or video) which can be recorded by the Unified Recording Service is dependent on the variant(s) of the Service chosen, as more fully described at:
- a) paragraph 2.5 of Appendix 1 for the Mobile Recording Service; and
 - b) paragraph 2.5 of Appendix 2 for the Collaboration Recording Service.
- 10.3 The parties acknowledge that the exclusions in paragraph 10.1c) are subject to change and that the Unified Recording Service may, in the future, be able to support the recording of calls made or received on one or more of the networks identified in that exclusion.
- 10.4 The MR Service shall not function if the Customer amends its underlying mobile tariff after the Service Commencement Date to include any of the exclusions in paragraph 10.1c) and in either event VMO2B shall have no liability to the Customer. For the avoidance of doubt, VMO2B shall be entitled to charge the Customer for the MR Service in accordance with this Agreement in such circumstances

APPENDIX 1 – MOBILE RECORDING SERVICE DESCRIPTION

1 MOBILE RECORDING SERVICE DEPENDENCIES

- 1.1 The provision of the Mobile Recording Service is dependent on the Customer purchasing a SIM Card from VMO2B under this Agreement and maintaining an active mobile connection for each Recorded User for the duration of the Mobile Recording Service.

2 MOBILE RECORDING SERVICE BASE SERVICE

- 2.1 The MR Service is a network based (device agnostic) Service that captures inbound and outbound calls and SMS messages and relays a copy of the calls and/or SMS messages in real-time to the UR Platform. This call and/or SMS data is stored on the UR Platform and can then be accessed via the UR Portal as described in paragraph 2.13 below.
- 2.2 The MR Service is specifically provided from the following data centres:

Data Centre Address	Data Centre Address
Microsoft Azure – UK South	Microsoft Azure – UK West

- 2.3 Recorded Data held in the data centres above includes encrypted recordings, database with CDRs, Metadata and usage logs. Keys for the recordings are held within Microsoft KeyVault.
- 2.4 Should VMO2B choose to replace or move data centre locations the Customer will be notified in writing, and any such change will be made on a like for like or an improved performance basis.
- 2.5 There are seven variants of the Mobile Recording Service available:
- 'Voice & SMS' captures both the inbound and outbound calls and SMS messages of the Recorded Users (**Voice & SMS**);
 - 'Voice Only Recording' captures the inbound and outbound calls of the Recorded Users (**Voice Only Recording**);
 - 'SMS Only Recording' captures the inbound and outbound SMS messages of the Recorded Users (**SMS Only Recording**);
 - 'CDR only' captures metadata only for both the inbound and outbound calls and SMS messages of the Recorded Users (**CDR Only**);
 - 'Business Light' captures both the inbound and outbound calls and SMS messages of the Recorded Users and provides a reduced set of UR Portal features and reduced availability of Optional Add Ons (as compared to the variants described at paragraphs 2.5a)– 2.5c) of this Appendix 1 above) (**Business Light**);
 - 'Business Light with API' captures the inbound and outbound calls and SMS messages of the Recorded Users and includes access to an API but a reduced set of UR Portal features and reduced availability of Optional Add Ons (as compared to the variants described at paragraphs 2.5a)– 2.5c) of this Appendix 1 above) (**Business Light with API**); and
 - 'Voice&SMS with API & Transcription' captures the inbound and outbound calls and SMS messages of the Recorded Users and includes access to an API and transcription features (**Voice&SMS with API and Transcription**).
- 2.6 The variant(s) of the Mobile Recording Service chosen by the Customer will be set out in the Commercial Schedule. The Customer may purchase and deploy more than one variant type of the MR Service at any one time.
- 2.7 Each variant of the MR Service includes a different selection of features as detailed in paragraph 3 'Mobile Recording Service Specification' below. Such features are further described in paragraph 4

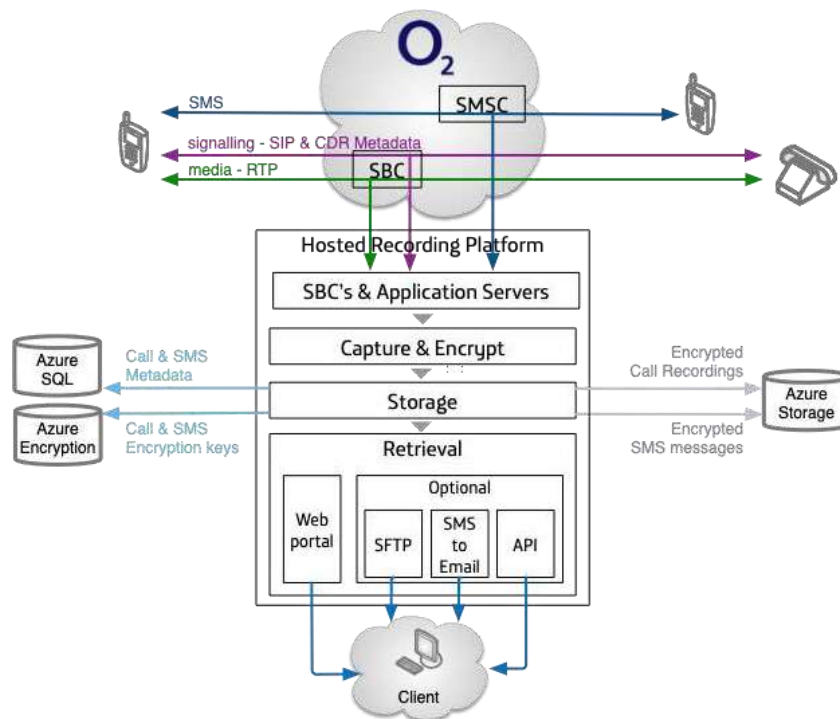
'Mobile Recording Service features description' below.

2.8 Where the Customer has purchased either:

- a) Voice Only Recording;
- b) Voice & SMS;
- c) CDR Only;
- d) Business Light;
- e) Business Light with API; or
- f) Voice&SMS with API and Transcription,

the MR Service redirects the inbound and outbound calls of a Recorded User via the UR Platform. At the point the call hits the UR Platform, the MR Service application servers and SBCs create a copy of the call which is then recorded to the UR Platform using real-time transport protocol (as shown in Figure 1 below).

FIGURE 1 DIAGRAM HIGHLIGHTING CUSTOMER SOLUTION



2.9 Where the Customer has purchased either:

- a) SMS Only Recording;
- b) Voice & SMS;
- c) CDR Only;
- d) Business Light;
- e) Business Light with API; or
- f) Voice&SMS with API and Transcription,

the MR Service sends a copy of the inbound and outbound SMS messages of a Recorded User to the UR Platform which creates a record of such SMS messages.

- 2.10 Subject to the limitations set out in this Service Schedule, VMO2B shall make an original record of all calls and or SMS messages made or received by a Recorded User on a Supported Network. The MR Service is network based and will not record any calls or SMS messages made or received by a Recorded User on any network which is not a Supported Network.
- 2.11 The MR Service establishes an IP connection between the SBCs and application servers within the Supported Network and the UR Platform. This allows for a tighter integration which facilitates enhanced call Metadata capturing and increased reliability of call recordings.
- 2.12 For resilience in the UR Platform, VMO2B configures multiple SIP endpoints with different IP addresses providing fully redundant network connectivity to the UR Platform. The endpoints have a failover mechanism that will connect to a secondary endpoint if the primary endpoint is unreachable or returns an error.
- 2.13 Calls and SMS messages recorded on the UR Platform are accessed via the UR Portal. UR Portal Users are able to search for and play back call recordings and view SMS messages in accordance with the level of access granted to them by the Customer Administrator.
- 2.14 VMO2B shall advise the Customer if a tariff change is required to support the Customer's use of the MR Service. This may include where a Customer purchases and/or cancels one or more instances of the MR Service after the Service Commencement Date. Such tariff change shall be applied in Business Hours unless agreed otherwise by VMO2B. Any tariff change outside Business Hours shall be subject to additional Charges which VMO2B shall agree with the Customer in writing prior to applying the tariff change.

3 MOBILE RECORDING SERVICE SPECIFICATION

The table below sets out the selection of features applicable to each variant of the MR Service:

Service Features	Voice & SMS	SMS Only Recording	Voice Only Recording	CDR Only	Business Lite	Business Lite & API	Voice & SMS with API, Transcription & AI Tags
Capture Mobile Voice Calls	✓		✓	.	✓	✓	✓
Capture Mobile SMS	✓	✓		.	✓	✓	✓
Capture Voice Metadata	✓	.	✓	✓	✓	✓	✓
Capture SMS Metadata	✓	✓		✓	■	✓	✓
*1 Private Calls	✓		✓				✓
API for the MR Service						✓ (See paragraph 2.1 of Appendix 3)	✓ (See paragraph 2.1 of Appendix 3)
Voice Call Transcriptions Standard			✓		✓	✓	
Voice Call Transcriptions Advanced	✓				.	.	✓
AI Tags		Requires Standard or Enhanced Transcriptions to be enabled					.
Call categorisation / intent	✓	✓	✓	.	✓	✓	✓
Call summarisation	✓		✓		.	.	✓
Advanced AI Tags (eg, PCI, FCA, Redaction)					.	.	✓
Self Service AI Tag builder (eg, calls relating to product "x")					.	.	✓
Portal Features							
Advanced Access Management	✓	✓	✓				✓
Playlists	✓	✓	✓				✓
Dashboards	✓	✓	✓	✓	✓	✓	✓
Data Extracts	✓	✓	✓	✓			✓
Audit Screen	✓	✓	✓	.	✓.	✓	✓

Private Groups

✓

✓

✓

✓

Comments	✓	✓	✓	.	✓	✓	✓
Tags	✓	✓	✓	.	✓	✓	✓
Conversation View	✓	✓	✓	.	✓	✓	✓
Third party contacts	✓	✓	✓	✓	✓	✓	✓
Forced Comments	✓	✓	✓	.	✓	✓	✓
	.	.	.	.	.	.	.
Data Management Features	.	.	.	.	.	.	.
Retention Period	Up to unlimited	Up to unlimited	Up to unlimited	Up to unlimited	90 days	90 days	Up to unlimited
Group Retention Periods	✓	✓	✓	.	.	.	✓
Metadata Retention	✓	✓	✓	.	.	.	✓
Account level Legal Hold	✓	✓	✓	.	.	.	✓
Do Not Delete Recording option	✓	✓	✓	.	.	.	✓
Set Retention date on single call or SMS recording (earlier only)	✓	✓	✓	✓	✓	✓	✓
Optional Add Ons availability (see Appendix 3)	.	.	.	.	.	.	.
API for the MR Service	✓	✓	✓	✓	.	(Included with this variant - see paragraph 2.1 of Appendix 3)	(Included with this variant - see paragraph 2.1 of Appendix 3)
Standard Recording Beep Announcement	✓	✓	✓	.	.	.	✓
Bespoke Recording Announcement	✓	✓	✓	.	.	.	✓
SMS to Email	Transmission						

✓

✓

✓

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✓

4 MOBILE RECORDING SERVICE FEATURES DESCRIPTION

The features of Mobile Recording Service are further described in the table below.

Service Features	Features
Capture Mobile Voice Calls	Record inbound, outbound, call forwarded (diverted), 3 way conference and voicemail calls.
Capture Mobile SMS	Capture inbound and outbound SMS messages.
Capture Voice Metadata	The associated data of a voice recording such as the time, date, originating number and terminating number.
Capture SMS Metadata	The associated data of a SMS recording such as the time, date, originating number and terminating number.
*1 Private Calls	When enabled ^{*Note 1} , allows Recorded Users to dial “*1” during a call to have that specific call marked as private ^{*Note 2} . Where a call has been marked as private, UR Portal Users will not be able to access the recording via the UR Portal unless access to such recording is granted by the Customer Administrator. Customer Administrators can achieve this using the override feature within the playlists on the UR Portal. Customer Administrators can always access recordings marked as private.
Voice Call Transcriptions – Standard	Provides an automatic transcription of recordings into text which is displayed in the UR Portal.
Voice Call Transcriptions – Enhanced	Provides higher-accuracy transcriptions for complex, specialized content, ensuring clarity in technical, legal, medical, or executive discussions, even with diverse accents or poor audio where precision and compliance are critical for informed business decisions.
AI Tags)	Also known as Intel Streams, provides the ability for recording transcriptions to be analysed and tagged using a default library (eg call summarisation, complaint identification, FCA or PCI compliance) or for a purpose defined by a Customer Administrator (super User).
Call categorisation / intent	Uses advanced analytics to classify conversations by analysing context, themes, and keywords, assigning them to categories like inquiries, complaints, sales, technical issues, or compliance.
Call summarisation	Call summaries use advanced language processing to analyse transcripts, extracting key points, topics, and outcomes to create concise, human-readable summaries of detailed conversations.
- Advanced AI Tags (eg, PCI, FCA, Redaction)	also known as Intel Streams, use sophisticated AI to analyze transcripts, automatically redacting sensitive data, extracting key contextual details, and integrating past interactions for deeper insights. They can also align tagging with external data sources, ensuring compliance, enhancing workflows, and supporting accurate, context-aware understanding of customer conversations and organizational standards.
- Self Service AI Tag builder (eg, calls relating to product “x”)	Enables a super User to create, customize, and deploy AI-driven tags (also known as Intel Streams) tailored to their unique operational, compliance, and communication needs—without requiring coding or technical expertise. This intuitive, user-friendly tool enables teams to define tagging rules, logic, and parameters that align with specific business contexts and industry standards.
Portal Features	
Advanced Access Management	Allows complex access controls via the creation of “Teams”, “Sites” and “Departments” for Recorded Users and UR Portal Users to belong to.
Playlists	Offers the ability to create playlists of recordings to enable sharing and review with other UR Portal Users.
Dashboards	Summary information showing real-time stats on recording related usage for the Customer's account.
Data Extracts	Provides the ability to download predefined reports from the UR Portal.
Audit Screen	A screen showing detailed information about the audited events that have been created for the Customer's account.
Private Groups	Allows the Customer Administrator to automatically designate the calls and SMS (where applicable) of a Third Party number as private ^{*Note 3} in the UR Portal.
Comments	Provides the ability to add comments to recordings.

Tags	Provides the ability to add “Tags” to recordings to enable advanced search filtering and association.
Conversation View	Provides a conversation view between a recorded user and Third Party for calls and SMS (where applicable).
Third party contacts	Provides the ability to associate contact information with the phone numbers of a Third Party.
Forced Comments	When enabled ^{Note 1} this feature forces Portal Users wishing to access Recorded Data via the UR Portal to enter a reason for doing so. This data is reportable and will be captured by the UR Portal and will appear against the audit logs
Data Management Features	
Retention Period	For all variants of the Unified Recording Service, by default VMO2B stores Recorded Data for the duration of the Unified Recording Service. A Customer can set the Retention Period to dates beyond the duration of the Unified Recording Service. Similarly Customer can also choose to set a Retention Period shorter than the duration of the Unified Recording Service at an account level or using Group Retention periods. Storage of the Recorded Data beyond the cessation of the Unified Recording Service is subject to additional Charges as set out in Appendix 6.
Group Retention Periods	Provides the ability to create custom Retention Periods for different groups of UR Portal Users.
Metadata Retention	This feature retains the Metadata recording in the UR Portal after the recording (call audio) or SMS (content) have been deleted.
Account level Legal Hold	Allows the Customer to submit a support ticket to request all Recorded Data in their account be placed on legal hold (preventing deletion by the normal retention policy on their account).
Do Not Delete Recording option	Allows the Customer to apply legal hold at a single call or SMS recording level (as applicable).
Set Retention date on single call or SMS recording (earlier only)	Allows the Customer to expire a call or SMS recording earlier than the default retention policy would.
Note 1	<i>This feature is only configured upon Customer request by selecting the option on the Order Form.</i>
Note 2	<i>Where a call is marked as private by a Recorded User by dialling “*1” during the call, the UR Service will play 3 short tones to the Recorded User to confirm the call is being marked as private. The entire call will be marked as private regardless of when the call is marked as private.</i>
Note 3	<i>Where a call has been marked as private, Portal Users will not be able to access the recording via the UR Portal unless access to such recording is granted by the Customer Administrator. Customer Administrators can achieve this using the override feature within the playlists on the UR Portal. Customer Administrators can always access recordings marked as private.</i>

APPENDIX 2 – COLLABORATION RECORDING SERVICE DESCRIPTION

1 COLLABORATION RECORDING SERVICE DEPENDENCIES

- 1.1 The provision of the CR Service is subject to the dependencies set out at Appendix 4 of this Schedule.

2 COLLABORATION RECORDING SERVICE BASE SERVICE

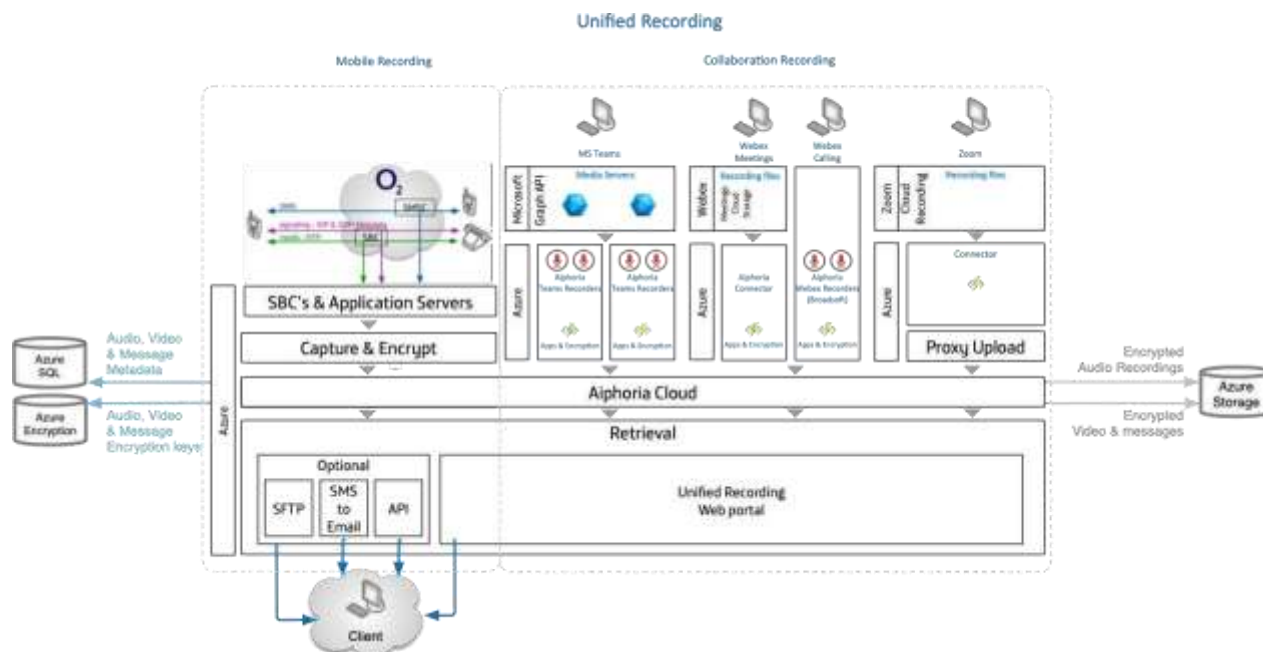
- 2.1 The Collaboration Recording Service is a cloud based Service that is capable of capturing and storing inbound and outbound calls (audio) and Meetings (audio and/or video) in real-time. The recordings are stored on the UR Platform and can then be accessed via the UR Portal as described in paragraph 2.11 below.
- 2.2 The CR Service is specifically provided from the following data centres:

Data Centre Address	Data Centre Address
Microsoft Azure – UK South	Microsoft Azure – UK West

- 2.3 The Recorded Data is held in the data centres above, encrypted recordings the database with CDRs, Metadata and the keys for the recordings are held in Azure UK South and Azure UK West locations
- 2.4 Should VMO2B choose to replace or move data centre locations the Customer will be notified in writing, and any such change will be made on a like for like or an improved performance basis.
- 2.5 There are six variants of the base CR Service available:
- 'Standard Recording for Mobile Recording Users' records audio only from a single Supported Source. The Customer can only purchase this variant for Users of the MR Service ("**Standard Recording for Mobile Recording Users**");
 - 'Standard Recording for non-Mobile Recording Users' records audio only from a single Supported Source ("**Standard Recording for non-Mobile Recording Users**");
 - 'Standard Recording with Video for Mobile Recording Users' records audio and video from a single Supported Source. The Customer can only purchase this variant for Users of the MR Service ("**Standard Recording with Video for Mobile Recording Users**");
 - 'Standard Recording with Video for non-Mobile Recording Users' records audio and video from a single Supported Source. ("**Standard Recording with Video for non-Mobile Recording Users**");
 - 'Enterprise Recording' records audio only from a single Supported Source. This variant includes API access, transcription and AI Tags ("**Enterprise Recording**"); and
 - 'Enterprise Recording with Video' records audio and video from a single Supported Source. This variant includes API access, transcription and AI Tags ("**Enterprise Recording with Video**").

- 2.6 The variant(s) of the CR Service chosen by the Customer will be set out in the Commercial Schedule. The Customer may purchase and deploy more than one variant type of the CR Service at any one time. If the Customer requires recording for multiple Supported Sources, for each Supported Source used by a Recorded User, the Customer must purchase the required variant.
- 2.7 Each variant of the CR Service includes a different selection of features as detailed in paragraph 3 'Collaboration Recording Service Specification' below. Such features are further described in paragraph 4 'Collaboration Recording Service features description' below.
- 2.8 Each variant that contains "with Video" in the description, provides unlimited storage allowance for audio recordings and provides a monthly storage of 100Gb per Recorded User for video recording storage. Additional video storage capacity can be purchased by the Customer as an Optional Add On. Where the Customer exceeds its allowance for video, the Customer will still continue to be able to store video but shall be charged for Video Overage. During the Minimum Period, any unused monthly storage allowance for each Recorded User shall roll over to the next month and shall be available to all Recorded Users on a pooled basis. This shall include any additional storage allowance purchased by the Customer as an Optional Add On and/or by payment of the Video Overage.
- 2.9 Where the Customer has purchased a variant that captures audio, the Customer will be granted with a right to use the CR Service to capture such content for the Customer to allocate against the applicable User for a Supported Source. Recordings are captured as outlined in Appendix 4 and then made available via the UR Portal. Audio can be captured in a number of ways and varies depending on the Supported Source from which the audio is captured- this is shown at a high level (in Figure 2 below) and in further detail in Appendix 4.

FIGURE 2 DIAGRAM HIGHLIGHTING CUSTOMER SOLUTION



- 2.10 Where the Customer has purchased a variant that captures video, the Customer will be granted with a right to use the CR Service to capture such content for the Customer to allocate against the applicable User for a Supported Source. Video recordings are captured as outlined in Appendix 4 and then made available for download via the UR Portal.
- 2.11 The audio and video which forms the Recorded Data is accessed via the UR Portal. UR Portal Users are able to search for and play back audio recordings and download video recordings in accordance with the level of access granted to them by the Customer Administrator.

3 COLLABORATION RECORDING SERVICE SPECIFICATION

- 3.1 The table below sets out the selection of features applicable to each variant of the CR Service

Service Features	Standard Recording for Mobile Recording Users	Standard Recording for Non-Mobile Recording Users	Standard Recording with Video for Mobile Recording Users	Standard Recording with Video for non-Mobile Recording Users	Enterprise Recording	Enterprise Recording with Video
Capture Audio	✓	✓	✓	✓	✓	✓
Capture Video			✓	✓		✓
API for the CR Service					✓	✓
Recording Transcriptions Standard	✓	✓	✓	✓		
Recording Transcriptions Advanced					✓	✓
AI Tags (also known as Intel Streams)	Requires Standard or Enhanced Transcriptions to be enabled					
Call categorisation / intent	✓	✓	✓	✓	✓	✓
Call summarisation					✓	✓
Advanced AI Tags (eg, PCI, FCA, Redaction)					✓	✓
Self Service AI Tag builder (eg, calls relating to product "x")					✓	✓

Portal
Features

Advanced Access Manageme	✓	✓	✓	✓	✓	✓
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nt

Playlists	✓	✓	✓	✓	✓	✓
Dashboards	✓	✓	✓	✓	✓	✓
Data Extracts	✓	✓	✓	✓	✓	✓
Audit Screen	✓	✓	✓	✓	✓	✓
Comments	✓	✓	✓	✓	✓	✓
Tags	✓	✓	✓	✓	✓	✓
Third party contacts	✓	✓	✓	✓	✓	✓
Forced Comments	✓	✓	✓	✓	✓	✓

Data Management Features

Retention Period	Up to unlimited	Up to unlimited	Up to unlimited	Up to unlimited	Up to unlimited	Up to unlimited
Group Retention Periods	✓	✓	✓	✓	✓	✓
Metadata Retention	✓	✓	✓	✓	✓	✓
Account level Legal Hold	✓	✓	✓	✓	✓	✓
Do Not Delete Recording option	✓	✓	✓	✓	✓	✓
Set Retention date on single recording (earlier only)	✓	✓	✓	✓	✓	✓
Optional Add Ons availability (see Appendix 3)	.	.	.	.	.	.

Optional Add
Ons availability
(see Appendix 3)

API for the CR Service

✓ ✓ ✓ ✓

(Included with this variant - see paragraph 2.1 of Appendix 3)

(
! ncluded with this variant - A pendix 3)
! see paragraph 2.1 of p

Video Storage	.	.	✓	✓	.	✓
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4 COLLABORATION RECORDING SERVICE FEATURES DESCRIPTION

The features of the CR Service are further described in the table below.

Service Features	Features
Capture Audio	Record the audio associated with Meetings or calls made or received using a Supported Source.
Capture Video	Record a video (including audio) associated with Meetings or calls made or received using a Supported Source.
API for the CR Service	See paragraph 3.1 of Appendix 3 of this Service Schedule.
Recording Transcriptions – Standard	Provides an automatic transcription of recordings into text which is displayed in the UR Portal.
Recording Transcriptions – Enhanced	Provides higher-accuracy transcriptions for complex, specialized content, ensuring clarity in technical, legal, medical, or executive discussions—even with diverse accents or poor audio—where precision and compliance are critical for informed business decisions.
AI Tags	also known as Intel Streams, Provides the ability for recording transcriptions to be analysed and tagged using a default library (eg call summarisation, complaint identification, FCA or PCI compliance) or for a purpose defined by a Customer Administrator (super User).
Call categorisation / intent	Uses advanced analytics to classify conversations by analysing context, themes, and keywords, assigning them to categories like inquiries, complaints, sales, technical issues, or compliance.
Call summarisation	Call summaries use advanced language processing to analyse transcripts, extracting key points, topics, and outcomes to create concise, human-readable summaries of detailed conversations.
Advanced AI Tags (eg, PCI, FCA, Redaction)	also known as Intel Streams, use sophisticated AI to analyze transcripts, automatically redacting sensitive data, extracting key contextual details, and integrating past interactions for deeper insights. They can also align tagging with external data sources, ensuring compliance, enhancing workflows, and supporting accurate, context-aware understanding of customer conversations and organizational standards.
Self Service AI Tag builder (eg, calls relating to product “x”)	Enables a User to create, customize, and deploy AI-driven tags (also known as Intel Streams) tailored to their unique operational, compliance, and communication needs—without requiring coding or technical expertise. This intuitive, user-friendly tool enables teams to define tagging rules, logic, and parameters that align with specific business contexts and industry standards.
Portal Features	
Advanced Access Management	Allows complex access controls via the creation of “Teams”, “Sites” and “Departments” for Recorded Users and UR Portal Users to belong to.
Playlists	Offers the ability to create playlists of recordings to enable sharing and review with other UR Portal Users.
Dashboards	Summary information showing real-time statistics on recording related usage for the Customer's account.
Data Extracts	Provides the ability to download predefined reports from the UR Portal.
Audit Screen	A screen showing detailed information about the audited events that have been created for the Customer's account.
Private Groups	Allows the Customer Administrator to automatically designate the recordings to or from a Third Party number as private ^{*Note 2} in the UR Portal.
Comments	Provides the ability to add comments to recordings.
Tags	Provides the ability to add “Tags” in comments to recordings to enable advanced search filtering and association.
Conversation View	Provides a conversation view between a Recorded User and Third Party for calls and SMS (where applicable).
Third party contacts	Provides the ability to associate contact information with the phone numbers of a

	Third Party.
Forced Comments	When enabled* ^{Note 1} this feature forces UR Portal Users wishing to access Recorded Data via the UR Portal to enter a reason for doing so. This data is reportable and will be captured by the UR Portal and will appear against the audit logs.
Data Management Features	
Retention Period	For all variants of the Unified Recording Service, by default VMO2B stores Recorded Data for the duration of the Unified Recording Service. A Customer can set the Retention Period to dates beyond the duration of the Unified Recording Service. Similarly, Customer can also choose to set a Retention Period shorter than the duration of the Unified Recording Service at an account level or using Group Retention periods. Storage of the Recorded Data beyond the cessation of the Unified Recording Service is subject to additional Charges as set out in Appendix 6.
Group Retention Periods	Provides the ability to create custom Retention Periods for different groups of UR Portal Users.
Metadata Retention	This feature retains the Metadata for the recording in the UR Portal after the recording (audio and/or video) have been deleted.
Account level Legal Hold	Allows the Customer to submit a support ticket to request all Recorded Data in their account be placed on legal hold (preventing deletion by the normal retention policy on their account).
Do Not Delete Recording option	Allows the Customer to apply legal hold at a single recording level (as applicable).
Set Retention date on single recording (earlier only)	Allows the Customer to expire a recording earlier than the default retention policy would.
Note 1	This feature is only configured upon Customer request by selecting the option on the order form.
Note 2	Where a recording has been marked as private, UR Portal Users will not be able to access the recording via the UR Portal unless access to such recording is granted by the Customer Administrator. Customer Administrators can achieve this using the override feature within the playlists on the UR Portal. Customer Administrators can always access recordings marked as private.

APPENDIX 3 – UNIFIED RECORDING SERVICE OPTIONAL ADD ONS

1 OPTIONAL ADD ONS

- 1.1 This Appendix 3 sets out the Optional Add Ons which the Customer may purchase.
- 1.2 The Charges for Optional Add Ons shall be set out in the Commercial Schedule.
- 1.3 The Optional Add Ons are only available to the Customer:
 - a) where the Customer has active SIM Cards provisioned with the UR Service under this Agreement; and
 - b) subject to the conditions set out in this Appendix 3.
- 1.4 Paragraph 2 of this Appendix 3 sets out the Optional Add Ons which are available for the MR Service.
- 1.5 Paragraph 3 of this Appendix 3 sets out the Optional Add Ons which are available for the CR Service.

2 MOBILE RECORDING SERVICE

- 2.1 API for the MR Service
 - a) There are two variants of the API available to the Customer for this Optional Add On:

Export API

- i) This variant of the Optional Add On facilitates the export of Recorded Data using an Export API.
- ii) In order to receive Export API, the Customer shall provide to VMO2B a list of trusted IP address(es) from which the Export API can be accessed.
- iii) VMO2B will enable the API access on the Customer's MR Service account and provide:
 - 1) the base URL to access the API;
 - 2) an account ID;
 - 3) a solution instance ID; and
 - 4) a username and password or JWT bearer token.
- iv) The API Export provides the ability to download Recorded Data in the following formats:
 - 1) calls in MP3 or WAV format;
 - 2) SMS in TXT format; and
 - 3) Metadata in JSON format.
- v) VMO2B will provide Export API documentation and code samples. VMO2B reserves the right to limit and control Export API resource utilisation. For example, the number of concurrent downloads is limited to 6 per Customer.

NICE NTR API

- i) This variant of the Optional Add On will allow the NICE NTR API to retrieve calls from the UR Platform and includes the following:
 - 1) Connectivity will be HTTP with AUTH2 Authentication (the Customer's NICE NTR recorder is the client and VMO2B is the service-side).
 - 2) HTTP communication will be secure.
 - 3) The service supports a single (1N) NTR configuration.

- ii) NICE NTR API will present the following Metadata within fixed JSON fields in the HTTP Body:
 - 1) StartTime (notation "2017-06-21T12:12:23z"), UtcStartTime (Datetime)
 - 2) EndTime, (notation "2017-06-21T12:12:23z"), UtcEndTime (Datetime)
 - 3) Direction. (string "Inbound" or "Outbound")
 - 4) Duration, (notation "00:00:09", CVSSEC (Seconds), (If not available or mapped calculate duration based on Start and End time.
 - 5) UserTimeZoneOffset "UTC-02:00" Use field to calculate local time stamp based in UTC timestamps. If not available or mapped calculate local time based on Satellite Timezone.
 - 6) Audio Recording reference
 - 7) "AudioFile": { "FileName": "Recording.wav",
 - 8) "Md5Checksum": "bf695d72e2051dc660dab8a91f551559" }
 - 9) CallID, (string)
 - 10) UserExtension. (string)
 - 11) CallingParty (string)
 - 12) CalledParty (string)
- b) The service provided by VMO2B in connection with the NICE NTR API is limited to facilitating the NICE NTR API to retrieve calls from the UR Platform. The Customer may need additional licences (which may be subject to additional charges payable to NICE) to fully utilise the NICE NTR API. The Customer should contact NICE directly for further details regarding this variant of the Optional Add On, including in respect of its specification and the scope of additional charges.
- c) Business Light with API and Voice&SMS with API and Transcription includes access to both variants of this Optional Add On without the Customer having to purchase this Optional Add On separately.

2.2 SMS to Email Transmission

- a) This Optional Add On facilitates the automatic forwarding of SMS Recorded Data to a mailbox address notified to VMO2B by the Customer.
- b) Where SMS to Email Transmission is provisioned the UR Platform will forward via email all SMS within the Recorded Data in near real-time to the Customer. SMS to Email Transmission uses SMTP protocol, is encrypted using Transport Layer Security (TLS) and is transmitted over the internet.
- c) In order to receive SMS to Email Transmission the Customer must add the UR Platform IP address to its permitted sender list on the Customer's e-mail security gateways and provide to VMO2B:
 - i) a single email address for the delivery point for all forwarded messages;
 - ii) a dead letter email address; and
 - iii) a bounced messages email address.
- d) VMO2B shall manually add the delivery point email address to the Customer's MR Service account. Such delivery point email address must be within the Customer's domain.
- e) The email copies of the SMS shall be sent to the email address provided by the Customer using a standard email template which can be provided to the Customer upon request.

- f) The Customer must ensure that its firewalls, any email security, mail transfer agent or security solutions are appropriately configured so they are able to accept email from the UR Platform and/or IP addresses provided by VMO2B. VMO2B shall notify the Customer of the appropriate configurations prior to the Service Commencement Date of the MR Service.

2.3 Standard Recording Beep Announcement

- a) This Optional Add On allows the implementation or removal of standard announcement options and tones.
- b) The Customer can choose from one of the following options:
 - i) announcement option 1 – once the call is answered both parties to the call will hear the announcement: “This call is being recorded”;
 - ii) announcement option 2 – once the call is answered both parties to the call will hear the announcement: “Recording”; or
 - iii) announcement option 3 – once the call is answered both parties to the call will hear a “beep tone” to indicate recording is active.
- c) The selected option will be active for all Recorded Users.
- d) Changes to this Optional Add On can only be completed during an out of hours service window agreed with the Customer and shall be subject to additional Charges.
- e) This Optional Add On cannot be applied to the MR Service where the Customer has purchased the Bespoke Recording Announcement Optional Add On.

2.4 Bespoke Recording Announcement

- a) This Optional Add On allows the implementation or removal of a bespoke announcement option.
- b) The Customer can request a customised script to be played for the announcement subject to approval of the script / content by VMO2B.
- c) When this Optional Add On is implemented once the call is answered both parties to the call will hear the announcement.
- d) This Optional Add On carries an extended lead time which will be advised to the Customer by VMO2B on request.
- e) The selected announcement option will be active for all Recorded Users.
- f) Changes to this Optional Add On can only be completed during an out of hours service window agreed with the Customer and shall be subject to additional Charges.
- g) This Optional Add On cannot be applied to the MR Service where the Customer has taken the Standard Recording Beep Announcement Optional Add On.

3 COLLABORATION RECORDING SERVICE

3.1 API for the CR Service

- a) This Optional Add On facilitates the export of Recorded Data using an Export API.
- b) In order to receive the Export API, the Customer shall provide to VMO2B a list of trusted IP address(es) from which the Export API can be accessed.
- c) VMO2B will enable the API access on the Customer's CR Service account and provide:
 - i) the base URL to access the API;
 - ii) an account ID;
 - iii) a solution instance ID; and
 - iv) a username and password or JWT bearer token.

- d) The API Export provides the ability to download Recorded Data in the following formats:
 - v) Audio (calls / Meetings) in MP3 format;
 - vi) Video (calls / Meetings) in MP4 format; and
 - vii) Metadata in JSON format.
- e) VMO2B will provide Export API documentation and code samples. VMO2B reserves the right to limit and control Export API resource utilisation. For example, the number of concurrent downloads is limited to 6 per Customer.
- f) Enterprise Recording and Enterprise Recording with Video includes access to this Optional Add On without the Customer having to purchase this Optional Add On separately.

3.2 Video Storage

- a) This Optional Add On provides additional video storage capacity as an ongoing monthly subscription in 1TB increments, subject to the payment of additional Charges.

APPENDIX 4 – COLLABORATION RECORDING SERVICE SUPPORTED SOURCES AND DEPENDENCIES

1 DEPENDENCIES

- 1.1 The provision of the CR Service is dependent on the Customer:
- a) purchasing the correct variant and quantity of the base CR Service for the content (audio and/or video) and Supported Source which the Customer intends to record (as set out at paragraph 2 of this Appendix 4);
 - b) prior to the Service Commencement Date, purchasing any Third Party licences required for a Supported Source and maintaining the same throughout the duration of the CR Service (as described further at 'Application licence requirements' in the tables below); and
 - c) complying with any instructions VMO2B provides pursuant to paragraph 3 of this Appendix 4.

2 CORRECT VARIANT OF THE BASE CR SERVICE

- 2.1 Where the Customer intends to use the CR Service to record only audio, the Customer must purchase one of the following variants of the base CR Service for each Recorded User and Supported Source:
- a) 1 instance of Standard Recording for Mobile Recording Users or Standard Recording for Non-Mobile Recording Users (as applicable); or
 - b) 1 instance of Enterprise Recording.
- 2.2 Where the Customer intends to use the CR Service to record video (including audio), the Customer must purchase one of the following variants of the base CR Service for each Recorded User and Supported Source:
- a) 1 instance of Standard Recording with Video for Mobile Recording Users or Standard Recording with Video for Non-Mobile Recording Users (as applicable); or
 - b) 1 instance of Enterprise Recording with Video.
- 2.3 Please see paragraph 2.6 of Appendix 2 for an example of the number of variants of the base CR Service that a Customer requires where it intends to record content across more than one Supported Source.

3 SUPPORTED SOURCE

- 3.1 This paragraph and the tables below set out further information about the dependencies for each Supported Source and a high-level explanation of the integration methods used for the CR Service.
- 3.2 Following the Commencement Date, VMO2B will contact the Customer with instructions to assist the Customer to provision the CR Service. Examples of the actions the Customer may be instructed to take for each Supported Source are listed at 'Customer actions relating to provisioning' in the tables below. This information is included for illustrative purposes only, and the actual steps which VMO2B may advise the Customer may differ.
- 3.3 VMO2B shall not be liable for (whether in contract, tort (including negligence), breach of statutory duty or otherwise howsoever arising) and shall have no obligations in respect of, the availability, functionality or content of any Supported Source.

APPENDIX 5 – SUPPORT SERVICES AND SERVICE LEVELS

1 SUPPORT SERVICES

- 1.1 The Service Desk can be used by the Customer's IT service desk to report Incidents to VMO2B. The Service Desk shall only accept calls relating to Incidents which are received from the Customer Administrator.
- 1.2 The Service Desk will use reasonable endeavours to resolve Incidents relating to the UR Service.
- 1.3 The Customer Administrator can report an Incident using the below details:
 - a) Email - support@unified.recording.virginmediao2.co.uk; or
 - b) Call - 0204 620 4353.
- 1.4 Once the Customer Administrator has reported an Incident to the Service Desk a support ticket will be raised.

2 SERVICE AVAILABILITY AND SERVICE LEVEL TARGETS

- 2.1 The service availability target for the UR Service is 99.99%.
- 2.2 Service availability is calculated on a monthly basis as the availability of the UR Platform as follows:

$$\frac{\text{Total minutes in the month} - \text{Total minutes of Unplanned Downtime}}{\text{Total minutes in the month}} \times 100 = \text{availability percentage}$$

where "Unplanned Downtime" is any period of time where the UR Platform is not operating excluding any Maintenance Windows.

- 2.3 The Customer acknowledges that only data produced by or on behalf of VMO2B will be used for assessing VMO2B's performance against service availability.

3 SERVICE AVAILABILITY AND SERVICE LEVEL TARGETS

- 3.1 VMO2B shall not be responsible for any failure to achieve the above service availability target set out at paragraph 2 of this Appendix 5 if the failure was caused directly or indirectly, in whole or part, by any of the following:
 - a) the Customer's improper use of the UR Service;
 - b) any unforeseen application of Applicable Laws or customs dispositions;
 - c) any cause out of the reasonable control of VMO2B;
 - d) any cause due to a UR Portal User, a Recorded User or the Customer Administrator's action or omission other than as required to comply with the Agreement; and/or
 - e) incorrect configuration of, or incompatible, Mobile Equipment.

APPENDIX 6 – UNIFIED RECORDING SERVICE EXIT OPTIONS

1 UR SERVICE EXIT OPTIONS

- 1.1 The Customer shall, within 30 days of: (i) a termination notice being served for the UR Service (whether by the Customer or VMO2B); or (ii) all SIM Cards having been disconnected from the UR Service, in writing either:
 - a) instruct VMO2B to carry out one of the following:
 - i) delete all of the Recorded Data on the UR Platform (in which case paragraph 2 of this Appendix 6 shall apply);
 - ii) provide an advanced data export of all Recorded Data direct to an Amazon S3 Bucket (in which case paragraph 3 of this Appendix 6 shall apply); or
 - iii) comply with the Orphan User requirements set out in paragraph 4 of this Appendix 6, or
 - b) inform VMO2B that it will, no later than 60 days following the notification given in paragraph 1.1, use the API to export the Recorded Data (subject to the Customer having purchased API as an Optional Add On during the Term of the Agreement).
- 1.2 Where the Customer does not notify VMO2B in writing which of the exit options it wishes to utilise in accordance with paragraph 1.1, VMO2B shall store the Recorded Data in accordance with the provisions of paragraph 4 of this Appendix 6 and the Customer shall pay the applicable Charges specified therein.

2 DELETION OF RECORDED DATA

- 2.1 Where the Customer notifies VMO2B that it requires VMO2B to delete the Recorded Data in accordance with paragraph 1.1a)i) above, VMO2B shall delete such Recorded Data within 60 days of the Customer's request subject to the Customer notification being: (i) in writing; and (ii) authorised by two duly appointed officers of the Customer. Upon deletion of the Recorded Data by VMO2B, the Agreement shall terminate in respect of the UR Service.

3 RECORDED DATA EXPORT TO AMAZON S3 BUCKET

- 3.1 The Recorded Data export to Amazon S3 Bucket allows the Customer to export Recorded Data.
- 3.2 Subject to payment of additional Charges as set out in the Commercial Schedule, VMO2B shall complete the Recorded Data export to Amazon S3 Bucket within 60 days of the date the Customer notifies VMO2B in accordance with paragraph 1.1 of this Appendix 6. VMO2B shall delete the Recorded Data before the expiry of this 60 day period. Upon the deletion of the Recorded Data by VMO2B, the Agreement shall terminate in respect of the UR Service.
- 3.3 The Recorded Data shall be stored as files in a folder structure /Interactions/YYYY/MM/DD/HH split by the date and time of the start of the call and SMS in UTC.
- 3.4 The Recorded Data export to Amazon S3 Bucket option provides the Recorded Data in the following formats:
 - a) WAV format for calls; and
 - b) UTF8-encoded text file for SMS messages which shall include the content including all parts in a single file for a multi-part SMS messages.
- 3.5 The Metadata shall be in the form of a CSV file, with a row per call or SMS message and a header row. There shall be a column with the relative path to the associated call recording or SMS content file and a multi-part SMS shall appear as a single SMS record.

- 3.6 The below is an example of the Metadata included for Recorded Data:
- a) "interaction ID" - unique reference for the record;
 - b) "recording status" - whether the particular recording is playable;
 - c) "startDateTimeUtc" - UTC timestamp of the start of the recording "YYYY-MM-DDTHH:MM:SS.000";
 - d) "endDateTimeUtc" - UTC timestamp of the end of the recording "YYYY-MM-DDTHH:MM:SS.000";
 - e) "direction" - direction of the communication relative to the subscriber - "Inbound" or "Outbound"
 - f) "interactionType" - "Call" or "SMS";
 - g) "subscriberContactId" - Unique reference for the contact associated with the subscriber (if any is associated with the recorded number);
 - h) "subscriberStaffFullName" – (subject to paragraph 3.8);
 - i) "subscriberStaffEmailAddress" – (subject to paragraph 3.8);
 - j) "subscriberPhoneNumber";
 - k) "thirdPartyContactId" - Unique reference for the third party contact (if any is associated with the third party number);
 - l) "thirdPartyContactFullName" – (subject to paragraph 3.8);
 - m) "thirdPartyContactEmailAddress" – (subject to paragraph 3.8); and
 - n) "thirdPartyPhoneNumber" – (subject to paragraph 3.8).
- 3.7 The specified information will only be included within the Metadata where the Customer has populated the applicable information within the UR Portal.
- 3.8 The specified information for inbound calls may be a number or text (e.g. "Withheld", "International", "Anonymous", "Unknown").

4 ORPHAN USER STORAGE

- 4.1 Where the Customer selects the Orphan User storage exit option it shall pay VMO2B the Charges for Orphan Users as set out in the Commercial Schedule.
- 4.2 VMO2B shall retain Recorded Data for an Orphan User on the UR Platform for a period specified by the Customer up to a maximum of 7 years from the date of creation.
- 4.3 VMO2B shall store the Recorded Data for the Orphan User in a:
- a) durable medium which shall allow such Recorded Data to be copied and extracted by the Customer from the UR Platform; and
 - b) format that does not allow any such Recorded Data to be altered or deleted and such that the Recorded Data is readily accessible and available to the Customer.
- 4.4 The Customer must retain a minimum of one SIM Card connected to a Mobile Service under this Agreement in order to utilise the Orphan User storage option. Where the Customer does not retain a minimum of one SIM Card connected to a Mobile Service under this Agreement, a Termination Fee shall be payable (as set out in the Commercial Schedule). Where the Customer fails to pay the Termination Fee when due, VMO2B shall have the right to delete the Recorded Data without any further liability to the Customer.
- 4.5 This Agreement shall continue in full force and effect until the Orphan User Recorded Data is no longer stored by VMO2B.

APPENDIX 7 - FCA AND EBA REGULATIONS – ADDITIONAL CUSTOMER RIGHTS AND VMO2B OBLIGATIONS

The following additional terms and conditions apply only where: (i) the Customer is an entity regulated by the FCA, EBA and/or other such regulators; and (ii) this Appendix is specified as applicable to the Customer in the Commercial Schedule.

1 EBA AND SYSC8 REGULATIONS

- 1.1 Customer, its auditor, the FCA or the FCA's authorised representatives shall have the right, upon providing a minimum of 30 days' written notice to VMO2B, to have access to such VMO2B premises, VMO2B Employees, and relevant records as may be reasonably required in order to fulfil any request by, or requirement of, the FCA or other competent regulatory authority, to undertake verification that, in connection with the UR Service: (i) VMO2B is complying with its obligations in accordance with the Agreement, or; (ii) undertake verification of the security measures adopted by VMO2B, (an "Audit").
- 1.2 Audits may not be performed more than once per year unless: (i) specifically required by the FCA or its authorised representatives; (ii) for regulatory compliance reasons; or (iii) if an Audit reveals material non-compliance by VMO2B with the terms of the UR Service (in which case the Audit may be reasonably repeated until the non-compliance is resolved to the reasonable satisfaction of the Customer, its auditor and/or the FCA) as applicable.
- 1.3 In relation to any Audit carried out, the Customer agrees that:
 - a) the Customer shall ensure that any such Audit is conducted in such a way as to minimise the disruption caused to VMO2B's business;
 - b) the Customer shall reimburse VMO2B for all its reasonable costs and expenses incurred in the course of the Audit, unless the audit reveals material non-compliance by VMO2B with the terms of the UR Service, in which case VMO2B shall reimburse the Customer for its reasonable costs and expenses incurred in the course of the Audit;
 - c) no access will be given during any Audit to VMO2B's systems without VMO2B's express written permission, and any Audit shall be subject to all other reasonable access and security restrictions as may be determined by VMO2B; and
 - d) the Customer shall use its best endeavours to ensure that all information obtained by or for the Customer during the course of any Audit is treated in accordance with Applicable Law and the terms of the Agreement as applicable from time to time.
- 1.4 Subject to the Customer's obligations of confidentiality, VMO2B shall provide the Customer, its auditors, the FCA and the FCA's authorised representatives with reasonable cooperation, access and assistance in relation to each Audit, including to fulfil any request by, or requirement of, the FCA in the course of carrying out its regulatory functions in relation to the UR Service being used by the Customer (including but not limited to in accordance with the provisions of Article 63(1)(a) of Directive 2014/59/EU and Article 65(3) of Directive 2013/36/EU relating to the information gathering and investigatory powers of competent authorities and resolution authorities including the Single Resolution Board (SRB) powers under Article 68 of Directive 2014/59/EU).
- 1.5 Where VMO2B uses a subcontractor to deliver any element of the UR Service, such subcontractor shall meet VMO2B's strict security standards including ISO27001 and BS10008 certification. VMO2B and its subcontractors perform regular testing to ensure security standards are met. VMO2B's security overview documentation for the UR Service can be provided to the Customer upon reasonable written request.
- 1.6 VMO2B complies with all Applicable Laws and Personal Data is managed in accordance with clause 20 of the General Conditions. For the purposes of EBA regulations, Data Processing information for the UR Service is included at the annex to this Appendix 7.

- 1.7 VMO2B shall, without undue delay after becoming aware, disclose to the Customer any development that may have a material impact on VMO2B's ability to provide the UR Service in accordance with the Agreement and shall provide the Customer with timely details of measures it proposes to take to avoid or mitigate the effect of such development.
- 1.8 VMO2B shall co-operate with the FCA, upon the FCA's or the Customer's request, in connection with its delivery of the UR Service to the Customer.
- 1.9 VMO2B shall use its reasonable endeavours to ensure business continuity for the Customer in relation to the UR Service and shall: (i) establish, implement and maintain an appropriate contingency plan for disaster recovery and; (ii) undertake periodic testing, not less than once in every 12 month period, of backup facilities in respect of the UR Service. VMO2B shall provide the Customer with a summary of the results of such periodic testing promptly following a written request from the Customer. VMO2B shall ensure that it is able to implement the provisions of its contingency plan for disaster recovery at any time in accordance with its processes and procedures.
- 1.10 In the unlikely event that VMO2B, or one of its subcontractors becomes insolvent, VMO2B will comply with Applicable Law and will use its reasonable endeavours to enable the Customer to access to the Customer's data in order to retrieve it.
- 1.11 VMO2B complies with Applicable Laws regarding maintaining proper insurance cover. Copies of VMO2B's insurance certification can be made available upon reasonable request.
- 1.12 For the avoidance of doubt, nothing in this Appendix 7 shall allow the Customer, its auditor, the FCA or the FCA's representatives to inspect or have access to any data belonging to any other customer of VMO2B or to access any VMO2B system holding any such data.

Annex to Appendix 7

For the purposes of delivering the UR Service data, including Personal Data, will be processed in the following ways:

Sub Processor	Location	Data Processed	Purpose
Accenture	UK	End user mobile numbers and the subscriber names	Manage customer account data including billing
Accenture	India	End user mobile numbers and the subscriber names	Manage customer account data including billing
Accenture	UK	Account data, such as Name, Contact telephone numbers and, to the extent it constitutes personal data, activity history (details of contact between key contacts and the account team)	Managing customer account data for service implementation
Accenture	UK	Contact data, such as Contact Name, Title, Buying Role, Mobile number Phone number (landline), Email Address, Job Level, Mailing Address, Fax number	Managing customer account data for service implementation
Accenture	India	Account data, such as Name, Contact telephone numbers and, to the extent it constitutes personal data, activity history (details of contact between key contacts and the account team)	Managing customer account data for service implementation
Accenture	India	Contact data, such as Contact Name, Title, Buying Role, Mobile number Phone number (landline), Email Address, Job Level, Mailing Address, Fax number	Managing customer account data for service implementation
Capita	UK	End user mobile data, such as end user mobile number and a unique SIM identifier	Managing customer account data for service implementation
Capita	India	End user mobile data, such as end user mobile number and a unique SIM identifier	Managing customer account data for service implementation
Capita	India	Account contact data	Managing customer account data for service implementation
IMI Mobile	UK	End user mobile data	Managing billing data
KCOM	UK	The following contact details of individuals able to administer the account; Mobile number, Alternative contact number, User name, Password (for identification)	Maintaining the billing platforms

Sub Processor	Location	Data Processed	Purpose
Cognizant	UK	First name, surname, email address and mobile phone number for users of the account management platform accessible via the internet known as 'My O2 Business'	Support and maintenance for My O2 Business
Cognizant	India	First name, surname, email address and mobile phone number for users of My O2 Business	Support and maintenance for My O2 Business
MDS	UK	Contact details contained on invoices, any other personal data contained on invoices	Support and maintenance for the Bill Analyser functionality within My O2 Business
Aiphoria Ltd	UK	Account data collected from the UR Service Order Form and may include, Name, Contact telephone numbers and, to the extent it constitutes Personal Data, activity history (details of contact between key contacts and the account team). IP Addresses, Service notification email address(es) and service options chosen for the UR Service	Managing customer account data for service implementation for the Unified Recording Service
Aiphoria Ltd	UK	End user mobile numbers and the subscriber names and email addresses (where provided) usually for the Unified Recording Service setup only	Manage customer account data for service implementation for Recorded Users on the Unified Recording Service
Aiphoria Ltd	UK	Capture and storage (on behalf of the customer) of call and SMS recordings for users subscribed to the Unified Recording Service.	Maintain a repository of recordings on behalf on the customer with associated functionality (eg audit trials for access, association of contacts with recorded numbers, reporting on active users etc).
Aiphoria Ltd	UK	Capture and storage (on behalf of the customer) of audio and video recordings for users subscribed to the Collaboration Recording Service.	Maintain a repository of recordings on behalf on the customer with associated functionality (eg audit trials for access, association of contacts with recordings, reporting on active users etc).
Aiphoria Ltd	UK	Transcriptions of call, audio and video recordings (where applicable)	Processing of transcriptions to identify and automatically apply AI Tags

APPENDIX 8 - AI OVERVIEW

UNIFIED RECORDING SOLUTION – HOW THE SERVICES USES ARTIFICIAL INTELLIGENCE (AI)

This section provides an overview of how AI is utilised within the service and how it is used from an explainability and transparency perspective.

1 PURPOSE AND GOVERNANCE

- 1.1 Aiphoria's AI platform, branded as "Focus", is developed under internationally recognised frameworks including ISO27001 (Information Security), ISO42001 (AI Management), and ISO22301 (Business Continuity). The company adheres to global privacy principles (GDPR, OECD Privacy, AICPA/CICA Privacy Management) and operates in alignment with Responsible AI principles that emphasise augmentation of human capability over replacement.
- 1.2 Aiphoria's policy underscores the ethical application of AI and transparency in its decision-making processes. The AI is integrated across core services using cloud-native and hybrid open-source solutions, providing flexibility, scalability, and high-security assurance.
- 1.3 Aiphoria is a signatory to the Cloud Security Alliance's Trustworthy AI Pledge <https://cloudsecurityalliance.org/star/ai-trustworthy-pledge/organizations>

2 AI OPERATION COMPONENTS

- 2.1 Transcription and AI Tags
 - a) Transcription is the entry point for AI operations. The Aiphoria transcription service uses high-fidelity automatic speech recognition (ASR) models deployed within Aiphoria's private Azure infrastructure. Transcripts are generated from customer communications and serve as the basis for downstream AI processing.
 - b) AI Tags are dynamic AI-driven annotations or classifiers that detect and tag key themes or sentiments in conversations (e.g. customer frustration, regulatory mentions) or otherwise summarise and transform transcript content to aid understanding. These streams can also trigger automated workflows like summarisation or redaction.
- 2.2 Redaction and Data Protection
 - a) Sensitive data (e.g. payment card details) can be automatically redacted via AI Tags before storage or further processing. Redacted data is used for ongoing analytics and remains encrypted at rest and in transit. Unredacted data is accessible only under controlled conditions.
- 2.3 Advanced AI Applications
 - a) Aiphoria supports both extractive (e.g., pulling key information from transcripts) and generative (e.g., summarising calls, suggesting next steps) models. These applications operate on structured and unstructured data, including transcripts and call metadata, to generate insights tailored to specific use cases (e.g., financial hardship analysis).

3 AI TRAINING, TESTING AND DEPLOYMENT

- 3.1 Training Process
 - a) Aiphoria develops both foundational and client-specific AI models. A structured training lifecycle includes:
 - i) Data preparation and cleansing.
 - ii) Just-in-time data access.
 - iii) Training within Secure Enclaves to ensure strict isolation.
 - iv) Testing via split-validation and "human-in-the-loop" review.

Training occurs only with client consent, using anonymised data (see below “Consent Framework”).

3.2 Feedback Loops

- b) Clients can provide direct feedback on AI performance (e.g., whether an Intel Stream correctly identified content). This feedback informs model improvement and transparency, forming a collaborative AI partnership between Aiphoria and its clients.

3.3 Model Lifecycle

- a) Deployed models are versioned and regularly updated. They remain under Aiphoria’s control and cannot be accessed or exported outside the platform. Client-specific models are retained only during their platform usage period.

4 ANONYMISATION AND DATA PRIVACY

4.1 To safely train AI models, Aiphoria anonymises transcripts based on the UK Information Commission’s best practices. This includes:

- a) Removal of direct identifiers (e.g., names, addresses, payment info).
- b) Generalisation of context to prevent indirect re-identification.
- c) Redaction of company-specific identifiers and potentially unique dialogue patterns.

4.2 Even though anonymised data is no longer subject to GDPR, Aiphoria maintains strict security and purpose limitation policies. Retention of anonymised data mirrors the original communication’s retention policy (e.g., MiFID2-compliant 5 years).

4.3 Clients can review anonymised data via a secure user interface to verify it meets privacy standards.

5 CONSENT FRAMEWORK

5.1 There are three consent stages:

- a) Transcription Service: Opt-in by default at onboarding.
- b) Advanced AI Applications: Opt-in by default if included in the product tier.
- c) AI Training Participation: Consent governs whether anonymised client data can be used to improve broader AI models.
 - i) Clients are opt-in for anonymised model tuning by default but may opt out.
 - ii) Clients are opt-out for anonymised model training by default but may opt in.

6 EXPLAINABILITY AND ACCOUNTABILITY

6.1 Given the complexity of AI (“black box” risks), Aiphoria logs all inputs, prompts, outputs, and actions taken based on model results. This ensures traceability and enables incident investigation. Responsible AI principles are embedded, including bias checks, transparency logs, and post-deployment model monitoring.

7 TECHNOLOGY SUPPLY CHAIN

7.1 Aiphoria’s AI stack includes:

- a) Closed-source components: Primarily Microsoft’s Azure OpenAI (GPT, Whisper) and Cognitive Services with enhanced enterprise-grade security and model tuning capabilities.
- b) Open-source components: automatic speech recognition (ASR), hosted within Aiphoria’s infrastructure.

7.2 These components are selected based on security, performance, and efficiency.

- 7.3 Aiphoria's AI platform is designed with responsibility, transparency, and security at its core. From architecture to training, anonymisation to client collaboration, every aspect of its AI operations is governed by rigorous compliance, ethical design principles, and a commitment to explainable, human-centric technology.



Business

Professional Services Service Schedule

Professional Services Service Schedule

1 Definitions

In this Service Schedule, in addition to those terms defined in the General Conditions, the following terms and expressions apply:

Term / expression	Meaning
"Implementation Professional Services"	means the professional services under which VMO2B supplies the Customer with customer-specific services relating to implementation of a Service;
"In-Life Professional Services"	means the professional services under which VMO2B supplies the Customer with customer-specific services relating to the on-going use of a Service;
"Materials"	means all Software, manuals, information, data, drawings and other documents and materials provided by VMO2B as part of the Professional Services;
"Professional Services"	means the Implementation Professional Services and/or the In-Life Professional Services (as applicable);
"Statement(s) of Work" or "SoW"	means the statement of work in respect of the Professional Services required for a specific project, including the types of services, amount of sessions required and any technical requirements the Customer must comply with; and
"Working Hours"	means between 09:00 and 17:30 on a Working Day.

2 Professional Services description

- 2.1 The Professional Services are comprised of:
 - a) Implementation Professional Services; and/or
 - b) In-Life Professional Services.
- 2.2 The Professional Services may include:
 - a) providing preliminary support and assistance to the Customer in relation to general queries and providing guidance on finding resources that enable the Customer to resolve their technical issues;
 - b) providing preliminary support and assistance to the Customer, when required, with installing and configuring a Service; and
 - c) providing assistance and guidance to the Customer's User with administrator rights or Users with the management of a Service,

as may be further specified in the applicable SoW or Service Schedule (as applicable).
- 2.3 VMO2B will use reasonable skill and care in providing the Professional Services, and may use a Third Party to perform any functions which are reasonably incidental to the provision of the Professional Services.
- 2.4 The delivery of the Professional Service will be within standard Working Hours. Any delivery performed outside of Working Hours may be subject to additional Charges (as notified to the Customer in advance).
- 2.5 The Professional Services will be provided on a fixed cost basis or a time and materials basis (as detailed in the Commercial Schedule), up to the number of days specified in the Commercial Schedule. In the event the Customer and/or VMO2B considers (acting reasonably) that further days are required, this will be subject to additional Charges.
- 2.6 All times and dates for provision or completion of the Professional Service are estimates and VMO2B accepts no liability for failure to meet those dates.

2.7 The Professional Services may be provided on a remote basis, or at a Site occupied by the Customer.

3 Ordering Professional Services

- 3.1 The type of Professional Services purchased by the Customer on the Commencement Date, and a summary of the Charges associated to such initial Professional Services, is set out in the Commercial Schedule.
- 3.2 Where further Professional Services are required, the Customer should request these in writing with its VMO2B account manager, setting out all relevant details. VMO2B may accept or reject any such request at its discretion and may require that a SoW be entered into in order to document, on a non-revocable basis, the Customer's order for Professional Services and associated details (including Charges).

4 Customer obligations

- 4.1 The Customer shall comply with any reasonable instructions given from time to time by VMO2B concerning the Professional Services, and provide all such information and cooperation as is required in order to allow VMO2B to perform the Professional Services.
- 4.2 The Customer will provide VMO2B with reasonable access to appropriate personnel (with the relevant skill and knowledge), systems, documentation, and other physical or logical resources, and complete and accurate information, in so far as reasonably required for VMO2B to meet its obligations for the Professional Services.
- 4.3 Before VMO2B performs any Professional Services during which it may require access to the Customer's systems, the Customer will ensure that it has backed up all systems and performed any required maintenance prior to the performance of the Professional Service.
- 4.4 The Customer shall not copy or distribute the Materials or use the Materials for internal training sessions without the prior written consent of VMO2B.

5 VMO2B Employees

- 5.1 VMO2B will provide the Professional Services using such VMO2B Employees as it considers suitably qualified to undertake the work. VMO2B will try to maintain continuity of the VMO2B Employees who perform the Professional Services but reserves the right at any time to change those employees.
- 5.2 VMO2B Employees engaged in the performance of the Professional Services will at all times remain under the direction and control of VMO2B, and nothing in this Agreement will prevent VMO2B Employees involved in the performance of the Professional Services from performing similar services for other customers or in any way restrict VMO2B's use of such employees.
- 5.3 The Customer agrees that during the course of this Agreement and for a period of 12 months after its termination it will not employ, or engage as an independent consultant, or offer such employment or engagement to any VMO2B Employee who has been involved in providing the Professional Services, without VMO2B's prior written consent.
- 5.4 Where VMO2B access the Customer's Site to provide the Professional Services, they shall observe the Customer's reasonable Site regulations where previously advised in writing to VMO2B.

6 Exclusions

- 6.1 VMO2B's provision of the Professional Services may depend upon the accuracy and completeness of information, documents or other materials supplied by the Customer or Third Parties to VMO2B and VMO2B accepts no liability for any issues arising from any errors or inaccuracies in such information, documents or other materials.
- 6.2 VMO2B assumes no responsibility for any typographical, technical, substantive or other inaccuracies in the Professional Services and/or Materials.

6.3 VMO2B does not warrant, and the Customer accepts, that:

- a) the Professional Service will be error free or free of harmful components, interruptions or failures;
- b) the Customer's data will be secure or not otherwise lost or damaged;
- c) there will be no malfunctions or other errors in the VMO2B Professional Service caused by virus, infection, worm or similar malicious code not introduced or developed by VMO2B; or
- d) if the Professional Services include advice or work on the Customer's equipment or a Customer network, VMO2B does not guarantee that following provision of the Professional Services under this Agreement, such equipment or network will not be subject to any unlawful access, fraud or other misuse and VMO2B will have no liability to the Customer in respect of such unlawful access, fraud or other misuse.



Business