

SUPPLIER TERMS – 5G MANAGED PRIVATE CLOUD

PART A: ACCEPTABLE USE POLICY

Introduction

This Acceptable Use Policy sets out the prohibited uses that apply to your use of the services described in the Call-Off Contract (“**Services**”) and is designed to ensure lawful, secure and appropriate usage.

Prohibited Uses

1. UNLAWFUL ACTIVITIES

- 1.1. You must not use the Services for any unlawful purpose or in any manner that violates any applicable laws, regulations or rights of third parties under the laws of England and Wales.

2. HARMFUL SOFTWARE

- 2.1. You must not introduce, distribute or facilitate the distribution of any virus, worm, Trojan horse, malware, spyware or other harmful or malicious code through the Services.

3. SECURITY COMPROMISE

- 3.1. You must not attempt to:
 - (a) gain unauthorised access to the Services, related systems or networks;
 - (b) interfere with or disrupt the integrity, security or performance of the Services or data contained therein; or
 - (c) circumvent any security measures implemented in relation to the Services.

4. RESOURCE ABUSE

- 4.1. You must not use the Services in any manner that:
 - (a) places an unreasonable or disproportionately large load on the infrastructure;
 - (b) consumes excessive bandwidth, storage or processing capacity; or
 - (c) interferes with or disrupts other users' access to or use of the Services.

5. INTELLECTUAL PROPERTY INFRINGEMENT

- 5.1. You must not use the Services to infringe any copyright, trade mark, patent, database right or other intellectual property rights of any person.

6. UNSOLICITED COMMUNICATIONS

- 6.1. You must not use the Services to send unsolicited commercial electronic messages, including spam, bulk emails or other forms of unsolicited marketing communications.

7. REPUTATIONAL HARM

- 7.1. You must not use the Services for any purpose that could reasonably be expected to:
 - (a) damage the reputation of Boldyn or its affiliates;
 - (b) bring Boldyn or its affiliates into disrepute; or
 - (c) harm the reputation or interests of other users of the Services.

8. DATA PROTECTION VIOLATIONS

8.1. You must not process personal data through the Services in breach of:

- (a) the UK General Data Protection Regulation;
- (b) the Data Protection Act 2018; or
- (c) any other applicable data protection laws.

9. **PROHIBITED CONTENT**

9.1. You must not store, transmit or distribute through the Services any content that is:

- (a) defamatory, libellous or threatening;
- (b) discriminatory or promoting hatred on grounds of race, religion, gender, sexuality or disability; or
- (c) otherwise objectionable or inappropriate.

10. **NETWORK INTERFERENCE**

10.1. You must not use the Services to:

- (a) probe, scan or test the vulnerability of any network or system;
- (b) monitor data or traffic on any network or system without proper authorisation; or
- (c) interfere with service to any user, host or network.

PART B: DATA PROCESSING AGREEMENT

Joint Schedule 10: Processing Data (v1.0, RM1557.15) to apply.

PART C: SHARED RESPONSIBILITY MODEL

Call-off Schedule 9a: Security – Short Form (v1.1 RM1557.15) to apply.

The Customer shall be responsible for providing a secure data centre environment for the provision of the 5G Managed Private Cloud Core network infrastructure.

PART D: SERVICE LEVEL AGREEMENT (SLA)

1. Standard Support Hours

Boldyn shall provide support for the Services during Business Hours (Monday to Friday, excluding Bank Holidays), unless otherwise specified in the Call-Off Contract or as set out in paragraph 4 below.

2. Incident Reporting

- 2.1. The Customer may submit incident tickets and service requests at any time (24 hours per day, 7 days per week, 365 days per year) through Boldyn's self-service portal.
- 2.2. Boldyn shall acknowledge and process such incidents in accordance with the Service Level Targets set out in paragraph 5 below.

3. Service Credits

- 3.1. No service credits shall be payable by Boldyn to the Customer for any failure to meet the Service Level Targets under the "Standard" service offering.
- 3.2. Service credits may be available under enhanced service offerings as separately agreed in writing between the parties.

4. Mission-Critical Services

- 4.1. Where the parties have agreed in the Call-Off Contract that the Services are mission-critical, Boldyn shall provide a bespoke infrastructure service design to ensure resilience and mitigate against P1 and P2 Incidents.
- 4.2. Such mission-critical service provision may include (as agreed in the Call-Off Contract): (a) 24 hours per day, 7 days per week, 365 days per year Network Operations Centre ("NOC") support; and (b) Out-of-Hours Field Maintenance services.

5. Service Level Targets

Boldyn shall use commercially reasonable endeavours to meet the following Service Level Targets for incident management:

Severity Level	Description	Categorisation	Response Time	Call to Resolution	Status Updates
P1: Critical	A critical failure in an operational activity, where no workaround or bypass is readily available. Immediate circumvention and resolution of the incident is required for operations to continue without serious business impact.	Entire Customer operations lost. 5G Core server and/or switch failure	1 Hour	4 Hours	1 Hour
P2: High	A severe issue, where a business critical feature or function of the application is inoperative or seriously degraded, however a short term alternative or workaround is available.	RAN – Multiple 5G radios – HW issue. 50% coverage loss	2 Hours	8 Hours	2 Hours
P3: Medium	A medium impact issue, where the issue limits the functionality of the application, but the condition is not critical to the continued operation of the product. A workaround is available, and can be used with little or no operational impact.	RAN – Multiple 5G radios– HW issues 10% coverage loss	6 Hours	24 Hours	6 Hours
P4: Low	A minimal impact issue, where the issue can be circumvented and/or ignored with no operational impact and no data integrity issues. Deferred maintenance of the incident is acceptable and no workaround is necessary.	No impacting alarms which require next release of software to resolve bug.	5 Business Days	Best Effort	Monthly

6. Customer Obligations

- 6.1. The Customer shall ensure that Boldyn's personnel are granted timely access to the relevant site(s) where field maintenance services are required to restore the Services.
- 6.2. Boldyn shall not be liable for any failure to meet the Service Level Targets set out in paragraph 5 to the extent such failure results from the Customer's delay in providing site access.

PART E: SUPPLIER LICENCE TERMS

Call-off Schedule 1: Intellectual Property Rights (v1.0, RM1557.15) to apply.