

SUPPLIER TERMS – INDOOR MOBILE SIGNAL AS A SERVICE

PART A: ACCEPTABLE USE POLICY

Introduction

This Acceptable Use Policy sets out the prohibited uses that apply to your use of the 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

1. Definitions

- 1.1. For the purposes of this Part C (*Shared Responsibility Model*), the following definitions shall apply:

Assets: any Customer equipment at the Customer Site(s) required by Boldyn for the delivery of the Services to the Customer.

Boldyn's System: the information and communications technology system to be used by Boldyn (or any of its sub-contractors) in performing the Services, including the Hardware, the Software, the Customer-site Equipment and communications links between the Hardware, the Software and the Customer-site Equipment.

Customer Data: any information that is provided by or on behalf of the Customer to Boldyn as part of the Customer's use of the Services, including any information derived from such information.

Customer Site(s): the site(s) specified in Call-Off Contract at which Boldyn locates the Customer-site Equipment and the Customer receives the Services.

Customer-site Equipment: any equipment located or to be located on the Customer Sites but controlled or to be controlled exclusively by Boldyn as part of the Services.

Hardware: all physical telecommunications, networking and computer equipment (including switches, routers, cables, servers, racks, cabinets and peripheral accessories) provided and used by Boldyn to deliver the Services to the Customer.

Incident: any Vulnerability, Virus or security incident which:

- (a) is reported to Boldyn by the Customer.
- (b) may affect Boldyn's network and information systems such that it could potentially affect the Customer or the Assets or Customer-site Equipment; or
- (c) may affect the Assets or Customer-site Equipment;

Mitigate: the taking of such reasonable steps that would be taken by a prudent supplier in accordance with good industry practice to mitigate against the Incident in question, which may include (in the case of a Vulnerability) coding changes, but could also include specification changes (for example, removal of affected protocols or functionality in their entirety), provided these are approved by the Customer in writing in advance, and the terms **Mitigated** and **Mitigation** shall be construed accordingly.

Scope of Works: the document detailing the nature, scope and essential requirements relating to the Services to be provided by Boldyn as set out in the Call-Off Contract.

Services: the services to be provided by Boldyn as described in the Scope of Works.

Software: any software used by Boldyn (or any of its sub-contractors) to provide the Services to the Customer whether owned by a third party (Third Party Software) or by Boldyn (Boldyn Software).

Virus: includes any malicious code, trojan, worm and virus, lock, authorisation key or similar device that impairs or could impair the operation of the Software or the Services or Boldyn's System.

Vulnerability: a weakness in the computational logic (for example, code) found in software and hardware components that, when exploited, results in a negative impact to confidentiality, integrity, or availability, and the term Vulnerabilities shall be construed accordingly.

2. Security

- 2.1. Boldyn shall ensure that appropriate safety and security systems, policies and procedures are maintained and enforced to prevent unauthorised access or damage to, and to ensure the business continuity of, any and all Services, Boldyn's System and related networks or resources and the Customer Data including an incident management process which shall enable Boldyn, as a minimum, to discover and assess Incidents, and to prioritise those Incidents, sufficient to meet its reporting obligations under clause 2.4;
- 2.2. Boldyn shall take reasonable steps to ensure that Boldyn's System is designed, maintained and upgraded so as to Mitigate against Incidents. The parties agree that if Incidents are detected or discovered, each of them shall co-operate with the other to Mitigate the Incident and, particularly if the Incident causes or threatens the loss of operational efficiency, loss or corruption of Customer Data, or the reduced management of risks posed to the security of the Assets or Boldyn's System the parties shall assist each other to mitigate any losses and restore the Services to their original operating and security efficiency. The costs of complying with this clause 2.1 shall be apportioned between the parties on a pro rata basis according to fault.
- 2.3. The Customer shall promptly inform Boldyn if it suspects or uncovers any Incident and, subject to the cost allocations in clause 2.1, shall use all reasonable endeavours to promptly mitigate such Incident.
- 2.4. Boldyn shall:
 - (a) notify the Customer promptly it becomes aware of any Incident and respond without undue delay to all queries and requests for information from the Customer about any Incident, whether discovered by Boldyn or the Customer, in particular bearing in mind the extent of any reporting obligations the Customer may have under the Network and Information Systems Regulations 2018 (NIS Regulations) and Data Protection Legislation and that the Customer may be required to comply with statutory or other regulatory timescales;
 - (b) promptly cooperate with any request for information made in respect of:
 - (i) any Incident; or
 - (ii) any requests for information, or inspection, made by a regulator with competent jurisdiction over the Customer (including in connection with the NIS Regulations or Data Protection Legislation, if applicable).

PART D: SERVICE LEVEL AGREEMENT (SLA)

1. **Purpose.** The purpose of this Service Level Agreement ("**SLA**") is to define how Boldyn will provide support for the Services of this Scope of Works, the activities they will perform and the terms governing the availability of the Service. The Service Level Agreement will come into force from the Commercial Live Date.
2. **Definitions.** In addition to the definitions referred to in Part C above, the following additional Definitions apply:
 - "**Unavailable**" or "**Unavailability**" means the duration of a break in service of the relevant Service due to a Full Outage (as described in paragraph 5 of this Service Level Agreement), either detected by Boldyn or Customer, measured from the first of sixty (60) consecutive seconds of an Outage on the affected Service until the first of sixty (60) consecutive non-outage seconds.
 - "**Excused Outage**" means a period when the Service is unavailable due to planned maintenance or other activities that the Customer has been informed of ahead of time. An Excused Outage will not be counted as a violation of the SLA terms.
3. **Ongoing Service Monitoring.** Boldyn will monitor the Service continuously (24/7/365) from its automated Network Operations Center ("**NOC**") for detection of faults or degradation in performance. Any fault conditions regardless of their root cause will be addressed via the "Service Desk" as described in paragraph 4 of this SLA.
4. **Service Desk & Support.** Boldyn will provide Customer a service desk for support and fault resolution purposes between the hours of 8am and 5pm UK time, Monday through Friday other than statutory holidays in the United Kingdom. (provided that Boldyn shall not be required to resolve faults that are reasonably determined by Boldyn to have been caused by a cause outside Boldyn's control). Only Customer's designated personnel or other pre-designated persons shall be permitted to contact the service desk. Boldyn will also provide Customer with a service guidebook that details the processes, contact methods, contact names, emails and phone numbers for reporting any problems.
5. **Problem Reporting.** When reporting a problem, the Customer shall provide the following information to Boldyn: (i) contact name and number; (ii) fault onset date and time; (iii) fault description and location; (iv) scope of fault; (v) site name and ID; (vi) frequency of fault (constant or intermittent); and (vii) Customer availability for testing. Customer shall fully co-operate with Boldyn and its subcontractors at all times in order to fully diagnose and resolve any faults with the Service.

The scope of the fault will fall into one of three (3) categories. These are Full Outage, Partial Outage and Performance degradation, each of which is described below.

Full Outage

- All MNO services affected; and
- No Service in any part of the building

Partial Outage

- Affects at least one MNO services; and
- Problem may affect all of building or be limited to specific areas / floors but not less than 5% of the total area covered by the Services

Performance Degradation

- All MNO services available throughout building but Service quality of one or more MNO's reduced; or
- Problem affects less than 5% of the total area covered by the Services.

Once the problem has been reported Boldyn commits to:

- Acknowledge the problem has been logged by contacting Customer by phone or email within 1 hour
- Triage the problem and report back to customer with next steps which could be (but not limited to):
 - Re-test service following remote fix
 - Arrange Boldyn (or subcontractor) engineer visit to the Customer Site
 - Assign problem to MNO for investigation

When triage is completed by Boldyn a priority will be assigned to the problem which will indicate the frequency of updates on progress that will be provided to the customer by Boldyn until full Service is restored.

Priority Level	Description	Progress Update * (Business Hours)	Targeted Solution * (Business Days)
1	Full Outage	Every hour	1 Business days
2	Partial Outage	Every 4 hours	2 Business days
3	Performance Degradation	Daily	3 Business days

* Please note that these dates/times only apply where the problem remains in the control of Boldyn. When a problem is beyond Boldyn's reasonable control, Boldyn will continue to provide updates in line with this schedule on a reasonable endeavours basis, until the problem is reassigned to Boldyn for fix or closure.

6. **Planned Maintenance.** Boldyn (and its subcontractors including the MNO and backhaul providers) will occasionally need to perform planned maintenance activities for the Service which may require the Equipment and/or Service to be off-line during such maintenance activities.
7. **Service Level Credits.** In the event that the Service becomes Unavailable for reasons other than an Excused Outage or for reasons beyond Boldyn's reasonable control, as defined in paragraph 8 (the Service Level Limitation) of the SLA, Customer will be entitled to a service level credit for the affected Service based on the cumulative Unavailability of the Service between the hours of 7am and 7pm UK time Monday through Friday excluding statutory holidays in the United Kingdom in a given calendar month ("**Service Level Credit**") as set forth below:

Cumulative Unavailability	Service Level Credit
Less than or equal to 12 hours	No Credit
12:00:01 – 24:00:00 hours	10% of the MSF*
24:00:01 – 48:00:00 hours	20% of the MSF*
48:00:01 – 72:00:00 hours	30% of the MSF*
72:00:01 hours or greater	40% of the MSF* (the " Service Credit Cap ")

* **MSF = Monthly Service Fee:** as specified in the Payment Schedule

8. Service Level Limitations. Service Level Credits will not apply to, and Boldyn shall have no liability in respect of, Service interruptions attributable to:

- any MNO's or backhaul provider errors, Outages or capacity limitations;
- where applicable, circumstances in which the Customer's traffic requirements exceed the backhaul capacity as specified in the Scope of Works and Customer has declined to upgrade the backhaul capacity.

Boldyn shall have no liability for any harm, loss, or damages that arise out of or in connection with any failure by Customer (or end-users of the Services) to comply with any MNOs' acceptable use policies or EULAs.

The Service Level Credits set out in this SLA represent the sole and exclusive financial remedy of Customer for Boldyn's failure to comply with the relevant service level as set out in this SLA.

PART E: SUPPLIER LICENCE TERMS

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