

Short Form Further Competition (SFFC) Order Form

This Order Form must be used to run a Short Form Further Competition under the Network Services Agreement

Before commencing a Short Form Further Competition and completing this Order Form, please refer to the guidance (**How to complete a short form further competition order form**) provided which is available from the Crown Commercial Service (CCS) website on the agreement web page: <http://ccs-agreements.cabinetoffice.gov.uk/contracts/rm1045>

Order Form completion

The Order Form consists of the following sections, please complete as follows:

Section A – General information

The Customer must complete the blue boxes in this section before issue to Suppliers.

MOD only - Appendix 3 to this Order Form (MOD DEFCONS) must be completed and attached to the Order Form where this forms part of the requirement.

The Supplier must complete the grey sections as part of the Short Form Tender Response.

Section B – Details of the requirement

The Customer must complete this section before issue to Suppliers.

Section C – Location details/requirements

The Customer must complete this section before issue to Suppliers.

Customer Statement of Requirements

Please attach your Statement of Requirements as Annex A of the Order Form.

Section D – Supplier response

Suppliers must complete this section for submission as part of the Short Form Tender Response.

Section E - Call Off Contract award

The Supplier must complete the grey boxes in this section.

The Supplier must complete details in the signature box and **sign** before submitting a Short Form Tender Response.

The Customer must complete and sign this section to award a Call Off Contract to the successful Supplier.

The Supplier's response should be attached to the Order Form as Annex B

Section A

General information

This Order Form is issued in accordance with the provisions of the Network Services Framework Agreement RM1045.

The Supplier shall supply the Services specified in this Order Form to the Customer on and subject to the terms of this Order Form, the appendices to this Order Form, as completed by the Customer, Annex A and Annex B and the Call Off Terms (together referred to as the "Call Off Contract") for the duration of the Call Off Contract Period.

For a Short Form Further Competition the following appendices may apply to the Call Off Contract:

Appendix 1 - Testing

Annex 2 Test Certificate
Annex 3 Satisfaction Certificate

- to be completed by both Parties as required throughout the life of the Call Off Contract, where Testing has been requested in section B of this Order Form.

Reference: Direct Award and Short Form Further Competition Call Off Terms, Schedule 4

Appendix 2 - Variation Form

- to be used, if required, by both Parties throughout the life of the Call Off Contract.

Reference: Direct Award and Short Form Further Competition Call Off Terms, Schedule 12

Appendix 3 - MOD DEFCONS

- to be completed, if required, by the Customer before the issue of this Order Form to Suppliers to request a Short Form Tender Response.
- the Customer shall then select and refine the DEFCONS or DEFFORMs from the tables in this appendix throughout the life of the Call Off Contract as required.

Reference: Direct Award and Short Form Further Competition Call Off Terms, Schedule 15

The Call Off Terms that will apply to the Call Off Contract are as specified in the Direct Award and Short Form Further Competition Call Off Terms (Framework Schedule 4, part 2).

Customer details

Customer Organisation name

Department of Health and Social Care

Customer billing address

Your organisation's billing address, please ensure you include a postcode
39 Victoria Street, London, SW1H 0EU

Customer Representative

The name of your point of contact for this requirement

Customer Representative

Please provide full address details, email address and telephone number

Department of Health & Social Care, 39 Victoria Street, Westminster, London, SW1H 0EU

Supplier details

Supplier name

The Supplier organisation name, exactly as it appears on the Framework Agreement. A document listing all Supplier names and registered addresses has been provided for Customers on the agreement web page.

Telefónica UK Limited

Supplier address

The Supplier's registered address
260 Bath Road, Slough, Berkshire, SL1 4DX

Supplier Representative

The name of the Supplier point of contact for this requirement

[REDACTED]

Supplier reference number

A unique number provided by the Supplier at the time of the Short Form Tender Response. This number should be reported in the financial MI return.

RM1045

Section B

Details of the requirement

The following details form the basis of a request for a Short Form Tender Response which will be used to award a Call Off Contract.

Suppliers must refer to the Customer Statement of Requirements when preparing their Short Form Tender Response.

Lot covered by this requirement

Lot 6

Customer project reference

Please provide a project reference, this will be used in Management Information provided by Suppliers to assist CCS with Framework management.

Bravo Reference: ITT_101

Customer Statement of Requirements (SoR) reference

Please complete a SoR and attach it to this Order Form, please provide the reference number of your SoR.

Attachment 3 - Service Description and Pricing, Attachment 7- Award Questionnaire

Closing date for Supplier responses

07/03/2018

Last price paid

Please provide the expenditure in the last full financial year by your organisation covering the services being replaced by this Call Off Contract (if applicable). Please provide any relevant details to explain the figure.

N/A

Call Off Commencement Date

The Call Off Commencement Date is the date of dispatch of this Order Form, following signature by the Customer. This date can be found in section E of this Order Form.

Expected Call Off Commencement Date

Please provide an indication of the planned Call Off Commencement Date. This will assist Suppliers in preparing their bid, but if provided is for guidance only.

10/12/2018

Call Off Initial Period

Any period in Months, up to the maximum Call Off Initial Period of 60 Months

24 Months, with options to extend for up to two further twelve-month periods (2+1+1).

Call Off Extension Period

The maximum Call Off Extension Period is 24 Months

24 Months

Implementation Plan required?

Tick as required. See clause 6 of the Call Off Terms

Yes No

Quality Plan required?

Tick as required. See clause 8 of the Call Off Terms

Yes No

Please note

Selecting, or ticking 'yes' to any of the following options may have cost implications and limit the ability of some Suppliers to respond to your request for a Short Form Tender Response.
Please ensure you read the guidance (How complete a short form further competition order form') which is available on our agreement web page. Details of the implications and risks of the following options are outlined in this guidance.

Testing required?

Tick as required. See clause 9 of the Call Off Terms
If Testing is required the forms attached at appendix 1 (Call Off Schedule 4) will be used by both Parties through the life of the Call Off Contract.

Yes No

Appointment of Key Personnel?

Tick as required. See clause 24 of the Call Off Terms

Yes No

Service Maintenance Level (SML) option

Indicate required Service Maintenance Level (SML).
See clause 10 of the Call Off Terms and Schedule 6 of the Call Off Terms

.As per Contractor's catalogue of services. For the avoidance of doubt, the Customer Authority acknowledges that it is agreeing to a bespoke service level option which is not detailed in Schedule 6 of the call-off terms.]

Bespoke Service Period

The standard period is one Month.

Please specify any different requirement here. See paragraph 4 of Call Off Schedule 6, Part A.

N/A

Additional clause "Security Measures" required?

See Call Off Schedule 13, clause 2.2.1

Yes No

Additional clause "Access to MOD Sites" required?

See Call Off Schedule 13, clause 2.2.2. Please complete appendix 3.

Yes No

Scots Law required?

Tick as required.

See Call Off Schedule 13, clause 2.1.1

Yes No

Northern Ireland Law required?

Tick as required.

See Call Off Schedule 13, clause 2.1.2

Yes No

Non-Crown Body?

Please indicate if you are a Crown or non-Crown Body.

See Call Off Schedule 13, clause 2.1.3

Crown Body Non-Crown Body

Non FOIA Public Body?

Please indicate if you are an FOIA Public Body or non-FOIA Public Body. See Call Off Schedule 13, clause 2.1.4

FOIA Public Body Non FOIA Public Body

Dispute Resolution – role

Please provide details of the role within your organisation (if different from the contact provided in section A of this form) that would deal with Disputes.

See Call Off Schedule 11, clause 3.1 for details.

N/A

Dispute Resolution - arbitration

The default location for arbitration under this framework is London. If you wish to identify a more convenient location (for you and the Supplier) you are able to do so.

See Call Off Schedule 11, clause 6.4.6

N/A

Section D Supplier response

Suppliers - use this section to provide any details that may be relevant to the Short Form Tender Response. Please ensure that, your detailed response is attached.

The Supplier response will become Annex B of this Order Form.

Commercially Sensitive Information

Commercially Sensitive Information relating to the Supplier, its IPR or its business, or which the Supplier is indicating to the Customer that, if disclosed by the Customer, would cause the Supplier significant commercial disadvantage or material financial loss.

Key Personnel

Please see Customer details in section B to confirm if required. See clause 24 of the Call Off Terms for details

| Key Role | Key Personnel Name | Key Personnel telephone number | Key Personnel email address |
|----------|--------------------|--------------------------------|-----------------------------|
| N/A | N/A | N/A | N/A |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Complaint handling

Please provide details of a single contact who will be responsible for Complaint handling as detailed in clause 53 of the Call Off Terms.

| | |
|---------------------|--|
| Name of key contact | |
| Job role | |
| Telephone number | |
| Email address | |
| Postal address | |

Dispute Resolution - Supplier

Please provide details of the role within your organisation that would deal with Disputes (if different from the contact given above). See Call Off Schedule 11, clause 3.1 for details.

N/A- Please see above

Supplier Equipment

Please detail any equipment that will be necessary to provide the Services requested by the Customer. See clause 29 of the Call Off Terms

N/A

Performance Monitoring & Reporting

Please provide details (3.1.1 to 3.1.5) as required in part B of Call Off Schedule 6, paragraph 1.2.

Clause 10 and Call Off Schedule 6 of the Call Off Terms shall not apply to this Call Off Contract

Total contract value

Please provide an estimated total contract value (for the Call Off Initial Period) as detailed in your attached response to the Customer's Statement of Requirements.

The total contract value can not be accurately stated as there is an element of usage and potential to purchase devices and Managed Services under this agreement. However the estimated total contract value is £1,547,000.00. For clarity, this is not a committed spend and is based on projected services available to the Customer. The Charges are as per the Supplier SSO for Mobile Services with the exception of the variations stated in the Call Off Schedule 3.

Please provide a summary breakdown of the total contract value.

N/A

Section E
Call Off Contract award

This Call Off Contract is awarded in accordance with the provisions of the Network Services Framework Agreement RM1045.

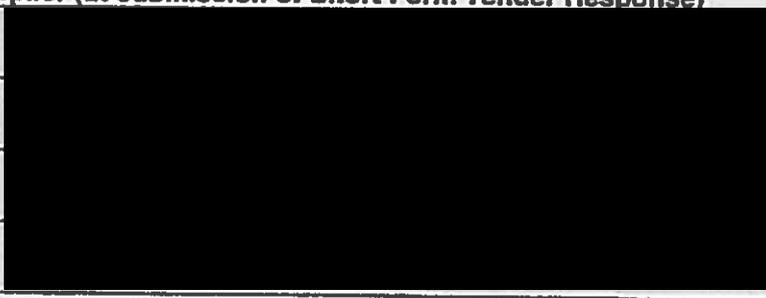
The Supplier shall supply the Services specified in this Order Form to the Customer on and subject to the terms of this Order Form, the appendices to this Order Form, as completed by the Customer, Annex A and Annex B and the Call Off Terms (together referred to as the "Call Off Contract") for the duration of the Call Off Contract Period.

Call Off Contract Commencement Date

The commencement date of the Call Off Contract will be the date of dispatch of this signed Order Form by the Customer to the successful Supplier in accordance with Framework Schedule 5 (Call Off Procedures) paragraph 8 (Call Off Award Procedure).

SIGNATURES

For and on behalf of the Supplier (at submission of Short Form Tender Response)

| | | |
|----------------|---|--|
| Name |  | |
| Job role/title | | |
| Signature | | |
| Date | | |

For and on behalf of the Customer (at Call Off Contract award)

| | | |
|------------------|--|--|
| Name |  | |
| Job role/title | | |
| Signature | | |
| Date of dispatch | | |

Please note that if an Order Form is submitted, the terms and conditions of the Framework Agreement will apply. For more information, please refer to the Framework Agreement at agreements.cabinetoffice.gov.uk/contracts/rm1045 should be used.

Please see the documents tab, and refer to Suppliers by lot, this document also provides an email address for each supplier.

For Supplier use

Unique Call Off Contract Identifier

A unique Order reference number provided by the Supplier at the time of Call Off Contract award. This number must be reported in the financial MI return.

RM1045

Section E Call Off Contract award

This Call Off Contract is awarded in accordance with the provisions of the Network Services Framework Agreement RM1045.

The Supplier shall supply the Services specified in this Order Form to the Customer on and subject to the terms of this Order Form, the appendices to this Order Form, as completed by the Customer, Annex A and Annex B and the Call Off Terms (together referred to as the "Call Off Contract") for the duration of the Call Off Contract Period.

Call Off Contract Commencement Date

The commencement date of the Call Off Contract will be the date of dispatch of this signed Order Form by the Customer to the successful Supplier in accordance with Framework Schedule 5 (Call Off Procedures) paragraph 8 (Call Off Award Procedure).

SIGNATURES

For and on behalf of the Supplier (at submission of Short Form Tender Response)

| | | |
|----------------|--|--|
| Name | | |
| Job role/title | | |
| Signature | | |
| Date | | |

For and on behalf of the Customer (at Call Off Contract award)

| | |
|------------------|--|
| Name | |
| Job role/title | |
| Signature | |
| Date of dispatch | |

Please note that if an Order Form is sent to a supplier by post, the postal address provided on the agreement web page <http://ccs-agreements.cabinetoffice.gov.uk/contracts/rm1045> should be used.

Please see the documents tab, and refer to Suppliers by lot, this document also provides an email address for each supplier.

For Supplier use

Unique Call Off Contract Identifier

A unique Order reference number provided by the Supplier at the time of Call Off Contract award. This number must be reported in the financial MI return.

RM1045

ANNEX A: STATEMENT OF REQUIREMENTS

Attachment 7 – Award Questionnaire

Contents

| | |
|---|-----------|
| ATTACHMENT 7 – AWARD QUESTIONNAIRE | 10 |
| ANNEX A - AWARD QUESTIONNAIRE..... | 12 |
| APPENDIX A – CONFIDENTIAL/COMMERCIALY SENSITIVE INFORMATION..... | 13 |
| APPENDIX B - ADMINISTRATIVE INSTRUCTIONS | 25 |
| APPENDIX C – PARENT COMPANY GUARANTEE..... | 27 |
| APPENDIX D – CONFLICTS OF INTEREST | 16 |
| APPENDIX E – FORM OF TENDER..... | 18 |

- **INTRODUCTION**

- You must complete the AQ and all the relevant Appendices contained in this document and submit using the Department's e-Sourcing portal.
- The evaluation will be carried out using your responses to this Questionnaire using the award criteria, guidance and scoring matrix set out in *Attachment 5- Evaluation Guidance*.

Annex A - Award Questionnaire

AWARD QUESTIONS

| Question | Q1 | Weight | 25% | Word Limit | 500 |
|-------------------|--|--------|-----|------------|-----|
| Subject | Handset Delivery | | | | |
| Question | Please outline your proposed approach and detail how the handsets element of the requirement will be delivered? | | | | |
| Response Guidance | This response is scored and evaluated and will be used to contextualise the Potential Provider's response. | | | | |
| Question | Q2 | Weight | 25% | Word Limit | 500 |
| Subject | Network - Service Delivery | | | | |
| Question | Please outline your proposed approach and detail how the network/service element of the requirement will be delivered? | | | | |
| Response Guidance | This response is scored and evaluated and will be used to contextualise the Potential Provider's response. | | | | |
| Question | Q3 | Weight | 25% | Word Limit | 500 |
| Subject | Value for Money (VFM) | | | | |
| Question | Please demonstrate how your proposed approach to delivery of the overall requirement provides value for money? | | | | |
| Response Guidance | This response is scored and evaluated and will be used to contextualise the Potential Provider's response. | | | | |
| Question | Q4 | Weight | 25% | Word Limit | 500 |
| Subject | Contingency - Business Continuity | | | | |
| Question | Please outline contingency plans which allow for business continuity in relation to on boarding (number porting) and off boarding? | | | | |
| Response Guidance | This response is scored and evaluated and will be used to contextualise the Potential Provider's response. | | | | |

| Potential Provider Response / Additional commentary |
|---|
| <p>Click here to enter text.</p> |

Appendix A – Confidential/Commercially Sensitive Information

General

- All the information that we provide as part of this Contract may be regarded as the Authority's Confidential Information.
- The Contractor considers that the type of information listed in Table 3 below is Confidential Information and the type of information listed in Table 4 is Commercially Sensitive Information.

Table 1 Types of Information that the Potential Provider considers to be Confidential

| Information considered confidential (include page/paragraph number) | Section of FOIA under which exemption is sought | Reason for exemption | Dates between which exemption is sought |
|---|---|----------------------|---|
| | | | |
| | | | |
| | | | |

Table 2 Types of Information that the Potential Provider considers to be Commercially Sensitive

| Information considered confidential (include page/paragraph number) | Section of FOIA under which exemption is sought | Reason for exemption | Dates between which exemption is sought |
|---|---|----------------------|---|
| | | | |
| | | | |
| | | | |

Appendix B - Administrative Instructions

Authorisation

- THE PERSON SHOWN BELOW PERSON SHALL ACT AS THE AUTHORITY'S REPRESENTATIVE ON ALL MATTERS RELATING TO THE CONTRACT:

| | |
|-----------------|---|
| Name | [REDACTED] |
| Contact Details | Department of Health & Social Care, 39 Victoria Street, Westminster, London, SW1H 0EU |

- THE AUTHORITY'S REPRESENTATIVE MAY AUTHORISE OTHER OFFICERS TO ACT ON THEIR BEHALF.

Notices

- ANY NOTICE THE SUPPLIER WISHES TO SEND THE AUTHORITY SHALL BE SENT IN WRITING TO THE AUTHORITY'S REPRESENTATIVE AT THE ADDRESS SHOWN IN PARAGRAPH 0 ABOVE.
- ANY NOTICE THE AUTHORITY WISHES TO SEND THE SUPPLIER SHALL BE SENT IN WRITING TO THE CONTRACTOR'S REPRESENTATIVE AT THE ADDRESS SHOWN IN PARAGRAPH 0 BELOW.

Address for Invoices and Credit Notes

- ALL INVOICES AND CREDIT NOTES FOR THE DEPARTMENT SHALL BE SENT TO DIRECTLY TO ACCOUNTS PAYABLE (AP) QUOTING A VALID PURCHASE ORDER NUMBER (PO).

Department of Health Accounts Payable
mb-paymentqueries@dh.gsi.gov.uk
39 Victoria Street, London, SW1H 0EU

- N.b. Invoices and credit notes must be sent to Accounts Payable at the above address. Invoices must not be sent to the Authority's Representative.

Correspondence

- All correspondence to the Authority except that for or relating to invoices shall be sent to the following address:

| | |
|-----------------|---|
| Name | [REDACTED] |
| Contact Details | Department of Health & Social Care, 39 Victoria Street, Westminster, London, SW1H 0EU |

- All correspondence to the Supplier shall be sent to the following address:

| | |
|-----------------|------------|
| Name | [REDACTED] |
| Contact Details | [REDACTED] |

Appendix C – Parent Company Guarantee

- **POTENTIAL PROVIDERS SHOULD PROVIDE A COPY OF THIS FORM ONLY IF A PARENT COMPANY GUARANTEE (PCG) IS REQUIRED. THIS SHOULD BE PROVIDED ON APPROPRIATE LETTER-HEADED PAPER AND AS A SEPARATE DOCUMENT.**
 - **THOSE ORGANISATIONS THAT DO NOT REQUIRE A PCG (TO DEMONSTRATE FINANCIAL STANDING) TICK THIS BOX:**
-

PROVISION OF Mobile Phones and Supporting Service

- **WITH REFERENCE TO THE TENDER FOR THE ABOVE SERVICES SUBMITTED BY [INSERT NAME OF CONTRACTOR] (HEREINAFTER REFERRED TO AS "THE CONTRACTOR"), AS A CONDITION PRECEDENT FOR AND IN CONSIDERATION OF THE SECRETARY OF STATE FOR HEALTH, (HEREINAFTER REFERRED TO AS "THE AUTHORITY") ENTERING INTO A CONTRACT (HEREINAFTER REFERRED TO AS "THE CONTRACT") WITH THE CONTRACTOR FOR THE ABOVE SERVICES, WE, AS THE CONTRACTOR'S ULTIMATE HOLDING COMPANY DO HEREBY ENTER INTO THE FOLLOWING UNCONDITIONAL AND IRREVOCABLE UNDERTAKINGS WITH THE AUTHORITY.**
- These undertakings being on condition that the Authority enters into the Contract with the Contractor for the above services and in consideration of the same:
 - ..1 The Contractor shall perform all its obligations contained in the Contract;
 - ..2 If the Contractor shall in any respect fail to perform the said obligations contained in the Contract or commits any breach thereof we shall ourselves perform on simple demand by the Authority, or take whatever steps may be necessary to achieve performance of the obligations under the Contract of the Contractor, and shall indemnify and keep indemnified the Authority against any loss, damages, costs and expenses howsoever arising from the said failure or breach for which the Contractor may be liable;
 - ..3 We shall not be discharged or released from our undertakings hereunder by any waiver or forbearance by the Authority, whether as to payment, time, performance or otherwise;
 - ..4 This guarantee shall be unconditional and irrevocable and shall continue in force, notwithstanding any variations or additions to or deletions from the scope of services to be performed under the Contract, until all the Contractor's obligations thereunder have been performed; and,
 - ..5 This document shall be construed and take effect in accordance with English Law and, furthermore, we submit to the jurisdiction of the English Courts.

Completed by: [Click here to enter text.](#) **Position:** [Click here to enter text.](#)

Name: [Click here to enter text.](#) **Date:** [Click here to enter text.](#)

For and on behalf of insert the name of the Potential Provider's ultimate parent-holding company

Appendix D – Conflicts of Interest

- **POTENTIAL PROVIDERS HAVE A CONTINUING DUTY TO DISCLOSE ACTUAL OR POTENTIAL CONFLICTS OF INTEREST IN RESPECT OF ITSELF, ITS NAMED SUB-CONTRACTORS AND / OR CONSORTIA MEMBERS.**
- Please describe any (potential) conflicts of interest that the Potential Provider has identified and how these will be managed*:

Potential Provider Response / Additional commentary

[Click here to enter text.](#)

Guidance to Potential Providers:

You should describe in the detail the perceived conflict (how it could be perceived in the context of this procurement) and the measures it will take to mitigate the conflict through the procurement life-cycle and service delivery.

If you DO NOT have any conflicts to declare, please tick this box:

***Potential Providers are reminded that failure to identify material conflicts of interest may lead to rejection of its tender response.**

Appendix E – Form of Tender

Declaration for the supply of Mobile Phones and Supporting Service

- **HAVING EXAMINED THE PROPOSED CONTRACT COMPRISING OF:**

Invitation to Tender – Attachment 3 (Description of Services)

Invitation to Tender – Attachment 4 (Network Services Framework Agreement Call off Terms - Contract);

Invitation to Tender – Attachment 6 (Award Questionnaire)

Invitation to Tender – Attachment 3 (Includes Pricing Matrix)

as enclosed in the ITT response dated [INSERT DATE]. We do hereby tender against the requirements, and terms and conditions of the proposed Contract.

- We undertake to keep the tender open for acceptance by the Authority for a period of one hundred and twenty (120) days from the deadline for receipt of tenders.

- We declare that this is a bona fide tender, intended to be genuinely competitive, and that we have not fixed or adjusted the amount of the tender by, or under, or in accordance with, any agreement or arrangement with any other person. We further declare that we have not done, and we undertake that we will not do, any of the following acts prior to award of this Contract:

..1 Collude with any third party to fix the price of any number of tenders for this Contract;

..2 Offer, pay, or agree to pay any sum of money or consideration directly or indirectly to any person for doing, having done, or promising to be done, any act or thing of the sort described herein and above.

- We agree that the Authority may disclose the Contractor's information/documentation (submitted to the Authority during this Procurement) more widely within Government for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes.

- Unless and until the Potential Provider and the Authority have executed a formal agreement, the Authority's acceptance of this tender with all its enclosures shall not constitute a binding contract between us. We understand that you are not bound to accept the lowest price, or any, tender.

- Name of person duly authorised to sign tenders:

-
-

Date: [Click here to enter text.](#)

Signed: [Click here to enter text.](#)

In the capacity of: [Click here to enter text.](#)

- - **duly authorised to sign tenders for and on behalf of:** [Click here to enter text.](#)

- By completing this Declaration and submitting your tender, you have agreed that the statements in this Form of Tender are correct.

ANNEX B: SUPPLIER RESPONSE

Annex B

**Department of Health & Social Care
Invitation to Tender**

Title: Supply of Mobile Phones and Supporting Service

Reference: ITT_101

**Framework: Network Services – Mobile Voice and Data Services
(RM1045/L6)**

1 Annex A - Award Questionnaire

AWARD QUESTIONS

| Question | Q1 | Weight | 25% | Word Limit | 500 |
|-------------------|--|--------|-----|------------|-----|
| Subject | Handset Delivery | | | | |
| Question | Please outline your proposed approach and detail how the handsets element of the requirement will be delivered? | | | | |
| Response Guidance | This response is scored and evaluated and will be used to contextualise the Potential Provider's response. | | | | |
| Response | <p>Telefonica UK's (O2), approach to mobile service delivery is about providing a great user experience, which just works and lets our customers do what they do best.</p> <p>To achieve this, we first need to establish the requirements, using one of two methods :</p> <ol style="list-style-type: none"> 1. Mobile Maturity Assessment – A consultative, in-depth study of how your business utilises mobility. Workforce profiling and activity study, applications/systems used, overlaid with the corporate objectives and aspirations for your mobile requirements. The study is concluded with a detailed mobile strategy report. 2. High Level Requirements Capture – Less detailed, but never the less an effective engagement to establish the customer requirements. <p>Once the requirements are understood, the handset(s) can be selected in accordance with OS, pricing and operational attributes. There are two provision options.</p> <ol style="list-style-type: none"> 1. Provide the handsets to the customer for self-set up 2. O2 Managed Logistics, to pre-prepare the handsets. <p>We propose to offer option 2, which we provide for NHS England and NHS Digital.</p> <p>The device build will be designed in accordance with the device OS, incorporating Apple DEP or Android for Enterprise, integrating into the MDM platform to enable auto configures when the handset is turned on.</p> <p>The handset provisioning process is profiled between customer and the O2 Project Manager and will take into account the requirements of office and field based staff, how they will pick up their new handset/SIM and return their existing handset.</p> <p>Now that staff have their handsets, should there be a device fault or damage, the problem is reported</p> | | | | |
| Question | Q2 | Weight | 25% | Word Limit | 500 |
| Subject | Network - Service Delivery | | | | |

| | |
|----------|--|
| Question | Please outline your proposed approach and detail how the network/service element of the requirement will be delivered? |
|----------|--|

| | |
|-------------------|--|
| Response Guidance | This response is scored and evaluated and will be used to contextualise the Potential Provider's response. |
|-------------------|--|

Response

[Redacted] We have the largest customer base, with 32 million users, (O2, giffgaff, Tesco, Sky and others) utilising our network. We've included an overview below, to enable DoHSC to understand how O2 and other providers deliver their service, and why O2 selected their mobile network and spectrum strategy.

O2 Frequency Spectrum Strategy

[Redacted]

Mobile services are offered in different frequencies, but O2 opted for the lower frequency spectrum, giving O2 customers the best network coverage and experience. The mobile spectrum used in the UK is as follows:

- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]

uSwitch awarded O2 the Best Network 2018 and is a testament to our network strategy and achieving 98% indoor population coverage before the end of 2017.

O2 Cell Enhancements

[Redacted]

Deployment of 3G@900Mhz

[Redacted]

Cornerstone Telecommunications Limited
In 2012, O2 and Vodafone formed a 50/50 joint venture to consolidate network tower and mast infrastructures. With a single grid of 18,500 masts, this increased sites by more than 40% for each operator. We use both O2 and Vodafone masts to deploy our 3G@900Mhz and 4G@800Mhz services.

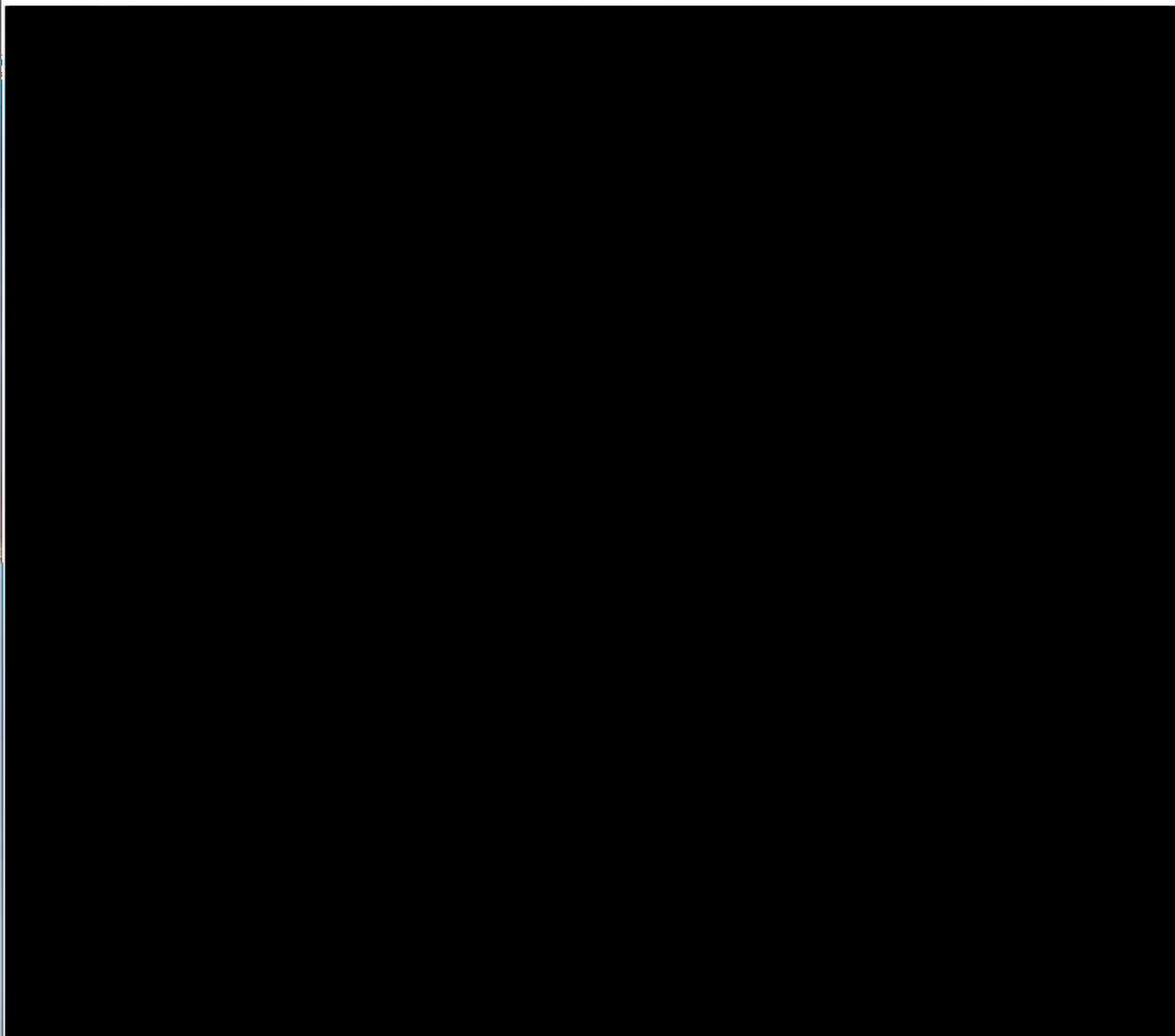
[Redacted]

| | | | | | |
|----------|----|--------|-----|------------|-----|
| Question | Q3 | Weight | 25% | Word Limit | 500 |
|----------|----|--------|-----|------------|-----|

| | |
|--------------------------|---|
| Subject | Value for Money (VFM) |
| Question | Please demonstrate how your proposed approach to delivery of the overall requirement provides value for money? |
| Response Guidance | This response is scored and evaluated and will be used to contextualise the Potential Provider's response. |

Response

O2 is pleased to see VFM, referenced by the DoHSC as the term value by definition includes not just the price, but instead incorporates broader aspects, which can save money and improve service and efficiency. The following response incorporates the additional value for money, the DoHSC would receive, if O2 was to be selected:



| Question | Q4 | Weight | 25% | Word Limit | 500 |
|--------------------------|---|---------------|------------|-------------------|------------|
| Subject | Contingency – Business Continuity | | | | |
| Question | Please outline contingency plans which allow for business continuity in relation to on boarding (number porting) and off boarding? | | | | |
| Response Guidance | This response is scored and evaluated and will be used to contextualise the Potential Provider's response. | | | | |

Response

Contingency planning is about ensuring that the process that is to be undertaken i.e. porting to O2; is planned and supported correctly. In addition, if there is a problem, then there is a robust plan of action in place to overcome the issue. The response below, describes O2's approach:

Ensuring the right people are at hand

[Redacted]

Ensuring Staff can book a convenient time

[Redacted] In conjunction, we can also run a text campaign, to remind and advise users to book their appointment. We can work with local coordinators in a department, to manage the experience.

Porting Management

The port day by itself is normally extremely uneventful.

[Redacted]

| O2 SIM | Incumbent SIM | User continues to use Incumbent SIM, until is inactive (coverage bars disappear) | O2 SIM | Incumbent SIM |
|---------------------------------------|---------------------------------|--|------------------------------|---------------------------------|
| Can start to make outbound calls only | Unchanged and continues to work | | Able to make & Receive Calls | Unable to make or receive calls |

Exception Handling

- [Redacted]
- Although we advise users they should not be abroad on their port day, we are conscious that plans can change and users can forget. For that reason we have the implementation administration team on standby to support users who may be abroad.

2 Appendix A – Confidential/Commercially Sensitive Information General

- All the information that we provide as part of this Contract may be regarded as the Authority's Confidential Information.
- The Contractor considers that the type of information listed in Table 3 below is Confidential Information and the type of information listed in Table 4 is Commercially Sensitive Information.

Table 3 Types of Information that the Potential Provider considers to be Confidential

| Information considered confidential (include page/paragraph number) | Section of FOIA under which exemption is sought | Reason for exemption | Dates between which exemption is sought |
|---|---|----------------------|---|
| N/A | N/A | N/A | N/A |
| | | | |
| | | | |

Table 4 Types of Information that the Potential Provider considers to be Commercially Sensitive

| Information considered confidential (include page/paragraph number) | Section of FOIA under which exemption is sought | Reason for exemption | Dates between which exemption is sought |
|---|---|----------------------|---|
| N/A | N/A | N/A | N/A |
| | | | |
| | | | |

3 Appendix A – Confidential/Commercially Sensitive Information

General

- All the information that we provide as part of this Contract may be regarded as the Authority's Confidential Information.

Appendix B - Administrative Instructions

Authorisation

- The person shown below shall act as the Authority's Representative on all matters relating to the Contract:

| | |
|------------------------|---|
| Name | [REDACTED] |
| Contact Details | Department of Health & Social Care, 39 Victoria Street, Westminster, London, SW1H 0EU |

- The Authority's Representative may authorise other officers to act on their behalf.

Notices

- Any Notice the Supplier wishes to send the Authority shall be sent in writing to the Authority's Representative at the address shown in paragraph 0 above.
- Any notice the Authority wishes to send the Supplier shall be sent in writing to the Contractor's Representative at the address shown in paragraph 0 below.

Address for Invoices and Credit Notes

- All invoices and credit notes for the Department shall be sent to directly to Accounts Payable (AP) quoting a valid Purchase Order number (PO).

Department of Health Accounts Payable
mb-paymentqueries@dh.gsi.gov.uk
39 Victoria Street, London, SW1H 0EU

N.b. Invoices and credit notes must be sent to Accounts Payable at the above address. Invoices must not be sent to the Authority's Representative.

Correspondence

All correspondence to the Authority except that for or relating to invoices shall be sent to the following address:

| | |
|------------------------|---|
| Name | [REDACTED] |
| Contact Details | Department of Health & Social Care, 39 Victoria Street, Westminster, London, SW1H 0EU |

All correspondence to the Supplier shall be sent to the following address:

| | |
|------------------------|------------|
| Name | [REDACTED] |
| Contact Details | [REDACTED] |

4 Appendix C – Parent Company Guarantee

- Potential Providers should provide a copy of this form only if a Parent Company Guarantee (PCG) is required. This should be provided on appropriate letter-headed paper and as a separate document.
- Those organisations that DO NOT require a PCG (to demonstrate financial standing) tick this box:

PROVISION OF Mobile Phones and Supporting Service

- With reference to the tender for the above services submitted by [Telefonica UK] (hereinafter referred to as "the Contractor"), as a condition precedent for and in consideration of The Secretary of State for Health, (hereinafter referred to as "the Authority") entering into a contract (hereinafter referred to as "the Contract") with the Contractor for the above services, we, as the Contractor's ultimate holding company do hereby enter into the following unconditional and irrevocable undertakings with the Authority.

These undertakings being on condition that the Authority enters into the Contract with the Contractor for the above services and in consideration of the same:

The Contractor shall perform all its obligations contained in the Contract;

If the Contractor shall in any respect fail to perform the said obligations contained in the Contract or commits any breach thereof we shall ourselves perform on simple demand by the Authority, or take whatever steps may be necessary to achieve performance of the obligations under the Contract of the Contractor, and shall indemnify and keep indemnified the Authority against any loss, damages, costs and expenses howsoever arising from the said failure or breach for which the Contractor may be liable;

We shall not be discharged or released from our undertakings hereunder by any waiver or forbearance by the Authority, whether as to payment, time, performance or otherwise;

This guarantee shall be unconditional and irrevocable and shall continue in force, notwithstanding any variations or additions to or deletions from the scope of services to be performed under the Contract, until all the Contractor's obligations thereunder have been performed; and,

This document shall be construed and take effect in accordance with English Law and, furthermore, we submit to the jurisdiction of the English Courts.

Completed by:

[REDACTED]

Position:

[REDACTED]

Name:

[REDACTED]

Date:

[REDACTED]

For and on behalf of Telefonica Spa

5 Appendix D – Conflicts of Interest

- Potential Providers have a continuing duty to disclose actual or potential conflicts of interest in respect of itself, its named sub-contractors and / or consortia members.

Please describe any (potential) conflicts of interest that the Potential Provider has identified and how these will be managed*:

Potential Provider Response / Additional commentary

Click here to enter text.

Guidance to Potential Providers:

You should describe in the detail the perceived conflict (how it could be perceived in the context of this procurement) and the measures it will take to mitigate the conflict through the procurement life-cycle and service delivery.

If you DO NOT have any conflicts to declare, please tick this box:

*Potential Providers are reminded that failure to identify material conflicts of interest may lead to rejection of its tender response.

6 Appendix E – Form of Tender

Declaration for the supply of Mobile Phones and Supporting Service

- Having examined the proposed Contract comprising of:

Invitation to Tender – Attachment 3 (Description of Services)

Invitation to Tender – Attachment 4 (Network Services Framework Agreement Call off Terms - Contract);

Invitation to Tender – Attachment 6 (Award Questionnaire)

Invitation to Tender – Attachment 3 (Includes Pricing Matrix)

as enclosed in the ITT response dated [5th March 2018]. We do hereby tender against the requirements, and terms and conditions of the proposed Contract.

We undertake to keep the tender open for acceptance by the Authority for a period of one hundred and twenty (120) days from the deadline for receipt of tenders.

We declare that this is a bona fide tender, intended to be genuinely competitive, and that we have not fixed or adjusted the amount of the tender by, or under, or in accordance with, any agreement or arrangement with any other person. We further declare that we have not done, and we undertake that we will not do, any of the following acts prior to award of this Contract:

- Collude with any third party to fix the price of any number of tenders for this Contract;
- Offer, pay, or agree to pay any sum of money or consideration directly or indirectly to any person for doing, having done, or promising to be done, any act or thing of the sort described herein and above.

We agree that the Authority may disclose the Contractor's information/documentation (submitted to the Authority during this Procurement) more widely within Government for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes.

Unless and until the Potential Provider and the Authority have executed a formal agreement, the Authority's acceptance of this tender with all its enclosures shall not constitute a binding contract between us. We understand that you are not bound to accept the lowest price, or any, tender.

Name of person duly authorised to sign tenders:

Date: [REDACTED]

Signed: [REDACTED]

In the capacity of: Mr [REDACTED] Health and Social Care Practice

duly authorised to sign tenders for and on behalf of: Telefonica UK Ltd

By completing this Declaration and submitting your tender, you have agreed that the statements in this Form of Tender are correct.

APPENDIX 1 TO ANNEX B - MOBILE TERMS

(Including terms for the Voice Services and/or Mobile Data Services)

The following additional terms and conditions apply to the provision of the Mobile Services.

1 DEFINITIONS

In these Mobile Terms, in addition to those terms set out in the Call Off Contract, the following terms and expressions apply:

| TERM / EXPRESSION | MEANING |
|------------------------------|---|
| "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; |
| "Data Connection" | means any connection and/or communication between Devices by which data is either transmitted and/or received; |
| "Device" | means Equipment or other mobile device, capable of incorporating a SIM Card; |
| "Europe Zone" | means the countries listed as being included in the Europe Zone on the O2 Website as updated by the Supplier 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; |
| "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 this Call Off Contract; |
| "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 this Call Off Contract; |
| "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 this Call Off Contract; |
| "Minimum Period" | means the minimum number of months a particular Service or instance of a Service must be in operation for which, unless specified otherwise in the Charges Schedule, shall be 36 months from the Service Commencement Date; |
| "Mobile Equipment" | has the meaning set out in the Mobile Equipment Terms and which shall, for the avoidance of doubt, constitute "O2 Equipment"; |
| "Mobile Data Services" | means the Mobile Services under which the Supplier 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 these Mobile Terms and the Service Schedules; |
| "Mobile Terms" | means this document entitled "Mobile Terms"; |
| "Network" | means the Supplier Network and the network of any Third Party used by the Supplier to supply the Services, as applicable; |
| "New Connection" | (including New SIM Only Connections and New Connections With Device) means a new SIM Card which connects to the Network under this Call Off Contract which was not immediately prior to this Call Off Contract connected to the Network except where the SIM Cards were formerly provided to the Customer by means of a Reseller; |
| "New Connection With Device" | means a New Connection in conjunction with which the Supplier is providing a Device at the New Connection rate for Mobile Equipment specified in Annex 1 to Call Off Schedule 3 or on the O2 Website; |
| "New SIM Only Connection" | means a New Connection in conjunction with which the Supplier is not providing a Device at the New Connection rate for Mobile Equipment specified in Annex 1 to Call Off Schedule 3 or on the O2 Website; |

| TERM / EXPRESSION | MEANING |
|----------------------------------|---|
| "O2 Website" | means www.o2.co.uk; |
| "Reseller" | means any Third Party acting as an agent or distributor on behalf of the Supplier; |
| "Re-Sign Connection" | (including Re-Sign SIM Only Connections or Re-Sign Connections With Device) means the transfer of a SIM Card which was, immediately prior to this Call Off Contract, connected under an agreement between the Supplier (directly, and not via a third party); |
| "Re-Sign Connection With Device" | means the transfer of a SIM Card which was, immediately prior to this Call Off Contract, connected under an agreement between the Supplier (directly, and not via a third party) and the Customer and in conjunction with which the Supplier is providing Mobile Equipment; |
| "Re-Sign SIM Only Connection" | means the transfer of a SIM Card which was, immediately prior to this Call Off Contract, connected under an agreement between the Supplier (directly, and not via a Third Party) and the Customer, and in conjunction with which the Supplier is not providing Mobile Equipment at the New Connection rate for Mobile Equipment specified in Annex 1 to Call Off Schedule 3 or on the O2 Website; |
| "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 Customer's Call Off Contract; |
| "SIM Card" | means a subscriber identity module card supplied to the Customer by the Supplier and which, for the avoidance of doubt, is included in the definition of O2 Equipment in this Call Off Contract; |
| "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; |
| "Supplier Representative" | means a representative of the Supplier and which includes a representative of the Supplier's suppliers; |
| "User" | means Customer Employees, subcontractors, agents or anyone else who is permitted by the Customer to use the Service; |
| "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 the Supplier to business customers, the details of which appear on the O2 Website; and |
| "Voice Services" | means the Mobile Services under which the Supplier supplies the Customer with Airtime enabling the Customer to make and receive mobile voice calls and SMS texts on the Network. |

2 MOBILE SERVICE STANDARDS

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 SIMS CARDS AND NUMBERS

- .1 Where the Customer is not already a customer of the Supplier, the Supplier 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.
- .2 The Supplier shall:
 - a) provide to the Customer such mobile numbers as are necessary for the Customer to receive the Mobile Services; or
 - b) port mobile numbers from another mobile network in accordance with standard porting procedures between mobile networks in the United Kingdom.
- .3 Nothing in this Call Off Contract 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 Call Off Contract.

4 CHARGES

- .1 Unless otherwise stated in Annex 1 to Call Off Schedule 3 or on the O2 Website the following apply to UK domestic calls:
 - a) call prices are quoted by the minute;
 - b) the duration of each call shall be measured in whole seconds, any part second will be rounded up to the next whole second;
 - c) 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.

Full details of international and roaming call Charges (including rounding policies) are available at www.o2.co.uk.

- .2 The Customer acknowledges that roaming calls may take longer to be billed than other types of calls.
- .3 The Supplier may monitor the Customer's usage of the Mobile Services for the purpose of controlling the Supplier's credit risk and the Customer's exposure to fraudulent usage.
- .4 The Customer will be liable for any Charges incurred as a result of unauthorised use of the Mobile Services (including any SIM Card) until the Supplier has received a request from the Customer to suspend the provision of such Mobile Services.

5 DISCONNECTION OF SIM CARDS

- .1 The Customer may serve on the Supplier a disconnection notice in respect of a SIM Card(s) at any time.
- .2 The Supplier will, within 30 days from receipt of a disconnection notice, disconnect the relevant SIM Card(s) from the Mobile Services.
- .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 Annex 1 to Call Off Schedule 3), the Customer will pay to the Supplier any applicable Termination Fee.

6 OBLIGATIONS OF THE CUSTOMER

- .1 The Customer shall notify the Supplier 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 it notifies the Supplier.
- .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;
 - b) not, without the prior written consent of the Supplier which may be withheld at the Supplier'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 the Supplier's reasonable instructions relating to health, safety, security and use of the Network; and
 - e) comply with any applicable fair use policy that the Supplier may issue from time to time.
- .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.
- .4 The Customer agrees that in respect of SMS and MMS, the Supplier 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 the Supplier.
- .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 Call Off Contract to another tariff except where the Supplier at the Supplier's absolute discretion agrees to do so and confirms such a change in writing to the Customer.

- .6 the Supplier 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 the Supplier 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 Call Off Contract during any period of suspension.

7 VALUE ADDED SERVICES

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

8 CUSTOMER EQUIPMENT

- .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) the Supplier may choose not to provide the Customer with the Affected Services; and
 - c) the Supplier shall have no liability for the Customer's inability to receive those Affected Services.
- .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 the Supplier; and
 - c) used by the Customer in compliance with any relevant instructions, standards and laws.

9 SUSPENSION

Planned Outages

- .1 The Supplier 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

- .2 The Supplier 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.
- .3 The Supplier shall use reasonable endeavours to restore the Services suspended in accordance with clause 9.1 or 9.2 of these Mobile Terms as soon as reasonably practicable.
- .4 The Customer shall remain liable for all Charges levied in accordance with this Call Off Contract during any period of suspension arising from the circumstances described in clause 9.1 or 9.2 of these Mobile Terms.

Actions of the Customer

- .5 The Supplier may, without prejudice to its other rights hereunder, 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 but not limited to failure to pay any Charges due hereunder); or
 - b) if the Customer allows anything to be done which in the Supplier'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 the Supplier and/or a supplier of the Supplier.
- .6 If the Supplier has suspended the Services in accordance with clause 9.5 above, the Supplier shall restore the Services when the circumstance described in clause 9.5 above is remedied.
- .7 The Customer shall remain liable for:
- c) all Charges levied in accordance with the Call Off Contract during any period of suspension; and

- d) all reasonable costs and expenses incurred by the Supplier in the implementation of such suspension or disconnection,

where such suspension or disconnection arises from the circumstances described in clause 9.5 of these Mobile Terms.

Actions of O2's suppliers

- .8 The Supplier may, without prejudice to its other rights hereunder, suspend or terminate a Service if a supplier to the Supplier suspends, terminates or lets expire the provision of services to the Supplier which the Supplier requires to provide such Service and for which the Supplier is unable to find a replacement supplier, having used its reasonable endeavours. The Supplier will provide as much notice as is reasonably possible.

Actions by regulators

- .9 The Supplier 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.

APPENDIX 2 TO ANNEX B - MOBILE EQUIPMENT TERMS

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

1 DEFINITIONS

In these Mobile Equipment Terms, in addition to those terms set out in the Call Off Contract, 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 and which cannot be used without Mobile Equipment in connection with Mobile Services; |
| "Mobile Equipment" | means any phones and related items (including, but not limited to USB modems and phone chargers packaged along with a phone) or other equipment provided by the Supplier to the Customer under this Call Off Contract for use in connection with the Mobile Services and which, for the avoidance of doubt, is included in the definition of Equipment in this Call Off Contract; and |
| "Mobile Equipment Terms" | means this document entitled "Mobile Equipment Terms". |

2 USE OF MOBILE EQUIPMENT

The following additional terms and conditions shall apply to the provision by the Supplier to the Customer of Mobile Equipment specified in Annex 1 to Call Off Schedule 3 as well as any Mobile Equipment ordered pursuant to an order placed pursuant to this Call Off Contract.

3 ORDERS

- .1 The Customer shall be entitled to place with the Supplier an order for any Mobile Equipment identified by the Supplier from time to time.
- .2 The Supplier's acceptance of an order is subject to availability and the Supplier may reject any order without any liability to the Customer. In the event that the Supplier accepts an order, that order will be processed accordingly. Any order, once accepted by the Supplier, may not be revoked by the Customer.
- .3 The Supplier reserves the right to add to, substitute, or to discontinue any item of Mobile Equipment at any time. The Supplier does not guarantee the continuing availability of any particular item of Mobile Equipment.

4 DELIVERY, ACCEPTANCE AND RISK

- .1 The Supplier will deliver the Mobile Equipment to the address specified on the completed order provided that address is within the United Kingdom.
- .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 the Supplier 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.
- .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 the Supplier or its suppliers.

5 TITLE IN THE MOBILE EQUIPMENT

- .1 Title to an item of Mobile Equipment shall pass to the Customer once the Supplier has received payment in full for such items. Such payment includes where the Customer uses the Transformation Fund for payment. Mobile Equipment may be "latched" such that they can only be used on O2's Network. In the event that Mobile Equipment is latched to the O2 Network, then upon request the Supplier will provide an unlatching code at no Charge.

6 OBLIGATIONS OF THE CUSTOMER

- .1 The Customer will, and shall take all reasonable steps to ensure that its employees will pay the standard charges levied by the Supplier from time to time applicable to repair work on Mobile Equipment which is outside (in scope or time) the warranty provided under this Call Off Contract.
- .2 the Supplier reserves the right to bar service to any Mobile Equipment supplied under this Call Off Contract to which the Supplier retains title where in the Supplier's reasonable opinion that Mobile Equipment is not being used in a manner which the Supplier would expect including but not limited to where the Mobile Equipment is:
 - a) used in conjunction with a SIM Card connected to a tariff other than one which the Customer has ordered under this Call Off Contract;
 - b) used in conjunction with a SIM Card allocated to any other O2 customer's account;
 - c) used solely or predominantly on a roaming basis; or
 - d) (or the SIM Card supplied in conjunction with such Mobile Equipment is) not used on the Network within 45 days from the date of despatch by the Supplier, or during any other period of 30 consecutive days;unless the Supplier and the Customer have agreed otherwise.
- .3 At the Customer's expense, the Customer shall return to the Supplier any Mobile Equipment that has been barred pursuant to clause 6.2 of these Mobile Equipment Terms and to which the Supplier retains title In the event that the Customer fails to return any such Mobile Equipment within two (2) weeks of written notice from the Supplier to do so, then the Customer agrees to pay the Supplier the price set out in the Replacement section of the O2 Website from time to time for such Mobile Equipment.
- .4 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 their Mobile Equipment Software is maintained on the latest version may result in performance issues which the Supplier shall not be liable for.

7 WARRANTIES

- .1 The Supplier warrants that each item of Mobile Equipment will conform in all material respects to the manufacturer's specification for a period of 12 months from the date on which such item of Mobile Equipment is despatched to the Customer by the Supplier (a "Warranty Period") unless special conditions associated with certain Mobile Equipment apply.
- .2 The Supplier warrants that any Software will conform in all material respects to the manufacturer's specification for a period of three months from the date on which such Software is despatched to the Customer by the Supplier (a "Warranty Period") unless special conditions associated with certain Software apply.
- .3 If, within the relevant Warranty Period the Customer notifies the Supplier 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 the Supplier shall, at the Supplier's option either: repair the faulty Mobile Equipment or Software; or, 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. 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: a) three months from the date on which the replacement Mobile Equipment or Software is despatched to the Customer; or b) the outstanding period of the original Warranty Period.
- .4 The warranty obligations set out in clause 7.3 of these Mobile Equipment Terms shall not apply in the event that a person has amended or damaged the Mobile Equipment or Software, or used it for a purpose or in a context, other than in accordance with the Supplier's or the manufacturer's instructions and advice.
- .5 If the Customer reports a defect or fault in the Mobile Equipment or Software to the Supplier, and is provided with a replacement item pursuant to clause 7.3 above, the Supplier 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 the Supplier within 14 days of provision to the Customer of a replacement for the faulty Mobile Equipment or Software;
 - b) where the Supplier considers that the defect or fault in the Mobile Equipment or Software is caused by use, amendment or damage described in clause 7.4, above; or
 - c) where no fault or defect is detected in the Mobile Equipment or Software.

8 INSURANCE

- .1** If the Customer has purchased the O2 Insure Premier, Standard or any other applicable O2 Insure product and makes a claim under the policy for theft of the Mobile Equipment, which is approved by the insurer or an agent of the insurer, ("the Insurer") the Supplier will reimburse the Customer against the cost of unauthorised calls made on the Mobile Equipment up to the following limits:
 - a) Premier policy - up to £3,000 per item of Mobile Equipment;
 - b) Standard policy - up to £1,000 per item of Mobile Equipment;
 - c) other applicable O2 Insure policy - up to the amount the Supplier notifies the Customer in connection with that product. In each case these figures include any taxes and network or service provider charges.
- .2** In return:
 - a) the Customer agrees to provide the Insurer with an itemised account from its network or service provider clearly showing the unauthorised calls made and their value within 2 months of the Customer's discovery of the theft of the Mobile Equipment;
 - b) the Customer agrees to notify the Insurer of the theft of the Mobile Equipment as required by the terms of the Premier, Standard or any other applicable O2 Insure policy (as the case may be) in force at the time of the theft and the Customer agrees to notify the Supplier of the theft of the Mobile Equipment when it notifies the Insurer under the Premier, Standard or other applicable O2 Insure policy; and
 - c) the Customer agrees that the same exclusions set out in the Premier, Standard or any other applicable O2 Insure policy (as the case may be) in force at the time of the theft apply, and where they do the Supplier will not reimburse the Customer for the cost of the unauthorised calls.

APPENDIX 3 TO ANNEX B - O2 JUST CALL ME SERVICE SCHEDULE

The following terms and conditions apply to the provision of the O2 Just Call Me Service.

1 DEFINITIONS

In this Service Schedule, in addition to those terms defined in the Call Off Terms, the Mobile Terms and the Mobile Equipment Terms the following terms and expressions apply:

| TERM / EXPRESSION | MEANING |
|---------------------------|---|
| "O2 Just Call Me App" | means the O2 Just Call Me application, which is available to download on Android, iOS and Windows platforms and its IP and associated server settings |
| "O2 Just Call Me Service" | means the O2 Just Call Me audio conferencing service as detailed at www.o2.co.uk/o2justcallme |
| "Licence" | means the end user licence agreement required to use the O2 Just Call Me Service |
| "Subscription" | means the subscription required in order to purchase Licences for the O2 Just Call Me Service |

2 O2 Just Call Me Service

- 2.1 The O2 Just Call Me Service enables each Customer who holds a Licence to schedule and host conference calls using the O2 Network. It does this by enabling multiple inbound calls which are directed to the chair person's mobile number. Participants join the conference call by dialling the chair person's mobile number.
- 2.2 The Subscription to use the O2 Just Call Me Service requires the Customer to connect and maintain a minimum of one (1) Licence for the Minimum Period of the Subscription.
- 2.3 Subject to 2.2, the Customer may add or remove any number of Licences.
- 2.4 All Licences will continue to roll over on a monthly basis until the Subscription is terminated by the Customer in accordance with Clause 3.
- 2.5 Some services or tariffs, including but not limited to TuGo, are not compatible with the O2 Just Call Me App. You will not be able to use the O2 Just Call Me App whilst you have an incompatible service or tariff connected to your mobile phone.

3 TERM AND TERMINATION

- 3.1 Unless otherwise stated, the O2 Just Call Me Service is available to purchase with a Minimum Period of 30 days. The Customer will continue to be charged the monthly Rental Charge until the Customer cancels the Subscription to the O2 Just Call Me Service in accordance with clause 3.2.
- 3.2 Subject to the anything contrary agreed between the parties, the Customer can choose to cancel the O2 Just Call Me Service at any time upon 30 days written notice. For clarity, the Customer will be charged the monthly Rental Charge during any such notice period.

4 CUSTOMER OBLIGATIONS

- 4.1 Provision of the O2 Just Call Me Service is subject to the Customer:
 - (a) complying at all times with the provisions of this Service Schedule; and
 - (b) paying the Charges in accordance with the Call Off Contract.
- 4.2 Customer shall comply with any reasonable instructions given to it from time to time by the Supplier concerning the O2 Just Call Me Service.
- 4.3 In order to place an order for the O2 Just Call Me Service, the Customer must contact their Supplier account manager or customer service team. The Supplier will provision the Customer's account and send them a text message containing details of the links to download the Just Call Me App.

5 SUPPORT

the Supplier will provide the Customer with first line support for the O2 Just Call Me Service 24x7x365 via telephone by calling 0800 977 7337. Technical product support will be available 24x7x365. Support relating to billing queries will be available Monday-Friday 8am-9pm, Saturday 8am-8pm, and Sunday 8am-6pm.

6 CHARGES

The Customer will be charged for the O2 Just Call Me Service on a monthly basis.

Where applicable, the Charges for the O2 Just Call Me Service and any applicable minimum commitments (including details of any Minimum Period and/or Termination Fees) will be as set out in Annex 1 to Call Off Schedule 3 and if not set out in Annex 1 to Call Off Schedule 3 will be as set out on the O2 web site at: www.o2.co.uk

In addition to any Charges for the O2 Just Call Me Service, the Customer may incur Charges incidental to using the O2 Just Call Me Service, for example, Charges for Internet access, data & voice roaming, and other data transmission Charges. Such Charges will be charged in accordance with the Customer's mobile airtime agreement.

7 LIMITATIONS

The Supplier will use reasonable care in providing the O2 Just Call Me Service; however, the Supplier does not warrant that the O2 Just Call Me Service will be error free.

8 END USER LICENSE AGREEMENT (EULA)

The Customer must adhere to the EULA for the O2 Just Call Me Service which can be located at the following web page <http://www.o2.co.uk/termsandconditions/business/end-user-license-agreement-for-the-o2-just-call-me-service>

9 CHANGES TO THE TERMS

The Supplier reserves the right to vary the terms of this Service Schedule from time to time in order to accommodate future changes to the O2 Just Call Me Service. The Supplier will give the Customer at least 28 days' notice in writing of any such change.

1 DEFINITIONS AND INTERPRETATION

.1 In this Service Schedule, in addition to those terms defined in the Call Off Contract, the Mobile Terms and the Mobile Equipment Terms, the following terms and expressions apply:

| TERM / EXPRESSION | MEANING |
|-----------------------------|--|
| “Administrator” | means a designated Customer contact who is responsible for managing the Service on behalf of the Customer; |
| “Aggressive Signaling” | means where a Device is repeatedly attempting to contact an APN service on the O2 mobile data network for which its SIM has not provisioned, and thereby generating excessive traffic to the detriment of other users; |
| “Asavie” | means Asavie Technologies Limited; |
| “APN” | means the Access Point Name service provided by the Supplier to Asavie which enables Devices to connect to the Service over the O2 3G/4G mobile data network; |
| “Device” | means any device (mobile or fixed) that uses a SIM, with a configurable APN, as part of its communication protocols, as outlined in Appendix 2; |
| “End User” | means an employee of the Customer that has been designated to be within scope of the Service; |
| “EULA” | means the Asavie End User License Agreement terms of use for the Service, as set out in Appendix 4; |
| “Exclusion” | means a specific element or service of a Device or the O2 network that is considered to be “out of scope” or rendered non-operational due to the implementation of the Service; |
| “LO Triage” | means the initial evaluation and identification of a potential issue with the service; |
| “MODA Trial Proposal” | means the document that outlines the primary Customer contact information and the criteria by which a successful Trial will be judged; |
| “Service” | means the Asavie MODA service, as described in Appendix 1, which includes the Software; |
| “Service Commencement Date” | means the date from which the Customer receives the chargeable Service; |
| “Software” | means the software which is part of the Service, and is described in Appendix 1; |
| “Support Handbook” | means a document that is supplied to the Customer which outlines key processes with regards to the support offered as part of the Service; |
| “Trial” | means an initial period of 30 days during which the Customer will receive the Service free of charge for a specified number of End Users in order to assess the Service. |

.2 The headings in this Call Off Contract are for ease of reference only and shall not affect its construction.

2 MOBILE SERVICE

.1 This Service is a “Mobile Service” and the Mobile Terms will apply to this Service.

3 CUSTOMER DEPENDENCIES

- .1 The Customer acknowledges and agrees that the provision of the Service is subject to the Customer:
- .2 complying at all times with the provisions of this Call Off Contract;
- .3 complying at all times with the provisions of the EULA, which the Administrator shall accept before using the Service;
- .4 paying the Charges in accordance with Annex 1 to Call Off Schedule 3;
- .5 having in place the necessary technical requirements, systems, capacities and facilities as set out in Appendix 2 or advised by the Supplier from time to time. the Supplier shall not be required to supply the Service if the Customer does not have such requirements, systems, capacities and/or facilities; and
- .6 ensuring that the SIM card has been provisioned and the Device APN has been configured in accordance with Appendix 2.

- .7 The Customer can undertake a 30 day Trial prior to the deployment of the Service in accordance with the provisions of Appendix 2. Prior to completion of the Trial, the Customer shall notify the Supplier in writing whether or not it wishes to proceed to full Service deployment. If the Customer wishes to proceed, the Service shall be fully deployed in accordance with this Call Off Contract and the Customer shall pay the Charges for the Service as set out in Annex 1 to Call Off Schedule 3 from the Service Commencement Date. If the Customer does not wish to proceed to full Service deployment the Customer shall, at the end of the Trial period, immediately cease using the Service unless agreed otherwise in writing.

4 EXCLUSIONS

.1

5 CHARGES

- .1 The Charges for the Service are set out in Annex 1 to Call Off Schedule 3.

6 SERVICE SUPPORT

- .1 Support for the Service shall be performed in accordance with Appendix 3. Support is offered on a helpdesk-to-helpdesk basis, with the Customer expected to manage L0 Triage prior to escalation to either [REDACTED] or the Supplier.

7 DOCUMENTATION

- .1 In respect of any documentation supplied to the Customer relating to the Service, the Devices or the Software, the Customer shall have the right to copy, reproduce and generally use this documentation for the purposes of using the Services, the Devices (if any) and the Software (if any) but the Customer shall not be entitled to copy, reproduce or use the documentation for any other reason or for disclosure to any third parties.

APPENDIX ONE

SERVICE OVERVIEW

- a) [REDACTED]
- b) The Service requires:
- i) An individual SIM being provisioned with the appropriate APN;
 - ii) The inputting of an appropriate APN on the Device; and
 - iii) Registering of individual SIMs within the MODA system.
- c) Some Devices require multiple APN's for services to operate effectively. Any data transfer utilising APN's other than those listed within Appendix 2 will not be subject to the policies implemented through the Service and are an Exclusion.
- d) [REDACTED] will be liable for any data overage charges that occur due to any of the above requirements being incorrectly implemented or data being carried on a non-MODA APN.
- e) The key features of MODA are:
- i) Enterprise secure self-management - the Customer can access a secure web based tool to manage each Device profile within their enterprise that is registered to the Service;
 - ii) Usage statistics through the web portal;
 - iii) Flexible 'Department' Functions - Devices can be managed individually or as a group / department;
 - iv) Flexible Control Points - controls can be implemented for all mobile data communication using an internet policy engine that can be configured with different rules for each department. The controls can also support different rules when the Device roams to a different mobile network;
 - v) Support of any mobile data network which can support the Asavie APN;
 - vi) Real Time - changes to controls are implemented immediately; and
 - vii) Business Intelligence - solution includes granular insights into how the mobile data is being used, assisting tariff adjustment for users / user groups.
- f) MODA™ online portal is distinguished into 2 parts:
- i) [REDACTED]
 - ii) [REDACTED]

APPENDIX TWO SERVICE - TECHNICAL REQUIREMENTS

DEVICE COMPATIBILITY

- a) The Service is provisioned to a SIM and can be enabled on any Device with a configurable APN, including, but not limited to:
 - i) Mobile phones and tablets
 - ii) Laptops
 - iii) Mobile hotspot devices
 - iv) USB modems
 - v) Routers
 - vi) Operating Systems include:
 - vii) Apple iOS
 - viii) Android
 - ix) Microsoft Windows

b)

SERVICE TRIAL AND IMPLEMENTATION

- a) Prior to implementation of the Service the Customer will first undertake a Trial of the Service with the Supplier.
- b) The Customer shall:
 - i) Support the Trial and implementation of the Service;
 - ii) Identify an Administrator and identify the End Users and Devices and notify the Supplier with a list of Customer numbers to be provisioned for the Service;
 - iii) Modify the selected Device(s) APNs either manually or through the Customer's Mobile Device Management solution, if available; and
 - iv) Ensure any applications requiring pre-existing APNs configured in the Devices are not rendered inoperable by enabling the MODA APN setting on the Device.
- c) the Supplier shall:
 - i) Support the Trial and implementation of the Service;
 - ii) Provide Asavie with a list of Customer mobile numbers, End User names and Device types; and
 - iii) Upon instruction by the Customer as per section 2 above, re-provision existing O2 SIMs with the required MODA APN.
- d) Asavie shall:
 - i) Support the Trial and implementation of the Service;
 - ii) Configure and create a Customer account for use by the Customer's MODA Administrator;
 - iii) Provide the Customer with a secure username and password to access the Service; and
 - iv) Configure the Customer's Service with the specified user phone numbers as instructed in section 3 above.
- e) The Customer acknowledges and agrees that in order to deploy the Service a SIM card must be provisioned and a Device APN must be changed as noted below.
- f) Settings required are:
 - i) APN Name: MODA (if required, can be any name you prefer)
 - ii) APN URL: vpn.amylan.co.uk (if SIM is on a 3G tariff)
 - iii) APN URL: vpn.amylan (if SIM is on a 4G tariff)
 - iv) Username: iosmoda2
 - v) Password: iosmoda2
- g) The Customer acknowledges and agrees that upon completion of a successful Trial, as defined and agreed within the 'MODA Trial Proposal' document, it shall:
 - i) Receive continued access to the Service for those End-Users involved in the Trial until the Service is implemented.
 - ii) Ensure that all End-Users who will be registered on the Service are made aware of the scope of the Service and the policies to which they will be added.

- h) Provision of support for the Service during the Trial phase will be on a reasonable endeavours basis only. The Support provisions detailed in Appendix 3 will apply once implementation of the Service has been completed and the initial Devices have been connected to the MODA Service for 48 hours.**

APPENDIX THREE - SUPPORT SCHEDULE

O2 Enterprise Support Desk – network and connectivity issues

- a) The Supplier is responsible for support in relation to Device and network connectivity only.
- b) All support requests in relation to MODA must be directed to the Asavie customer service team.
- c) In the event of a connectivity issue, the Customer agrees for Asavie to be added to the Customer O2 profile allowing [REDACTED] to interface directly with the O2 helpdesk for queries related the operation of the MODA Service only. [REDACTED] shall not make fundamental changes to the Service including, but not limited to, ordering of new Services or Devices on behalf of the Customer, changes to any network tariff or alterations to any billing information.

Asavie Customer Service

- a) The information below outlines Asavie support team availability during and out of business hours.
- b) [REDACTED] support is offered on a helpdesk-to-helpdesk basis and the Customer must ensure their helpdesk is trained so that they are able to offer L0 Triage on all queries as set out within the Support Handbook.
- c) All times below are in Greenwich Mean Time (GMT) and British Summer Time (BST) when in effect. Note GMT is used below to refer to both.

Business Hours Support

| | |
|------------|----------------------------------|
| Incidents: | P1-P4 |
| Periods: | Monday to Friday: 09:00 to 18:00 |
| Contact: | Telephone: [REDACTED] |
| E-mail: | [REDACTED] |

Out of Hours Logging of Critical Incidents - P1 Only

- a) For out of hours urgent (P1) issue reporting the Customer should contact the out of hours helpdesk by telephone, using the detailed provided below.
- b) The caller will be asked to provide the following information:
 - i) Company name
 - ii) Contact name
 - iii) Contact phone number
 - iv) Contact email address
 - v) Brief description of the problem with the current impact to services
 - vi) What is the priority or criticality level of this issue
- c) The caller will then be contacted by a Service Engineer who will take further details on the issue and commence work on restoration of the Service.

Out of Hours Helpdesk

| | |
|------------|---|
| Incidents: | P1 only |
| Periods: | Monday-Friday 18:00-09:00 Saturday & Sunday Public Holidays |
| Contact: | Telephone [REDACTED] <For critical P1 issues do not email> |

Out of Hours Logging of Non-Critical Incidents – P2, P3 and P4

- a) For out of hours non-urgent (P2/P3/P4) issue reporting the Customer should contact the Asavie support desk via email, using the details provided below.
- b) In order to ensure an efficient response please contact the Asavie helpdesk by email including the following information:
 - i) Company name
 - ii) Contact name
 - iii) Contact phone number

- iv) Contact email address
- v) Brief description of the problem
- vi) Priority level of the issue

| | |
|------------|---|
| Incidents: | P2, P3 and P4 |
| Periods: | Monday-Friday 2200-0900 Saturday & Sunday Public Holidays |
| Contact: | E-mail support at [REDACTED] |

c) The helpdesk team will respond during the next business day.

Asavie Event Severity Levels

| Priority Levels | Definition |
|-----------------|--|
| P1 | CRITICAL DEFECT – Defined as the entire Asavie MODA service being unusable, causing immediate and significant business impact affecting ALL users. Not applicable to single user issues or subsets. |
| P2 | MAJOR DEFECT - A significant, but not immediately critical, part of the Asavie MODA Service is unusable, creating some business impact and affecting multiple users, (e.g. >10%). No single user issues |
| P3 | MINOR DEFECT - Disruption of a single element of the Asavie MODA product, e.g. single user issue |
| P4 | NON SERVICE AFFECTING DEFECT - Non-urgent or cosmetic problems for the Asavie MODA Service, queries, causing inconvenience only. |

APPENDIX FOUR - END USER LICENCE AGREEMENT

- a) The EULA for MODA is available at <http://modasupport.asavie.com/service-support/>. Please check online for the latest version of the EULA.
- b) The Administrator is required to accept the EULA online before utilising the Service online portal for the first time.
- c) The Administrator, by accepting the EULA, accepts the terms and conditions outlined within the EULA on behalf of the Customer and all End Users associated to MODA through the online portal.

1 DEFINITIONS AND INTERPRETATION

- .1 In this Service Schedule, in addition to those terms defined in the Call Off Contract, the Mobile Terms and the Mobile Equipment Terms, the following terms and expressions apply

| TERM / EXPRESSION | MEANING |
|--------------------|---|
| “Administrator” | means a designated Customer contact who is responsible for managing the Service on behalf of the Customer; |
| “Device” | means any device (mobile or fixed) that uses a SIM, as part of its communication protocols, as outlined in Appendix 2; |
| “End User” | means an employee of the Customer that has been designated to be within scope of the Service; |
| “EULA” | means the Check Point End User License Agreement terms of use for the Service, as set out in Appendix 4; |
| “Exclusion” | means a specific element or service of a Device or the O2 network that is considered to be “out of scope” or rendered non-operational due to the Implementation of the Service; |
| “L0 Triage” | means the initial evaluation and identification of a potential issue with the Service; |
| “SandBlast Mobile” | means the product SandBlast Mobile from Check Point Technologies (UK) Ltd; |
| “Service” | means the SandBlast Mobile service from Check Point, as described in Appendix 1, which includes the Software; |
| “Software” | means the software which is part of the Service, and is described in Appendix 1; |
| “Support Handbook” | means a document that is supplied to the customer which outlines key processes with regards to the support offered as part of the Service. |

- .2 The headings in this Call Off Contract are for ease of reference only and shall not affect its construction.

2 MOBILE SERVICE

- .1 This Service is a “Mobile Service” and the Mobile Terms will apply to this Service.

3 CUSTOMER DEPENDENCIES

- .1 The Customer acknowledges and agrees that the provision of the Service is subject to the Customer:
- d) complying at all times with the provisions of this Call Off Contract;
 - e) complying at all times with the provisions of the EULA, which the Customer shall accept before using the Service;
 - f) paying the Charges in accordance with Annex 1 to Call Off Schedule 3; and
 - g) having in place the necessary technical requirements, systems, capacities and facilities as set out in Appendix 2 or advised by the Supplier from time to time. The Supplier shall not be required to supply the Service if the Customer does not have such requirements, systems, capacities and/or facilities.

4 CHARGES

- .1 The Charges for the Service are set out in Annex 1 to Call Off Schedule 3.

5 SERVICE LEVELS

- .1 Support for the Service shall be performed in accordance with Appendix 3. Support is offered on a helpdesk-to-helpdesk basis. The Customer shall manage L0 Triage prior to initial escalation to the Supplier.

6 DOCUMENTATION

- .1 The Supplier may supply to the Customer documentation relating to the Services, the Devices or the Software. In such circumstances the Customer shall have the right to copy, reproduce and generally use this documentation for the purposes of using the Services, the Devices (if any) and the Software (if any) but the Customer shall not be entitled to copy, reproduce or use the documentation for any other reason or for disclosure to any third parties.

APPENDIX ONE
SERVICE OVERVIEW



APPENDIX TWO

SERVICE TECHNICAL REQUIREMENTS

Hardware, Operating Systems and Responsibilities

- The Service can be used on, but not limited to:
 - Mobile phones and tablets
- Operating Systems include:
 - Apple iOS
 - Android
- The Customer will:
 - Identify an Administrator and identify the End Users and Devices.
 - Ensure that any Administrator is trained as to how to identify issues with the SandBlast Mobile Service.
 - Ensure that all End Users have the relevant application installed on their Device and that they have required username and password.
- The Supplier shall:
 - Provide L1 Support for SandBlast Mobile during the hours outlined within Appendix 3.
 - Escalate any issues that it cannot resolve through the L1 Helpdesk.
- Check Point shall:
 - Configure and create a Customer account for use by the Customer's SandBlast Mobile Administrator.
 - Ensure that all issues escalated through the O2 L1 Helpdesk will respond within the timelines set out within Appendix 3.
 - Resolve any issues that are designated as P1 issues or issues that are escalated from the O2 L1 Helpdesk.

APPENDIX THREE SUPPORT SCHEDULE

O2 Enterprise Support Desk – Network and Connectivity Issues

The Supplier is responsible for support in relation to Device and network connectivity only. Please refer to the O2 Service Charter for SLA's on Device and network service connectivity support.

Supplier support is offered on a helpdesk-to-helpdesk basis and the Customer helpdesk should be trained so that they are able to offer L0 Triage on all queries, prior to any contact being made with the O2 L1 Helpdesk.

O2 Customer Support

The information below outlines the Supplier's support team availability during and out of business hours.

Supplier support is offered on a helpdesk-to-helpdesk basis and the Customer helpdesk must be trained so that they are able to offer L0 Triage on all queries.

All times below are in Greenwich Mean Time (GMT) and British Summer Time (BST) when in effect. Note GMT is used below to refer to both.

Business Hours Support

| | |
|------------|-------------------------------|
| Incidents: | P1-P4 |
| Periods: | Monday to Friday: 0700 - 2200 |
| Telephone: | |
| Email: | |
| Online: | |

Out of Hours Logging of Critical Incidents - P1 Only

- For out of hours urgent (P1) issue reporting the Customer should contact the Check Point out of hours helpdesk by telephone, using the detailed provided below.
- The caller will be asked to provide the following information:
 - Company name
 - Contact name
 - Contact phone number
 - Contact email address
 - Brief description of the problem with the current impact to services
 - What is the priority or criticality level of this issue
- The caller will then be contacted by a Service Engineer who will take further details on the issue and commence work on restoration of the Service.

Out of Hours Helpdesk

| | |
|------------|---|
| Incidents: | P1 only |
| Periods: | Monday-Friday 2200 - 0700 Saturday & Sunday Public Holidays |
| Telephone: | |
| | <For critical P1 issues do not email> |

Out of Hours Logging of Non-Critical Incidents – P2, P3 and P4

- For out of hours non-urgent (P2/P3/P4) issue reporting the Customer should contact the support desk via email or the online portal, using the details provided below;
- In order to ensure an efficient response please contact the helpdesk by email including the following information:
 - Company name
 - Contact name
 - Contact phone number

- Contact email address
- Brief description of the problem
- Priority level of the issue

| | |
|------------|---|
| Incidents: | P2, P3 and P4 |
| Periods: | Monday-Friday 2200 - 0700 Saturday & Sunday Public Holidays |
| E-mail: | [REDACTED] |
| Online: | [REDACTED] |

- The helpdesk team will respond during the next business day.

Check Point Severity Levels

| Fault Severity | Definition |
|----------------|--|
| P1 | A Service loss affecting the majority of the SandBlast Mobile base |
| P2 | A major Service degradation impacting multiple Devices |
| P3 | A degraded Service impacting a single Device |
| P4 | A non-Service effecting single Device issue or question. |

**APPENDIX FOUR
END USER LICENCE AGREEMENT**

The EULA for SandBlast Mobile is available at <https://www.checkpoint.com/support-services/software-license-agreement-limited-hardware-warranty/>. Please check online for the latest version of the EULA.
The Administrator is required to accept the EULA online before utilising the Service online portal for the first time.

APPENDIX 6 TO ANNEX B - SERVICE SCHEDULE - MANAGED LOGISTICS SERVICE

The following additional terms and conditions apply to the provision of Managed Logistics (the "Managed Service").

1 DEFINITIONS AND INTERPRETATION

- 1.1 In this Call Off Contract, in addition to those terms defined in the Call Off Terms, the Mobile Terms and the Mobile Equipment Terms, the following terms and expressions apply:

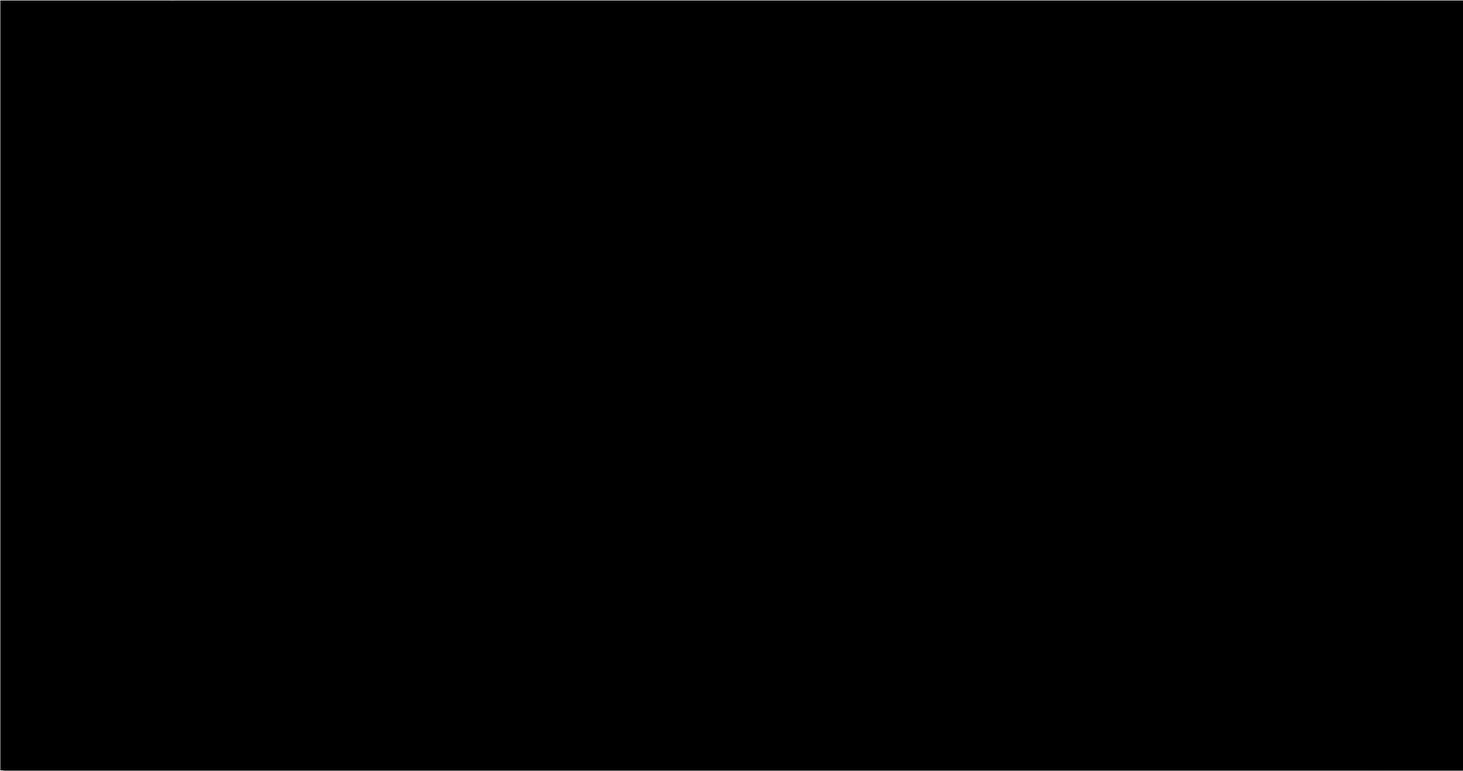
| TERM / EXPRESSION | MEANING |
|---------------------------|---|
| "Apple" | means Apple Inc; |
| "Apple Device" | means a device made by Apple which would be a DEP Device if it were to be enrolled onto the DEP Service programme; |
| "Asset Tags" | means tags that are attached to mobile Devices for useful life identification and inventory control and which are provided by the Customer to the Supplier using the Customer's own identification or naming convention; |
| "Business Applications" | means any application that forms part of the Device configuration requirements and is important to running the Customer's business; |
| Catastrophic Damage | means a unit that has been destroyed or forcibly separated into multiple pieces and cannot be repaired; |
| Catastrophic Charge | means the charge incurred to provide a replacement Device; |
| "CBD" | means the Customer Build Document that scopes the components of the Managed Service for the Deployment Only Service and, where applicable, the rules for managing the Devices in life; |
| "Change Process" | means the process by which any change to the Managed Service is requested in writing by the Customer to the Supplier, and the Supplier assesses the impact of the requested change and if agreed to by the Supplier, shall be reflected in the CBD; |
| "DEP" | means the Apple Device Enrolment Program as further set out in the DEP Service Schedule; |
| "DEP Service" | means the Apple Device Enrolment Programme described in the DEP Service Schedule; |
| "DEP Device" | means an Apple Device which has been enrolled onto the DEP Service programme via the Supplier; |
| "Delivery Manager" | means the Supplier appointed Delivery Manager who will produce and agree the Delivery Plan with the Customer, and manage the deployment of Services in line with such Delivery Plan; |
| "Deployment Only Service" | means the configuration of Devices for deployment only without the In-Life Support element, as further detailed in Appendix 1 |
| "Device Build" | means the customisation of Devices with Device specific Business Applications and settings for each Customer's organisation; |
| "Find my iPhone" | (FMIP) means a Device setting that helps the user locate and protect your <i>Apple Device</i> if it's ever lost or stolen. This setting locks the Device for the user. |
| 'Forward Logistics' | Means the configuration/kitting of Devices & despatch following an order, together with any associated data capture that has been contractually agreed |
| "Gold Build" | means a Device purchased by the Customer to test the Device build script 'end to end' to ensure that the content is both valid and accurate; |
| "MDM Platform" | means the mobile device management platform that is the administrative area dealing with deploying, securing, monitoring, integrating and managing Devices through its security policies; |
| "SDM" | means the Service Delivery Manager who is assigned to the Customer to hold and manage regular service reviews at the Supplier's request; |
| "Service Charter" | means the document entitled "O2 Managed Logistics Service" which details the service support for the Managed Service, as set out at Appendix 2. |

2 MOBILE SERVICE

- .1 The Managed Service is a "Mobile Service" and the Mobile Terms and Mobile Equipment Terms apply to this service. Where the Customer is taking the Managed Service in respect of DEP Devices then the DEP Service Schedule shall apply in respect of such DEP Devices.

3 CUSTOMER OBLIGATIONS

- .1 The Supplier shall be entitled to reject a Customer's request to provide the Managed Service at its absolute discretion.
- .2 Where the Supplier accepts a Device and agrees to provide the Managed Service, a commencement date shall only be confirmed once the Customer has complied with its obligations under this Call Off Contract.
- .3 Where Customers have already deployed the Supplier Devices, the Supplier will need to consider the process for including these Devices in the Managed Service and these may not be included from day 1. Provision of the Managed Service is subject to the Customer:

- 
- .4 The Supplier reserves the right to increase the cost or decline the work of the Forward Logistics of any device if the o/s upgrade is more than one major version.

4 SUPPORT

- .1 Where the Customer has purchased In-Life Support for Devices purchased from the Supplier, the Supplier will provide the Managed Service in accordance with the O2 Managed Logistics Service Charter set out at Appendix 2.
- .2 The O2 Managed Logistics Service Charter shall not apply where:
 - a) no In-Life Support has been purchased (i.e. Deployment Only, in which case support is provided via the Customer's designated service desk); or
 - b) the relevant Devices have not been provided by the Supplier (even where that Device is currently part of the Customer's mobile estate).
 - c) Forward Logistics has formed part of the In-Life Support Service

5 SERVICE PROVISION

- .1 the Supplier shall have no liability in respect of a failure to provide the Managed Service and achieve any service targets where such failure arises due to:
 - a) the use by the Customer of other Customer applications, programmes or software on their Devices that may adversely affect the provision of the Managed Service;
 - b) a fault on the Customer's network or own equipment configuration, or a failure by any part of the Customer's network or own equipment configuration to meet any necessary interface requirements;

- c) scheduled or notified downtime of the Managed Service;
- d) a failure in the Customer's IT infrastructure or any unplanned or planned change made to the Customer's IT infrastructure of which the Supplier has not been given adequate notice in advance;
- e) the Customer's failure to provide sufficient or accurate information to enable the Supplier to enrol the Customer's Users as part of the Customer's Device Build requirements;
- f) failure or delays by the Customer in giving the Supplier access to any necessary parts of the Customer's IT infrastructure, including but not limited to MDM Platforms, network or equipment, or any information relating to the same as the Supplier requires in order to configure Devices, resolve any issues and/or maintain the Managed Service; or
- g) failure or delays by any agent or contractor working on the Customer's behalf to fulfil its obligations.
- h) iOS Devices being returned where 'Find My iPhone' (FMiP) is still enabled.

6 INSURANCE

- 6.1 The Supplier will insure on a 'like for like' basis any loss and /or damage to physical property belonging to the Customer that is under the care, custody and control of the Supplier for the purpose of the Managed Service Boot Stock.

APPENDIX ONE

SERVICE SPECIFICATION

1 DEFINITIONS

.1 In this Service Specification the following additional terms and conditions apply:

| TERM / EXPRESSION | MEANING |
|------------------------------|--|
| "Asset Database" | means a database of all Devices held within the Managed Service that will capture shipping information every time a new Device is deployed, and in respect of In-Life Support, every time a replacement Device issued; |
| "BER" | means where a Device is beyond economic repair either by virtue of the fact it cannot be repaired or the cost of the repair exceed the Customer repair limits set out in the CBD; |
| "Boot Stock" | means a number of additional Devices purchased by the Customer from the Supplier to fulfil swap out requests for faulty or damaged Devices where In-Life Service has been purchased; |
| "Disposal" | means the basic secure destruction of a Device; |
| "In-Life Support" | means the optional in-life support element for deployed Devices that the Customer may elect to take in addition to the Deployment Only Service as further detailed below; |
| "O2 Recycle" | means the process to recycle or dispose of Devices via the O2 Recycle scheme, details of which can be found at https://www.o2recycle4business.co.uk/ ; |
| "Refurbish or Refurbishment" | means the return or restoration of the Device to Grade A standard specifications; |
| "SKU" | means the stock keeping unit code that allows the Supplier to build, identify and manage a Device and the rules associated with that Device as defined in the CBD. |

2 INTRODUCTION

The Managed Service is comprised of two options for the Customer to choose from:

.1 Deployment Only Service

The Deployment Only Service configures and dispatches Devices in bulk to match the specific needs of the Customer and their Users (for example, different screen layouts, specific APPs and MDM policies). It also includes any bespoke packaging, Device etching and Asset Tagging.

Device deployment will be managed by the Delivery Manager in line with the agreed Delivery Plan.

The O2 Managed Logistics Service Charter does not apply to the Deployment Only Service, in which case support is provided via the Customer's designated service desk and the standard Mobile Service Charter.

.2 Deployment Service with In-Life Support

This option provides the Customer with the Deployment Only Service plus In-Life Support, consisting of lifecycle management in the form of replacing faulty or damaged Devices supplied by the Supplier with preconfigured Devices that match the Customer's pre-agreed requirements. It also covers the repair of damaged or faulty Devices and holding them as Boot Stock for future use.

Where a Device cannot be repaired or the cost of the repair exceeds the Customer's limits set out in the CBD, there are options for recycling, disposal or return to the Customer. There is also a bulk returns/leavers facility, which allows Customers to return Devices for Refurbishment, before placing them back into their Boot Stock for future use.

Finally, asset management provides monthly reports about the status of each device, the number of replacements issued and any transactional charges for configuration, repairs and refurbishments.

3 IN-LIFE SUPPORT

.1 Where the Customer has purchased In-Life Support for Devices purchased from the Supplier, the Supplier will provide the Managed Service in accordance with the O2 Managed Logistics Service Charter set out at Appendix 2. The following paragraphs only apply in the event that the Customer has purchased the optional In-Life Support.

.2

.3 **Boot Stock:**

- a) Purchasing from the Supplier and at all times maintaining a sufficient level of Boot Stock to fulfil replacement requests from its Users. The Customer agrees that failure to maintain sufficient Boot Stock may result in the Supplier being unable to fulfil replacement requests for faulty or damaged Devices.
- b) Replacement Devices, including DEP Devices, must be provisioned from the Customer's pre-purchased Boot Stock and do not include any Accessories.
- c) A Boot Stock alert will be sent to your SDM when the Boot Stock falls below 50% of the threshold level detailed in the CBD.

.4 **Replacement Devices:**

- a) If a Device is deemed by the Supplier as damaged or faulty, a replacement device will be issued the next Working Day, subject to the Supplier placing the order on the Supplier ordering system by 12pm to allow sufficient time to apply the required configuration to the device as per the CBD for that Device. In some instances, the time taken to place the order on the Supplier ordering system may result in it being added after 12pm resulting in an additional Working Day for the Customer to receive the device (the "Replacement Device").
- b) It is the Customer's responsibility to provide the correct IMEI number of a DEP Device being replaced for whatever reason. The Supplier is not responsible for any DEP enrolment issues arising as a result of a Customer's failure to provide such correct IMEI number.
- c) When a Device is returned to the Supplier the User should retain the SIM card (where applicable), charger and any removable Accessories (not the battery), such as protective casing. Replacement Devices will be boxed but will not be shipped with any Accessories. Any Accessories received into the screening centre will be sent for disposal.
- d) Customers must disable the 'Find My iPhone' function on all iOS Devices, including DEP Devices, before returning the Device to the Supplier. Where this functionality has not been disabled upon receipt by the Supplier, such Device will be treated as BER and will be sent for disposal. NB: for DEP devices, these will need to be returned to Apple and a replacement device will be provided at the Catastrophic Charge.

.5 **Device repairs:**

- a) Devices will be returned to the screening centre and assessed for damage and faults. The Device will be checked to see if the fault/repair is in warranty or out of warranty:
 - i) In Warranty repairs:

If the fault is covered by warranty the Device will be wiped and repaired free of charge, but the Customer may be charged for the cost of any parts to Refurbish the Device to Grade A standard.
 - ii) Out of Warranty repairs:

Where the fault or repair is not covered by warranty it will be assessed against the Customer's repair limit. If the cost falls below that limit the Device will be wiped, repaired and buffed and cleaned or where necessary refurbished to Grade A standard. The Customer will be charged for the parts and labour of the repair and refurbishment.
 - iii) No Fault Found:

In the event that a Device has been assessed by the Supplier and no fault can be found, the Device will be wiped, buffed and cleaned or where necessary refurbished to Grade A standard and placed back into the customer Boot Stock. DEP devices will still need to be returned to Apple and a replacement device issued.
- b) If a Device has not been returned or the returned Device IMEI is not the expected model, and/or cannot be unlocked and/or it is not on the Customer's Asset Database:
 - i) an exceptions report will be created and the Device quarantined.
 - ii) a monthly report will be provided to the SDM and the Customer for further investigation and may affect the customer Boot Stock level.
 - iii) the SDM will advise the customer that the stock level has been reduced to reflect the exceptions report. The status of the Device will be updated and after 60 days if no follow on instruction has been received, the Devices held in exceptions will be sent for disposal.
- c) When a Device is repaired or Refurbished the O/S level will automatically be upgraded by the Supplier to the highest approved level of software. The Supplier cannot down-grade the O/S level.
- d) Apple Devices cannot be repaired by the Supplier but will be passed through the Apple replacement process (see below). Apple will replace the Device on a like for like basis. Customers cannot retain specific Devices.

.6 **Apple Process:**

58 PREPARED BY EP

- a) Apple Returns & Repairs: Apple devices received are screened by the Supplier and subsequently categorised as either minor or catastrophic repair (warranty or non-warranty) before being sent to Apple who provide a refurbished device in return. Charges will apply for non-warranty replacements.
- b) Minor non-warranty repair examples: Liquid damage; chips / screen cracks; hairline crack due to impact; damaged audio/lightning connector; extreme abrasion or buttons damaged; bent or split enclosure; damaged microphone/speaker grill.
- c) Catastrophic Damage non warranty examples: Disassembled units or missing parts; destroyed or forcibly separated into multiple parts; counterfeit parts; damage caused by counterfeit parts, third party parts or unauthorised modifications.

Apple DEP

- d) Where a Customer returns a DEP Device the Customer shall ensure that the DEP Device specified as faulty within the notification is the DEP Device which is returned, such DEP Device may be identified by its IMEI or Serial Number. Where the Customer fails to return the specific DEP Device for any reason, the Customer may incur the relevant Catastrophic Charge for the replacement device supplied by Apple in return. The replacement Apple Device issued will be returned to the Customer's Boot Stock.

.7 BER:

- a) If a Device cannot be repaired, has the Apple 'Find My iPhone' function enabled or the cost of the repair exceeds the pre-defined Customer limit, the Device is considered BER. The Customer has a choice on how they wish to dispose of this Device and should select the appropriate option below within the CBD. It is the customer's responsibility to register with O2 Recycle for recycle and disposal options:
 - i) Return Device to the Customer:
If a Device can be powered up and the data wiped and if the repair/Refurbishment cost exceeds the defined repair limit, the Customer can elect to have the Device returned to them. The Customer should select this option and provide a returns address as part of the CBD completion. For security purposes, if the Device cannot be wiped it will be sent to O2 Recycle for safe Disposal.
 - ii) Recycle the Device:
If a Device can be powered up and the data wiped and if the repair/Refurbishment cost exceeds the defined repair limit, the Customer can elect to recycle the Device. Credits for recycled Devices will be paid direct to the Customer via O2 Recycle.
 - iii) Disposal of the Device:
If the Customer has elected to dispose of the Device or a Device cannot be powered and the data wiped, it will be sent to O2 Recycle for safe Disposal. No credit is provided to the Customer.

NB: Apple DEP devices with FMIp enabled that are returned as part of a faulty replacement exchange, will be exchanged and charged the 'Catastrophic' rate. Furthermore as DEP device limits are set at the Catastrophic Charge, no devices will ever be Beyond Economical Repair and a replacement device will always be provided by Apple.

.8 Bulk Returns:

- a) The Customer can arrange for bulk returns via their SDM. Devices registered for the Managed Service should be returned, at the Customers expense, to the screening centre for assessment. Where possible and within Customer repair limits, Devices will be wiped and refurbished/repared to Refurbished Grade A standard and returned to the shelf as Boot Stock.
- b) Devices BER or above Customer repair limits will be disposed of in line with the Customer requirements within the CBD, with the exception of DEP Devices which will be returned via the Apple replacement process

.9 Reporting:

- a) A monthly reporting pack will be supplied to the Customer, which will include the following:
 - i) Asset Database Device Status/Summary;
 - ii) Repair/Disposal Summary by Device Type;
 - iii) Repeat Repair Summary;
 - iv) Repair Cost Summary;
 - v) Recycle Summary; and
 - vi) Disposal Summary.

4 DEPLOYMENT

- .1 The number of Devices provided to the Customer on a daily basis as part of the Deployment schedule will be agreed with each Customer and will be calculated on the overall service capacity and volumes already scheduled in by the Supplier.

APPENDIX TWO MANAGED LOGISTICS SERVICE CHARTER

1 DEFINITIONS

.1 In this Service Charter the following additional terms and conditions apply:

| TERM / EXPRESSION | MEANING |
|------------------------|---|
| "Implementation Phase" | means the implementation phase of the Managed Service commencing on the date that this Call Off Contract is entered into; |
| "In-Life Service" | means the period following the Implementation Phase during which the Managed Service is fully operational and provides the In-Life Support including Reverse Logistics; |
| "O2 Service Team" | means the mobile service team, responsible for managing the customer's mobile account; and |
| "Support Hours" | means the normal opening hours of the O2 Service Team which is Monday to Friday 0800-1800hrs. |

2 INTRODUCTION

- .1 This O2 Managed Logistics Service Charter sets out details of the support to be provided to the Customer by the Supplier for the In-Life Managed Service.
- .2 This O2 Managed Logistics Service Charter shall not apply where no In-Life Support has been purchased by the Customer (i.e. Deployment Only), no Forward Logistics have been provided as part of the service or the relevant Devices have not been provided by the Supplier.

3 SCOPE OF THE MANAGED SERVICE

- .1 The following activities form part of the Managed Service:
- a) Provision of new and replacement Devices configured as per the CBD, with a 24/48hr turnaround (non-bulk).
 - b) Screening and assessment of returned Devices
 - c) Repair and refurbishment of Devices
 - d) Return, recycle or disposal of Devices
 - e) Maintenance of a Device Asset Database
 - f) Monthly subscription and transactional billing
 - g) Monthly reporting; and
 - h) Management of the Change Process for the CBD.

4 EXCLUSIONS

- .1 The following activities do not form part of the Managed Service:
- a) Devices provisioned outside of the Supplier or not included in the Asset Database
 - b) Mobile voice and Device related queries
 - c) Hardware ordering
 - d) Billing and collections for non-Managed Service Devices.
 - e) Management of any subsequent change to user name or cost centre
 - f) Tariff and SIM changes
 - g) Any permanent on-site presence of the Supplier Employees
 - h) Management or administration of Customer operating systems; and
 - i) Third party application support.

5 SUPPORT HOURS

- .1 The Supplier will provide the Managed Service during the Support Hours only.
- .2 The Supplier shall only provide support to the Customer's designated first line support helpdesk and not directly to individual Users.

- .3 It is the Customer's responsibility to ensure that its Users are provided with full details of the appropriate escalation routes to the Customer for first line support.

DEP SERVICE SCHEDULE

1 DEFINITIONS AND INTERPRETATION

- .1 In this Agreement, in addition to those terms defined in the the Mobile Terms and the Mobile Equipment Terms, the following terms and expressions apply:

| TERM / EXPRESSION | MEANING |
|---------------------------------------|--|
| "Apple" | means Apple Inc; |
| "Apple Device" | means a device made by Apple which would be a DEP Device if it were to be enrolled onto the DEP Service programme; |
| "Apple Supervision" | means an iOS device can be supervised, to have enhanced control over the devices across a multitude of options such as additional restrictions, enhanced profile features and multiple device configurations; |
| "iOS Setup Assistant" | means the software configuration steps an End User completes when an Apple Device is first configured; |
| "DEP" | means the Apple Device Enrolment Program; |
| "DEP Requirements" | means the DEP enrolment requirements that can be found at: http://images.apple.com/business/docs/DEP_Guide.pdf and https://help.apple.com/deployment/business/?lang=en-gb ; |
| "DEP Service" | means the service of applying DEP to an Apple Device as described in this Schedule; |
| "DEP Device" | means an Apple Device which has been enrolled onto DEP; |
| "DEP Customer ID" | means the Customer's Apple DEP customer account ID number; |
| "DEP Reseller" | means the organisation authorised by Apple to apply DEP to Apple Devices which, for the purposes of this Agreement, may only be The Supplier; |
| "DEP Reseller ID" | means The Supplier's DEP Reseller account ID number being 1C99B860; |
| "MDM" | Means a "mobile device management" product; |
| "The Supplier DEP Onboarding Process" | means the requirements and process steps for a customer's first DEP order with the DEP Reseller. |

- .2 The headings in this Agreement are for ease of reference only and shall not affect its construction.

2 MOBILE SERVICE

- .1 The DEP Service involves the application of DEP to compatible Apple Devices by The Supplier.
- .2 The DEP Service assists the Customer in deploying and configuring MDM and Apple Supervision on compatible Apple Devices.

3 PRODUCT AND SUPPORT

- .1 The Supplier shall enrol the eligible Apple Devices onto DEP, however, The Supplier does not have access to and cannot manage or support the DEP portal MDM assignments or additional device management settings.
- .2 For queries relating to the successful application of the DEP Service to an eligible DEP Device, customer support will be provided by The Supplier within the business hours of 9am-6pm Monday to Friday. Additional queries or faults relating to device MDM assignment will be dealt with directly between the third party supplier (MDM supplier) and the Customer.
- .3 Any queries or faults relating to DEP account sign up and in life issues regarding the DEP Service will be dealt with between the third party supplier (Apple) and the Customer. For set-up support, contact Apple on [REDACTED] or for in-life contact Apple via email [REDACTED]. The Customer hereby agrees that The Supplier shall not be liable in respect of any matters arising out of or in respect of the service provided by Apple in relation to DEP.

4 CUSTOMER OBLIGATIONS

- .1 The Customer shall ensure that they have enrolled on DEP via [REDACTED]

The Customer shall:

- a) be responsible for ensuring it meets the DEP Requirements;
 - b) provide The Supplier with their DEP Customer ID at the point of first DEP order placement through the The Supplier DEP Onboarding Process; and
 - c) add The Supplier's DEP Reseller ID as DEP Reseller in their DEP portal and provide a screenshot of the Customer's DEP portal (as a proof of such selection). The Customer shall provide this at the first DEP order to complete DEP Onboarding with The Supplier.
- .2 Unless the Customer complies with the obligations stated in Clause 4.1, the Customer is not eligible for the DEP service and The Supplier shall not be obliged to provide the DEP Service.
 - .3 The Customer shall notify The Supplier if the Customer requires their Apple Devices to be enrolled on the DEP Service for each individual order. If the Customer does not notify The Supplier on each order, , the Apple Devices will not be enrolled on DEP.
 - .4 If the Apple Device has been turned on prior to completion of the DEP enrolment, then following completion, the Customer shall manually complete a Reset "Erase all contents and settings" on such Apple Device in order to finalise the enrolment of the DEP Service onto the Device.
 - .5 The Customer shall ensure compliance with the iOS Software License Agreement, as may be amended from time to time.
 - .6 The Customer shall disable the Find my iPhone feature on any DEP Devices returned to The Supplier in order for The Supplier/Apple to accept the returned DEP Device and process the replacement with the DEP service.

5 CHARGES

- .1 The DEP Service is provided free of charge to the Customer.

6 DEP SERVICE AND TIMINGS

- .1 Devices are usually enrolled onto the DEP Service within 1 day from the day the Apple Device is dispatched to the Customer. However, The Supplier relies on Apple's own processing timescales and therefore the Customer acknowledges and agrees that The Supplier does not guarantee, represent and/or warrant any timescales for enrolment and/or resolution of any DEP Service issues.

7 DEVICE ELIGIBILITY

- .1 Only Apple Devices running iOS7 or later which are provided by The Supplier to the Customer following completion of the The Supplier DEP Onboarding Process are eligible for the DEP Service. Devices not purchased by the Customer directly from The Supplier are not eligible for the DEP Service.
- .2 The Supplier cannot provide the DEP Service to any Apple Devices ordered from The Supplier prior to the completion of the The Supplier DEP Onboarding Process. .

8 REPLACEMENTS

- .1 The Supplier will provide a replacement DEP Device containing a transitioned DEP enrolment from the returned Device when such DEP Device is replaced during the warranty period by The Supplier, due to such Device being faulty. The Supplier will issue the replacement DEP Device directly to the End User if such request has been set out in the Customer's order.
- .2 The Supplier is not responsible for any DEP enrolment issues arising as a result of a failure to provide the DEP enrolment. In order for The Supplier to be able to accept return of a DEP Device for replacement, the Customer must provide a detailed and accurate description of the fault, damage and probable reason.
- .3 If the Customer does not meet its obligation set out in clause 4.6 of this Service Schedule, The Supplier will have no responsibility for providing the transition of the DEP Service to the replacement device.
- .4 The Customer shall use The Supplier standard Customer Service to return a DEP Device (including requests for 24 hour replacement) and no other means (including The Supplier Retail) should be used.

9 LOST OR STOLEN DEVICE

- .1 The Customer acknowledges and agrees that when the DEP Device is reported as lost or stolen, The Supplier shall bar the DEP Device from the The Supplier network.
- .2 In the event that a DEP Device is lost or stolen, it is solely the Customer's responsibility to remotely wipe the DEP Device via their account profile on the Apple DEP portal.

CALL OFF SCHEDULE 3: CALL OFF CONTRACT CHARGES, PAYMENT AND INVOICING

1. GENERAL PROVISIONS

1.1 This Call Off Schedule details:

- 1.1.1 the Call Off Contract Charges for the Services under this Call Off Contract; and
- 1.1.2 the payment terms/profile for the Call Off Contract Charges;
- 1.1.3 the invoicing procedure; and
- 1.1.4 the procedure applicable to any adjustments of the Call Off Contract Charges.

2. CALL OFF CONTRACT CHARGES

2.1 The Call Off Contract Charges which are applicable to this Call Off Contract are set out in Annex 1 of this Call Off Schedule.

2.2 The Supplier acknowledges and agrees that subject to paragraph 6 of this Call Off Schedule (Adjustment of Call Off Contract Charges), the Call Off Contract Charges cannot be increased during the Call Off Contract Period.

3. COSTS AND EXPENSES

3.1 The Call Off Contract Charges include all costs and expenses relating to the Services and/or the Supplier's performance of its obligations under this Call Off Contract and no further amounts shall be payable by the Customer to the Supplier in respect of such performance, including in respect of matters such as:

- 3.1.1 any incidental expenses that the Supplier incurs, including travel, subsistence and lodging, document or report reproduction, shipping, desktop or office equipment costs required by the Supplier Personnel, network or data interchange costs or other telecommunications charges; or
- 3.1.2 any amount for any services provided or costs incurred by the Supplier prior to the Call Off Commencement Date.

4. PAYMENT TERMS/PAYMENT PROFILE

4.1 Only where the Customer has stipulated on the Order Form during a General Further Competition Procedure, the payment terms/profile which are applicable to this Call Off Contract are set out in Annex 2 of this Call Off Schedule.

5. INVOICING PROCEDURE

5.1 The Customer shall pay all sums properly due and payable to the Supplier in cleared funds within thirty (30) days of receipt of a Valid Invoice, submitted to the address specified by the Customer in paragraph 5.5 of this Call Off Schedule and in accordance with the provisions of this Call Off Contract.

5.2 The Supplier shall ensure that each invoice (whether submitted electronically or in a paper form, as the Customer may specify):

- 5.2.1 contains:
 - (a) all appropriate references, including the unique Order reference number appended to the Order Form; and
 - (b) a detailed breakdown of the Delivered Services, including the Milestone(s) (if any) and Deliverable(s) within this Call Off Contract to which the Delivered Services relate, against the applicable due and payable Call Off Contract Charges; and
- 5.2.2 shows separately:

- (a) any Service Credits due to the Customer; and
- (b) the VAT added to the due and payable Call Off Contract Charges in accordance with Clause **Error! Reference source not found.** of this Call Off Contract (VAT) and the tax point date relating to the rate of VAT shown; and

5.2.3 is exclusive of any Management Charge (and the Supplier shall not attempt to increase the Call Off Contract Charges or otherwise recover from the Customer as a surcharge the Management Charge levied on it by the Authority); and

5.2.4 it is supported by any other documentation reasonably required by the Customer to substantiate that the invoice is a Valid Invoice.

5.3 The Supplier shall accept the Government Procurement Card as a means of payment for the Services where such card is agreed with the Customer to be a suitable means of payment. The Supplier shall be solely liable to pay any merchant fee levied for using the Government Procurement Card and shall not be entitled to recover this charge from the Customer.

5.4 All payments due by one Party to the other shall be made within thirty (30) days of receipt of a valid invoice unless otherwise specified in this Call Off Contract, in cleared funds, to such bank or building society account as the recipient Party may from time to time direct.

5.5 The Supplier shall submit invoices directly to the Customer billing address identified on the Order Form.

6. ADJUSTMENT OF CALL OFF CONTRACT CHARGES

6.1 The Call Off Contract Charges shall only be varied:

6.1.1 due to a Specific Change in Law in relation to which the Parties agree that a change is required to all or part of the Call Off Contract Charges in accordance with Clause **Error! Reference source not found.** of this Call Off Contract (Legislative Change);

6.1.2 where all or part of the Call Off Contract Charges are reduced as a result of a review of the Call Off Contract Charges in accordance with Clause **Error! Reference source not found.** of this Call Off Contract (Continuous Improvement); or

6.1.3 where all or part of the Call Off Contract Charges are reduced as a result of a review of Call Off Contract Charges in accordance with Clause **Error! Reference source not found.** of this Call Off Contract (Benchmarking);

6.2 Subject to paragraph 6.1 of this Call Off Schedule, the Call Off Contract Charges will remain fixed for the Call Off Contract Period.

7. IMPLEMENTATION OF ADJUSTED CALL OFF CONTRACT CHARGES

7.1 Variations in accordance with the provisions of this Call Off Schedule to all or part the Call Off Contract Charges (as the case may be) shall be made by the Customer to take effect:

7.1.1 in accordance with Clause **Error! Reference source not found.** of this Call Off Contract (Legislative Change) where an adjustment to the Call Off Contract Charges is made in accordance with paragraph 6.1.1 of this Call Off Schedule;

7.1.2 in accordance with Clause **Error! Reference source not found.** (Continuous Improvement) of this Call Off Contract where an adjustment to the Call Off Contract Charges is made in accordance with paragraph 6.1.2 of this Call Off Schedule;

7.1.3 in accordance with Clause **Error! Reference source not found.** (Benchmarking) of this Call Off Contract where an adjustment to the Call Off

Contract Charges is made in accordance with paragraph 6.1.3 of this Call Off Schedule

and the Parties shall amend the Call Off Contract Charges shown in Annex 1 to this Call Off Schedule to reflect such variations.

ANNEX 1: CALL OFF CONTRACT CHARGES

Where capitalised terms and phrases are used in this Schedule and not defined herein but are defined in the Call Off Contract, Terms or Service Schedules, these terms should be interpreted as set out in those documents.

1. SERVICES INCLUDED AT COMMENCEMENT DATE

The following Services shall be included in the Call Off Contract from the Commencement Date:

Mobile Services:

- Mobile Voice
- Mobile Data
- MODA
- Sandblast
- Managed Logistics

2. MINIMUM COMMITMENTS AND TERMINATION FEES

2.1. MINIMUM COMMITMENTS

The following Minimum Commitment(s) shall apply to the Services under this Call Off Contract:

Table One

| Service | Call Off Initial Period (Months) | Minimum Period (Months) | Minimum Holding | Minimum Holding Period (Months) | Contract Type | Minimum Holding Termination Fees | Minimum Period Termination Fees |
|--------------------------------|----------------------------------|-------------------------|-----------------|---------------------------------|-----------------------|----------------------------------|---|
| Mobile Voice and Data Services | █ | █ | 1,200 | 3 | Absolute Co-Terminous | Line Rental Charge | Pro Rata Claw Back of Transformation Fund |
| MODA Services | █ | █ | 1,200 | 3 | Absolute Co-Terminous | Line Rental Charge | Pro Rata Claw Back of Transformation Fund |
| Sandblast Services | █ | █ | 1,200 | 3 | Absolute Co-Terminous | Line Rental Charge | Pro Rata Claw Back of Transformation Fund |

a) Notes relating to Minimum Commitments for Mobile Services

- i) Minimum Period for New Connections - Each SIM Card provided as a New Connection must remain connected for the Minimum Period commencing on the date it is first connected.
- ii) Minimum Period for Re-Signing Connections - Each SIM Card provided as either a Re-Sign Connection with Device or a Re-Sign SIM Only Connection must remain connected for the Minimum Period which shall commence upon the Service Commencement Date.
- iii) Each Licence for the MODA Service is provided for the Minimum Period commencing on the date it is provided.
- iv) Each Licence for the SandBlast Mobile Service is provided for the Minimum Period commencing on the date it is provided.

b) Notes relating to Minimum Commitments applicable to all Services

- i) Minimum Holding Commitment(s) - The Charges set out in Annex 1 to Call Off Schedule 3 are subject to the Customer achieving the Minimum Holding within the Minimum Holding Period and maintaining the Minimum Holding for the duration of the Call Off Contract Period.



2.2. TERMINATION FEES

Termination Fees shall comprise of the following, each becoming payable by the Customer independently as and when applicable:

a) Minimum Period Charges

Where the Customer serves a disconnection notice in relation to a SIM Card or line before the SIM Card or line has served its Minimum Period then the Customer shall be liable for the Termination Fee set out in Table One for all months (including part months) unserved.

For the avoidance of doubt, where the Customer wishes to terminate the MODA Service or the SandBlast Mobile Service prior to the expiry of the Minimum Period, no refund will be payable to the Customer for Charges already paid for the MODA Service or the SandBlast Mobile Service.

b) Absolute Co-terminus End Date

This Call Off Contract is Absolute Co-terminous therefore the all applicable Minimum Period(s) shall terminate upon the expiry of the Call Off Contract Period.

c) Minimum Holding Charges

Where the Customer fails to satisfy its obligations in respect of the Minimum Holding(s) then the Supplier shall be entitled to charge the Customer the Termination Fee set out in Table One for the difference between the actual number of connected SIM Cards or lines and the Minimum Holding for the applicable Service until such time as the Customer achieves the Minimum Holding(s) or the expiry of the Call Off Contract Period. The Minimum Holding Charge shall apply irrespective of whether the Call Off Contract has been terminated (in whole or in part).

d) Credit Recovery

In the event that the Customer serves a disconnection notice in relation to a SIM Card before the SIM Card has served its Minimum Period, the Customer shall re-pay to the Supplier an amount equal to the pro rata value of the amount of any credits (including Mobile Voice and Data Credits) applied to the Customer's Transformation Fund for such SIM Card that have been used by the Customer to offset against Charges for Services provided by the Supplier. Where a credit has not yet been used such pro rata value shall be deducted from the Customer's Transformation Fund.

3. TRANSFORMATION FUND

"Transformation Fund" means a notional account set up by the Supplier to accrue credits owing to the Customer as set out below and from which certain Services (as set out in Annex 1 to Call Off Schedule 3) can be purchased from the Supplier by the Customer

| Credit Percentage | Payment Trigger |
|-------------------|--------------------------------------|
| 25% | Within 30 days of Commencement Date |
| 25% | Month 13 following Commencement Date |
| 25% | Month 25 following Commencement Date |
| 25% | Month 37 following Commencement Date |

a)

b) Any Mobile Equipment purchased using the Transformation Fund will be deducted in accordance with the Charges in the Replacement section of the O2 Website as applicable.

c) For clarity, any credits accrued in the Transformation Fund do not have any monetary value, and the Customer is not entitled to:

i) offset any credits accrued in the Transformation Fund against any outstanding debt;



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Service**

- ii) any payments from any credits accrued in the Transformation Fund; or
 - iii) any future use of credits accrued in the Transformation Fund upon termination of this Call Off Contract.
- d) In the event that the Customer terminates this Call Off Contract (in whole or in part) prior to the end of the Call Off Contract Initial Period, the Customer shall re-pay to the Supplier an amount equal to the pro rata value of the amount of any credits applied to the Customer's Transformation Fund that have been used by the Customer to offset against Charges for Services provided by the Supplier.



4. MOBILE SERVICES

4.1. MOBILE VOICE AND MOBILE DATA AIRTIME CHARGES

The Airtime Charges and associated Mobile Data allowances relating to the Mobile Voice and Mobile Data Services within the UK and the Europe Zone are as set out below and shall apply from the Service Commencement Date:

Table One

| Tariff | Charge per SIM | Smartphone / iPhone Compatibility | Tablet / iPad Compatibility | Data Overage / Throttled | Data Overage Charge per MB | Data Aggregation |
|-----------|----------------|-----------------------------------|-----------------------------|--------------------------|----------------------------|------------------|
| Just Data | [REDACTED] | Both | Both | Overage | [REDACTED] | Yes |

Table Two

| Big Business Unlimited | Voice plus 1GB Data | Smartphone / iPhone Compatibility | Data Overage Charge per MB | Data Aggregation |
|------------------------|---------------------|-----------------------------------|----------------------------|------------------|
| Rental Charge per SIM | [REDACTED] | Both | [REDACTED] | Yes |

- a) The Charges and Mobile Data allowances set out above apply on per month basis. Mobile Data allowances can not be carried over into the following month.
- b) Mobile Data usage is measured in Kilobytes (KB). 1024 KB = 1 Megabyte (MB), 1024 MB = 1 Gigabyte (GB).
- c) Mobile Data usage will be aggregated across all SIM Cards connected to the applicable tariff(s) set out in the table above. Overage Charges, where applicable, will be calculated and applied quarterly in arrears.
- d) Mobile Data allowances (where applicable) will be used for all of the Supplier's different types of Mobile Data (for example 3G/4G/Edge/GPRS/HSPA) and will not differentiate between the types of Mobile Data they are using.
- e) The Charges set out above do not incorporate Mobile Data roaming rates for roaming outside the Europe Zone. Mobile Data roaming Charges for roaming outside the Europe Zone are detailed in section 4.2.
- f) The 4G Service will enable the Customer to access mobile internet data over the O2 4G network whenever they are in a 4G coverage range area. Though coverage in certain locations may vary from time to time due to a number of factors, the Customer can check details of areas where 4G Services are available at o2.co.uk/coveragechecker and check for live network updates in affected areas by visiting the network status page at status.o2.co.uk. When in



Crown Commercial Service

- the Supplier's other Mobile Data coverage areas (for example 3G/Edge/GPRS/HSPA areas) the Customer will still be able to access non-4G Mobile Data over these networks as usual.
- g) 4G services will be accessible with a 4G ready device, a 4G SIM card and a 4G services package. The Customer may need to perform a software update on their device in order to access 4G services and will be solely responsible for doing so if required. The Customer can check if their device is ready for 4G by visiting o2.co.uk/4G/setup and must follow any additional Supplier Instructions about accessing the 4G network.
 - h) Depending on the tariff selected the Customer may receive an alert once the Mobile Data allowance has been reached and be charged for the any additional Mobile Data used, in accordance with the terms of the tariff.



i) The Customer will be charged for the following call types at the rates shown in the table below:

UK Mobile Originating calls (pence per minute/message)

| | Peak | Off-Peak | Weekend |
|-------------------------------|------|----------|---------|
| National calls | 0.00 | 0.00 | 0.00 |
| Local calls | 0.00 | 0.00 | 0.00 |
| O2 to O2 calls | 0.00 | 0.00 | 0.00 |
| O2 to other network operators | 0.00 | 0.00 | 0.00 |
| Mobile originating SMS | 0.00 | 0.00 | 0.00 |
| Voicemail retrieval | 0.00 | 0.00 | 0.00 |

- j) Charges for all other call types, including premium rate and non-geographic number (NGN) services, will be charged at the rates set out on the O2 Website.
- k) If the Mobile Equipment supports internet-tethering then this will be included in the Mobile Data Services and internet-tethering usage will be Charged in accordance with the tariff to which the SIM Card is connected.

4.2. MOBILE VOICE AND MOBILE DATA INTERNATIONAL AND ROAMING AIRTIME CHARGE

- a) Mobile Data roaming usage is measured in Kilobytes (KB). 1024 KB = 1 Megabyte (MB), 1024 MB = 1 Gigabyte (GB).
- b) Rest Of World Pass will be added to all SIM Cards connected to the tariffs set out in section 4.1 of Annex 1 to Call Off Schedule 3.
- c) [REDACTED]
- d) International call Charges shall be charged in accordance with the following table:

International call Charges (pence per minute/message)

| Zones | UK Outbound Calls | UK Outbound SMS |
|-------|-------------------|-----------------|
| 1 | [REDACTED] | [REDACTED] |
| 2 | [REDACTED] | [REDACTED] |
| 3 | [REDACTED] | [REDACTED] |
| 4 | [REDACTED] | [REDACTED] |
| 5 | [REDACTED] | [REDACTED] |
| 6 | [REDACTED] | [REDACTED] |

- e) Charges for calls and text messages from the UK to Jersey, Guernsey and the Isle of Man are available to view on the O2 Website.
- f) With the exception of any roaming minutes and SMS that are included in the Customer's Rest of World Pass allowance all roaming calls will be Charged in accordance with the following table:



Roaming call Charges (pence per minute/message)

| Zones | Back to UK | In Country | In Zone | Out of Zone | Received Roaming | Text Messages |
|-------------|---|------------|---------|-------------|------------------|---|
| Europe Zone | As per the O2 to other network operators call Charge set out in section 4.1 i) of this Charges Schedule | | | | | As per the Mobile originating SMS Charge set out in section 4.1 i) of this Charges Schedule |
| 3 | | | | | | |
| 4 | | | | | | |
| 5 | | | | | | |
| 6 | | | | | | |

- g) Voicemail retrieval calls made within the Europe Zone will be Charged at the O2 to other network operators call Charge set out in section 4.1 i) of this Charges Schedule.
- h) Zone definitions are available to view on the O2 Website.
- i) Charges for calls to UK premium rate and non-geographic number (NGN) services whilst roaming will be charged (i) in the Europe Zone at the rates set out on the O2 Website or (ii) in the rest of the world at the rates set out on the O2 Website plus the call Charge in the table above.

4.3. REST OF WORLD PASS (PER SIM CARD)

- a) Rest Of World Pass, as set out below, will be added to each SIM Card connected pursuant to this Call Off Contract:

| | Rental Charge | Zone | Inclusive Calls | Inclusive SMS | Inclusive Data |
|----------------------------|---------------|------|---|--|----------------|
| Rest Of World 24 Hour Pass | | 2 | A maximum of 200 minutes in the aggregate of calls of the following call types: <ul style="list-style-type: none"> • Call made to and received from the UK • Calls made and received in-country Calls made out of country will be Charged at the Charges set out in section 4.2 f) | A maximum of 200 SMS to any zone | |
| | | 3 | | | |
| | | 4 | | | |
| | | 5 | Calls will be Charged at the Charges set out in section 4.2 f) | SMS will be Charged at the Charges set out in section 4.2 f) | |
| Rest Of World 30 Day Pass | | 2 | A maximum of 2000 minutes in the aggregate of calls of the following call types: <ul style="list-style-type: none"> • Call made to and received from the UK • Calls made and received in-country Calls made out of country will be Charged at the Charges set out in section 4.2 f) | A maximum of 2000 SMS to any zone | |
| | | 3 | | | |
| | | 4 | | | |
| | | 5 | Calls will be Charged at the Charges set out in section 4.2 f) | SMS will be Charged at the Charges set out in section 4.2 f) | 500MB data |
| | | | | | 50MB data |

- b) The first 50KB of mobile data usage is free of charge.
- c) The Rental Charge will apply from whichever is the earlier of the following :
 - i) the point the user uses more than 50Kb of data in any zone; or



- ii) the point the user sends a SMS while in Zone 2 or 3; or
 - iii) the point the user makes or receives a call in country while in Zone 2 or 3; or
 - iv) the point the user makes a call to the UK or receives a call from the UK while in Zone 2 or 3.
- d) The Rest Of World Pass will continue for the period set out as follows (the "Pass Period").
- e) The Customer will incur the Rental Charge of [REDACTED] for the Rest Of World 24 Hour Pass or [REDACTED] for the Rest Of World 30 Day Pass in respect of any users in zones 2 or 3 that only make or receive a call in country or only make a call to the UK or receive a call from the UK.
- f) Where the Customer has selected the Rest Of World 24 Hour Pass the Pass Period will begin at the point the Rental Charge applies and shall expire at whichever is the earlier of:
- i) the point at which the inclusive data has been fully used; or
 - ii) 24 hours from the point at which the Pass Period commenced.
- g) Where the Customer has selected the Rest Of World 30 Day Pass the Pass Period will begin at the point the Rental Charge applies and shall expire at whichever is the earlier of:
- i) the point at which the inclusive data has been fully used; or
 - ii) the end of the next monthly billing cycle applicable to the SIM Card;
 - iii) 30 days from the point at which the Pass Period commenced.
- h) If a User moves between zones during a Pass Period and the data allowance changes, the same percentage of the data allowance used in the first zone will be removed from the data allowance available in the second zone. For example, on a Rest Of World 24 Hour Pass using 250MB of the 500MB data allowance in zone 2, then moving to zone 3, will mean the User will be allowed 50% of the 200MB data allowance in zone 3 for that day (so 100MB).
- i) The Supplier will send an SMS message to Users when 80%, 95% and 100% of a data allowance is used.
- j) The Rest Of World 24 Hour Pass inclusive minutes and inclusive SMS allowances are subject to a fair usage policy. The Customer will be advised if they exceed the inclusive minutes and inclusive SMS allowances on multiple occasions. Where a User exceeds the inclusive minutes and inclusive SMS allowances on five or more occasions then the Supplier reserves the right to:
- i) move the Customer to the 30 Day Rest of the World Pass; or
 - ii) remove the Rest of the World Pass and Charge the Customer for roaming calls and SMS at the rates set out in section 4.2 f) of Annex 1 to Call Off Schedule 3 and Charge the Customer for Mobile Data roaming at the Supplier's standard Charges as set out on the O2 Website.
- k) Where a User exceed the inclusive minutes and inclusive SMS allowances on the Rest Of World 30 Day Pass then any subsequent calls and SMS will be Charged at the Charges set out in set out in section 4.2 f).
- l) Rest Of World Pass is not compatible with private APN's, BlackBerry roaming Option 2 (per MB) or O2 Telematics SIM Cards.
- m) Users in the following countries Andorra, Greenland, Lebanon and Sudan, within zone 5, will be able to use email, internet and social media at normal data speeds (150KBps). All other usage, including but not limited to video streaming, VOIP calling and gaming, will be subject to traffic management procedures. Data speeds for these services will be reduced to 15KBps. Slower speeds may affect the user experience.
- n) Customers may switch between Rest Of World Passes at any time.
- o) The Supplier reserve the right to terminate a User's use of Rest Of World Pass if, in the Supplier's reasonable opinion, a User is using the service contrary to a reasonable Customers' use of the Service.
- p) The Supplier reserves the right to amend or withdraw Rest Of World Pass at any time upon 30 days' notice.
- q) Zone definitions are available to view on the O2 Website.
- r) Rest Of World Pass must apply to all SIM Cards connected to a tariff.
- s) Subject to any capping option selected by the Customer as set out in note 4.3 t) below:
- i) where a User is connected to the Rest of World 24 Hour Pass and the User exceeds the inclusive data allowance and then subsequently uses additional data, the Customer shall automatically purchase another Rest Of World 24 Hour Pass; or



- ii) where a User is connected to the Rest of World 30 Day Pass and the User exceeds the inclusive data allowance and then subsequently uses additional data, the Customer shall automatically purchase another Rest Of World 30 Day Pass.

Rest Of World Pass Capping Options

- t) In selecting Rest Of World Pass Customers are confirming that mobile data spend caps shall not apply unless as set out below:
 - i) There are 2 data caps available on the Rest Of World 24 Hour Pass:
 - The default is a cap of 1x 24 hour Pass per SIM Card per 24 hour period; or
 - A cap of 2 x 24 hour Pass per SIM Card per 24 hour period.
 - ii) A cap may be applied to the Rest Of World 30 Day Pass. Customers may limit usage to 1 x Rest Of World 30 Day Pass per user per billing cycle.
- u) Where a data cap has been selected and the User reaches the data cap then the User will not be able to use any roaming Mobile Data until the expiry of the period applicable to the selected data caps as set out in paragraph 4.3 t) above, at which point the Customer will be able to purchase another Rest Of World Pass.

4.4. MOBILE EQUIPMENT AND ASSOCIATED CHARGES

The Charges relating to Hardware, Accessories and Mobile Equipment and associated products and services are as detailed below:

| | Charges |
|--|---|
| New Connection with Device | As set out under the New Connection section of the O2 Website |
| Mobile Equipment Upgrades / Replacement | As set out under the Replacement section of the O2 Website |
| Mobile Equipment Accessories | As set out on the O2 Website, less 15% discount |
| Car Kit Installations, De-Installations and De and Re-installations (during the same engineer visit) | As set out on the O2 Website |

5. JUST CALL ME SERVICES

5.1. O2 JUST CALL ME SERVICE CHARGES

| Product | Charge per Licence |
|-----------------|--------------------|
| O2 Just Call Me | |

- a) The Rental Charge set out above applies on a per SIM Card per month basis.
- b) In addition to any Charges for the O2 Just Call Me Service, the Customer may incur Charges incidental to using the O2 Just Call Me Service, for example, Charges for internet access, data and voice roaming, and any other data transmission Charges. Such Charges will be charged in accordance with the Customer’s mobile airtime agreement.
- c) The Customer may terminate this Service in accordance with clause 38.6 of the Framework Agreement subject to paying any applicable Termination Fees.

6. MODA CHARGES

6.1. MODA CHARGES

The following are the Charges relating to MODA Services available to the Customer from the Commencement Date subject to the Customer meeting and/or committing to meet the commitments detailed in the Commitments section above:



| Description | Licence Charge |
|---------------------------|----------------|
| MODA - Licence Per Device | |

- a) The Licence Charge set out above applies on a per Licence per annum basis.
- b) Each Licence may be applied for use on one Device.
- c) The Customer can purchase additional Licences in blocks of 10. Additional Licenses purchased will be subject to a new Minimum Period. Charges for additional Licences will be advised at time of order.
- d) The Charges above shall be payable annually in advance and shall be subject to the Minimum Holding and Minimum Period under this agreement.
- e) Renewal Licences will be subject to a new 12 month Minimum Period or as otherwise agreed.
- f) A Licence will terminate at the end of the Minimum Period unless the Customer opts to renew the Licence.
- g) Licence Charges are non-refundable.

7. SANDBLAST SERVICE CHARGES

7.1. SANDBLAST MOBILE CHARGES

The following are the Charges relating to SandBlast Mobile Services available to the Customer from the Commencement Date subject to the Customer meeting and/or committing to meet the commitments detailed in the Commitments section above:

| Description | Licence Charge (per month) |
|-----------------------------|----------------------------|
| SandBlast Mobile - Per User | |

- h) The Licence Charge set out above applies on a per Licence per month basis.
- i) Each Licence may be applied for use on one Device.
- j) Each Licence includes a break/fix Service as part of the Licence Charge.
- k) The Customer can purchase additional Licences in blocks of 10. Additional Licenses purchased will be subject to a new Minimum Period.
- l) The Charges above shall be payable annually in advance and shall be subject to the Minimum Holding and Minimum Period under this agreement.
- m) A Licence will terminate at the end of the Minimum Period unless the Customer opts to renew the Licence.
- n) Licence Charges are non-refundable.

8. MANAGED LOGISTICS CHARGES

8.1. MANAGED LOGISTICS SERVICES

The Service deployment Charges relating to the Managed Logistics Service are as set out below and shall apply from the Service Commencement Date. Charges for Devices are not included in the Managed Logistics Service. Devices shall be charged as per the Mobile Equipment section of Annex 1 to Call Off Schedule 3:

a) Forward Logistics Charges

The Forward Logistics Charges relating to the Managed Logistics Service are as set out below and shall apply from the Service Commencement Date:

| Forward Logistics Service Description | Charge Application |
|---------------------------------------|--------------------|
| Set-Up Charge | One-Off Charge |
| Band 1 - Kitting | Per Device |
| Band 2 - Basic | Per Device |

- i) The Charges set out in the table above will be invoiced to the Customer on a calendar month basis, in arrears.
- ii) The Charges set out above are subject to the Gold Build and any changes to the Gold Build may result in a change in the Charges.



- iii) The Supplier will use its reasonable endeavours to fulfil any other bespoke Customer request for Forward Logistics, for which pricing is not included in the table above. Pricing for such additional requests will be provided on application

b) Reverse Logistics Charges

The Reverse Logistics Charges relating to the Managed Logistics Service are as set out below and shall apply from the Service Commencement Date:

| Reverse Logistics Service Description | Charge Application |
|---|----------------------------|
| In-warranty repair and refurbishment grade A (non IOS) | Refurbishment Parts only * |
| Out of warranty repair, buff and clean to grade A (non IOS) | Per Device plus parts |
| Out of warranty repair and refurbishment to grade A (non IOS) | Per Device plus parts |
| No fault found refurbishment to grade A (non IOS) | Refurbishment Parts only* |
| IOS GSX Replacement - Minor damage | Device dependant ** |
| IOS GSX Replacement - Catastrophic damage | Device dependant ** |
| Beyond Economical Repair | Per Device |
| Recycling Device administration fee | Per Device |
| On-site Technical Support | Per person per day |

- i) The Charges set out in the table above are one-off Charges which will be invoiced to the Customer on a calendar month basis as applicable, in arrears.
- ii) Parts costs referred to in the table above shall be billable up to a financial limit which shall be agreed by the Customer and set out in the CBD. The Customer may amend the total repair limits within the CBD on a monthly basis.
- iii) * A Charge for replacement parts will be levied where damage to a Device has occurred which is outside the scope of the warranty and such Device cannot be re-introduced into stock without Chargeable repairs and/or Grade A refurbishment being performed in addition to those repairs covered by the warranty.
- iv) ** iOS GSX replacement costs are Device dependant and subject to change by the manufacturer. The Supplier will agree a financial limit for repair costs with the Customer which shall be set out in the CBD. The Customer may amend the iOS GSX replacement cost limits within the CBD on a monthly basis however where the DEP Service is taken the Customer must accept costs up to and including Catastrophic damage.
- v) Customers must disable the 'Find My iPhone' function on all iOS Devices, before returning the Device to the Supplier. Where this functionality has not been disabled upon receipt by the Supplier of any Device, such Device will be treated as BER and will be sent for disposal, with the exception of DEP devices, whereby a Catastrophic charge will be applied to the Customer for a replacement device.
- vi) Charges may be levied for repairs outside of the scope set out in the table above where the Supplier's Reverse Logistics supplier does not have manufacture accreditation and must outsource for an alternative repair agreement.
- vii) Credits for recycled Devices will be paid directly to the Customer by O2 Recycle.

c) Monthly Recurring Charges

| Number of Devices | Charge |
|-------------------|--------|
| 1200 | |

- i) The Charge set out above applies on a per Device per calendar month basis, billed for in arrears.
- ii)
- iii) Boot Stock will also be charged recurring Charges set out above.





CALL OFF SCHEDULE 4: TESTING

ANNEX 2: TEST CERTIFICATE

NOT APPLICABLE

TEST CERTIFICATE

CALL OFF SCHEDULE 4: TESTING

ANNEX 3: SATISFACTION CERTIFICATE

SATISFACTION CERTIFICATE



NOT APPLICABLE



CALL OFF SCHEDULE 12: VARIATION FORM

No of Order Form being varied:

.....

Variation Form No:

.....

BETWEEN:

[insert name of Customer] ("the Customer")

and

[insert name of Supplier] ("the Supplier")

1. This Call Off Contract is varied as follows and shall take effect on the date signed by both Parties:

[Guidance Note: Insert details of the Variation]

- 2. Words and expressions in this Variation shall have the meanings given to them in this Call Off Contract.
- 3. This Call Off Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Signed by an authorised signatory for and on behalf of the Customer

Signature

Date

Name (in Capitals)

Address

Signed by an authorised signatory to sign for and on behalf of the Supplier

Signature

Date

Name (in Capitals)

Address



CALL OFF SCHEDULE 15: MOD DEFCONS AND DEFFORMS

Not Applicable

