

SERVICE OFFER TEMPLATE

Service Offer Reference No: RM3808-Lot6-O2-SO12_Apr 2022

Lot(s): 6 (Mobile Voice and Data Services)

Service Offer Effective Date: 25th April 2022

Service Offer Expiry Date: 31st December 2022

Service Description:

Lot 6 Mobile Voice and Data Services (under Network Services 2 Framework RM3808):

This Service Offer is for the provision of Mobile Services, the Primary Services consist of services from Lot 6 (Mobile Voice and Data Services).

Primary Services:

This section sets out the components of this Service Offer which must be ordered by the Buyer:

- (a) O2 Voice & Group Shared Data Bundle (with a minimum of 1,000 Connections).

Primary Services Description:

(a) O2 Voice & Group Shared Data Bundle

In order to purchase under this Service Offer, Buyers must connect a minimum of 1,000 SIM Cards to one of the Voice & Group Shared Data tariffs detailed below, with a Call-Off Contract Period of either 24 months or 36 months:

- Voice & Group Shared Data – 2.0TB
- Voice & Group Shared Data – 3.0TB
- Voice & Group Shared Data – 4.0TB
- Voice & Group Shared Data – 5.0TB
- Voice & Group Shared Data – 6.0TB
- Voice & Group Shared Data – 7.0TB

The Buyer may also connect Data Only SIM Cards to the Voice & Group Shared Data Bundle.

When entering into a Call-Off Contract under this Service Offer, the Buyer may select a Transformation Fund for each connection from the following options:

- No Transformation Fund
- £200 Transformation Fund*
- £500 Transformation Fund*

*Subject to additional Charges

Ancillary Services:

There are no Ancillary Services available under this Service Offer.

Service Offer Price Card:

The pricing detailed within this Service Offer is subject to the Buyer placing an order for a minimum of 1,000 SIM Card connections and one Voice & Group Shared Data Bundle and complying with the minimum commitments as set out in clause 1 below:

1 Minimum Commitments and Termination Fees

1.1 Minimum Commitments

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

Table One – 24 Month Option

Service	Call-Off Initial Period (Months)	Optional Call-Off Extension Period (Months)	Minimum Period (Months)	Minimum Holding	Minimum Holding Period (Months)	Contract Type	Minimum Holding Termination Fees	Minimum Period Termination Fees
Mobile Voice	24	12	1	N/A	N/A	Absolute Co-Terminous	N/A	Rental Charge
Data Only	24	12	1	N/A	N/A	Absolute Co-Terminous	N/A	Rental Charge
Group Shared Data Bundle	24	12	24 (extended to 36 where the Optional Call Off Extension is invoked)	1 Group Shared Data Bundle	3	Absolute Co-Terminous	Group Shared Data Bundle Charge	Group Shared Data Bundle Charge

Table Two – 36 Month Option

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	36	1	N/A	N/A	Absolute Co-Terminous	N/A	Rental Charge
Data Only	36	1	N/A	N/A	Absolute Co-Terminous	N/A	Rental Charge

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Group Shared Data Bundle	36	36	1 Group Shared Data Bundle	3	Absolute Co-Terminous	Group Shared Data Bundle Charge	Group Shared Data Bundle Charge
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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.

b) Notes relating to Minimum Commitments applicable to all Services

- i) Minimum Holding Commitment(s) - The Charges set out in the Price Card are subject to the Buyer achieving the Minimum Holding within the Minimum Holding Period and maintaining the Minimum Holding for the duration of the Call-Off Contract Period.

1.2 Termination Fees

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

a) Minimum Period Charges

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

b) Absolute Co-terminus End Date

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

c) Minimum Holding Charges

Where the Buyer fails to satisfy its obligations in respect of the Minimum Holding(s) then the Supplier shall be entitled to charge the Buyer the Termination Fee set out in the applicable Table One or Table Two above for the difference between the actual number of connected SIM Cards, bundles or lines and the Minimum Holding for the applicable Service until such time as the Buyer 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).

2 Transformation Fund

“Transformation Fund” means a notional account set up by the Supplier to accrue credits owing to the Buyer as set out below and from which certain Services (as set out in this Service Offer) can be purchased from the Supplier by the Buyer.

2.1 Mobile Voice Credits

Subject to the Buyer achieving the Minimum Holding, for each New Connection or Re-Sign Connection connected to the Network during the Call-Off Contract Initial Period, the Buyer may select one of the following Transformation Fund options:

Tariff Name	Call-Off Contract Initial Period	Transformation Fund Credit (Net of VAT) (per SIM Card)	Additional Charge (per SIM Card, per month)
Voice & Group Shared Data	24 Months	No Transformation Fund	N/A
Voice & Group Shared Data	24 Months	£200.00	£8.35
Voice & Group Shared Data	24 Months	£500.00	£20.85
Voice & Group Shared Data	36 Months	No Transformation Fund	N/A
Voice & Group Shared Data	36 Months	£200.00	£5.55
Voice & Group Shared Data	36 Months	£500.00	£13.90

a) Data Only Connections will not be entitled to receive any Transformation Fund Credit.

b) Where a Buyer selects a 24 Month Call-Off Contract Initial Period and subsequently invokes the 12 month optional extension, no additional Transformation Credit will be payable.

c) In the event that the Buyer disconnects a SIM Card prior to such SIM Card having been connected for the equivalent of the selected Call-Off Initial Period (24 months or 36 months as per selected term), the Buyer shall re-pay to the Supplier an amount equal to the pro rata value of any credits applied to the Buyer's Transformation Fund, in relation to such SIM Card, that have been used by the Buyer to offset against Charges for Services provided by the Supplier.

2.2 Notes relating to Transformation Fund

The following terms apply to all Transformation Fund credits:

- a) The Buyer may use the credits in the Transformation Fund solely to offset Charges for Equipment and Services, but excluding Airtime and Rental Charges for Mobile Services.
- b) Any Mobile Equipment purchased using the Transformation Fund will be deducted in accordance with the Charges in the Public Sector Price List as applicable.
- c) For clarity, any credits accrued in the Transformation Fund do not have any monetary value, and the Buyer is not entitled to:
 - i) offset any credits accrued in the Transformation Fund against any outstanding debt;
 - 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 the Call-off Contract.
- d) In the event that the Buyer terminates the Call-off Contract prior to the end of the Call-Off Contract Initial Period, the Buyer shall re-pay to the Supplier an amount equal to the pro rata value of the amount of any credits applied to the Buyer's Transformation Fund that have been used by the Buyer to offset against Charges for Services provided by the Supplier.

3 Mobile Services

3.1 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

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 Lot 6: Mobile Voice and Data Services

Tariff Name	Voice Only (per SIM Card)	Voice plus Group Shared Data (per SIM Card)	Data Only SIM Cards (per SIM Card)	Smartphone / iPhone Compatibility	Group Shared Data Bundle	Group Shared Data Charge	Maximum Connections to Bundle	Monthly Sharer Charge per SIM	Shared Data Bundle access for Data Only SIM Cards	Data Throttled / Overage	Data Overage Charge per GB	Data Aggregation
Voice & Group Shared Data tariffs – 24 Months												
Voice & Group Shared Data (1,000 – 2,000 Connections)	£1.50	£1.50	£0.00	Both	2.0TB	£4,096.00	10,000	£0.00	Yes	Overage	£3.00	No
					3.0TB	£6,144.00						
					4.0TB	£8,192.00						
					5.0TB	£9,728.00						
					6.0TB	£11,673.60						
					7.0TB	£13,619.20						
Voice & Group Shared Data (2,001 – 3,000 Connections)	£1.25	£1.25	£0.00	Both	2.0TB	£4,096.00	10,000	£0.00	Yes	Overage	£3.00	No
					3.0TB	£6,144.00						
					4.0TB	£8,192.00						
					5.0TB	£9,728.00						
					6.0TB	£11,673.60						
					7.0TB	£13,619.20						
Voice & Group Shared Data (3,001+ Connections)	£1.00	£1.00	£0.00	Both	3.0TB	£6,144.00	10,000	£0.00	Yes	Overage	£3.00	No
					4.0TB	£8,192.00						
					5.0TB	£9,728.00						
					6.0TB	£11,673.60						
					7.0TB	£13,619.20						
Voice & Group Shared Data tariffs – 36 Months												

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Tariff Name	Voice Only (per SIM Card)	Voice plus Group Shared Data (per SIM Card)	Data Only SIM Cards (per SIM Card)	Smartphone / iPhone Compatibility	Group Shared Data Bundle	Group Shared Data Charge	Maximum Connections to Bundle	Monthly Sharer Charge per SIM	Shared Data Bundle access for Data Only SIM Cards	Data Throttled / Overage	Data Overage Charge per GB	Data Aggregation
Voice & Group Shared Data (1,000 – 2,000 Connections)	£1.25	£1.25	£0.00	Both	2.0TB	£4,096.00	10,000	£0.00	Yes	Overage	£3.00	No
					3.0TB	£6,144.00						
					4.0TB	£8,192.00						
					5.0TB	£9,728.00						
					6.0TB	£11,673.60						
					7.0TB	£13,619.20						
Voice & Group Shared Data (2,001 – 3,000 Connections)	£1.10	£1.10	£0.00	Both	2.0TB	£4,096.00	10,000	£0.00	Yes	Overage	£3.00	No
					3.0TB	£6,144.00						
					4.0TB	£8,192.00						
					5.0TB	£9,728.00						
					6.0TB	£11,673.60						
					7.0TB	£13,619.20						
Voice & Group Shared Data (3,001+ Connections)	£0.90	£0.90	£0.00	Both	3.0TB	£6,144.00	10,000	£0.00	Yes	Overage	£3.00	No
					4.0TB	£8,192.00						
					5.0TB	£9,728.00						
					6.0TB	£11,673.60						
					7.0TB	£13,619.20						

- a) The Charges and Mobile Data allowances set out above apply on per month basis.
- b) From the Service Commencement Date all SIM Cards, excluding Voice Only SIM Cards, will be connected to the Voice & Group Shared Data Bundle selected by the Buyer in the Direct Award Order Form. During the Call-Off Contract Period, the Buyer may move all SIM Cards onto a higher Voice &

Group Shared Data Bundle set out in Table One above by providing O2 with 30 days' notice in writing. The Buyer may not move Voice & Group Shared Data Bundle more than once per quarter and may not move down to a lower Voice & Group Shared Data Bundle during the Call-Off Contract Period.

- c) Subject to the maximum connections, any New Connections, excluding Voice Only SIM Cards, added during the Call-Off Contract Period shall be added to the Voice & Group Shared Data Bundle in force at the time such SIM Card is added.
- d) The Voice & Group Shared Data Bundles provided are subject to a maximum number of connections as set out in Table One above.
- e) The Buyer agrees that, in opting for this tariff, they have opted not to specify a billing limit in the contract. In order for the Supplier to provide the Buyer with this tariff and the agreed pricing, the Buyer hereby agrees that they will not be able to opt in for a Spend Cap before expiry of the Call-Off Contract Period. The Buyer agrees that the reasonable notice period for the purposes of section 124S(3)(a) of the Communications Act 2003 is no less than the period remaining before the expiry of the Call-Off Contract Period and that any request to specify a billing limit upon the expiry of that Call-Off Contract Period may only be possible if a Spend Cap enabled tariff is chosen by the Buyer.
- f) Unused shared mobile data allowances cannot be carried over into the following month.
- g) The Voice Only tariffs set out in the table above do not include access to the O2 Data Network and Users will not be able to use Mobile Data and Data Overage Charges will therefore not apply.
- h) Mobile Data usage is measured in Kilobytes (KB). 1024 KB = 1 Megabyte (MB), 1024 MB = 1 Gigabyte (GB).
- i) Any group shared Mobile Data allowance is applied to the "first" mobile number on the Buyer's account and can be shared with any nominated additional mobile numbers on that account. When a SIM Card is connected to a shared Mobile Data tariff, the Buyer will not retain any individual Mobile Data allowance that may previously have been applied to that SIM Card.
- j) Mobile Data allowances (where applicable) will be used for all of O2'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.
- k) 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 3.2.
- l) Depending on the tariff selected the Buyer 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.
- m) 5G Services are subject to the following terms:
 - i) The 5G Service is available on tariffs with a minimum monthly allowance of 6GB of data. No minimum data allowance is required for Users on shared or aggregated data tariffs.
 - ii) 5G services are only available in the UK. Roaming is not currently available with the 5G services.
 - iii) The Supplier may elect to implement 5G speed caps at any time at its sole discretion.
 - iv) The Supplier reserves the right to charge an additional monthly Charge for access to 5G Services which will be notified to the Buyer prior to the 5G Services being enabled on their SIM Card(s).
 - v) 5G Services are only accessible via a compatible Device and SIM Card.

- vi) Once the Supplier has provided access to the 5G Services to the Buyer, the Buyer will be able to access mobile data over the 5G network whenever there is 5G coverage available.
- n) Access to 5G Services is not currently compatible with private APNs.

o) The Buyer 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
Non-Geographic Numbers (NGN) – Access Charge	5p (Access Charge) + Service Charge (dependent on Service Provider)		
Jersey, Guernsey & Isle of Man	15p		
O2 Directory Enquiries 118402	80p		
MMS (Domestic)	10p		
MMS (Roamed)	20p		

- p) 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.
- q) 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.
- r) Wifi Calling is available to the Buyer in conjunction with the Voice & Group Shared Data tariffs set out in section 3.1 above. Wifi Calling is subject to the terms and conditions set out on the O2 Website and is not compatible with Voice Only, Mobile Extension or Best for Business tariffs.

3.2 Mobile Voice and Mobile Data International and Roaming Airtime Charges

- 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 2.1 of the Price Card.
- c) Mobile Data roaming in the Europe Zone will be Charged at £10.00 per GB for Mobile Data roaming usage in excess of any applicable inclusive data allowance set out in section 3.1 of this Price Card.
- 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	15.00	20.00
2	15.00	20.00
3	100.00	20.00
4	15.00	20.00
5	100.00	20.00
6	100.00	20.00

- e) With the exception of any roaming minutes and SMS that are included in the Buyer'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	0.00			200.00	0.00	0.00
3	100.00	100.00	100.00	200.00	100.00	20.00
4	15.00	15.00	15.00	200.00	15.00	20.00
5	100.00	100.00	100.00	200.00	100.00	20.00
6	100.00	100.00	100.00	200.00	100.00	20.00

- f) Voicemail retrieval calls made within the Europe Zone will be Charged at the O2 to other network operators call Charge set out in section 3.1 o) of this Price Card.
- g) Zone definitions are available to view on the O2 Website.
- h) 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.

3.3 Rest Of World Pass (per SIM Card)

- a) Rest of World Pass is available in three zones (“**ROW Zones**”). The countries in each ROW Zone can be found on the O2 Website.
- b) The following Charges apply to the Rest of World Pass Service:

	Charge per Pass
24 hour Rest of World Pass	£7.50
30 Day Rest of World Pass	£99.00

- c) The following allowances apply to each 24 hour Rest of World Pass:

	Minutes and SMS Allowance	Data Allowance
ROW Zone 1	300 Minutes and 300 SMS Messages	500MB
ROW Zone 2	Not Available	50MB
ROW Zone 3	Not Available	5MB

- i) The Rest Of World Pass will trigger the Charge as set out in section 6.5 b) at the point a User uses the first 50KB of data. If in ROW Zone 1 the Charge will also trigger if a User makes or receives a call, or sends an SMS message. The pass is valid for a period of 24 hours or until the data allowance has been fully used, whichever is the sooner. Any unused allowances will not carry over to the following 24 hour period.
- ii) There are 2 data caps available on the 24 hour Rest of the World Pass:
 - 1) the default cap is one 24 hour pass per User per 24 hour period; or
 - 2) an optional cap of two 24 hour passes per User per 24 hour period.
- d) The following allowances apply to each 30 day Rest of World Pass:

	Minutes and SMS Allowance	Data Allowance
ROW Zone 1	3000 Minutes and 3000 SMS Messages	5GB
ROW Zone 2	Not Available	500MB
ROW Zone 3	Not Available	50MB

- i) The Rest Of World Pass will trigger the Charge as set out in section 6.5 b) at the point a User uses the first 50KB of data. If in ROW Zone 1 the Charge will also trigger if a User makes or receives a call, or sends an SMS message. The pass is valid for a period of 30 consecutive days or until the data allowance has been fully used, whichever is the sooner. Any unused allowances will not carry over to the following 30 day period.
- ii) A cap may be applied to the Rest Of World 30 Day Pass. Buyers may limit usage to one 30 day Rest of World Pass per User per billing cycle.
- e) The Rest of World Pass call allowance can be used to make and receive calls within country and back to the UK. The SMS message allowance can be used to send SMS messages worldwide. There is no upper limit or Charge for additional usage over the call and SMS allowance but in the event that a User's usage is higher than the allowance the User will be reminded by SMS that their allowance has been exceeded. If the User continues to exceed the allowance, the Supplier shall exercise its discretion to remove the pass and inform the User with any further usage being charged at the rates within this Price Card.
- f) If a User moves between ROW Zones during the validity of a pass and the data allowance changes, the same percentage of the data allowance used in the first ROW Zone will be removed from the data allowance available in the second ROW Zone. For example, on a 24 hour Rest Of World Pass using 250MB of the 500MB data allowance in ROW Zone 1, then moving to ROW Zone 2, will mean the User will be allowed 50% of the 50MB data allowance in ROW Zone 2 for the remainder of that 24 hour period (so 25MB).
- g) The Supplier reserves the right to:
 - i) amend the terms relating to Rest of World Pass from time to time;
 - ii) remove or discontinue Rest of World Pass at any time upon prior written notice; and
 - iii) terminate a User's use of Rest of World Pass if in the Supplier's reasonable opinion, the User is using the service contrary to the intended purpose.
- h) Subject to any rest of World Pass capping option selected by the Buyer:
 - i) where a User is connected to the 24 hour Rest of World Pass and the User exceeds the inclusive data allowance and then subsequently uses additional data, the Buyer shall automatically purchase another 24 hour Rest of World Pass for that User; or
 - ii) where a User is connected to the 30 day Rest of World Pass and the User exceeds the inclusive data allowance and then subsequently uses additional data, the Buyer shall automatically purchase another 30 day Rest of World Pass for that User.
- i) Within ROW Zone 3, Users in Andorra, Greenland, Lebanon and Sudan 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 user experience.
- j) Rest of World Pass is not compatible with private APN's or O2 Telematics SIM Cards.

3.4 Mobile Equipment and Associated Charges

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

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	Charges
New Connection with Device	As set out in the public sector pricelist, available from Customer Services
Mobile Equipment Upgrades / Replacement	As set out in the public sector pricelist, available from Customer Services
Mobile Equipment Accessories	As set out in the public sector pricelist, available from Customer Services
Car Kit Installations, De-Installations and De and Re-installations (during the same engineer visit)	As set out in the public sector pricelist, available from Customer Services

Conditions on the Buyer:

The following general definitions and terms for the provision of the Mobile Services described in the Service Offer Service Descriptions above, will apply as applicable to a Direct Award Call Off Contract Order placed by the Buyer with the Supplier under Lot 6 of RM3808 Network Services 2, in addition to the framework terms and conditions available via the CCS Network Services 2 website.

In the event of a conflict between the additional Conditions on the Buyer provided by the Supplier included within this Service Offer, and the RM3808 Framework or Call-Off terms and conditions, then the Framework or Call-Off terms shall take precedence.

The following Joint Schedules and Call-Off Schedules shall not apply to this Service Offer:

Joint Schedule 7 (Financial Difficulties), Call-Off Schedule 3 (Continuous Improvement), Call-Off Schedule 7 (Key Supplier Staff), Call-Off Schedule 10 (Exit Management), Call-Off Schedule 13 (Implementation Plan and Testing), Call-Off Schedule 15 (Call-Off Contract Management), Call-Off Schedule 16 (Benchmarking), Call-Off Schedule 17 (MOD Terms), Call-Off Schedule 18 (Background Checks), Call-Off Schedule 20 (Call-Off Specification), Call-Off Schedule 21 (Northern Ireland Law) and Call-Off Schedule 22 (Supplier-Furnished Terms).

Without reason termination:

24 Month Call-Off Initial Period

During the Call Off Initial Period, the minimum period of notice for without reason termination, per Shared Data Bundle, shall be 24 months minus the number of months such Shared Data Bundle has been connected under the Call-Off Contract.

Where a Buyer invokes the Call Off Extension Period, the minimum period of notice for without reason termination, per Shared Data Bundle, shall be extended to 36 months minus the number of months such Shared Data Bundle has been connected under the Call-Off Contract.

36 Month Call-Off Initial Period

During the Call Off Initial Period, the minimum period of notice for without reason termination, per Shared Data Bundle, shall be 36 months minus the number of months such Shared Data Bundle has been connected under the Call-Off Contract.

Without reason termination will be subject to the repayment of Transformation Fund Credits in accordance with clause 2.3 d) of the Service Offer Price Card.

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 addition to those terms set out in the Call-Off Contract, the following terms and expressions apply to the Mobile Terms and the Service Offer:

TERM / EXPRESSION	MEANING
"Affiliate"	means any undertaking which is a subsidiary undertaking or parent undertaking (including the ultimate parent undertaking) of the relevant party and any company which is a subsidiary undertaking of such parent undertaking (the terms subsidiary undertaking and parent undertaking company having the meanings set out in Section 1162 of the Companies Act 2006);
"Airtime"	means mobile airtime and Network capacity;
"AIT"	means artificially inflated traffic which occurs when the flow of calls to any particular revenue share service is, as a result of any activity by or on or behalf of the entity operating that revenue share service, disproportionate to the flow of calls which would be expected from good faith usage of the Network;
"Bolt-On"	means additional Services that can be added to a User's SIM Card, as further described in the Price Card;
"Charges"	means the monies payable by the Buyer to the Supplier in respect of: (a) each Service provided by the Supplier (whether or not the Service is used by the Buyer); (b) where applicable, the O2 Supplied Equipment; and (c) any other products or services which the Supplier may agree to supply to the Buyer from time to time under the Call Off Contract, as set out in the Service Offer, the relevant Service Schedule, on the O2 Website or as otherwise agreed by the parties in writing from time to time (as amended from time to time in accordance with the terms of the Call Off Contract);
"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;
"eSIM"	means a virtual digitally embedded subscriber identity module provided by the Supplier;
"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 Buyer is required to connect the Minimum Holding(s), as specified in this Call Off Contract;

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TERM / EXPRESSION	MEANING
"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 Price Card, shall be 36 months from the Service Commencement Date;
"Minimum Spend"	means the minimum total expenditure which must be incurred by the Buyer prior to the expiry of the Call Off Initial Period, in relation to all or a particular Service or Services (excluding, unless otherwise specified, any Equipment Charges), as set out in this Service Offer, the relevant Service Schedule or as otherwise agreed by the parties in writing from time to time;
"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 Buyer with Airtime enabling the Buyer 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 Buyer 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 the Price Card 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 the Price Card or on the O2 Website;
"O2 Website"	means www.o2.co.uk ;
"Rental Charge(s)"	means the monthly non-usage dependent part of the Charges for the Services, as specified in this Service Offer or otherwise agreed by the parties in writing from time to time.
"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 Buyer 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 Buyer, and in conjunction with which the Supplier is not providing Mobile Equipment at the New Connection rate for Mobile Equipment specified in the Price Card 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 Buyer, or as otherwise explicitly set out in the Buyer's Call Off Contract;

TERM / EXPRESSION	MEANING
"SIM Card"	means a subscriber identity module card supplied by the Supplier to the Buyer either as a physical card, an eSIM, or a combination of the two as required, 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;
"Spend Cap"	means the Buyer's ability to limit the cost of their bill as further defined in Sections 124S and 124T of the Communications Act 2003
"Supplier Representative"	means a representative of the Supplier and which includes a representative of the Supplier's suppliers;
"Third Party"	means a person other than the Supplier or the Buyer;
"User"	means Buyer Employees, subcontractors, agents or anyone else who is permitted by the Buyer 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 Buyer with Airtime enabling the Buyer to make and receive mobile voice calls and SMS texts on the Network.

2 MOBILE SERVICE STANDARDS

The Buyer 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

- 3.1 Where the Buyer is not already a customer of the Supplier, the Supplier will supply to the Buyer such number of SIM Cards as is necessary for the Buyer to receive the Mobile Services to be provided under the relevant order.
- 3.2 The Supplier shall:
- a) provide to the Buyer such mobile numbers as are necessary for the Buyer 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.
- 3.3 Nothing in this Call-Off Contract shall be construed as to grant the Buyer any right in relation to the mobile numbers other than to receive the Mobile Services as described in this Call-Off Contract.

4 CHARGES

- 4.1 Unless otherwise stated in the Price Card 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 Buyer'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 on the O2 Website.

- 4.2 The Buyer acknowledges that roaming calls may take longer to be billed than other types of calls.
- 4.3 The Supplier may monitor the Buyer's usage of the Mobile Services for the purpose of controlling the Supplier's credit risk and the Buyer's exposure to fraudulent usage.
- 4.4 The Buyer 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 Buyer to suspend the provision of such Mobile Services.

5 DISCONNECTION OF SIM CARDS

- 5.1 The Buyer may serve on the Supplier a disconnection notice in respect of a SIM Card(s) at any time.
- 5.2 The Supplier will, within 30 days from receipt of a disconnection notice, disconnect the relevant SIM Card(s) from the Mobile Services.
- 5.3 In the event that the Buyer gives a disconnection notice resulting in disconnection of a SIM Card prior to the expiry of its Minimum Period (as set out in the Price Card), the Buyer will pay to the Supplier any applicable Termination Fee.

6 OBLIGATIONS OF THE BUYER

- 6.1 The Buyer 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.
- 6.2 The Buyer 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.
- 6.3 The Buyer agrees not to use SMS or MMS for the purpose of marketing or advertising anything to users of mobile services without the consent of those users.
- 6.4 The Buyer 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 Buyer's SIM Cards, which do not originate from the Supplier.
- 6.5 The Buyer 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 Buyer.
- 6.6 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 Buyer shall remain liable for all Charges levied in accordance with this Call Off Contract during any period of suspension.

7 VALUE ADDED SERVICES

- 7.1 The Buyer may order Value Added Mobile Services and the Supplier may accept or decline such orders.
- 7.2 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 BUYER EQUIPMENT

- 8.1 Certain elements of the Mobile Services are dependent on the Buyer having suitable customer equipment available and in the event that the Buyer 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 Buyer with the Affected Services; and
 - c) the Supplier shall have no liability for the Buyer's inability to receive those Affected Services.
- 8.2 Any customer equipment must be:
- a) technically compatible with the Network and the relevant Mobile Service and shall not harm the Network or equipment belonging to another customer;
 - b) connected to the Network strictly in accordance with the instructions of the Supplier; and
 - c) used by the Buyer in compliance with any relevant instructions, standards and laws.

9 SUSPENSION

Planned Outages

- 9.1 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 Buyer, shall have no liability in relation to such suspension.

Unplanned Outages

- 9.2 The Supplier may, from time to time and without notice or liability to the Buyer, 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 Buyer's or Users' own security.
- 9.3 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.
- 9.4 The Buyer 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 Buyer

- 9.5 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 Buyer 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 Buyer 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.
- 9.6 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.

- 9.7 The Buyer shall remain liable for:
- a) all Charges levied in accordance with the Call Off Contract during any period of suspension; and
 - b) 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

- 9.8 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

- 9.9 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.

10 BUYER AFFILIATES

- 10.1 The Supplier acknowledges that the Buyer may permit a Buyer Affiliate to use the Services and/or Equipment supplied by the Supplier to the Buyer under the Call-Off Contract. The Buyer will procure that its Affiliates and all Users are aware of and comply with the terms of the Call-Off Contract. The Buyer shall be liable to the Supplier for any and all:

a) claims, losses and expenses suffered or incurred by the Supplier as a result of a breach of a term of the Call-Off Contract resulting from a User's use of the Services and/or Equipment; and

b) losses, costs and expenses resulting from any claims against the Supplier made by any of the Buyer's Affiliates or Users (or any other Third Party whom the Buyer has permitted to use a Service and/or Equipment) to the extent that such claims exceed the financial caps and other limitations on liability as set out in the Call-Off Contract.

- 10.2 The foregoing liabilities shall remain in full force and effect notwithstanding any termination of the Call-Off Contract.

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 Buyer 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 Buyer of Mobile Equipment specified in the Price Card as well as any Mobile Equipment ordered pursuant to an order placed pursuant to this Call-Off Contract.

3 ORDERS

- 3.1 The Buyer shall be entitled to place with the Supplier an order for any Mobile Equipment identified by the Supplier from time to time.
- 3.2 The Supplier's acceptance of an order is subject to availability and the Supplier may reject any order without any liability to the Buyer. 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 Buyer.
- 3.3 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

- 4.1 The Supplier will deliver the Mobile Equipment to the address specified on the completed order provided that address is within the United Kingdom.
- 4.2 The Buyer 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 Buyer takes possession of that item of Mobile Equipment, if the item of Mobile Equipment is to be collected by the Buyer.
- 4.3 Risk in an item of Mobile Equipment will pass to the Buyer when the item of Mobile Equipment is accepted by the Buyer. The Buyer 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

- 5.1 Title to an item of Mobile Equipment shall pass to the Buyer once the Supplier has received payment in full for such items. Such payment includes where the Buyer uses the Transformation Fund for payment. Mobile Equipment may be "latched" such that they can only be used on the Supplier'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 BUYER

- 6.1 The Buyer 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.
- 6.2 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 Buyer 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 Buyer have agreed otherwise.
- 6.3 At the Buyer's expense, the Buyer 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 Buyer fails to return any such Mobile Equipment within two (2) weeks of written notice from the Supplier to do so, then the Buyer 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.
- 6.4 The Buyer shall ensure that their Mobile Equipment is up to date with the latest available version of the manufacturer's Software. Any failure by the Buyer 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

- 7.1 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 Buyer by the Supplier (a "**Warranty Period**") unless special conditions associated with certain Mobile Equipment apply.
- 7.2 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 Buyer by the Supplier (a "**Warranty Period**") unless special conditions associated with certain Software apply.
- 7.3 If, within the relevant Warranty Period the Buyer 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 Buyer; or b) the outstanding period of the original Warranty Period.

- 7.4 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.
- 7.5 If the Buyer 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 Buyer 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 Buyer 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.

Outline Implementation Plan:

The Outline Implementation Plan is aligned with the project methodology and approach and reflects a typical implementation approach that the Supplier would adopt for any of the technical solution options set out in this Service Offer. The staged approach would be adopted as applicable, for delivery as follows:

1. Project Approach

The project approach can be summarised as follows, covering the main activities within each project stage. A more detailed view of the activities and tasks in the Project Plan is shown in section '2 Project Plan (Gantt Chart)' below.

A key element in formulating the implementation plan is agreeing roles and responsibilities with the Buyer during the project initiation phase. We draw on our extensive experience of delivering projects of this type, along with adherence to good industry practice and leading methodologies such as PRINCE2 (Accredited Project Management Methodology) and ITIL (IT Infrastructure Library).

The same experience applies to identifying risks, where we also use specific tools and techniques such as assumption analysis and diagramming techniques (e.g. cause and effect diagrams). These are then managed by our risk methodology, which incorporates (Risks, Assumptions, Issues and Dependencies (RAID) logs and weekly reporting and discussion in project meetings.

The Supplier's staged approach is as follows:

Stage 1 - Initiation

- Internal O2 Kick-Off
- Project Launch Meeting with Buyer
- Agree roles and responsibilities
- Agree Project Initiation Document (PID) format
- Implement Project Controls and Audit requirements
- Create Risk Register
- Create Action Tracker
- Create Buyer Requirement Definition document
- Create Project Log
- Produce Draft Project Plan
- Gather Buyer Data

Stage 2 - Pilot/Test

- Agree Test Strategy
- Agree SIMs for Pilot Phase
- Submit Pilot SIMs for migration
- Review Pilot/Test Phase.

Stage 3 - Implementation

- Service Implementation including delivery of SIMs
- Set up billing
- Build Tariffs
- Agree Account structure

- Submit Orders/Transfers
- Advise Buyer of timescales
- Project completion and sign off by Buyer.

Stage 4 – Handover & Close

- Service Handover and Acceptance
- Post Implementation Review / Lessons Learned
- Buyer Satisfaction & Closure Admin
- Closure Report and Project Acceptance
- Complete Bill Checks.

Project Milestones

The following table shows the key project milestones extracted from the Project Plan shown in section 2 below. In this Service Offer context, a hypothetical start-date of 30/09/2019 has been chosen:

Milestone	Date
Project Start	30/09/2019
M: Launch meeting held	30/09/2019
M: Agree billing requirements	30/09/2019
M: Agree SIMs for Pilot phase	30/09/2019
M: SIM cards despatched	03/10/2019
M: Test SIMs activated and tested *	06/10/2019
M: Remainder of SIMs activated *	06/10/2019
M:Bill checks completed	07/10/2019
M: First Invoice received *	14/10/2019
M: Satisfaction survey completed	20/10/2019
M:Project Closed *	20/10/2019

* Payment Milestones

2. Project Plan (Gantt Chart)

The Project Gantt Chart at Annex A provides a view of project stages, main activities, estimated duration and sequencing of tasks and key milestones. It is provided for illustrative purposes and would be subject to review and refinement following a Project Launch Meeting between the Supplier and the Buyer, after the scope and approach to the project has been qualified and agreed. This draft project plan would be submitted to the Buyer as a supporting document for the Project Initiation Document (PID), for Buyer approval and sign-off. A number of related planning assumptions have been made in

support of this Gantt Chart and this overall Outline Implementation Plan response, and these are shown in section 3.

This plan and associated timescales is based on our extensive experience of projects of this type, and uses quoted average lead-times from our key supplier.

3. Planning Assumptions

The following assumptions have been made in the preparation of this Draft Implementation Plan for the provided scenario:

- **Buyer** to communicate implementation/cut-over schedules to the business
- **Buyer** to provide a Site Representative(s) to liaise with the implementation team, manage Buyer activities/participation in cut-over and provide implementation sign-off
- **Buyer** to review or test and sign-off all deliverables presented including but not limited to PID, Plans, Designs, solutions, processes and procedures
- **Buyer** to provide accurate database of user's details.

4. Project Governance & Control

The following items underpin project governance and control and provide a basis for managing and measuring project scope and delivery progress and performance:

Control Item	Description
PROJECT PLAN	A plan for the delivery of the project showing Project Stages, task sequencing and durations, key milestones and overall project schedule and timeline
RISK REGISTER	A log of all known risks and mitigating activities
RAID LOG	A log for recording, defining, categorising and tracking any Risks, Assumptions, Issues and Dependencies.
REGULAR MEETINGS	<p>Regular project meetings attended by project management, technical lead and identified stakeholders to cover the following standard agenda:</p> <p>Management Summary</p> <ul style="list-style-type: none"> • Overall Red, Amber, Green (RAG) status of the Project and a brief management summary <p>Milestone Summary</p> <ul style="list-style-type: none"> • Status of progress against planned milestones or key dates <p>Completed During Period</p> <ul style="list-style-type: none"> • Activities completed or undertaken this period

Due for Completion Next Period

- Activities to be completed or undertaken next period

Risks & Issues

- Status of defined risks and issues, new items, any flagged items requiring escalation

Change Control

- Status of any agreed or proposed changes to the project.

5. Test Strategy

The Supplier's testing strategy will address the following components:

An overview of how Testing will be conducted in accordance with the Implementation Plan

- The process to be used to capture and record Test results and the categorisation of Test Issues.
- The procedure to be followed if a deliverable fails to satisfy the Test Success Criteria or produces unexpected results, including a procedure for the resolution of Test Issues.
- The procedure to be followed to sign off each Test.
- The process for the production and maintenance of Test Reports, including templates for the Test Reports and the Test Issue Management Log, and a sample plan for the resolution of Test Issues
- The names and contact details of the Buyer's and the Supplier's Test representatives
- A high level identification of the resources required for Testing, including facilities, infrastructure, personnel and Buyer and/or third party involvement in the conduct of the Tests
- The technical environments required to support the Tests
- The procedure for managing the configuration of the Test environments.

The following testing approaches are used in the delivery of mobile voice and data:

- Overall mobile network: subject to rigorous change control at the Suppliers operating business level, including testing of network changes and upgrades on a test and pre-production network environment
- Handset compatibility is tested by a dedicated Devices team, in conjunction with the manufacturer, prior to acceptance of each new handset onto range within the O2 Public Sector catalogue

- SIM/Number porting is tested in line with the porting guidelines provided by Ofcom. Port completion is verified by the O2 Implementation Specialists. SIM activation is undertaken by the user at the point of receipt. Defects are reported through the Business Implementation Team and replacement SIMs/PAC resubmissions initiated as appropriate.
- Coverage checks are carried out at key Buyer locations prior to the SIM's being delivered or migration taking place
- Handset function (out of box), is user-tested on receipt. The Supplier provides a next business day swap/replace service for any 'dead on arrival' assets. As a supplemental service, the Supplier offers device pre-staging (including out of box checks, configuration, charging and software installation) from our logistics facility in Normanton.

6. Project Resources

The Supplier would mobilise the following resources to deliver the Project:

Resource	Summary of Roles and Key Responsibilities
Project Manager	<ul style="list-style-type: none"> • Manage Project Initiation • Lead O2 Project Team • Implement and operate project controls • Reporting into Buyer and stakeholders • Manage and co-ordinate project delivery • Overall project leadership and Buyer point of contact • Manage transition from project to in-life service • Formal closure of the project.
Office Based Implementation Staff	<ul style="list-style-type: none"> • Configure and implement service reporting • Configure and implement service monitoring • Set-up internal support systems and tools and populate with Buyer, site and device information • Create and implement service processes and interfaces • Receive and validate full handover from the project.

Service Level Agreement:

By entering into a Direct Award under this Service Offer the Buyer will receive the following alternative Service Levels in relation to Lot 6 Mobile Services, such Service Levels have been provided in accordance with clause 3.1.2 c) of Framework Schedule 3 (Framework Prices):

The bespoke Service Levels are set out in Call-Off Schedule 14 PART B: Long Form Service Levels and Service Credits attached in Appendix 1 to this Service Offer.

1.1 A Customer Service Team will be available during Core Working Hours which shall be 08:00-18:00 Monday to Friday (excluding Bank Holidays). Outside the Core Working Hours, a service is provided through the same contact number for lost or stolen devices and general queries.

1.2 Buyers will be supported by a team on a 0800 number and 5 digit PIN. They will manage day to day service requests from nominated key contacts, to deal with requests and queries as listed in the Service Levels tables below.

1.3 In addition they will own queries that require expertise from specialist areas making sure that resolution is expedited, and that the Buyer is provided with regular feedback on progress.

1.4 Customer service will be provided through the same contact number whether within core or non-core working hours.

1.5 In addition an end user helpdesk can also be available to support generic queries from the Buyer's end users. Specifically, they deal with:

- General queries
- Lost or stolen phones
- PUK (Personal Unblocking Key codes)
- Warranty fault replacements
- Coverage and network checks.

Outside the Core Working Hours, a service is provided through the same contact number for lost or stolen devices and general queries.

Table One

Service Levels – Customer Service Team Response Times				Service Credit for each Service Period
Service Level Performance Criterion	Key Indicator	Service Level Threshold	Service Failure Threshold	
Telephone Response Time	Timelines	80% of Inbound telephone calls will typically be answered within 60 seconds during Core Working Hours. 95% of Inbound calls will typically be answered during Core Working Hours.	Not Applicable	Not Applicable
Service Bars	Timelines	95% of verbal single requests for Service Bars will typically be applied within one Core Working Hour of notification to the Supplier. 95% of single requests received via email will typically be applied within one working day.	Not Applicable	Not Applicable

Service Levels – Customer Service Team Response Times				Service Credit for each Service Period
Service Level Performance Criterion	Key Indicator	Service Level Threshold	Service Failure Threshold	
Routine General and Billing enquiries*	Timelines	95% of routine enquiries will typically be resolved within one working day	Not Applicable	Not Applicable
Extended Complaint, General and Billing enquiries #	Timelines	98% of extended enquiries will typically be resolved within timescales agreed with the Buyer.	Not Applicable	Not Applicable
Bulk Requests	Timelines	98% of bulk requests to the Buyer Billing account or Network will typically be completed within the schedule agreed with the Buyer.	Not Applicable	Not Applicable
Lost or Stolen Bars ##	Timelines	99% of verbal requests to bar lost and stolen handsets will typically be restricted within one hour of notification to the Supplier.	Not Applicable	Not Applicable

* Routine and Billing enquiries consist of (less than 10): profile updates, payment detail changes, value added services, reorganise subscriber, user reference change.

Username and cost centre changes need to be notified to O2 at least five Working Days before the invoice date. Bulk request timescales need to be mutually agreed.

Extended Routine and Billing enquiries consist of: value added services (more than 10); tariff transfer (more than 10); reorganise users (more than one Device); user reference change (more than 10); Buyer change; package plan change; Device number change; proof of delivery; call analysis; mobile number portability; specialised billing; Device returns; and payment to trace.

In the case of Lost or Stolen devices connected to a Buyer-hosted Unified Endpoint Management tool (for example Intune, Workspace One, MaaS360), the User must contact their IT Helpdesk, who should deactivate the device on and then notify O2 by calling the Customer Service Team.

NB. The Buyer is responsible for ensuring that adequate handset security is activated (Network PIN and device security password where available).

2. Orders

2.1 Orders for new Mobile Equipment can be submitted to the Customer Service Team by email or an alternative agreed method. Personnel entitled to place orders on behalf of the Buyer, will be defined in the Buyer's profile document. If a product is not in stock, the Supplier will offer the Buyer an alternative equivalent product or delivery date where possible. Typical details required for Mobile

orders would be:

- Account Details
- Purchase Order Number
- Delivery Address
- Contact Details
- Product Details
- User Details
- Tariff Details

Table Two

Service Levels – Order Provisioning Timescales				Service Credit for each Service Period
Service Level Performance Criterion	Key Indicator	Service Level Threshold	Service Failure Threshold	
Order Entry	Timelines	95% of orders received before 12:00 p.m. on a Working Day will typically be processed the same day.	Not Applicable	Not Applicable
SIM Card Activation	Timelines	95% of requests received via email to activate SIM Cards on the Network will be processed within one Working Day.	Not Applicable	Not Applicable

3. Faults

3.1 Mobile Device Faults

3.1.1 All new Mobile Equipment provided by the Supplier is supplied with the Warranty Period. Typically, this is 12 months from the date of dispatch of the Mobile Equipment. Where replacement Mobile Equipment is issued by the Supplier under the terms of the Supplier’s equipment warranty, such replacement Mobile Equipment shall be subject to the same warranty conditions as the original Mobile Equipment which it replaces except that the warranty period applicable to such replacement Mobile Equipment shall be the greater of:

- a) The outstanding period of the Warranty Period applicable to the Mobile Equipment which has been replaced, or;
- b) three (3) months from the date of dispatch of the replacement Mobile Equipment.

3.2 Mobile Equipment faults should be reported to the Customer Service Team. They will conduct some basic diagnostic checks and then process a replacement as necessary which will be subject to the Suppliers normal delivery arrangements. The SIM Card must be removed.

3.3 If the Mobile Equipment has become faulty due to user damage, or is not covered by the warranty either in scope or in time, the Buyer will be invoiced for the replacement Mobile

Equipment. The warranty service is only available on new devices purchased from the Supplier under the terms of the Call-Off Contract, and shall not be available for any other device.

Table Three

Service Levels – Timescales				Service Credit for each Service Period
Service Level Performance Criterion	Key Indicator	Service Level Threshold	Service Failure Threshold	
24 hour Replacements	Timelines	95% of Mobile Equipment covered by warranty will typically be replaced the following Working Day, or within two Working Days where the order is received after 12:00 p.m.	Not Applicable	Not Applicable

3.2 O2 Network Faults

3.2.1 If the Buyer has requested the Supplier to do so, the Supplier will keep the Buyer informed of major O2 network developments via e-mail. General coverage information is provided on the internet using the Supplier’s online coverage checker system, which can be accessed through the O2 Website.

3.2.2 Local faults can be reported to the Customer Service Team or to the O2 End User Helpdesk. Once reported the Supplier will engage O2 network engineers and keep the Buyer informed as to the resolution.

3.2.3 If the Buyer needs to report a network fault, please ensure that the Buyer has the following information to hand:

- As much geographical detail of where the fault occurred, including a postcode where possible
- The frequency of the occurring fault
- The environment in which the fault occurred
- Estimates of how many users are affected

3.2.4 Network faults must be reported to the Customer Service team in the first instance. Once a fault is logged and a case reference number has been issued, faults can be escalated via the O2 Client Manager (or the Service Delivery Manager) as appropriate.

4. Incident Management and Service Restoration Process

4.1 Incident Management is the process of identifying and resolving network and service incidents. It is a critical process within the Suppliers business because of the potential

impacts that incidents may have on the Supplier's Buyers. The following describes the Supplier's internal processes with respect to incident and service restoration management.

4.2 The Suppliers incident management process has a tiered-priority system, which allocates each incident a priority depending on its severity and impact on the Buyer. Each priority has a service level associated with it, which defines the time in which normal service should be restored.

4.3 All incidents are assigned one of the following classifications: 'Critical', 'High', 'Medium' or 'Low'. The incident classification is based on two assessments:

Impact: assessment of the actual or potential negative effect of an incident on the Buyers, service or brand - Extensive, Significant, Moderate, Minor

Urgency: assessment of the actual or risk of service degradation caused by an incident to the Buyers,

Service or brand - Critical, High, Medium, Low

Table Four

Incident Classification	Definitions
Critical	<ul style="list-style-type: none"> • Loss, or partial loss, of service which has a substantial impact and effect on many thousands of customers • Total loss of any key O2 UK operational site/s and critical equipment • Significant threat or risk to the O2 brand or reputation because of outage • Significant loss or risk to revenue
High	<ul style="list-style-type: none"> • Loss, or partial loss, of service which has a substantial impact and effect on thousands of Buyers • Loss of critical cell sites of strategic importance, e.g. airports, key business centres and ports of entry to the UK (P1 cells) • Loss of internal systems affecting the ability of O2 UK employees to do business or monitor parts of the network • Total loss of the ability to connect or change Buyer profiles (or delays affecting more than 500 Buyers) • Potential threat or risk to the O2 brand (caused by extended outage) • Loss or potential loss of revenue above a set limit • Security or data protection breach
Medium	<ul style="list-style-type: none"> • Loss or partial loss of service which has a major impact and affects hundreds of Buyers • Loss of internal systems that does not immediately affect the ability of O2 UK employees to do business, nor impair their ability to monitor parts of the network • Partial loss of the ability to connect or change Buyer profiles (or delays affecting less than 500 Buyers)
Low	<ul style="list-style-type: none"> • Loss, partial loss, or restriction of service that affects a limited number of Buyers • Low priority cellular problems or restriction of service • Temporary delay of billing data • Partial loss of internal systems, not affecting the ability to do business

- All 'requests'

Supplier internal target restoration times:

Incident Classification	Internal Restoration Target			
	Critical urgency	High urgency	Medium urgency	Low urgency
Extensive impact	CRITICAL 2 hours (24/7)	CRITICAL 4 hours (24/7)	HIGH 4 hours (24/7)	MEDIUM 9 hours (Business hours)
Significant impact	CRITICAL 4 hours (24/7)	HIGH 4 hours (24/7)	MEDIUM 9 hours (Business hours)	MEDIUM 45 hours (Business hours)
Moderate impact	HIGH 4 hours (24/7)	MEDIUM 9 hours (Business hours)	MEDIUM 45 hours (Business hours)	LOW 90 hours (Business hours)
Minor impact	MEDIUM 9 hours (Business hours)	MEDIUM 45 hours (Business hours)	LOW 90 hours (Business hours)	LOW 90 hours (Business hours)

5. Incident management process definitions

5.1 Incident Classification priority: the priority assigned to the incident based on the impact upon Buyers and the urgency with which service should be restored.

5.2 Target time for restoration of service to Buyers: Business hours, defined as the core working hours, excluding bank and public holidays

6. Planned and Unplanned Outages

6.1 For the avoidance of doubt the targets set out in this document are not contractually binding and the Supplier shall have no liability for any failure to meet these targets.

6.2 The Supplier does not guarantee to provide notice to the Buyer for unplanned outages in circumstances where OFCOM or any other regulatory or Government body or a court of law enforces these upon the Supplier. Where practical the Supplier will advise the Buyer of all unplanned outages deemed sufficiently significant in terms of the ongoing provision of the Service.

7. Disconnection of Service

7.1 If a Service is no longer required in respect of a SIM Card the Supplier recommends that the Buyer first consider reallocation of that SIM Card and Device within the Buyer organisation. However, if the Buyer wishes to disconnect a SIM Card please inform the Customer Service Team in writing. The Supplier aims to terminate on the day requested. Termination Fees may be charged in line with the Call-Off Contract.

Table Five

Service Levels - Timescales				Service Credit for each Service Period
Service Level Performance Criterion	Key Indicator	Service Level Threshold	Service Failure Threshold	
Disconnections	Timelines	99% of requests for Network disconnection will typically be processed within one working day of notification.	Not Applicable	Not Applicable

8. Mobile Delivery Exclusions

8.1 Mobile Equipment delivery by registered carrier will not include the following areas:

Postcode	Delivery Branch	Terminal Sort	Delivery Time
IM1-9	Isle Of Man	Manc	2-3 Working Days
GY1-9	Channels Islands	Guernsey	2-3 Working Days
JE1-4	Channels Islands	Jersey	2-3 Working Days
PA45-88	Glasgow	Glasgow	2-3 Working Days
PA44	Glasgow	Glasgow	3-4 Working Days
PA28-43	Glasgow	Glasgow	2-3 Working Days

Postcode	Delivery Branch	Terminal Sort	Delivery Time
ZE1-3	Aberdeen	Glasgow	3-4 Working Days
KA27-28	Kilmarn	Glasgow	2-3 Working Days
IV3-11	Inverness	Glasgow	2-3 Working Days
IV14-20	Inverness	Glasgow	2-3 Working Days
IV22-28	Inverness	Glasgow	2-3 Working Days
IV21	Inverness	Glasgow	3-4 Working Days
IV40-49	Inverness	Glasgow	2-3 Working Days
IV51-56	Inverness	Glasgow	2-3 Working Days
IV63	Inverness	Glasgow	2-3 Working Days
KW1-14	Inverness	Glasgow	2-3 Working Days
KW15-17	Inverness	Glasgow	3-4 Working Days
HS1-9	Inverness	Glasgow	3-4 Working Days
PH30-40	Inverness	Glasgow	2-3 Working Days
PH41-44	Inverness	Glasgow	3-4 Working Days
PH49	Inverness	Glasgow	2-3 Working Days
PH50	Inverness	Glasgow	2-3 Working Days

9. Critical Service Level Failure:

9.1 A Critical Service Level Failure will be deemed to have occurred if the entire Network is unavailable for a period of 72 consecutive hours or more.

9.2 In the event of a Critical Service Level Failure, the Buyer shall be entitled to terminate this Call-Off Contract for material Default.

Price Card:

The Price Card defines the price for Services made available to Contracting Bodies through the Service Offer. All Price Card Information has been provided within the above Service Offer Description.