

MOBILE TERMS

(including terms for the Voice Services and/or 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 General Conditions, the following terms and expressions apply:

TERM/EXPRESSION	MEANING
Airtime	means mobile airtime and Network capacity;
Airtime Account	means a notional account set up by the Company to accrue credits owing to the Customer from which Airtime can be purchased from the Company by the Customer;
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 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;
Minimum Spend	means the monthly minimum expenditure per SIM Card for the Voice Services (and for the avoidance of doubt excluding any expenditure relating to Mobile Equipment Charges and data charges) which must be incurred by the Customer during the Minimum Term or Renewal Period (as applicable), as set out in the Commercial Schedule;
Data Services	means the Mobile Services under which the Company supplies the Customer with Airtime enabling the Customer to transfer data on the Network;
Device	means a mobile device or other Mobile Equipment incorporating a SIM Card;
Gateway	means any equipment containing a SIM Card which enables the routing of calls from fixed apparatus to mobile equipment by establishing a mobile to mobile call or data connection;
Mobile Equipment	has the meaning set out in the Mobile Equipment Terms;
Mobile Services	means those Services identified as a "Mobile Service" in the Services Schedules;
Mobile Terms	means this document entitled "Mobile Terms";
New Connector	(including New SIM-Only Connections and new Non SIM-Only Connections) means a new SIM Card which connects to the Network under the Agreement which was not immediately prior to the Agreement connected to the Network except where the SIM Cards were formerly provided to the Customer by means of a Reseller;

New Non SIM-Only Connection	means a New Connection in conjunction with which the Company is providing a Device at the New Connection rate for Mobile Equipment specified in the Company Price List;
New SIM Only Connection	means a New Connection in conjunction with which the Company is not providing a Device at the New Connection rate for Mobile Equipment specified in the Company Price List;
Reseller	means any third party acting as an agent or distributor on behalf of the Company;
Re-Sign Non SIM Only	means the transfer of a SIM Card which was, immediately prior to the Agreement, connected under an agreement between the Company and/or O2 (directly, and not via a third party) and the Customer and in conjunction with which the Company and/or O2 is providing Mobile Equipment;
Re-Sign SIM Only Connection	means the transfer of a SIM Card which was, immediately prior to the Agreement, connected under an agreement between the Company and/or O2 (directly, and not via a third party) and the Customer, and in conjunction with which the Company and/or O2 is not providing a Device at the New Connection rate for Mobile Equipment specified in the Company Price List;
SIM Card	means a subscriber identity module supplied to the Customer by the Company;
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;
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 Company to business customers, the details of which appear on the Company Price List; and
Voice Services	means the Mobile Services under which the Company supplies the Customer with Airtime enabling the Customer to make and receive mobile voice calls and SMS texts on the Network.

MOBILE SERVICE STANDARDS

The Customer acknowledges that provision of the Mobile Services is subject to the geographic extent of airtime 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.

SIMS CARDS AND NUMBERS

- (a) Where the Customer is not already a Company customer, the Company 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. Title to the SIM Cards shall remain with the Company.
- (b) The Company shall:

- i) provide to the Customer such mobile numbers as are necessary for the Customer to receive the Mobile Services; or
- ii) endeavour to port mobile numbers from another mobile network in accordance with standard porting procedures between mobile networks in the United Kingdom.

Nothing in the Agreement shall be construed as to grant the Customer any right in relation to the mobile numbers other than to receive the Mobile Services as described in the Agreement.

CHARGES

- (a) The Charges for Mobile Services detailed in the Commercial Schedule are available, subject to the Customer fulfilling all of its commitments as set out in the Agreement (for example, the Minimum Spend and Minimum Term as applicable).
- (b) The Customer acknowledges that roaming calls may take longer to be billed than other types of calls.
- (c) The Company may monitor the Customer's usage of the Mobile Services for the purpose of controlling the Company's credit risk and the Customer's exposure to fraudulent usage.
- (d) The Customer will be liable for any Charges incurred as a result of unauthorised use of the Mobile Services.
- (e) Any credits accrued in the Airtime Account may be used solely for the purposes of offsetting Charges for Airtime, do not have any monetary value, and the Customer is not entitled to:
 - i) use any credits accrued in the Airtime Account to offset Charges for Services other than Airtime or vice versa;
 - ii) offset any credits accrued in the Airtime Account against any outstanding debt; any payments from any credits accrued in the Airtime Account; or
 - iii) any future use of credits accrued in the Airtime Account upon termination of the Agreement.
- (f) Where the Customer requests that a Successor Supplier provide Replacement Services upon the termination of the Mobile Services the Company shall be entitled to charge the Customer in relation to the transfer arrangements a reasonable fee including without limitation the right to charge a reasonable fee for the provision of a porting authorisation code (PAC or MAC codes).
- (g) The Company may increase the Charges for Service(s) each April by the prevailing RPI Rate or otherwise to reflect change in prices, tariffs, terms or otherwise made or imposed by any third party supplier of the Company or a regulatory body.

DISCONNECTION OF SIM CARDS

- (a) The Customer may serve on the Company a disconnection notice in respect of a SIM Card at any time.
- (b) The Company will, within 30 days from receipt of a disconnection notice, disconnect the relevant SIM Card or SIM Cards from the Mobile Services.
- (c) In the event that the Customer gives a disconnection notice resulting in disconnection of a SIM Card prior to the expiry of its Minimum Term (as set out in the Commercial Schedule) or any Renewal Period, the Customer will pay to the Company any applicable Termination Fee.

OBLIGATIONS OF THE CUSTOMER

- (a) The Customer shall notify the Company 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.

- (b) The Customer will be responsible for any Charges incurred as a result of unauthorised use of any SIM Card, or the information contained within a SIM Card, until the Company has received a request from the Customer to suspend the provision of Mobile Services to that SIM Card.
- (c) The Customer shall, and shall take all reasonable steps to ensure that its employees will:
 - i) not use the Mobile Services in any way to generate AIT; and
 - ii) not, without the prior written consent of the Company which may be withheld at the Company's absolute discretion, establish, install or use a Gateway so that telecommunication services are provided via the Gateway.
- (d) 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.
- (e) The Customer agrees that in respect of SMS and MMS, the Company is procuring access to 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 Company.
- (f) The Customer shall not be permitted to transfer a SIM Card from the tariff which that SIM Card was originally connected to under the Agreement to another tariff except where the Company at the Company's absolute discretion agrees to do so and confirms such a change in writing to the Customer.
- (g) The Company 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 Company 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 the Agreement during any period of suspension.

VALUE ADDED SERVICES

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

CUSTOMER EQUIPMENT

- (a) 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:
 - i) some of the Mobile Services may not function correctly (the "Affected Services");
 - ii) the Company may choose not to provide the Customer with the Affected Services; and
 - iii) the Company shall have no liability for the Customer's inability to receive those Affected Services.
- (b) Any customer equipment must be:
 - i) technically compatible with the Network and the relevant Mobile Service and shall not harm the Network or equipment belonging to another customer;
 - ii) connected to the Network strictly in accordance with the instructions of the Company; and
 - iii) used by the Customer in compliance with any relevant instructions, standards and laws.

INSURANCE

Please refer to the Company Web Site for more details of the mobile insurance terms, such terms shall be incorporated by reference herein.

MOBILE SERVICE SCHEDULE

GOOD SERVICE

The following additional terms and conditions apply to the provision of the Good Service.

1. DEFINITIONS

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

TERM/EXPRESSION	MEANING
Electronic Distribution	Stock means provision of Good Software by electronic download means as opposed to on physical medium such as a disk;
Evaluation Agreement	means a limited period evaluation or trial agreement under which the Customer has the opportunity to trial the Good Service;
First Line Support	means the Customer's IT helpdesk which shall be the Customer's employees first point of contact in the event that they have a query or problem with a Good Accredited Device or the Good Service;
Good Accredited Device	means a specific Device accredited by the Company for use with the Good Service;
Good Client Software	means the Good handheld software application, which is installed onto the Good Accredited Device by the Customer, enabling connectivity to the Good Service;
Good Customer Service Charter	means the service plan for Good Service as determined by the Company, which can be provided to the Customer by the Company on request and as updated from time to time;
Good Mobile Messaging Server Software	means the software known as the Good mobile messaging server software for either Microsoft Exchange or Lotus Domino and which, when installed on the Customer's Server of the required Server Specification, forms part of the End-User Licensed Software for the purposes of using the Good mobile messaging functionality;
Good Mobile Intranet Server Software	means the software known as the Good mobile intranet server software for Microsoft Exchange and which, when installed on the Customer's Server of the required Server Specification, forms part of the End-User Licensed Software for the purposes of using the Good mobile intranet functionality;
Good Service	means the Mobile Service which enables the Customer to send and receive e-mails wirelessly using a Good Accredited Device;
Good Software	means the Good Mobile Messaging Server Software and the Good Mobile Intranet Server Software;
Mobile Terms	means the Terms applicable to Mobile Services which form part of the Agreement;
Server	means the computer server provided by the Customer on which the Good Software will be installed and operate; and

Server Specification

means the minimum specification of the Server which shall be available from the Company upon request.

MOBILE SERVICE

The Good Service is a "Mobile Service" and the Mobile Terms will apply to this Service.

SERVICE STANDARDS

- (a) The Customer will procure the Good Service in conjunction with a Company data tariff. Without a Company data tariff, the Good Service will not be able to operate.
- (b) The Company reserves the right to terminate access to the Good Service for SIM Cards connected to the Good Service for which:
 - i) the Charges associated with the Good Service are not being paid;
 - ii) or an appropriate end-user licence has not been procured.
- (c) The Customer expressly acknowledges the following additional obligations in respect of the provision of the Good Service. The Customer shall be responsible for:
 - i) procuring and commissioning the Server in accordance with the Server Specifications and licensing requirements;
 - ii) installing the Good Software components;
 - iii) provision of suitably qualified IT personnel who have a full working knowledge of the Customer's corporate e-mail system and firewalls;
 - iv) configuration of the Good Software and configuration of the Good Client Software for each Good Accredited Device;
 - v) provision of First Line Support for Good Accredited Device users; and
 - vi) provision of any necessary training for Good Accredited Device users.
- (d) In the event the Customer uses software packages or applications other than those approved by the Company for use with a Good Accredited Device or the Good Software, the Company shall have no liability whatsoever for any failure of the Good Service resulting from the use of such software packages or applications by the Customer.
- (e) The Customer agrees that it will deactivate any lost, stolen or replaced Good Accredited Devices from the Server.
- (f) The Customer shall use the returns process as detailed by the Company to the Customer from time to time for returns of all damaged/faulty Good Accredited Devices and/or other Equipment.
- (g) The Customer will take all reasonable steps to ensure that all its Good Accredited Device users connected to the Good Service invoke password protection on their Good Accredited Devices. The Company shall not be liable for any losses whatsoever or howsoever occurring as a result of a Good Accredited Device user failing to invoke adequate password protection. The Customer should note, and inform its users, that text messages as well as e-mails may be retained on a Good Accredited Device even when it is turned off or the SIM Card is removed from it.
- (h) The Customer shall be responsible, as licensee of the End-User Licensed Software for any encryption of information between the Customer's Good Software and the Good Accredited Devices. The Customer shall accept responsibility for the provision, when properly required, of unencrypted information to the relevant authorities in accordance with European regulations and United Kingdom legislation. In the event that changes in legislation impose a requirement on the Company or its Third Party supplier to provide such unencrypted information, the Customer shall provide the Company or its Third Party supplier, promptly or in accordance with any statutory timescales, with

the unencrypted information in order for the Company or its Third Party supplier to forward it to the relevant authority.

MOBILE SERVICE SCHEDULE

MOBILE BROADBAND

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

1. DEFINITIONS

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

TERM/EXPRESSION	MEANING
Mobile Broadband	means the Mobile Service under which the Company enables the Customer to use the internet to send and receive data over the Network using approved Mobile Equipment containing a Company SIM Card; and
Mobile Term	means the Terms applicable to Mobile Services which form part of the Agreement.

MOBILE SERVICE

Mobile Broadband is a "Mobile Service" and the Mobile Terms will apply to this Service.

SERVICE STANDARDS

- (a) Connection speeds are subject to various factors including network coverage and signal strength and therefore the Company can not guarantee that the Customer's connection will reach any specific speeds.
- (b) Use of Mobile Broadband is subject to the Customer using a compatible laptop or mobile handheld device. The Customer is responsible for ensuring they meet minimum system requirements, as specified by the Company, in order to use the service.
- (c) Data usage can be monitored through the "Connection Manager" software. Data usage is displayed by calendar month and may not match the Customer's billing period so must be used as guidance only.

CUSTOMER OBLIGATIONS

- (a) The Customer must tell the Company immediately upon becoming aware of any improper disclosure of security information or unauthorised use of Mobile Broadband through the Customer's account.
- (b) An excessive usage policy operates and the Customer shall ensure the Mobile Broadband is not used:
 - i) in, or connected to, any other device excluding a USB modem or data card; or
 - ii) to allow the continuous streaming of any audio/video content, to enable Voice over Internet Protocol (VoIP), to use Peer to Peer (P2P) software or for file sharing.
- (c) If the Company reasonably suspects the Customer is not acting in accordance with this policy the Company shall contact the Customer with its concerns and reserves the right to impose further Charges and/or impose network protection controls which may reduce the Customer's speed of transmission.