

# Mobile Service Guide

Product Annex v201901

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## 1.0 Introduction

Thank you for your recent Order with SCC and we look forward to providing this service to you and delivering an excellent customer experience. We are committed to continually improving our Services and look forward to receiving any feedback on the performance or quality of your interaction with SCC.

This document outlines key details about your service including product detail, installation details through to support and service credits. This document is updated regularly so please ensure you log into <http://www.scc.com/telecoms-standard-terms-and-conditions/> for the latest version.

This document will form part of your Contract with SCC (following acceptance of your Order by SCC) for the provision of the SCC Service, as further detailed in the Master Services Agreement. This document uses a number of words and expressions whose meaning are defined Section 11 of this document. Further definitions used in this document are found in the Clause 19 of the Master Services Agreement.

## 2.0 General Details

This Service Guide covers Mobile voice and data Services.

## 3.0 Product Description

### 3.1 Mobile

Delivery of SIM only Services for Voice and Data applications to be used within mobile handsets, tablets and routers depending on the application. Voice is available on a per minute basis although the majority of contracts have high levels of bundled minutes minimising cost overrun. Service is delivered through EE, Vodafone, O2 and Three networks in the UK with roaming available as an additional cost option for the rest of the world.

Although SCC will use its reasonable endeavours to provide the Customer with Mobile Services at all times, it is unable to guarantee a continuous fault free service and the provision, quality and availability of Mobile Services is subject to:

- the geographical extent of the base stations that make up the Network coverage (and SCC will have no obligation to provide any Mobile Services outside the range of the Network);
- local geography and topography;
- weather and/or atmospheric conditions;
- degradation, congestion or maintenance requirements of the Network, including but not limited to re-positioning and/or decommissioning of the base stations;
- other physical or electromagnetic obstructions or interference;
- faults in other telecommunication networks to which the Network is connected;
- the compatibility of the Hardware used by the Customer; and
- the number of users trying to access the Mobile Services.
- The Mobile Services may, from time to time and without notice be suspended or limited because of maintenance, emergency or upon instruction by any government or appropriate authority.

The Customer acknowledges that, as Network design is an on-going process, the range of base stations making up the Network may change from time to time at the Network Operator's discretion and that at any time the Network may comprise of different

technologies. The Mobile Services are made available provided the Customer is in the range of the base stations forming part of the Network. Any coverage maps provided to the Customer are the Network Operator's estimate of outdoor coverage and do not guarantee coverage which may vary depending on location.

SCC will aim to enable the Customer to access the networks of other operator's in different countries ("Roaming") however Roaming will depend upon the arrangements between the foreign operators and the Network. The availability, quality and coverage when Roaming cannot be guaranteed by SCC.

Use of the Mobile Services or any content accessed through it in a country other than the UK may be subject to different laws and regulations. The Customer is responsible for ensuring compliance with such laws or regulations and SCC is not liable for any failure of the Customer to do so.

The Customer shall be responsible for implementing its own data archiving and data backup process. The Customer acknowledges that it may be required to restore data from its back up to relevant systems to enable the Mobile Service to continue to be provided.

Unless otherwise agreed in writing, title and property in any SIM shall remain vested in SCC and the Customer is hereby granted a licence to use any SIM only for accessing the Mobile Services during the term of this Agreement.

The SIMs may be subject to additional terms (such as user manuals and in box documentation) which the Customer accepts by retaining and using such SIM. If the Customer does not consent to such additional terms it must (at its cost) return the SIMs (at its cost) within 7 days of delivery.

### 3.2 Mobile Managed Services

The terms set out shall apply to any Managed Services provided by SCC to the Customer. The Customer shall enter into a separate airtime contract with the Network Operator of its choice ('Network Operator Contract') for the same duration as this Agreement and the Customer warrants that it shall comply with the terms of the Network Operator Contract.

The charges payable under the Network Operator Contract shall be invoiced direct to the Customer by the Network Operator and the Customer shall pay such charges direct to Network Operator in accordance with the Network Operator Contract.

## 4.0 Orders

SCC may accept each Order in its discretion and may require Customer to provide satisfactory financial and credit information before acceptance.

An Order is treated (by this Agreement) as accepted by SCC when SCC notifies the Customer in writing (including by email) that (a) a date has been set for Activation of the service (b) a date for the delivery of the SIM cards (c) a date for the delivery of Hardware. SCC will issue such notification by an email to the Customer onsite contact and the technical contact stated on the Order. The date of such notification shall be referred to in this Agreement as the 'Order Committed Date'.

## 4.1 Additional Orders

The Customer may request from time to time in writing (including email) additional or supplementary orders. This may include but not limited to:

1. SIM cards
2. Phones
3. Wireless routers
4. Data bundles

### 4.1.1 Authority

It is the Customer's responsibility to ensure that the requester has the necessary authority to make these requests on behalf of the Customer.

### 4.1.2 Financial Approval

SCC will not normally require additional financial coverage or credit references to fulfil this type of request and will invoice the Customer at the appropriate rates for the additional services against any existing purchase order or contract. However acceptance of additional orders is at SCC's discretion and SCC may request additional financial approval in the form of a purchase order from the Customer before processing the additional order.

### 4.1.3 Term

The Customer acknowledges that any additional order within this Clause 4.1 may be subject to a separate term to the initial Order and additional orders within this Clause 4.1 may therefore extend beyond the term of the initial Order.

## 4.1 Charges

The Charges are confidential and shall not be disclosed to any third party without SCC's written consent. All Charges and any other sums due under this Agreement are exclusive of value added, sales and similar taxes of any kind, for which the Customer shall be additionally liable.

The Mobile Charges shall be invoiced:

- in advance for subscription, line rental and other recurring charges (inclusive of any inclusive usage charges); and
- in arrears for usage (excluding inclusive usage charges), connection and other non-recurring charges.

Hardware Charges shall be invoiced when supplied hardware is Ordered by the Customer from SCC. Repair Charges shall be invoiced when the work has been undertaken.

## 4.2 Fraud

SCC and/or the Network Operator may reserve the right to monitor the Customer's usage of the Mobile Services for the purpose of controlling SCC's credit risk and the Customer's exposure to fraudulent usage and reserve the right to withhold Services if they suspect fraud.

The Customer must take all reasonable steps to monitor the profile of calls made and received using the Voice Services for potential fraudulent or bad faith use and take action to prevent such use.

## 5.0 Activating the Service

The SIM will be activated on an agreed date. Porting of numbers from one SIM to another might not happen on the same date. If this is the case the Customer will be provided with a temporary CTN.

## 6.0 Provision of the Service

These Services are remotely activated meaning a customer engineer is not required at site.

### 6.1 How SCC will communicate to you

SCC will notify once the Order is placed and once we have the Activation or installation date. SCC will again contact you the day prior to the installation, to remind you of the installation and to ensure everything is in Order. Finally SCC will notify you once the service is active, typically the day after the installation date.

### 6.2 Service Technology

SCC may at any time vary or alter the equipment or other technology used in the delivery of the Services provided that such variations or alterations shall not be materially detrimental or disruptive to the performance capability of the Services.

### 6.3 Installation of Service

Installation is remote, any SIMs or hardware required for the service to operate will be shipped to site ready to use ahead of the Activation date.

### 6.4 Activation Lead-Time

SCC shall use its reasonable endeavours to provide the Service within the following lead times. Lead-times run from the Order Committed Date.

SIM – 10 working days

Hardware – 10 working days depending on stock

The lead times are target lead time and SCC shall not guarantee they will be achieved. Further, SCC reserves the right to change these lead times if new work and/or third party consents are required. SCC shall not be liable in contract, tort (including negligence) or otherwise for a failure to meet such timeframes, provided that SCC has discharged its obligation to use reasonable endeavours to achieve lead times.

### 6.5 Customer Obligations

The Customer shall:

- not use the Mobile Services, the SIM or any CTN supplied by SCC in connection with the Mobile Services for any illegal, immoral or improper uses or in a way that contravenes any law, licence, code of practice, regulations, instructions or guidelines issued by a relevant regulatory or other competent authority;
- not use the Mobile Services to make nuisance calls or to send, knowingly receive, store or communicate any material which is unlawful, offensive, abusive, indecent, defamatory, obscene, menacing or a nuisance;
- not use the Mobile Services to spam or to send unsolicited advertising, marketing or promotional material;

- not use the Mobile Services in any way which causes annoyance, inconvenience or needless anxiety as set out in the Communications Act 2003;
- not use the Mobile Services in a manner which may damage the reputation of SCC or the Network Operator;
- not use the Mobile Services in a manner which, in SCC's opinion, will (or is likely) to adversely affect the provision of the Services to customers and users of SCC and/or the Network;
- not to use the Mobile Services in a manner which is inconsistent with a reasonable customer's good faith use of the Mobile Services and/or the Network;
- not to use the Mobile Services in a way that is in contravention of SCC's, Network Operator's or any other third party's rights (including but not limited to rights in Intellectual Property);
- not to establish, operate install or use (whether directly or through a third party) any device to route or re-route voice, data or other Services on or from the Network including without limitation:
  - a GSM Gateway; or
  - any device used to forward or divert calls with the intention of reducing the charges for that call except where that device is provided by SCC and used in accordance with any applicable service terms; or
- participate in any activities or conduct which may result in Artificially Inflated Traffic;
- not to knowingly distribute malicious software or permit the hacking or unauthorised modification of any Hardware or the Network;
- keep confidential and not disclose to any third party any account password, personal identification code, number of name issued by SCC or Network Operator permitting access to the Mobile Services;
- provide in a timely manner any information and/or assistance SCC or Network Operator requires in Order to supply the Mobile Services ensuring the continuing accuracy and completeness of such information;
- comply with any applicable manuals, guidance and any instructions, codes of practice or procedures issued by SCC or the Network Operator relating to or concerning the use of the Mobile Services and the use of the Network and co-operate with SCC's reasonable security and other checks (which may include the Network Operator making calls or sending communications to the Customer);
- notify SCC of any circumstances which may affect the Customer's ability to comply with the terms of this Agreement and/or on becoming aware of or suspect any improper or illegal use of the Mobile Services;
- comply with any applicable fair use policy that SCC or Network Operator may issue from time to time, any such policy will be made available on SCC's or Network Operator's Website;
- hold and continue to hold any licences, consents and/or notifications required under any applicable legislation, regulation and/or administrative Order to receive and use the Mobile Services and/or to connect to the Network;
- only use the Mobile Services for its own use and shall not resell, resupply, distribute or otherwise commercially exploit any of the Mobile Services and shall not permit any other party to do so;
- only use the SIMs provided to the Customer by SCC pursuant to this Agreement to access the Mobile Services and not for any other purposes;
- only use the SIMs provided to the Customer by SCC pursuant to this Agreement in Hardware which is enabled for Mobile Services, compatible with the Network and authorised by SCC (not unreasonably to be withheld);
- ensure that any Users comply with the terms of this Agreement; and

- not permit Supplied Hardware to be unlocked via any unauthorised manner (i.e. by anyone other than SCC or the manufacturer of the Supplied Hardware); the Customer must contact SCC if the Customer wants a Supplied Hardware item to be unlocked from the Network.

The Mobile Services may be used by the Customer to view websites worldwide and SCC accepts no liability for the content, Services or otherwise in respect of any website and the Customer agrees to confirm to the acceptable use policies of such websites.

The Mobile Services may enable access to the internet, use of which is solely at the Customer's risk and subject to all applicable laws. SCC has no control over and is not responsible or liable in any way for any content offered by third parties on or through the Mobile Services. The Customer agrees that it retains responsibility for, and control of content which it sends or passes over the Network.

The Customer agrees that SCC and/or the Network Operator (and/or a supplier of the Network Operator may monitor and record calls to "999" and "112" Services and calls or other communications relating to SCC (or the Network Operator's) customer Services and telemarketing.

The Customer agrees that in respect of Messaging Services, neither SCC nor the Network Operator have any knowledge of, involvement with, or liability for the specific content of any text messages sent to the SIM which do not originate from either SCC or the Network Operator.

The Customer shall not be permitted to transfer the SIM or the CTN from the tariff which that SIM or CTN was originally connected to under this Agreement to another tariff except where SCC at its absolute discretion agrees to do so and SCC confirms such a change in writing to the Customer.

The SIMs and/or Supplier Software may be subject to export control laws and regulations. The Customer agrees to comply with any applicable export laws, regulations, prohibitions or embargoes of any country and agrees to obtain written authority from the relevant licensing authority where necessary.

SCC does not represent that any necessary export approvals and/or licences have been obtained or will be granted in respect of the SIMs or SCC Software.

## 6.6 Security

The Customer shall take all reasonable steps (including testing with the latest commercially available virus detection software) to ensure that any software used with or in connection with the Mobile Services under this Agreement is not infected by viruses and/or logic bombs, worms, trojan horses and any other types of disruptive, destructive or nuisance programmes.

The Customer must inform SCC immediately if it becomes aware of the loss, theft, damage of any SIM/CTN and shall remain liable for all charges incurred by the use or any lost or stolen equipment until reported to the Network Operator by SCC. Data on any lost or stolen SIM is at the Customer's risk and the sending of any command for remote wiping of data is the responsibility of the Customer. The Customer must send any remote wipe command prior to reporting the device stolen and SCC will use reasonable endeavours to instruct the Network Operator to carry out such a command across the Network. The

Customer acknowledges that once the loss or theft of the SIM is notified to SCC, SCC will instruct the Network Operator to terminate the ability of the SIM to communicate with the Network.

SCC may recall, update or have access to the SIMs as reasonably required to enhance or maintain the quality of the Mobile Services, but will endeavour to minimise any disruption caused to the Customer.

The Customer shall notify SCC immediately on becoming aware that any person is making unauthorised, improper or illegal use of a SIM and/or CTN and shall take all such steps necessary (including such steps requested by SCC) to prevent such use.

## 6.7 Numbers

SCC may allocate to the Customer telephone numbers in connection with the Mobile Services and ownership of any such telephone numbers shall remain with SCC (or the Network Operator).

Nothing in this Product Annex shall be construed so as to transfer ownership of any telephone numbers to the Customer nor to grant the customer the right to sell or dispose of a telephone number. All of the Customer's rights to use telephone numbers supplied by SCC in connection with the Mobile Services will cease upon termination of this Agreement or the relevant Mobile Service.

The Customer shall comply with any and all instructions for the use of any telephone number issued by SCC from time to time.

## 7.0 Service Equipment and Remote Management

The Customer shall ensure that all Service Equipment is connected to the Network and used in accordance with any relevant standards and, in addition, the following standards in the Order of precedence below:

- any legal requirements imposed on the parties including those arising from General Condition 2 set out under section 45 of the Communications Act 2003;
- any relevant specification notified by Ofcom in implementation of the recommendations of the Network Interoperability Consultative Committee;
- any relevant recommendations by the European Telecommunications Standards Institute; and
- any relevant recommendations by the Telecommunications Standards Bureau of the International Telecommunications Union.

Where remote management of the CPE (Client Premise Equipment) transfers to Customer on cessation of the Service, SCC will, at Customer's request (sent to [Telecoms@scc.com](mailto:Telecoms@scc.com) prior to the termination date), reset the CPE to factory default settings so as to provide Customer with management access to the device. A request to reset the CPE after this date will require the return of the CPE to SCC and collection, each at Customer's expense.

Remote Management (where specified in the Order Form) is provided as standard with Cisco, Juniper and Meraki hardware, to support configuration changes. SCC will endeavour to make changes within 4 Working Hours of notice.

These include, but are not limited to the following change requests:

- Basic Configuration requests;
- Change requests for access lists and NAT rules;
- Requests for setting up 1st dial-in VPN;
- Requests to add or remove VPN users or changing security settings.

Basic Configuration requests are requests that can be completed within 1 hour. For the avoidance of doubt, change requests and SCC's obligations in relation to such change requests are subject to and conditional on Customer's compliance with the Acceptable Usage Policy.

Advance Configuration (which shall mean more than 1 hour configuration), advance routing and additional site-to-site VPNs will be subject to consultation with an engineer and checked by a supervisor. SCC will aim to complete this within 10 Working Hours. Out of hour Configuration can be arranged at an additional cost.

All Customer requests for changes to hardware configuration must be made via email even if a support ticket is also raised by the phone system. Should the Customer not provide all the necessary information required to carry out a change then a request for further details will be provided within the stated 10 Working Hour time period. The clock will restart when all required information has been provided. SCC may refuse such request in the event that it reasonably believes that such request may result in loss of or disruption to the Service or Network.

4 Hour Hardware Replacement warranty is available as an option on the Service Equipment. This warranty provides onsite replacement of the hardware with a like for like replacement within 4 hours (the 4 hour period being the period up to delivery of the hardware at Customer's premises) of it being diagnosed as faulty. The Customer acknowledges that this time period does not take into account or include the diagnostic period necessary to determine whether the hardware is faulty following the raising of a support ticket and excludes any time taken to install and commission the hardware. Where this option has been taken by the Customer, SCC shall use its commercial endeavours to meet the 4 hour response target and the service credits specified in Schedule 3 shall apply in the event of SCC's failure to meet this response target. Where this option has not been taken by the Customer, SCC shall use reasonable endeavours to repair or replace with a like for like replacement within the next business day of it being diagnosed.

SCC will have no liability to the Customer relating to the provision or performance of any Services affected by the any failure by Customer to comply with any obligations outlined in this Product Annex.

## 8.0 Termination or Migration

Where the Agreement or the provision of a particular CTN is terminated by SCC within the Minimum Period or any Extended Term either a) pursuant to and in accordance with condition 18; or b) at the Customer's request and with the written consent of SCC, a fee will be payable by the Customer to SCC as follows ("Termination Fee"):

- a sum equivalent to the RRP Cost monthly line rental payable as set out in the Order, inclusive usage charges and minimum spend for each CTN for the remainder of the Minimum Period or Extended Term; and
- a fee for each CTN supplied by SCC to the Customer calculated as follows:

Number of months remaining in Minimum Period	Fee payable per CTN
13-24	£125
1-12	£95

- and where the Agreement has a Minimum Contract Spend and the Minimum Contract Spend has not been achieved, an additional sum equivalent to the difference between the Minimum Contract Spend and the amount actually paid to SCC by the Customer pursuant to the Agreement at the date of termination of the Agreement.

For the purpose of calculating the amounts payable only whole months will be included and if part way through a month, that month will be deemed to be remaining. By way of illustration, a Customer who is in half way through the sixth month of a 24 month minimum period would be deemed to have 19 months remaining on their Minimum Period.

In the event of termination of this Agreement or a CTN for any reason, SCC shall have a right of set off against the Hardware Fund (if any) in respect of all sums owing by the Customer to SCC pursuant to this Agreement (or the case of the termination of a particular CTN, in respect of all sums owing by the Customer to SCC pursuant to this Agreement in respect of that particular CTN).

Following the expiry of the Initial Term of any Contract, either SCC or Customer may terminate that Contract by not less than one (1) months' written notice, such notice to take effect at the end of the Initial Term or the same day in any subsequent month. If Customer upgrades the bandwidth of the Services at any time during the final 12 months' of the Initial Term or after the Initial Term, the Contract for such Services shall be automatically extended by the Initial Term or minimum period again.

Cancellations must be effected by the Customer by notifying SCC in writing to [telecoms.cease@scc.com](mailto:telecoms.cease@scc.com). Notification via telephone or by email to any other address will not be accepted.

## 9.0 Support and Fault Finding

Customer shall report all faults to SCC's support team. SCC will respond and resolve each fault in accordance with the Service Level Agreement.

To report a fault Customer must email [Telecoms@scc.com](mailto:Telecoms@scc.com) or call +44 121 281 8621. Urgent faults (being any loss of Service or any fault that prevents Customer from conducting its business) must be reported by telephone for the quickest response time. Faults cannot be raised via another department.

SCC shall allocate each reported fault a fault reference number, which must be used by Customer in all further dealings concerning that fault.

SCC's support engineers will diagnose the fault remotely. Customer shall carry out all checks requested by SCC to help diagnose and resolve a fault, including but not limited to first line checks, such as checking hardware or software status - power, carrier, testing with new cabling and filters as necessary and rebooting site equipment. Additional checks, such as plugging a PC or laptop directly into the NTE may be necessary.

Customer shall provide all assistance and information and carry out all checks requested by SCC promptly and in accordance with SCC's reasonable instructions.

As part of the diagnosis, SCC may require Customer to replace the CPE and NTE. In such case, the following shall apply:

- If SCC originally provided this equipment and it is still within Warranty, SCC will ship out replacement parts to test with by Next Business Day courier, providing the fault is identified by 3 pm. Replacement hardware for faults identified after 3 pm may not arrive until the subsequent business day;
- When hardware provided by SCC is outside the manufacturer's warranty SCC will still offer to ship replacement parts, provided that Customer pays the cost of replacement;
- When hardware is loaned to Customer by SCC for the purposes of diagnostics SCC shall immediately invoice Customer for the hardware, shipping and configuration. Customer agrees and undertakes to make the loaned hardware, or the original faulty hardware, available to SCC for collection (in a resalable 'as new' condition) at a time agreed with SCC within ten (10) calendar days. Upon receipt by SCC of the returned hardware as described, SCC will issue a credit note for the invoice. If SCC does not receive the hardware back within this time period the invoice shall become immediately payable; and
- Customer shall ensure that hardware made available for collection at Customer's offices in its original packaging (or packaging provided by SCC). If not made available, SCC may charge Customer the full cost of replacement at list price at that time.

In the event that no clear path to resolution of a fault has been identified using the above fault reporting and resolution procedures, the Customer may escalate the fault in accordance with the matrix set out below in which event both parties will follow the escalation matrix procedure. However, if the fault is escalated in accordance with this matrix, this shall not for the avoidance of doubt prevent SCC from carrying out its own internal diagnostic and escalation procedures. The escalation to the next step will only occur when the response time to each escalation level has not been met. This time is inclusive from first contact.

Technical Support Escalation Matrix				
Level	Availability	Contact		Time to Respond
1	24/7	Technical Support	+44 121 281 8621 <a href="mailto:Telecoms@scc.com">Telecoms@scc.com</a>	Initial Contact
2	09:00 – 18:00	Support Escalation	<a href="mailto:Telecoms.escalations@scc.com">Telecoms.escalations@scc.com</a> On request via Level 1	1 hour
	24/7	On-call Escalation	On request via Level 1	2 hours
3	09:00 – 18:00	Network Support	On request via Level 2	4 hours
4	09:00 – 18:00	Support Team Manager	On request via Level 3	6 hours
<ul style="list-style-type: none"> <li>• Applicable when no CPTR (Clear Path To Resolution) has been identified.</li> <li>• Supplier escalation operates independent from the above which is managed by SCC.</li> <li>• Progress through each level is dependent on the Service Level Agreement (excluding non-SCC time) being breached at the previous stage by the Time to Respond time outlined above.</li> </ul>				

## 10.0 Service Level Agreement and Service Credits

SCC warrants that the Mobile Service as described in the Order shall be provided using reasonable skill and care.

In case of the Mobile Service not fulfilling the contractually agreed requirements: (a) SCC shall remedy the service in accordance with the SLA.

Where equipment is sold in order to provide the Mobile Services, SCC will endeavour to pass onto Customer the benefit of any warranty (if any) SCC receives from its supplier of the equipment.

SCC's Core Network SLA of 99.99% uptime excludes Carrier/supplier platform failures of all kinds. This includes but is not limited to, a major service outage (MSO) on the Carrier/supplier side and errors, mistakes, acts or omissions of any engineer who is not an employee or officer of SCC.

### 10.1 Service Credit Calculation

There is no Service Credit Calculation for Mobile Services.

## 11.0 Definitions

The following words and expressions used in this Product Annex shall have the following meanings:

'3G' stands for 3rd generation mobile data network. Should 3G not be available slower 2G Services will be offered where coverage allows;

'4G' stands for 4th generation mobile data network. Should 4G not be available slower 3 or 2G Services will be offered where coverage allows;

'Additional Tariff Information' means any additional information including the mechanism for adjustment in relation to the charges for the tariffs as set out on the Order Form;

'Artificially Inflated Traffic' means the flow of calls to any particular Service which is, as a result or consequence of any activity by or on behalf of the Customer disproportionate to the flow of calls which would be expected from good faith commercial practice and usage of the Services;

'Agreed Uptime Guarantee' means, in relation to each Service, the target period of Uptime during each Month (expressed as a percentage of the time in the relevant Month) specified in the column of the SLA entitled 'Agreed Uptime Guarantee' or otherwise specified in any Contract;

'Bandwidth' means the rate, in bits per second, which data packets can be transferred over the Service. This is always quoted in bits per second (bps), never Bytes per second (Bps) and does not factor in packet overheads;

'Basic Management' means the provision by SCC of remote assistance and configuration changes to hardware requiring less than 1 hour of work per request;

'BT' means BT Group PLC and includes BT Retail, BT Wholesale and BT Openreach and any other sub-divisions of BT as necessary;

*'Cancellation Charge'* means the cancellation charges that are charged by a Carrier to SCC for cancelling an Order or Contract prior to a date notified to Customer as a "service commencement date" or proposed Activation Date;

*'Cloud Services'* means the cloud Services described in Schedule 1 (forming part of the Services) that are subject to the additional terms set out in Schedule 5;

*'Cloud Virtual Infrastructure'* means compute platform from which customer applications run;

*'Contention'* means the maximum possible reduction in throughput on a particular product;

*'CTN'* means a cellular telephone number;

*'Commencement Date'* means a) in the case of a Customer already receiving Services from SCC, the date entered on the Order Form; b) in all other cases, the date on which Services are first provided to the Customer by SCC;

*'Data Usage'* in relation to 3G/4G Services will be rounded to the nearest MB, where 1 MB is equal to 1,048,576 bytes. This will include download and upload combined;

*'GSM Gateway'* means any equipment containing a SIM which enables the routing of calls from fixed apparatus to mobile equipment by establishing a mobile to mobile call;

*'Hardware'* means any wireless devices, handsets and related items or other equipment used by the Customer in connection with the Services;

*'Hardware Charges'* means the charge for each item of Supplied Hardware supplied by SCC to the Customer as set out in the acknowledgment sent by SCC to the Customer acknowledging the Order made by the Customer relating to that item of Supplied Hardware;

*'Hardware Fund'* a sum of money provided by SCC to the Customer (as detailed on the Order Form) for the purpose of enabling the Customer to purchase Hardware or Supplied Hardware;

*'Hardware Services'* means the Services, including the provision of Supplied Hardware;

*'Initial Term'* means the period stated on the Order or in the Product Annex. If not so stated in relation to each Service means the following periods from Activation;

*'Latency Service Failure'* means that Latency for a particular Service measured over a Month is identified by the Customer (and demonstrated to SCC's reasonable satisfaction) following the raising of a Support Ticket in response to a reported fault, to be in excess of 40ms for SLA+ or 100ms for SLA;

*'Mass Failure'* means a failure of the SCC Core Network to meet or exceed the Agreed Uptime Guarantee (99.99%) in 3 (three) consecutive Months or in at least 4 (four) Months of any 6 (six) Month period;

*'Messaging Services'* means any email, fax and voicemail Services, text message and multimedia messaging Services, personal information management and other message or communication facilities which let the Customer communicate with others;

*'Minimum Contract Spend'* means the minimum amount of money to be paid by the Customer to SCC in respect of the Services to be provided which is stated on the Order Form;

*'Network Availability'* means the CPE, when correctly connected and configured, is able ping one of SCC's DNS servers. These are currently 89.105.96.51 and 89.105.96.52, but may be subject to change;

*'Mobile Charge'* means the charges for each of the tariffs stated on the Order Form as published on SCC's Website from time to time or, in the case of Managed Services, on the relevant Network Operator's website (as adjusted in accordance with any Additional Tariff Information set out on the Order Form);

*'Mobile Services'* means the provision of two-way communication via a Network accessed via a SIM;

*'Network'* means the mobile phone network of the Network Operator chosen by the Customer on the Order Form;

*'Network Operator'* means the mobile network operator chosen by the Customer;

*'Network Operator Contract'* is a separate contract with the mobile network operator in addition to any agreement with SCC;

*'Packet Loss'* shall mean loss of pings from the SCC CPE back to the SCC Core Network;

*'Packet Loss Service Failure'* means that Packet Loss for a particular Service measured over a Month is identified by the Customer (and demonstrated to SCC's reasonable satisfaction) following the raising of a Support Ticket in response to a reported fault, to be in excess of 0.10 % for SLA+ or 5% for SLA;

*'Roaming'* is the ability for the SIM to operate outside of the United Kingdom;

*'RRP Cost'* means the cost stated on the Order Form labelled "RRP Cost" payable to the Network Operator by SCC in the event the Agreement is terminated during the Minimum Term or Extended Term;

*'Serious Breach'* means, for each individual Service, a failure to meet or exceed the Agreed Uptime Guarantee in 3 (three) consecutive Months or in at least 4 (four) Months of any 6 (six) Month period;

*'Service Failure'* The Service will be considered to have failed if Customer has raised a support call and the modem, when correctly connected and configured, does not respond to Pings or SNMP polling from SCC or a BT line test indicates a fault;

*'Service Levels'* means the performance service levels set out in this Product Annex;

*'Services'* means the Mobile Services, the Hardware Services the Managed Services, the Support Services and such other Services as are made available from time to time to the Customer by SCC;

'SIM' means a subscriber identity module which enables the use of the Services when used with a mobile phone or other equipment used to access the Services;

'Supplied Hardware' means any Hardware provided by SCC to the Customer for use in connection with the Services or any Hardware repaired by SCC on behalf of the Customer;

'SLA' or 'Service Level Agreement' means the service level agreement setting out Service Levels and applicable service credits;

'Termination Fee' is the cost for ending a contract early;

'Transit' means, in relation to the Services, when traffic or data leaves or is outside of SCC's Core Network;

'Uptime' means the period when there is Network Availability and (where purchased by Customer) Internet Breakout, subject to the terms of the SLA;

'Voice Services' means the voice Services described in the Order form but relating to Unified Communications.

