

## SDT Limited - Supplementary terms for the supply of Mobile Telephony Services

The Services set out in this Supplement shall be supplied by SDT to the Customer on the terms and conditions set out in SDT's Master Terms and the terms and conditions of this Supplement. All definitions set out in the Master Terms shall, unless otherwise specified below, have the same meaning when used in this Supplement.

### 1. SUPPLEMENTARY DEFINITIONS

1.1 In this Supplement, the following definitions shall apply:

**'Artificial Inflation of Traffic'** means the flow of Calls and/or Data to any particular revenue share service which is as a result of the activity of a Customer, disproportionate to that which would be expected from good faith commercial practice and usage of the Mobile Services;

**'Bolt-On'** means an allowance for access to additional services, which is allocated on a per Customer basis, with usage shared amongst End Users;

**'Bundle'** means a subscription to additional features including a monthly usage allowance, for defined Call types, to be used by the Customer on a fair usage basis;

**'Call'** means a signal, message or communication that is silent, spoken or visual which is enabled by the Services provided to the Customer by SDT under the terms of this Agreement;

**'Call Detail Record'** means the record which contains details of a Call, which includes time and duration of the Call, Call origin and Call termination;

**'Charge Cap'** means the limit (if any) on Call and Data Charges requested by the Customer from time to time;

**'Communications Act'** means the Communications Act 2003 as amended by the Digital Economy Act 2017 and all other re-enactments;

**'Data'** means any communication of data which is not classified as a Call, including Messaging Services and data uploaded to or downloaded from the Public Internet, which is enabled by the Services provided to the Customer by SDT under the terms of this Agreement;

**'Emergency Call'** means a Call made to either '999' or '112';

**'Emergency Maintenance'** means any period of maintenance for which, due to reasons beyond its reasonable control, SDT is unable to provide prior notice of;

**'End User'** means a person who with the Customer's authorisation uses the Equipment and the Mobile Services subscribed to by the Customer;

**'Equipment'** means hardware including mobile telephone handsets and devices, which is approved by SDT for connection to the Mobile Services;

**'Excess Use Charges'** means Charges for Calls and Data that are made in excess of any Charge Cap that is applicable;

**'Fixed Dialling Number'** means a number or numbers that have been programmed into the SIM Card such that only that/those number(s) may be accessed via the Mobile Services;

**'General Conditions'** means the General Conditions of Entitlement set by Ofcom pursuant to its powers under the Communications Act;

**'GSM Gateway'** means any equipment that contains a SIM Card which enables the routing of Calls to the Mobile Services;

**'Helpdesk Services'** means the Customer support service provided by SDT as set out in the Schedule;

**'Messaging Services'** means message communication services, including voicemail, email, fax and text-message, and the access and management facilities theretofore;

**'Minimum Notice Period'** means the minimum number of days' notice required to terminate this Agreement, as set out on the Order;

**'Mobile Services'** means the mobile telecommunications services set out in the Schedule;

**'Network'** means the communications circuits provided by SDT and its suppliers (excluding the Public Internet) for the provision of the Mobile Services;

**'Ofcom'** means the Office of Communications or any competent successor;

**'Planned Maintenance'** means any period of maintenance for which SDT has provided prior notice;

**'Port'** or **'Porting'** means the transfer of a mobile Subscriber Number from SDT to an alternative supplier or vice versa;

**'Porting Authorisation Code' ('PAC')** means the reference number to be supplied by or supplied to SDT to enable the Porting of a Subscriber Number away from or to SDT's Mobile Services;

**'Primary Access Network'** means the radio access network via which the Mobile Services will connect by default;

**'Public Internet'** means the worldwide network that the Network is connected to at an internet-exchange point of presence;

**'Regulator'** means Ofcom and any organisation to which Ofcom has delegated its responsibility for the regulation of premium rate services, or any competent successor thereof;

**'Roam'** or **'Roaming'** means to access an alternative access network when outside of the coverage area of SDT's Primary Access Network;

**'Services'** means Mobile Services and Helpdesk Services;

**'Service Limitations'** means the Service Limitations set out in the Order;

**'Subscriber Identity Module Card' ('SIM Card')** means the card that contains subscriber information and which when used with the Equipment enables the End User to access the Mobile Services;

**'Special Condition'** means any special conditions imposed by Ofcom pursuant to its powers under the Communications Act;

**'Subscriber Number(s)'** means the number(s) allocated by SDT for use by the Customer;

**'Toll Fraud'** means a crime whereby a third party obtains telecommunication services illegally.

## **2. TERM**

- 2.1 This Agreement will be deemed effective on the Commencement Date set out on the Order and shall run until the RFS Date (the '**Run-Up Period**') and shall then run for the Minimum Term as set out in the Order and for successive Additional Terms thereafter until terminated by either party according to the provisions of clause 11 of the Master Terms and clause 9 of this Supplement.
- 2.2 For the avoidance of doubt, if any additional Order for Mobile Services is raised subsequent to the issuance of the initial Order, a new Minimum Term shall arise in respect of the services covered by the additional Order.

## **3. PROVISION OF SERVICES**

- 3.1 The Services comprise the Mobile Services and Helpdesk Services as set out in the Order and described in the attached Service Schedule.
- 3.2 SDT shall use reasonable endeavours to provide the Mobile Services twenty-four hours per day, subject to the limitations expressed in this Agreement. However, SDT does not make any representations as to the accuracy, completeness, compatibility, error-free nature or fitness for the Customer's purpose of the Mobile Services.
- 3.3 The Services provided shall include:
- (a) The provision of SIM Cards;
  - (b) The provision of Subscriber Numbers;
  - (c) The Porting-in of mobile Subscriber Numbers as set out on the Order.
  - (d) Access to the Network to enable the Customer to:
    - (i) Make and receive Calls;
    - (ii) Access Messaging Services;
    - (iii) Access the Public Internet, including email);
    - (iv) Make Emergency Calls.
- 3.4 SDT shall provide Mobile Services within its Network coverage area in the United Kingdom and outside of its Network coverage area, by Roaming, where appropriate agreements exist with SDT or its suppliers, as published from time to time.
- 3.5 SDT shall use reasonable endeavours to provide access to overseas networks; however:
- (a) SDT is not responsible for the availability or performance of such overseas networks and shall have no liability for the availability or performance thereof;
  - (b) The Customer accepts that the quality, functionality and coverage of the services offered by overseas networks may be limited.
- 3.6 SDT shall use reasonable endeavours to provide the Helpdesk Services set out in the Order to the Customer, during the hours set out in the Service Schedule attached hereto.
- 3.7 SDT will make available the provision of a basic online itemised billing facility.

- 3.8 During the term of this Agreement, SDT shall be entitled to:
- (a) Change the technical specification of the Mobile Services and the manner in which they are provided for operational reasons, or to meet any statutory or regulatory requirements PROVIDED THAT such changes do not have a material adverse effect on the quality or performance of the Mobile Services;
  - (b) Make alterations to the Mobile Services, including changing and withdrawing telephone numbers. Such alterations may result in a temporary disruption to the Mobile Services and SDT will use reasonable endeavours to minimise any such disruption and will provide as much notice thereof as is reasonably possible.
- 3.9 In addition to its obligations set out the Master Terms attached hereto, SDT also warrants that it shall comply with the General Conditions and any Special Condition applicable under the provisions of the Communications Act.
- 3.10 SDT cannot guarantee and does not warrant that the Mobile Services will be free from interruptions, including interruption to or degradation of the quality of the Mobile Services due to over-capacity, lack of coverage, features or functionality of the Equipment, or regulatory requirements or for operational or emergency reasons, including Planned Maintenance and Emergency Maintenance.

#### **4. ACCEPTABLE USE**

- 4.1 The Customer agrees to use the Mobile Services in accordance with the provisions of this Agreement, any relevant service literature and all other reasonable instructions issued by SDT from time to time.
- 4.2 The Customer agrees to ensure that the Mobile Services are not used by its End Users to:
- (a) Make or send abusive, defamatory, obscene, indecent, menacing, disruptive, nuisance or hoax Calls, emails or other communications;
  - (b) Send or knowingly receive emails, uploads or other communications in breach of the rights of third parties, including those of quiet enjoyment, privacy and copyright;
  - (c) Send or knowingly receive any material that is abusive, defamatory, obscene, indecent, menacing or disruptive;
  - (d) Send or knowingly receive data in such a way or in such an amount so as to adversely affect the Network (or any part thereof) which underpins the Services, its suppliers or third parties;
  - (e) Carry out any fraudulent, criminal or otherwise unlawful activity, including Artificial Inflation of Traffic;
  - (f) Enable any other service provider to route Calls, emails or other communications through SDT's Network.
  - (g) Connect a GSM Gateway or any other equipment that is not approved by SDT to the Mobile Services;
  - (h) Route voice over IP or any other traffic through SDT's Network via a GSM Gateway;
  - (i) Obtain access to restricted areas of the Network;
  - (j) Excessively use, either Calls, or Data downloaded or uploaded from the Public Internet in breach of fair use;

- (k) Behave in any manner which, in SDT's reasonable opinion, brings SDT's name into disrepute;
- (l) Engage in conduct which amounts to improper or persistent misuse of a public telecommunications network or service within the meaning of sections 127 and 128 of the Communications Act;
- (m) Knowingly make available or upload any file that contain viruses, malware or otherwise corrupt data;
- (n) Falsify true ownership of software or data contained in a file that the Customer or End User makes available via the Mobile Services;
- (o) Falsify any user information or forge any addresses;
- (p) Act in any manner which threatens the security or integrity of SDT's Network or of any computer system;
- (q) Violate general standards of internet use, including denial of service attacks, web page defacement and port or number scanning;
- (r) Access age-restricted services if the End User is under eighteen years of age;
- (s) Show content from age-restricted services to any person who is under eighteen years of age.

## **5. CUSTOMER'S OBLIGATIONS**

5.1 During the term of this Agreement, the Customer shall:

- (a) Pay all additional Charges levied by SDT, including those arising from Call and Data charges incurred by the Customer; and
- (b) Pay all Call and Data Charges including those incurred by unauthorised access to or use of the Mobile Services.

5.2 The Customer warrants that the SIM Cards shall only be used by the Customer's End Users with the Customer's authorisation.

5.3 If a SIM Card or other Equipment is damaged, lost or stolen, the Customer shall notify SDT as soon as is reasonably practicable; and

- (a) The Customer shall be liable for all Call Charges up to the time that SDT is notified of any damage, loss or theft;
- (b) SDT shall be entitled to make a Charge for a replacement SIM Card.

5.4 The Customer agrees that it shall only use the SIM Cards in approved Equipment to access the Mobile Services.

5.5 The Customer accepts that if it uses the SIM Cards in equipment that does not comply with the provisions of clause 5.4:

- (a) If such use in the reasonable opinion of SDT is causing disruption to the Mobile Services, SDT shall be entitled to suspend the provision of the Mobile Services forthwith;
- (b) SDT shall not have any liability for any damage caused to such unauthorised equipment.

5.6 The Customer grants SDT, its suppliers and any third party network suppliers a royalty-free, world-wide right to store, transmit, and otherwise process any content that is uploaded via the Mobile Services.

- 5.7 The Customer shall comply with all applicable laws and regulations in the jurisdiction in which the Mobile Services are accessed, including data protection regulations, codes of conduct and those issued by the Regulator.
- 5.8 Notwithstanding the provisions of clause 6.1 (f), it is the sole responsibility of the Customer to manage Calls and Data transfers within the limits set out in the applicable Bundle and it is also the sole responsibility of the Customer to pay all Charges that arise from Calls and Data transfers (whether arising with the authorisation of the Customer or not) in excess of such limits.
- 5.9 Notwithstanding the provisions of clause 5.8, if the Customer exercises its entitlement to instruct SDT to apply a Charge Cap to one or more Subscriber Numbers, the Customer agrees to instruct SDT at the commencement of this Agreement (using the Order), or otherwise at any time thereafter by raising a supplementary Order.
- 5.10 At the commencement of this Agreement or at any other time as requested by SDT, the Customer shall provide SDT with any Porting Authorisation Codes required to enable SDT to Port Subscriber Numbers into the Mobile Services.

## **6. SDT'S OBLIGATIONS**

- 6.1 During the term of this Agreement, and subject to the performance by the Customer of its obligations hereunder, SDT shall:
- (a) Provide the Services set out in this Agreement, subject to any Service Limitations set out in the Order and Service Schedule;
  - (b) Make available a Helpdesk Service that shall provide support and guidance in the use of the Mobile Services and manage the resolution of all Services-related Faults;
  - (c) Respond to Fault reports made by the Customer and make reasonable endeavours to repair any Fault that is within the Network or directly caused by SDT, its employees, agents, subcontractors or suppliers;
  - (d) Use reasonable endeavours to provide the Customer with reasonable notice of any bona fide restriction which, for operational reasons SDT may place on the Mobile Services;
  - (e) In response to specific requests from the Customer, use reasonable endeavours to Port Subscriber Numbers into the Mobile Services. Such Porting shall be subject to:
    - (i) The Customer providing the relevant PAC numbers in a timely fashion; and
    - (ii) The limitations set out in clause 11.3.
  - (f) Subject to the limitations set out in clauses 14.3 and 14.4, suspend access to the Mobile Services in the event that the Charge Cap is exceeded;
  - (g) On termination of this Agreement, provide Porting Authorisation Code(s) to the Customer to enable an alternative supplier to Port Subscriber Numbers away from SDT.

## **7. INDEMNITIES**

7.1 The Customer agrees to indemnify, defend and hold harmless SDT from and against any liabilities, actions, losses, damages, judgments, costs, fines, claims or expenses incurred by SDT or any legal proceedings which are brought or threatened against SDT by a third party in the event of:

- (a) The Mobile Services being used in breach of any of the provisions of clause 4 hereof, except where such a breach results from fraud by SDT;
- (b) The Customer being or having been in breach of clauses 5.2, 5.3, 5.4, 5.7 or 5.8 hereof;
- (c) Any fraudulent or unlawful activity being carried out by the Customer or its End Users, employees, subcontractors or agents;
- (d) The Customer not giving permission for SDT, or its subcontractors or suppliers to carry out work at the Customer's site.

7.2 If SDT becomes aware of any claim as set out in clause 7.1 it shall:

- (a) As soon as reasonably practical, notify the Customer of such claim; and
- (b) Make no admission relating to such claim or legal proceedings without the agreement of the Customer, such agreement not to be unreasonably withheld or delayed.

7.3 SDT will indemnify the Customer against all claims and proceedings arising from the infringement of any Intellectual Property rights which arise directly from SDT's provision of the Services to the Customer, PROVIDED always that such claims or proceedings are not directly or indirectly caused by the Customer:

- (a) Using the Mobile Services in conjunction with other equipment or software or any other service not approved by SDT;
- (b) Modifying or altering any Equipment or configuration thereof without the prior written consent of SDT;
- (c) Using the Mobile Services otherwise than in accordance with the terms of this Agreement.

## **8. GENERAL**

8.1 The Customer acknowledges that title to the SIM Cards and Subscriber Numbers supplied under the terms of this Agreement shall at all times be retained by SDT or its supplier and the Customer agrees not to sell, transfer or otherwise re-allocate the SIM Cards to a third party; the Customer also agrees to return the SIM Cards to SDT on termination of this Agreement or at any other time that SDT so requests.

8.2 The SIM Cards shall be at Customer's risk from the time of delivery of the SIM Cards to the Customer and if the Customer returns such to SDT, until the time of delivery back to SDT; and:

- (a) SDT shall not be liable for any loss of any kind to the Customer arising from any damage to the SIM Cards occurring after the risk has passed to the Customer howsoever caused, nor shall any liability of the Customer to SDT be diminished or extinguished by such loss;
- (b) The Customer shall report any damaged or otherwise faulty SIM Cards to SDT within five Working Days of the date of delivery.

- 8.3 By subscribing to the international Roaming service Bolt-On, as set out on the Order, the Customer acknowledges that such services are provided without barring and agrees to pay for all Roaming service Charges that fall outside of any Bundles.
- 8.4 If the Customer requests paper-based itemised bills, SDT shall provide such and shall make an additional charge, at its prevailing rates, for the provision of such facility.
- 8.5 SDT exercises no control over any data delivered to the Customer over the Mobile Services and therefore cannot accept liability for loss or damage caused by malicious data including viruses, Trojan horses or spam.
- 8.6 If SDT carries out work in response to a Fault reported by the Customer and SDT subsequently determines that such Fault either was not present or was caused by an act or omission of the Customer, SDT shall be entitled to levy an additional Charge to the Customer at the rate set out in the Tariff.
- 8.7 The Customer accepts that the use of call forwarding features will incur Charges as set out in the Tariff.
- 8.8 The Customer acknowledges that this Agreement for the supply of Mobile Services is made exclusively between the Customer and SDT, and that SDT is acting on its own account and not as an agent of its supplier.
- 8.9 If SDT receives any notice, request or order made under the Communications Act, the Customer will do everything reasonably required by SDT to ensure that SDT will be in compliance with its obligations under the provisions of the Communications Act and any code promulgated or adopted by the Regulator in respect of the provision of the Services.

## **9. TERMINATION**

- 9.1 In addition to the provisions of clause 11 of the Master Terms, this Agreement may also be terminated:
- (a) By either party, by giving the other party not less than the Minimum Notice Period in writing to terminate the Agreement on the last day of the Minimum Term or any Additional Term;
  - (b) By the Customer, by giving thirty days' notice in writing to SDT to terminate the Agreement if SDT makes changes to the terms of this Agreement which are materially disadvantageous to the Customer (save for any increases in the Charges) PROVIDED THAT notice is given by the Customer to SDT within fourteen days of the effective date of the change(s).
- 9.2 The Customer may request the termination of a Bolt-On by giving 30 days' notice in writing, subject to the provisions of clause 10.9 (c).
- 9.3 On termination, all Subscriber Numbers allocated to the Customer under the terms of this Agreement shall be transferred to SDT.
- 9.4 Notwithstanding the provisions of clause 9.3, the Customer shall be entitled to request the Porting of the Subscriber Numbers to a new provider. Such request should be made initially by the Customer to SDT and in response to such request:
- (a) SDT shall issue the Customer with a PAC number for each Subscriber Number to be Ported away in accordance with the current regulatory guidelines;
  - (b) SDT shall charge the Customer an administration fee as set out in the Tariff, for each PAC issued;

- (c) For the avoidance of doubt, the Customer shall be liable for any outstanding charges, including cancellation Charges due up to the time the Porting occurs;
- (d) Once SDT has issued the PAC number to the Customer, it is the Customer's responsibility to provide the PAC number to the new provider and to request the Port.

## **10. CHARGES AND PAYMENT**

- 10.1 In general, invoices for set-up or installation will be raised by SDT immediately following the Commencement Date, invoices for fixed periodic charges shall be raised in advance of the relevant period and invoices for all Calls during the relevant period shall be raised in arrears. The invoicing period is set out in the Order.
- 10.2 Call and Data Charges shall be set out in the applicable Tariff; and
- (a) Call rates in the Tariff are per second. All Calls are charged per second, rounded up to the nearest penny;
  - (b) The Call rates in the Tariff are based on termination to land-line numbers. SDT will levy additional Charges for Calls that terminate to mobile or non-geographic numbers.
- 10.3 Except in the case of demonstrable error, all Charges will be calculated in accordance with data collected by or on behalf of SDT.
- 10.4 Where the Order includes a Bundle, the Customer agrees to pay the Charges incurred for all Call types that are not included in the Bundle; and
- (a) The use of Bundles and any other unmetered tariff is subject to fair usage;
  - (b) If the Customer subscribes to any automatic Bundle top-up service such as may be set out in the Order, there will be no limit on the number of times a Bundle will be topped-up and the Customer agrees to be liable for all automatic Bundle top-up Charges.
- 10.5 Where the Order includes Bolt-Ons, the Customer agrees:
- (a) To pay the Charges incurred for all Calls and Data, including Roaming, that are included in the Bolt-On but not the Bundle;
  - (b) That all Bolt-Ons are subject to the Minimum Term and can only be removed from the Mobile Services prior to the end of the Minimum Term subject to the provisions of clause 10.9.
- 10.6 Charges for Roaming services may be made by SDT six months after the Roaming services are used.
- 10.7 Notwithstanding the provisions of clause 10.6, SDT may make charges for Calls and Data up to twelve months in arrears, and in all cases, the payment terms as set out in clause 9.3 of the Master Terms shall apply.
- 10.8 The Customer acknowledges that the Charges for the Minimum Term are calculated by SDT in consideration of the setup costs to be incurred by SDT and the length of the Minimum Term offered.
- 10.9 The Customer agrees that the Customer shall be liable for cancellation Charges, which shall be paid by way of liquidated damages in the event that:
- (a) The Customer terminates this Agreement at convenience prior to the end of the Minimum Term or any Additional Term other than in accordance with the Minimum Notice Period, or SDT terminates

this Agreement prior to the end of the Minimum Term or any Additional Term by reason of the Customer's un-remedied breach of the terms of this Agreement, whereupon the Customer shall be liable for the:

- (i) Payment of all outstanding set up charges, including the repayment of any discount that may have been applied; and
  - (ii) Payment of any other discounts, subsidies, contributions or benefits that may have been applied; and
  - (iii) Payment of all Charges for the Mobile Services due up to the end of the Minimum Term or the then-current Additional Term, as appropriate; and
  - (iv) Payment of any cancellation Charges set out in the Tariff;
- (b) The Customer terminates this Agreement at convenience during the Run-Up Period, whereupon the Customer shall be liable for all set-up costs and cancellation costs incurred by SDT up to the date that SDT received notice of the Customer's intention to terminate;
- (c) The Customer requests the removal of a Bolt-On prior to the end of the Minimum Term.

## **11. LIMITATIONS**

- 11.1 SDT may at its sole discretion, for operational reasons, place restrictions on the use of certain Service Components, including throttling access, or limiting the size of messages or storage space.
- 11.2 The Customer acknowledges and agrees that SDT shall be entitled to withdraw any Subscriber Number that has been allocated to the Customer but has remained unused (ie, outbound Calls have not been made) for a period of two consecutive quarters and the Customer agrees:
- (a) Not to redirect any unused Subscriber Numbers to live Subscriber Numbers, fax, voicemail or recorded message services;
  - (b) That SDT shall be entitled to check that allocated Subscriber Numbers are in proper use.
- 11.3 If requested by the Customer, SDT will attempt in good faith to Port Subscriber Numbers onto the Mobile Services. SDT shall not be liable for any failure of the Porting process that results from the actions or inactions of third parties, or any other reason that is outside of its reasonable control.

## **12. TOLL FRAUD**

- 12.1 The Customer is exclusively responsible for the prevention of Toll Fraud.
- 12.2 The Customer shall pay all Call and Data Charges whether the Customer or a third party (without the authorisation of the Customer) incurs the charges.
- 12.3 The Customer agrees to take all reasonable measures to minimise the risk of Toll Fraud, including:
- (a) Regularly changing PINs and passwords;
  - (b) Keeping PINs and passwords secure and confidential;
  - (c) Keeping SIM Cards and devices securely;
  - (d) Changing PINs and passwords as appropriate when employees leave;

- (e) Not using PINs or passwords such as '0000', '1234', or default PINs/passwords;
- (f) Following handset manufacturers' guidelines for keeping handsets secure.

12.4 SDT shall not be liable for any losses, costs or damages arising from Toll Fraud.

12.5 The Customer shall notify SDT immediately if it becomes aware of or has reasonable suspicion that fraudulent or illegal misuse of the Mobile Services may have or will take place and:

- (a) Upon notification, SDT shall take steps to suspend the relevant part or parts of the Mobile Service and ensure that no further traffic is permitted to / from the affected Subscriber Numbers;
- (b) SDT shall not be liable for any charges or liabilities incurred by the Customer prior to the suspension of the Mobile Services.

12.6 If, in the reasonable opinion of SDT, the Customer's Call profile is or becomes indicative of fraudulent activity, SDT shall be entitled to suspend the Mobile Services immediately without notice.

### **13. SUSPENSION OF SERVICES**

13.1 In addition to the terms set out in clause 12 of the Master Terms, SDT shall be entitled to suspend the provision of the Mobile Services in the event that:

- (a) False or misleading information has been supplied on the Order;
- (b) The Customer commits any material breach of any terms of this Agreement and which (in the case of a breach capable of being remedied) shall not have been remedied within thirty days of a written request to remedy the same;
- (c) SDT in its reasonable opinion, believes the SIM Card to be lost or stolen;
- (d) The SIM Card has not been used for two consecutive quarters;
- (e) The Charge Cap is exceeded.

13.2 If the Mobile Services are suspended by SDT, regardless of such suspension, the Customer shall still be able to make Emergency Calls.

### **14. EXCLUSION OF LIABILITY**

14.1 Subject to and in addition to the provisions of clause 10 of the Master Terms, SDT shall accept no liability for costs, damages, losses or compensation, whether direct or indirect, arising from:

- (a) Any use of or reliance upon the Mobile Services;
- (b) Any failure of or any delay in the delivery of the Mobile Services, including Calls, Messaging Services, virus detection and alerting services;
- (c) The loss or theft of the Customer's SIM Cards, PINs or passwords;
- (d) Errors in SIM Card programming for the Fixed Dialling Number service;
- (e) SDT's inability to provide the Mobile Services for reasons beyond its reasonable control;
- (f) Failure by an alternative supplier to Port Subscriber Numbers.

- 14.2 SDT makes no warranty as to the quality, fitness for purpose or availability of Roaming services provided by third party operators and expressly excludes all liability in contract and tort (including negligence) or otherwise in respect of the use of such Roaming services.
- 14.3 SDT shall only accept liability for the cost of Excess Use Charges if such Excess Use Charges arise directly from the negligence of SDT or its employees.
- 14.4 For the avoidance of doubt, SDT will not accept liability for the cost of Excess Use Charges that arise from events that are outside of SDT's reasonable control, including its suppliers' delays in the delivery of Call Detail Records (including delays caused by telecommunication providers outside the United Kingdom), or its suppliers' delivery of inaccurate Call Detail Records or Data transmissions made by the Customer or End User that cause the Charge Cap to be exceeded (but which cannot be identified until the relevant Call Detail Record is created after completion of the Call or Data transmission).

## Mobile Service Schedule

The following Service Schedule sets out all of the Services that may be provided by SDT. The actual Services to be provided under the terms of this Agreement are listed on the Order attached hereto.

### Mobile Services

#### 1. Mobile Calls

The Mobile Services enable the Customer to make and receive voice calls and make Emergency Calls.

#### 2. Messaging Services

Messaging services include communications made by text, fax, voicemail, email and any other form of digital messaging.

#### 3. Internet Access

The Mobile Services provide access to the Public Internet.

#### 4. EU Roaming Bolt-On

Roaming allows the Customer to access the Mobile Services when travelling outside the UK, by means of accessing alternative networks with whom SDT has Roaming agreements.

### Non-Network Services

#### 5. Helpdesk Services

SDT's Helpdesk Service provides support and assistance in the use of the Services during the hours of cover set out in this paragraph:

5.1 Provision of help and guidance in the use and configuration of the Services;

5.2 Management of and resolution of Faults raised by the Customer;

5.3 Provision of work-arounds where possible if full resolution of a Fault requires ongoing or substantial work;

5.4 Management of hardware, firmware and software upgrades as required as a result of Faults, routine maintenance or product / service improvement activities by SDT or its supplier;

5.5 Escalation management if required in the event of protracted Fault resolution.

5.6 Customers shall make requests for assistance by one of the following methods:

5.6.1 By Email to SDT's help desk: **[INSERT EMAIL ADDRESS]**

5.6.2 By Telephone to SDT's help desk: **[INSERT PHONE NUMBER]**

5.6.3 Urgent and major Faults should be logged by telephone, not email;

5.7 The Helpdesk is available Monday to Friday 9.00am to 5.00pm (excluding bank and public holidays).

## 6. Complaint Handling

6.1 If the Customer is dissatisfied with any Services-related matter, the Customer should make a complaint using the following escalation path. If the complaint remains unresolved, the Customer should escalate to the next level in the escalation path.

Escalation Level	Role	Contact Details
1	Help Desk	<b>[INSERT PHONE NUMBER]</b>
2	Service Manager	
3	Account Manager	
4	Operations Manager or Sales Manager	

6.2 Formal complaints can be made by e-mail or telephone, and will be responded to within three Working Days.