
MOBILE SERVICE SCHEDULE – HOSTED MOBILE RECORDING SERVICE

The following additional terms and conditions apply to the provision of the Hosted Mobile Recording Service.

1 DEFINITIONS AND INTERPRETATION

- 1.1 In this Service Schedule, in addition to those terms defined in the General Conditions, Mobile Terms, Mobile Equipment Terms and BlackBerry Service Schedule as applicable, the following terms and expressions shall have the following meanings unless the context requires otherwise:

| TERM / EXPRESSION | MEANING |
|---|---|
| "DPA" | means the Data Protection Act 1998; |
| "End User" | means the Customer's individual mobile user; |
| "Financial Regulations" | means the Financial Services and Markets Act 2000 and Markets in Financial Services Directive 2004/39 EC together with any statutory instruments made thereunder as may be subsequently modified, re-enacted, replaced or repealed; |
| "Hosted Mobile Recording (HMR) Service" | means the mobile voice recording service for mobile phones described in Appendix One to this Service Schedule; |
| "Maintenance Windows" | means planned maintenance notified by The Company to Customer; |
| "RIPA" | means the Regulation of Investigatory Powers Act 2000; |
| "The Company" | means Voxygen Limited, who will be supplying consultancy and other services in respect of the Mobile Voice Recording Service; and |
| "O2 Hosted Mobile Recording (HMR) Platform" | means the secure hosted environment used to store and access mobile calls and SMS data. |

2 MOBILE SERVICE

The Hosted Mobile Recording Service is a "Mobile Service" and the Mobile Terms and Mobile Equipment Terms will apply to this Service.

3 CUSTOMER OBLIGATIONS

- 3.1 The Customer shall ensure that it has the necessary systems, capacities and facilities required to properly use the Hosted Mobile Recording Service, as set out in Appendix One or as otherwise may be advised by O2. O2 shall not be required to supply the Service, the Mobile Equipment and/or the Applications if the Customer does not have such systems, capacities or facilities.
- 3.2 The Customer acknowledges that some features of the Hosted Mobile Recording Service may depend on regional availability of data and/or integration with an external provider.
- 3.3 The Customer acknowledges that if it fails or is delayed in complying with O2's reasonable instructions, and such failure or delay causes O2 to be delayed in meeting, or to be unable to meet its obligations in

respect of the Hosted Mobile Recording Service, O2's liability to the Customer for such delay or failure shall be reduced or postponed to reflect the extent of the Customer's failure or delay.

4 O2 OBLIGATIONS

- 4.1 O2 shall ensure that prior to the delivery of the Hosted Mobile Recording Service, O2 shall work with the Customer to assess all the requirements and current voice recording facilities of the Customer to determine and agree the most feasible Mobile Recording solution for the Customer which will be securely hosted.
- 4.2 O2 shall comply with the service levels agreed in Appendix Two to this Service Schedule.

5 WARRANTY AND INDEMNITY

- 5.1 The Customer acknowledges and warrants that it is solely responsible for compliance with all laws and regulations which apply to the use of the Hosted Mobile Recording Service, including, but not limited to, the provisions of the Financial Regulations, RIPA and DPA.
- 5.2 In the event that O2 is subject to a claim by a third party in respect of any alleged infringement of any applicable law or regulation arising from the Customer's use of the Hosted Mobile Recording Service, the Customer will fully indemnify O2 against any liabilities, damages, losses, costs and expenses arising out of such claim, including reasonable legal fees.
- 5.3 For the avoidance of doubt, O2 does not warrant that the Hosted Mobile Recording Service will ensure compliance with the Financial Regulations and O2 will have no liability to the Customer for failure of the Hosted Mobile Recording Service to ensure compliance with the Financial Regulations, or any other applicable laws and regulations.

6 DOCUMENTATION

O2 will supply to the Customer, documentation relating to the Hosted Mobile Recording Service. The Customer shall have the right to copy, reproduce and generally use this documentation for the purposes of using the Hosted Mobile Recording Service but the Customer shall not be entitled to copy, reproduce or use the documentation for disclosure to any third parties unless those third parties are providing direct support to Customer, in which case the Customer shall be responsible for procuring that those third parties comply with the confidentiality obligations relating to the documentation.

7 SERVICE LEVELS / SUPPORT SERVICES

Unless otherwise agreed between the Parties, hours of delivery are as follows:

- a) Business Hours (Mon - Fri 8am to 8pm – excluding bank holidays)
- b) Out of hours (Mon - Fri 8pm to 8am, weekends and bank holidays)

Appendix Two to this Service Schedule sets out the Service Levels / Support Service requirements.

APPENDIX ONE

MOBILE RECORDING SERVICE DESCRIPTION

1 SERVICE DESCRIPTION

Hosted Mobile Recording Service (HMR)

HMR is a device independent (SIM based) product that captures:

- a) Inbound and outbound calls to and from mobile devices and relays a copy of the calls in real-time to the O2 HMR Platform
- b) Inbound and outbound SMS to and from mobile devices and relays a copy of the SMS in real-time to the O2 HMR Platform

How It Works

The high-level solution architecture is based on the re-routing of phone calls through Session Initiation Protocol (SIP) application servers, which are designed to capture and replicate the call media streams and metadata. The provisioning and de-provisioning of the service is handled by the setting and un-setting a service flag within the HMR.

Once a provisioned SIM call or SMS reaches the SIP application server it is immediately sent back to the core network for onward routing to its destination however, with media now traversing the application server, call and SMS recording is made possible. The application server makes a copy of the two media streams (one from caller to callee and one from callee to caller) and mixes them together to create a single stream (the “replicated stream”). This stream is then onward routed to the secure hosted O2 HMR Platform.

Hosted Deployment

By establishing an IP connection between the SIP application server and the O2 HMR Platform call recording server, a tighter integration is made possible with enhanced call metadata capturing and increased reliability of call recordings.

This mechanism is shown in Figure 1 and shows the use of IP connectivity in order to support the SIP signalling as well as the transfer of the media itself using Real-time Transport Protocol (RTP).

With a hosted deployment when a new call is established to a recorded number, the replicated stream is delivered to the O2 HMR Platform. The platform's recording servers automatically answer incoming calls and record the received media stream.

Resilience

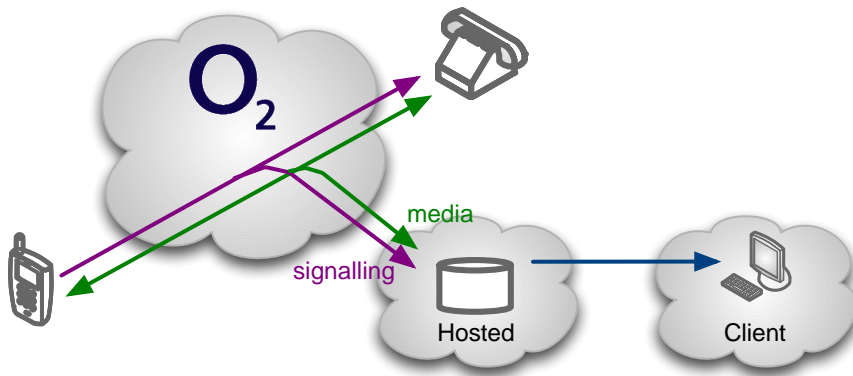
For resilience in the O2 HMR Platform, O2 configures multiple SIP endpoints with different IP addresses on each side of the redundant network connectivity to the hosted platform. These have a failover

mechanism that will connect to a secondary endpoint if the primary endpoint is unreachable or returns an error.

Portal Access to Call Recordings

Calls recorded on the O2 HMR Platform are accessed via a secure browser application. Authorised users are able to search for and playback call recordings and retrieve SMS messages. All user access to the portal is recorded by the platform and is searchable and reportable.

Figure 1: Diagram highlighting Customer solution



APPENDIX TWO

SERVICE LEVELS / SUPPORT SERVICES

The support deliverables required by the Customer are Tier 1, Tier 2 and Tier 3. Support is to be provided directly to the Customer by The Company. Tier 1 and Tier 2 support deliverables are outlined below together with the Support flows.

1 SUPPORT SERVICES

- 1.1 The Company will provide T1, T2 and T3 support services to the HMR Customer's IT manager or T1 Technical Support Team, Monday-Friday during Business Hours in accordance with section 3 of this appendix.
- 1.2 The Company will use its Zendesk ticketing system for issue tracking and issue resolution.
- 1.3 The Company will resolve any issues with the HMR Service, per the response times defined in Section 5 of this appendix.

2 TECHNICAL SUPPORT SERVICES

These Technical Support Services will be provided by The Company for this HMR Service Agreement:

- a) The Company's Tier One Technical Support - The Company's T1 Technical Support team is based in the UK and provides support capability in English to the HMR Customer T1 Technical Support team, if required by them to resolve an End User issue. Responsibilities include coordinating troubleshooting activities between the HMR Customer T1 Technical Support team and the Company's T2 Technical Support team, tracking trouble tickets and delivering fixes per the agreed SLA's and Maintenance Windows.
- b) The Company's Tier Two Technical Support - The Company's T2 Technical Support teams are based in the UK and provide in-depth technical support to Company's T1 Technical Support team, if required by them to resolve an HMR Customer issue. Responsibilities include coordinating troubleshooting activities, tracking trouble tickets and delivering fixes per the agreed SLA's and Maintenance Windows.
- c) The Company's Tier Three Technical Support - The Company's T3 Technical Support team provides subject matter expert (SME) technical support to the Company's T2 Technical Support team if required. This team is responsible for investigating faults and testing fixes before delivery.
- d) HMR Application Software Release Support – Software Releases for any faults will be delivered per the agreed SLA. In addition, software releases will be delivered from time to time, including relevant release notes. The Company's T1 Technical Support Team will coordinate Maintenance Windows with the HMR Customer's T1 Technical Support Team for all Applications delivery activities.

3 TECHNICAL SUPPORT ROLES AND RESPONSIBILITIES

In The Company's support structure, the detailed roles performed at each level can be summarised as follows:

| Company's Support Tier | Key Responsibilities and Tools Exposure |
|--------------------------|---|
| Tier 1 Technical Support | <p>Case Management Support Specialists</p> <ul style="list-style-type: none"> • Business Hours support • Manage problems/issues/escalations as raised by the HMR Customer T1 Technical Support team and provide workaround/resolution within agreed SLAs • Liaise with the HMR Customer for log gathering and issue analysis to facilitate issue resolution • Escalate and co-ordinate with Company's T2 Technical Support team for case workaround/resolution |
| Tier 2 Technical Support | <p>Technical Support Specialists</p> <ul style="list-style-type: none"> • Business Hours support • Manage problems/issues/escalations as raised by Company's T1 Technical Support team and provide workaround/resolution within agreed SLAs • Liaise with Company's T1 and T3 teams for log gathering and issue analysis to facilitate issue resolution • Problem investigation and isolation and root case analysis (RCA) report that includes technical information with respect to isolation of the bug and workaround. • Escalate and co-ordinate with Company's T3 Technical Support team for case workaround/resolution and provide progress reports to O2 • Issue investigation and reproduction in Company's solutions lab • Release and patch testing with regression testing where ever necessary. |
| Tier 3 Technical Support | <p>Subject Matter Experts Engineering Support</p> <ul style="list-style-type: none"> • Business Hours support • In-depth issue analysis/resolution as per agreed SLA's • Provide Technical Support to T2 Technical Support Team and assist in troubleshooting and reproducing issues • Provide tested patches/releases as per agreed SLA's |

4 SEVERITY DEFINITIONS

The definitions of the severity classifications are detailed below:

a) Critical

- i) Critical impact on the solution
- ii) Loss of service that is comparable to the total loss of effective functional capacity of entire system
- iii) Impacts all of the HMR Customer's End Users

b) Major

- i) Serious service affecting fault
- ii) Major impact on the service of most of the HMR Customer's End Users
- iii) Essential production work cannot continue without solution

c) Minor

- i) Reduction in any capacity/traffic measurement function
- ii) Short outages equivalent to system or subsystem outage

- iii) Prevention or degradation of access for routine administrative or maintenance activities, or recovery operations
- iv) Degradation of the system’s ability to provide any required critical or major trouble notification
- v) Major Service interruption or loss of functionality but that does not impact most end users
- vi) Major fault which has a significant impact on the use of a key function of the product (behaviour not in accordance with the specification)
- vii) Few of the HMR Customer End Users are impacted

d) Slight

- i) Minor fault that does not unduly impact the normal production operation
- ii) All production work can be run with minimal or no manual intervention
- iii) Cosmetic problem like misspelt words or misaligned text
- iv) No HMR Customer End User impact

5 SERVICE LEVEL AGREEMENT

These Service Levels will be reviewed following the first quarter of launching the Customer on the new HMR Service.

| Severity Definition | Response Time | Restoration / Workaround Time | Resolution Time |
|---------------------|--------------------------------|-------------------------------|------------------|
| Critical Fault | 30 minutes (in Business Hours) | 24 hours | 4 business days |
| Major Fault | 30 minutes (in Business Hours) | 24 hours | 10 business days |
| Minor Fault | 60 minutes (in Business Hours) | 20 business days | 20 business days |
| Slight Fault | 60 minutes (in Business Hours) | 20 business days | 20 business days |

6 KEY PERFORMANCE INDICATORS (KPI'S)

The Company provides two types of quality parameters:

- a) Service Management Centre (SMC): Describes the SMC performance against the SLA.
- b) Generic Parameters: Describes the quality of the HMR Service.

| Quality Parameters | |
|--------------------|---|
| SMC | • Call/Email Response Time |
| | • Issue Resolution Time |
| | • Customer Updates |
| Generic Parameters | • Service Availability (Network Availability) |
| | • Proactive Ratio |

The various KPI's to be reported are described in more detail in the sections below.

a) Service Management Centre (SMC)

| | |
|-------------------------|--|
| KPI | Call/Email Response Time |
| Description | Total number of calls/emails received by the Service Desk with a required response time, with the result expressed as a percentage. |
| Customer Benefit | Meeting customer service level agreement targets specified in Section 7. |
| Focus | HMR service |
| Basis | Weekly |
| Method | Percentage of all calls/emails received that met the SLA specified in Section 7. |
| Formula | Total number of calls/emails received that met the SLA, divided by the total number of calls/emails, with the result expressed as a percentage |
| Data Source | JIRA ticketing system |
| Targets | See Section 7 |

| | |
|-------------------------|--|
| KPI | Issue Resolution Time |
| Description | Total number of issues received by the Service Desk with a required resolution time, with the result expressed as a percentage. |
| Customer Benefit | Meeting customer service level agreement (SLA) targets specified in Section 7. |
| Focus | HMR service |
| Basis | Weekly |
| Formula | Total number of issues received that met the SLA specified in Section 7, divided by the total number of issues, with the result expressed as a percentage. |
| Data Source | JIRA ticketing system, Matrix reporting system |
| Targets | 90% (Meet SLA targets in Section 7) |

| | |
|-------------------------|---|
| KPI | Customer Updates |
| Description | Total number of critical issues received by the Service Desk, where the issue status was updated to the Customer every 60 minutes since the opening of the ticket to the issue resolution, with the results expressed as a percentage. |
| Customer Benefit | Improved customer awareness of progress on an issue. |
| Focus | HMR service |
| Basis | Weekly |
| Formula | Total number of critical issues received, that the customer was provided updates of the progress every 60 minutes until issue resolution, divided by the total number of critical issues received, with the result expressed as a percentage. |
| Data Source | JIRA ticketing system |
| Targets | 90% |

b) Generic Parameters

| | |
|-------------------------|---|
| KPI | Service Availability |
| Description | The percentage of time that the HMR service is available. |
| Customer Benefit | Service availability |
| Focus | HMR service |

| | |
|------------------|---|
| KPI | Service Availability |
| Basis | Weekly |
| Formula | Service Availability = $100 * (\text{Minutes in month} - \text{Minutes service unavailable}) / \text{Minutes in month}$ |
| Data Source | HMR reporting system |
| Targets | 90% |
| KPI | Proactivity |
| Description | The capacity for the Company to detect critical issues before the customer notices it. The issues not considered proactive are those identified by the customer to the Company during Business Hours. |
| Customer Benefit | Higher service quality |
| Focus | HMR service |
| Basis | Weekly |
| Formula | The percentage of critical issues opened directly by the Company, divided by the total number of critical issues open, with the result expressed as a percentage. |
| Data Source | HMR reporting system |
| Targets | 90% |