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## MOBILE SERVICE SCHEDULE – FIBRELINK (MAAS360) SERVICE

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### 1 DEFINITIONS AND INTERPRETATION

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

TERM / EXPRESSION	MEANING
“Charges”	means the charges payable by the Customer for the Licences Services and Software as such charges are set out in the Commercial Schedule;
“Defect”	means a material: error, omission, failure, inefficiency or inconsistency in the Licensed Services (and “Defective” is construed accordingly);
“Excused Down Time”	means planned unavailability that O2 has notified to Customer in advance in writing;
“Licenced Services”	means services to be offered to Customers as contemplated by this Agreement as described in the Specification at Appendix Two, which are enabled by the Licensed Software;
“Licensed Terms”	means the terms of use for the Licensed Services as detailed in Appendix One; and
“Service Target and SLA”	means the service target and SLA set out in Appendix Three.

- 1.2 The headings in this Agreement are for ease of reference only and shall not affect its construction.

### 2 MOBILE SERVICE

- 2.1 The Licensed Service is a “Mobile Service” and the Mobile Terms and the Mobile Equipment Terms will apply to this Service.

### 3 CUSTOMER DEPENDENCIES AND RESPONSIBILITIES

- 3.1 The Customer shall ensure that it has the necessary systems, capacities and facilities for the Licensed Service as set out in Appendix Two or otherwise advised by O2 from time to time.
- 3.2 The Customer’s use of the Licensed Service shall be subject to the Licence Terms set out in Appendix One.

### 4 CHARGES

- 4.1 The Charges for the Licensed Service are set out in the Commercial Schedule.

### 5 SERVICE LEVEL AND TARGET

- 5.1 The Licensed Service shall be performed in accordance with the Service Levels and Targets as set out in Appendix Three.

## APPENDIX ONE MAAS360 LICENCE TERMS

### 1 DEFINITIONS AND INTERPRETATION

1.1 In this Appendix One, the following terms and expressions shall have the following meanings:

TERM / EXPRESSION	MEANING
"Affiliate"	means, with respect to a specified person or entity, any person or entity which directly controls, is controlled by, or is under common control with the specified person as of the date of this Agreement, for as long as such relationship remains in effect. For purposes of this definition, "control" means the ownership of at least 50% of the outstanding voting securities of a party, or the right to control the policy decisions of such party;
"Documentation"	means the standard user manuals provided to Licensee along with the Licensed Software and Services;
"Intellectual Property "	means any and all trade secrets, patents, copyrights, trademarks, service marks, URLs, brand features, know-how, moral rights, contract rights, code (executable, source and other) and similar rights of any type under the laws of any applicable governmental authority, or international treaty, including, without limitation, all applications and registrations relating to any of the foregoing;
"Licensee"	means the Customer;
"Licensed Software"	means the object code to (a) the version of Fiberlink's MaaS360® software service application, (b) other related software applications, if any, delivered to Licensee under this Agreement, and (c) any modified, updated, or enhanced versions of such applications that O2 provides to Licensee pursuant to this Agreement;
"Services"	means the products and services provided by O2 under this Agreement described in 'MaaS360 - Service Description' section of this Agreement, and those enabled by the Licensed Software; and
"User"	means an individual authorised by Licensee to use the Licensed Software, Services and Documentation under this Agreement.

### 2 AGREEMENT

2.1 This Agreement governs the provision and use of the Licensed Software, Services and Documentation, as described in 'MaaS360 – Service Description' section of this Agreement (collectively referred to as the "Licensed Services").

### 3 LICENCE

3.1 Subject to the terms and conditions of this Agreement, O2 grants to Licensee a personal, non-transferable, non-exclusive license to use:

- a) the Licensed Services for Licensee's internal business purpose in the ordinary course of its business operations;
- b) the Licensed Services on behalf of Licensee's Affiliates for its Affiliates' internal business purposes in the ordinary course of its Affiliates' business operations; and
- c) copy the Documentation for inactive back-up and disaster recovery purposes.

- 3.2 Users shall use the Licensed Services only in accordance with the Documentation and the terms and conditions of this Agreement. Licensee shall be responsible for all Users' use of the Licensed Services as if such use were directly by Licensee and shall be liable for any breach of the Agreement by its Users. The Licensed Services are licensed, not sold to Licensee under the terms of this Agreement. All right title and interest in and to the Licensed Services shall at all times remain with O2 and/or its licensors, including all Intellectual Property and proprietary rights to the Licensed Services, including but not limited to any improvements, modification or alteration made to the Licensed Services by O2 and/or its licensors, Licensee, or any third party.
- 3.3 Licensee acknowledges that the Licensed Services and the related object code, source code, design features, visual expressions, screen formats, report formats, trademarks and copyrights, and the ideas, methods and concepts used in the Licensed Services, and all modifications of the foregoing ("Proprietary Items"), are the valuable, confidential property of O2 and/or its licensors. O2's licensors hold United States Patent numbers 7395341 and 7725589 which are incorporated into the Licensed Services. Licensee shall not, attempt to, or permit any other third party to:
- a) sell, license, distribute, transfer, or disclose any Proprietary Items to any third party;
  - b) copy any Proprietary Items in violation of this Agreement;
  - c) modify or create derivative works of any Proprietary Items, or decompile, reverse engineer, create or recreate any Licensed Services source code;
  - d) use Proprietary Items to provide services to, or to otherwise benefit, any third party;
  - e) use any Proprietary Items to create a program having features or functions substantially similar to those of the Licensed Services;
  - f) remove or modify any copyright or other proprietary notice contained in the Proprietary Items;
  - g) use or possess the Proprietary Items in any foreign jurisdiction in violation of any trade laws or regulations or
  - h) publish or share with any third party any results of any benchmark or performance test run on the Licensed Services or component thereof.
- 3.4 In addition, Licensee agrees it will not use the Licensed Services to:
- a) violate any applicable law or regulation;
  - b) violate copyright, trademark, trade secret or other property right of any third party;
  - c) interfere with other users' use of the Licensed Services or of the Internet;
  - d) add, remove or modify any identifying network header information in an effort to deceive;
  - e) use the Licensed Services to access, or attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of O2, its licensors or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data;

- f) use the Licensed Services to collect, or attempt to collect, personal information about third parties without their consent; or
  - g) use the Licensed Services for the on-line control of nuclear facilities, aircraft navigation systems, aircraft communication systems, air traffic control, direct life support machines, or weapon systems.
- 3.5 Licensee shall not nor have any right to have “have developed” or “have made” rights under this Agreement.
- 3.6 Licensee is granted licenses for the Licensed Services as designated in the Commercial Schedule. Where the Commercial Schedule specifies a maximum number of licenses, unless otherwise specified therein;
- a) the Licensed Services may be accessed by no more Devices than the specified number of licenses;
  - b) Licenses cannot be shared or used by more than one Device, but may be reassigned to a new Device which replaces the former Device as long as such former Device no longer connects to the Licensed Services and Licensee provides O2 with written notice of the reassignment;
  - c) (any added licenses shall terminate on the same date as the pre-existing licenses; and
  - d) for billing purposes, Licensee’s total license count is determined by the number of Devices that connect to the Licensed Services.
- 3.7 In the event that the number of Devices accessing the Licensed Services exceeds the maximum number of Devices for which licenses have been granted in accordance with the Commercial Schedule (“Overage”), Licensee will be billed for additional Overage Devices in accordance with the Charges set out in the Commercial Schedule.
- 3.8 Unless otherwise agreed, O2 and/or its licensors shall electronically deliver the Licensed Services to Licensee.
- 3.9 Unless otherwise agreed, Licensee is responsible for installing any components required for the Licensed Services on its computers, laptops or other devices in accordance with this Agreement and for obtaining and maintaining all computer hardware, software and communications equipment and services needed to access the Licensed Services.
- 3.10 Licensee shall give written notice to O2 before it deploys the Licensed Services on Devices that do not have Internet connectivity (e.g., a Device used on an internal network where no Internet connectivity is permitted) or has limited Internet connectivity that may affect O2 or its licensor’s licensing policy (e.g. proxy server).
- 3.11 Licensee will choose or will be given all applicable passwords to use in connection with the Licensed Services. Licensee is entirely responsible for maintaining the confidentiality of such passwords and of its accounts (including, if applicable, the passwords and accounts of each of the Users accessing the

Licensed Services by means of an account established by Licensee). Furthermore, Licensee is entirely responsible for any and all activities that occur under any account established. Licensee shall notify O2 promptly of any unauthorised use of any such licenses or of any other breach of security occurring as a result of any activities of any User or of any vulnerabilities that Licensee believes are contained in or caused by the Licensed Services such that O2 may take or recommend appropriate remedial measures. O2 shall have no liability for any loss or damage arising from Licensee's failure to comply with the provisions of this Section.

#### **4 LIMITATION OF LIABILITY**

- 4.1 For the purposes of this Appendix One, clause 18.3 of the General Conditions shall be deleted and replaced as follows:

“Subject to clauses 18.2, 18.4 and 18.5 of these General Conditions, O2's aggregate liability of any sort resulting from breach of contract or negligence, under any indemnity or otherwise arising in connection with this Agreement (whether to the Customer, any Customer Affiliate, Users or otherwise) shall under no circumstances, exceed the sum equivalent to the Fees paid or paid under this Agreement to O2 by Licensee for the most recent three (3) month period for the Licensed Services that are the subject of the claim.”

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## APPENDIX TWO

### MAAS360 SERVICE SPECIFICATION

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#### 1 MAAS360 SERVICE SPECIFICATION

- 1.1 The MaaS360 Platform consists of the MaaS360 Management Centre (as described herein). In order to deploy the MaaS360 Platform, Customers must adhere to procedures and specifications set forth herein and in any attached statement of work which shall be made a part hereof. The network transmits data, manages the policy changes requested by Customers, manages the authentication process, and provides on-going maintenance of the Licensed Services resident on the Device.
- 1.2 MaaS360 for Mobile Devices is an add-on application to the MaaS360 Management Centre and includes the following capabilities and features.
- 1.3 MaaS360 ActiveSync Manager leverages integration with Microsoft Exchange Server and provides visibility and control of a wide range of mobile Devices that have a connection to the Microsoft Exchange Email Server over the ActiveSync protocol. The following reporting and control functions are available:
- a) Create and apply ActiveSync policies
  - b) Apply a system-wide quarantine policy
  - c) New Device Notification to the Administrator
  - d) Approval workflow
  - e) Block/Allow Devices
    - i) Block specific Devices from accessing the email system
    - ii) Allow blocked Devices
  - f) Remote Management Actions
    - i) Complete Device wipe
    - ii) OTA configuration
  - g) Mobility Intelligence Reporting
    - i) Smartphone Summary
    - ii) Device by Ownership
    - iii) Device by Platform
    - iv) Devices by Exchange Access State
    - v) New Devices
    - vi) Devices by Policy
    - vii) Approved devices that cannot be wiped

Device support includes all ActiveSync capable devices including iOS (V3.x and 4.x iPhone, iPad, and iPod Touch), Android, Symbian (Nokia), Windows Mobile, Windows Phone, WebOS.

1.4 MaaS360 Lotus Traveller Manager leverages integration with IBM Lotus Domino Traveller Service and provides visibility and control of a wide range of Mobile Devices that have a connection to the IBM Lotus Notes Server. The following reporting and control functions are available:

- a) Block/Allow Devices
  - i) Block specific devices from accessing the email system
  - ii) Allow blocked devices
- b) Remote Management Actions
  - i) Complete device wipe
  - ii) OTA configuration
- c) Mobility Intelligence™ Reporting
  - i) Smartphone Summary
  - ii) Device by Ownership
  - iii) Device by Platform
  - iv) Devices by Policy

Device support includes the following iOS (V3.x and 4.x iPhone, iPad, and iPod Touch), Android (v 2.2 and higher), Symbian (Nokia), Windows Mobile.

1.5 MaaS360 Management and Security for iOS Devices uses the Apple Mobile Device Management API and the Apple Push Notification Service (APNS) built into the IOS 4 Mobile Operating System to provide visibility and control to all iOS 4.x devices including the iPhone, iPad and iPod. The following reporting and control functions are available:

- a) Create and apply policies and profiles
  - i) Passcode Policies
  - ii) Wi-Fi Profiles
  - iii) Restricted Applications
  - iv) New Device Notification to the Administrator
  - v) Quick Approval workflow
- b) Remote Management Actions
  - i) Selective wipe of corporate profile and email
  - ii) Device lock
  - iii) Query now
  - iv) OTA configuration
- c) Mobility Intelligence Reporting

- i) Devices by Model
- ii) Devices by Operating System
- iii) Home and current network
- iv) Free internal storage
- v) Applications, versions, and size
- vi) Device identification (phone number, IMEI, email address)
- vii) Device restrictions
- viii) Installed profiles

1.6 MaaS360 Management and Security for Android Mobile Devices uses a lightweight agent that interfaces with the Android Mobile Device Management API Framework to provide visibility and control to all Android devices running 2.2 and higher. The following reporting and control functions are available:

- a) Create and apply policies and profiles
  - i) Passcode Policies
  - ii) Wi-Fi Profiles
  - iii) Restricted Applications
  - iv) Disallow Applications from Unknown Sources
  - v) Device Feature Restrictions
- b) Remote Management Actions
  - i) Full Wipe
  - ii) Selective wipe
  - iii) Device lock
  - iv) Locate and Query now
  - v) Reset Device Passcode
- c) Mobility Intelligence Reporting
  - i) Devices by Model
  - ii) Devices by Operating System
  - iii) Home and current network
  - iv) Free internal storage
  - v) Applications, versions, and size
  - vi) Device identification (phone number, IMEI, email address)
  - vii) Device restrictions
  - viii) Installed profiles



- 1.7 MaaS360 Management and Security for Blackberry Devices leverages integration with Blackberry Enterprise Server (BES) version 5.0 and higher for Microsoft Exchange or Lotus Notes. The service provides visibility and control over Blackberry devices being managed by BES. The following reporting and control functions are available:
- a) Remote Management Actions
    - i) Send Message
    - ii) Reset Device Passcode
    - iii) Wipe Device
    - iv) Assign BES Policy
    - v) Remove Device from BES
    - vi) Refresh Data
  - b) Data Collection and Mobility Intelligence™ Reporting
    - i) o Hardware Inventory
    - ii) o Network Information
    - iii) o Device Features
    - iv) o Messaging History
    - v) o Security & Compliance
    - vi) o Software Installed
- 1.8 MaaS360 App Management allows Customers to create app catalogue entries on the MaaS360 platform and distribute them to supported Devices managed by MaaS360. Customer controls all aspects of distribution including installation instructions and targeting at a Device, group or global level. Customer will be responsible for all packaging and file creation. O2 does not provide app package creation support. Customer shall be allotted app distribution to a certain number of Devices in accordance with the contracted quantity. Customer has the ability to reference app packages that are hosted by the Customer.
- 1.9 MaaS360 Doc Management allows the Customer to create document catalogue entries on the MaaS360 platform and distribute them to supported Devices managed by MaaS360. Customer controls all aspects of distribution including document description and targeting the document distribution at a Device, group or global level. Customer will be responsible for all document content and formatting. Customer shall be allotted document distribution to a certain number of Devices in accordance with the contracted quantity.
- 1.10 MaaS360 Content Distribution gives the Customer the ability to upload app packages and documents to MaaS360's Content Distribution system. Customer has the ability to store up to 1GB of data on the MaaS360 platform for distribution and each contracted device can access up to 6GB of annual usage.

1.11 MaaS360 Cloud Extender is a small program that runs as a service on a Microsoft Windows machine in your network. The Cloud Extender creates an outbound connection over HTTPS to the MaaS360 portal that is used as a bi-directional communication facility and allows the MaaS360 portal to integrate with your Exchange Server and Active Directory Server (iOS Enrollment Authentication). It performs the following functions:

- a) Uses Microsoft Powershell commands to query the Exchange Server for vital information related to the ActiveSync enabled devices on the Exchange Server.
- b) Processes device and policy information and transmits it to the MaaS360 portal for reporting and management functions.
- c) Receives information from the MaaS360 portal including:
  - i) ActiveSync policies
  - ii) Device actions
  - iii) Policy assignments
  - iv) User Credentials (iOS enrolment)
- d) Uses Microsoft Powershell commands to execute policy assignments and actions
- e) Performs User Authentication using Active Directory (for iOS enrolment).

The MaaS360 Cloud Extender requires that it be configured with an account with sufficient rights to run as a service and to access Active Directory and Exchange Servers.

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## APPENDIX THREE MAAS360 SERVICE TARGETS AND SLA

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### 1 SERVICE TARGETS

- 1.1 Support for the Licensed Services will be available 24 hours a day, Monday to Friday. O2 will provide its Customers Helpdesk to Helpdesk support.
- 1.2 The following service definitions and targets will apply to the Licensed Service. Note these are not contractually binding and are a target only.

Fault Severity	Definition	Response Time	Updates ( between 8am – 6pm)
P1	A service loss affecting a significant proportion of the customer base.	2 hours	< 4 hours
P2	A minor degradation impacting individual end users	3 hours	< 8 hours (or when fixed)
P3	Non-service affecting.	4 hours	On request only

### 2 SLA

- 2.1 Maas360 Platform/Management Centre: 99.9% Availability.
- 2.2 The Availability SLA does not include Excused Down-Time.

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## APPENDIX FOUR MAAS360 MAINTENANCE RELEASES

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### 1 MAINTENANCE RELEASES

- 1.1 O2 shall investigate and resolve Defects in the Licensed Services that arise in connection with Customer's proper and authorized use of the Licensed Services (provided that Customers shall upgrade to the latest Maintenance Release of O2's Licensed Services within twelve (12) months of a new Maintenance Release being made available by the O2). O2 retains the right to change the Licensed Services (provided that the Licensed Services continue to comply with the Specification), or, with reasonable written notice cause the Customers to migrate to the most recent Maintenance Release of the Licensed Services. In the event of a Defect in the Licensed Services, the Customer shall use reasonable endeavours to provide to O2 reasonably detailed documentation and explanation, together with such underlying data as O2 may have, to reproduce and substantiate any such failures and shall provide reasonable assistance to O2 in its efforts to investigate, diagnose and correct the failure. As each of its Customers shall have a unique software environment, O2 and its Customers shall make commercially reasonable efforts to work together in order to troubleshoot, support, and work to resolve issues which occur in each environment.
- 1.2 From time to time, and for the purpose of enhancing the performance and functionality of the Licensed Services, O2 may make additions, deletions, and modifications to the underlying networks, access points applications and other facilities in connection with the Licensed Services (provided always that the functionality of the Licensed Services shall remain as set out in the Specification), and shall make automatic updates to the Licensed Services available to the Customers, such as directory updates, and Defect fixes.
- 1.3 All necessary standard updates to the core functionality of the Licensed Software and Licensed Services, including Defect fixes, enhancements, and other minor releases (including where O2 makes a new release generally available at no additional charge to support a new Device operating system) ("Maintenance Releases"), will be made available by O2 at no cost to the Customers as part of standard support.