

FIXED SERVICE SCHEDULE – O2 BOOSTBOX SERVICE

The following additional terms and conditions apply to the provision of the O2 Boostbox Service.

1 DEFINITIONS

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

TERM / EXPRESSION	MEANING
“Allowed Numbers”	has the meaning set out in paragraph 3.3;
“DSL”	means digital subscriber line;
“O2 Boostbox Service”	has the meaning set out in paragraph 3 of this Service Schedule;
“O2 Boostbox Unit”	means Equipment utilising femtocell technology and any other related items, or equipment for use with the O2 Boostbox Service to provide 3G voice and data coverage over a limited indoor area via a broadband Internet connection.
“O2 MEZ Tariffs”	means the discounted mobile tariff applicable to mobile calls made between nominated sites or locations that are registered as mobile extension zones (“MEZ”) by O2 customers;
“Other Service Providers”	means any provider of telecommunications services other than O2;
“Working Hours”	means 08.00am – 21.00pm local UK time, on Working Days.

2 FIXED SERVICE

The O2 Boostbox Service is a “Fixed Service” and the Fixed Terms will apply to this Service.

3 O2 BOOSTBOX SERVICE

The O2 Boostbox Service is only available for purchase, ownership and in life support by O2 Business Customers and not for non O2 Business Customers. However O2 consumer customers may be authorised to use the O2 Boostbox Service as long as they have an O2 3G SIM card and are registered for the O2 Boostbox Service.

- 3.1 The O2 Boostbox Service under which O2 supplies the Customer with the ability to access 3G voice and data services within a limited indoor area using a 3G Device and an operational broadband connection comprises:
- the O2 Boostbox Unit/s;
 - associated support services; and
 - any other related items, equipment or services O2 may provide to the Customer.
- 3.2 Standard deployment of the O2 Boostbox Service utilises a DSL internet connection.
- 3.3 Unless otherwise requested by the Customer, use of the O2 Boostbox Service is restricted to Users nominated by the Customer to access the O2 Boostbox Service via a specified mobile phone number (“**Allowed Numbers**”).
- 3.4 The O2 Boostbox Service is offered with a choice of non-standard deployment options comprising of:
- insofar as possible, supply via an Internet connection that is not DSL;
 - group deployment and combined operation of two or more O2 Boostbox Units; or
 - an open-access O2 Boostbox Service which is not restricted to Allowed Numbers (“**Open Unit**”), each of which are subject to availability, installation by O2 at the Site and additional charges as specified in the Commercial Schedule.
- 3.5 The O2 Boostbox Service is offered with a choice of:

- a) Standard O2 Boostbox Unit (home or small office) with:
 - i) coverage reach of up to 25 metres;
 - ii) up to 30 Allowed Numbers; and
 - iii) up to 4 concurrent Users, or
 - b) Large O2 Boostbox Unit (larger office) with:
 - i) coverage reach of up to 100 metres for single O2 Boostbox Unit deployment; or
 - ii) extended coverage reach insofar as possible for group O2 Boostbox Unit deployment; and
 - iii) up to 30 Allowed Numbers for single O2 Boostbox Unit deployment; or
 - iv) up to 250 Allowed Numbers for group O2 Boostbox Unit deployment; or
 - v) larger quantities of Allowed Numbers can be accommodated upon request; and
 - vi) up to 16 concurrent Users.
- 3.6 The Customer shall at all times be responsible for:
- a) informing O2 of the geographical location (and any subsequent change to that location) from which the O2 Boostbox Unit is to be operated; and
 - b) informing O2 of any change of ownership of the O2 Boostbox Unit.

O2 Boostbox Units found in a location not specifically notified to O2 will be disabled immediately. A failure to notify O2 of the change of location/ownership of the O2 Boostbox Unit may result in emergency calls being misdirected for which O2 will not be held responsible.

4 SERVICE STANDARDS

- 4.1 The provision of the O2 Boostbox Service to the Customer, subject to any additional requirements for non-standard deployment, is dependent upon the Customer or each User (as applicable) having:
- a) suitable and sufficient bandwidth capacity over an operational internet connection;
 - b) a connection to an operational LAN port on a broadband router;
 - c) a current subscription to DSL Internet services or other Internet services;
 - d) a 13 amp mains socket;
 - e) an O2 UK mobile phone number;
 - f) a 3G capable mobile phone device;
 - g) a 3G enabled SIM Card; and
 - h) any other hardware, software, cabling and related facilities as may be required from time to time, in which event O2 will notify the Customer of any additional requirements.
- 4.2 O2 has no responsibility for:
- a) the provision of Internet services to the Customer or any associated maintenance or support (whether technical or otherwise), other than that which may exist under any separate agreement the Customer may have with O2 for the provision of such services; and
 - b) any limitations on the networks or equipment of Other Service Providers which may affect provision of the O2 Boostbox Service.
- 4.3 O2 may be unable to provide the O2 Boostbox Services from time to time, including but not limited to, Other Service Provider's processes and maintenance, technical limitations in fixed networks, network outages and/or physical, meteorological or geographical conditions.
- 4.4 O2 does not guarantee the performance of the O2 Boostbox Service including, but not limited to, coverage performance.
- 4.5 The Customer acknowledges that:
- a) use of the O2 Boostbox Service to consume large quantities of data may affect the speed of the Customer's internet services;

- b) performance of the Customer's router or internet services may affect performance of the O2 Boostbox Service; and
 - c) the provision of 3G voice and data services is subject to the mobile services terms and conditions applicable to those services.
- 4.6 Unless agreed otherwise with the Customer, all Equipment supplied by O2 shall be new and not of such age since manufacture as to impair its specified performance, functionality, reliability or safety.
- 4.7 In the event that any Equipment (including any related Software) does not:
- a) meet any of the availability or capacity requirements agreed between the parties; or
 - b) operate reliably in accordance with good industry practice (including virus detection to eliminate viruses known in the software industry at the time of implementation) and/or the specification agreed between the parties,

O2 shall, at its cost, take such reasonable measures as are necessary to ensure the Equipment (including any related software) is compliant within a reasonable time. O2 shall not be responsible for any pre-existing viruses or those subsequently introduced by the Customer.

5 CUSTOMER OBLIGATIONS

- 5.1 The Customer must:
- a) unless an Open Unit is deployed, designate an O2 Boostbox Service administrator as the person authorised to nominate Users and Allowed Numbers ("**Customer Administrator**");
 - b) provide to O2 the address of the Site and the telephone and email contact details of the Customer Administrator and immediately notify O2 in writing of any changes to these details that may occur from time to time; and
 - c) immediately notify O2 if the O2 Boostbox Unit is lost, stolen, damaged or used for fraudulent or other illegal activities.
- 5.2 The customer is responsible for:
- a) unless otherwise advised by O2, installing the O2 Boostbox Unit at the Site, including providing any power supply, broadband access, equipment, hardware or software that may be required and has not been provided by O2;
 - b) taking prudent and appropriate measures to back up and protect any data on the Customer's IT systems;
 - c) preventing any unauthorised access to the O2 Boostbox Service, including but not limited to any attempt, actual or suspected, to open, disassemble, decompile, copy, reverse-engineer or tamper with the O2 Boostbox Unit; and
 - d) the acts and omissions of all Users and the Customer is liable for any failure by such Users to perform or observe the terms and conditions of this Agreement.
- 5.3 The Customer acknowledges that the:
- a) O2 Boostbox Unit and O2 Boostbox Service are trial products and services that are still in development by O2 and may be modified or withdrawn from time to time; and
 - b) Customer's use of the O2 Boostbox Service does not affect the Customer's rights and obligations in relation to any other Services included in this Agreement such as Mobile Services, Voice Services and other Fixed Services; and
 - c) O2 is required to ensure that it retains correct up-to-date O2 Boostbox location details for the purpose of routing 999 calls and it is therefore paramount that the Customers informs O2 of the correct location of the O2 Boostbox Unit, including any subsequent change of location and/or ownership immediately.

6 SERVICE COMMENCEMENT DATE AND TERM

The O2 Boostbox Service will commence on the date that O2 notifies the customer that the O2 Boostbox Service is ready for use at the Site, provided that the Customer has received the O2

Boostbox Unit, and shall continue until termination of the O2 Boostbox Service in accordance with this Agreement.

7 CHARGES

- 7.1 The Charges for the O2 Boostbox Service are set out in the Appendix to this Service Schedule. For the avoidance of doubt, the Customer's use of the O2 Boostbox Service is separate and distinct from any obligations to pay charges under any other agreements for mobile airtime or broadband internet and does not affect any tariff charges for mobile services applicable to the Customer or Users.
- 7.2 O2 MEZ Tariffs are not applicable to any use of the O2 Boostbox Service.

8 ORDERS

- 8.1 O2's acceptance of an order for Equipment is subject to availability and O2 may reject any order without any liability to the Customer. Once accepted by O2, an order may not be revoked by the Customer.
- 8.2 O2 reserves the right to add to, substitute, or to discontinue any item of Equipment at any time. O2 does not guarantee the continuing availability of any particular item of Equipment.
- 8.3 The Customer may request additional Equipment by placing a new hardware order under this Agreement. In the event that O2 and the Customer agree the Charges and any other terms that would apply to such new Equipment, those terms will be added to this Agreement by execution of a formal variation.

9 DELIVERY, ACCEPTANCE AND RISK

- 9.1 O2 will deliver the Equipment to the Site provided that the Site is within the Territory. O2 will advise the Customer in good time of any instruction or other information required to enable the Customer to take delivery of the Equipment.
- 9.2 The Customer is responsible for supplying O2 with all necessary information regarding the Site, and any Customer operating requirements in reasonable time to allow O2 to plan and arrange for the delivery and, if applicable, installation of Equipment.
- 9.3 O2 shall use reasonable endeavours to deliver and, if applicable, install Equipment within any time periods and/or by any date indicated to the Customer, but all time periods and dates are estimates and except where explicitly agreed otherwise O2 shall have no liability for any failure to meet any date or perform any of its obligations within the time period indicated.
- 9.4 The Customer shall be deemed to have accepted an item of Equipment immediately after the Customer has taken delivery of the Equipment.
- 9.5 Risk in an item of Equipment shall pass to the Customer:
- a) when that item of Equipment has been delivered, if O2 is to deliver the item of Equipment; or
 - b) if the item of Equipment is to be collected by the Customer, when the Customer takes possession of that Equipment; and
 - c) the Customer shall not be liable for any loss or damage to the item of Equipment to the extent that such loss or damage is caused by the negligence of O2 or its suppliers.
- 9.6 O2 does not guarantee that any Software supplied as part of the Equipment it will be error free. In addition to its obligations set out in clause 16 of the General Conditions, the Customer shall not permit the whole or any part of any Software to be incorporated into any other computer programs.

10 TITLE IN THE EQUIPMENT

- 10.1 Notwithstanding acceptance and the passage of risk, title to an item of Equipment shall not pass to the Customer until the Customer has paid for the Charges relating to that item of Equipment in full.
- 10.2 Until title in the Equipment has passed to the Customer, the Customer undertakes not to sell, transfer, lease, charge, assign by way of security or otherwise deal in or encumber the Equipment in any way

and that it shall keep such Equipment in good working order allowing for fair wear and tear during the period of use by the Customer.

11 FAULT RESPONSE

- 11.1 Clause 8 of the Fixed Terms will not apply to the O2 Boostbox Service. O2 shall provide fault response during the Working Hours. Where a fault is reported outside of the Working Hours, the fault will be treated as if it had been reported at 8.00am on the next Working Day. Work will only be carried out during the Working Hours.
- 11.2 For the avoidance of doubt, there will be no fault with the O2 Boostbox Service where the Customer is unable to use the O2 Boostbox Service as a result of a fault, suspension or disconnection on any line on which the O2 Boostbox Service is being provided.

APPENDIX O2 BOOSTBOX SERVICE CHARGES

1 O2 BOOSTBOX SERVICE

In order to use the O2 Boostbox Service the Customer requires at least one O2 Boostbox Unit, which can be purchased by the Customer at the rates set out in paragraph 1.2 below. For the avoidance of doubt, there are no airtime or usage charges for the O2 Boostbox Service.

2 O2 BOOSTBOX UNIT CHARGES

2.1 The O2 Boostbox Units will be supplied by O2 at the following rates:

- a) £150 Standard O2 Boostbox Unit (home or small office); or
- b) £250 Large O2 Boostbox Unit (larger office).

3 OTHER CHARGES FOR OPTIONAL NON-STANDARD DEPLOYMENT OR INSTALLATION

The Charges applicable to any non-standard deployment options or installation of the O2 Boostbox Service as requested by the Customer are variable and shall be assessed on a case by case basis with respect to the Customer's particular requirements.