

Schedule 2B Small Cell Service Description and Service Level Agreement

1 Purpose

This Schedule sets out the terms and conditions specific to Freshwave's Small Cell Services. It defines how Freshwave will deliver and provide support for the Services set out in the Service Order, the activities they will perform and the terms governing the availability of the Services.

2 Definitions

2.1 In addition to the terms defined in the rest of the Agreement the following definitions apply to this Schedule:

Availability	The time measured over a Measurement Period for which Services are not Unavailable as calculated in accordance with Clause 10 of this Schedule.
Backhaul Provider	A third-party company providing connectivity services to the Premises, under contract to Freshwave or Customer for such services.
Excused Outage	A period when the Services are unavailable due to planned maintenance or other activities that Customer has been informed of ahead of time in accordance with the clause 8.3 of Schedule 1. An Excused Outage will not be counted as a violation of this Schedule.
Measurement Period	Calendar monthly periods, pro-rated for the month in which the Service Ready Date occurs.
Office Hours	09:00 – 17:00, UK time on a Business Day.
Site ID	The unique reference number allocated by Freshwave to the Premises where the Services are being provided. The Site ID will be identified to Customer in the service guidebook provided to Customer at the Hand Over Date.
Small Cell	A low power radio node connected via an in-building IP network to a Mobile Network Operator. Each low power radio node radiating 3G or, 3G and 4G or, 4G data and voice services for a single Mobile Network Operator.
Unavailable or Unavailability	A break in Services of the relevant Mobile Network Operator service due to a Priority 1 or Priority 2 Outage as described in clause 7.7 of this Schedule, whether detected by Freshwave, any MNO or reported by Customer for a period greater than ten (10) consecutive minutes.

3 Service Description

- 3.1 The Services are designed to deliver voice, SMS and data coverage and capacity detailed in the Site Design Document, summarised as below, selected in the Order Form and at the quality level outlined in the Service Levels set out in this Schedule 2. The design for each MNO as set out in the Service Order will be conducted in accordance with that MNO's design guidelines in force from time to time.
- 3.2 Customer recognises that the use of more than one in-building mobile connectivity service provider may result in interference and a lower standard of Services than is set out herein. Freshwave is not responsible and accepts no liability for any interference caused by other in-building mobile connectivity service providers within the Premises. Service Credits outlined in

Clause 11 of this Schedule 2, will not be applicable to any Outages as a result of any interference caused by other in-building mobile connectivity service providers.

- 3.3 The Services may drop calls when entering and exiting the Premises due to the Mobile Network Operators' outdoor service set-up. Any call drops when entering and exiting the Premises will not be counted as a violation of the terms of this Schedule 2.
- 3.4 Where the Services are provided in a multi-tenant building to one tenant and not the others, Freshwave will aim to limit the coverage leakage to the surrounding area/tenants, however this cannot be prevented entirely.

4 Design and Implementation

- 4.1 Freshwave will design the in-building mobile Services using guidelines provided by the technology vendor(s) and in accordance with the design guidelines of the relevant Mobile Network Operator. This will be documented in the Site Design Document. The Site Design Document will be continually reviewed and amended as a living document until design approval has been granted by all the relevant Mobile Network Operator(s).
- 4.2 After Service Ready Date for the last MNO service at the Premises, the Site Design Document will be updated by Freshwave to be the as-built document.
- 4.3 Freshwave will install/manage the in-building Services described in the Site Design Document This will include:
- a. an internet terminating router;
 - b. an IP switching network dedicated to the Service;
 - c. Small Cells, located at the correct radiating locations as per the Site Design Document;
 - d. if applicable, in-building cabling;
 - e. if applicable, an internet connection using a Backhaul Provider;
 - f. commissioning and testing of the Equipment in preparation for Service;
 - g. provision of connectivity to Freshwave's Network Operations Centre ("NOC"); and
 - h. bringing the Services into service on the Handover Date.
- 4.4 Customer shall be responsible for the provision of a communications room environment and allocating enough room in Customer racks to accommodate the Equipment, as specified in the Site Design Document.

5 Acceptance Testing

- 5.1 Freshwave will conduct all relevant testing and local network configurations adhere to the Site Design Document and obtain all relevant Mobile Network Operator approvals to qualify for activation and optimisation of the Services for Customer.
- 5.2 Acceptance Tests shall be carried out by Freshwave to ensure that the Services are ready for commercial use and delivering the Services as defined in the Site Design Document.
- 5.3 Each MNO may carry out their own Acceptance Tests and any Acceptance Test results may be shared by Freshwave with Customer and with any relevant MNO.
- 5.4 Freshwave will declare the Handover Date. Each of the Services may have a separate Handover Date.

6 Upgrades

- 6.1 If at any time during the subsistence of this Agreement any of the MNOs require an upgrade to the Equipment in order to keep it compatible with the MNOs mobile network, Freshwave will provide a quote for Freshwave's reasonable costs in providing the upgrade. If Customer does not wish for the Equipment to be upgraded, Customer acknowledges and accepts that the MNO's service may no longer be available as part of the Services. If, as a result of an upgrade not being provided and an MNO's service becomes unavailable as part of the Services, any remaining Monthly Service Fee for the MNO service, while not provided, will be reduced by 15%, for the duration of the Service Term.

7 Service Monitoring and Problem Reporting

- 7.1 Following the Service Ready Date, the performance of the Services will be monitored to provide the service assurance and ensure that the Services comply with the Agreement.
- 7.2 The Services will be monitored continuously (24/7/365) for detection of faults or degradation in performance. Any fault conditions regardless of their root cause will be addressed via the service desk.
- 7.3 Freshwave will provide Customer a service desk for support and fault resolution purposes during Office Hours. Only Customer's designated personnel or other pre-designated persons shall be permitted to register faults with the service desk.
- 7.4 Freshwave will provide Customer at Handover Date with a service guidebook that details the processes, contact methods, contact names, emails and phone numbers for reporting any problems.
- 7.5 When reporting a problem, Customer shall by phone or email provide the following information to Freshwave: (i) contact name and number; (ii) fault onset date and time; (iii) fault description and location; (iv) scope of fault; (v) Premises name and Site_ID; (vi) frequency of fault (constant or intermittent); (vii) business impact; and (viii) Customer availability for testing.
- 7.6 Customer shall fully cooperate with Freshwave and its Subcontractors at all times in order to fully diagnose and resolve any faults with the Services.
- 7.7 The scope of the fault will fall into one of three (3) categories:
- a. Priority 1
 - loss of services for all MNOs in any MNO sector of the Premises (as defined in the Site Design Document);
 - b. Priority 2
 - The loss of service more than 5% of all active radio nodes (but a minimum of, three active radio nodes) within an MNO sector of the Premises irrespective of the number of MNOs affected
 - c. Priority 3:
 - Any other loss of service that is not Priority 1 or Priority 2 or other performance issue.
- 7.8 Once the problem has been reported, Freshwave commits to:
- a. acknowledging the problem has been logged by contacting Customer by phone or email within 1 Office Hour of receiving notification from Customer; and
 - b. initial triage of the problem.

8 Problem Resolution

- 8.1 Initial triage timing will start after the acknowledgement, and Freshwave will use all reasonable endeavours to conclude triage within the timescale shown in the table as per Clause 8.2 of this Schedule. During triage, Freshwave will take all reasonable steps to restore the Services in accordance with the terms of the Agreement and report back to Customer with next steps which could be (but not limited to):
- a. Customer performs all necessary in-house tests to the demarcation point as specified in the Site Design Document;
 - b. re-test the Service following remote fix;
 - c. arrange Freshwave (or Subcontractor) engineer visit to Premise; or
 - d. assign problem to MNO for investigation.
- 8.2 When initial triage is complete and problem is not resolved, Freshwave shall agree with Customer (such agreement not to be unreasonably withheld or delayed) the level of priority to be assigned to the problem which will indicate the frequency of updates on progress that will be provided to Customer by Freshwave until full Services are restored.

Priority Level	Description	Acknowledgement	Initial Triage (after Acknowledgement)	Targeted Resolution* (Business Days)
1	Full Outage	1 hour	1 Office Hour	1 Business Day
2	Partial Outage	1 hour	1 Office Hour	2 Business Days
3	Performance Degradation	1 hour	1 Office Hour	5 Business Days

* Please note that these dates/times only apply where the problem remains in the control of Freshwave.

9 Planned Maintenance

- 9.1 Freshwave (and its Subcontractors including the MNO and any relevant Backhaul Provider) will occasionally need to perform planned maintenance activities for the Services which may require the Services to be off-line during such maintenance activities. This work is subject to the requirements of Clause 8 of Schedule 1.

10 Regulatory Controls

- 10.1 The Parties acknowledge and agree that the relevant MNO and the UK Office of Communications (Ofcom) have the right, (a) to access such Equipment to ensure it is being used in accordance with the licence under which the MNO is authorised to provide radio coverage solutions, (b) if there is a breach of such licence, or if the Equipment or the Services cause or contribute to undue interference with other radio equipment, or in times of national or local states of emergency: (i) require the MNO's Equipment to be modified, (ii) temporarily or permanently stop use of the MNO's Equipment, and/or (iii) deactivate any affected part of the Services, in its sole discretion. Where any such modification or deactivation is required:
- a. Freshwave shall have no liability to the extent of any such modification or deactivation, but shall not be otherwise relieved from its obligations under this Agreement; and
 - b. where there is a material change to the Services or Freshwave's ability to provide the Services in accordance with this Agreement, the event shall be considered an MNO Event.

11 Service Credits

11.1 The Services are designed to have an Availability (the “**Service Levels**”) greater than 99%. In the event that Availability falls below 99% per month, and becomes Unavailable for reasons other than an Excused Outage or for reasons beyond Freshwave’s reasonable control, Customer will be entitled to a percentage (%) credit (the “**Service Credit**”) for the affected Service(s) based on the Unavailability of the Service(s), calculated by Availability at the end of a Measurement Period as set forth below:

Service Availability	Service Credit as a % of the Monthly Service Fee
100% - 99%	No Credit
99% - 96%	10%
96% - 93%	20%
93% - 90%	30%
Less than 90%	40% (the “ Service Credit Cap ”)

11.2 Availability is calculated as follows:

$$\frac{\text{Total hours per month} - \text{total hours Unavailable per month}}{\text{Total hours per month}} \times 100$$

and averaged across all nodes to provide a monthly Availability for the Service.

11.3 In addition to those matters set out in Clause 9.6 of Schedule 1, Service Credit will not apply to, and Freshwave shall have no liability in respect of, Service(s) interruptions attributable to:

- a. any MNO outages or MNO Events;
- b. any outages occurring outside the demarcation points of the Services;
- c. Backhaul Provider Outages; or
- d. System capacity limitations defined in the Site Design Document;

11.4 Freshwave shall have no liability for any harm, loss, or damages that arise out of or in connection with any failure by Customer (or end-users of the Services) to comply with any MNOs’ acceptable use policies or EULAs.

11.5 For the avoidance of doubt, the maximum amount payable by Freshwave in a given month pursuant to this Schedule will be 40% of the Monthly Service Fee.

12 Root Cause Analysis

12.1 Freshwave shall perform a root cause analysis on any Chronic Outage or any material or persistent problem affecting the Services and provide Customer with a summary of such analysis upon request.

13 Chronic Outage, Sole Remedy

- 13.1 If, for reasons other than an Excused Outage or for reasons beyond Freshwave's reasonable control, the affected Availability is less than 75%, calculated against a Priority 1 Outage, in each of three (3) consecutive Measurement Periods, ("**Chronic Outage**"), Customer may, as its sole remedy, elect to terminate the affected Services prior to the end of the relevant Term as specified in the Services Order Form without termination liability, on giving not less than sixty (60) days' notice in writing to terminate to Freshwave, and the relevant affected Services will terminate provided that Freshwave fails to remedy the Chronic Outage within such sixty (60) day period. The termination right must be exercised within thirty (30) days of the event giving rise to it and is limited to the affected Services only.
- 13.2 The Service Level Credits set out in this Schedule represent the sole and exclusive financial remedy of Customer for Freshwave's failure to comply with this Schedule.