

# Schedule 2B Small Cell Service Description and Service Level Agreement

## 1 Purpose

This Schedule sets out the terms and conditions specific to Freshwave's DAS 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:

<b>Availability</b>	The time measured over a Measurement Period for which Services are not Unavailable as calculated in accordance with Clause 12 of this Schedule
<b>Backhaul Provider</b>	A third-party company providing connectivity services to the Premises, under contract to Freshwave or Customer for such services.
<b>End User License Agreement or EULA</b>	An end user license agreement between the MNOs and Customer or between the MNOs and end users of the mobile voice and data services provided at Customer's Premises hereunder or in connection with this Agreement and containing licence terms, restrictions on Customer or on those end users' use of the MNO services, and other commercial terms
<b>Excused Outage</b>	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 7.3 of Schedule 1. An Excused Outage will not be counted as a violation of this Schedule
<b>Measurement Period</b>	Calendar monthly periods, pro-rated for the month in which the Service Ready Date occurs.
<b>Mobile Network Operator or MNO</b>	Those companies using the Equipment to provide mobile voice and data services to end users at Customer's Premises using their licensed spectrum.
<b>Office Hours</b>	09:00 – 17:00, UK time on a Business Day
<b>Site ID</b>	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
<b>Small Cell</b>	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.
<b>Unavailable or Unavailability</b>	A break in Services of the relevant Mobile Network Operator service due to a Priority 1 or Priority 2 Outage as described in clause 8.7 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 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 12 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 Freshwave will ensure continued adherence of the Equipment to all UK MNO and Regulator security policies.
- 4.3 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.
- 4.4 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, the 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.
- 4.5 Customer shall be responsible for the provision of a communications room environment and ensuring 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 MNO Service 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 The Services

- 7.1 The Service does not replace the MNO voice and data subscription and purchase plans that Customer and/or Customer's end-users have with MNOs. Freshwave has no control over any changes to MNO price plans and has no responsibility for supplying or maintaining the end users' mobile/cellular devices that make use of the Service. Customer will use the Services in compliance with any MNO acceptable use policy and any applicable MNO EULAs.
- 7.2 The Services support calls to the emergency services; however, Customer should have an adequate power supply and should additionally maintain a fixed line as backup, and Freshwave shall have no liability arising out of any inability of Customer to contact emergency services to the extent Customer fails to maintain such fixed line or have an adequate power supply.
- 7.3 Freshwave will share the location of the Equipment with the MNOs and the emergency services in order to fulfil regulatory requirements. Customer shall initially supply and keep its contact details up to date and promptly notify Freshwave of any changes.

## 8 Service Monitoring and Problem Reporting

- 8.1 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.
- 8.2 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.
- 8.3 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.
- 8.4 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.
- 8.5 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.

- 8.6 Customer shall fully cooperate with Freshwave and its Subcontractors at all times in order to fully diagnose and resolve any faults with the Services.
- 8.7 The scope of the fault will fall into one of three (3) categories:
- a. Priority 1
    - loss of services for all MNOs in 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) in the Premises irrespective of the number of MNOs affected; or
  - c. Priority 3:
    - Any other loss of service that is not Priority 1 or Priority 2 or other performance issue.
- 8.8 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.

## 9 Problem Resolution

- 9.1 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 9.2 of this Schedule 2. 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.
- 9.2 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	Acknowledgement	Initial Triage (after Acknowledgement)	Targeted Resolution* (Business Days)
1	1 hour	1 Office Hour	1 Business Day
2	1 hour	2 Office Hours	2 Business Days
3	1 hour	4 Office Hours	5 Business Days

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

## 10 Planned Maintenance and Suspension of Service

- 10.1 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 7 of Schedule 1.

- 10.2 Customer understands and agrees that from time to time any MNO may, in its sole discretion, make modifications to the external radio environment. Such modifications are outside of Freshwave's control and may require re-configuration and optimisation of the Service including a visit to the Premises. Where such modifications are required:
- a. Freshwave will endeavour to limit any disruption from such activities and Customer will cooperate with Freshwave as required to achieve such activities; and
  - b. both Parties agree to discuss in good faith any changes required to be made to this Agreement in accordance with the change control procedure in Schedule 1.
- 10.3 The MNOs are contractually obligated to support the MTPAS (Mobile Telecommunication Privileged Access Scheme) to ensure emergency responders are able to communicate during an incident. This may result in a requirement to switch off the Services with little or no notice. The relevant MNO will endeavour to provide advance notification to Freshwave, and Freshwave shall endeavour to provide advance notification to Customer of the foregoing, but in some cases, notice may not be provided until after the Service has been suspended. Once the relevant MNO has received confirmation that the Services can be restored, Freshwave will endeavour to complete Service restoration as quickly as is practicable.

## 11 Regulatory Controls

- 11.1 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 Service, 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.

## 12 Service Levels

- 12.1 The Services are designed to have an Availability (the "**Service Levels**") greater than 99% per month. 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")

12.2 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.

12.3 In addition to those matters set out in Clause 8.6 of Schedule 1, Service Credits 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.

12.4 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.

12.5 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.

## 13 Root Cause Analysis

13.1 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.

## 14 Chronic Outage, Sole Remedy

14.1 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 Outages, 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.

14.2 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.

## 15 Additional Termination Rights

- 15.1 Freshwave may suspend or terminate the relevant Service Orders (or part thereof) where Freshwave receives from an MNO a notice stating that an MNO Event has occurred and outlining the circumstances surrounding the relevant MNO Event.
- 15.2 Events that may cause MNO to terminate or suspend or limit Customer's use of the Services include, without limitation:
- a. Customer's use of the Services poses a security or service risk to MNO, to any user of the MNO's systems, or may subject MNO or any third party to liability, damages or danger;
  - b. Customer otherwise uses the Services in a way that disrupts or threatens the MNO network, or the systems, services, or network of any other MNO;
  - c. Customer uses the Services or any component thereof other than as expressly permitted herein;
  - d. MNO receives notice or otherwise reasonably determines, in its sole discretion, that Customer may be using the Services for any illegal purpose or in a way that violates the law or violates, infringes, or misappropriates the rights of MNO or any third party, including failing to obtain all approvals, consents, and permits required under this Agreement;
  - e. MNO determines, in its sole discretion, that providing the Services to Customer is prohibited by applicable law, or has become impractical or unfeasible for any legal or regulatory reason; and
  - f. if any regulatory agency or legislative body promulgates any rule, regulation, or order that has the effect of prohibiting or adversely affecting MNO's ability to provide services.

each being an **MNO Event**.