

Service Schedule – Block Time Agreement

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1 Definitions and Interpretation

- 1.1 In this Service Schedule the words, expressions and rules of interpretation set out in the Master Products and Services and the Agreement generally will apply and mean the same when used in this Service Schedule.
- 1.2 The following words and phrases will, unless the context otherwise requires, have the following meanings:

“Agreed Service Hours”	means the times Telefónica Tech will make available the Service as set out in Paragraph 10.1.
“BTA Services”	means the reactive service desk Services for supported hardware and software, as further described in paragraph 3 of this Service Schedule.
“Incident Management”	means the agreed procedures for providing support and problem resolution services to the Customer.
“MPSA”	means the ‘Telefónica Tech UK&I Master Products and Services Agreement’ made between the parties ruling at the date of this Service Schedule. If there is no current MPSA made between the parties that is in force at the date of this Service Schedule, then the terms of the version of the MPSA approved by Telefónica Tech at the date of this Service Schedule will apply.
“Quantity of Service”	means the number of hours of support that the Customer has purchased from Telefónica Tech, as further set out in the Order Documents;
“Response Time”	means the time lapsed from receipt of the Customer support call during Agreed Service Hours or in the event of receipt of the support call outside Agreed Service Hours the time from the commencement of Agreed Service Hours, to when Telefónica Tech responds to the Customer to clarify information received, collect more data related to the problem or with initial corrective action.
“Service Availability”	means the times and periods that Telefónica Tech will make the Services available to the Customer.
“Service Level Agreements”	means the service level arrangements (“KPIs”) set out in paragraph 10.
“Supported Hardware”	means the hardware supported as part of the BTA Services, set out in Section A of the Order Documents.
“Supported Software”	means the software supported as part of the BTA Services, set out in Section B of the Order Documents.

2 Term and Quantity of Service

- 2.1 The Order Documents relevant to the BTA Services consist of a completed order form entitled “*Order Documents – Block Time Agreement.*”. The BTA Services commence on the date specified in the Order Documents.
- 2.2 The Order will be:
- 2.2.1 for the Quantity of Service set out in the Order Documents;
- 2.2.2 for a maximum term of 12 months from the Commencement Date, unless otherwise specified in the Order Documents; and

- 2.2.3 chargeable at the Fees and Reimbursable Expenses set out in the Order Documents.
- 2.3 The relevant Order (and the provision of Services) will expire on the earlier of:
- 2.3.1 the consumption of the Quantity of Service; or
- 2.3.2 the expiry of the term of that Order.
- 2.4 If an Order expires before the Quantity of Services has been fully consumed, any remaining unused Quantity of Service will not be carried forward into any subsequent Order, unless otherwise agreed in writing between the parties.
- 2.5 The Quantity of Service will be available to the Customer to draw down during the term of the Order. Telefónica Tech will inform the Customer in writing when the number of hours remaining for draw down is less than or equal to 10% of the Quantity of Service purchased. If the Quantity of Service is exhausted, the Telefónica Tech Account Manager will inform Customer in writing. If this occurs during an ongoing incident, Telefónica Tech may continue to work on the incident at the sole discretion of the Telefónica Tech Account Manager.
- 2.6 **Place of Service Delivery:** The BTA Services are delivered remotely and, where on-site provision is agreed pursuant to paragraph 3.3, at the address or addresses given in the Order Documents.
- 2.7 **Changes to Services:** Any requirement for a change to the BTA Services or for the provision of additional Services or facilities will be subject to agreement of an additional Order Document under the Agreement.

3 Scope

- 3.1 The BTA Services to be provided by Telefónica Tech will consist of:

BTA Service	Description	Volume
Service On Boarding Activity	<p>Transition of service from either Customer in-house or incumbent supplier to Telefónica Tech.</p> <p>The objective of Service On Boarding Activity is to ensure all infrastructure or services to be supported are accessible, in a supportable state, documented and approved between the Customer and Telefónica Tech.</p>	The number of days set out in the Order Documents, if any.

BTA Service	Description	Volume
Reactive Service Desk	Provision of a service desk interfaced via internet, email and phone. ITIL based implementation of: <ol style="list-style-type: none"> 1. Incident Management 2. Request Fulfilment 3. Application of KPIs set out in paragraph 10. 4. Level 1, 2, and 3 support provided. Level 1: Logging and triage of tickets and triage of tickets. Level 2: Supplier Service Desk Investigation of incidents and fulfilment of service requests relating to supported services. Level 3: Where incident resolution cannot be Achieved by Level 2.	The Quantity of Service

- 3.2 Telefónica Tech will react to calls for support from the Customer to assist the Customer in keeping Supported Hardware and/or Supported Software (as defined in this Service Schedule) in proper working order.
- 3.3 Telefónica Tech will provide support by telephone, e-mail or remote access whenever possible. If an issue cannot be resolved by these means, an on-site visit by Telefónica Tech personnel will be arranged by Telefónica Tech's Service Desk Manager in agreement with the Customer. Site visits will be facilitated at the discretion of Telefónica Tech's Service Desk Manager and may be subject to agreement of additional Fees. Time required to travel to and from the Customer site, together with time spent at the Customer location, will be deducted from the Quantity of Service hours available within the Order.
- 3.4 The BTA Services are subject to fair usage by the Customer.
- 3.5 The Service will be regularly reviewed by Telefónica Tech and should there be any element of the Service that is deemed by Telefónica Tech to be excessively over-used, then Telefónica Tech has the right to amend the Fees for the Service.
- 3.6 Telefónica Tech will notify the Customer of any proposed amendment to the Fees, and give the reason for the required amendment.

4 Customer Obligations

- 4.1 The Customer will at its expense:
- 4.1.1 ensure that there is an adequate support and maintenance agreement in place for Supported Hardware and Supported Software;
 - 4.1.2 ensure that all Supported Hardware should, whenever possible, be covered by a warranty from the manufacturer. If this is not in place, then Telefónica Tech will have no obligation to fix any incidents that occur as a result of a hardware fault;
 - 4.1.3 ensure that all Customer personnel who work on the systems or equipment to which this Order relates are adequately qualified and receive suitable training both to ensure the safety of the Customer's personnel and to safeguard the systems or equipment;
 - 4.1.4 provide Telefónica Tech with an agreed means of remote access to any system that is supported under this Order;
 - 4.1.5 inform Telefónica Tech of any sites with special high security restrictions prior to contract signature and bespoke arrangements will be negotiated for each site;
 - 4.1.6 make available to Telefónica Tech's personnel when working on-site means of telephone communication or re-imburse for the cost of calls not paid for by the Customer;
 - 4.1.7 make available sufficient material, information and assistance to enable Telefónica Tech to replicate a problem for which support has been requested which may include data from the system at the time the problem occurred and other information relating to the circumstances of the problem;
 - 4.1.8 comply with the terms of any license agreement applicable to Supported Software. The Customer will promptly notify Telefónica Tech in writing of any intended changes to the operating system or when they plan to add new software applications;
 - 4.1.9 care for and operate all Supported Hardware in accordance with the manufacturer's instructions and only use it for the purpose for which it was designed;
 - 4.1.10 adhere to any instructions given by Telefónica Tech during training to help minimise misuse of the Services;
 - 4.1.11 notify Telefónica Tech at least 30 days in advance should they wish to move, alter or attach anything to, repair, modify or adjust the Supported Hardware or any part thereof (other than to attach external network or serial devices, monitors, keyboards and mice in accordance with manufacturer's instructions);
 - 4.1.12 notify Telefónica Tech in writing of any intended changes in the location of the Supported Hardware including changes of location within the same site. The provisions of this paragraph do not apply to Equipment in scope of this Order

that is specified by the manufacturer as portable and which is relocated according to the manufacturer's instructions;

- 4.1.13 take all reasonable precautions to protect the health and safety of Telefónica Tech's personnel whilst on the Customer's site and will ensure the presence of an appropriate Customer representative in the vicinity of the Supported Hardware during the service visit;
- 4.1.14 make available and keep in good working order any items of media originally supplied by the manufacturer for support purposes and such consumables as may be reasonably required to perform the Services;
- 4.1.15 be solely responsible for all Supported Software and appropriate data by:
 - 4.1.15.1 making and keeping sufficient and adequate backup copies of their operating systems, application software and data files; and
 - 4.1.15.2 keeping sufficient and adequate backup copies of their operating systems, application software and data files off-site.
- 4.1.16 be responsible for all mechanical and electrical facilities, including ensuring sufficient facilities are in place to provide the appropriate and required level of redundancy;
- 4.1.17 ensure that information and data under its responsibility is properly backed up daily and that arrangements are made for recovery processes to be installed to minimise any potential disruption to its business. The Customer will also ensure that proper measures are in place to enable continuation of services in the event of unexpected disruptive events. These measures should include implementation and pre-testing of formal disaster recovery and business continuity planning within its business.
- 4.2 If, at its discretion, Telefónica Tech should pay for any of the matters set out in paragraph 4.1 on behalf of the Customer, then the Customer shall re-imburse Telefónica Tech those costs in full as Reimbursable Expenses.
- 4.3 Telefónica Tech will not be liable for any claim arising from or in connection with the Customer's failure to back up its data or to implement formal disaster recovery and business continuity measures.

5 Fees and Reimbursable Expenses

- 5.1 The Fees will be paid in full in advance of the commencement of the BTA Services described in the Order Documents. The Fees are non-cancellable and non-refundable.
- 5.2 In cases where the Quantity of Services have been exhausted or the term of the Order has expired, Telefónica Tech can provide the Customer with the option of agreeing further Orders. Telefónica Tech reserves the right to adjust the pricing for such further Orders.
- 5.3 In addition to the Fees, the Customer will pay Telefónica Tech Reimbursable Expenses. Telefónica Tech will be entitled to invoice for those Reimbursable Expenses at the end of each calendar month in which those expenses were incurred.

- 5.4 If this Order terminates for any cause, Telefónica Tech will continue to be paid up to the effective date of termination for any Fees and Reimbursable Expenses due up to that date. The Customer is not entitled to a refund of Fees or Reimbursable Expenses paid or payable on the termination date.
- 5.5 Telefónica Tech may, at the Customer's request, supervise the decommissioning and reinstallation of Supported Hardware, subject to payment of Telefónica Tech's reasonable expenses. Telefónica Tech may not be able to provide the Services if Supported Hardware is relocated without the advance written notification to Telefónica Tech.
- 5.6 All out of scope support requests not covered by the Fees must be agreed in advance with the Account Manager and will only be provided by Telefónica Tech if a technical resource is available. Any additional charges payable by the Customer will be paid on a time and materials basis on the rate card set out in the Order Documents.

6 Remedies

- 6.1 If any defective performance of the BTA Services occurs, Telefónica Tech will use its reasonable endeavours to promptly restore the BTA Services to a good operating condition. This will be the Customer's sole and exclusive remedy for any defects in performance of the BTA Services.

7 Security

- 7.1 If the Customer operates formal security policies, it will notify Telefónica Tech in writing of such policies. Subject to payment of additional charges by the Customer on a time and materials basis, Telefónica Tech will procure that its employees are made aware of and comply with such policies in all material respects. The Customer will provide Telefónica Tech with up-to-date information on its security policies and will keep Telefónica Tech informed about any material changes to these policies on an ongoing basis.
- 7.2 The Customer will promptly inform Telefónica Tech if it suspects or uncovers any breach of security and will use all commercially reasonable endeavours to promptly remedy such breach.
- 7.3 Where requested and authorised by the Customer and subject to payment of additional charges by the Customer on a time and materials basis, Telefónica Tech agrees to utilise an appropriate secure communications technology (selected by Telefónica Tech at its sole discretion) in the electronic transmission of data to protect private customer information from access by unauthorised users.

8 Supported Hardware

- 8.1 This paragraph 8 will apply to any Supported Hardware listed in the Order Documents.
- 8.2 When Supported Hardware is deemed by Telefónica Tech to be defective or faulty, Telefónica Tech will use its reasonable endeavours to provide information to the Customer to assist in procuring the most appropriate repair or replacement of the Supported Hardware.

- 8.3 Supported Hardware will only be supported if there is a back-to-back arrangement with a specialist hardware support provider or active manufacturer warranty.
- 8.4 This Order does not oblige Telefónica Tech to install firmware updates or operating system patches on a scheduled basis.
- 8.5 Telefónica Tech will, if required, monitor the repair or replacement process of Supported Hardware and will liaise with the hardware support provider to ensure that the repair or replacement is carried out as quickly as possible. Telefónica Tech is not responsible for the scheduling of, or time taken to complete repair or replacement activity as part of the BTA Services. Incident tickets will be placed in a paused state once Telefónica Tech has notified the manufacturer or specialist hardware support provider of the error.
- 8.6 Where hardware support is provided by a third party, and there is a delay in responding to a hardware fault by the third party, the KPI will not be applicable.
- 8.7 Telefónica Tech may lease to the Customer suitable equipment during the time the Supported Hardware is being repaired or replaced on terms to be agreed and subject to payment by the Customer of additional fees.
- 8.8 If, in the opinion of Telefónica Tech, a particular item of Supported Hardware is not functioning correctly due to wear and tear or deterioration, Telefónica Tech will advise the Customer that the item needs to be replaced. If the Customer does not replace the malfunctioning item, Telefónica Tech may withdraw the BTA Services related to the Supported Hardware. This will not result in the reduction of the Quantity of Service, nor the Fees paid or payable.
- 8.9 Exclusions: The Customer acknowledges and agrees that hardware support will not include any of the following:
- 8.9.1 replacement of consumables;
 - 8.9.2 cleaning of Supported Hardware;
 - 8.9.3 any electrical work;
 - 8.9.4 Work that could or should be carried out under the terms of a warranty or agreement with a third party; or
 - 8.9.5 Management of and provision of required mechanical and electrical equipment where Infrastructure is hosted on Customer premises.
- 8.10 The Customer acknowledges and agrees that Telefónica Tech will not accept responsibility for problems caused by any of the following circumstances:
- 8.10.1 damage caused by fire, flood, and lightening or abnormal fluctuations in mains power supply or unforeseen natural accident outside our control;
 - 8.10.2 damage caused by Customer failure to take reasonable care of Customer system and use it in a proper manner;
 - 8.10.3 damage caused by attempts to modify, repair or relocate a system by the Customer or a third party;
 - 8.10.4 damage caused by use of consumables not recommended by the equipment manufacturer; or

8.10.5 a failure to comply with the Customer Obligations in the Agreement.

9 Supported Software

- 9.1 This paragraph 9 will apply to any Supported Software listed in the Order Documents.
- 9.2 Supported Software will only be supported if there is a back-to-back arrangement with a specialist software support provider or the software vendor.
- 9.3 Support is only available on Supported Software which is installed on a system platform which has been approved by Telefónica Tech prior to the Order coming into force.
- 9.4 While resolving a ticket, Telefónica Tech may provide the Customer with a temporary work-around, to enable the Customer to keep working (albeit with possibly reduced functionality). In such cases, the Customer's ticket may be reclassified as non-urgent. Telefónica Tech will use reasonable endeavours to find a permanent solution.
- 9.5 Support for third party Supported Software will be dependent upon the assistance of the third-party supplier of that software.
- 9.6 Telefónica Tech will use reasonable efforts to deal with software problems that are caused by third party Supported Software, which may include configuration changes as per the software vendor's instructions or application of recommended workarounds as shared within knowledge base articles and forums hosted by vendors, but excludes software code changes, resolution of software bugs or remediation of inherent limitations in the Supported Software. Telefónica Tech cannot guarantee to solve problems arising from third party Supported Software. The Customer acknowledges and agrees that it will be solely liable for any additional third-party software costs which may arise from the resolution of problems arising from third party Supported Software.
- 9.7 This Order does not oblige Telefónica Tech to install, configure, reinstall or reconfigure any Supported Software or reinstate or reload any data from data backups or to maintain software versions in line with vendor support requirements.
- 9.8 The Customer acknowledges and agrees that diagnosis and support may result in the corruption or erasure of software or data and the Customer will ensure that careful, current, verified backups of software and data are taken using a rotation method and regularly replaced media. The Customer will maintain up-to-date backup and ensure appropriate backups are available before any support activity is conducted that carries a risk of data corruption or data loss. Telefónica Tech is not responsible for verification of the Customer's backup data.
- 9.9 Telefónica Tech does not provide a data recovery service under this Order. Telefónica Tech may be able to undertake data recovery services or subcontract them to a third party under a separate Order, subject to agreement of scope and payment of additional fees. Telefónica Tech cannot guarantee the future integrity of data that has been recovered as further discrepancies may come to light later outside of a reasonable restore period. Failure to restore data from a backup may ultimately deem the Customer's system unsupported.
- 9.10 Support is only available to Customer staff that have been trained to use the Supported Software. Telefónica Tech reserves the right to withdraw support to staff that have not been trained. Appropriate training suggestions will be made should this situation arise.

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- 9.11 The Customer acknowledges and agrees that the following are not covered by this Order:
- 9.11.1 Software not listed in the Order Documents;
 - 9.11.2 changes that have been made without adhering to the agreed change control procedure;
 - 9.11.3 faults caused by using the Supported Software or relevant hardware outside design specifications laid out in any documentation or manual relating to the software or hardware issued by Telefónica Tech or the relevant third-party software supplier;
 - 9.11.4 diagnosis and/or rectification of problems not associated with the Supported Software;
 - 9.11.5 any failure of data integrity after the manipulation of data other than via the main application programs; or
 - 9.11.6 document and report design and amendment.
- 9.12 Where the Supported Software is dependent for its operation on other software, or on specific hardware, Telefónica Tech may decline to provide software support unless:
- 9.12.1 the Customer has a maintenance or support agreement with Telefónica Tech in respect of that Supported Software; or
 - 9.12.2 the Customer has a maintenance or support agreement with a third party in respect of that Supported Software the terms and provider of which Telefónica Tech has approved.

10 KPIs

- 10.1 The Agreed Service Hours will be as follows. KPIs will be measured during the Agreed Service Hours:
- 10.1.1 0800 hrs until 18:00 hrs Monday to Friday excluding public holidays which will mean, in the context of this Order, the public holidays in the Republic of Ireland, Northern Ireland or London (depending on where the Supported Software and Supported Hardware is located);
 - 10.1.2 24/7 Service Availability is not included under the provisions of this Order;
- 10.2 The KPI calculation excludes any downtime incurred during an agreed maintenance window.
- 10.3 The tables at paragraphs 10.4 and 10.6 outline the target KPIs and KPIs. Telefónica Tech will use its reasonable endeavours to achieve in response to incidents reported by the Customer. While Telefónica Tech aims to respond within the appropriate target response times outlined below, the Customer acknowledges and agrees that Telefónica Tech may not be able to do so, that the target response times are intended to be targets and that some errors may not be capable of rectification.

10.4 Standard Ticket KPIs - Table

Priority	Target Response KPI
P1	2 Agreed Service Hours
P2	2 Agreed Service Hours
P3	4 Agreed Service Hours
P4	10 Agreed Service Hours

- 10.5 A Response is measured from the time that the Customer logs a ticket with the appropriate information to triage the incident. Telefónica Tech will be deemed to have responded when an engineer has begun investigation of an incident, where the ticket is placed into the “Assigned” status.

Example: Where a P3 Incident is raised at 17:00 on Monday, the target response will be for the incident to be assigned and investigation to begin by Tuesday at 12:00.

10.6 Service Desk – Time to Answer Calls

Service	Target KPI
Time to Answer Calls Percentage of calls answered within 30 seconds in a calendar month	90%

11 Exit Plan

- 11.1 Upon termination of an Order, Telefónica Tech will immediately remove all data connections and remote access facilities as part of the Exit Plan.