

SCHEDULE 1 – SPECIAL TERMS FOR MNO (O2)

1. Airtime Supply

- 1.1 The Customer is not permitted to enter into a subsequent agreement with another MNO or reseller of airtime provision relating to the connections that are the subject of the O2 Contract until the termination of the O2 Contract.
- 1.2 In the event that the Customer terminates the O2 Contract prior to the end of its contractual term, or the Customer uses any other company or organisation other than Maintel to port, upgrade, re-sign, migrate or make new connections during the period of the O2 Contract, the Customer will be liable for the loss of any commission that Maintel would have accrued during the remaining part of the term of the O2 Contract had it not been terminated prematurely.
- 1.3 In the event that a “bolt on” tariff forms part of the O2 Contract, this will be subject to the standard term of the O2 Contract and the Customer will be responsible for any charges by the PMNO incurred by terminating any “bolt on” tariffs mid-term and for any lost commission of Maintel for the remainder of the contracted term.

2. Mobile Hardware Fund

- 2.1 Maintel will provide the Customer with the mobile hardware fund set out in Order Form which, unless otherwise stated, is credited in tranches as detailed on an Order, during the Initial Term. This mobile hardware fund will be credited by Maintel 90 days after Full Service Date for the first tranche. Any subsequent tranches shall be annually credited in the month following the anniversary of the Full Service Date (the “**Mobile Hardware Fund**”); unless such is otherwise agreed on an Order.
- 2.2 The Customer can elect to (a) use the Mobile Hardware Fund to purchase hardware; or (b) redeem the Mobile Hardware Fund on submission of an invoice in which case the payment relating to the first Year and subsequent Years can be invoiced from the date which is 30 days after each respective amount becomes due.
- 2.3 The Mobile Hardware Fund shall be allocated over the Initial Term at the rate detailed in the Order, save that such allocation shall not preclude the Customer from redeeming funds in advance, as set out above. Where the Customer has elected to redeem the Mobile Hardware Fund (or any portion thereof, in accordance with the above) in advance, should the Contract terminate, for any reason, the Customer hereby undertakes that on such termination they shall refund any portion of the Mobile Hardware Fund taken in advance on a pro-rata basis. Upon expiry or termination of this Contract or where 80% of the Customer mobile estate has transitioned away; the Customer shall formally notify Maintel via hard copy letter within 30 calendar days to request the remaining Hardware Fund. In the event no written communication has been received during this time, Maintel shall remove all rights and obligations it has to provide and the Customer shall no longer have entitlement to the Hardware Fund.
- 2.4 In the event the Parties renew the contract (such shall be indicated on the Order Form). The Customer shall formally notify Maintel via hard copy letter within 90 calendar days to request the remaining Hardware Fund or the Parties may agree for any such remaining Hardware Fund to be utilised within the renewal commercials. In the event no written communication has been received and/or no agreement reached between the Parties to utilise the Hardware Fund, during the above 90 day period, Maintel shall remove all rights and obligations it has to provide and the Customer shall no longer have entitlement to the Hardware Fund.

SCHEDULE 1, ANNEX 1

O2 CONTRACT

Subject to O2's acceptance of the Customer's application for Services, including but not limited to credit rating verification the parties have agreed that the provision of the Services will be governed by the terms and conditions of this Agreement.

This Agreement consists of the applicable terms and applicable Service Schedules and Order Form which are dependent upon the Services ordered from O2, such terms are available upon request or at <http://www.o2.co.uk/termsandconditions/business/standard-terms-and-conditions-business>

The following summarises some of the key contractual provisions for business customers under O2's Contract.

1 Charges

- You must pay charges for your calls and monthly subscription every month by the date on your bill. O2 may charge interest on overdue charges.
- O2 may require you to pay a deposit.
- Your monthly subscription charges will be subject to an increase or decrease by the RPI rate. Further details are in paragraphs 5 and 13 of the O2 Contract (see link above).
- O2 may increase or decrease their other prices from time to time.

2 Minimum Contract Term (excludes certain SIM only)

A Minimum Period applies in respect of the length of time each SIM Card remains connected. You are free to cancel the contract at any time on 30 days' notice, however, if cancellation takes effect during the Minimum Period, you will be liable to pay the Termination Fee calculated in accordance with O2's Contract.

3 Use of Service

Service is not available everywhere in the UK. All services are subject to network coverage. Service is not fault free and may be impaired by atmospheric, geographic or other conditions. Details are in paragraph 4 of the O2 Contract.

4 Your Responsibilities – O2 may terminate your contract if you:

- Fail to pay any of the charges due.
- If O2 have reasonable cause to believe the service is being used fraudulently, in a manner which damages O2's reputation, in connection with a criminal offence or to cause annoyance.
- Are subject of a bankruptcy order, become insolvent or go into liquidation.