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## SERVICE SCHEDULE – MODA FROM ASAVIE TECHNOLOGIES

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### 1 DEFINITIONS AND INTERPRETATION

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

TERM / EXPRESSION	MEANING
“Administrator”	means a designated Customer contact who is responsible for managing the Service on behalf of the Customer;
“Aggressive Signaling”	means where a Device is repeatedly attempting to contact an APN service on the O2 mobile data network for which its SIM has not provisioned, and thereby generating excessive traffic to the detriment of other users;
“Asavie”	means Asavie Technologies Limited;
“APN”	means the Access Point Name service provided by O2 to Asavie which enables Devices to connect to the Service over the O2 3G/4G mobile data network;
“Device”	means any device (mobile or fixed) that uses a SIM, with a configurable APN, as part of its communication protocols, as outlined in Appendix 2;
“End User”	means an employee of the Customer that has been designated to be within scope of the Service;
“EULA”	means the Asavie End User License Agreement terms of use for the Service, as set out in Appendix 4;
“Exclusion”	means a specific element or service of a Device or the O2 network that is considered to be “out of scope” or rendered non-operational due to the implementation of the Service;
“L0 Triage”	means the initial evaluation and identification of a potential issue with the service;
“MODA Trial Proposal”	means the document that outlines the primary Customer contact information and the criteria by which a successful Trial will be judged;
“Service”	means the Asavie MODA service, as described in Appendix 1, which includes the Software;
“Service Commencement Date”	means the date from which the Customer receives the chargeable Service;
“Software”	means the software which is part of the Service, and is described in Appendix 1;
“Support Handbook”	means a document that is supplied to the Customer which outlines key processes with regards to the support offered as part of the Service;
“Trial”	means an initial period of 30 days during which the Customer will receive the Service free of charge for a specified number of End Users in order to assess the Service.

### 2 MOBILE SERVICE

2.1 This Service is a “Mobile Service” and the Mobile Terms will apply to this Service.

### 3 CUSTOMER DEPENDENCIES

3.1 The Customer acknowledges and agrees that the provision of the Service is subject to the Customer:

- 3.2 complying at all times with the provisions of this Agreement;
- 3.3 complying at all times with the provisions of the EULA, which the Administrator shall accept before using the Service;
- 3.4 paying the Charges in accordance with the Commercial Schedule;
- 3.5 having in place the necessary technical requirements, systems, capacities and facilities as set out in Appendix 2 or advised by O2 from time to time. O2 shall not be required to supply the Service if the Customer does not have such requirements, systems, capacities and/or facilities; and
- 3.6 ensuring that the SIM card has been provisioned and the Device APN has been configured in accordance with Appendix 2.
- 3.7 The Customer can undertake a 30 day Trial prior to the deployment of the Service in accordance with the provisions of Appendix 2. Prior to completion of the Trial, the Customer shall notify O2 in writing whether or not it wishes to proceed to full Service deployment. If the Customer wishes to proceed, the Service shall be fully deployed in accordance with this Agreement and the Customer shall pay the Charges for the Service as set out in the Commercial Schedule from the Service Commencement Date. If the Customer does not wish to proceed to full Service deployment the Customer shall, at the end of the Trial period, immediately cease using the Service unless agreed otherwise in writing.

#### **4 EXCLUSIONS**

- 4.1 Apple iPhone devices require multiple APN's to ensure background services such as Visual Voicemail (VVM) and Multimedia Messages (MMS) can operate and so must continue to be enabled along with the MODA Service APN. Data passing through these other APNs or through non-3G/4G network connections (such as Bluetooth) are outside the control of the MODA Service. Neither O2 nor Asavie will be liable for any data usage through these APN's. Incorrect implementation of an APN on the O2 network may result in termination of the Service.

#### **5 CHARGES**

- 5.1 The Charges for the Service are set out in the Commercial Schedule.

## **6 SERVICE SUPPORT**

- 6.1 Support for the Service shall be performed in accordance with Appendix 3. Support is offered on a helpdesk-to-helpdesk basis, with the Customer expected to manage L0 Triage prior to escalation to either Asavie or O2.

## **7 DOCUMENTATION**

- 7.1 In respect of any documentation supplied to the Customer relating to the Service, the Devices or the Software, the Customer shall have the right to copy, reproduce and generally use this documentation for the purposes of using the Services, the Devices (if any) and the Software (if any) but the Customer shall not be entitled to copy, reproduce or use the documentation for any other reason or for disclosure to any third parties.

## APPENDIX ONE SERVICE OVERVIEW

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The Service MODA™ (“MODA”), is a cloud-based data connectivity management tool developed and managed by Asavie Technologies™ (“Asavie”). MODA enables direct management of mobile data and internet service access.

The Service requires:

1. An individual SIM being provisioned with the appropriate APN;
2. The inputting of an appropriate APN on the Device; and
3. Registering of individual SIMs within the MODA system.

Some Devices require multiple APN's for services to operate effectively. Any data transfer utilising APN's other than those listed within Appendix 2 will not be subject to the policies implemented through the Service and are an Exclusion.

Neither, O2 or Asavie will be liable for any data overage charges that occur due to any of the above requirements being incorrectly implemented or data being carried on a non-MODA APN.

The key features of MODA are:

- 1) Enterprise secure self-management – the Customer can access a secure web based tool to manage each Device profile within their enterprise that is registered to the Service;
- 2) Usage statistics through the web portal;
- 3) Flexible ‘Department’ Functions – Devices can be managed individually or as a group / department;
- 4) Flexible Control Points – controls can be implemented for all mobile data communication using an internet policy engine that can be configured with different rules for each department. The controls can also support different rules when the Device roams to a different mobile network;
- 5) Support of any mobile data network which can support the Asavie APN;
- 6) Real Time – changes to controls are implemented immediately; and
- 7) Business Intelligence – solution includes granular insights into how the mobile data is being used, assisting tariff adjustment for users / user groups.

MODA™ online portal is distinguished into 2 parts:

1. Configuration Module of the online portal allows the Customer to define controls around data, groups, zones and policies.
2. Reporting Module of the online portal allows the Customer to provide live reports, historical reports, filters, navigation between reports and extracts of reports.

## APPENDIX TWO SERVICE TECHNICAL REQUIREMENTS

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### 1 DEVICE COMPATIBILITY

The Service is provisioned to a SIM and can be enabled on any Device with a configurable APN, including, but not limited to:

- Mobile phones and tablets
- Laptops
- Mobile hotspot devices
- USB modems
- Routers

Operating Systems include:

- Apple iOS
- Android
- Microsoft Windows

**EXCLUSION:** Apple iPhone devices require multiple APN's to ensure background services such as Visual Voicemail (VVM) and Multimedia Messages (MMS) can operate and so must continue to be enabled along with the MODA Service APN. Data passing through these other APNs or through non-3G/4G network connections (such as Bluetooth) are outside the control of the MODA Service.

### 2 SERVICE TRIAL AND IMPLEMENTATION

Prior to implementation of the Service the Customer will first undertake a Trial of the Service with O2.

The Customer shall:

- 1) Support the Trial and implementation of the Service;
- 2) Identify an Administrator and identify the End Users and Devices and notify O2 with a list of Customer numbers to be provisioned for the Service;
- 3) Modify the selected Device(s) APNs either manually or through the Customer's Mobile Device Management solution, if available; and
- 4) Ensure any applications requiring pre-existing APNs configured in the Devices are not rendered inoperable by enabling the MODA APN setting on the Device.

O2 shall:

- 1) Support the Trial and implementation of the Service;
- 2) Provide Asavie with a list of Customer mobile numbers, End User names and Device types; and
- 3) Upon instruction by the Customer as per section 2 above, re-provision existing O2 SIMs with the required MODA APN.

Asavie shall:

- 1) Support the Trial and implementation of the Service;
- 2) Configure and create a Customer account for use by the Customer's MODA Administrator;
- 3) Provide the Customer with a secure username and password to access the Service; and
- 4) Configure the Customer's Service with the specified user phone numbers as instructed in section 3 above.

The Customer acknowledges and agrees that in order to deploy the Service a SIM card must be provisioned and a Device APN must be changed as noted below:

Settings required are:

- a) APN Name: MODA (if required, can be any name you prefer)
- b) APN URL: vpn.amylan.co.uk (if SIM is on a 3G tariff)
- c) APN URL: vpn.amylan (if SIM is on a 4G tariff)
- d) Username: iosmoda2
- e) Password: iosmoda2

The Customer acknowledges and agrees that upon completion of a successful Trial, as defined and agreed within the 'MODA Trial Proposal' document, it shall:

- 1) Receive continued access to the Service for those End-Users involved in the Trial until the Service is implemented.
- 2) Ensure that all End-Users who will be registered on the Service are made aware of the scope of the Service and the policies to which they will be added.

Provision of support for the Service during the Trial phase will be on a reasonable endeavours basis only. The Support provisions detailed in Appendix 3 will apply once implementation of the Service has been completed and the initial Devices have been connected to the MODA Service for 48 hours.

In the event that the Customer changes their billing date with O2, the Customer shall inform Asavie (via the support methods listed out below) of said change. Failure to do so may result in inaccurate billing which the Customer will be responsible for, due to the billing periods not synchronizing in O2 and Asavie systems.

## APPENDIX THREE SUPPORT SCHEDULE

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### **O2 ENTERPRISE SUPPORT DESK – network and connectivity issues**

O2 is responsible for support in relation to Device and network connectivity only.

All support requests in relation to MODA must be directed to the Asavie customer service team.

In the event of a connectivity issue, the Customer agrees for Asavie to be added to the Customer O2 profile allowing Asavie to interface directly with the O2 helpdesk for queries related the operation of the MODA Service only. Asavie shall not make fundamental changes to the Service including, but not limited to, ordering of new Services or Devices on behalf of the Customer, changes to any network tariff or alterations to any billing information.

### **ASAVIE CUSTOMER SERVICE**

The information below outlines Asavie support team availability during and out of business hours.

Asavie support is offered on a helpdesk-to-helpdesk basis and the Customer must ensure their helpdesk is trained so that they are able to offer L0 Triage on all queries as set out within the Support Handbook.

All times below are in Greenwich Mean Time (GMT) and British Summer Time (BST) when in effect. Note GMT is used below to refer to both. Business Hours Support.

Incidents: **P1-P4**

Periods: Monday to Friday: 09:00 to 18:00

Contact: Telephone: 0845 468 0668 / +353 1 6763585

E-mail: [support@asavie.com](mailto:support@asavie.com)

#### **2.1 Out of Hours Logging of Critical Incidents - P1 Only**

For out of hours urgent (P1) issue reporting the Customer should contact the out of hours helpdesk by telephone, using the detailed provided below.

The caller will be asked to provide the following information:

- Company name
- Contact name
- Contact phone number
- Contact email address
- Brief description of the problem with the current impact to services
- What is the priority or criticality level of this issue

The caller will then be contacted by a Service Engineer who will take further details on the issue and commence work on restoration of the Service.

### **Out of Hours Helpdesk**

Incidents:      **P1 only**

Periods:      Monday-Friday 18:00-09:00  
                 Saturday & Sunday  
                 Public Holidays

Contact:      Telephone +353 1 5250600 <For critical P1 issues do not email>

### **2.2 Out of Hours Logging of Non-Critical Incidents – P2, P3 and P4**

For out of hours non-urgent (P2/P3/P4) issue reporting the Customer should contact the Asavie support desk via email, using the details provided below.

In order to ensure an efficient response please contact the Asavie helpdesk by email including the following information:

- Company name
- Contact name
- Contact phone number
- Contact email address
- Brief description of the problem
- Priority level of the issue

Incidents:      **P2, P3 and P4**

Periods:      Monday-Friday 2200-0900  
                 Saturday & Sunday  
                 Public Holidays

Contact:      E-mail support at [support@asavie.com](mailto:support@asavie.com)

The helpdesk team will respond during the next business day.

### **Asavie Event Severity Levels**

Priority Levels	Definition
P1	CRITICAL DEFECT – Defined as the entire Asavie MODA service being unusable, causing immediate and significant business impact affecting ALL users. Not applicable to single user issues or subsets.
P2	MAJOR DEFECT - A significant, but not immediately critical, part of the Asavie MODA Service is unusable, creating some business impact and affecting multiple users, (e.g. >10%). No single user issues.
P3	MINOR DEFECT - Disruption of a single element of the Asavie MODA product, e.g. single user issue
P4	NON SERVICE AFFECTING DEFECT - Non-urgent or cosmetic problems for the Asavie MODA Service, queries, causing inconvenience only.



## APPENDIX FOUR END USER LICENCE AGREEMENT

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The EULA for MODA is available at <http://modasupport.asavie.com/service-support/>. Please check online for the latest version of the EULA.

The Administrator is required to accept the EULA online before utilising the Service online portal for the first time.

The Administrator, by accepting the EULA, accepts the terms and conditions outlined within the EULA on behalf of the Customer and all End Users associated to MODA through the online portal.