

BT Master Services Agreement

BT Mobility Sourcing – Annex to the General Services Schedule

BT MSA Reference No. **_**** _****

1 Definitions

The following definitions apply, in addition to those in the General Terms and Conditions and the General Services Schedule of the MSA.

“**Country**” means a country where the Service will be provided to the Customer as detailed on the Order.

“**MNO**” means any licensed Mobile Network Operator that the Customer has a contract with for provision of mobile phone services.

“**Baseline**” means the state of the Customer’s commercial and contractual environment

“**RFP**” means Request for Proposal sent to a Mobile Network Operator(s).

“**LOA**” means Letter of Authority, sent to the Mobile Network Operator by the Customer in each Country which gives BT the right to view Customer data.

“**Live Meeting**” means BT’s web conferencing service

“**E Auctions**” means a buying strategy BT may use for spend management as part of the delivery of Managed Sourcing.

2 Service Overview

BT Mobility Sourcing (“the Service”) delivers consultancy based packages to the Customer in support of the Customer’s Mobile Network Operator (MNO) procurement and contracting activities. BT will work with the Customer to deliver a Baseline mobility usage profile for each Country.

BT will then either provide consultancy services to the Customer where it has run its own mobility RFP (“Procurement Support”) to analyse the MNO offers against the Baseline in each Country or conduct the mobility sourcing process on behalf of the Customer (“Managed Sourcing”).

The Service comprises:

2.1 Current State Analysis

BT will create a representative months worth of mobility airtime usage, based on the most recent three (3) months worth of consecutive usage data for each MNO Contract, in each Country which requires a Baseline.

In order for BT to view the data needed to produce the Baseline, the Customer (as the contracting party with the MNO), is obligated to sign the LOA and send it to the MNO within each Country, also passing a copy to BT.

2.1.1 Baseline approval

BT will review the Baseline with the project sponsor in each country. The project sponsor will approve the Baseline in writing.

The approved Baseline will be valid for six (6) months and will be used throughout the project, regardless of any changes to the Customer’s mobility environment. If the project takes longer than six (6) months, BT reserves the right to create a new baseline, at the Customer’s expense.

All MNO proposals that are received will be modelled against this Baseline, and any projected savings presented to the Customer will be based on the initial Baseline.

2.2 Procurement Support

If the Customer has issued its own RFP(s) to procure mobility services it must provide the responses to BT. BT will then adjudicate the RFP responses and model the commercial (rates) and contractual (terms) against the Baseline. BT will present its findings to the Customer with recommendations of where specific rates and terms can be improved. BT will model up to two RFP responses and commercial offers against the Baseline. Other responses can be modelled at additional cost.

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2.3 Managed Sourcing

2.3.1 Phase 1 - Strategy Development Session

BT will host a strategy development session with the Customer's project lead, and the project sponsor in each country using Livemeeting. This phase will allow BT to gather specific requirements that need to be included in the RFP. BT will be looking into areas such as specific contracting principles that the MNO needs to adhere to per Country, or per business unit.

2.3.2 Phase 2 – MNO Planning

Where required, BT may hold Livemeeting planning sessions with the MNO's receiving the RFP, to discuss the Customer's requirements in more detail, making sure that each MNO has an overview of the Customer's specific requirements.

2.3.3 Phase 3 –RFP Process

BT will create an RFP based on its industry expertise, the review of the Customer's Baseline, and feedback from the strategy development session for the Customer's review and approval

The Customer will issue the RFP to the MNO's, gather the responses and pass them to BT. In certain circumstances within the USA and Canada the RFP may be issued by a third party working in partnership with BT.

2.3.4 Phase 4 –RFP Negotiations

BT will

- analyse the responses and compare the proposals to the Baseline
- prepare a report showing compliance/non-compliance of the proposals with the RFP requirements, and weighted averages.
- prepare a summary of results and recommendations for next steps
- make use of the Sourcing strategy session output and the analysis of the initial RFP responses to lead negotiations with the main MNOs. BT may invite the Customer's project lead for the Country to be part of the negotiation team.

Such negotiations may include multiple rounds of communications with the MNO's via conference calls and Livemeeting. Throughout each round of negotiation, BT will update the Customer.

Where appropriate, BT will hold E Auctions with the MNOs. E Auctions are only available in certain geographies which will be discussed and agreed with the Customer during the Sourcing strategy sessions.

2.3.5 Phase 5 –RFP Conclusions

BT will make its recommendation to the Customer based on the output of the E Auction and the RFP response analysis negotiations. On completion of the negotiations, BT will provide the Customer with an initial set of MNO terms and conditions and rates that the selected MNOs have agreed to. The Customer will then conduct its own legal review and execute the contract directly with the MNO(s).

2.4 Contract Administration

BT will perform MNO Contract inventory reviews and present its findings to the Customer showing where, if applicable, the MNO is not meeting its contract obligations, and identifying opportunities to improve contract terms. Every quarter BT will provide a dashboard update showing MNO deliverables versus MNO contractual commitments. BT will also provide once per year an assessment of industry trends and emerging opportunities, as they apply to the Customer's current estate and the mobility market at the time. Benchmarking and strategy discussions will also take place on an annual basis.

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3 Service Delivery

The time-scales and Country order for Mobility Sourcing delivery will be set out in a detailed project plan that BT and the Customer will agree after the Order is placed.

3 BT Service Management Boundary (SMB)

- 3.1 BT's involvement in the Current State Analysis package will end when the Baseline has been approved in writing by the Customer.
- 3.2 BT's involvement in the sourcing process for Procurement Support and Managed Sourcing will end once the final round of negotiations has concluded. It will be the Customers responsibility to sign the MNO Contract.
- 3.3 BT's responsibilities within the Contract Administration package will be performed at set periods as specified in the Order.

4 BT's Responsibilities

4.1 Due Diligence

BT will perform a due diligence exercise to establish the 'as is' position with the Customer's existing MNO contracts for each Country. The Parties must raise any issues or concerns that may affect the due diligence exercise in any Country during the first four (4) weeks allocated to that Country. At the end of the four (4) week period BT and the Customer will agree a target date for completion of due diligence, if not already complete, and a target date for the Sourcing project to be complete.

4.2 BT will, for all Global Mobility Sourcing Options

- Assign a Project Manager
- Produce a project plan
- Send an LOA template to the Customer's project lead in each country
- Communicate in English

4.3 In addition to those responsibilities already detailed for Procurement Support, BT will

- Host a Livemeeting with the Customer to present details and enable it to understand the analysis against the Baseline.
- Give advice and guidance as to where maximum return can be made on the RFP responses

5 The Customer's Responsibilities.

5.1 The Customer will provide all the input data requested by BT required to deliver the Service. BT will not contact MNO's or third parties to obtain such data. For each MNO the Customer will provide

- (a) a signed copy of the LOA on the Customer's company headed paper that has been sent to the MNO. BT cannot start due diligence in a Country until each letter is received for every MNO contract associated with that Country;
- (b) an electronic copy of its contract with the MNO;
- (c) names of current supplier(s), contract start & end date, any penalties/cessation fee, contract length, total number of connections.
- (d) any passwords that may be required by the MNO;
- (e) copies of the three (3) most recent consecutive invoices, including passwords for CD invoices, url, username and password for web based invoices;
- (f) Invoices for the same three month period, for all MNO's;
- (g) contact details including name, email address and contact number; and

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- (h) promptly inform BT of any changes to its MNO contracts
 - (i) Assign a project sponsor who will be the single point of contact both during the implementation process and for the duration of the Service
 - (j) Assign a project lead in each Country and communicate the nature of the Mobility Sourcing project to this lead person, ensure they have the capacity to deliver against the project requirements in this Country
 - (k) Communicate in English
 - (l) Agree the commercial and contractual Baseline within five business days
 - (m) Agree that the Baseline figure produced will be the figure used for all further options where commercial pricing is to be analysed, regardless of changes to the Customer's mobility environment through the RFP period. BT will retain the right to assess this Baseline should a major event occur within the Customer's business such as divestiture.
- 5.2 In addition for Procurement Support, the Customer will
- (a) Issue the RFP to the Mobile Network Operators
 - (b) Receive the RFP responses from the Mobile Network Operators and pass to BT
 - (c) Make the final Mobile Network Operator selection based on input from BT
- 5.3 In addition for Managed Sourcing, the Customer will sign the Mobile Network Operator Contract directly
- 5.4 In addition for Contract Administration, the Customer will Track its Mobile Network Operator contract(s) and agree with BT at what point BT's Professional Services will be required.
- 5.5 The Customer acknowledges that BT will no longer provide Contract Administration beyond the date that the Service is terminated, irrespective of the MNO contract term.

6 Charges and Payment Terms

The charges for Global Mobility Sourcing will comprise some or all of the following components, depending on the option selected on the Order:

Product	One-time Charge	Recurring Charge	Notes
Current State Analysis	Yes	N/A	Per Baseline
Procurement Support	Yes	N/A	Per Baseline, 2 RFPs analysed against Baseline (per country)
Managed Sourcing	Yes	N/A	Per Country
Contract Administration	Yes	N/A	It is the Customers responsibility to let BT know when the consultancy service is required. X number of days will be paid for

- 6.1 The Charges for Current State Analysis, Procurement Support and Managed Sourcing will be invoiced after the outcome presentations have occurred.
- 6.2 The Charges for Contract Administration will be invoiced when the Customer has signed the Order.

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6.3 If the Customer requires changes or additions to any of the services it orders, then any changes must be requested in writing. The Customer must submit new Orders for any changes that BT agrees to make.

7 Service Levels

There are no Service Levels associated with this Service