



1. About these Service Terms (the "Schedule")

- 1.1. This Schedule is made under the Agreement between Vodafone and the Customer (as identified in the Site Order Form).
- 1.2. This Schedule, together with Agreement and Site Order Form(s) comprise the agreement between Vodafone and the Customer in relation to the Coverage Service.
- 1.3. Where capitalised terms are used in this Schedule then those terms shall have the meanings set out in the Agreement unless they are otherwise defined in this Schedule.
- 1.4. Terms in the main body of this Schedule shall apply to all Coverage Services. Certain Coverage Services have terms which apply only to those services which are in addition to or which replace the terms in the main body of this Schedule. Such Coverage Service-specific terms are set out in Appendix 2 of this Schedule and shall take precedence over the main body of this Schedule in resolving any conflict or ambiguity.

2. Commencement and Duration

- 2.1. Vodafone shall commence providing the Coverage Service on the Premises at the date on which Vodafone has completed its feasibility tests to its reasonable satisfaction (or such other date as may be agreed between the Parties either in the Site Order Form(s) or subsequently thereto) ("**Commencement Date**").
- 2.2. The Minimum Term for which the Customer commits to receive the Coverage Services shall be 24 months from the Commencement Date unless otherwise expressly stated in the Agreement.

3. Licence

- 3.1. Following the completion of the Site Order Form and thereafter during the continuance of these Service Terms the Customer grants Vodafone and its subcontractors the right to install, operate, maintain, upgrade, repair and replace the Apparatus in or on the Building(s) subject to the terms of the Agreement. Access to the Building(s) by Vodafone and its subcontractors shall be subject to prior agreement with the Customer provided that any delay to the granting of such access may affect timescales for performance of the Coverage Services.

4. Service Description

- 4.1. The service features relating to the applicable Coverage Service(s) are set out in Appendix 2 of this Schedule.
- 4.2. The detailed functionality and limitations of the Coverage Service shall be at the discretion of Vodafone. The functionality and speed of transmission of the features set out above shall vary according to the Bearer Service utilised.

5. Service Deployment

- 5.1. Subject to the Customer's reasonable cooperation with Vodafone:
 - 5.1.1. Vodafone shall commence Deployment of the Apparatus after the Customer has approved the Drawings by signing and dating the Site Order Form; and
 - 5.1.2. Vodafone shall deploy the Apparatus within 60 Business Days of Vodafone's acceptance of the Customer's completed Site Order Form.

6. Managed Support

- 6.1. During the term of the Agreement Vodafone shall remotely monitor the Coverage Service at the Building(s) from Vodafone's Network Operating Centre on a 24/7 basis. The Customer shall be notified when there is an incident which has a material detrimental effect on the Network access of the Coverage Service. Subject to clause 7.6, where the incident relates to the Apparatus, Vodafone shall either: (i) remotely diagnose and fix the Apparatus; (ii) remotely reboot the Apparatus; or (iii) install replacement Apparatus (subject to clause 10.8) which shall be done during the hours of 8am to 8pm on any Business Day ("**Managed Support Working Hours**") subject to being provided access to the Premises. Where the incident relates to Fixed Connections provided by Vodafone, Vodafone shall handle the incident in accordance with the separate terms relating to the Fixed Connection. Where the incident is not caused by an error in the Apparatus or in a Fixed Connection provided by Vodafone (including for example where the Customer has changed parameters or settings or configuration of the Apparatus or the Customer Cabling Infrastructure), Vodafone may charge a fee of £450 plus VAT for any on-site visit to the Premises by Vodafone personnel in connection with the incident.
- 6.2. Vodafone shall provide the Customer a support helpdesk during Managed Support Working Hours to report incidents on the Coverage Service. Only the Customer's IT personnel shall be permitted to contact the support helpdesk. Vodafone shall respond to all requests within 4 hours within Managed Support Working Hours.
- 6.3. When raising a support request, the Customer shall provide the following information to Vodafone: (i) contact name; (ii) fault onset date and time; (iii) fault description; (iv) scope of fault; (v) business impact; (vi) frequency of fault (constant or intermittent); and (vii) the Customer availability for testing.
- 6.4. The Customer shall fully co-operate with Vodafone and its third party suppliers at all times in order to fully close down any incidents with Coverage Service.

7. Pre-requisites and Limitations

- 7.1. The use and availability of the Coverage Service is subject to availability of the Network.
- 7.2. Unless expressly stated otherwise in Appendix 2, the Coverage Service requires at least one Fixed Connection and any service interruptions or power interruptions to the Fixed Connection will prevent or alter the proper functioning of the Apparatus and availability of the Network.
- 7.3. The Customer shall ensure that it has or will have received prior to installation, at its own cost:
 - 7.3.1. all necessary consents to the installation of the Coverage Service, including consents from the applicable landlord, registered proprietor, insurer and any other consent required for the installation and Vodafone's performance of its obligations under this Schedule; and
 - 7.3.2. a suitable environment (including electricity supply) for installation of the Apparatus in accordance with the Drawings.
- 7.4. The Customer shall not use the Coverage Service for any purpose which is abusive, illegal, fraudulent, a nuisance or for criminal activities, including not using them:
 - 7.4.1. for the improper use of a public electronic communications network which is contrary to Section 127 of the Communications Act 2003;
 - 7.4.2. for any unauthorised access or denial of service attack which is or would be an offence under Sections 1, 2 or 3 of the Computer Misuse Act 1990;
 - 7.4.3. to commit an offence under the Regulation of Investigatory Powers Act 2000;
 - 7.4.4. to commit an offence under any other relevant UK legislation; or
 - 7.4.5. to run 'Open Servers'.
- 7.5. The Customer must immediately notify Vodafone if any Apparatus is lost or stolen or if the Customer becomes aware that the Coverage Service is being used for fraudulent or other illegal activities.
- 7.6. The Customer must only use the Apparatus in accordance with the guidelines, instructions and other specifications provided by Vodafone to the Customer from time to time.
- 7.7. If the Customer uses the Network through the Apparatus to consume large quantities of data, the Customer acknowledges that it may affect the speed of the Network and/or connectivity between the Network and the Apparatus.

8. Making Calls to the Emergency Services

- 8.1. The Customer acknowledges that it may not be able to make an emergency call if the Apparatus does not have adequate power supply, a Fixed Connection, or there is some other kind of service disruption. The Customer acknowledges that it shall not solely rely on the Apparatus to make emergency calls.
- 8.2. The Customer accepts that the emergency services may use the details the Customer registers for the Apparatus in order to identify the Customer's location. The Customer shall keep its contact details up to date and immediately notify Vodafone of any change.



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9. Vodafone's Rights and Obligations

- 9.1. Vodafone shall provide the Coverage Service from the Commencement Date for the duration of this Schedule.
- 9.2. Except in the case of an emergency, Vodafone shall give the Customer as much notice as is reasonably practicable if Vodafone requires access to the Building.
- 9.3. Vodafone shall comply with all relevant legislation and codes of practice in connection with the installation and operation of the Apparatus.
- 9.4. Vodafone will undertake the responsibility of client as defined in the Construction (Design and Management) Regulations 2007, so far as it applies to the installation and operation of the Apparatus.
- 9.5. The Apparatus shall at all times belong to Vodafone. Vodafone and/or its licensors own all the rights in the software embedded within the Apparatus in respect of which the Software Licence shall be a multi-user licence.

10. Customer's Responsibilities

- 10.1. The Customer shall be responsible for providing a suitable power supply for connection to the Apparatus and this connection is to be completed in accordance with the IEE Wiring Regulations 17th Edition (Regulations) (which the Customer shall provide prior to deployment of the Apparatus) or as may be superseded, altered, updated or amended from time to time (as produced by the Institution of Engineering and Technology). The Customer will provide Vodafone with a copy of the certificate verifying conformity with the Regulations prior to the Apparatus being installed.
- 10.2. The Customer shall be responsible for the payment of all electricity charges incurred by the use of the Coverage Service.
- 10.3. The Customer shall be responsible for all liabilities, and costs in relation to any damage to or destruction of all or any part of Apparatus which results from any acts or omissions on the part of the Customer or of any third party outside of Vodafone's control.
- 10.4. If the Customer asks Vodafone to relocate any of the Apparatus to enable the Customer to carry out alterations or other work at the Building, the Customer will reimburse the costs that Vodafone incurs in complying with the request.
- 10.5. Following the installation or removal of the Apparatus the Customer will be responsible for any costs resulting from the removal or reinstatement of any ceiling panels or structural parts of the Building that may be required.
- 10.6. The Customer shall be responsible for all costs it incurs in providing any attendances at the Building it deems necessary during the installation, or any maintenance, repair, upgrade or removal of the Apparatus including but not limited to the provision of security services.
- 10.7. Except where Vodafone has agreed to take responsibility for the Customer's Cabling Infrastructure (which may be by separate agreement or by separate Services Terms under the Agreement), the Customer will be responsible for the maintenance of the Customer's Cabling Infrastructure and the associated configuration specific for the operation of the Apparatus.
- 10.8. Save as otherwise agreed by Vodafone, the Customer shall not interfere with, move, add to, alter or remove the Apparatus or knowingly permit any person other than Vodafone or its subcontractors to do the same. The Customer shall not remove the Apparatus from the Premises or move the Apparatus within the Premises. If the Customer becomes aware of any tampering with the Apparatus the Customer shall notify Vodafone immediately and Vodafone reserves the right to charge the Customer for any damage to the Apparatus or any works required to repair the Apparatus.
- 10.9. The Customer shall give Vodafone reasonable prior written notice of any works carried out by the Customer or its subcontractors which could affect provision of the Coverage Services.

11. The Premises

- 11.1. If the Customer wishes to vacate all or any part of the Building where the Coverage Service is installed, the Customer shall use all reasonable endeavours to give Vodafone not less than 40 days' prior written notice before they vacate or before there is any disposal of the Building.
- 11.2. The Customer shall grant Vodafone and its subcontractor's access to the interior and exterior of the Premises so Vodafone may exercise its rights in this licence to install, operate, maintain, upgrade, repair, remove and replace the Apparatus.
- 11.3. During installation, maintenance, repair or removal of the Apparatus the Customer shall permit Vodafone or its contractor's access to occupy a reasonable working space around the area where the Apparatus is being installed and the Customer must provide a suitable and safe working environment for any of Vodafone employees or subcontractors who might attend the Building.

12. The Apparatus

- 12.1. The Apparatus is only compatible with the Network and cannot be used for other telecommunication networks. Connections are required to have an active Vodafone SIM card and compatible 3G and/or 4G mobile device.
- 12.2. The Customer shall be responsible for any damage to the Apparatus (including the cost of repair) except where such damage was caused by Vodafone or its subcontractors.

13. Fixed Connections

- 13.1. Where specified in Appendix 2 for the relevant Coverage Service or otherwise in the Site Order Form, Vodafone shall procure and manage a Fixed Connection which may be provided to the Customer by a third party contractor to Vodafone.
- 13.2. Vodafone's provision of the Fixed Connection shall be subject to separate terms relating to the same (which may be by separate agreement or by separate Services Terms under the Agreement).
- 13.3. Where the Fixed Connection shall not be provided by or on behalf of Vodafone, the Customer shall be responsible for procuring, managing and supporting Fixed Connections provided by third party suppliers to the Customer and Vodafone shall have no obligations or responsibilities in relation to the same, including but not limited to: (a) any support connected to the Customer provided Fixed Connection; and (b) any Apparatus interruptions connected to a fault or failure in the Customer provided Fixed Connection.

14. Ending the Coverage Service

- 14.1. Without prejudice to either Party's rights under the Agreement, Vodafone may terminate the Agreement in respect of the Coverage Service relating to a Building immediately upon written notice to the Customer if at any time the Customer vacates that Building (whether or not the Customer has given notice).
- 14.2. Where the Coverage Service ends on termination of the Agreement, the Customer shall cease further use of the Apparatus and shall permit Vodafone to enter the Premises on reasonable notice to remove the Apparatus and any other equipment belonging to Vodafone.
- 14.3. Where the Coverage Service ends but Vodafone continues to provide other services under the Agreement, the Customer may continue to use the Apparatus in connection with those other services provided that Vodafone has no obligation to support the Apparatus after the Coverage Service ends unless the Customer has purchased support services from Vodafone in relation to the Apparatus. If the Apparatus fails to work after the Coverage Service ends, the Customer will be required to replace the Apparatus at its own cost in order to continue its use of the same.

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Appendix 1 – Definitions

Apparatus	means the transmission equipment, radio nodes and services node shown on the Drawings plus any other additional equipment Vodafone deem necessary to provide the Coverage Service and in relation to: (i) the Sure Signal + Service, the term "Apparatus" shall refer to the device(s) supplied by Vodafone to the Customer which uses femto technology to improve building coverage giving connectivity between the Apparatus and the Network; (ii) the Sure Signal Premium Service, the term "Apparatus" includes but is not limited to the Radio Nodes and Services Node(s) placed in the Building; and (iii) the Next Generation Pico Service and Cell Enhancer Service, the term "Apparatus" includes but is not limited to the Antennas and Base Stations deployed in at the Premises;
Agreement	in relation to the Coverage Service, means the Agreement identified in the Site Order Form, these Service Terms and the Site Order Form(s) between the Customer and Vodafone;
Antenna	the access point equipment which delivers the coverage from its location at the Customer's Building(s);
Base Station	the equipment and aggregation point for the Antennae in the Building which connects to the Vodafone Network via a Fixed Connection to provide connectivity and coverage;
Bearer Service	the method of transport used to carry communication information over the Network and the provision of access for external communications to the Network. Speeds may vary significantly and are dependent on coverage;
Building(s)	means the land and building(s) at the Premises where the Apparatus are to be installed;
Coverage Service(s)	means the Vodafone service known as 'Sure Signal +', 'Sure Signal Premium', 'Next Generation Pico' and/or 'Cell Enhancer' as selected by the Customer in the Site Order Form;
Customer's Cabling Infrastructure	means any or all of the Customers Local Access Network (LAN), Wide Area Network, switches, Power over Ethernet, patch panels, fibre, copper connectivity between the Building floors, connectivity between Buildings, CAT5 and CAT6 cabling and any other customer cabling that may exist or is later installed at the Building(s) and for the avoidance of doubt the specific configurations required for the operation of the Apparatus is included in this definition;
Deployment	the installation and set-up of the Coverage Service by Vodafone at the Customer's Premises;
Drawings	means the drawings attached to the Site Order Form and/or as provided to the Customer by Vodafone as updated and amended from time to time;
Femto	the small cell devices deployed to give 3G coverage for the Sure Signal + Service;
Fixed Connection	the digital subscriber line broadband service giving connectivity between the Apparatus and the Network;
Coverage Service	the scheme to improve the quality of the Vodafone signal through the use of the Apparatus at the Premises;
Macro Call	any call handled by the Vodafone Network, excluding in building and micro schemes;
Macro Coverage	the mobile coverage which is provided over the Vodafone Network;
Network	means the telecommunication systems Vodafone uses to provide the Services;
Open Server	means a server which can be connected to the internet by hosts not in a trusted list including, as examples, a SMTP relay, web proxy or NNTP server;
Premises	means the Customer address set out in the Site Order Form where the Building(s) are located;
Radio Node	a 3G/4G wireless access point;
Service	means the mobile airtime service supplied by Vodafone to the Customer;
Services Node	the device which is the aggregation point for all the radio nodes; and
Site Order Form	the signed order form containing the address of the Premises where the Apparatus shall be installed together with the Drawings.



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Appendix 2 – Service Description and Service-Specific Terms

1. Terms Specific to Sure Signal +

- 1.1 The service features as set out within this Section 1 shall apply to the Sure Signal + Service:
- 1.1.1 Deployment – The installation and set-up of the Apparatus by Vodafone at the Customer's Premises;
 - 1.1.2 Handover – The Apparatus operates the following hand in and out between cells: (i) a Macro Call will drop out when entering a building with the Sure Signal + Service enabled and with no Macro Coverage; (ii) if exiting a building with the Sure Signal + Service enabled while on a call, the call will transfer to macro if 2G coverage is available; and (iii) if on a call and moving around a Building with the Sure Signal + Service enabled the call will move to the next geographically proximate Radio Node;
 - 1.1.3 Multiple connections – Up to 32 concurrent calls over the Network per Apparatus, up to 70 Connections to the Network per Apparatus, up to 20 Apparatus may be enabled per Building;
 - 1.1.4 Managed service – The proactive and reactive support that Vodafone provides to the Customer for the Sure Signal + Service during the term of the Agreement; and
 - 1.1.5 Signal – The Apparatus can provide improved 3G signal within a 400 square metres range where an uncluttered area is the deployed environment, voice services taking priority over data services.
- 1.2 If the Customer has a 4G device, a 4G price plan with Vodafone and the Premises is located in a 4G-enabled location, the Customer acknowledges that the optimum solution includes a 4G option such as Sure Signal Premium.
- 1.3 Concurrent call capacity and data throughput is subject to the quality of the Fixed Connection (whether provided by Vodafone or by a third party) available at the Customer's Premises (for example, distance of the Apparatus from the exchange). The minimum bandwidth required of the Fixed Connection is 10Mbps.
- 1.4 In addition to Vodafone's rights and obligations in clause 9 of this Schedule, if technically possible and subject to the Customer's written agreement, Vodafone may share any of the Customer's existing equipment cabins/ cabinets and or any of the Customers Cabling Infrastructure. In the event that Vodafone uses the Customer's Cabling Infrastructure Vodafone shall not be responsible for any Service interruptions as a result of a failure in the Customer's Cabling Infrastructure or a reconfiguration of the Customer's Cabling Infrastructure including LAN components such as routers or switches which impede the operation of the Apparatus. Where Vodafone has agreed to take responsibility for the Customer's Cabling Infrastructure, Vodafone's management of the Customer's Cabling Infrastructure and responsibility for Service interruptions arising from the same shall be governed by that agreement (which may be by separate agreement or by separate Services Terms under the Agreement).

2. Terms Specific to Sure Signal Premium

- 2.1 The service features as set out within this Section 2 shall apply to the Sure Signal Premium Service:
- 2.1.1 Deployment – The installation and set-up of the Apparatus by Vodafone at the Customer's Premises;
 - 2.1.2 Handover – The Apparatus operates the following hand in and out between cells: (i) a Macro Call will drop out when entering a building with the Sure Signal Premium Service enabled and with no Macro Coverage; (ii) if exiting a building with the Sure Signal Premium Service enabled while on a call, the call will transfer to macro if 2G coverage is available; and (iii) if on a call and moving around a Building with the Sure Signal Premium Service enabled the call will move to the next geographically proximate Radio Node;
 - 2.1.3 Multiple connections – Up to 32 concurrent calls over the Network per Radio Node, up to 70 Connections to the Network per Apparatus, up to 99 Radio Nodes per Service Node and up to 2 Service Nodes may be enabled per Building;
 - 2.1.4 Managed service – The proactive and reactive support that Vodafone provides to the Customer for the Sure Signal Premium Service during the term of the Agreement; and
 - 2.1.5 Signal – The Apparatus can provide improved 3G and/or 4G signals within a 400 square metres range where an uncluttered area is the deployed environment, voice services taking priority over data services.
- 2.2 The Sure Signal Premium Service includes the provision of a Fixed Connection with appropriate services and bandwidth available on which the Sure Signal Premium Service can be installed. The Fixed Connection shall be deployed at an additional fee if the Customer does not have an existing agreement with Vodafone for the provision of Fixed Connections or sufficient existing bandwidth capacity which can be utilised by the Sure Signal Premium Service.
- 2.3 Each Apparatus has a maximum of 70 concurrent connections.
- 2.4 Concurrent call capacity and data throughput is subject to the quality of the Fixed Connection available at the Customer's Premises (for example, distance of the Apparatus from the exchange).
- 2.5 In addition to Vodafone's rights and obligations in clause 9 of this Schedule, if technically possible and subject to the Customer's written agreement, Vodafone may share any of the Customer's existing equipment cabins/ cabinets and or any of the Customers Cabling Infrastructure. In the event that Vodafone uses the Customer's Cabling Infrastructure Vodafone shall not be responsible for any Service interruptions as a result of a failure in the Customer's Cabling Infrastructure or a reconfiguration of the Customer's Cabling Infrastructure including LAN components such as routers or switches which impede the operation of the Apparatus. Where Vodafone has agreed to take responsibility for the Customer's Cabling Infrastructure, Vodafone's management of the Customer's Cabling Infrastructure and responsibility for Service interruptions arising from the same shall be governed by that agreement (which may be by separate agreement or by separate Service Terms under the Agreement).

3. Terms Specific to Next Generation Pico

- 3.1 The service features as set out within this Section 3 shall apply to the Next Generation Pico Service:
- 3.1.1 Deployment – The installation and set-up of the Apparatus by Vodafone at the Customer's Premises;
 - 3.1.2 Handover – The Apparatus operates the following hand in and out between cells: (i) a Macro Call will transfer seamlessly when entering a building with the Next Generation Pico Service enabled; (ii) if exiting a building with the Next Generation Pico Service enabled while on a call the call will transfer to macro if 2G coverage is available; and (iii) if on a call and moving around a Building with the Next Generation Pico Service enabled the call will move to the next geographically proximate Antenna;
 - 3.1.3 Managed service – The proactive and reactive support that Vodafone provides to the Customer for the Next Generation Pico Service during the term of the Agreement; and
 - 3.1.4 Signal – The Apparatus can provide improved 2G, 3G and/or 4G signals within a 400 square metres range where an uncluttered area is the deployed environment, voice services taking priority over data services.
- 3.2 The licence granted to Vodafone and its subcontractors in clause 3 of this Schedule includes the right to provide, install, operate, maintain, upgrade, repair and replace coaxial cabling between Antennae and Base Station(s) and a Fixed Connection from the Base Station(s) to the Vodafone Network.
- 3.3 The Customer acknowledges that additional cabling will be required for the Next Generation Pico Service which is separate to the existing fibre connectivity throughout the Building. Unless the parties otherwise agree, the cable deployment will be completed by Vodafone.

4. Terms Specific to Cell Enhancer

- 4.1 The service features applicable to the Cell Enhancer Service are the same as those for the Next Generation Pico Service set out in Section 3 of Appendix 2 of this Schedule except that the Cell Enhancer Service does not require a Fixed Connection and accordingly clause 13 shall not apply to the Cell Enhancer Service.

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- 4.2 The Apparatus is connected to and dependant on the Vodafone Network and is subject to any capacity limitations relating to the Network. Where an incident relates to the Vodafone Network, Vodafone shall handle the incident in accordance with the separate terms relating to the Network.