



These Service Terms apply to the Vodafone Business Response Service and are incorporated by reference into the Commercial Terms between Vodafone and Customer and, together with the General Terms, form the Agreement for the Business Response Service.

1. Definitions

1.1 Defined terms in these Business Response Service Terms shall have the same meaning as the definitions set out in the General Terms unless set out otherwise below. All references of 'User' within the General Terms, shall also include reference to a User and/or Administrator as defined in these Service Terms.

1.2 The following definitions shall apply to the Agreement for the Business Response Service:

- (a) **Administrator(s)** – The person(s) appointed by Customer to use the System on Customer's behalf, who may send Custom Messages to Users, create and edit User Records and view statistics.
- (b) **Application** - A self-contained program designed to enable End Users to receive messages to their Approved Devices as downloaded by a User from compatible application stores.
- (c) **Approved Device(s)** – Devices and equipment approved by the Third Party Supplier or Vodafone for use with the Business Response Service, as notified to Customer by Vodafone from time to time.
- (d) **Business Response Service** – The System and support services provided by the Managed Support Helpdesk and as further defined in clause 2 of these Service Terms.
- (e) **User Record(s)** – A User record within the Business Response Service within which an Administrator may record the contact details of a User.
- (f) **Custom Message(s)** – Information sent by the Administrator from the System to a User, by SMS, plain text email or Application notification.
- (g) **IT Helpdesk** – The Customer's IT Helpdesk, nominated employees, contractors or suppliers who provide internal support for the Business Response Service.
- (h) **Managed Support Helpdesk** – The call centre operated by Vodafone to provide specific support services for the Business Response Service.
- (i) **Managed Support Requests** – A request by Customer's IT Helpdesk to the Managed Support Helpdesk regarding Business Response Service related issues excluding issues that relate to the Network or other internet connectivity issues.
- (j) **Managed Support Working Hours** – The hours between 8.00am to 6.00pm on any Business Day.
- (k) **Service Level** – A performance standard as set out in clause 8 of these Service Terms.
- (l) **SMS** – Short message service, a method to deliver short messages to a mobile phone.
- (m) **System** - A web portal which enables an Administrator to send SMS, email and Application notifications to Users, create and update User Records, track User responses and create reports on these communications.
- (n) **Third Party Supplier** – MatsSoft Limited, a company incorporated in England and Wales under number 3662618 whose registered office is at 141 Wardour Street, London, W1F 0UT.
- (o) **User** – The persons who each have a User Record and who receive Custom Messages through the Business Response Service.

2. Service description

2.1 The Business Response Service shall include the features and functionalities set out below:

- (a) The Administrator may transmit Custom Messages to Users with User Records using the System.
- (b) The Administrator may create and edit User Records within the System.
- (c) The Administrator shall have access to the System to view statistics indicating responses from Users and may export the data from the System to an in-house system.
- (d) User Records may be bulk uploaded, automatically via an XML type feed or manually using a web interface to upload CSV data by the Administrator. Administrator may also create and update cases directly via the System.
- (e) The End User may receive Custom Messages sent through the System. These notifications shall be delivered by SMS, plain text email or Application.
- (f) Support services as set out in clause 8 of these Service Terms.
- (g) The Administrator may provide feedback on the product through the System to help product evolution.
- (h) The End User will receive notifications via email, SMS or Application notification. The End User may be required to reply to the Custom Messages via SMS, email or Application notification.

2.2 The Third Party Supplier and/or Vodafone may view a full audit trail of all transactions and assist Customer with set up of Users as well as any other queries.

2.3 Vodafone shall endeavour to provide Customer access to the Third Party Supplier throughout the Minimum Term (subject to the Third Party Supplier's on-going agreement to such contact), however the Third Party Supplier is not a party to the Agreement and Customer acknowledges that Vodafone shall be its primary contact in respect of the Business Response Service.

2.4 The detailed functionality and limitations of the Business Response Service shall be at the discretion of Vodafone.

2.5 Vodafone may terminate the Agreement for the Business Response Service on 30 days' written notice to the Customer, in the event that the Third Party Supplier terminates its agreement with Vodafone.

3. Commercial Commitments and Charges

- 3.1 The Charges and Service options for the Business Response Service shall be as set out in the Commercial Terms and these Service Terms.
- 3.2 Customer shall connect the minimum number of Users detailed in the Commercial Terms to the Business Response Service within 60 days of the initial Commencement Date of the Agreement.
- 3.3 The per User per month message allowance detailed in the Commercial Terms shall be aggregated to a total per message per month amount in order that Customer may distribute messages to its Users asymmetrically. If Customer exceeds the total aggregated per User per month message allowance (plus any purchased additional message allowance bundles) the following Charges shall apply per message: SMS: £0.05; Application: £0.01; and email: £0.00.
- 3.4 Customer may request additional message allowance bundles or additional Users at any time during the Minimum Term by contacting its designated Vodafone account manager. Customer may increase its message allowance by Vodafone's agreement in writing and for an additional Charge of £1.45 per message allowance bundle of 50 messages. Customer may increase its Users by Vodafone's agreement in writing and for the additional per User per month Charge set out in the Commercial Terms unless Vodafone states otherwise. Any changes will take effect at the start of the next calendar month following Vodafone's written agreement.
- 3.5 Customer may not decrease its number of Users or its message bundles during the initial Minimum Term (measured from the date of Vodafone's signature of the Commercial Terms), even if increased in accordance with clause 3.4 above.

4. Information handling and hosting

- 4.1 An Administrator will require a login using an encrypted connection to access the System.
- 4.2 The primary data centre where Business Response Service is hosted is in the London Docklands, within the Telecity infrastructure. In addition a secondary data centre, within the European Union, provides fail-over capability.

5. Speed of Access to System

- 5.1 Vodafone will use reasonable endeavours to keep all interruptions to the Business Response Service to a minimum, but the Customer acknowledges that the availability of the Business Response Service may be limited by maintenance work and technical defects in the Network.
- 5.2 Vodafone will use reasonable endeavours to ensure the System is capable of responding to transaction requests with an average response time in each case of less than 3 seconds from the time such requests are received at the Third Party Supplier's host web server to the time the transaction is sent from the host server. Target availability of the Business Response Service = 99.9% (equates to approximately 10mins 05secs downtime per week).
- 5.3 If the responsiveness of the System or target availability of the Business Response Service becomes an issue for Users, this will be dealt with in accordance with clause 8 below.
- 5.4 For the avoidance of doubt, Customer acknowledges that Vodafone and the Third Party Supplier are not responsible for speed of delivery to the User once the message leaves the hosted site to receipt on the User's device.

6. Prerequisites for the Business Response Service

- 6.1 Customer must accept any applicable Business Response Software Licence terms before using the System and Application, and Customer hereby acknowledges that, by using the System or Application, Customer and its Users shall be deemed to have read, understood, and agreed to all the terms of the applicable Software Licence.
- 6.2 Customer acknowledges that it is responsible for obtaining any other licences which may be needed to use the Business Response Service.
- 6.3 Customer acknowledges that: (a) an Administrator is required to have an internet connection to access the System or to send Custom Messages; (b) Users must have a Network connection to receive SMS messages; (c) Users must have access to the internet to receive email or Application messages; and (d) Users must have a Compatible Device to receive any Custom Message.
- 6.4 Messages may only be received by End Users located in the UK. All SMS Charges are based on End Users with UK Connections.
- 6.5 The Application is currently available on the following operating systems: IOS, Android, Windows, BlackBerry 10, and BlackBerry 7.
- 6.6 An SMS 'welcome message' must be sent to an End User before the End User can use the Application. Customer shall not be charged for such SMS welcome message and the welcome message shall not diminish Customer's message



bundle. Customer accepts that, for security reasons, it may take up to one week from the date of the SMS welcome message before the End User may use the Application. If an End User attempts to register within the Application with a telephone number which has not been sent an SMS welcome message in the week before such registration attempt, the End User will receive an error message informing them that their number is not recognised. If this should occur, Customer must resend the End User a text message from the Business Response portal to reinitiate this process. This second SMS welcome message is chargeable at the out of bundle message rate detailed in clause 3.3 above.

6.7 Customer acknowledges that the Business Response Services does not include the provision of any airtime or data services.

7. Pre-requisites for Support

7.1 Vodafone shall be under no obligation to provide Managed Support for any incidents caused by or related to any of the following:

- any issue which is not related to an Approved Device for which Customer has purchased the necessary Software Licence(s);
- any system or code or use of software or hardware not authorised or supplied by Vodafone;
- use of Software or hardware (whether or not supplied by Vodafone or its authorised partners) that has been modified, altered or damaged by any person or entity other than Vodafone or its authorised partners;
- any incident that Vodafone is unable to verify and reproduce after making commercially reasonable efforts, including incidents which can only be reproduced with appropriate User devices, SIM Cards, or special access rights;
- any incident which could have been prevented by the Customer running the most up to date release and version of the System or Application (including any patches and fixes) made available by Vodafone or the Third Party Supplier;
- any failure of the operating systems and/or non-Vodafone supported component (software or hardware) used by Customer that is beyond Vodafone's control (e.g. at Customer's site), including but not limited to any component that is integrated with the supported Application or System;
- problems caused or contributed to by Customer's negligence, abuse, misuse or misapplication of the Software, or any other failure to comply with the terms of the Agreement and applicable Software Licence; or
- use of the System or Application on a device connected to a network other than the Vodafone Network.

7.2 In order to receive Managed Support from Vodafone and/or the Third Party Supplier:

- Customer shall only use the Application and System with Approved Devices that are maintained in good working order; and
- Customer shall ensure that the System and Application is loaded onto supported hardware and operating system configurations as defined by Vodafone and the Third Party Supplier.

7.3 Customer shall be responsible for managing the configuration and policies for all of its Users.

8. Helpdesk

8.1 Vodafone shall provide Customer with a quick start guide, help information, FAQs and videos via the System. Customer shall use reasonable endeavours to consult the provided guides, help information, FAQs and videos before calling the Managed Support Helpdesk.

8.2 Customer's IT Helpdesk shall raise each Managed Support Request via the Managed Support Helpdesk only, and provide for each Managed Support Request: (a) contact details (name and phone number); (b) fault onset date and time; (c) fault description; (d) scope of fault; (e) business impact; (f) details of Customer testing and fault diagnostics; (g) frequency of fault (constant, intermittent, time of day related); and (h) Customer availability for testing.

8.3 The Managed Support Helpdesk shall be responsible for providing technical support for issues related to the Business Response Service, except where Vodafone is not responsible for the element of the Business Response Service or the Customer has not complied with this Agreement. The Managed Support Helpdesk shall pass on any standard account, device, SIM connectivity, order or general query requests not related to the Business Response Service to the Vodafone customer support teams where appropriate.

8.4 Customer shall raise all Managed Support Requests via the dedicated number provided to Customer by Vodafone.

8.5 Customer's IT personnel only (maximum of 10) may contact the Managed Support Helpdesk. Customer shall identify those nominated personnel to Vodafone on request. Customer shall inform Vodafone of changes to its nominated personnel. Vodafone reserves the right to reject support requests from any other personnel.

8.6 Upon the receipt of a Managed Support Request the Managed Support Helpdesk shall allocate an incident number and classify the Managed Support Request into one of four severity categories and handle each Managed Support Request as set out below:

Severity	Severity meaning	Service Level
Critical	A catastrophic problem that causes a total loss of service and severely impacts Customer's business. For example a problem which affects all Users, and is a server failure, or a Software problem with no workaround.	The Managed Support Helpdesk shall give a plan of action to Customer within 2 hours and shall provide updates a minimum of every hour unless both Parties agree to extend this period.
Serious	A high-impact problem that causes a total loss of the service and causes disruption of Customer's operations, but there is capacity to remain productive and maintain necessary business-level operations. For example, a server issues or a synchronisation problem which affects at least 20% of the User base.	The Managed Support Helpdesk shall give a plan of action to Customer within 4 hours and shall provide updates every 2 hours unless both Parties agree to extend this period.
Medium	A medium to low impact problem to that involves partial functionality loss to the service which impairs some of Customer's operations. For example, a software problem which affects an individual User, service not working or the service not synchronising.	The Managed Support Helpdesk shall give a plan of action to Customer within 8.5 hours and shall provide updates every 4 hours unless both Parties agree to extend this period.
Low	A general usage question or comments about the service. There is no impact on the quality, performance or functionality of the service.	The Managed Support Helpdesk shall give a plan of action to Customer within 25.5 hours and shall provide updates a minimum of every 1 Business Day unless both Parties agree to extend this period.

8.7 The service levels set out within this Clause 8 shall apply to Managed Support Requests received during Managed Support Working Hours and all hours mentioned in this Agreement shall apply during Managed Support Working Hours only. Vodafone shall use reasonable efforts to resolve Managed Support Requests outside of Managed Support Working Hours via the Vodafone technical customer support helpdesk. The service levels for Managed Support Requests received outside of Managed Support Working Hours shall begin at the start of Managed Support Working Hours on the next Business Day.

8.8 Vodafone shall answer Managed Support Requests made by telephone to the Managed Support Helpdesk: (a) during Managed Support Working Hours 90% of the time within 20 seconds; and (b) outside Managed Support Working Hours as soon as reasonably practicable.

8.9 Vodafone shall respond to Managed Support Requests made by email to the Managed Support Helpdesk within 1 Business Day.

8.10 If Vodafone classifies a Managed Support Request as critical or serious, where reasonably requested by Vodafone or the Third Party Supplier, Customer shall monitor the Users and server and shall be responsible for any reasonably recommended changes or fixes.

8.11 If a Managed Support Request is classified as critical or serious and cannot be resolved remotely within one Business Day then Vodafone may escalate to its Third Party Supplier. Vodafone or Third Party Supplier may action the request remotely or physically attend Customer premises until resolved.

8.12 Vodafone shall use reasonable efforts to resolve all Managed Support Requests in the timescales required by Customer.

8.13 Only the Customer contact nominated at the time of the Managed Support Request may agree to close the Managed Support Request.

8.14 Where reasonably required by Vodafone or at Customer's reasonable request, Vodafone shall pass Managed Support Requests to the Third Party Supplier, and the Third Party Supplier may communicate directly with Customer.

8.15 Customer may receive requests to supply server logs for diagnostics and general support from Vodafone or its Third Party Supplier. If Customer delays in supplying the required information, Vodafone's obligations shall be proportionately delayed.

8.16 As part of the technical audit during provisioning, Vodafone may copy the server logs and related information (such as quantity of devices) to ensure the server is compatible with Vodafone's and the Third Party Supplier's support criteria.

8.17 Customer shall inform the Managed Support Helpdesk of unplanned and planned outages which impact the supported services.

8.18 Customer shall co-operate with Vodafone and its Third Party Supplier as reasonably required to close down a Managed Support Request. If Customer does not co-operate, the Service Levels as set out within these Service Terms shall not apply.

8.19 If Vodafone cannot close down a Managed Support Request for a cause outside its reasonable control, Vodafone shall: (a) provide Customer with details; and (b) put the Managed Support Request on hold until the cause is resolved. Once resolved, the Managed Support Request shall recommence.



- 8.20 Vodafone may request User and/or IT Helpdesk satisfaction surveys on the closure of each Managed Support Request which shall be only be used for the improvement of the Managed Support Helpdesk.
- 8.21 Every three months throughout the Service Period, the Parties shall review the Managed Support Helpdesk and Service Levels .The Managed Support Helpdesk and Service Levels may be adjusted due to improved performance capabilities associated with advances in the technology only.
- 8.22 Every month, Vodafone shall provide a report to Customer which details Vodafone's performance against the Service Levels and a reconciliation report. This report shall be provided either by hard copy or via the secure web-portal.

9. General

- 9.1 Vodafone or its licensor(s), as applicable, own all Intellectual Property Rights in and to the Software. Customer may not transfer, assign, sublicense, or otherwise distribute or enable a third party to use the Software or any part of it.
- 9.2 Vodafone shall have no obligations or responsibilities of any kind hereunder with respect to problems caused in the use or functioning of the Software by any hardware or software product (including but not limited to operating systems, networks, and third party software) not supplied by Vodafone.