



These Service Terms apply to the VSDM 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 VSDM Service.

### 1. Definitions

- (a) **Additional Service Option(s)** - Additional service options include the Secure Email Gateway (SEG), Airwatch Cloud Connector (ACC), Mobile Access Gateway (MAG) and are available by selecting the option in the Commercial Terms or subsequently ordered through the Customer account manager during the Minimum Term.
- (b) **Advanced Set-up** - Advanced Set-Up is a Professional Service and shall be subject to an additional fee agreed in a separate agreement. Details are available via Customer's account manager.
- (c) **Approved Device(s)** - Devices approved by the Third Party Provider for use with the Software, as notified to Customer by Vodafone from time to time.
- (d) **Cloud** – The core service option detailed in the Commercial Terms where Vodafone hosts the VSDM Software on a multi-tenancy platform in Germany.
- (e) **Foundation Set-up** - The Set-up Fee for the standard option detailed in the Commercial Terms which includes account and access set-up only.
- (f) **IT Helpdesk** - The Customer's IT Helpdesk and nominated employees or contractors who provide internal support for the Service.
- (g) **Managed Support** – The support option selected by Customer in the Commercial Terms which forms part of the VSDM Services.
- (h) **Managed Support Helpdesk** - The call centre operated by Vodafone to provide specific support for issues related to VSDM Service.
- (i) **Managed Support Request** - A request by Customer to the Managed Support Helpdesk for Managed Support in respect of the VSDM Services.
- (j) **Managed Support Working Hours** - The hours between 8.00 and 18.00 on any Business Day.
- (k) **Monthly Licence** – The temporary, monthly, per device, end user licence agreement for the licence of the VSDM Software between Third Party Provider and Customer (on behalf of its Users), which applies where Customer: (i) has opted to receive the Cloud service option; or (ii) has opted to receive an Additional Service Option in the Commercial Terms or orders an unlisted Service Option which is subject to a recurring monthly or annual Charge or Access Fee; and (iii) continues to pay the relevant licence Access Fee or Charge.
- (l) **On Premise** - The service option detailed in the Commercial Terms where Customer is responsible for hosting the VSDM Software.
- (m) **Order Acceptance** – Where applicable, the 'Welcome Email' sent to Customer by Vodafone confirming the commencement date of the services and confirmation of the Minimum Term with expiry date.
- (n) **Perpetual Licence** - The per device, one time, fixed fee and perpetual end user licence agreement for the licence of the VSDM Software between Third Party Provider and Customer (on behalf of its Users), which applies where Customer has opted to receive the On Premise service option in the Commercial Terms or an Additional Service Option which is subject to an up-front one-off charge and which is classed as 'Perpetual' in the Commercial Terms.
- (o) **Recovery Policy** - Vodafone's policy regarding the replacement or repair of faulty equipment, as amended from time to time.
- (p) **Service Specification** - The summary of the VSDM Software features, set out in the document available from Vodafone upon request updated from time to time.
- (q) **Set-up** - The pre-service launch set-up fee of the core Vodafone Secure Device Management Services as selected in the Commercial Terms. Any further set-up required by the Customer shall be deemed a Professional Service.
- (r) **Software** - A machine executable computer program, software module or software package or any part thereof (in object code only), supplied by Vodafone or its licensors to Customer irrespective of how it is stored or executed. Any reference to Software shall include a reference to the VSDM Software.
- (s) **Software Functionality Features** - The features of the Software defined in detailed feature matrix as updated by Vodafone or the Third Party Provider from time to time and available from Vodafone upon request.
- (t) **Third Party Provider** - VMware UK Limited (whose registered office is at Phoenix House, 202 Elder Gate, Milton Keynes, United Kingdom, MK9 1BE) being the VSDM Software licensor for the VSDM Services and the third party used by Vodafone to provide support for the VSDM Services, in conjunction with Vodafone's own support team.
- (u) **VSDM Service** – The Vodafone Secure Device Manager Service which consists of the VSDM Software Licence(s), Set-up and the Managed Support option as selected by Customer in the Commercial Terms.
- (v) **VSDM Software** - The software application, in object code form only, intended

for use on an Approved Device, licensed to Customer by the Third Party Provider (for all Software related to the core Vodafone Secure Device Management Services and Secure Email Gateway and Remote Control Additional Service Options) and subject to the applicable VSDM Software Licence.

- (w) **VSDM Software Licence** - The applicable User software licence agreement between Third Party Supplier and Customer (on behalf of the User) which for the Core Secure Device Manager Service and Additional Service Options is either a Perpetual Licence or a Monthly Licence as set out in the Commercial Terms.

### 2. Service Description

- 2.1 The VSDM Service provides the ability for Customer to remotely configure, manage, maintain and support Approved Devices and may comprise of the following components where selected by Customer in the Commercial Terms:
  - (a) VSDM Software hosting (Cloud only);
  - (b) procuring the VSDM Software Licence(s) (licensed by the Third Party Provider);
  - (c) supporting Set-up of the VSDM Software; and
  - (d) providing Managed Support for the VSDM Software.
- 2.2 If Customer purchases Professional Services from Vodafone (such as server installation), this shall be ordered using a Vodafone Professional Services Order Form and shall be subject to separate terms and conditions.
- 2.3 Vodafone shall endeavour to provide Customer access to the Third Party Provider throughout the Minimum Term (subject to the Third Party Provider's on-going agreement to such contact), however the Third Party Provider is not a party to the Agreement and Customer acknowledges that Vodafone shall be its primary contact in respect of the VSDM Services.
- 2.4 The availability of the VSDM Service may be limited by maintenance work and technical defects in the Network. Vodafone shall use all reasonable efforts to inform Customer within 5 working days of any planned down time for maintenance purposes and shall use all reasonable efforts to keep any downtime between the hours of 02.00 and 06.00 (please note the deviation of one hour during daylight savings time (01.00 – 05.00 UTC)).
- 2.5 The detailed functionality and limitations of the VSDM Service are described in the Service Specification.

### 3. Charges and Commercial Commitments

- 3.1 The Charges and options for the VSDM Service shall be as set out in the Commercial Terms.
- 3.2 For the On Premise service option, Customer shall be responsible for informing Vodafone, on a quarterly basis, of the number of licences used in the preceding period. Customer shall provide this information within 21 days of the quarter ending. Each quarter shall be a period of 3 calendar months, measured from the Commencement Date. Customer acknowledges that the timely and accurate provision of this information is essential to allow Vodafone to correctly invoice Customer for applicable Charges.
- 3.3 For the On Premise service option, Vodafone shall be entitled to audit the number of Approved Devices using the VSDM Software by providing Customer with not less than 3 days' written notice. Vodafone shall perform any such audit during Customer's normal business hours, and shall use reasonable endeavours not to interrupt Customer's business operations. If any audit reveals that Customer has not paid the Support Charge in respect of each device using the Services, Vodafone shall issue an invoice to Customer for the shortfall of the Service Charge, and Customer shall promptly pay such invoice.

### 4. Pre-requisites

- 4.1 Customer shall ensure the VSDM Services are used on Approved Devices only.
- 4.2 Customer must accept the applicable VSDM Software Licence before using the VSDM Software, and Customer hereby acknowledges that, by downloading or installing the VSDM Software, Customer and its Users shall be deemed to have read, understood, and agreed to all the terms of the VSDM Software Licence.
- 4.3 Customer must ensure that the hardware and software upon which the VSDM Software is installed meets the minimum technical requirements (including configuration) as advised to Customer by Vodafone from time to time. If carried out by Vodafone on behalf of Customer, any such updates and/or changes to hardware or software (including but not limited to updating the SEG, the ACC or the MAG where applicable) shall be subject to additional charges.
- 4.4 Customer acknowledges that it is responsible for obtaining any other licences which may be needed to use the VSDM Services, including the Apple Enterprise Developer Certificate which enables use of the VSDM Services on Apple iOS devices.
- 4.5 Where Customer selects the On Premise service option, Customer shall ensure that:
  - (i) its server, hardware and software meets the minimum technical requirements as advised to Customer by Vodafone; and
  - (ii) it informs and updates Vodafone of any changes to its server, hardware and software which may impact the delivery of the VSDM Services.
- 4.6 In respect of the VSDM Service where User Personal Data is processed by Vodafone, Vodafone shall act as the Customer's data processor and the terms set out in



Appendix 1 shall apply. With the exception of certain optional services, the VSDM Cloud Services shall be provided using a data service hosted in Germany. Managed Support Requests may be dealt with by Vodafone support teams in India and Egypt and on occasion escalated to the Third Party Provider to support from the USA.

- 4.7 Some optional services including the Auto Discovery service, the App Wrapping service and the App Reputation Scanning service shall be provided using a data service hosted in the USA.
- 4.8 If Customer opts to use location-based services, Customer shall first ensure that it has all necessary consents from each User in relation to whom the location-based services may be used for Vodafone to provide Customer with geographical tracking information about that User.
- 4.9 For the avoidance of doubt, the VSDM Service does not give Vodafone or the Third Party Provider the ability to access any personal data stored on Approved Devices or on Customer's server.
- 4.10 Customer acknowledges that the VSDM Services do not include the provision of any airtime or data services.

### 5. Pre-requisites for Support

- 5.1 Vodafone shall be under no obligation to provide Managed Support for any incidents caused by or related to any of the following:
  - (a) any issue which is not related to an Approved Device for which Customer has purchased a valid VSDM Software Licence;
  - (b) modification of any system or code or use of software or hardware not authorised or supplied by Vodafone;
  - (c) 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;
  - (d) 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;
  - (e) any incident which could have been prevented by the Customer running the most up to date release and version of the VSDM Software (including any patches and fixes) made available by Vodafone;
  - (f) 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 VSDM Software;
  - (g) issues related to changes to the primary location group and group ID by the Customer;
  - (h) problems caused or contributed to by Customer's negligence, abuse, misuse or misapplication of the VSDM Software, or any other failure to comply with the terms of the Agreement and applicable VSDM Software Licence; and/or
  - (i) use of the VSDM Software on a device connected to a network other than the Vodafone Network.
- 5.2 In order to receive Managed Support from Vodafone and/or the Third Party Provider:
  - (a) Customer shall only use the VSDM Service with Approved Devices that are maintained in good working order;
  - (b) Customer shall ensure it maintains the primary location group and group ID and shall ensure that the master Location Group enabled by Vodafone is not amended at any time; and
  - (c) Customer shall ensure that the VSDM Software is loaded onto supported hardware configurations as defined by Vodafone and the Third Party Provider.
- 5.3 Vodafone shall only provide support in relation to Customer's server if the VSDM Software was installed by Vodafone and/or the Third Party Provider, or if Vodafone has health-checked the server and agreed to support it.
- 5.4 Customer shall permit Vodafone or its representatives to review Customer's records and inspect Customer's facilities as reasonably necessary to ensure compliance with these Service Terms. Vodafone shall give Customer at least five (5) days advanced notice of any such inspection and shall conduct the same during normal business hours in a manner that does not unreasonably interfere with Customer's normal operations.
- 5.5 The Customer shall: (a) allow Vodafone reasonable access to its Approved Devices and server in order that Vodafone can make any relevant VSDM Software upgrades to the server; and (b) inform Vodafone of changes made to its server and systems which may impact delivery of the VSDM Service.
- 5.6 Customer shall be responsible for managing the configuration and application policies for all Approved Devices, via Vodafone's platform.

### 6. VSDM Software

- 6.1 Following the Commencement Date, Vodafone shall direct Customer to electronic links for the download of the VSDM Software.
- 6.2 Each VSDM Software Licence shall be between Customer and the Third Party Provider. In order to receive the VSDM Software Customer must accept the applicable VSDM Software Licence on behalf of its Users and Customer must ensure that its Users are aware of the terms of the applicable VSDM Software

Licence. Customer shall ensure that all Users perform the activation and registration process of the VSDM Software on each Approved Device that shall receive the VSDM Services.

- 6.3 Customer may receive updates to the VSDM Software during the Minimum Term as they become generally available. For the avoidance of doubt Vodafone shall be responsible for installing any such updates or new releases of the VSDM Software as reasonably practicable.
- 6.4 Customer shall comply, and shall ensure its Users comply, with the relevant VSDM Software Licence. Customer acknowledges that the VSDM Software Licence contains certain restrictions around the functionality and use of the VSDM Software. In the event Customer breaches any terms and conditions of this Agreement or the VSDM Software Licence, Vodafone or Third Party Supplier shall be entitled to terminate the VSDM Software Licence.
- 6.5 Customer is responsible for maintaining procedures external to the VSDM Software for reconstruction of lost or altered files, data, or programs to the extent it deems necessary, and for actually reconstructing any lost or altered files, data, or programs.
- 6.6 Customer shall provide and maintain all necessary hardware, software and the proper environment to operate the VSDM Software as specified in writing by Vodafone from time to time, including without limitation acquiring and maintaining the necessary system configuration, hardware, software and licences necessary to utilize the various capabilities of the VSDM Software. Neither Vodafone nor the Third Party Provider shall be responsible for any errors or defects in such hardware or software.
- 6.7 Vodafone or its licensor(s), as applicable, own all Intellectual Property Rights in and to the VSDM Software. Customer may not transfer, assign, sublicense, or otherwise distribute or enable a third party to use the VSDM Software or any part of it.
- 6.8 A Monthly Licence shall be required for each Approved Device provisioned by or for a User for access to the VSDM Software applicable to the Cloud service option and a Perpetual Licence shall be required for each Approved Device provisioned by or for a User for access to the VSDM Software applicable to the On Premise service option.
- 6.9 All warranties and liabilities in relation to the supply of the VSDM Software are set out in the VSDM Software Licence and, except as set out in Clause 5.1 above, Vodafone shall not be liable with respect to the VSDM Software provided under this Agreement.
- 6.10 Vodafone shall have no obligations or responsibilities of any kind hereunder with respect to problems caused in the use or functioning of the VSDM Software by any hardware or software product (including but not limited to operating systems, networks, and third party software) not supplied by Vodafone.
- 6.11 THE SOFTWARE IS SUPPLIED TO CUSTOMER "AS IS" AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, VODAFONE DISCLAIMS AND EXCLUDES ALL WARRANTIES, REPRESENTATIONS, CONDITIONS, TO SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE EITHER EXPRESS OR IMPLIED OR WHETHER ARISING BY STATUTE, COMMON LAW OR OTHERWISE AND VODAFONE AND ITS LICENSORS GIVE NO WARRANTY THAT THE SOFTWARE WILL BE ERROR-FREE OR THAT ANY ERRORS WILL BE CORRECTED OR THAT USE OF THE SOFTWARE WILL BE ACCURATE, UNINTERRUPTED OR RELIABLE.

### 7. Managed Support

- 7.1 Vodafone warrants that it shall provide the Managed Support Helpdesk with reasonable skill and care where a Managed Support option is selected by Customer in the Commercial Terms.
- 7.2 The Managed Support Helpdesk shall be responsible for providing technical support for general platform issues. The Managed Support Helpdesk shall pass on any standard account, device, SIM connectivity, order or general query requests not related to the VSDM Service to the Vodafone customer support teams as appropriate.
- 7.3 Customer shall raise all VSDM Managed Support Requests via the dedicated number provided to Customer by Vodafone.
- 7.4 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.
- 7.5 Upon receipt of a Managed Support Request, the Managed Support Helpdesk shall allocate an incident number and classify the Managed Support Request into one of the four categories set out in the following table:

Severity Category	Severity Definition
Critical – Priority 1	A condition causing total loss of the operation of the VSDM Service (loss of the platform or communication to the platform) and affects significant amount of Customer's Users for which no procedural workaround exists.
Serious – Priority 2	A high-impact problem which causes a partial loss of the VSDM Service and affects a significant amount of Customer's Users. This problem may be the loss of functionality for a large group of Users of the key device management functions of the VSDM Service, such as enrolling, locking/wiping and pushing/managing policies. The problem allows for a



	capacity to remain productive and maintain necessary business-level operations.
Medium – Priority 3	A medium to low impact problem that involves partial functionality loss which impairs some of the operations of the VSDM Service for multiple Users but allows Customer to continue to function. For example, a loss of functions such as reporting and management of the application catalogue. Or a condition causing total loss of the operation of the VSDM Service (loss of the platform or communication to the platform) which affects a single User or small number Users.
Low – Priority 4	General usage questions or comments regarding the VSDM Service and its functionality. There is no impact on the quality, performance or functionality of the VSDM Service which is within the reasonable control of Vodafone.

- (a) diagnose and ensure external components such as firewall, Network connectivity, server hardware/software, email and database servers are fully operational;
- (b) diagnose User accounts to ensure that they are enabled and correctly configured;
- (c) confirm whether other Users within the organisations are encountering similar incidents;
- (d) check device hardware is not faulty; including simple checks such as internet browser to confirm connectivity is available; and
- (e) validate that the User is authorised by Customer to receive the VSDM Services.

7.6 Upon the classification of the Managed Support Request via the Managed Support Helpdesk, Vodafone shall handle each Managed Support Request as set out in the following table in accordance with the level of Set-up selected in the Commercial Terms:

Managed Support Option	Foundation	Enhanced	Target
P1 Response Time	<4 Working Hours	<2 Working Hours	90% of Managed Support Requests handled within resolution and response times stated above.
P1** Resolution Time	<12 Working Hours	<8 Working Hours	
P2 Response Time	<8 Working Hours	<4 Working Hours	
P2** Resolution Time	<24 Working Hours	<16 Working Hours	
P3 Response Time	<2 Business Days	<1 Business Day	
P3 Resolution Time	<15 Business Days	<10 Business Days	
P4 Response Time	<5 Business Days	<2 Business Days	
P4 Resolution Time	<30 Business Days	<20 Business Days	

\*\* P1 & P2 Resolution Times shall be available for the Cloud service only.

7.7 The Service Levels shall apply to all Managed Support Requests received during Managed Support Working Hours only. Where a Managed Support Request is received outside of Managed Support Working Hours, the service level shall begin at the start of the Managed Support Working Hours on the next Business Day. Vodafone shall use all reasonable efforts to resolve Managed Support Requests for incidents allocated to priority 1 and 2 outside of Managed Support Working Hours via the Vodafone technical customer support helpdesk.

7.8 Subject to the service levels in Clauses 7.5 and 7.6 of these Service Terms, Vodafone shall use reasonable efforts to resolve and respond to Managed Support Requests to the Target. Vodafone shall work to diligently resolve faults within the specified resolution times as set out within these Service Terms. The target resolution times may be affected if the reported problem involves any third-party software, equipment or services or any Force Majeure Event.

7.9 Customer shall fully co-operate with Vodafone and/or its suppliers at all times in a timely manner in order to fully close any Managed Support Requests. If Customer does not fully co-operate with Vodafone and/or its suppliers or otherwise is in breach of the Agreement, the service levels as set out Clauses 7.5 and 7.6 of these Service Terms shall not apply.

7.10 Where Vodafone is unable to close down a Managed Support Request due to reasons outside Vodafone's control Vodafone shall notify Customer with reasons for the lack of closure and shall suspend the Managed Support Request until the Parties agree that the affecting issue has been resolved and the Managed Support Request can re-commence.

7.11 Vodafone shall provide support to Customer's IT helpdesk in accordance with this Clause 7, and in relation to support for end-to-end connectivity relating to the VSDM Services including:

- (a) Approved Device client VSDM Software;
- (b) Network connectivity issues between the Vodafone Secure Device Manager client and the platform;
- (c) Approved Device issues related to the VSDM Service including connectivity configuration support (excluding Wi-Fi); and
- (d) checking that a SIM is activated and has the correct Access Point Names associated to connect to the service.

7.12 When raising a request to the Managed Support Helpdesk, Customer's IT Helpdesk shall provide the following information to Vodafone:

- (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.

7.13 When raising an incident to the Managed Support Helpdesk, Customer's IT Helpdesk shall carry out the following activities:

7.14 Managed Support Request shall only be closed by the agreement of the Customer contact nominated when the Managed Support Request was made.

7.15 Where reasonably required to do so by Vodafone or as agreed between the Parties, Vodafone shall pass Managed Support Requests to the Third Party Provider. If Vodafone has passed a request to the Third Party Provider, the Third Party Provider may communicate directly with Customer, as it reasonably requires.

7.16 Customer may receive requests to supply server and client logs for the purpose of diagnostics and general support from Vodafone or the Third Party Provider. Customer acknowledges that the provision of such information by it may be critical to allow Vodafone or the Third Party Provider to provide effective support.

7.17 As part of the technical audit within the Set-up phase Vodafone may need to copy server logs and related information (such as quantity of devices) to ensure the server is compatible with Vodafone's support criteria.

7.18 Customer shall fully co-operate with Vodafone and/or the Third Party Provider (as applicable) at all times in order to close down any Managed Support Requests.

7.19 Vodafone shall be entitled to request Customer satisfaction surveys from time-to-time, based on the closure of Managed Support Requests. The results of the survey shall be used only for the improvement of the VSDM Service.

### 8. Termination

8.1 Vodafone shall be entitled to terminate the VSDM Service upon 30 days written notice to Customer where Vodafone's agreement with the Third Party Supplier terminated.

8.2 Except where Customer has paid for a Perpetual Licence, upon termination of the VSDM Services, Customer shall delete and dispose of all VSDM Software and materials provided to Customer by Vodafone or Third Party Provider in order to prevent further use of the Services as requested by Vodafone.



### Appendix 1

#### 1. Processing of User Personal Data

1.1. Vodafone may only Process User Personal Data for the purposes of providing, supporting and monitoring the provision of the Service. Customer's prior written consent and additional instructions are required for any other purpose.

#### 2. Use of de-identified data

2.1. Vodafone may use User Personal Data to create statistical data and information about service usage and devices that does not identify a User.

#### 3. Disclosure of User Personal Data

3.1. Customer agrees that Vodafone may engage another processor (a "Sub-Processor") to carry out processing activities in the provision of the Services or to fulfil certain obligations of Vodafone under the Service Agreement. In the event of the addition of a new Sub-Processor or replacement of an existing Sub-Processor in respect of such processing activities, and where Vodafone is required by Applicable Privacy Law to inform the Customer of those changes Vodafone will either (a) give the Customer at least ten (10) Working Days' prior notice, or (b) list the new or replacement Sub-Processor on an applicable Vodafone website at least ten (10) Working Days before Vodafone authorises and permits the new or replacement Sub-Processor access to User Personal Data in order to give the Customer the opportunity to reasonably object to such changes during such notice period.

3.2. Where Vodafone authorises a Sub-Processor as described in Clause 3.1 above, Vodafone will enter into a contract or other legal act with the Sub-Processor and will impose upon the Sub-Processor substantially the same legal obligations as under this Appendix to the extent required by Applicable Privacy Law and that the Sub-Processor is carrying out the relevant processing activities. Where the Sub-Processor fails to fulfil its data protection obligations under such contract or legal act, Vodafone shall remain liable to the Customer for the performance of that Sub-Processor's obligations.

#### 4. Retention of User Personal Data

4.1. Vodafone may retain the User Personal Data for as long as is required to deliver the Service.

4.2. Upon termination of the relevant Services, Vodafone shall (except as required otherwise by Applicable Law) destroy or return (at Customer's option) User Personal Data in its possession.

4.3. If Customer opts for Vodafone to retain User Personal Data post termination, the Parties shall enter in a Service Agreement for hosting.

#### 5. Access to User Personal Data

5.1. Vodafone shall limit access to User Personal Data to those Authorised Persons as necessary to meet Vodafone's obligations in relation to the Service and to such part or parts of the User Personal Data as are strictly necessary for the performance of that Authorised Person's duties.

5.2. Vodafone shall take reasonable steps to ensure the reliability of any of its Authorised Persons who have access to the User Personal Data and will make sure that all Authorised Persons: (i) have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality; (ii) are trained in Vodafone's policies relating to handling User Personal Data; and (iii) do not process User Personal Data except in line with the instructions from the Customer, unless it is required to do so by Applicable Law.

#### 6. Security

6.1. Vodafone shall:

6.1.1. taking into account the state of the art, the cost of implementation and the nature, scope, context and purposes of processing as well as risk of varying likelihood and severity of the rights and freedoms of Users: (i) provide appropriate technical and organizational measures for a level of security appropriate to the risks that are presented by processing, in particular from accidental or unlawful loss, destruction, alteration or unauthorised disclosure of or access to User Personal Data transmitted, stored or otherwise processed pursuant to the relevant Service; and (ii) comply with the security requirements contained in the Vodafone Information Security policies based on ISO 27001;

6.1.2. taking into account the nature of the processing and the information available to Vodafone in respect of any of the following:

- provide the Customer with such information, assistance and co-operation as Customer may reasonably require to establish compliance with the security measures contained in the Applicable Privacy Law;
- without undue delay notify Customer of any unauthorised access to User Personal Data of which Vodafone becomes aware, which results in loss, unauthorised disclosure or alteration to the User Personal Data. Furthermore, Vodafone shall provide reasonable assistance to Customer in relation to any personal data breach notification which the Customer is required to make under Applicable Privacy Law;
- where required by Applicable Privacy Law and requested by the Customer (prior to the processing), Vodafone shall provide the Customer reasonable assistance to carry out a privacy impact assessment of the Services and any prior consultation of the relevant supervisory authority as required by Applicable Privacy

Law.

#### 7. Cooperation in demonstrating compliance

7.1. With respect to any right of audit, including inspections, which the Customer may have under Applicable Privacy Law relating to data protection, the Customer agrees to exercise such right as follows:

If required by the Customer and no more frequently than once in every year after the date of signature of the relevant Services Agreement, the Customer may, if it so requires, request to meet (on a mutually acceptable date) with one or more senior representatives of Vodafone's security and/or audit department to review Vodafone's security organization and the best practice and industry standards which Vodafone meets or to which it aspires, including, without limitation, ISO 27001 (or such alternatives that are substantially equivalent to ISO 27001), provided that such audit shall relate to the Services only. If the Transfer Contract Clauses apply, nothing in this Clause 7.1 amends or varies those standard clauses nor affects any data subject or supervisory authority's rights under those clauses.

7.2. With respect to Clauses 7.1 above, Vodafone shall inform the Customer if, in its opinion any instruction from the Customer infringes Applicable Privacy Law. Notwithstanding the foregoing, the Customer shall remain responsible for ensuring its instructions comply with Applicable Privacy Law.

7.3. The Customer is responsible for reviewing the information made available by Vodafone and making an independent determination if the Services meet the Customer's requirements and legal obligations as well as its obligations under this Appendix.

#### 8. Transfer of User Personal Data out of the EEA

8.1. Vodafone may transfer User Personal Data to countries outside the European Economic Area only to the extent that:

- User Personal Data is transferred to a territory outside the European Economic Area on terms substantially in accordance with the Transfer Contract Clauses for the transfer of Personal Data to processors established in third countries;
- that the transfer of User Personal Data does not put any member of Customer Group in breach of its obligations under Applicable Privacy Law; or
- it is required to do so by Union or Member State law to which it is subject; in such a case, Vodafone shall inform the Customer of that legal requirement before processing, unless that law prohibits such information.

#### 9. Law enforcement authorities

9.1. Vodafone: (i) may receive legally binding demands from a law enforcement authority for the disclosure of, or other assistance in respect of, User Personal Data, or be required by applicable law including court order, warrant, or subpoena to disclose User Personal Data to persons other than Customer; (ii) will not be in breach of its obligation to Customer in complying with such obligations to the extent legally bound; and (iii) shall notify Customer as soon as reasonably possible of any such demand unless otherwise prohibited.

#### 10. Enquiries from Users

10.1. Vodafone shall, where the Customer is required under Applicable Privacy Law to respond to enquiries or communications (including subject access requests) from Users and taking into account the nature of the processing:

- without undue delay pass on to Customer any enquiries or communications (including subject access requests) that Vodafone receives from Users relating to their User Personal Data or its Processing; and
- assist the Customer by appropriate technical and organizational measures, insofar as this is possible in the Customer's fulfilment of those obligations under Applicable Privacy Law.

#### 11. Definitions

- Applicable Privacy Law** means Applicable Law applicable to the Processing of Personal Data under the Agreement, including the GDPR when relevant and in full force and effect.
- Authorised Person** means any director, officer, employee, sub-contractor or adviser of a Party or of any company within such Party's group being either the Vodafone Group or Customer Group.
- Data Controller** means the person that determines the purposes and means for which data is Processed;
- Data Processor** means the person that Processes data on behalf of the Data Controller.
- GDPR** means General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.
- Privacy Authority** means the relevant statutory or supervisory authority with responsibility for the Applicable Privacy Law in the jurisdiction of the Data Controller.
- Process/Processed/Processing** means obtaining, recording or holding information or data or carrying out any operation or set of operations on it.
- Transfer Contract Clauses** means the model contract clauses set out in the European Commission's Decision of 5 February 2010 on standard contractual clauses for the transfer of Personal Data to data-processors established in third countries, under the Directive 95/46/EC on the protection of individuals with



regard to the processing of personal data and on the free movement of such data as may be amended or replaced by the European Commission from time to time.

11.9. **User Personal Data** means any information that relates to an identified or identifiable User.

### 12. Interpretation

12.1. Any reference to "Vodafone may" in this Appendix is deemed to constitute: (i) a specific acknowledgement and authorisation on the part of Customer as required by Applicable Law; and (ii) permission for Vodafone's lawfully appointed sub-processors to do likewise (for whose acts and omissions Vodafone remains responsible).