

# Service Specific Terms



## Vodafone Meet Anywhere Service

Enterprise Customers

### 1. The Service – Overview

- 1.1 The Vodafone Meet Anywhere (Audio/Web Conferencing) service (the “**Meet Anywhere Service**”) is an audio and web conferencing service using Vodafone's wide area network accessed from Customer's devices. The term “**Service**” or “**Services**” in these Service Specific Terms means the Meet Anywhere Service.

### 2. Service Term Structure

- 2.1 These Service Specific Terms include:

- (a) the service specification, which sets out a description of the Service, including optional Service Elements, complementary Services (where applicable), and may be updated from time to time (the “**Service Specification**”). The specific Service Elements selected by Customer will be set out in the Commercial Terms and/or Order;
- (b) the service levels, which set out the standards that will be applied to the provision of the Service (the “**Service Levels**”);
- (c) the Technical Prerequisites; and
- (d) the Third Party Provider User License Terms

- 2.2 The following documents further govern Vodafone's supply of the Service and form part of the Agreement, applying in the order of precedence set out in the General Terms:

- (a) the Commercial Terms;
- (b) the General Terms;
- (c) the Fixed Service Terms;
- (d) the Order, which confirms the Service Elements selected by/for Customer; and
- (e) any applicable policies and guidelines, as provided from time to time by Vodafone.

### 3. The Service and Equipment

- 3.1 The Meet Anywhere Service (the “**Service**” or “**Services**”) is an audio and web conferencing service using Vodafone's wide area network accessed from Customer's devices.
- 3.2 The Service comprises required core Service Elements and may also include optional Service Elements selected by Customer both of which shall be set out in the Commercial Terms and/or Order.
- 3.3 If applicable, Customer Equipment required for use of the Service will be identified in these Service Specific Terms or shall be advised by Vodafone.
- 3.4 Following the Agreement Start Date, Vodafone may complete any necessary preparatory works which may include reserving network capacity and components, entering into Third Party Provider contracts and ordering Equipment.
- 3.5 The Service will be subject to engagement by Vodafone with a Third Party Provider responsible for implementation before the Service is ready for use. The Third Party Provider shall notify Customer that the Service is available and ready for use (“**Service Commencement Date**”). The Parties agree that the Service Commencement Date is within the control of the Third Party Provider and not Vodafone.

### 4. Service Specific Conditions of Use

- 4.1 **PSTN Connection:** Customer shall not (and shall ensure that its Users shall not) connect or seek to connect the Services to the public switched telecommunications network (“**PSTN**”) other than in accordance with Applicable Law.
- 4.2 **Third Party Provider:** Where required by Applicable Law, the Services may be provided in a given country by a Third Party Provider which has the necessary authority to provide the Services. Customer shall be aware that in certain geographic locations, Vodafone will provide the Services through the use of a local Third Party Provider.

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### 4.3 **Customer Responsibilities:** Customer shall:

- (a) provide training and guidance to Users so as to enable the Service to be provided to Customer in accordance with this Agreement;
- (b) prior to reporting a suspected Incident to Vodafone, use all reasonable endeavours to ensure that the Incident has not arisen as a result of any matter that is not Vodafone's responsibility under this Agreement; and
- (c) obtain any Third Party Provider licenses for software or services which are necessary to use the Services.

## 5. Data Protection

5.1 Clause 13 of the General Terms apply.

5.2 Vodafone shall act as Data Controller save where Vodafone is hosting recordings on behalf of Customer, where Vodafone shall act as Data Processor for those recordings only and the following clauses shall apply:

- (a) Vodafone (and their subcontractors):
  - (i) may Process User Personal Data for:
    - (A) provision and monitoring of the Service; or
    - (B) any other purpose agreed between the parties subject to Customer's prior written consent. Additional instructions require prior written agreement and may be subject to Charges. Customer shall ensure that its instructions comply with Applicable Laws.
  - (ii) may use User Personal Data to create statistical data and information about service usage and devices that does not identify a User.
  - (iii) 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 Agreement. Vodafone shall inform the Customer of changes to Sub-Processors where Vodafone is required by Applicable Privacy Law by
    - (A) providing at least ten (10) Working Days' prior notice, or
    - (B) listing the new or replacement Sub-Processor on [www.vodafone.co.uk](http://www.vodafone.co.uk) 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. 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 clause 6 to the extent required by Applicable Privacy Law and that the Sub-Processor is carrying out the relevant processing activities. Vodafone shall remain liable to the Customer for the performance of that Sub-Processor's obligations.
  - (iv) may retain the User Personal Data for as long as is required to deliver the Service and shall destroy or return (at Customer's option) User Personal Data in its possession upon termination of the Agreement, save where Customer opts for Vodafone to retain User Personal Data subject to a new hosting agreement.
  - (v) shall limit access to User Personal Data to those necessary to meet Vodafone's obligations in relation to the Service and take reasonable steps to ensure that they:
    - (A) are under an appropriate statutory obligation of confidentiality;
    - (B) are trained in Vodafone's policies relating to handling User Personal Data; and

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- (C) do not process User Personal Data except in accordance with the Customer's instructions unless required to do so by Applicable Law.
  - (vi) Shall
    - (A) provide appropriate technical and organisational measures for a level of security appropriate to the risks that are presented by Processing; and
    - (B) comply with the security requirements contained in the Vodafone information security policies based on ISO 27001;
  - (vii) Shall
    - (A) provide Customer with such information, assistance and co-operation as Customer may reasonably require to establish compliance with Applicable Privacy Law including any personal data breach notification;
    - (B) 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; and
    - (C) where required by Applicable Privacy Law and requested by the Customer (prior to the processing), provide the Customer reasonable assistance to carry out a privacy impact assessment of the Services and any prior consultation of the relevant supervisory authority.
- 5.3 **Audit:** Customer shall with respect to any right of audit, including inspections, which they may have under Applicable Privacy Law relating to data protection, agree to exercise such right as follows:
  - (a) no more than once per annum following the Agreement Start Date, 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 organisation and the best practice and industry standards which Vodafone meets or to which it aspires, including, without limitation, ISO 27001 (or equivalent), provided that such audit shall relate to the Services only. If the Transfer Contract Clauses apply (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), nothing in this clause 6.3 amends or varies those standard clauses nor affects any data subject or supervisory authority's rights under those clauses; and
  - (b) be 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 clause 6.
- 5.4 **Transfer of User Personal Data out of the EEA:** Vodafone may transfer User Personal Data to countries outside the European Economic Area only to the extent that
  - (a) User Personal Data is transferred on terms in accordance with the Transfer Contract Clauses for the transfer of Personal Data to processors established in third countries;
  - (b) 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
  - (c) 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.
- 5.5 **Law enforcement authorities: Vodafone:**

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- (a) 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 to disclose User Personal Data to persons other than Customer;
  - (b) will not be in breach of its obligation to Customer in complying with such obligations to the extent legally bound; and
  - (c) shall notify Customer as soon as reasonably possible of any such demand unless otherwise prohibited.
- 5.6 **Enquiries from Users:** 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
- (a) 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
  - (b) assist the Customer by appropriate technical and organisational measures, insofar as this is possible in the Customer's fulfilment of those obligations under Applicable Privacy Law.

# Vodafone Meet Anywhere Service

## Service Specification

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[NOTE: SERVICE SPECIFICATION AVAILABLE ON REQUEST]



## Service Levels

### Enterprise Customers

#### 1. Incident Management

- 1.1 Vodafone shall carry out Incident management as part of the Service which aims to restore service operation to within applicable agreed Service Levels and minimise the adverse impact of the Incident on the Customer's business operations.
- 1.2 Customer shall appoint primary and secondary points of contact responsible for reporting and progressing Incidents.
- 1.3 Customer may report an Incident through Customer Service Centre operated by Vodafone on a 24/7 basis (or as otherwise agreed between the Parties) by following Vodafone's Incident reporting process after having conducted appropriate investigations to establish its cause before reporting an Incident, including all initial troubleshooting activities previously specified by Vodafone.
  - (a) In such instance, Customer shall:
    - (i) provide Vodafone with Incident Information (as defined below);
    - (ii) reimburse Vodafone for reasonable expenses associated with a Customer Site visit where the Incident is found by Vodafone to be unrelated to the Services;
    - (iii) permit Vodafone to interrupt the Services at the Customer Site to resolve a Severity Level 1 Incident (failing which it shall be downgraded to a Severity Level 2 Incident); and
    - (iv) whenever possible, give Vodafone 10 calendar days' notice of any event (including building work necessitating disconnection of power) that will disrupt the Service.
  - (b) **"Incident Information"** shall include:
    - (i) Customer name and full contact details;
    - (ii) the physical location(s) of the Incident;
    - (iii) the Customer Sites affected by the Incident (if relevant);
    - (iv) relevant identifiers such as website, IP address, and hardware reference;
    - (v) details of circuit reference numbers, Services provided at the Customer Site, status of the physical connections to the router, and status of the power supply;
    - (vi) confirmation that a re-start of the router has been attempted; and
    - (vii) any other details that may be relevant to diagnosis of the Incident (including symptoms, events or actions leading up to the Incident, any tests carried out in attempting to isolate the problem, and any environmental conditions that may be causing the Incident) as may be reasonably be requested.
  - (c) Customer shall procure such co-operation from Users and from any of its third party providers as is reasonably requested by Vodafone to assist in the management of Incidents.
- 1.4 Vodafone shall:
  - (a) raise a Trouble Ticket,
  - (b) track the Trouble Ticket through to closure;
  - (c) categorise the Severity Level of the Incident;
  - (d) keep a record of the Incident;
  - (e) investigate and carry out diagnostic activities; and
  - (f) where possible, resolve the Incident.
- 1.5 An Incident shall be deemed to:
  - (a) commence when Vodafone raises a Trouble Ticket; and
  - (b) end when Vodafone advises Incident resolution. Customer will be deemed to have been advised if Vodafone has made reasonable attempts to contact Customer.



## Service Levels

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- 1.6 It may be necessary for a temporary interruption in service from time to time for Vodafone to carry out essential maintenance or network upgrades to the Service and/or equipment (an “**Outage**” or “**Outages**”). Vodafone will use reasonable endeavours:
- (a) to give Customer as much notice as reasonably possible of any Outage, which will affect the availability of the Service; and
  - (b) to minimise the number of Outages and any subsequent disruption to Customer. Customer is responsible for notifying its Users, customers or third party providers of any Outage.

### 2. Severity Levels of Incidents and Incident Resolution Time

Severity Level	Severity Level Definition	Target Incident Resolution Time
1	An Incident causing total loss of service or severe degradation of quality rendering the Service unusable to the entire Customer or business critical site locations (e.g. contact centres)	98.5% of Incidents resolved within 2 hours of notification
2	An Incident causing 1) serious degradation of quality of Service or loss of Service to non-business critical site or function or 2) partial loss of Service to business critical site / function leading.	95% of Incidents resolved within 2 hours of notification
3	An Incident causing 1) partial loss of service / degradation of quality for multiple Users or 2) single User with total loss of service / unusable service.	95% of Incidents resolved within 5 Business Days of notification
4	An Incident causing partial loss of service / loss of functionality for a single User.	Reasonable Endeavours

The percentage calculation of Target Incident Resolution Time is based on the Incidents logged by Vodafone within the Annual Measurement Period.

### 3. Service Level

Service	Description	Target Service Availability (Percentage or P)
Reservationless-Plus Platform	Availability of the Reservationless-Plus platform	99.99%
Cisco WebEx	Availability of the Cisco WebEx platform	99.5%
P	= [(A – B) x 100%]/A	
A	number of whole minutes in the relevant Annual Measurement Period	
B	number of whole minutes during which the relevant Service is unavailable in the Annual Measurement Period, excluding time where the Service is unavailable due to an Excluded Event.	
<p>The calculation of service availability is based on the Incidents logged by Vodafone within the Annual Measurement Period.</p> <p>Periods of unavailability caused by Excluded Events will not be included in the service availability calculation.</p>		

# Vodafone Meet Anywhere Service



## Technical Prerequisites

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In order to receive the Service, Customer must have the minimum network requirements (as specified by the Third Party Provider) set out below and as may be amended from time to time.

<https://www.westuc.com/files/article/download/um5-system-requirements-en-sg.pdf>

<https://help.webex.com/docs/DOC-4748>



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## Third Party Provider User License Terms

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Should Customer wish to order any Cisco Webex, Customer will need to agree additional terms and conditions (including any Third Part Provider User Licence Terms as set out herein.

### 1. Cisco WebEx.

The access and use of Cisco WebEx is governed by the Terms of Use and Private Policy set forth at [http://www.cisco.com/c/dam/en\\_us/about/doing\\_business/legal/docs/universal-cloud-agreement.pdf](http://www.cisco.com/c/dam/en_us/about/doing_business/legal/docs/universal-cloud-agreement.pdf) and <http://www.cisco.com/c/en/us/about/legal/end-user-license-and-cloud-terms/cloud-services-acceptable-use-policy.html> as may be amended from time to time.

### 2. Responsibility for accounts.

Customer shall maintain the confidentiality of the applicable Customer and User accounts, owner numbers, conference codes, passwords and personal identification numbers used in conjunction with the Services. Customer shall, as soon as reasonably possible, notify Vodafone of any unauthorized use of, as applicable, Customer's or User account of which Customer becomes aware.

### 3. Responsibility for content of communications and message delivery services.

Customer is solely responsible for all content of all communications (visual, written or audible) on the applicable account communicated via the Services using the applicable account. Customer shall comply with all Applicable Laws, rules and regulations relating to such content whilst using the Services and shall not transmit any communication that violates any such law, rule, or regulation. Although Vodafone is not responsible for any such communications, Vodafone may suspend or delete any such communications which do not comply with the requirements of this clause of which they become aware, at any time without notice.

### 4. Use of the conference recording feature or taping.

Any use of the Services by Customer may subject Customer to laws or regulations relating to any such conference recording feature or taping. Customer is solely responsible for and obligated to provide any required notification to participants prior to commencement of said conference that this is a 'recorded session' as required by any such law or regulation.

### 5. Messages.

If a Customer uses the Services to send email, phone, text, SMS, or other messages ("Messages") to any recipients, as a condition for using such Services, Customer agrees:

- (a) that it shall not make any automated outdials to induce the purchase of goods or services or to solicit a charitable contribution; and
- (b) it has the legal right to send any such Messages to any recipients (including obtaining any required consents from such recipients) and the content, timing and purpose of all Messages, campaigns and programs are in compliance with all applicable laws, rules and regulations; and
- (c) that Customer is the sender of all Messages.

### 6. Provision for Free-phone and toll free services.

Vodafone will maintain for the use of Customer and its Users a permanent free-phone toll free number(s) for use in accessing and utilising the Services. Vodafone reserves the right to reclaim any dial-in numbers provided to Customer or its Users for Services ("**Dial-In Numbers**") if such Dial-In Numbers are "inactive" for 180 days. The term "inactive" is defined as no usage on a specific number/service and no upcoming reservations scheduled for such number/service. The Dial-In Numbers will be reassigned to Customer or its Users, upon request, in Vodafone's sole discretion only if such Dial-In Numbers continue to be available, otherwise, Customer or its Users will be provided new Dial-In Numbers. Unless otherwise requested by Customer, the aforesaid statement regarding reclaiming Dial-In Numbers shall not be included in any 'welcome' emails which are sent by Vodafone to Customers and Users.



## Definitions

### Enterprise Customers

The following definitions are applicable to the Services:

<b>Annual Measurement Period</b>	The period of twelve months from the Agreed Delivery Date or each anniversary of the Agreed Delivery Date thereafter (or a period of twelve months as otherwise agreed between the Parties).
<b>Customer Service Centre</b>	Vodafone's dedicated service for managing Incidents. The contact details for Customer Service Centre vary from service to service and from customer to customer, Vodafone will provide Customer with Customer Service Centre contact details that are relevant to Customer's Services.
<b>Excluded Events</b>	Any of the following: (a) a fault or incident with any other Vodafone service purchased under separate Service Specific Terms; (b) a fault or incident in, or any other problem associated with, non-Vodafone-supplied power, any Customer equipment, non-maintained structured cabling or other telecommunications systems not operated or provided by Vodafone; (c) the fault or incident caused by Customer's negligence, act or omission or that of any third-party not within Vodafone's direct control; (d) Customer not performing or a delay in performing any of the Customer Obligations or conditions of use; (e) Service suspension or a Force Majeure event in accordance with the General Terms; (f) an Outage; (g) any degradation of performance that is caused by, or for any fault that occurs as a result of, or in connection with, technical limitations beyond Vodafone's control; (h) a fault or incident caused by failure at any other Customer Site; or (i) any other circumstances caused by events for which Vodafone is not liable in accordance with the terms of the Agreement.
<b>Incident</b>	Any fault, incident or problem which affects the Service provided to Customer, excluding any fault, incident or problem with any other Vodafone service purchased under separate Service Specific Terms.
<b>Service Level(s)</b>	The service levels which apply to the provision of the Service as set out in the Service Levels.
<b>Severity Level</b>	A categorisation of the severity of an Incident as determined by Vodafone in Vodafone's discretion.
<b>Transfer Contract Clauses</b>	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.
<b>Trouble Ticket</b>	A record of an Incident with a unique reference allocated to it which shall be used for all subsequent updates and communications.