

# Service Specific Terms

## Vodafone Smart Camera Service



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### 1. The Service - Overview

- 1.1 The Vodafone smart camera service (the "**Smart Camera Service**") enables remote management through Vodafone's IoT managed connectivity of the supplied Cameras and the monitoring, collection and management of images captured by those Cameras using the Hosted Service Platform. The term "**Service**" or "**Services**" in these Service Specific Terms means the Smart Camera 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 and may be updated from time to time (the "**Service Specification**").
- (b) the service levels which set out the standards that will be applied to the provision of the Service (the "**Service Levels**").

- 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 set out [www.vodafone.co.uk/terms](http://www.vodafone.co.uk/terms);
- (d) the Order, which confirms the Service Elements selected by/for Customer;
- (e) Statement of Work; and
- (f) any applicable policies and guidelines, as provided from time to time by Vodafone

### 3. The Service and Equipment

- 3.1 **Service Elements:** The Service comprises required Core Service Elements and may also include Optional Service Elements (as described in the Service Specification) selected by Customer, both of which shall be set out in the Commercial Terms and/or Order.

#### 3.2 **Equipment:**

- (a) The Commercial Terms and/or Order will identify which Equipment, if any, Vodafone will supply to the Customer and which of such Equipment will be purchased by Customer. Associated Charges shall be set out in the Commercial Terms and/or Order.
- (b) Save where expressed otherwise, Customer will be required to provide its own servers and systems through which to access the Services and Equipment, in accordance with any specifications provided by Vodafone ("**Customer Systems**"). Vodafone is not responsible for the provision of Customer Systems and Customer will implement such systems itself as a pre-condition to the provision of the Services. Other Customer Equipment required for use of the Service may include an internet connected device to view the hosted service.
- (c) After sale to Customer, the Equipment becomes "**Customer Equipment**" under these Service Specific Terms. Once title to the Equipment is transferred to Customer, Customer may resell, distribute, provide or sub-license the Equipment (excluding the SIM) to any third party as long as Customer complies with its obligations for Customer Equipment under the Agreement and the OEM licence terms.

#### 3.3 **Equipment Warranty and Returns:**

- (a) Except where expressly set out otherwise in the Agreement, Vodafone shall provide a 12-month warranty from the date the Equipment is delivered to Customer ("**Warranty Period**").
- (b) Vodafone will pass on the benefit of any warranties that Vodafone obtains from the manufacturer of any Equipment sold by Vodafone to Customer; however, Vodafone does not assign any of its rights or appoint Customer to act on Vodafone's behalf. If the Equipment fails to meet OEM specifications for reasons

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unconnected with Customer's or any User's acts, omissions or misuse (including failure to follow the OEM's guidelines) within the Equipment warranty period, Customer may notify the OEM. As stated in the relevant OEM's warranty, the OEM may either repair or replace the faulty Equipment at its discretion. This clause states Customer's sole remedy for faulty Equipment.

- (c) If Customer wishes to return Equipment after delivery it must follow the OEM's return process and pay return shipping charges. Vodafone does not accept any Equipment returns.

### 3.4 Import Obligations:

- (a) If Vodafone delivers Equipment to Customer from outside the country of delivery, the Customer:
  - (i) confirms that the Equipment will be shipped to the Customer DAP. "**DAP**" means "delivered at place" as defined by the International Chamber of Commerce's Incoterms 2010;
  - (ii) title to the Equipment (excluding Software) passes to Customer at the shipping point;
  - (iii) will be the importer of record into the country of delivery;
  - (iv) will carry out all customs formalities and pay any import duties required to import the Equipment into the country of delivery;
  - (v) will carry out any other obligations which may fall to the importer of record including, if applicable, the payment of any copyright levies and all other charges which are the responsibility of the importer of record; and
  - (vi) where part of Applicable Law, will be responsible for the proper recording, treatment and disposal of Equipment and compliance with the environmental directives or any similar local legislation.
- (b) The use, export, and/or import of certain Equipment are subject to Applicable Laws ("**Regulated Items**"). Customer must only deploy, export, import, and/or disclose Regulated Items in strict compliance with all Applicable Laws, and specifically Applicable Laws regarding encryption. If Applicable Law prohibits the export, re-export, import, and/or use of a Regulated Item in certain jurisdictions, that prohibition may preclude the use of the Service in those jurisdictions.

### 3.5 Intellectual Property Rights ("IPR"):

- (a) Vodafone does not own the IPR in the Equipment. Vodafone grants no license to use any IPR in the Equipment, nor will Vodafone defend or indemnify Customer for any infringement claims connected to the Equipment. Vodafone and the OEM's aggregate liability under, or in connection with a claim for Equipment (whether in contract, tort (including negligence), breach of statutory duty, indemnity or otherwise) will not exceed the amount of the Charges paid or payable in respect of the Equipment that is the subject of the liability. This liability cap does not apply to non-payment of Charges.
- (b) Vodafone's liability to Customer for third party claims for infringement of IPR in the Equipment will not exceed the liability of the OEM or reseller to Vodafone.

## 4. Service Specific Conditions of Use

### 4.1 Technical Prerequisites: Customer shall:

- (i) provide Vodafone (including its subcontractors) all information and complete all forms reasonably required to set up the Service; and
- (ii) decide the location of Equipment (which Customer acknowledges must be in range of a Vodafone 2G or 3G bearer station, and meet relevant Data Privacy Obligations by design requirements); and
- (iii) ensure all valid permits, licenses, notices or consents to fix Equipment to its location or to use the Service are in place; and
- (iv) install Equipment (except where an Installation Service has been purchased); and
- (v) provide Internet connectivity to the Hosted Service Platform.

- 4.2 **Security of communications:** Vodafone shall exercise reasonable efforts to ensure the security of Customer's and Users' communications. However, for reasons beyond Vodafone's control, it does not promise or guarantee that communications will be completely secure.

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### 4.3 **Authorised Use:**

- (a) Customer shall use reasonable endeavours to ensure that SIMs are only used with Customer's authorisation and shall inform Vodafone as soon as is reasonably practicable after Customer becomes aware that a SIM is lost, stolen or damaged. Customer will be liable for any loss or damage suffered by Customer as a result of unauthorised use of SIMs (including due to loss or theft) up to the time that Customer has notified Vodafone that such SIM is being used without Customer's authorisation.
- (b) Customer must not sublicense, lease, rent, loan, disclose or otherwise transfer the SIM cards to any third party for any purpose. Customer can only use the SIM cards for the purposes of accessing the Smart Camera Service and not for any other purpose. Customer will only use the SIM cards with the Equipment and not with any other device or equipment. Customer is responsible for all use of the SIM cards. Failure to adhere to the obligations in this clause 4.3(b) shall be deemed an irremediable material breach of this Agreement entitling Vodafone to terminate the Agreement and associated Service(s) forthwith.

4.4 **Dynamic Updates:** Vodafone may send updates or upgrades to SIMs. If a User does not accept an update or upgrade, Vodafone may suspend or deactivate their SIM.

4.5 **Title:** Vodafone shall retain title to SIMs all times, however Vodafone grants Customer a licence to use the SIMs (including any software they contain) to the extent necessary to use the Services. Customer may disconnect SIMs by providing Vodafone 30 days' notice.

4.6 **Termination:** Upon expiry of the Minimum Term and any applicable Renewal Term(s) or upon any earlier termination, Customer shall return to Vodafone or destroy the SIMs, as requested by Vodafone.

4.7 **Interruption to Service:** Customer hereby acknowledges that the Network does not have guaranteed uninterrupted service availability. Customer agrees to defend, at its own expense, indemnify and hold harmless Vodafone and its subsidiaries, affiliates, directors, officers and employees (collectively, the "**Vodafone Indemnitees**"), from and against any and all claims, suits, damages or expenses asserted against or incurred by any of the Vodafone Indemnitees directly resulting from Customer's use of Services in a way that requires uninterrupted availability of the Networks and where interruption of a Network causes death, personal injury, physical injury or property damages.

4.8 **Designated Countries:** Customer warrants that it will only use the Equipment in countries in which the Equipment has been certified for use in accordance with Applicable Laws and not in any restricted list countries or individuals ("**Designated Countries**").

4.9 **Publishing results:** Customer shall not and shall ensure that its Customer Groups and Users shall not publish any results of any benchmark or performance tests of the SIMs, the Network, the Services, or any component thereof (such restriction shall not restrict Customer from publishing performance results as specifically related to the Customer's Equipment and not to the Service).

4.10 **Peer-to-peer communication:** Direct peer-to-peer communication between Equipment or between Equipment and any other device is not permitted.

4.11 **Customer Equipment:** Customer shall ensure that Customer Equipment is compliant with:

- (a) prevailing Global Certification Forum ("**GCF**") standards; and
- (b) local legal, statutory or regulatory requirements for each country or territory into which the devices are to be deployed. Customer shall exercise all reasonable efforts and implement necessary security controls to ensure the security of Users communications via Customer Equipment and related services.

### 4.12 **Service Management Framework.**

- (a) Vodafone will provide a detailed "**Management Operations Manual**" which will provide the business process design for logistics and support of the Services. The processes will be defined on a global level and then implemented locally by the Parties' service teams.
- (b) Vodafone may amend the Management Operations Manual from time to time in order to improve the Services for all customers. Vodafone shall provide Customer with an updated version of the Management Operations Manual.

### 4.13 **Software:**

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- (a) **License Grant:** Vodafone grants (or procures the grant of) to Customer a royalty free (except as set out in the Commercial Terms), non-exclusive, worldwide, non-transferable, non-sub licensable license to use the Software solely in connection with the Services and for Customer's own internal business purposes. The licence automatically expires on expiry or termination of the Service.
- (b) **Software Use:** Customer will not:
  - (i) except to the extent that applicable law requires a provider to give Customer permission to do so, directly or indirectly, reverse engineer, decompile or disassemble the Software in any manner;
  - (ii) copy, rent, lease, distribute, pledge, assign or otherwise transfer or encumber rights to the Software to any third party; or
  - (iii) remove any proprietary notices or labels from the Software. All Intellectual Property Rights in the Software, programming tools, methodology, reports, designs, drawings, diagrams, images and any other materials provided by Vodafone and/or its licensors remain the exclusive property of Vodafone and/or its licensors.
- (c) **Customer IP and right to use:** Customer retains all rights to intellectual property contained in or relating to the images and information that are captured by the Equipment ("**Customer IP**") and shall ensure the Customer IP does not break Applicable Laws or infringe the intellectual property or privacy rights of any third party. Customer grants Vodafone and its Third Party Provider a perpetual, irrevocable, royalty-free, world-wide licence to licence to use, reproduce, transfer, modify, adapt, and publish the Customer IP for the purpose of providing Customer with the Service (which shall include the back up of data relating to such Service).
- (d) **Software Updates and Fixes:** Vodafone may apply new releases of, or enhancements to the Software at any time as part of its ongoing development of the Service. In addition, Vodafone will make reasonable efforts to inform Customer of known issues affecting the operation of the Service and provide advice on how to fix such issues for example, by making changes to the configuration of Software or Equipment. Customer may apply fixes in its own time, but Vodafone is not liable for any fault affecting the Service that arises from a failure or delay in applying a fix.

#### 4.14 Hosted Service Platform:

- (a) **Authorised Users:** Access by Customer to the Hosted Service Platform is limited to authorised Users. Customer is responsible for:
  - (i) the security of the User Details;
  - (ii) providing Vodafone with the identity of the authorised Users (if requested) and keeping that information current; and
  - (iii) providing its Users with the means to connect to the Hosted Service Platform; and
  - (iv) its authorised Users' compliance with the Agreement and Applicable Privacy Law. Vodafone accepts no liability for any unauthorised or improper use or disclosure of any User Details. Customer is liable for all acts and omissions conducted using the User Details up until the time that it informs Vodafone that they are being used without authority or may be compromised.
- (b) **Additional Service Recipients:** If confirmed in an Order, Additional Service Recipients will receive their own access to the Hosted Service Platform and Customer remains liable for the acts or omissions of its Additional Service Recipients.

## 5. Logistics

- 5.1 **Instalments:** Vodafone may deliver Orders by instalments subject to prior agreement with Customer. Orders delivered by instalment may be invoiced and paid for separately. References in this Agreement to Orders shall, where applicable, be read as references to instalments.
- 5.2 **Delivery Failure:** If Customer fails to take delivery of an Order on the date agreed for delivery of such Equipment and accordingly the Service, then, except where such failure or delay is caused by Vodafone's failure to comply with its obligations under the Agreement:

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- (a) delivery of the Order shall be deemed to have been completed at 9.00am on the day delivery was attempted and Vodafone may start billing Recurring Charges; and
- (b) Vodafone shall store the Order until delivery takes place, and charge Customer for all related costs and expenses (including insurance).

### 6. Service Change Request Procedure

- 6.1 Subject to clause 11 of the General Terms, Customer may submit to Vodafone a change to the technical scope of the Services, standard service components or a new Project requested by Customer ("**Change Request**").
- 6.2 If Customer submits a Change Request following the Service Commencement Date:
  - (a) Vodafone will respond to this Change Request setting out areas impacted by the change and Charges for the change; and
  - (b) on receipt of Vodafone's response, Customer will confirm whether Customer wishes to progress with the Change Request or not.

### 7. Data Protection

- 7.1 Customer acknowledges that when acting as Data Controller they will be responsible for compliance with Applicable Privacy Law including notifying data subjects of the processing activity and ensuring there is a lawful basis for processing the data.
- 7.2 Where Vodafone acts as Data Processor for the Services the following clauses shall apply:
  - (a) Vodafone (and their subcontractors):
    - (i) may Process User Personal Data for:
      - (A) provision and monitoring of the Service as described within these Service Specific Terms; 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 Privacy 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. 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 8 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) will retain the User Personal Data in line with clause 7 or 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
      - (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

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- (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) (ii) 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) (iii) 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.
- 7.3 **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:
- (i) 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, nothing in this clause 7.3 amends or varies those Transfer Contract Clauses nor affects any data subject or supervisory authority's rights under those clauses; and
  - (ii) 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 this clause 7.
- 7.4 **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:
- (i) 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;
  - (ii) the transfer of User Personal Data does not put any Customer in breach of its obligations under Applicable Privacy Law; or
  - (iii) 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.
- 7.5 **Law enforcement authorities:** 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 Privacy Law 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.
- 7.6 **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

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- (i) 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
- (ii) 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.

7.7 **Lawful Instructions:** Customer will ensure that any instructions to Vodafone when acting as a Data Processor are lawful and shall indemnify and keep indemnified Vodafone in respect of all and any claims, proceedings or actions brought against Vodafone arising out of any breach by the Customer of their data protection obligations under Applicable Privacy Law.

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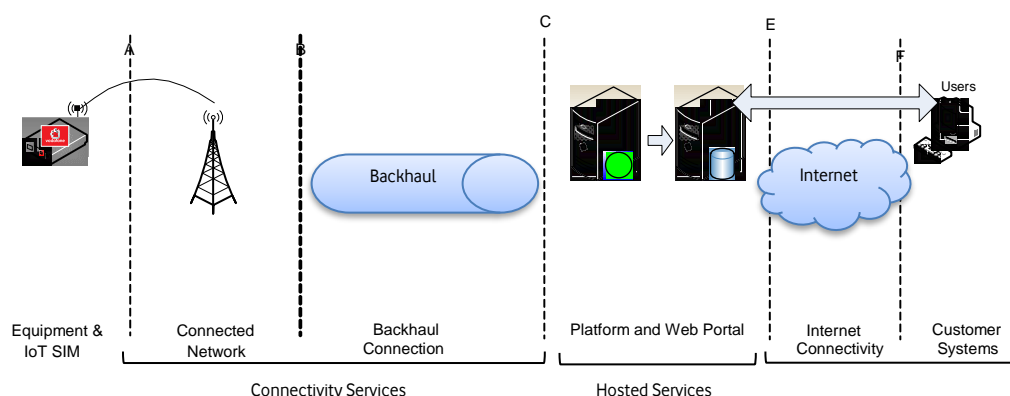


## Service Specification

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### 1. Service Elements

- 1.1 The Service comprises core Service Elements (“**Core Service Elements**”), and may also, when specifically set out in the Statement of Work, Commercial Terms and/or an Order, comprise additional service elements (“**Optional Service Elements**”).
- 1.2 **Core Service Elements:** The Core Service Elements comprise:
  - (a) SIM;
  - (b) Connectivity Services (set out in section 2.1 below);
  - (c) Hosted Service Platform; and
  - (d) Equipment
- 1.3 **Optional Service Elements:** The following Optional Service Elements are also available:
  - (a) Active Monitoring Service;
  - (b) Site Survey Services; and
  - (c) Installation and other Professional Services
- 1.4 The technical components of the Service (excluding the Customer asset) are illustrated below:



### 2. Core Service Elements

#### 2.1 SIM and Connectivity Services:

- (a) The specification of the SIMs is set out in the documents detailing the technical specification, packaging, and graphical personalisation of the SIM (“**M2M SIM Data Sheets**”).
- (b) Vodafone will provide Customer with the ability to use the Equipment on the Connected Networks.
- (c) Equipment will be able to establish communication to the Hosted Service Platform using the SIM, Connected Networks and other components of the Service.
- (d) The Equipment will establish packet data communications using a shared access point name (“**APN**”). The shared APN is an APN shared by several customers, permitting devices to establish predefined connections to the server over an IP network link, but traffic from one SIM cannot reach another SIM.





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- (e) SIMs (including those inserted into any Equipment) will be delivered in the inactive state. Inactive means the SIM is not recognised by the Network and therefore incapable of communication.
- (f) Upon request, Customer must return the SIMs to Vodafone in good condition when the Smart Camera Service ends.
- (g) The Connectivity Services involve the transmission of data from each SIM to a data services platform (the "**Connectivity Services**"). The transmitted data will be still images and other information captured by the Equipment. The still images and other information will then be available to the Customer from the Hosted Service Platform, enabling self-management by the Customer of monitoring and surveillance activities.
- (h) Vodafone shall use reasonable endeavours to provide the Customer with the Connectivity Services but due to the nature of mobile technology and factors such as location, elevation and atmospheric variables beyond Vodafone's reasonable control it is impossible to provide a fault free service and Vodafone shall have no liability for lack of coverage.
- (i) The Customer shall select a subscription plan from the Price Card for each camera purchased by the Customer based on the number of images that the Customer requires the camera to transmit to the Hosted Service Platform in a calendar month.

#### 2.2 Hosted Service Platform:

- (a) The Smart Camera Service is provided on a secure storage platform (the "**Hosted Service Platform**").
- (b) The servers that are used to provide the Hosted Service Platform are managed and located in the United Kingdom.
- (c) Vodafone will provide Customer with the necessary user names and passwords to access the Hosted Service Platform.
- (d) Authorised Users can access the Hosted Service Platform from their smartphone, tablet, laptop or PC by using a web portal from most internet browsers.
- (e) Customer may access the Hosted Service Platform in order to view live and archived images from any of the Cameras. Except for the deletion of images under (g) below, images will be available for 12 months from the date they are captured before being deleted.
- (f) Customer may request the deletion of images from the Hosted Service Platform by contacting the Vodafone Helpdesk. Vodafone will use reasonable endeavours promptly to action that request.

#### 2.3 Equipment:

- (a) The technical specification and packaging of the Equipment shall be set out in the "**Smart Camera Data Sheet**" which is available upon request.

### 3. Optional Service Elements

3.1 The Optional Service Terms set out in this section 3 form, part of the Service Specific Terms for the Vodafone Smart Camera Service when ordered. If there is a conflict between them, the Optional Service Terms will supersede the Vodafone Smart Camera Service Specific Terms, but only for the relevant Optional Service Element.

#### 3.2 Active Monitoring Service Terms:

- (a) **Service Summary:** A detection and response service that utilises the Hosted Service Platform to make images and information available to a monitoring centre to provide active monitoring and reporting to Customer.
- (b) **Conditions of Use:** Provision of this Service is conditional upon the Customer identifying:
  - (i) The Equipment that is to be monitored;
  - (ii) The specific times that images from each Equipment are to be monitored;



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- (iii) The events that should trigger a response (each a “**Trigger Event**”);
- (iv) The escalation procedure that applies (i.e. who should be called); and
- (v) Whether Customer requires an email report advising of a Trigger Event.

If a Trigger Event occurs, the monitoring centre will act in accordance with the escalation procedure agreed with the Customer and if requested by the Customer, the monitoring centre will email Customer a report advising Customer of the Trigger Event.

### 3.3 Site Survey Service Terms:

- (a) **Service Summary:** A scoping activity to establish the initial customer requirement and provide detail surrounding the installation process and advise of any additional equipment necessary.
- (b) **Conditions of Use:**
  - (i) Prior to any Site Survey being undertaken, the Charge for such survey and proposed timing of the site visit will be agreed in writing with the Customer. Where Vodafone or a subcontractor attends an arranged Site Survey but is unable to complete said survey due to Customer refusal or inability to provide site access, that Site Survey and any subsequent rescheduled Site Survey shall be chargeable to the Customer at full price as detailed in the Commercial Terms.
  - (ii) Site Surveys are generally required if the application is more complex, or if the Customer is unable/unwilling to provide the necessary scoping information.
  - (iii) Customer shall provide consent (and obtain any consent, authorisation, licence or acknowledgement (as relevant), in writing, from any third party that may be impacted or has an interest in property/infrastructure that may be impacted by the Services) to Vodafone or its subcontractors prior to the Installation Services commencing.

### 3.4 Installation Service Terms:

- (a) **Service Summary:** There are two options available:
  - (i) Option One Standard Installation: provisioning, installing, activating, commissioning, configuring and testing of the Equipment at the site(s), if the Equipment is mounted on existing infrastructure; or
  - (ii) Option Two Pole Installation: provisioning, installing, activating, commissioning, configuring and testing of the Equipment at the site(s), if a standalone mid-hinged pole system needs to be supplied and installed.
- (b) **Conditions of Use:**
  - (i) Prior to accepting an Order for the Installation Service, Vodafone may conduct a Site Survey and charge Customer for a Site Visit at the rates set out in the Order and/or Commercial Terms. After the Site Visit, Vodafone will confirm the Installation Charges. If Installation Charges are rejected by Customer, Customer may cancel an Order for the Installation Service but cancellation of an Order will not affect Orders for other Service Elements or Equipment.
  - (ii) Vodafone shall notify the Customer of any property or infrastructure that will be impacted by the Installation Services before such Services commence. Customer shall provide consent (and any obtains a consent, authorisation, licence or acknowledgement (as relevant), in writing, from any third party that may be impacted or has an interest in property/infrastructure that may be impacted by the Services) to Vodafone or its subcontractors prior to the Installation Services commencing.
  - (iii) Vodafone shall send an email to the Customer contact person upon completion of Installation Services, containing login details and basic information regarding the Hosted Service, and notifying the Customer that they have seven days to raise issues with the Installation Services. If the Customer does not raise any issues within that timeframe, then the Vodafone’s standard acceptance testing criteria shall be deemed to have been met.
  - (iv) The acceptance testing criteria will be defined in the Statement of Work. If there is no Statement of Work for the Customer, the acceptance testing criteria should be deemed to be the successful

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transmission of any camera footage to the Hosted Service and the ability for the Customer to view the footage through their login to the Hosted Service.

- (v) Availability: The Installation Service is available in the United Kingdom.



## Service Levels

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#### 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 If Customer is unable to provide complete fault information or a fault cannot be resolved remotely, Vodafone may visit a Customer Site, where such Customer Site is in the United Kingdom, to complete the fault investigation or to carry out fault resolution tasks. If Customer agrees to a Site Visit Customer shall pay for One Off Charges set out in the Commercial Terms.
- 1.4 Vodafone may temporarily interrupt the Service to carry out Planned Works. Vodafone will notify Customer in advance of any Planned Works. "**Planned Works**" means planned Vodafone-initiated changes to the Service or Equipment (for example, to carry out essential maintenance or upgrades).
- 1.5 Vodafone is not responsible for any fault caused by an Excluded Event and Customer shall reimburse Vodafone for reasonable expenses associated with actions taken when Customer has reported a fault caused by an Excluded Event.
- 1.6 Customer may report an Incident or request technical support through the applicable Vodafone Service Desk during the relevant operating hours as set out below:

Vodafone Service Desk	Description	Operating Hours
Vodafone Service Desk hours	Time range when Vodafone Service Desk support guarantees the Incident call receiving and recording.	24 x 7 (365 days)
Service Desk support hours	Time range when Incidents are processed and managed.	8.00am to 6.00pm CET+1 (Monday to Friday)

- 1.7 The Vodafone Service Desk is a second level support environment. Before reporting an Incident to Vodafone, Customer shall conduct appropriate investigations to establish its cause, including all initial troubleshooting activities previously specified by Vodafone.
- 1.8 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.
- 1.9 The Vodafone Service Desk shall determine whether a detected or reported Incident is attributed to connectivity or the Equipment.
- 1.10 Vodafone shall:
  - (a) raise a Trouble Ticket;
  - (b) track the Trouble Ticket through to closure;
  - (c) categorise the Severity Level of the Incident (where applicable);
  - (d) keep a record of the Incident;
  - (e) investigate and carry out diagnostic activities; and
  - (f) where possible, resolve the Incident.
- 1.11 Any support (including investigation) in relation to issues other than Incidents (including interruptions caused by reasons other than an error in the Vodafone Services) may be provided at Vodafone's discretion on a reasonable efforts basis at Vodafone's then Standard List Price.



## Service Levels

Enterprise Customers

### 2. Maintenance Windows and Notifications

2.1 Maintenance Events/Changes are required for optimising and further enhancing the functionality and efficiency of the Services. The execution of Maintenance Events/Changes is kept to the minimum required and events are planned to minimise the impact on Service.

2.2 The following table (applies to both Hosted Services and Connectivity Services) includes the details of Maintenance Windows and Notifications, and differentiates between "Planned" and "Emergency" events or changes:

	Planned Maintenance Events/Changes	Emergency Changes
<b>Announcement</b>	Submitted five Working Days in advance.	As soon as possible before the necessary change is performed.
<b>Duration</b>	Start time and end time will be advised within the communication.	No longer than strictly required and optimised for minimum Service impact. Estimation of duration of windows announced in advance.

### 3. Severity Levels of Incidents and Incident Intervention and Resolution Time

#### 3.1 Connectivity Incidents:

(a) All connectivity Incidents with the Service will be assigned an Incident Severity Level by the Vodafone Service Desk which in turn defines the Incident Intervention Time and Incident Resolution Time. The table below details the different priorities for Incidents with the Service.

(b) On receipt of an Incident, second line support will prioritise incidents and accept the following:

Severity Level	Description	Incident Intervention Time	Incident Resolution Time
P1 Critical Service Affecting	Complete breakdown or outage of the Service or a critical functionality that renders the system unusable. There are no workarounds or manual processes available to minimise the problem. Business Impact: Critical Impact on ability to operate Business Processes.	30 minutes	8 hours
P2 Major Service Affecting	Significant degradation of the Service or a critical function that, while not rendering the system completely unusable, considerably limits one or more of its critical functions. There are no workarounds or manual processes available to minimise the problem. Business Impact: Significant Impact on ability to operate Business Processes.	1 hour	3 Working Days
P3 Minor Service	A minor degradation of the Service or some functionality that causes minimal loss of service and does not limit its critical functions. Workaround or manual process is available.	4 Working Hours	15 Working Days



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Affecting	Business Impact: Minor Impact on the ability to operate Business Processes.		
P4 Non Service Affecting	No limitation of the Service functionality (examples are notifications about faulty documentation, questions or requests for improvement). Business Impact: No Impact on the ability to operate Business Processes.	1 Working Day	23 Working Days

### 3.2 Equipment Incidents:

- (a) For Incidents relating to Equipment which incorporate a Vodafone SIM, Vodafone shall, in the first instance, attempt to resolve the Incident remotely.
- (b) If in Vodafone's reasonable opinion a remote fix cannot be achieved, clause 3.3 of the Service Specific Terms shall apply.

### 3.3 Hosted Service Platform availability:

- (a) Service Availability contained in the table below is based on the individual parts of the Connected Networks through to the Customer Systems as set out in the diagram in the Service Specification:

Service Element	Service Element Description	Service Level Target
Hosted Platform: core Service Elements	The components of the Hosted Platform required to transmit data and SMS or provision these Services.	Target availability of 99.5% uptime per month excluding any Excluded Event.
Hosted Platform: management Services	All other components of the Hosted Platform, including but not restricted to those required for management reporting.	Target availability of 99.5% uptime per month excluding any Excluded Event.

### 3.4 Hosted Platform Incidents:

- (a) Priority levels for calls to the Vodafone Helpdesk which relate to the Service are given below. The Vodafone Helpdesk will use reasonable endeavours to respond to faults with the Hosted Platform (the "Fault") within the applicable timeframes.
- (b) On receipt of an Incident, second line support will prioritise incidents and accept the following:

Priority classification	Description	Target Response and timing
<b>Critical Impact</b>	The Smart Camera solution is inoperable or there is unrecoverable loss or corruption of application data.	Call acknowledgement within two Working Hours. Continuous around the clock effort until the fault is resolved or a mutually agreed work-around is implemented. Daily progress updates.
<b>Major Impact</b>	A critical error for which a workaround could be implemented to allow completion of all significant functions that are usually performed by the Service.	Call acknowledgement within two working hours. Continuous effort during working hours until the fault is resolved or a mutually agreed work-around is implemented. Daily progress updates.
<b>Minor Impact</b>	An error that does not prevent Users from accessing the images and reporting via	Call acknowledgement within two Working Days.

# Vodafone Smart Camera Services



## Service Levels

Enterprise Customers

	the Hosted Service Platform.	Correction of the fault in the next interim software release. Monthly progress reporting.
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# Vodafone Smart Camera Services

## Definitions

Enterprise Customers



The following definitions are applicable to the Services:

<b>Agreed Delivery Date</b>	The delivery date to be provided by Vodafone to Customer for a Service.
<b>Camera</b>	A category of Equipment that is used to capture images.
<b>Connected Networks</b>	The Networks that are associated with the Network Tiers chosen by Customer for the relevant SIM.
<b>Customer Equipment</b>	Equipment not owned by Vodafone that is used with the Service.
<b>Excluded Event</b>	Any of the following: (a) Planned Maintenance Events/Changes; (b) a fault or incident with any other Vodafone service purchased under a separate agreement and/or service terms; (c) a fault or incident in, or any other problem associated with Customer Equipment or other telecommunications systems not operated or provided by Vodafone; (d) the fault or incident caused by Customer's negligence, act or omission or that of any third-party not within Vodafone's direct control; (e) Customer not performing or a delay in performing any of Customer obligations or conditions of use set out in the Agreement; (f) Service suspension or a Force Majeure event in accordance with the General Terms; or (g) any other circumstances caused by events for which Vodafone is not liable in accordance with the terms of the Agreement.
<b>Hosted Service Platform</b>	A Software platform with features that enable remote management of Equipment and related data at covered Customer Sites.
<b>Hosted Service Plan</b>	A chargeable subscription plan for each Camera used with the Service.
<b>Incident</b>	Any unplanned interruption to or a reduction of quality in the contracted Service, which Vodafone reasonably determines is caused by an error in the Vodafone Services only, and excluding any fault, incident or problem with any other Vodafone service purchased under separate service terms.
<b>Incident Intervention Time</b>	The target maximum time for the Vodafone Service Desk to start working on a reported Incident, calculated from the moment the Incident has been reported and all required information to start the investigation has been provided, and not including any time spent on Incidents associated with or caused by an Excluded Event.
<b>Incident Resolution Time</b>	The target maximum time to return the Service or Equipment (as applicable) to an operational state, measured from the moment the Incident has been reported and all required information to start the investigation has been provided, and not including any time spent on Incidents associated with or caused by an Excluded Event.
<b>Network Tier(s)</b>	The charging group that a set of Networks is associated with as set out in the Commercial Terms and/or Order and as amended from time to time in accordance with the Agreement.
<b>OEM</b>	A third party equipment manufacturer or service provider.
<b>Optional Service Terms</b>	The additional terms that apply to certain Service Elements ordered by Customer, set out in the Service Specific Terms/or as Vodafone otherwise advises Customer in writing.
<b>Project</b>	The implementation of additional Services, relocation of existing sites, addition of new sites or activities that require specific design, consulting or project management effort.
<b>Service Level(s)</b>	The service levels which apply to the provision of the Service as set out in the Service Levels.



# Vodafone Smart Camera Services

## Definitions

Enterprise Customers



<b>Severity Level</b>	The priority assigned by Vodafone (in its absolute discretion) based on the severity of an Incident as set out the Service Levels.
<b>Site Survey</b>	A survey of a Customer Site to assess whether (in Vodafone's opinion) the existing infrastructure is sufficient to provide the Services at that Customer Site.
<b>Statement of Work</b>	The document prepared for Customer by Vodafone providing details of the Service, if applicable.
<b>Transfer Contract Clauses</b>	The model clauses for the transfer of User Personal Data to processors established in third countries approved by the European Commission from time to time (the approved version of which in force at present is that set out in the European Commission's Decision 2010/87/EU of 5 February 2010 on standard contractual clauses for the transfer of Personal Data to Processors established in third countries under the Data Protection Directive) 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.
<b>User</b>	As defined in the General Terms save that for the purpose of these Service Specific Terms only, the definition of User shall include any third party customer of Customer (where Customer is permitted to Resell in accordance with these Service Specific Terms).
<b>Vodafone Service Desk</b>	Vodafone's dedicated service for managing Incidents.