

Service Specific Terms



Vodafone Meet Anywhere - Video Service

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1. The Service – Overview

1.1 The Vodafone Meet Anywhere - Video service (the “**VMA-Video Service**”) is a virtual meeting room service that incorporates audio, video and data sharing which is accessed via the internet. In connection with the Service, Customer may purchase (a) room and conferencing equipment managed services, (b) professional services, and (c) managed meetings and managed events services. The term “Service” includes each Service Element. The term “Service” or “Services” in these Service Specific Terms means the VMA-Video 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 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;
- (c) the Mandatory Accompanying Services; and
- (d) the Technical Prerequisites.

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 **Mandatory Accompanying Services and Technical Prerequisites:** In order to receive the Service, Customer must provision and maintain the Mandatory Accompanying Services and Technical Prerequisites set out in these Service Specific Terms and/or which may be specified in the Service Specification.

3.2 **Fixed Equipment relevant to this Service** may include desktop, room systems, hardware endpoint and accessories such as additional screens, cameras and microphones and will be identified in the Commercial Terms and/or Order.

3.3 Commercial Terms and/or Order will identify:

- (a) Which Fixed Equipment, if any, Vodafone will supply to the Customer and which of such Equipment will be purchased by Customer;
- (b) Which support, maintenance or Managed Service, if any, Vodafone will supply to the Customer;
- (c) The associated Charges shall be set out in the Commercial Terms and/or Order.

4. Service Specific Conditions of Use

4.1 **PSTN and IP Voice / Video services.** Customer and its Users shall not connect or seek to connect the Service to any public voice service, including the public switched telecommunications network (“**PSTN**”)

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or other voice or video services (e.g. voice over IP) unless Customer purchases such public voice services from Vodafone or the Customer is permitted to connect the Service to a public voice service in accordance with Applicable Law.

- 4.2 **User's Content:** Customer agrees that it is solely responsible for the content of all visual, written or audible communications under a User's account, Customer ensures that Users will not breach the rights including intellectual property rights of any third party in using the Service and the User will comply with Applicable Law while using the Services. Although Vodafone is not responsible for any such communications, Vodafone may delete any such communications which do not comply with the requirements of this clause of which they become aware, at any time without notice.

5. Service Change Request Procedure

- 5.1 Either Party may propose a change to the Service by written request. Upon agreement, the Parties must authorise the change in the form of a change order or other written amendment to the Agreement (a "**Change Order**"). Vodafone has no obligation to commence work in connection with a change until a Change Order is executed by the Parties.

Service Specification



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1. Service Overview

1.1 **Customer Prerequisites:** Customer must provision and maintain the following Customer network, technology systems, services and/or products (“Customer Prerequisites”) to receive the Service. Vodafone is not responsible for any performance or non-performance issues with the Service caused by the Customer Prerequisites or Customer failing to comply with the Customer Prerequisites. If Customer fails to provision or maintain the Customer Prerequisites, Vodafone may terminate the Service and apply a Recovery Charge.

- (a) **Wide Area Network (“WAN”):** A suitable WAN must be established between the Vodafone data centres and the Customer Sites which is capable of carrying all required SIP/H323 signalling and voice/video traffic. Vodafone shall advise Customer of the technical requirements of the WAN;
- (b) **Local Area Network (“LAN”):** The local LAN at each Customer Site links all of the end-user devices, clients and any Customer Equipment with the CE router via Ethernet. Vodafone shall advise Customer of the technical requirements of the LAN; and
- (c) **Internet Protocol Virtual Private Network (“IPVPN”):** Only a Vodafone IPVPN can be used in conjunction with the Service, which can either be an existing IPVPN subject to assessment for suitability with some configuration required, or a new IPVPN as detailed in the Commercial Terms and/or Order.

1.2 **Usage:** Unless specified in the Commercial Terms and/or Order, the Customer will be charged based on the total number of concurrent connections (“Concurrency”), or total number of minutes (“Total Minutes”), during the billing period.

- (i) Concurrency is calculated on the maximum number of concurrent connections utilised within a one-month period. The figure reported by Vodafone will be matched to a “Usage Plan” table to determine the “rate per connection” to be charged.
- (ii) Total Minutes is calculated by the total minutes of all the VMR connections within the billing period (i.e. a 45 minute conference with 6 users = 270 minutes total).

1.3 **Mandatory Accompanying Services:** In order to receive the Service, Customer must purchase and maintain the following “Mandatory Accompanying Services”:

- (a) IPVPN QoS (Vodafone or third party provider), internet access (Vodafone or third party provider), and LAN and associated structured cabling (Vodafone or third party provider).
- (b) Professional Services (Vodafone) to determine Customer design and build requirements.
- (c) If Customer fails to purchase, maintain or provide the requested information for the Mandatory Accompanying Services, Vodafone may terminate the Service and charge Customer any applicable Recovery Charge.

1.4 **Service Monitoring:** Customer gives express consent for Vodafone to monitor Customer’s use of the Service (and disclose and otherwise use the information obtained) only to: (a) the extent allowed by Applicable Law; (b) comply with Applicable Law; (c) protect the Network from misuse; (d) protect the integrity of the public internet and/or Vodafone’s systems and Networks; (e) the extent necessary to determine if Customer has breached any conditions or restrictions on use of the Service; (f) provide the Service; and/or (g) take other actions agreed or requested by Customer.

2. Optional Services

2.1 The following are optional chargeable Service Elements, which if selected will be detailed in the relevant Commercial Terms and/or Order.

2.2 Room and Conferencing Equipment Managed Services

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- (a) Vodafone may sell to the Customer conferencing equipment to use with the Service.
- (b) Vodafone will provide management and support for all equipment included in scope, which is either owned by Customer, subject to an agreed audit of the equipment, or provided as a Managed Service by Vodafone.
- (c) Vodafone does not support hardware managed by a Third Party, and will adjust any impacted service level agreements, where the maintenance cannot be transferred to Vodafone.

2.3 Professional Services

- (a) Professional Services will be available from the Agreement Start Date for the Agreement term and can be accessed through your Vodafone account manager or via a change request.

2.4 Managed Meetings and Managed Events

- (a) Managed Events are charge on a combination of concurrent connections and event duration, outside of the Customer Usage Plan. A price plan is available for managed events covering agreed limits on request. Outside of these limits, the Managed Event price will be calculated on a case-by-case basis.
- (b) The Managed Event may also involve an on-site event requiring additional equipment. This will be calculated on a case-by-case basis and detailed in the relevant Commercial Terms and/or Order.
- (c) A Managed Meeting or Managed Event can be amended at any time up to the start of the conference. If the change is a reduction in the services requested, these can be made up to 48 hours before the start time without incurring any cancellation charges. If the reduction is made within 48 hours of the start time, the actual booking needs to be cancelled and a cancellation charge may apply.
- (d) If a change to increase capacity or resource is requested within 48 hours of the conference start or during the meeting, Customer accepts there is no guarantee capacity for the meeting or resource can be provided.
- (e) If a cancellation of a Managed Meeting or Managed Event is within 24 and 48 hours, 50% of the booking fee will be charged. If cancelled within 24 hours, then 100% of the booking fee will be charged as detailed in the Commercial Terms and/or Order.

3. Operating Elements

- (a) **Installation:**
 - (i) The process to complete endpoint installations will initiate once the order is received. When the order has been processed Vodafone will advise Customer of the Service Commencement Date by which time Vodafone will use reasonable endeavours to provision the Service.
 - (ii) Customer will be asked to assist with the testing of connectivity to ensure that Users can access Customer dedicated environment on the platform from Customer Sites, via the WAN.
- (b) **Portal user accounts**
 - (i) Customer will be set up with a single administrator account for the Vodafone customer portal and the password will be supplied to the allocated individual by email.
- (c) **Portal Services**
 - (i) Vodafone will provide Customer access to the customer portal to complete requests online. When an authorised user logs on to the portal, they will be given the option to request VMA Video Services by icons on the relevant user page. 4 types of requests will be available and will require the user to complete a template for the request type. Where the administrator

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wants to book a Managed Meeting or Managed Event, they can make a booking or review what has already been booked.

(d) **Billing**

- (i) Customer will be able to view monthly invoice via the customer portal. Access to the billing section can be requested by the Customer at the time of the Order.

(e) **Support – via Customer Portal**

- (i) Customer appointed administrator will be able log change request with the service desk through the Portal.

3.2 Virtual Meeting Room (“VMR”)

- (a) Vodafone’s VMRs support connections from:

- (i) H323 devices
- (ii) SIP devices (routed via a separate SIP proxy)
- (iii) Vodafone Meet Anywhere application
- (iv) Microsoft Lync (2010 and 2013 editions)
- (v) Microsoft Skype for Business
- (vi) Via web browser (that supports WebRTC or Flash)
- (vii) Audio

3.3 Endpoints

- (a) The service will allow for both Customer endpoints and new endpoints to be part of the service. Vodafone Equipment connected to the service, requires a maintenance agreement backed by the manufacturer and service contract from Vodafone. Vodafone can take over the maintenance and warranty support contract for existing endpoints on a case by case agreement. Vodafone only provides this service support for Cisco and Polycom endpoints.

- (b) Customer will need to provide a current list of endpoints that will be required to attach to the service. The list will have to include any current maintenance contracts that exist and with which Third Party. Devices that already have maintenance will need to be tracked to ensure that at the term of the maintenance, a new maintenance contract is agreed. Devices that are not on a current maintenance contract will have to be assessed and if accepted can be put under a Vodafone maintenance contract. Endpoints that have reached the end-of-service-life will not be supported by Vodafone. Such endpoints can be tracked via the manufacturer’s website:

- (i) Cisco End of Life devices that are not supported:
<http://www.cisco.com/c/en/us/products/collaboration-endpoints/eos-eol-listing.html>
- (ii) Polycom End of Life devices search can be completed here:
<http://support.polycom.com/PolycomService/eolsearch/searchEOLIndex.htm> - note you need to have a login to the website to access this.

- (c) Vodafone will require visual inspections of the rooms where the endpoints are installed to ascertain the condition of current endpoint and all peripherals.

- (d) Each device or room, depending on Customer requirement and endpoint capability, will be tagged with a QR code that is used by the Vodafone Meet Anywhere mobile application. This could be as part of the background image on screen, a sticker placed in a prominent position or on an information sheet for the room.

- (e) Vodafone will be able to supply Customer with new endpoints via their account manager.

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3.4 Vodafone Meet Anywhere Mobile Application (“VMA – Mobile Application”)

- (a) The application is will work with the following types of conferences:
 - (i) Audio conference
 - (ii) WebEx meetings
 - (iii) Lync meetings
 - (iv) Skype for Business meetings
 - (v) Video meetings (identified by SIP URI)

3.5 Infrastructure

- (a) Vodafone offers maintenance and support of Cisco/Tandberg and Polycom infrastructure owned by Customer. All infrastructure will be audited by Vodafone’s technical specialists to confirm the product, licencing, locations and serviceability. The audit will be provided through the professional services offering to ensure that Vodafone can provide the right service and SLA on Customer Equipment.
- (b) Support and maintenance for the service will be detailed in the Commercial Terms and/or Order.
- (c) Vodafone will cover the third level maintenance with the manufacturer to ensure the service will not be impacted by any unforeseen outages.

3.6 VMA-Video ready Vodafone One Net Enterprise – Cloud (“VONE-C”) Connector

- (a) The VMA-Video ready VONE-C Connector provides on-net integration between the VMA-Video Service and VONE-C.
- (b) In order for customers to use the VMA ready VONE-C connector, then both the VMA-Video and the VONE-C services must be purchased.

Service Levels



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1. General Support Service Terms

- 1.1 Vodafone will provide Customer with Support Service for the Service Elements ordered by Customer as detailed in the Commercial Terms and/or Order.
- 1.2 Support Service is available in English only.
- 1.3 Support Service is available as shown below:

Support Service	Service Cover Period
Incident Management for Priority 1 & 2 Incidents	24 hours per day, 7 days per week
Incident Management for Priority 3 & 4 Incidents	Working Hours
Service Request Fulfilment	Working Hours

- 1.4 Incidents may be reported at any time during the Service term; however, Incident resolution will only occur during Working Hours for Priority Level 3 and 4 Incidents.
- 1.5 Customer must appoint primary and secondary points of contact responsible for accessing the Support Service and communicating with Vodafone during the relevant Service term. Customer will inform Vodafone, and keep Vodafone up-to-date with the appointed individuals' identity and level of access.
- 1.6 Customer will: (a) reimburse Vodafone for reasonable expenses associated with a Customer Site visit or for other actions taken when Customer has reported an Incident caused by an Excluded Event; and (b) permit Vodafone to interrupt the Service at the Customer Site to resolve a Priority Level 1 or 2 Incident (or the Incident will be downgraded to a Priority Level 3 Incident) as set out in clause 4 of these Service Level terms.
- 1.7 Vodafone may temporarily interrupt the Service to carry out Planned Works. Vodafone will notify Customer in advance of any Planned Works.

2. General Service Level Terms

- 2.1 Service Levels terms apply from the Service Commencement Date for the applicable Customer Site depending on the Service Level measure, unless stated otherwise.
- 2.2 The Service Levels do not apply to Incidents caused by or connected to an Excluded Event.

3. Service Availability

- 3.1 **Calculation: Percentage** Availability is calculated as: $(A - B)/A \times 100$
"A" equals the number of whole minutes in the Annual Measurement Period. "B" equals the number of whole minutes when the Service is Unavailable in the Annual Measurement Period.
- 3.2 The following Availability Service Levels apply:

Service Type	Service Availability (Percentage)
Availability for VMA-Video Service	99.5% (excluding Customer Endpoints)

4. Priority of Incidents

- 4.1 The following Priority Level definitions apply to the Service:

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Priority Level	Priority Level definitions
1	An Incident causing total loss of the Service or severe degradation of quality rendering the Service unusable to the entire Customer or business critical site locations.
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.
3	An Incident causing 1) partial loss of the Service / degradation of quality for multiple end users or 2) single end user with total loss of the Service / unusable Service.
4	An Incident causing partial loss of the Service / loss of functionality for a single end user.

5. Incident Resolution Times

5.1 For Priority Level 1 and 2 Incidents, the Incident Resolution Time is calculated as the number of whole hours between the time Vodafone issues a trouble ticket and the time Vodafone confirms to Customer that the Incident is resolved, during an annual measurement period.

Priority Level	Incident Resolution Time
1	98% of Incidents resolved within 5 hours of notification (excluding Customer Endpoints)
2	98% of Incidents resolved within 8 hours of notification (excluding Customer Endpoints)
3	98% of Incidents resolved within 6 Working Days (excluding Customer Endpoints)
4	98% of Incidents resolved within 12 Working Days



Definitions

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The following definitions are applicable to the Services:

Add-on	means a price plan that is added to a Connection with an existing price plan associated with it (e.g. Email or Data added to Voice).
Agreement Start Date	means the date the Customer signs the Commercial Terms and/or Order.
Annual Measurement Period	means the period of 12 months from the Service Commencement Date or each anniversary of the Service Commencement Date thereafter (or a period of 12 months as otherwise agreed between the parties).
Availability	means the percentage of time the Service is available for use at each Customer Site in a Annual Measurement Period.
Customer Endpoint(s)	means the software client, browser based client or physical device that connects the user to the Service.
Excluded Event	means any of the following: (a) an Incident with another Vodafone service purchased under a separate service agreement; (b) an Incident associated with non-Vodafone-supplied power, Customer Equipment, non-maintained structured cabling or other systems or networks not operated or provided by Vodafone (including an Incident relating to consumption of services over the internet); (c) an Incident caused by the negligence, act, or omission of Customer or a third-party not within Vodafone's direct control; (d) Customer's delay or non-performance of any of Customer obligations set out in the Service Agreement; (e) an Incident or delay resulting from a request by Customer for expedited delivery of the Service; (f) Customer's request to modify or test a Customer Site; (g) a Force Majeure event or Service suspension that is permitted under the Service Agreement; (h) the inability or refusal by a Third Party Provider to provide the Mandatory Accompanying Service; (i) a configuration change during implementation; and (j) an Incident caused by service failure at any other Customer Site
Incident(s)	means an unplanned interruption to the Service, a reduction in the quality of a Service, or a failure of a Service configuration item.
Incident Management	means the end-to-end management of Incidents by Vodafone.
Managed Service	the Service package where Vodafone supplies, installs, maintains and manages the Vodafone supplied room and conferencing equipment as further outlined in the Service Specification.



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Planned Works	means planned Vodafone initiated changes to the Service or Equipment (for example, to carry out essential maintenance or upgrades).
Professional Services	Additional services that are detailed at 3.4 in the Service Specification.
Service Level(s)	means the service levels that apply to the provision of the Service as set out in these Service Terms.
Trouble Ticket	means a record of an Incident with a unique reference allocated to it that is used for all subsequent updates and communications.
Unavailable or Unavailability	means a Customer cannot access the Vodafone IP backbone for reasons other than an Excluded Event.
Usage Plan	Usage Plan will set out the charge applicable for each band of usage. The rate for the identified band will be applied to the relevant usage figure (Concurrency or Total Minutes) for that month (e.g. Customer on a Concurrency plan has a monthly usage of 436 Users, this is then matched to the relevant band (e.g. Band H) and charged at the appropriate £ value per User).