

Service Specific Terms

Global Managed IoT Connectivity and Global IoT Devices Service Terms



Enterprise Customers

1. The Service – Overview

- 1.1 The Vodafone Global Managed IoT Connectivity and Global IoT Devices Service is a solution that provides connectivity and associated services to Device. The term “**Service**” or “**Services**” in these Service Specific Terms means the Managed Connectivity Service, any Service Elements and any optional Service(s) as set out below.

2. Service Term Structure

- 2.1 These Service Specific Terms include:
- (a) the service specification(s), which sets out a description of the Service, including Optional Service Elements 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; and
 - (b) the service levels which set out the standards that will be applied to the provision of the Service (in addition to the standards set out in the Tiered Support Service Specific Terms) (the “**Service Levels**”);
 - (c) the Value Added Reseller terms, which set out the territories in which and the conditions on which Vodafone appoints the Customer as a non-exclusive Value Added Reseller of the Services (the “**Value Added Reseller 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) Extra Service Terms (where applicable shall be considered as part of the Service Specific Terms);
 - (d) the Mobility Service Terms available at www.vodafone.co.uk/terms;
 - (e) the Order, which confirms the Service Elements selected by/for Customer;
 - (f) the Solution Design Document; and
 - (g) any applicable policies and guidelines, as provided from time to time by Vodafone.

3. The Service

- 3.1 **Service Elements:** The Service shall comprise:

- (a) Core Service Elements; and
- (b) Additional Optional Service Elements (where selected).

Both Core Service Elements and Optional Service Elements selected by Customer shall be set out in the Commercial Terms and/or Order. The Service Specification summarises the available Core Service Elements that are included in the base Charges and the Optional Service Elements available for an extra charge.

- 3.2 **Optional Services:** In connection with the Managed Connectivity Service, Customer may also purchase any of the following Optional Service Elements, all as described in the Extra Service Terms;

- (a) Smart Vision;
- (b) Global IoT Devices; or
- (c) Satellite IoT Connectivity; or
- (d) IoT Device Management; or

Service Specific Terms

Global Managed IoT Connectivity and Global IoT Devices Service Terms



Enterprise Customers

- (e) IoT Voice Service
- 3.3 **Solution Design Document:** Before the Service Commencement Date, Vodafone will provide Customer with a document giving an overview of the Service's design as agreed in consultation with Customer ("**Solution Design Document**"). Customer shall meet with Vodafone as necessary in order to agree the Solution Design Document and the timelines, scope, management and administrative measures necessary to roll out and operate the Service.
- 3.4 Delivery of the Service:
 - (a) Agreed Delivery Date: **Vodafone shall use reasonable endeavours to deliver a Service by the Agreed Delivery Date.** If Customer requests a change before completion of delivery of the Services, Vodafone shall adjust or cancel the applicable Service or Statement of Work subject to any Recovery Charge, and/or amend the Agreed Delivery Date, as applicable.
 - (b) **Service Commencement Date:** following implementation of the Service, the Service will be subject to Vodafone's standard acceptance testing criteria. Customer shall work with Vodafone to complete the testing and the "**Technical Build Support Readiness Report**". Once Vodafone considers that the testing criteria have been met, Vodafone shall inform Customer of the agreed date for the delivery of the Service ("**Agreed Delivery Date**"). Vodafone shall then make the Service available to Customer or notify Customer that the Service is ready for use ("**Service Commencement Date**"). Customer shall notify Vodafone within 5 Working Days of the Service Commencement Date if the Services do not conform to the standard testing criteria and provide sufficient supporting details. Upon receipt of notification, Vodafone shall take reasonable action to meet the standard testing criteria.
 - (c) **Customer Delays:** If a Customer's act or omission delays the Service Commencement Date, then Vodafone may start billing Recurring Charges from the original Agreed Delivery Date and charge Customer for its reasonable costs (including Third Party Provider costs) that result from the delay. Alternatively, Vodafone reserves the right to review the Charges. If the delay extends 60 Working Days beyond the original Agreed Delivery Date, Vodafone may terminate the Service and apply a Recovery Charge. If appropriate, Vodafone will set a new Agreed Delivery Date.
 - (d) **Correction:** Customer must notify Vodafone within 5 Working Days of the Service Commencement Date if the Service does not materially conform to the standard testing criteria and provide sufficient supporting details. Upon receipt of notification, Vodafone will take reasonable action to meet the standard testing criteria.
- 4. **Equipment**
 - 4.1 Customer must have Equipment that meets Vodafone's specifications to use the Service. The Equipment Terms apply to Vodafone Equipment and Customer Equipment. Customer must promptly replace or correct the affected Equipment in event it is exposed to any fraudulent activity.
 - 4.2 The Commercial Terms and/or Order will identify which Equipment (including Fixed 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.
 - 4.3 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 will be identified in the Commercial Terms and/or Order.
 - 4.4 Equipment Orders:
 - (a) Subject to clause 3.2 of the General Terms, Customer shall place orders in accordance with the process and quantities set out in the Commercial Terms and each order so placed shall be an "**Order**".

Service Specific Terms

Global Managed IoT Connectivity and Global IoT Devices Service Terms



Enterprise Customers

- (b) Customer warrants that each Order received by Vodafone in accordance with the Services Agreement is a bona fide Order and Vodafone shall be entitled to rely upon the placement of the Order.
 - (c) Customer may not cancel or amend an Order without Vodafone's prior written consent.
 - (d) Each Order shall be submitted to Vodafone by email or other method agreed by both Parties and shall include, but not be limited to, the following information: (a) Customer name; (b) purchase order number (where Customer requires this to be output on the Vodafone invoice); (c) purchasing contact name and telephone number; (d) contact name and telephone number; (e) delivery address, contact name and telephone number; (f) requested Equipment delivery date; (g) item of Equipment required including configuration where appropriate; and (h) quantity, unit and total Charges of Order with currency indicated.
- 4.5 **Forecasts:** Customer shall give Vodafone not less than 10 Working Days prior to the commencement of each month, a forecast ("**Forecast**") of Equipment it expects to purchase during the 6 months following that month. Customer shall act in good faith when forecasting its requirements for Equipment. Forecasts shall not constitute Orders.
- 4.6 Equipment delivery and activation:
- (a) 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.
 - (b) 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:
 - (i) 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
 - (ii) Vodafone shall store the Order until delivery takes place, and charge Customer for all related costs and expenses (including insurance).
- 4.7 Returns:
- (a) Except where expressly set out otherwise in the Agreement, Vodafone shall provide a 24 month warranty from the date the Equipment is delivered to Customer ("**Warranty Period**"). For the avoidance of doubt, this does not operate as an assignment of any of Vodafone's rights or the appointment of Customer to act on behalf of Vodafone.
 - (b) If Equipment fails to meet the applicable product specification within the Warranty Period, Customer shall notify the fault to Vodafone. On receipt of such notice, provided the fault is for reasons unconnected with Customer's or any User's acts, omissions or misuse (including failure to follow the manufacturer's guidelines), Vodafone shall repair or replace (at Vodafone's discretion) the faulty Equipment. Vodafone shall deliver replacement Equipment which is of same or superior quality as the original Equipment to the original delivery address. To the maximum extent permitted by law, these are Customer's exclusive remedies for any failure to meet this warranty.
 - (c) If Customer returns Equipment after the Warranty Period has expired, then Vodafone shall charge the appropriate Charges for any repair or replacement.
- 4.8 **Phase-Out of Equipment:**
- (a) If Vodafone or a Vodafone Supplier intends to phase out Equipment or part thereof (the "**Phased-Out Equipment**"):
 - (i) Vodafone shall give Customer at least 6 months prior written notice of the effective date of the Phase Out (the "**Phase-Out Date**"); and

Service Specific Terms

Global Managed IoT Connectivity and Global IoT Devices Service Terms



Enterprise Customers

- (ii) following notice of the Phase-Out Date, and provided an alternative solution has been provided in accordance with clause 4.6(b) below, Vodafone may discontinue the supply of the Phased-Out Equipment to Customer at any time after the Phase-Out Date.
 - (b) Vodafone shall supply Equipment that is an alternative to the Phased-Out Equipment (the “**Alternative Equipment**”) as follows:
 - (i) the Alternative Equipment shall be available for testing at least 3 months prior to the Phase-Out Date;
 - (ii) the Alternative Equipment shall be available for purchase and delivery (in such volumes as required by Customer) to Customer from the Phase-Out Date;
 - (iii) the Alternative Equipment shall have at least equal functionality, performance, and capacity to the Phased-Out Equipment; and
 - (iv) where Alternative Equipment is of at least equal functionality, performance, and capacity to the Phased-Out Equipment, the Charge for the Alternative Equipment shall be no greater than the Charge of the Phased-Out Equipment.
- 4.9 **Regulated items:** The use, export, and/or import of certain required Equipment, including Customer Equipment, are subject to Applicable Law (“**Regulated Items**”). Customer must only deploy, export, import, and/or disclose Regulated Items in strict compliance with Global Certification Forum (GCF) standards, all Applicable Law, and specifically Applicable Law 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.

5. Service Specific Conditions of Use

- 5.1 **Customer Prerequisites:** Customer must provision and maintain the Customer network, technology systems, service and/or products set out in the Solution Design Document (“**Customer Prerequisites**”) to receive 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.
- 5.2 **Third Party Providers:** Services may be provided by a Third Party Provider. If a Third Party Provider terminates Customer’s right to use the Service, Vodafone will be excused from liability related to failure to deliver the relevant Service.
- 5.3 **Security Obligations:**
- (a) Customer will have appropriate security policies and processes in place to prevent unwanted or unauthorized activity on its own network and the Vodafone network that it connects to.
 - (b) Customer will: (a) take reasonable steps with entities it controls in line with commercial good practice to limit misuse of or threat to the Service, Equipment or Network; ; (b) not send or allow to be sent unsolicited bulk messages, content, posts or communications or maintain an open SMTP relay; (c) not engage in activities that adversely affect or interfere with the Network or any of its users; d) notify Vodafone of any Customer security issues which are likely to materially adversely impact the Network; (d) address any misuse or threat identified by Vodafone through the implementation of appropriate security or user controls and (e) seek prior approval from Vodafone before running any security tests, vulnerability scans or penetration tests on Equipment or Services.
 - (c) Customer shall exercise all reasonable efforts and implement all necessary security controls to ensure the security of Users’ communications via Customer Equipment and related Service.

Service Specific Terms

Global Managed IoT Connectivity and Global IoT Devices Service Terms



Enterprise Customers

- 5.4 **Designated Countries:** Customer warrants that Customer and Users 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 countries listed on the Office of Foreign Assets Control sanctions list.
- 5.5 **Restriction on use:** Customer shall not and ensure that its Customer Group, customers and Users shall not use the Equipment:
- (a) for the transmission of voice (including VOIP);
 - (b) to access a publicly addressable destination (i.e. public IP address) including through the use of a proxy, gateway or routing; or
- in a permanent roaming way in countries where roaming is restricted. If Customer or User breaches this clause, Vodafone may suspend the Service without notice and such breach of any of the above shall be deemed a material breach.
- 5.6 **Publishing results:** Customer shall not and shall ensure that its Customer Group Companies and Users shall not publish any results of any benchmark or performance tests of the SIMs, the Network, the Services, or component thereof (such restriction shall not restrict Customer from publishing performance results as specifically related to Customer's machines and not to the Services).
- 5.7 **Peer-to-peer communication:** Direct peer-to-peer communication between Device Hardware or between Device Hardware and any other device is not permitted.
- 5.8 **WiFi Calling:** WiFi Calling is not a supported Service within.
- 5.9 **Emergency Services:** Access to voice is an optional Service Element for IoT SIMs and so contact with emergency services is unavailable where the Customer has not acquired this Service Element.
- 5.10 **Radio Bearer Services:**
- (a) Access to any radio bearer service is only offered when set out in the Solution Design Document. Radio bearer services in scope are 2G, 3G, 4G/LTE, 5G NSA, NB-IoT and LTE-M. Not all radio bearer services are available in all locations. Not all radio bearer services can be combined for the same SIM. 4G/LTE is always offered with fallback to 2G/3G unless stated otherwise in the Statement of Work. The 4G/LTE bearer service cannot be combined with LTE-M or NB-IoT. The 5G NSA bearer service is only available as an add-on option to 4G/LTE. The NB-IoT and LTE-M radio bearer services can optionally be combined with the 2G radio bearer service. Any radio bearer service is only available on compatible devices that support the particular radio bearer technologies and frequencies of the specific roaming network.
 - (b) If Vodafone detects that Customer is attempting to access a service which the SIM has not been contracted to use, Vodafone may disable access to such service for that device. Where 4G/LTE, 5G NSA, NB-IoT and LTE-M services cannot be provided, 2G or 3G service will be provided subject to the availability of, and compatibility of the device with, such networks.
 - (c) Vodafone provides access to LTE-M and NB-IoT services on the 901288 IMSI range Global SIM only.
- 5.11 **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.
- 5.12 **Security of communications:**
- (a) Vodafone shall exercise all 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.

Service Specific Terms

Global Managed IoT Connectivity and Global IoT Devices Service Terms



Enterprise Customers

- (b) Customer shall exercise all reasonable efforts and implement necessary security controls to ensure the security of Users communications via Customer Equipment and related services.

6. Service Change Request Procedure

- 6.1 Subject to the provisions of the General Terms, Customer may submit to Vodafone a change to the technical scope of the Services requested by Customer ("Change Request").
- 6.2 If Customer submits a Change Request following the Service Commencement Date:
 - (a) such Change Request shall be subject to acceptance by Vodafone and Vodafone will respond to this Change Request setting out areas impacted by the change and Charges for the change; and
- 6.3 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 In addition to clause 13 of the General Terms, this clause 7 shall apply
- 7.2 Customer's obligations:
 - (i) in the event that the Customer becomes aware that it has provided Vodafone or any Vodafone Group company with any information that indirectly or directly identifies User(s), the Customer shall inform Vodafone's Data Protection Officer by way of email to data.protection@vodafone.com as soon as reasonably practicable;
 - (ii) Customer must ensure that it has all necessary and appropriate consents and notices in place to enable lawful Processing of User Personal Data by Vodafone in satisfaction of Articles 13 and 14 of the GDPR. The Customer shall consult with Vodafone about any notices given to Users in relation to such Processing; and
 - (iii) Customer must ensure that Vodafone's Privacy Policy (<https://www.vodafone.co.uk/privacy>) is readily available to Users.

Global Managed IoT Connectivity

Service Specification



Enterprise Customers

1. Service outline

1.1 The Service comprises of core service elements (“**Core Service Elements**”), and may also, when specifically set out in a Solution Design Document Commercial Terms and/or Order, comprise of additional service elements (“**Optional Service Elements**”).

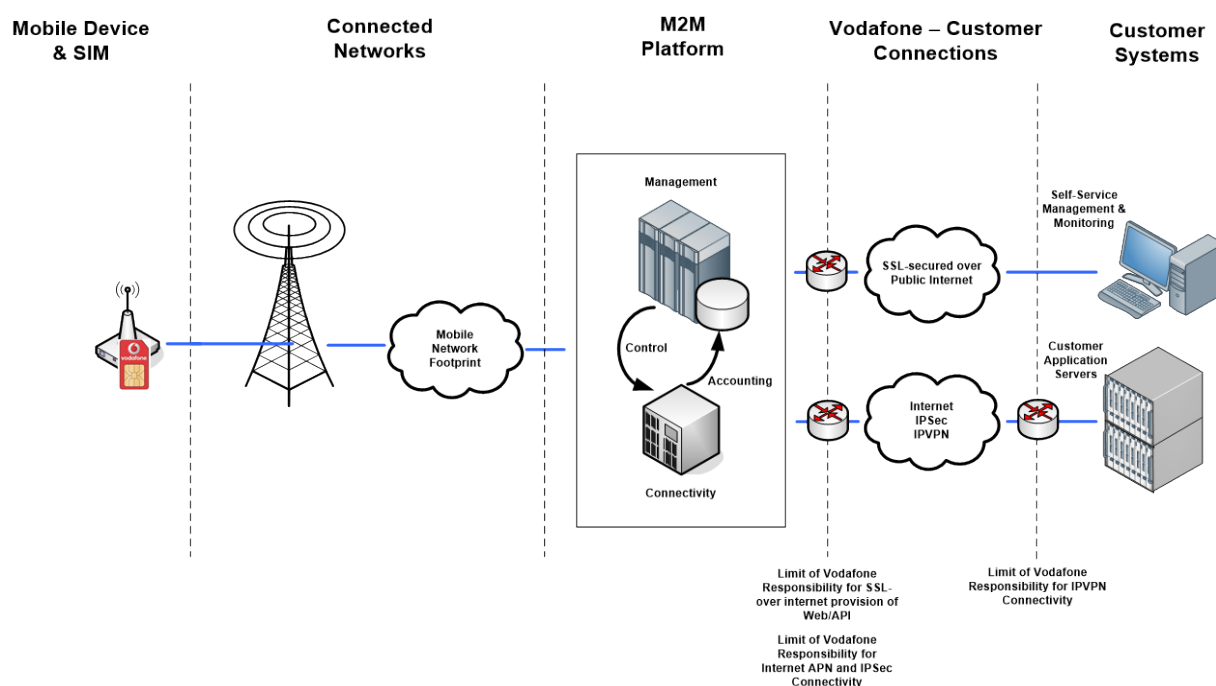
1.2 Core Service Elements:

- (a) SIM;
- (b) Connected Networks;
- (c) IoT Platform; and
- (d) Vodafone-Customer Connections.

1.3 Optional Service Elements:

- (a) Vodafone Device Hardware; and/or
- (b) Additional IoT Platform Features.

1.4 The technical components of the Service are illustrated below:



1.5 If Customer provides its own Device Hardware, this will not form part of the Service.

2. Core Service Elements

2.1 SIM and Connected Network:

- (a) Vodafone will provide Customer with the ability to use the SIM on the Connected Networks.
- (b) Device Hardware will be able to establish communication between that Device Hardware and Customer’s chosen central application servers using the SIM, Connected Networks and other components of the Service.

Global Managed IoT Connectivity

Service Specification



Enterprise Customers

- (c) The Device Hardware will establish packet data communications using an access point name (“**APN**”). The APN (included in the Charges) is detailed in the Commercial Terms. This will be one or more of the following types of APN:
 - (i) Shared Internet APN – an APN shared by several customers, permitting devices to establish predefined connections to customer servers over the public internet, but traffic from one SIM cannot reach another SIM;
 - (ii) Private Internet APN – an APN dedicated for use by a single customer, permitting devices to establish predefined connections to Customer servers over the public internet; and/or
 - (iii) Private Corporate APN – an APN dedicated for use by a single customer, permitting devices to establish connections over private IP networking to customer servers.
- (d) **SIM States:**
 - (i) SIMs can be in the following states:
 - (A) **Inactive:** means the SIM is not recognised by the Network and therefore incapable of communication;
 - (B) **Active Test:** means the SIM is recognised by the Network, is capable of communication for a specified duration or data volume, but is not subject to billing;
 - (C) **Active Ready:** means the SIM is recognised by the Network and will transition to Active Live on the first data session;
 - (D) **Active Live:** means the SIM is recognised by the Network and is capable of communication;
 - (E) **Active Suspend:** means the SIM is recognised by the Network but incapable of communication until manually set to Active Live;
 - (F) **Active-Suspend Regulatory:** means the SIM is recognised by the Network but incapable of communication due to country-specific regulatory measures until manually set to Active Live;
 - (G) **Active Standby:** means the SIM is recognised by the Network but incapable of communication until automatically set to Active Live on the first data session;
 - (H) **Active Sleep:** means the SIM is removed from the Network following 2 months in the Active Suspend state. SIM can be reactivated;
 - (I) **Inactive Stopped:** means the SIM is removed from the Network for 1 month before being changed to Terminated state. SIM can be reactivated during this period;
 - (J) **Inactive-Transformed:** means the SIM is recognised as having being transformed from a Global SIM to a local SIM; or
 - (K) **Terminate(d):** means the SIM has been permanently removed from the Network, will not be capable of communication and cannot be reactivated again.
 - (ii) If Customer moves the SIM into the Active Test state then, on the earlier of: (i) Customer using 100KB of data as part of a one-week-maximum test duration; or (ii) SIM reaching a maximum of 3 months in Active Test, the SIM will automatically move into Active Ready. On the next data session the SIM will then move automatically into Active Live.
 - (iii) Customer shall ensure that, within a period of 6 months from entering the Active Ready state, the SIM is moved into the Active Live state. For a SIM in the Active Ready state for more than 6 months, Vodafone will automatically move the SIM to Active Standby, which incurs a Charge as set out in the Commercial Terms.

Global Managed IoT Connectivity

Service Specification



Enterprise Customers

- (iv) Once SIMs have been moved into any Active state (as defined above) Customer shall not move SIMs back to an Inactive state unless Customer wishes Vodafone to move the SIMs to a Terminated state. Vodafone may move any SIM that is moved back into the Inactive state to the Terminated state.
- (v) Customer may request Vodafone to Terminate SIMs at any time by transitioning them into Inactive Stopped provided the Minimum Spend Commitments set out in the Commercial Terms have been met.

2.2 IoT Platform:

- (a) The “**IoT Platform**” is an integrated connection management service offering remote control of data connections and services for machine to machine devices.
- (b) Further details on the functionality of the web management portal, inbound, outbound APIs, RADIUS proxy and SMPP are set out in the IoT Platform user guides.
- (c) From time to time Vodafone will issue new releases of the IoT Platform which will introduce new features or retire redundant functionality.
- (d) **Training on the IoT Platform:**
 - (i) Vodafone will provide Customer with user guides detailing how to use the web management portal.
 - (ii) Where requested by Customer, Vodafone will provide up to two sessions of a “train the trainer” session. This “train-the-trainer” session will provide these individuals with the knowledge to train other Customer personnel on the use of the web management portal. All “train-the-trainer” training will be undertaken remotely unless agreed otherwise by both Parties during the course of implementation.
 - (iii) Customer may request additional training in which case Vodafone will respond, setting out the applicable Charges. On receipt of Vodafone's response, Customer will confirm whether it wishes to progress with the additional training or not.

2.3 Vodafone-Customer Connections:

- (a) Vodafone will provide backhaul connectivity for data traffic between the IoT Platform and Customer site. The backhaul connectivity included in the Charges is detailed in the Commercial Terms. This will be one of the following options:
 - (i) Public Internet - In conjunction with a Shared Internet APN or Private Internet APN (as defined in clause 2.1.3 above), the feature permits Customer devices to send and receive IP data with Customer servers located at predefined IP addresses.
 - (ii) VPN using IPSec over Internet - In conjunction with a Private Corporate APN, the feature permits Customer devices to send and receive IP data with Customer servers via an IPSec encrypted tunnel across the public internet.
 - (iii) Private IP VPN services - In conjunction with a Private Corporate APN, the feature permits Customer devices to send and receive IP data with Customer servers in customer datacentre locations via predefined virtual private network connections.
- (b) Unless otherwise agreed between the Parties, Vodafone will provide access to the web management portal and APIs (where applicable) across the public internet.

3. Optional Service Elements

- 3.1 **Vodafone Device Hardware:** Vodafone may provide the following Equipment configuration services on any Vodafone Device Hardware, excluding USB Connect. If Equipment configuration Services apply, the Charges for the following services shall be set out in the Commercial Terms:

- (i) SIM insertion - insertion of the SIM into the Device Hardware.

Global Managed IoT Connectivity

Service Specification



Enterprise Customers

- (ii) APN management - setting of Customer specific APN, associated credentials (username and password) and security settings in the Device Hardware. The same settings will be applied to all Device Hardware.

3.2 Additional IoT Platform Features:

- (a) Where set out in the Commercial Terms, any of the following IoT Platform services may be included in the in the Service:
 - (i) Web management portal - The web management portal supports day-to-day management of Customer's installed connection base, including activation and deactivation of SIMs, setting usage alerts, and troubleshooting. In addition, it provides access to a number of standard reports which allow Customer to view usage patterns for individual or groups of SIMs.
 - (ii) Inbound APIs - The inbound APIs support management of SIM lifecycle, live connection control, user accounts, audit history and live data retrieval about device service use. In addition, the inbound APIs provide access to all reports available via the web interface, permitting Customer to extract the information into their own processing systems.
 - (iii) Outbound APIs - The outbound APIs support delivery of short messages ("SMS") originated on Device Hardware, delivery receipts, plus notification of the commencement of live data sessions and notification of predefined alerts generated by the SIM asset base.
 - (iv) RADIUS proxy - A service permitting Customer to implement their own "Radius Server" in order to manage authorisation of data sessions, issuing of IP addresses to devices and to receive periodic accounting information messages from live data sessions between Device Hardware and Customer Servers.
 - (v) SMPP - The SMPP service supports common components of the legacy SMPP v3.4 protocol. This interface provides Customer with the ability to send and receive short messages using the SMPP transaction format. The interface also supports return of delivery receipts and the enquire link facility for checking SMPP server availability.

4. Service Requirements

- 4.1 Due to the nature of packet-data communications, data sessions must be initiated from the Device Hardware.

5. Management Operations Manual

- 5.1 Vodafone will provide a management operation manual ("Management Operations Manual" or "MOM") which will provide a high level functional view of the Service including contact details and business process design for logistics and support of the Services.
- 5.2 Vodafone may amend the MOM from time to time in order to improve the Services for all customers. Vodafone shall provide Customer with an updated version of the MOM.



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 Customer's business operations.
- 1.2 Customer shall appoint points of contact responsible for reporting and progressing Incidents.
- 1.3 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	Operating Hours
Vodafone Service Desk hours	08:00 to 18:00 UK time during the Working Day (Monday to Friday excluding public holidays)

- 1.4 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.
- 1.5 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. In order to provide support, Customer agrees that they will provide access to Vodafone and/or its Third Party Providers, including the provision of temporary User rights if required.
- 1.6 The Vodafone Service Desk shall determine whether a detected or reported Incident is attributed to connectivity or the Device Hardware.
- 1.7 Vodafone shall: (a) raise a Trouble Ticket; (b) track the Trouble Ticket through to closure; (c) keep a record of the Incident; (d) investigate and carry out diagnostic activities; and (e) where possible, resolve the Incident.
- 1.8 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 Standard List Price.

2. Severity Level of Incidents and Incident Intervention and Resolution Time

- 2.1 **Incidents.** Vodafone aim to resolve as many Incidents as possible at the first point of contact within a reasonable timeframe. If Vodafone are unable to resolve an Incident reported in accordance with Clause 1 above at the first point of contact, Vodafone will then allocate the Incident for 2nd line support.
- 2.2 The 2nd line support will manage the Incident (where applicable) against the following target resolution timescales (such timescales shall be measured from the point of 1st line support in Clause 1 being exhausted and 2nd line support being engaged).

Severity Level	Description	IoT Platform Incident Intervention Time	IoT Platform Incident Resolution Time
P1 Critical Service Affecting	Complete breakdown or outage of the IoT Platform or a critical functionality that renders the system unusable. Business Impact: Critical Impact on ability to operate Business Processes.	30 minutes	6.5 hours
P2 Major	Significant degradation of the IoT Platform or a critical function that, while not rendering the system completely	1 hour	16 hours



Service Levels

Enterprise Customers

Service Affecting	unusable, considerably limits one or more of its critical functions. Business Impact: Significant Impact on ability to operate Business Processes.		
P3 Minor Service Affecting	A minor degradation of the IoT Platform or some functionality that causes minimal loss of service and does not limit its critical functions. Business Impact: Minor Impact on the ability to operate Business Processes.	4 Working Hours	9 Working Days
P4 Non Service Affecting	No limitation of the IoT Platform 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	18 Working Days

2.2 Vodafone Device Hardware Incidents:

- (a) For Incidents relating to Vodafone Device Hardware which incorporate a Vodafone SIM, Vodafone shall, in the first instance, attempt to resolve the Incident remotely.
- (b) Vodafone shall use reasonable endeavours to respond and/or resolve any Incidents relating to Vodafone Device Hardware as soon as practicable.
- (c) Vodafone advise the Customer to hold sufficient Device Hardware in reserve to mitigate the potential for disruptions to Service as a result of incidents relating to Vodafone Device Hardware.

3. Maintenance Windows and Notifications

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

4. IoT Platform Service Availability

- 4.1 Applicability: Service Levels apply from the Service Commencement Date for the applicable Service Element depending on the Service Level measure, unless stated otherwise.
- 4.2 Excluded Events: Vodafone is not responsible for failure to meet Service Level if the Service Level is affected by an Excluded Event.
- 4.3 Service availability contained in the below table is based on the individual parts of the Connected Networks through to Customer systems as set out in the diagram in the Service Specification:

Service Element	Service Element Description	Service Level Target
IoT Platform: core Service Elements 2G/3G/4G/5G NSA/LTE-M/NB-IoT core service	The components of the IoT Platform required to transmit data and SMS or provision these Services. Note: SMS is not supported with NB-IoT	Target availability of 99.9% uptime per month excluding any Excluded Event or planned maintenance.
IoT Platform: management Services	All other components of the IoT Platform, including but not restricted to those required for management reporting.	Target availability of 99.7% uptime per month excluding any Excluded Event or planned maintenance.



Service Levels

Enterprise Customers

IoT Platform data messaging services: NB-IoT/LTE-M data messaging services	All other Services of the IoT Platform, required for API data messaging services	Target availability of 98.0% uptime per month excluding any Excluded Event or planned maintenance.
---	--	--

Global Managed IoT Connectivity

Value Added Reseller – Extra Service Terms

Enterprise Customers



[NOTE: Include for Managed Connectivity Service where there is a Value Added Reseller component]

1. Scope of Reselling

- 1.1 Vodafone appoints Customer as a non-exclusive Value Added Reseller of the Services for the territories listed in Commercial Terms ("**Reseller Territories**"). For the purposes of these Service Specific Terms, "**Value Added Reseller**" means a distributor who combines services, applications or hardware with the Services to create an end product or service (the "**End Product**") to sell to its own customers.
- 1.2 The Parties acknowledge and agree that Customer shall only be permitted to resell the Services and Equipment to the entities to which Customer is selling the End Product ("**Client(s)**"), and only where Customer is acting as a Value Added Reseller. Customer shall procure that, where a Client has purchased an End Product from Customer, the Services shall be used only as part of the End Product.
- 1.3 Customer shall not (and shall procure that the Client does not) resell one or more Service Elements on a standalone basis. A breach of this clause shall be deemed a material breach of the Agreement.

2. Relationship between Vodafone, Customer and Clients

2.1 Relationship between Customer and Vodafone:

- (a) Customer shall (and shall use all reasonable endeavours to procure that each Customer Group Company shall) contract with Vodafone for the provision of the Services in the Reseller Territories where Customer requires services that are substantially similar to the Services. This obligation is subject to Vodafone's offer to Customer being: (a) technically and economically appropriate; and (b) promptly available.
- (b) Should additional services or features be required by Customer in Customer Reselling Territories in the normal course of its business, Customer shall provide Vodafone with the right of first option to provide such additional services and Vodafone shall have 30 days to respond to such request, during which time Customer will not enter into negotiations with any third party competitor to provide such additional services.
- (c) Nothing in this clause is intended to restrict Customer from continuing to use those services for which relationships and/or partnerships pre-date the signature of this Agreement.
- (d) The Parties shall each appoint a representative as single point of contact for any issues arising under the reselling of Vodafone's Services.

2.2 Relationship between Customer and Clients:

- (a) Customer, not Vodafone, is providing the End Products and Services to the Clients.
- (b) Customer shall contract directly with the Clients in its own name.
- (c) Where Vodafone's name, logo or brand is used, or disclosed to a Client, in any way in connection with the End Product, any contract between Customer and the Clients shall comply with the obligations in the Agreement including:
 - (i) a statement that Vodafone is not providing the End Product or Services directly to the Clients or Users;
 - (ii) a statement that Customer and not Vodafone will provide the End Product and Services and support for the End Product and Services;
 - (iii) sufficient permission to enable Vodafone to process information relating to the Clients as contemplated by this Agreement and in particular clause 13 (Data Protection) of the General Terms and these Service Specific Terms (where applicable);
 - (iv) a disclaimer, to the extent permitted by Applicable Law, of all warranties by Vodafone and any liability by Vodafone of its group for any damages, whether direct, indirect, or consequential, arising from the sale or use of the End Product or Services.

Global Managed IoT Connectivity

Value Added Reseller – Extra Service Terms



Enterprise Customers

- (d) Customer shall directly manage with regard to its Clients the ensuing invoicing, payment or credit terms and the collection of amounts due.
- 2.3 Save as Vodafone may authorise in writing under clause 12.2, the Customer shall neither name nor reference Vodafone in its contract with any Client for such End Product.
- 2.4 **Relationship between the Clients and Vodafone:**
 - (a) **No contractual relationship:** No contractual relationship exists or will be created between Vodafone and Customer's Clients without the prior, express written consent of Vodafone.
 - (b) **No Agency:** Customer shall not represent itself as an agent of Vodafone for any purpose, nor give any condition or warranty or make any representation on Vodafone's behalf or commit Vodafone to any contracts. Customer shall not without Vodafone's prior written consent make any representations, warranties, guarantees or other commitments with respect to the specifications, features or capabilities of the Services which are inconsistent with those contained in the most recent official material supplied by Vodafone, or otherwise incur any liability on behalf of Vodafone.
- 2.5 Customer will indemnify and hold Vodafone harmless from and against all claims, losses, liabilities, damages, costs and expenses (including, without limitation, reasonable legal fees) incurred by Vodafone arising out of any actions, claims or proceedings brought by a third party against Vodafone as a result of Vodafone being found to be a direct service provider to Clients and/or Users.

3. Restrictions on Use

- 3.1 Customer may only provide closed telecommunications services (not public) to their Clients and Users.

4. Compliance with local laws and regulations

- 4.1 **Due Diligence:** Customer shall perform all due diligence prior to the provision of the Services and during the agreement with the Client to ascertain whether the End Product(s) or Services offered by Customer to the Client are, and remain, compliant with the local laws or regulations in the countries in which Customer is offering them.
- 4.2 **Licenses and Permits:** Customer shall obtain and maintain in force for the Minimum Term and any subsequent Renewal Term and the term of any agreement with its Clients all licences, permissions, authorisations, consents and permits needed to resell the Services and sell the End Products.
- 4.3 **Liability Disclaimer:** Vodafone shall not be liable to Clients or Users or other third party to whom Customer makes the Services or End Products available, nor for any End Product. For the avoidance of doubt, Vodafone has no knowledge or expertise in the reselling of the Services nor the End Products.
- 4.4 **Non Compliance:** Customer is responsible for ensuring the Services and End Products comply with the Applicable Laws of the Territories. If Vodafone reasonably believes that the provision of the Services by Customer could breach local law or regulations, or the local regulator or a local operator raise reasonable concerns, then:
 - (a) Vodafone may immediately suspend or terminate the provision of the Services to Customer without liability or cost to Vodafone; and
 - (b) without prejudice to Vodafone's right to suspend or terminate the provision of the Services, Customer will indemnify and hold Vodafone harmless from and against all claims, losses, liabilities, damages, costs and expenses (including, without limitation, reasonable legal fees) incurred by Vodafone and arising out of any actions, claims or proceedings brought by a third party against Vodafone as a result of Customer's alleged or proven non-compliance with local law or regulation or as a result of Vodafone being found, by local law or regulation, to be the direct service provider to the Client and/or User.

5. Numbers

- 5.1 **Provision of Numbers:** Vodafone may allocate telephone numbers (which shall include IMSI ranges) to Customer. Vodafone shall be entitled to reallocate or change such numbers as a result of changes in

Global Managed IoT Connectivity

Value Added Reseller – Extra Service Terms



Enterprise Customers

applicable law or instructions from the NRA. In such event, Vodafone shall use all reasonable efforts to minimise any disruption to Customer. Where Customer or Client has failed to comply with this Agreement, Vodafone shall be entitled to withdraw any numbers that have been allocated as a result of such failure.

- 5.2 **No Proprietary Rights:** Customer acknowledges that it has no proprietary rights in the telephone numbers (which shall include IMSI ranges) allocated to Customer or the Client.

6. Financial Assessment

- 6.1 Vodafone shall credit assess Customer from time to time as reasonably required by Vodafone to assess Customer's risk profile. Vodafone may use Customer's risk profile and credit assessments to set limits on the number (as determined by Vodafone) of active Connections which Customer may have on Customer's Vodafone account. Vodafone may make available to Customer details of such maximum limits on active Connections upon request.
- 6.2 Vodafone may at any time require Customer to provide financial security in such form as Vodafone in its sole discretion may elect (including without limitation bank or other guarantees) and which in Vodafone's opinion is appropriate as security against Customer's non-compliance with or non-observance of any of the provisions hereof (including without limitation failure to pay charges due). Refusal to provide such security or failure to provide it within thirty (30) days of the date of request by Vodafone shall be deemed to be a material breach of this Agreement by Customer.

7. Audit

- 7.1 In relation to the reselling of Vodafone's Services, Customer agrees to provide Vodafone access to its internal systems and reports on the provision of one week's notice, or less by mutual agreement, for the purposes of ensuring compliance with the provisions of this Agreement. Customer will ensure that appropriate staff will be available to assist Vodafone in undertaking such audits.

8. Insurance

- 8.1 Customer shall maintain in force at all times sufficient insurance with a reputable insurance company to meet all of its obligations arising under or in connection with the reselling of Services under this Agreement, and provide appropriate documentary evidence of such insurance.
- 8.2 If Vodafone does not reasonably believe that Customer's insurance cover is sufficient to cover its risks and obligations for reselling its services under this Agreement Vodafone may require Customer to increase its level of insurance cover to such level as Vodafone shall consider appropriate. Failure to put in place such cover shall be considered a material breach and entitle Vodafone to terminate Customer's right to provide any reseller services to its Clients.

9. Invoicing

- 9.1 Vodafone shall enable Customer to identify the duration, time and quantity of data transfers applicable to each SIM provided to Customer for its Clients under this Agreement.
- 9.2 Vodafone will endeavour to issue within 30 days of the end of each month, monthly invoices to Customer for Charges incurred by its Clients:
- (a) during the relevant preceding month; and
 - (b) prior to the relevant preceding month, if Vodafone has not previously invoiced for those Charges.
- 9.3 Customer acknowledges that:
- (a) Vodafone network call detail records for Vodafone Services supplied; and
- Network records of the Third Party Operators for Communications from or to Clients carried by such Third Party Operators are primary evidence that a Vodafone Services was supplied as recorded.

Global Managed IoT Connectivity

Value Added Reseller – Extra Service Terms



Enterprise Customers

- 9.4 Vodafone is not responsible for invoicing and collecting any monies owed by the Client and Customer must pay Vodafone in accordance with this Agreement regardless of any outstanding monies owed to Customer by its Clients.
- 9.5 Vodafone shall only consider billing queries from Customer if made within six (6) months of the date of Vodafone's invoice for such Charges.

10. Termination of agreement between Customer and Clients

- 10.1 On termination of this Agreement Customer shall:
- (a) offer Vodafone the opportunity to transfer Clients and Users to the direct management of Vodafone and (where requested by Vodafone) use its best endeavours to:
 - (i) assign its Users (and the benefit of its contracts with Clients for the Services) to Vodafone in its capacity as a service provider;
 - (ii) direct the payment to Vodafone of such part of the consideration paid or payable by the assignee as will discharge any outstanding indebtedness of Customer to Vodafone under or in connection with this Agreement; and
 - (iii) provide Vodafone with such assistance and access to all billing and administration systems operated by or on behalf of Customer for the provision of the Services to the Clients as Vodafone may reasonably require in order to continue providing the Services to the Clients and to assist in the migration of some or all of the Users to any one or more alternative service provider of Vodafone or to Vodafone in its capacity as a service provider,
 - (b) upon request by Vodafone give Vodafone details of the name and address of all Clients together with the subscription identifier of each User. Vodafone may write to these Clients (and former Clients) in order to advise them of the names and addresses of the service providers of Vodafone from which the Clients may obtain the Services after termination or on expiry of this Agreement.

11. Equipment

- 11.1 Customers shall not and shall ensure that its Clients shall not remove or obscure any logo or writing on Equipment that Vodafone has supplied to Customer.
- 11.2 Customer shall procure that its Clients and Users shall not tamper with or attempt to repair or service the Equipment or allow any party other than Vodafone to do so.
- 11.3 Customer shall (and shall procure that its Clients shall) keep all Equipment that Vodafone has supplied to Customer and which Customer does not own, in Customer's possession, and shall not (i) sell it, place a charge on it or otherwise dispose of it; or (ii) otherwise use or copy the SIMs.

12. Trademarks

- 12.1 Save as Vodafone may authorise in writing under clause 12.2, Customer shall not use Vodafone's name, logo or brand to market, advertise or promote the End Products nor to suggest or imply any association between Vodafone and the End Products.
- 12.2 If Vodafone allows the Customer to use the Vodafone brand by giving written notice, then, provided that the Customer complies with clause 2.2(c) Vodafone grants the Customer a licence to use the trade marks identified below or such other trade mark as Vodafone may notify to Customer in writing from time to time ("**Vodafone Marks**").



Global Managed IoT Connectivity

Value Added Reseller – Extra Service Terms



Enterprise Customers

12.3 Any Vodafone Marks are licensed on the following terms:

- (a) Customer shall not use or register any confusingly similar devices, logos, trade names, trade marks or domain names.
- (b) Vodafone grants to Customer in the Reseller Territories a non-exclusive, royalty-free, non-sub-licensable, non-transferable, licence to use the Vodafone Marks only for the purpose of indicating that the Customer uses Vodafone M2M Services as part of its wider solution, or End Product, provided to the Client.
- (c) Customer shall use the Vodafone Marks strictly in accordance with Vodafone's written instructions and brand guidelines notified to Customer.
- (d) Customer shall notify Vodafone of the proposed use of the Vodafone Marks in any promotional, marketing or advertising materials before any such use of the Vodafone Marks in the public domain, and shall allow Vodafone to object and propose an amendment to any such use within **ten (10) days** of such notification.
- (e) Vodafone shall give Customer reasonable notice of any changes to Vodafone Marks. Customer shall implement all changes to its use of the Vodafone Marks within a reasonable time.
- (f) Nothing will afford Customer any right, title or interest in respect of any of the Vodafone Marks apart from the right of Customer to use the Vodafone Marks as provided in this clause 12. Any use of the Vodafone Marks will be for the benefit of the owner of the Vodafone Marks only. Any goodwill in the Vodafone Marks that may have been acquired by Customer through its use of the Vodafone Marks will automatically be transferred to Vodafone Group Plc or such other company as is specified by Vodafone for this purpose without any compensation to Customer.
- (g) Customer will not challenge the validity of the Vodafone Marks in any country and will not undertake or authorise any practice that may be detrimental to the Vodafone Marks or goodwill or reputation of any Vodafone Group Company or may result in the rights of any Vodafone Group Company in the Vodafone Marks becoming diluted.
- (h) Customer agrees to indemnify Vodafone against any and all claims, demands, liabilities and damages (including, without limitation, reasonable legal fees and expenses) arising from or incurred in connection with Customer's use of the Vodafone Marks in any manner other than in accordance with the terms of this clause 12.
- (i) The licence granted in this clause 12 will automatically terminate on termination of the Agreement or termination or expiry of these Service Specific Terms. Vodafone shall be entitled to terminate the licence granted by this clause 12 with immediate effect at any time by written notice to Customer if Customer commits a breach of any of its obligations under the terms and conditions of this clause 12.

13. Customer's Operational Obligations

13.1 Customer will be entirely responsible for the direct relationship with the Clients and Users and shall:

- (a) So far as technically possible, integrate their processes and systems with those of Vodafone including, without limitation, Vodafone's web management portal.
- (b) On a quarterly basis, or more frequently by mutual agreement, supply Vodafone with a rolling sales forecast and a staged status report on its current sales pipeline.
- (c) Ensure that proposals submitted to Clients are of high quality and specifically address the requirements established by the Client.
- (d) Manage Equipment logistics from the point of delivery from Customer to Client premises in accordance with Client requirements.
- (e) Manage and control the installation of Equipment in accordance with relevant specifications and processes determined and provided by Vodafone. Vodafone is not specifying equipment, unless SIMs are equipment.

Global Managed IoT Connectivity

Value Added Reseller – Extra Service Terms



Enterprise Customers

- (f) Provide a first line service and basic diagnostic helpdesk, and develop with Vodafone 'handover' processes suitable for transferring fault calls into Vodafone's second line diagnostic support centres.
- (g) Process sales opportunities, leads and requests that Vodafone may provide from time to time.

14. Vodafone's Operational Obligations

14.1 In pursuance of this Agreement, Vodafone shall:

- (a) Maintain an ongoing dialogue with Customer on technical developments, Vodafone marketing and sales activity and other matters which are considered to be relevant to the ongoing operation of the Agreement;
- (b) Provide appropriate technical support to assist Customer in integrating its processes and systems with the Vodafone web management portal; and
- (c) Develop and install processes and appropriate documentation appropriate to the supply of SIMs to Customer in accordance with this Agreement,

provided that, in each case, Vodafone shall not be required to interact with Clients, Users nor any other third parties in relation to any End Product, nor have any direct involvement in developing or creating any End Product.

14.2 In accordance with the Service Levels, establish processes facilitating the transfer of unresolved first line diagnostic fault calls to Vodafone second- and third-line fault resolution helpdesks. Vodafone will maintain this facility for the duration of the Agreement. For avoidance of doubt, such process shall not include Clients or Users or any other parties who have purchased an End Product directly contacting the Vodafone Service Desk.



Definitions

Enterprise Customers

The following definitions are applicable to the Services (including the Optional Service Elements set out in the Extra Service Terms where applicable):

Change Request	Customer may submit to Vodafone a change to the technical scope of the Services requested by Customer as further described in the Service Terms.
Connected Networks	the Networks that are associated with the Network Tiers chosen by Customer for the relevant SIM.
Customer Device Hardware	in the context of these Extra Service Terms means a satellite terminal used to connect to the Satellite Network.
Designated Country	means the countries listed in the Commercial Terms.
Device Hardware	Equipment (excluding SIMs) including but not limited to remote equipment for sensors, monitoring applications, connectivity and radio interfaces used to connect to the IoT Platform, and any other equipment provided by Vodafone as detailed under any applicable Extra Service Terms
Equipment	as defined in the General Terms save that for the purpose of these Service Specific Terms only, the definition of Equipment shall include the SIMs and any Device Hardware supplied by or on behalf of Vodafone to Customer.
Excluded Event	any of the following: <ul style="list-style-type: none"> (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 supplied Device Hardware 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.
Extra Service Terms	the additional terms that apply to certain Service Elements ordered by Customer, set out in the Extra Service Terms and/or as Vodafone otherwise advises Customer in writing.
Incident	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,



Definitions

Enterprise Customers

	and excluding any fault, incident or problem with any other Vodafone service purchased under separate service terms.
Incident Intervention Time	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.
Incident Resolution Time	the target maximum time to return the Service or Vodafone Device Hardware (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 or Planned Maintenance Events/Changes. If Vodafone is prevented from achieving the target due to a Force Majeure event, the Incident Resolution Time will be extended by the duration of the impairment and an appropriate start-up time.
IOT Platform	is an integrated connection management service offering remote control of data connections and services for machine to machine devices as further described in the Service Specification.
Minimum Specification	means the specification for Customer Device Hardware published from time to time by Inmarsat Plc. The current list is available at: http://www.inmarsat.com/service/bgan-iot/ but may be updated from time to time.
Network Tier(s)	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.
Planned Maintenance Events/Changes	as described in the Service Levels.
Purpose	has the meaning set out in the Commercial Terms.
Reseller Territories	the countries listed in Reseller Territories schedule.
Satellite Network	means the Broadband Global Area Network (BGAN) provided and operated by a Third Party Provider.
Service Level(s)	the service levels which apply to the provision of the Service as set out in the Service Levels in the Service Specific Terms and/or Extra Service Terms.
Severity Level	the priority assigned by Vodafone (in its absolute discretion) based on the severity of an Incident as set out the Service Levels in the Service Specific Terms and/or Extra Service Terms.
SIM	a “subscriber identity module” card is an integrated circuit storing user specific data to allow controlled and secure use of Device Hardware on the Network.
Statement of Work	the document prepared for Customer by Vodafone providing details of the Service, if applicable.
Third Party Provider	Means a third party contract by Vodafone that provides part of the Service or that provides service that connects to the service



Definitions

Enterprise Customers

Trouble Ticket	a record of an Incident with a unique reference allocated to it which shall be used for all subsequent updates and communications.
User	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.
Vodafone Device Hardware	any Device Hardware supplied by or on behalf of Vodafone to Customer under this Agreement.
Vodafone Service Desk	Vodafone's dedicated service for managing Incidents.

Global Managed IoT Connectivity

Global IoT Devices - Extra Service Terms



Enterprise Customers

These Global IoT Devices – Extra Service Terms are applicable where Customer has selected Global IoT Devices in the Commercial Terms.

1. Service description

- 1.1 The Global IoT Devices Service is a bundle of Device Hardware and IoT connectivity to connect Customer's Equipment to back-end applications via cellular Network (the "**Service**").

2. Structure

- 2.1 These Extra Service Terms form part of the Service Terms for the Vodafone Managed Connectivity Service when Customer orders the Global IoT Devices Optional Service Element. If there is a conflict between them, these Extra Service Terms will supersede the Vodafone Managed Connectivity Service Terms, but only for the Global IoT Devices Optional Service Element.

3. Service Terms

- 3.1 **Restriction on use:** Customer shall not use the Equipment: (a) for the transmission of voice (including VOIP); (b) to access a publicly addressable destination (i.e. public IP address) including through the use of a proxy, gateway or routing; (c) in a way that attempts to penetrate security measures whether or not the intrusion results in the corruption or loss of data; (d) in a way that uses the Services or software related to Internet Relay Chat, peer to peer file sharing, bit torrent, or proxy server network; (e) in a way that involves spamming, the sending of bulk unsolicited emails or commercial messages or maintaining an open SMTP relay; or (f) in a way that causes the Network to be impaired.
- 3.2 **Equipment installation:** Vodafone is not responsible for installation of the Device Hardware in or on the Customer asset.

4. Support and Service Level Agreement

- 4.1 The Vodafone Managed Connectivity Service Support and Service Level Agreement does not apply to the Global IoT Devices Service. The Global IoT Devices Support and Service Level Agreement is below:

4.2 Incident Management:

- (a) 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 Customer's business operations.
- (b) Customer shall appoint primary and secondary points of contact responsible for reporting and progressing Incidents.
- (c) 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 Severity Level 1 and Severity Level 2 support hours	Time range when Severity Level 1 and Severity Level 2 Incidents and Emergency Requests are processed and managed.	24 x 7 (365 days)
Service Desk Severity Level 3 and Severity Level 4 support hours	Time range when Severity Level 3 and Severity Level 4 Incidents are processed and managed.	08:00 to 18:00 CET (Monday to Friday)

Global Managed IoT Connectivity

Global IoT Devices - Extra Service Terms



Enterprise Customers

- (d) 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.
- (e) 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.
- (f) The Vodafone Service Desk shall determine whether a detected or reported Incident is attributed to connectivity or the Device Hardware.
- (g) 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.
- (h) 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 prevailing rates.

4.3 Severity Level of Incidents and Incident Intervention and Resolution Time:

- (a) **Connectivity Incidents:** 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 following table details the different priorities for Incidents with the Service.

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	6.5 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	16 hours
P3 Minor Service Affecting	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. Business Impact: Minor Impact on the ability to operate Business Processes.	4 Working Hours	9 Working Days
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	30 Working Days

Global Managed IoT Connectivity

Global IoT Devices - Extra Service Terms



Enterprise Customers

(b) **Device Hardware Incidents:**

- (i) For Incidents relating to Device Hardware which incorporate a Vodafone SIM, Vodafone shall, in the first instance, attempt to resolve the Incident remotely.
- (ii) The following table details the Incident Intervention Time and Incident Resolution Time for remotely managed Incidents for the Device Hardware:

Incident Intervention Time	Incident Resolution Time
4 Working Hours	Within 9 Working Days

4.4 **Maintenance Windows and Notifications:**

- (a) Maintenance Events/Changes are required for optimising and further enhancing the functionality and efficiency of Vodafone's Services. The execution of Maintenance Events/Changes is kept to the minimum required and events are planned to minimise the impact on Service.
- (b) The following table includes the details of Maintenance Windows and Notifications, and differentiates between "Planned" and "Emergency" events or changes.

	Planned Maintenance Events/Changes	Emergency Events/Changes
Announcement	Submitted 5 Working Days in advance.	As soon as possible before the necessary change is performed.
Duration	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.

5. IOT Platform Service Availability

5.1 Service availability contained in the below table is based on the individual parts of the Connected Networks through to Customer systems as set out in the diagram in the Service Specification:

Service Element	Service Element Description	Service Level Target
IOT Platform: core Service Elements	The components of the IOT Platform required to transmit data and SMS or provision these Services.	Target availability of 99.7% uptime per month excluding any Excluded Event or planned maintenance.
IOT Platform: management Services	All other components of the IOT Platform, including but not restricted to those required for management reporting.	Target availability of 99.0% uptime per month excluding any Excluded Event or planned maintenance.

Global Managed IoT Connectivity

Satellite IoT Connectivity - Extra Service Terms

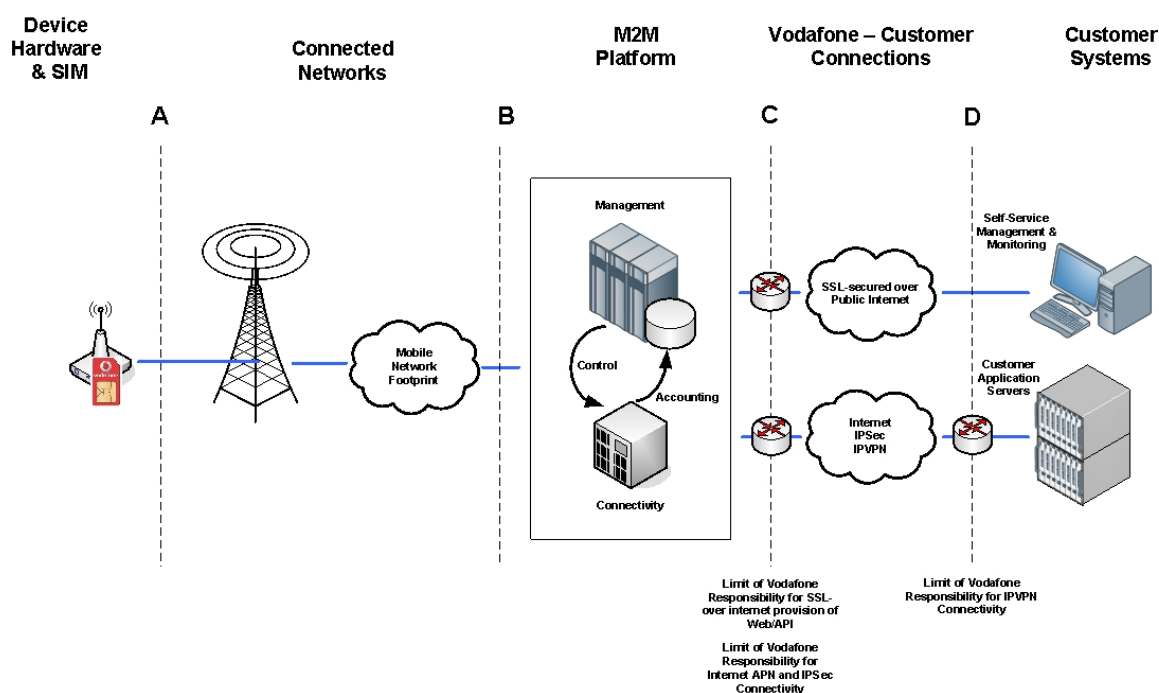
Service Specification



Enterprise Customers

1. Service Elements

- 1.1 The Service comprises core Service Elements (“**Core Service Elements**”), and may also, when specifically set out in Commercial Terms and/or Order, comprise additional Service Elements (“**Optional Service Elements**”).
- 1.2 **Core Service Elements:** The Core Service Elements comprise:
 - (a) Device Hardware and SIM;
 - (b) Connected Networks;
 - (c) IOT Platform;
 - (d) Vodafone to Customer Connections.
- 1.3 **Optional Service Elements:** The following Optional Service Elements are also available:
 - (a) Professional Services
- 1.4 These components of the Technical Services are illustrated below:



2. Core Service Elements

- 2.1 **Equipment and Connected Networks:**
 - (a) All Equipment supplied by or on behalf of Vodafone to Customer shall meet the specifications provided by Vodafone.
 - (b) Vodafone will provide the ability to use the Equipment on the Connected Networks.

Global Managed IoT Connectivity

Satellite IoT Connectivity - Extra Service Terms

Service Specification



Enterprise Customers

- (c) Device Hardware will be able to establish communication between that Equipment and the Customer's chosen central application servers using the SIM, Connected Networks and other components of the Services.
- (d) The Device Hardware will establish packet data communications using an access point name ("APN"). The APN included in the price to the Customer is detailed in the Commercial Terms and/or an Order. This will be one or more of the following types of APN:
 - (i) **Shared internet APN** – An APN shared by several customers, permitting devices to establish predefined connections to Customer servers over the public internet. Although the APN name is shared, it is not possible for traffic from one SIM to reach another.
 - (ii) **Private internet APN** - An APN dedicated for use by a single customer, permitting devices to establish predefined connections to Customer servers over the public internet.
 - (iii) **Private Corporate APN** – An APN dedicated for use by a single customer, permitting devices to establish connections over private IP networking to Customer servers.
- (e) **Provision of APN:** Customer shall remain liable for all data traffic across the APN which shall be secured by the Customer. For the avoidance of doubt, Customer acknowledges that any traffic generated through any unsecured public internet APN shall be at its own risk and Vodafone recommends that its customers do not use the Services in an unsecured manner.
- (f) **SIM States:**
 - (i) SIMs can be in the following states:
 - (A) **Inactive:** means the SIM is not recognised by the Network and therefore incapable of communication;
 - (B) **Active Test:** means the SIM is recognised by the Network, is capable of communication for a specified duration or data volume, but is not subject to billing;
 - (C) **Active Ready:** means the SIM is recognised by the Network and will transition to Active Live on the first data session;
 - (D) **Active Live:** means the SIM is recognised by the Network and is capable of communication;
 - (E) **Active Suspend:** means the SIM is recognised by the Network but incapable of communication until manually set to Active Live;
 - (F) **Active-Suspend Regulatory:** means the SIM is recognised by the Network but incapable of communication due to country-specific regulatory measures until manually set to Active Live;
 - (G) **Active Standby:** means the SIM is recognised by the Network but incapable of communication until automatically set to Active Live on the first data session;
 - (H) **Active Sleep:** means the SIM is removed from the Network following 2 months in the Active Suspend state. SIM can be reactivated;
 - (I) **Inactive Stopped:** means the SIM is removed from the Network for 1 month before being changed to Terminated state. SIM can be reactivated during this period;
 - (J) **Inactive-Transformed:** means the SIM is recognised as having being transformed from a Global SIM to a local SIM; or
 - (K) **Terminate(d):** means the SIM has been permanently removed from the Network, will not be capable of communication and cannot be reactivated again.

Global Managed IoT Connectivity

Satellite IoT Connectivity - Extra Service Terms

Service Specification



Enterprise Customers

- (ii) If Customer moves the SIM into the Active Test state then, on the earlier of: (i) Customer using 100KB of data as part of a one-week-maximum test duration; or (ii) SIM reaching a maximum of 3 months in Active Test, the SIM will automatically move into Active Ready. On the next data session the SIM will then move automatically into Active Live.
- (iii) Customer shall ensure that, within a period of 6 months from entering the Active Ready state, the SIM is moved into the Active Live state. For a SIM in the Active Ready state for more than 6 months, Vodafone will automatically move the SIM to Active Standby, which incurs a Charge as set out in the Commercial Terms and/or Order or shall be at Vodafone's Standard Price List.
- (iv) Customer shall ensure that no more than 10% of SIMs will be in the Active Suspend state at any given point. If more than 10% of connections are in Active Suspend state, Vodafone reserves the right to charge £0.22 per SIM per month above the 10% threshold.
- (v) Once SIMs have been moved into any Active state Customer shall not move SIMs back to an Inactive state unless Customer wishes Vodafone to move the SIMs to a Terminated state. Vodafone may move any SIM that is moved back into the Inactive state to the Terminated state.
- (vi) Customer may request Vodafone to Terminate SIMs at any time by transitioning them into Inactive Stopped provided the Target Spend set out in the Commercial Terms has been met.

2.2 IOT Platform:

- (a) The Vodafone IOT Platform is an integrated connection management service offering remote control of data connections and services for machine to machine devices.
- (b) The IOT Platform services included in the price to the Customer are detailed in the Commercial Terms and/or Order. These may include:
 - (i) **Web management portal** - The web management portal supports day-to-day management of Customer's installed connection base, including activation and deactivation of SIM, setting usage alerts, and troubleshooting. In addition, it provides access to a number of standard reports which allow the Customer to view usage patterns for individual or groups of SIMs.
 - (ii) **Inbound APIs** - The inbound APIs support management of SIM lifecycle, live connection control, user accounts, audit history and live data retrieval about device service use. In addition, the inbound APIs provide access to all reports available via the web interface, permitting the Customer to extract the information into their own processing systems.
 - (iii) **Outbound APIs** - The outbound APIs support delivery of short messages ("SMS") originated on Equipment, delivery receipts, plus notification of the commencement of live data sessions and notification of predefined alerts generated by the SIM asset base.
 - (iv) **RADIUS proxy** - A service permitting the customer to implement their own Radius Server in order to manage authorisation of data sessions, issuing of IP addresses to devices and to receive periodic accounting information messages from live data sessions between Equipment and Customer Servers.
 - (v) **SMPP** - The SMPP Service supports common components of the legacy SMPP v3.4 protocol. This interface provides customers with the ability to send and receive short messages using the SMPP transaction format. The interface also supports return of delivery receipts and the enquire link facility for checking SMPP server availability.
- (c) Further details on the functionality of the web management portal, inbound, outbound APIs, RADIUS proxy and SMPP are set out in the IOT Platform user guides.
- (d) From time to time Vodafone will issue new releases of the IOT Platform which will introduce new features or retire redundant functionality.

Global Managed IoT Connectivity

Satellite IoT Connectivity - Extra Service Terms

Service Specification



Enterprise Customers

(e) **Training on the IOT Platform:**

- (i) Vodafone will provide Customer with user guides detailing how to use the web management portal.
- (ii) Where requested by Customer, Vodafone will provide up to two sessions of a “train the trainer” session. This “train-the-trainer” session will provide these individuals with the knowledge to train other Customer personnel on the use of the web management portal. All “train-the-trainer” training will be undertaken remotely unless agreed otherwise by both Parties during the course of implementation and may be subject to additional Charges.
- (iii) Customer may request additional training in which case Vodafone will respond, setting out the applicable Charges. On receipt of Vodafone's response, Customer will confirm whether it wishes to progress with the additional training or not.

2.3 **Vodafone-Customer Connections:**

- (a) Vodafone will provide backhaul connectivity for data traffic between the IOT Platform and the Customer Site. The backhaul connectivity included in the price to the Customer is detailed in the Commercial Terms and/or an Order. This will be one of the following options:
 - (i) **Public Internet** – In conjunction with a Shared Internet or Private Internet APN, the feature permits Customer devices to send and receive IP data with Customer servers located at predefined IP addresses.
 - (ii) **VPN using IPSec over Internet** - In conjunction with a Private Corporate APN, the feature permits customer devices to send and receive IP data with Customer servers via an IPSec encrypted tunnel across the public internet.
 - (iii) **Private IP VPN services** - In conjunction with a Private Corporate APN, the feature permits customer devices to send and receive IP data with Customer servers in customer datacentre locations via predefined virtual private network connections.
- (b) Unless stated otherwise in the Statement of Work, Vodafone will provide access to the web management portal and APIs (where applicable) across the public internet.

2.4 **Vodafone Equipment:**

- (a) Vodafone may provide the following Equipment configuration services on any mobile Equipment, excluding USB Connect, supplied by or on behalf of Vodafone to Customer:
 - (i) **SIM insertion** - insertion of the SIM into the Equipment.
 - (ii) **APN management** - setting of the Customer-specific APN, associated credentials (username and password) and security settings in the Equipment. The same settings will be applied to all Equipment.
- (b) The Equipment configuration services included in the Charges are detailed in the Commercial Terms and/or Order.
- (c) The Equipment shall be shipped to Customer delivered at place “DAP” as defined by the Incoterms 2010.

3. Optional Service Elements

- 3.1 **Professional Services:** Vodafone shall provide the professional services where set out in a separate services agreement.

4. Service Requirements

- 4.1 Due to the nature of packet-data communications, data sessions must be initiated from the Device Hardware.

Global Managed IoT Connectivity

Satellite IoT Connectivity - Extra Service Terms

Service Specification



Enterprise Customers

5. Service Management Framework

- 5.1 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.
- 5.2 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

Global Managed IoT Connectivity

Satellite IoT Connectivity - Extra Service Terms

Service Specification



Enterprise Customers

Applicable to Customers utilising Satellite IoT Connectivity

1. Service Description

1.1 Vodafone will provide the ability to use a SIM with the Satellite Network.

2. Customer Prerequisites

2.1 To receive the Service Customer must:

- (a) purchase a SIM under the Managed Connectivity Service Terms, and
- (b) provide Customer Device Hardware; and
- (c) install and configure Customer Device Hardware in accordance with the manufacturer's guidelines. Vodafone is not responsible for any issue affecting the Service caused by Customers failure to meet the Customer Prerequisites.

2.2 **SIM** - SIMs purchased for use with the Service must not be used for any other purpose.

2.3 **Customer Device Hardware** - Customer shall ensure Customer Device Hardware meets the Minimum Specification at all times and will maintain Customer Device Hardware in accordance with the manufacturer's guidelines.

3. Designated Countries:

3.1 Customer shall only use the Service in a Designated Country.

4. Third Party Provider:

4.1 Vodafone will use a Third Party Provider or Vodafone Group Company that has the necessary authority to provide any element of the Service if required by Applicable Law. Vodafone may novate any Service Agreement as required in order to comply with Applicable Law.

5. Suspension:

5.1 Without affecting any other rights in the -Agreement, Vodafone may without liability suspend the Service in any of the following circumstances: (a) use of the Service with Customer Device Hardware that is defective or illegal; (b) use of the Service in a manner that causes any technical or other problems on the Satellite Network; or (c) suspected fraudulent or unauthorised use of the Service or any part of it; or (d) maintenance or enhancement of the Satellite Network.

6. Indemnity:

6.1 Customer shall indemnify Vodafone and its subsidiaries, affiliates, directors, officers and employees (collectively, the "Vodafone Indemnitees") from and against all costs, damages or losses (including direct, indirect and consequential losses) and any reasonable legal expenses suffered or incurred as a consequence of Customer's breach of clause 6 or the occurrence of a circumstance described under clause 5.1 (a), (b) or (c).

7. Ending a SIM

7.1 Provided the Customer continues to meet the Minimum Spend Commitment, Customer may ask Vodafone to terminate a SIM at any time by transitioning the SIM to Inactive Stopped.

Global Managed IoT Connectivity

Satellite IoT Connectivity - Extra Service Terms

Service Specification



Enterprise Customers

8. Ending the Service

- 8.1 Vodafone may withdraw, suspend or terminate the Service (either as applicable) if a Third Party Provider withdraws, suspends or terminates access to any part of the Service. In such event: (i) Vodafone will provide as much notice as is reasonably possible to the Customer after it has received notice from the Third Party Provider of its intended action; and (ii) Customer will be relieved of its obligation to achieve that part of the Minimum Spend Commitment related to the Satellite IoT Connectivity Service only.

Global Managed IoT Connectivity

IoT Device Management - Extra Service Terms



Enterprise Customers

These Global IoT Device Management – Extra Service Terms are applicable where Customer has selected IoT Device Management Services in the Commercial Terms.

1. Service Description

- 1.1 The Vodafone IoT Device Management service is a solution that enables customers to remotely monitor, secure, manage and update the Device Hardware (the “**Service**”).

2. Structure

- 2.1 These Extra Service Terms form part of the Service Terms for the Global Managed IoT Connectivity and IoT Devices Service (if applicable) when Customer orders the Vodafone IoT Device Management Optional Service Element. If there is a conflict between them, these Extra Service Terms will supersede the Global Managed IoT Connectivity and Global IoT Devices Service Terms, but only for the Vodafone IoT Device Management Optional Service Element.

3. Service Specific Conditions of Use

- 3.1 **Third Party Provider Terms:** If Customer requires third party software or services for the Service, then use of such software or service may be subject to Customer accepting additional terms and conditions as advised by Vodafone and /or the manufacturer. Customer agrees to the Third Party terms set out in this clause 3.1. Failure to accept such terms and conditions may mean that Customer is unable to access the Service. The Third Party terms are as follows:

- (a) The Service may include, utilise and /or interface with other Third Party material, including open source libraries / components / applications /user interface / utilities (collectively referred to as “Third Party Software”). As well as the licence and licence terms as set out in the General Terms, such Third Party Software is subject to the notices, disclaimers, requirements and /or extended rights of such Third Party Software which are provided as part of the documentation for the Service and are set out below.

3.2 Restrictions on Use:

- (a) Customer shall ensure that Users also comply with the obligations set out in this clause 3.2 and elsewhere in this Services Agreement.
- (b) Customer warrants its compliance with all licence conditions governing use of open source software which form part of the Services, and with any detailed instructions as to what Customer should do in order to comply with applicable open source licence conditions which have been provided to Customer.

- 3.3 **Authorised Users:** Access by Customer to the Service and Software shall be limited to Authorised Users and such Authorised Users shall only access information in accordance with the Service Agreement. Vodafone will provide each Authorised User with a username and password. Customer shall make sure that such details are kept current, secure, are used only in accordance with this Services Agreement and that Vodafone is notified of the identity of Authorised Users from time to time. Vodafone accepts no liability for any unauthorised or improper use of any password, or for any unauthorised disclosure of usernames and passwords to third parties. Customer shall be liable for all acts and omissions conducted using the username and password up until the time that it informs Vodafone that such details are being used without authority. Customer may be required to sign separate terms and conditions to enable access to an ordering or management portal of a Vodafone Group Company.

- (a) **Customer Administrator** Customer Shall maintain at least 1 user in the Administrator role.

3.4 Customer Data

- (a) Customer shall only access, use, reproduce, display or transmit the data made available via the Service (“Customer Data”) for Customer’s internal purposes.
- (b) Customer agrees and acknowledges that access by Customer to the Service shall be limited to End Users, or optionally through the API.

Global Managed IoT Connectivity

IoT Device Management - Extra Service Terms



Enterprise Customers

- (c) Where Customer provides Customer Data for the purposes of the Service, Customer authorises Vodafone to process it for the purposes of providing the Service.
- (d) Vodafone shall have no liability for any loss, damage or corruption to any Customer Data. It is Customer's responsibility to store backup copies of Customer Personal Data. Vodafone will not be obliged to provide a copy of the Service Data unless subject to a separate commercial agreement.
- (e) Customer is solely responsible for the use to which it puts Customer Data and Vodafone shall have no liability in relation thereto.

4. Service Support

4.1 The Vodafone Managed Connectivity Service Support and Service Level Agreement does not apply to the Vodafone IoT Device Management Service. The Vodafone IoT Device Management Support and Service Level Agreement is below:

4.2 Support Service

- (a) Vodafone shall carry out Incident management as part of the Service which aims to restore service operation within applicable agreed Service Levels and minimise the adverse impact of the Incident on Customer's business operations.
- (b) Customer shall appoint primary and secondary points of contact responsible for reporting and progressing Incidents.
- (c) Customer may report an Incident or request technical support through the applicable Vodafone Service Desk during the relevant operating hours as set out below.
- (d) The Vodafone Service Desk is available for Incident Management and Assisted Service Requests.
- (e) The relevant Service Desk that supports the Customer shall be identified in the Commercial Terms.

UK IoT Desk

Vodafone Service Desk	Description	Operating Hours -
Service Desk hours	Time range when Vodafone Service Desk support guarantees the Incident call receiving and recording.	08:00 to 18:00 UK time during the Working Day (Monday to Friday excluding public holidays)
Service Desk Severity Level 1 and Severity Level 2 support hours	Time range when Severity Level 1 and Severity Level 2 Incidents and Emergency Requests are processed and managed.	08:00 to 18:00 UK time during the Working Day (Monday to Friday excluding public holidays)
Service Desk Severity Level 3 and Severity Level 4 support hours	Time range when Severity Level 3 and Severity Level 4 Incidents are processed and managed.	08:00 to 18:00 UK time during the Working Day (Monday to Friday excluding public holidays)

UK Converged Desk

Vodafone Service Desk	Description	Operating Hours -
Service Desk hours	Time range when Vodafone Service Desk support guarantees the Incident call receiving and recording.	08:00 to 19:00 UK time during the Working Day (Monday to Friday excluding public holidays)

Global Managed IoT Connectivity

IoT Device Management - Extra Service Terms



Enterprise Customers

Vodafone Service Desk	Description	Operating Hours -
Service Desk Severity Level 1 and Severity Level 2 support hours	Time range when Severity Level 1 and Severity Level 2 Incidents and Emergency Requests are processed and managed.	08:00 to 19:00 UK time during the Working Day (Monday to Friday excluding public holidays)
Service Desk Severity Level 3 and Severity Level 4 support hours	Time range when Severity Level 3 and Severity Level 4 Incidents are processed and managed.	08:00 to 19:00 UK time during the Working Day (Monday to Friday excluding public holidays)

Group CSC Desks

Vodafone Service Desk	Description	Operating Hours -
Service Desk hours	Time range when Vodafone Service Desk support guarantees the Incident call receiving and recording.	24 x 7
Service Desk Severity Level 1 and Severity Level 2 support hours	Time range when Severity Level 1 and Severity Level 2 Incidents and Emergency Requests are processed and managed.	24 x 7
Service Desk Severity Level 3 and Severity Level 4 support hours	Time range when Severity Level 3 and Severity Level 4 Incidents are processed and managed.	08:00 to 17:00 CET (Monday to Friday excluding public holidays)

(f) Incident Reporting

- (i) The Vodafone Service Desk is a second level support environment. Before reporting an Incident to Vodafone, Customer shall conduct appropriate investigations to establish any cause, including all initial troubleshooting activities previously specified by Vodafone.
- (ii) When contacting the Vodafone Service Desk, the customer must provide the IMSI number of the GDSP Equipment providing the associated connectivity.
- (iii) 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.
- (iv) The Vodafone Service Desk shall determine whether a detected or reported Incident is attributed to connectivity or the Device Hardware. For the avoidance of doubt, Vodafone shall have no obligation to provide support in respect of incidents that are attributable to, Device Hardware or any other equipment, which is not Device Hardware purchased by Customer from Vodafone.
- (v) 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.
- (vi) 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 prevailing rates.

4.3 Severity Levels of Incidents and Incident Intervention and Resolution Time

(a) IoT Device Management Incidents

- (i) **For UK IoT Desk or UK Converged Desk**, Vodafone aim to resolve as many Incidents as possible at the first point of contact within a reasonable timeframe. If Vodafone are unable to resolve an

Global Managed IoT Connectivity

IoT Device Management - Extra Service Terms



Enterprise Customers

Incident reported in accordance with 4.2(f) above at the first point of contact, Vodafone will then allocate the Incident to an appropriate support function for further support.

- (ii) **For UK IoT Desk or UK Converged Desk**, Vodafone will manage the Incident (where applicable) against the following target resolution timescales, such timescales shall be measured from the point that the Service Desk assigns the incident to an appropriate support function
- (iii) **For Group CSC Desk**, All 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 following table details the different priorities for Incidents with the Service.

(b) Service Support

Severity Level	Description	Incident Intervention Time	Incident Resolution Time
P1 – Critical Service Affecting	<p>Complete breakdown or outage of the Service or a critical functionality that renders the system unusable.</p> <p>For example, breakdown of the data centre where Customer service instances are hosted or a failure of the data centre to provide any data connection (i.e. general failure of uplink from the data centre).</p> <p>There are no workarounds or manual processes available to minimise the problem.</p> <p>Business Impact: Critical Impact on ability to operate Business Processes.</p>	30 minutes	6.5 hours
P2 – Major Service Affecting	<p>The functionality of the Service is affected to a large extent, a major performance degradation or a loss of important function occurs.</p> <p>For example, no new data within the last 24 hours from all Device Hardware.</p> <p>There are no workarounds or manual processes available to minimise the problem.</p> <p>Business Impact: Significant Impact on ability to operate Business Processes.</p>	1 hour	16 hours
P3 – Minor Service Affecting	<p>A minor degradation of the Service or some functionality that causes minimal loss of service and does not limit its critical functions.</p> <p>For example, errors in statistics output, issues adding new Device Hardware or Services.</p> <p>Workaround or manual process is available.</p> <p>Business Impact: Minor Impact on the ability to operate Business Processes.</p>	1 Business Days	9 Business Days
P4 – Non Service Affecting	<p>No limitation of the Service functionality.</p> <p>For example, browser incompatibilities following third party web browser updates or incorrect web GUI layouts or missing icons.</p> <p>Business Impact: No Impact on the ability to operate Business Processes.</p>	2 Business Days	18 Business Days

4.4 Maintenance Windows and Notifications

Global Managed IoT Connectivity

IoT Device Management - Extra Service Terms



Enterprise Customers

- (a) **For UK IoT Service Desk and UK Converged Desk:** Maintenance Events / Changes are required for optimising and further enhancing the functionality and efficiency of Vodafone's Services. The execution of Maintenance Events / Changes is kept to the minimum required and events are planned to minimise the impact on Service.
- (b) **For Group CSC Desk:** The following table includes the details of Maintenance Windows and Notifications, and differentiates between "**Planned**" and "**Emergency**" events or changes.

Planned maintenance events /changes	Announcement	Submitted 5 Working Days in advance.
	Duration	Start time and end time will be advised within the communication.
Emergency changes	Announcement	As soon as possible before the necessary change is performed.
	Duration	No longer than strictly required and optimised for minimum Service impact. Estimation of duration of windows announced in advance.

5. Data Protection

- 5.1 Vodafone is the Data Processor for this Service. Vodafone's Data Protection Terms when Vodafone is Data Processor apply, including local terms, as applicable.

6. Definitions

- 6.1 The following definitions apply to these Extra Service Terms in addition to the definitions contained in the rest of the Agreement:

Assisted Service Requests	means a request where a Vodafone operator or representative undertakes a role in the fulfilment of the request
Customer-supplied Device Hardware	means Equipment (excluding SIMs) supplied by Customer including remote equipment for sensors, monitoring applications, connectivity and radio interfaces used to connect to the M2M Platform under this Services Agreement
Excluded Event	means <ul style="list-style-type: none">(i) Planned Maintenance Events /Changes;(ii) a fault or incident with any other Vodafone service purchased under a separate Service Agreement;(iii) a fault or incident in, or any other problem associated with Customer-supplied Device Hardware or other telecommunications systems not operated or provided by Vodafone;(iv) the fault or incident caused by Customer's negligence, act or omission or that of any third-party not within Vodafone's direct control;(v) Customer not performing or a delay in performing any of Customer obligations or conditions of use set out in the Services Agreement;(vi) Service suspension or a Force Majeure event in accordance with the General Terms; or(vii) any other circumstances caused by events for which Vodafone is not liable in accordance with the terms of the Services Agreement,(viii) removal of the Connectivity Service, directly by the customer's use of self service, or indirectly via a Service Request to Vodafone.

Global Managed IoT Connectivity

IoT Device Management - Extra Service Terms



Enterprise Customers

Incident	means 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.
Incident Intervention Time	means 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.
Incident Resolution Time	<p>means the target maximum time to return the Service or Vodafone Device Hardware (as applicable) to an operational state, measured from</p> <ul style="list-style-type: none"> (a) For UK IoT Desk or UK Converged Desk, from the point that the Service Desk assigns the incident to an appropriate support function (b) For Group CSC Desk, from the point the Incident is logged by the Service Desk <p>and where 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</p>
Trouble Ticket	means a record of an Incident with a unique reference allocated to it that is used for all subsequent updates and communications.
Planned Maintenance Events /Changes	means that Vodafone may temporarily interrupt the Service to carry out Planned Works.
Service Level(s)	means the service levels which apply to the provision of the Service as set out in these Service Terms.
Vodafone Service Desk	means Vodafone's dedicated service for managing Incidents
Vodafone-supplied Device Hardware	means Equipment (excluding SIMs) supplied by or on behalf of Vodafone to Customer including remote equipment for sensors, monitoring applications, connectivity and radio interfaces used to connect to the M2M Platform under this Agreement.

Global Managed IoT Connectivity

IoT Device Management - Extra Service Terms

Service Specification



Enterprise Customers

1. Service Description

- 1.1 The Vodafone IoT Device Management service is a solution that enables customers to remotely monitor, secure, manage and update the Device Hardware

2. Service Elements

- 2.1 The Service comprises of the following Service Elements and Connected devices elements:

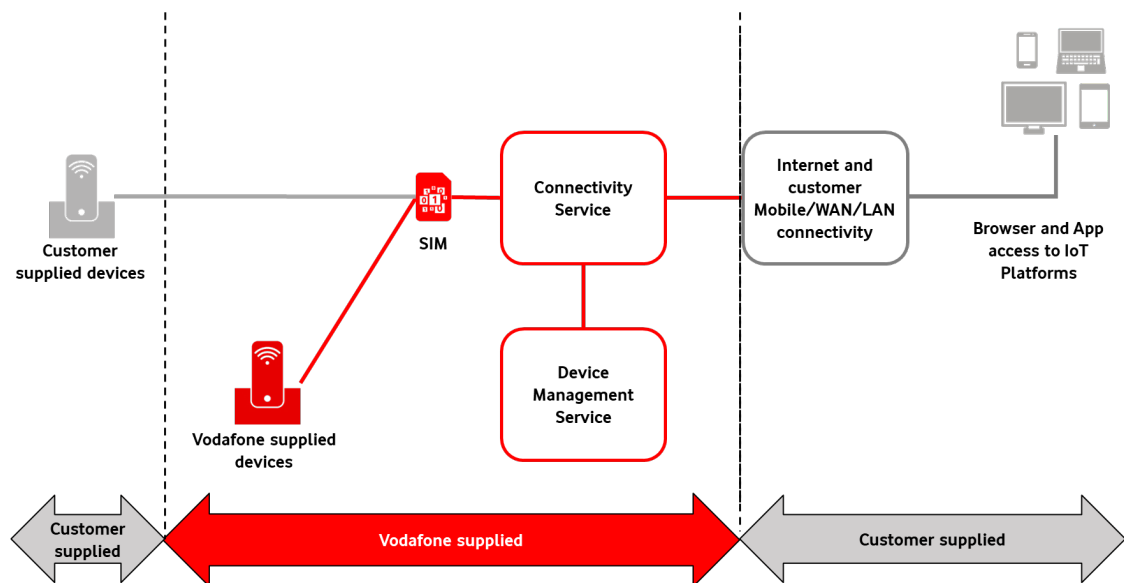
- 2.2 **Core Service Elements:** The Core Service Elements comprise:

- (a) User platform access
- (b) APIs
- (c) Historic data from the point in time that devices are registered in Device Management, in accordance with the Customer Data Table
- (d) Reporting, Support and Maintenance

- 2.3 **Connected device elements:** The service for each device connected to the platform includes:

- (a) Device access to the platform
- (b) Sensor data acquisition
- (c) Firmware updates
- (d) Device monitoring and exception alerts

- 2.4 The components of the technical Services are illustrated below:



3. Service Management Framework

- 3.1 Vodafone will provide a High Level Design document that will document an overview of the proposed IoT Device Management Service.
- 3.2 Vodafone shall provide the Customer with a Management Operations Manual (MOM) upon Installation Completion.

Global Managed IoT Connectivity

IoT Device Management - Extra Service Terms

Service Specification



Enterprise Customers

- 3.3 Vodafone shall assign a desk based Delivery Co-ordinator to the Customer. The Customer shall have access to the Delivery Co-ordinator for the period from Agreement Start Date through to commencement of Service delivery. The Delivery Co-ordinator will cover the following activities:
- (a) confirm with Customer understanding of all Technical Prerequisites; and
 - (b) confirm key dates relating to the delivery of the Service that will include but shall not be limited to:
 - (i) date for expected completion of any Technical Prerequisites (as outlined in the High Level Design),
 - (ii) date for the Device Management training; and
 - (iii) availability for a handover call and delivery of the MOM.
- 3.4 **Data Retention.** Data retention periods are defined in the Customer Data Table

Global Managed IoT Connectivity

Smart Vision - Extra Service Terms

Service Terms



Enterprise Customers

These Smart Vision – Extra Service Terms and Service Specifications are applicable where Customer has selected Smart Vision Services in the Commercial Terms.

1. Service Description

- 1.1 The Smart Vision Service (the “**Smart Vision Service**”) is a solution that uses Global Managed IoT Connectivity combined with Device Hardware and Software to facilitate the capture, viewing, storage and retrieval of Audio-Visual Data along with the ability to live stream selected events over the Network. The term “**Service**” or “**Services**” in these Extra Service Specific Terms means the Smart Vision Service.

2. Structure

- 2.1 These Extra Service Terms form part of the Service Terms for the Global Managed IoT Connectivity Service when Customer orders the Smart Vision Service. In the event of any conflict, these Extra Service Terms will supersede the Global Managed IoT Connectivity Service Specific Terms, but only for the Smart Vision Service (excluding the Global Managed IoT Connectivity Service).
- 2.2 These Extra Service Specific Terms include:
- (a) the Smart Vision service specification, which sets out a description of the Smart Vision Service, including Core and Optional Service Elements (where applicable) as may be updated from time to time (the “**Service Specification**”); and
 - (b) the extra commercial terms applicable to the Smart Vision Service (the “**Commercial Terms**”).

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 **Delivery of the Service:**
- (a) **Service Scoping:**
 - (i) Customer is required to have Service Scoping completed prior to delivery of the Service where Customer has selected the Vehicle Vision Service Delivery Type. Where the Customer selects any other Service Delivery Type, Service Scoping shall be available to the Customer as an Optional Service Element; and
 - (ii) If the Customer elects not to take Service Scoping ahead of delivery of Smart Vision Service (where this is not a mandatory requirement) the Customer accepts that there is an increased risk that the Service may not perform as expected or may not operate at all due to the nature of mobile technology.
 - (b) **Phased delivery:** 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.
- 3.3 **Equipment:**
- (a) **Customer Systems:**
 - (i) Customer may be required to provide its own Customer Equipment, servers and/or systems in accordance with any specifications provided by Vodafone (“**Customer Systems**”). Such Customer Systems may be required to enable access to the Services and Equipment, or to ensure proper performance of the Service.

Global Managed IoT Connectivity

Smart Vision - Extra Service Terms

Service Terms



Enterprise Customers

- (ii) For City Vision and Vehicle Vision Service Delivery Types, Customer Systems shall include but not be limited to a requirement on the Customer to provide all Connected Cameras in accordance with the detail of any applicable Technical Prerequisites.
 - (iii) Vodafone shall not be responsible for the provision or maintenance of Customer Systems and Customer will implement such systems itself as a pre-condition to the provision of the Services.
 - (iv) Customer Systems including but not limited to Customer Equipment, systems and/or servers required for use of the Service will be detailed as Technical Prerequisites.
- (b) In order to protect the integrity of the Service Vodafone may make changes to Equipment, provided that such changes do not materially adversely affect the Customer's use of the Services or Equipment.

3.4 Equipment Warranty and Returns:

- (a) Except where expressly set out otherwise in the Agreement, a 12-month warranty shall be applicable to any Equipment sold by Vodafone to the Customer in connection with the Smart Vision Service ("**Warranty Period**"). The standard Warranty Period for Encoders and Camera-Encoders sold by Vodafone shall be three (3) years.
- (b) For Encoders and Camera-Encoders the Customer has the option to extend the applicable Warranty Period to a period of five (5) years ("**Extended Warranty Period**") as further detailed in the Commercial Terms and/or Order (including any applicable Charges).
- (c) For the applicable Warranty Period (or Extended Warranty Period) 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.
- (d) If Customer returns Equipment after the Warranty Period has expired, then Vodafone shall be entitled to charge the Customer for any applicable charges relating to repair or replacement.
- (e) Warranty on Equipment does not cover the cost of any installation activity. If this is required by Customer additional charges will be agreed with Customer.

3.5 Customer Solution Design

In order to enable proper delivery of the Service, Customer understands that there is a requirement for a completion of a Customer Solution Design prior to the Service Commencement Date.

3.6 Intellectual Property Rights ("IPR"):

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 third party 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.

4. Service Specific Conditions of Use

4.1 Customer Obligations:

- (a) Customer shall: (i) provide Vodafone (including its subcontractors) all information and complete all forms reasonably required to set up the Service; (ii) where applicable decide the location of Equipment (which Customer acknowledges must be in range of a Vodafone 4G bearer station); (iii) where applicable ensure all valid permits, licenses, notices or consents to fix Equipment to its location or to use the Service are in place; (iv) install Equipment (except where an Installation Service has been purchased); (v) provide Internet connectivity to the Servers; and (vi) comply with all Technical Prerequisites.



- (b) Customer will comply with any license agreement provided with the Equipment and in these Service Specific Terms, including shrink wrap, click-through and open source licenses agreements.
 - (c) If Customer Equipment (including any Customer Systems) is necessary for Service performance (for example Connected Cameras), Customer agrees to: (a) install and configure the Customer Equipment at the agreed location(s) no later than the Agreed Delivery Date or as otherwise agreed; (b) support, maintain and be responsible for the configuration and compatibility of Customer Equipment with the Service including compliance with any applicable Technical Prerequisites; (c) promptly replace or correct any Customer Equipment that Vodafone determines is incompatible with the Service or is likely to interfere with the Service or Network, and reimburse Vodafone for any additional costs Vodafone incurs as a result; (d) after the Service terminates, give Vodafone prompt access to and reasonable help with disconnecting Customer Equipment from the Service; and (e) dispose of Customer Equipment in accordance with Applicable Law. Customer acknowledges that failure to comply with this clause may prevent its ability to use the Service and will excuse Vodafone from liability for failure to deliver the Service.
 - (d) Servers are provided to the Customer with an appropriate Operating System installed. Vodafone is not responsible for maintenance of the Operating System in life and such maintenance is therefore not part of the Service.
 - (e) **Customer Equipment:** Where Customer provides Customer Equipment for use with a Service Customer shall (and Customer acknowledges that failure to do so will excuse Vodafone from liability for failure to deliver the Service):
 - (i) install and configure the Customer Equipment at the Customer Sites by the date necessary to allow Vodafone to perform its obligations;
 - (ii) maintain the Customer Equipment including prompt installation of security patches and updates;
 - (iii) promptly after the Service terminates, give Vodafone access to and reasonable help with disconnecting Customer Equipment from the Service; and
 - (iv) warrant and undertake that Customer has full authority to permit Vodafone to perform the Services using the Customer Equipment.
 - (f) **Ancillary Charges:** Vodafone may charge Customer for Ancillary Charges, as detailed in the Commercial Terms, or any additional costs Vodafone incurs as result of any breach of the above Customer Obligations.
- 4.2 **Mobile Technology:** Customer accepts that Smart Vision Service is a Mobility Service and as such operates on mobile technology and specifically the Vodafone mobile Network. As a result Customer accepts that mobile Network coverage is required for proper performance of the Service and in the absence of mobile Network coverage (which Vodafone cannot guarantee due to the nature of mobile technology) Service performance may be affected. Where Service Scoping is purchased by the Customer as an Optional Service Element along with the City Vision Service Delivery Type, Service Scoping will provide detail of the strength of mobile Network coverage for applicable Customer Sites.
- 4.3 **Mandatory Accompanying Services**
- (a) Customer accepts that in order to receive the Smart Vision Service, Customer must also purchase and maintain from Vodafone the following mandatory accompanying services (the “**Mandatory Accompanying Services**”):
 - (i) Global Managed IoT Connectivity Service.Any applicable terms and Charges for any Mandatory Accompanying Services shall be set out elsewhere in this Agreement and/or Commercial Terms.
 - (b) Mandatory Accompanying Services must be maintained to the satisfaction of Vodafone and Customer accepts that if Customer fails to purchase or maintain any Mandatory Accompanying Services during the

Global Managed IoT Connectivity

Smart Vision - Extra Service Terms

Service Terms



Enterprise Customers

delivery of the Smart Vision Service this may render the Smart Vision Service inoperable and Vodafone may terminate the Service and charge the Customer for any applicable Recovery Charge.

4.4 Technical Prerequisites

- (a) Customer accepts that in order to receive the Smart Vision Service, the Customer must meet, and maintain throughout the Term compliance with the Technical Prerequisites..
- (b) Vodafone may communicate Technical Prerequisites to the Customer in documentation relating to Scoping Services, the Customer Solution Design and/or the Smart Vision Support Website..
- (c) The delivery of the Device Hardware to the Customer will only be triggered upon the Customer meeting the Technical Prerequisites.
- (d) Vodafone shall not be responsible for any performance, or non-performance issues with the Smart Vision Service caused by Customer failing to comply with the Technical Prerequisites.
- (e) The Customer accepts that if Customer fails to meet or maintain compliance with any of the Technical Prerequisites this may adversely impact the performance of the Smart Vision Service or possibly render the Smart Vision Service inoperable. As a result of Customer failing to meet and/or maintain any of the Technical Prerequisites:
 - (i) Customer shall not be excused from its other obligations under this Agreement including but not limited to payment of any Charges in relation to the Service; and
 - (ii) Such failure from the Customer shall be considered as material breach of this Agreement and therefore Vodafone shall be entitled to terminate the Service (and apply any applicable Recovery Charge).

4.5 Management Operations Manual:

- (a) Vodafone will provide a management operation manual ("**Management Operations Manual**" or "**MOM**") which will provide a high level function view of the Smart Vision Service including contact details and business process design for logistics and support of the Services (the MOM for the Smart Vision Service will also include details relating to the Global Managed IoT Connectivity).
- (b) Vodafone may amend the MOM from time to time in order to improve the Services for all customers. Vodafone shall provide Customer with an updated version of the MOM in such circumstances.

4.6 Software:

(a) Software Licences:

- (i) 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.
- (ii) Software Licences are required for the Customer to use any Software provided as part of the Service. Details of the quantity and nature of the Software Licences being purchased by the Customer including any applicable Charges shall be further detailed in the Commercial Terms and/or Order.
- (iii) For the avoidance of doubt, the Customer shall not be required to purchase a Software Licence for every individual piece of applicable Device Hardware which they are purchasing as part of the Service. The number of Software Licences recommended to be purchased by the Customer shall be further detailed in the Customer Solution Design.
- (iv) The Customer shall be required to apply Software Licences to any desired Device Hardware in order to ensure proper operation of the Smart Vision Service. This function shall be conducted by the Administrator on behalf of the Customer via the User Interface.

Global Managed IoT Connectivity

Smart Vision - Extra Service Terms

Service Terms



Enterprise Customers

- (v) Where Customer requires a replacement piece of Device Hardware to be deployed (for example, due to fault or loss) Software Licences can be transferred across Device Hardware. Where the transfer of a Software Licence to a new piece of Device Hardware is required the Administrator shall be required implement such change on behalf of the Customer via the User Interface.
- (b) Third Party Providers
 - (i) Customer understands and accepts that Vodafone will provide the Service through the use of Third Party Providers. If a Third Party Provider terminates Customer's right to use the Service, Vodafone will be excused from liability related to failure to deliver the relevant Service.
 - (ii) **End User Licence Agreements:** In signing this Agreement and accepting delivery of the Services, the Customer agrees to and is bound by the following Third Party Provider licence terms (each an "End User Licence Agreement"), as may be updated from time to time:
 - (A) <https://www.digitalbarriers.com/dbsl-eula/> (applicable to all Service Delivery Types); and
 - (B) <https://www.digitalbarriers.com/video-vault-eula/> (applicable to the Body Worn Vision Service Delivery Type).
- (c) **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.
- (d) **Customer IP and right to use:** Customer retains all rights to intellectual property contained in or relating to the Audio-Visual Data 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.
- (e) **Software Updates and Fixes:** Vodafone and/or its Third Party Providers 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 endeavours to provide information relating to 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 any fix. In certain circumstances Vodafone may require the Customer to take prescribed steps to remedy issues affecting the operation of the Service, where Vodafone inform Customer that such steps are required Vodafone shall not be liable for any Service performance issues that result from the Customer failing to act on Vodafone's instructions.

4.7 Application Software

- (a) **Authorised Users:** Access by Customer to the Application Software is limited to authorised Users. Authorisation of Users (and maintenance of such User authorisations) is the sole responsibility of the Customer. Customer is responsible for: (a) the security of User details; (b) providing Users (who have been allocated relevant authorisation) with the means to view live streamed Audio-Visual Data; and (c) 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 or Audio-Visual Data.
- (b) **Administrators:** Authorisation of Users is carried out on behalf of the Customer by the Administrator.

4.8 Resell:

Customer shall not, and Vodafone does not grant to the Customer any rights to, resell the Smart Vision Service.

Global Managed IoT Connectivity

Smart Vision - Extra Service Terms

Service Terms



Enterprise Customers

5. Service Support

5.1 In addition to the Service Levels detailed in the Global Managed IoT Connectivity Service Specific Terms, the following applies to the Smart Vision Service:

(a) **Device Hardware Support**

Where the Customer raises an Incident regarding Device Hardware, Vodafone shall only be obliged to repair and/or replace such Device Hardware where the applicable Device Hardware is within Warranty Period (or Extended Warranty Period where applicable).

(b) **Software Support**

- (i) Vodafone shall use reasonable endeavours to respond and/or resolve any Incidents relating to Software as soon as practicable.
- (ii) Support shall be provided for Software the Customer receives as part of the Service until expiry or termination of Smart Vision Service.

Global Managed IoT Connectivity

Smart Vision - Extra Service Terms

Service Terms

Enterprise Customers



Definitions

The following definitions are applicable to the Services:

Additional Application Software	Software provided as part of the Service as an Optional Service Element.
Additional Server	Device Hardware which may be required as an Optional Service Element to provide the hardware platform for Additional Application Software.
Administrator	Customer nominated Users who can control and/or amend the Application Software.
Application Software	Software provided as part of the Service to enable Customers the ability to stream live Audio-Visual Data over the Network.
Audio-Visual Data	Data comprising both image and sound information, and sensor data where applicable (for example temperature sensors).
Bodyworn Vision	A Service Delivery Type.
Camera-Encoders	Device Hardware with an inbuilt camera that stores or streams the captured Audio-Visual Data.
City Vision	A Service Delivery Type.
Commercial Terms	The extra commercial terms applicable to the Smart Vision Service as further described in the Smart Vision Extra Service Terms.
Connected Camera	A technically compatible camera connected to the Encoder to enable the transmission of Audio-Visual Data and control data. The Technical Prerequisites relating to the Connected Camera will be further defined in the Customer Solution Design.
Core Servers	Device Hardware which provides the hardware platform for Application Software.
Core Service Elements	The Service comprises of core service elements further described in the Smart Vision Service Specification.
Customer IP	Intellectual property contained in or relating to the Audio-Visual Data and information that are captured by the Equipment as further described in the Smart Vision Extra Service Terms.
Customer Solution Design	A document with a technical description of the Smart Vision Service as provided to the Customer containing Technical Prerequisites that shall be required for proper performance of the Service.
Customer Systems	Customer Equipment, servers and/or systems in accordance with any specifications provided by Vodafone as further described in the Smart Vision Extra Service Terms.
Delivery Co-ordinator	A desk based operative who agrees with the Customer the dates and scope for all the required activities leading up to the commencement of Service delivery.
Docking Station	Multi-purpose Device Hardware that acts as a charging dock for Camera-Encoders and can be used to download Audio-Visual Data stored on the Camera-Encoder.
Docking Station Controller	Device Hardware that, in conjunction with Application Software and Additional Application Software, manages the Docking Station.
Edge Hardware	Device Hardware with computing and storage capability located close to the Audio-Visual Data source environment.
Encoders	Device Hardware which connects to the Connected Cameras and stores or streams the received Audio-Visual Data.
Extended Warranty	An Optional Service Element.
Extended Warranty Period	The optional extension of an applicable Warranty Period to a period of five (5) years as further described in the Smart Vision Extra Service Terms.
Installation Completion	Upon the successful connection of the Device Hardware and the Customer's LAN.
Installation Guide	Instructions on how to install and setup the Smart Vision Service.
Installation Service	Installation of the Smart Vision Device Hardware, Application Software and any Additional Application Software carried out by Vodafone or a Third Party Provider as specified in the Customer Solution Design.

Global Managed IoT Connectivity

Smart Vision - Extra Service Terms

Service Terms

Enterprise Customers



IP Whitelisting	A security feature used to limit and control access.
Management Operations Manual	A manual containing a high level function view of the Smart Vision Service including contact details and business process design for logistics and support of the Services as further described in the Smart Vision Extra Service Terms.
Mandatory Accompanying Services	Services that the Customer must purchase and maintain from Vodafone in order to receive the Smart Vision Service as further described in the Smart Vision Extra Service Terms.
Native Quality	The original form of Audio-Visual Data captured by the Camera-Encoder or a Connected Camera.
Operating System	the Software that supports the basic functions of the Device Hardware and/or Servers, for example Linux.
Optional Service Elements	Where purchased by the Customer, the Service may also be comprised of the optional service elements further described in the Smart Vision Service Specification.
Professional Service	Vodafone offers professional services to the Customer, which includes but is not limited to implementation services, training and support as further detailed in the Commercial Terms and/or Order.
Servers	The collective term for Core Servers and Additional Servers.
Service	means the Smart Vision Service.
Service Delivery Type	A variation of the delivery of the Smart Vision Service as further detailed in the Smart Vision Service Specification.
Service Guides	The collective term for Installation Guides and User Guides.
Service Scoping	A Core or Optional Service Element, this is a type of Site Survey that also applies to Customer vehicles in relation to the Vehicle Vision Service Delivery Type.
Service Specification	Sets out a description of the Smart Vision Service, including Core and Optional Service Elements (where applicable) as may be updated from time to time as further described in the Smart Vision Extra Service Terms.
Smart Vision Device Hardware	Device Hardware required to deliver the Smart Vision Service.
Smart Vision Service	is a solution that uses Global Managed IoT Connectivity combined with Device Hardware and Software to facilitate the capture, viewing, storage and retrieval of Audio-Visual Data along with the ability to live stream selected events over the Network, as further described in the Smart Vision Extra Service Terms.
Smart Vision Support Website	The website containing support materials for the Smart Vision Service.
Software Licence	A unique Software licence key provided to the Customer to enable the operation of any applicable purchased Software provided as part of the Service.
Staging	The activities undertaken to test and configure the Device Hardware, Additional Device Hardware, Application Software or Additional Application Software before it is shipped to the Customer.
Technical Prerequisite	Mandatory requirements that the Customer must implement and maintain at their own expense throughout the term in order to receive the Smart Vision Service.
User Guide	Instructions on how to run and use the Smart Vision Service.
User Interface	The interactive software features that allows setup, management and use of the of Application Software and Additional Application Software.
Vehicle Vision	A Service Delivery Type.
Warranty Period	Except where expressly set out otherwise in the Agreement, Vodafone shall provide a 12-month warranty on any Equipment sold by Vodafone.

Global Managed IoT Connectivity

Smart Vision - Extra Service Terms

Service Specification



Enterprise Customers

1. Service Specification

1.1 Service Delivery Types

There are a number of possible Service delivery types available for the Smart Vision Service (the “**Service Delivery Types**”). All Service Delivery Types facilitate the storage and retrieval of Audio-Visual Data along with the ability to live stream selected events over the Network. The Customer may select one or more of the following Service Delivery Types as further detailed in the Order and/or Commercial Terms:

- (a) **Bodyworn Vision:** A Service Delivery Type involving Camera-Encoders which can operated remotely whilst fitted to an individual.
- (b) **City Vision:** A Service Delivery Type involving fixed location Encoders.
- (c) **Vehicle Vision:** A Service Delivery Type involving Encoders fixed to vehicles.

1.2 Service Outline

Regardless of the Service Delivery Type chosen by the Customer (and unless explicitly linked to a particular Service Delivery Type), the Service comprises the following core service elements (“**Core Service Elements**”). Where specifically set out in an Order and/or Commercial Terms (and subject to any additional Charges), the Service may also be comprised of the below optional service elements (“**Optional Service Elements**”).

- (a) **Core Service Elements:**
 - (i) Smart Vision Device Hardware;
 - (ii) Application Software including a User Interface;
 - (iii) Smart Vision Device Hardware Staging;
 - (iv) Service Guides and Installation Support; and
 - (v) Service Scoping.
- (b) **Optional Service Elements:**
 - (i) Additional Smart Vision Device Hardware;
 - (ii) Additional Application Software;
 - (iii) Extended Warranty;
 - (iv) Installation; and
 - (v) Professional Services.

1.3 The technical components of the Service are illustrated below:

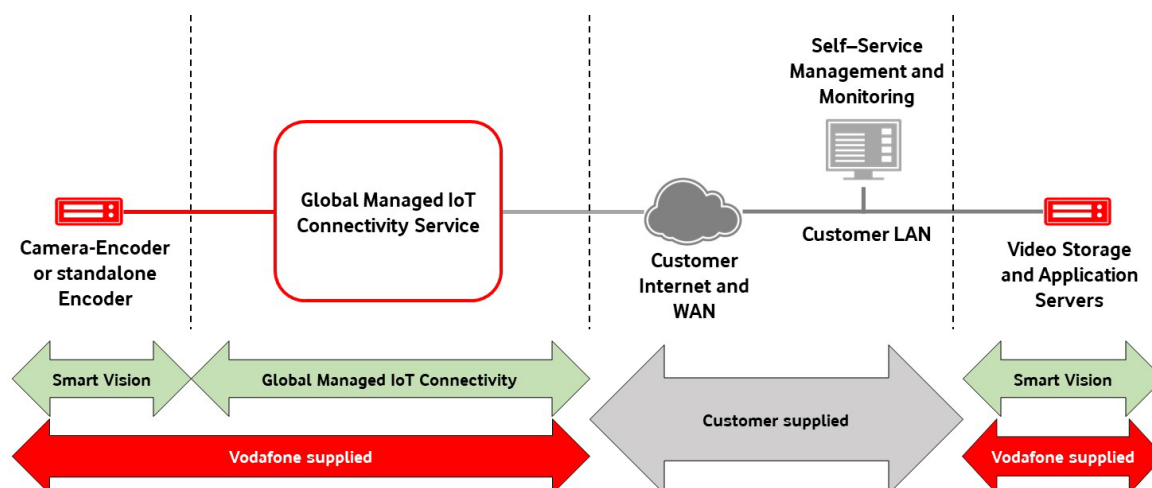
Global Managed IoT Connectivity

Smart Vision - Extra Service Terms

Service Specification



Enterprise Customers



2. Core Service Elements:

2.1 Smart Vision Device Hardware:

(a) The Smart Vision Device Hardware includes, but is not limited to the following:

(i) Core Servers

Provide the centralised hardware platform for the Application Software.

(ii) Encoders

Encoders:

1. receive the Connected Camera Audio-Visual Data output and store such data and/or forward it over the Network;
2. receive the control data from Users relating to operation of a Connected Camera and forward it to the relevant Connected Camera; and
3. provide the Edge Hardware platform for the Application Software.

Encoders are a Core Service Element for the Vehicle Vision and City Vision Service Delivery Types only.

(iii) Camera-Encoders and Docking Stations

Camera-Encoders:

1. operate as Encoders with the addition of an integrated camera to provide the Audio-Visual Data output;
2. provide the Edge Hardware platform for the Application Software; and
3. will be provided along with additional Device Hardware in the form of a Docking Station and Docking Station Controller. The Docking Station and Docking Station Controller allow charging of the Camera-Encoders and Audio-Visual Data offload to the Core Server from Camera-Encoders. Any applicable Charges relating to this additional Device Hardware shall be further detailed in the Commercial Terms and/or Order.

Camera-Encoders (and related Device Hardware) are a Core Service Element for the Bodyworn Vision Service Delivery Type only.

(b) Audio-Visual Data on Device Hardware

- (i) **Storage on Camera-Encoders and Encoders:** the Camera-Encoders and Encoders retain Audio-Visual Data on internal storage up to the capacity of the given piece of Device Hardware

Global Managed IoT Connectivity

Smart Vision - Extra Service Terms

Service Specification



Enterprise Customers

purchased by the Customer. Under default settings, once a Camera-Encoder or Encoder reaches its limit of internal storage for Audio-Visual Data if continuing to capture Audio-Visual Data it will incrementally overwrite the Audio-Visual Data already stored on its internal storage starting with the earliest data that is stored.

- (ii) **Transfer to Servers:** the configuration settings implemented for the Service by the Customer Administrator shall govern:
 - (A) the frequency with which Audio-Visual Data is transferred to the Servers from a Camera-Encoder or an Encoder;
 - (B) how Camera-Encoders transfer any Audio-Video Data stored internally when docked on a Docking Station; and
 - (C) the length of time that any Audio-Visual Data is stored on Servers.
- (c) Servers are provided to the Customer with an appropriate Operating System installed. Vodafone is not responsible for maintenance of the Operating System in life and such maintenance is therefore not part of the Service.
- (d) The technical specification of Smart Vision Device Hardware shall be set out on the Smart Vision Support Website. Details of how to gain access to the Smart Vision Support Website will be given in the MOM.

2.2 Application Software:

- (a) The Application Software is the software solution that provides the ability to stream on demand real-time Audio-Visual Data over the Network. In addition, the Application Software allows Users to access Audio-Visual Data whether stored on Core Servers, Encoders or Camera-Encoders.
- (b) The Application Software includes the provision of a User Interface. The User Interface incorporates administration functions for use by an Administrator. Via the User Interface Administrators can change security settings, install Application Software (and where applicable any Additional Application Software) and Device Hardware, access all files on the Device Hardware, and make changes to other User accounts.
- (c) In combination with Device Hardware, the Application Software provides and enables certain functionality of the Service subject to the Service settings selected by the Customer. This includes but is not limited to:
 - (i) Delivery of live streamed Audio-Visual Data from the Camera-Encoder or Encoder via the Core Servers for authorised Users to view;
 - (ii) Storage of Native Quality of Audio-Visual Data on the Camera-Encoder or Encoder; and
 - (iii) Retrieval of selected Audio-Visual Data (including the ability to take still images from such Audio-Visual Data).
- (d) The right to use the Application Software is provided via acquisition and grant of a Software Licence as further detailed elsewhere in the Service Specific Terms.

2.3 Smart Vision Device Hardware Staging

- (a) Prior to delivery of the Device Hardware to the Customer, Vodafone will provide the following Smart Vision Device Hardware Staging services on Device Hardware supplied by, or on behalf of Vodafone, to the Customer in provision of the Service:
 - (i) Where applicable, insertion of the SIM into relevant Device Hardware.
 - (ii) Device Hardware including but not limited to Core Servers, Encoders and Camera-Encoders, will be configured as defined in the Customer Solution Design.

Global Managed IoT Connectivity

Smart Vision - Extra Service Terms

Service Specification



Enterprise Customers

- (iii) Once configured, Device Hardware will be tested to ensure it meets the requirements of the Customer Solution Design.
- (iv) On completion of successful testing, Device Hardware will be shipped to the Customer with default settings that allow the Device Hardware, Application Software and Additional Application Software to connect and function.
- (v) The Software Licences applicable to the purchased Application Software will be added to the relevant Core Servers (and where applicable any Additional Servers) prior to delivery.
- (vi) Core Servers (and where applicable any Additional Servers) will be set up such that the Administrator can log on via the User Interface and create User accounts

2.4 Service Guides and Installation Support:

- (a) Vodafone will provide Customer with Service Guides and helpdesk support after the Device Hardware delivery. The Service Guides shall be provided on the Smart Vision Support Website and shall be including but not limited to:
 - (i) Installation Guide detailing how to install and setup the Smart Vision Service; and
 - (ii) User Guide detailing how to use the Smart Vision Service.
- (b) As part of the training that Vodafone will provide as part of the Global Managed IoT Connectivity Service Vodafone will specifically provide training on IP Whitelisting. IP Whitelisting is required to enable communication between Encoders (including Camera-Encoders) and the Servers.

2.5 Service Scoping

- (a) Vodafone shall provide Service Scoping as a Core Service Element where the Customer chooses Vehicle Vision Service Delivery Type. For other Service Delivery Types this will be an Optional Service Element.
- (b) Service Scoping provides the Customer with an assessment of the Customer's existing physical and technical environment as to its suitability for the Service.
- (c) The Service Scoping exercise may generate additional Technical Prerequisites on the Customer which shall be further documented in the Service Scoping documentation and/or Customer Solution Design.
- (d) Any Charges applicable to Service Scoping shall be further detailed in the Commercial Terms.

3. Optional Service Elements:

3.1 Additional Smart Vision Device Hardware

- (a) Additional Smart Vision Device Hardware may support features such as analogue to digital signal conversion and may include additional servers to support the Additional Application Software ("Additional Servers") and/or any other equipment the Customer may require for delivery of the Service (for example harness clips).
- (b) Servers are provided to the Customer with an appropriate Operating System installed. Vodafone is not responsible for maintenance of the Operating System in life and such maintenance is therefore not part of the Service.
- (c) Additional Smart Vision Device Hardware is subject to availability, and where this Optional Service Element is selected by the Customer, further details, including any applicable Charges will be provided in the Customer Solution Design and/or the Commercial Terms.
- (d) The technical specification of Device Hardware shall be set out on the Smart Vision Support Website. Details of how to gain access to the Smart Vision Support Website will be given in the MOM.

3.2 Additional Application Software

Global Managed IoT Connectivity

Smart Vision - Extra Service Terms

Service Specification



Enterprise Customers

- (a) **Additional Application Software is available to facilitate additional features including but not limited to the following:**
- (i) **Evidence Management:** Allows access to, and management of, Audio-Visual Data uploaded from connected Camera-Encoders. Access to the Audio-Visual Data can be controlled by the Customer on a User by User basis. Should the Customer choose to take this Optional Service Element, this may allow the recorded video to be used as courtroom evidence.
 - (ii) **Safe Zone:** This Optional Service Element can be used for monitoring movement and triggering alarm generation.
 - (iii) **Facial Recognition (not yet launched):** This Optional Service Element can be used to detect and identify individuals.
- (b) **Additional Application Software can be purchased in combination with the following Service Delivery Types:**

Service Delivery Type	Evidence Management	Safe Zone	Facial Recognition
Body Worn Vision	✓		not yet launched
City Vision		✓	not yet launched
Vehicle Vision			not yet launched

- (c) Additional Smart Vision Device Hardware may be required should a Customer wish to purchase one of these Additional Application Software options, as may be further detailed in the Customer Solution Design and/or Commercial Terms (including any applicable additional Charges).

3.3 Extended Warranty

- (a) Selected items of Device Hardware are available with an option for an extended 5 year warranty. Where this Optional Service Element is selected by the Customer, the Device Hardware to which an Extended Warranty applies shall be further detailed in the Order and/or Commercial Terms.
- (b) The Extended Warranty Optional Service Element is only available to the Customer at the point of purchase of the relevant Device Hardware and shall not be available to the Customer after this point.
- (c) Any applicable Charges for the Extended Warranty Optional Service shall be further detailed in the Commercial Terms against the Device Hardware to which the Extended Warranty applies.

3.4 Installation Service

- (a) A range of Installation Services may be available on request. The scope and applicable Charges for this Optional Service Element shall be set out in the Customer Solution Design, Commercial Terms and/or elsewhere in this Agreement.
- (b) If the Customer selects the Installation Service as an Optional Service Element, the Customer will be required to take Service Scoping as a Core Service Element (where Service Scoping is not already included as a Core Service Element).

3.5 Professional Services:

Vodafone shall provide any Professional Services requested by the Customer where agreed by Vodafone and set out in the Commercial Terms and/or elsewhere in this Agreement including but not limited to any training requested by the Customer.

Global Managed IoT Connectivity

Smart Vision - Extra Service Terms

Service Specification



Enterprise Customers

4. Service Management Framework

- 4.1 Vodafone will provide a Customer Solution Design document that will provide an overview of the proposed Smart Vision Service.
- 4.2 Vodafone shall provide the Customer with a MOM upon Installation Completion.
- 4.3 Vodafone shall assign a desk based Delivery Co-ordinator to the Customer. The Customer shall have access to the Delivery Co-ordinator for the period from Agreement Start Date through to commencement of Service delivery. The Delivery Co-ordinator will cover the following activities:
 - (a) confirm with Customer understanding of all Technical Prerequisites; and
 - (b) confirm key dates relating to the delivery of the Service that will include but shall not be limited to: Device Hardware shipping and expected delivery dates, date for expected completion of any Technical Prerequisites, date for the Global Managed IoT Connectivity training, availability for a handover call and delivery of the MOM.

If the Customer is self-installing all or part of the Service, the Customer must inform the Delivery Co-ordinator when such Installation Completion.



These IoT Voice Service – Extra Service Terms are applicable where Customer has selected IoT Voice service in the Commercial Terms

1. Structure

- 1.1 These Extra Service Terms form part of the Service Terms for the Global Managed IoT Connectivity and Global IoT Devices Service when Customer orders the IoT Voice Optional Service Element. If there is a conflict between them, these Extra Service Terms will supersede the Global Managed IoT Connectivity and Global IoT Devices Service Terms, but only for the IoT Voice Optional Service Element.

2. Service Terms

- 2.1 **Service Summary::** IoT Voice (the “**Service**”) provides the capability for IoT devices that are equipped with the Vodafone Global IoT SIM to make and receive voice calls to specific, predefined phone numbers (“PSTN” numbers) using voice services as provided by public mobile networks. These numbers can be managed through blocked and allowed lists using the Vodafone IoT user interface. There are two options available:
- (a) The basic voice service which is the capability to make circuit switched voice calls using 2G or 3G networks or using 4G networks with CSFB to 2G/3G;
 - (b) The VoLTE voice service as an optional add-on to the basic IoT Voice service which allows making voice calls natively over a 4G LTE network using voice over IP and IP Multimedia System (IMS) technology.
- 2.2 **Regulatory Background & Obligations:** Public telephony services where devices equipped with a Global IoT SIM can make and receive voice calls to anywhere in the world are prohibited. The IoT Voice Service provided shall only be used for IoT use cases and the service shall be configured such that the amount of PSTN numbers from which calls can receive or calls can be made to is limited to the minimum needed to support the particular IoT use case.

3. Conditions of Use.

- 3.1 The Service is only supported for the 90128 IMSI range prefix Global IoT SIM.
- 3.2 The Service is only provided in addition to a packet data service product, i.e. not as a standalone product as that is not considered a valid IoT use case
- 3.3 The IoT Voice Service is only to be used for IoT use cases such as infrequent, ad-hoc calls to or from assistance or support centres or for event or alarm notifications to support the packet data based IoT customer application. The service shall be configured such that the amount of PSTN numbers from which calls can be received or calls can be made to is limited to the minimum needed to support the particular IoT use case. The volume of calls per device equipped with a Vodafone Global IoT SIM is expected to be very low for any typical IoT use cases.
- 3.4 Voice calls between IoT (mobile) devices, either within the same customer account or from/to IoT (mobile) devices in other customer accounts are prohibited.
- 3.5 Automated calls to emergency services (“TS12” type of calls) without direct human intervention such as but not limited to emergency calls to 112 in the EU or 911 in the USA are prohibited.
- 3.6 The use of the service to perform Circuit Switched Data (CSD) calls is not supported under these service terms.
- 3.7 The Service is limited to making calls to national, geographic numbers. Calls to non-geographic numbers, service numbers, premium rate or international numbers are not permitted unless it is specifically agreed in the Customer Agreement that these are included in the pricing. Clause 2.2 is applicable.
- 3.8 The customer shall ensure that the IoT Voice service is designed, implemented and used in such a way that other customers are not hindered or deprived from any network service (voice or other) or that Vodafone or roaming partner’s platforms and systems are impacted in any way because of but not limited to:



- (a) Very high volumes of voice calls for one, multiple or the whole base of customer IoT devices equipped with a Vodafone Global IoT SIM;
 - (b) Very high volumes of signalling load, for example due very high volumes of voice call attempts for one, multiple or the whole base of customer IoT devices equipped with a Vodafone Global IoT SIM
- 3.9 **Ending the Service:** Vodafone may end the Service provided to any Global SIM if: (i) a competent authority notifies Vodafone the Customer Device Hardware is no longer in use; or (ii) on termination of the Customer Agreement or (iii) after expiry of the Transition Term.
- 3.10 **Global SIM Activation:** Each Global SIM must be set to Active Live prior to use of the Service. If Customer has a valid Global Managed IoT Connectivity and Global IoT Devices Service in force, Customer may set the Global SIM state to Active Live using the IoT Platform available under that service. Alternatively, Customer may ask Vodafone to set the Global SIM state to Active Live in return for a fee as set out in the Customer Agreement
- 3.11 **Customer Obligations:** Customer is responsible for:
- (a) The provision of, and testing of all Customer Device Hardware and the completion of an IoT voice call.
 - (b) The provision of, and installation of an approved Global SIM into the Customer Device Hardware;
 - (c) Ensuring all Customer Hardware and software or firmware supports the international number range as used by Vodafone (prefixed 88239) and extended MSISDN number length;
 - (d) Implementing necessary security controls to ensure the security of voice communications via Customer Device Hardware and related services;
 - (e) Ensuring the Customer Device Hardware is, and remains compliant with relevant and applicable mobile network standards (such as but not limited to 3GPP, GSMA, IETF standards)
 - (f) Compliance with the national Regulations and Applicable Law to the extent they apply to a customer.
 - (g) Timely informing Vodafone of a change in traffic pattern, particularly a permanent or temporary increase of the volume of voice calls due to a planned event, campaign of similar that may impact the Service to the customer or impact any service for other customers as set out in clause 3.7.
- 3.12 **Right to Resell:** Customer shall be permitted to resell, distribute, provide or sub-licence the Services to Users to the extent required to achieve the Purpose (each such action, a "Resale"). For each Resale, Customer will:
- (a) as between Customer and Vodafone, be responsible for Users' use of, and all dealings with Users about, the Service;
 - (b) require each User to agree in writing not to engage in Service misuse and abide by the obligations set out in the Customer Agreement which expressly or implicitly relate to Users;
 - (c) not make any representation or warranty, or offer any indemnity to, or otherwise make any commitment to, any User on Vodafone's behalf;
 - (d) be responsible for having and maintaining all licenses, permissions, ministerial determinations, directions and declarations and other governmental approvals needed for Resale;
 - (e) comply with all applicable resale laws and regulations pertaining to Resale; and
 - (f) reimburse Vodafone for any costs or expenses Vodafone incurs as a result of any breach by Customer of this clause.
- 3.13 **Designated Countries:** The Service is designed for use on Compliant Networks.
- 3.14 **Number Portability:** An MSISDN number is assigned to the subscription that is associated with the Global IoT SIM to enable the Service to be used in the scope of an IoT hardware device and thus irrespective of the User and therefore is not subject to national number portability regulations.



- 3.15 **CAMEL:** For the basic Circuit Switched voice service (in 2G and 3G and for CSFB on 4G) the ability to apply restrictions to numbers that are allowed or blocked for both outgoing and incoming calls relies on the support of CAMEL. Within a roaming partner's network. In case the agreed roaming footprint for the Service includes networks without CAMEL support then the restrictions cannot be enforced. It remains the sole customer responsibility to meet the conditions of use as set out in Clause 3 of these service terms. Customer also acknowledges that by including such networks as part of the roaming footprint use for the Service, Vodafone cannot be held responsible if the customer device hardware makes or receives calls from numbers that not part of the restrictions as set in the allowed or blocked lists that are associated with the subscription for the Global IoT SIM in case a non-CAMEL network is used and that such calls will be charged normally according to the agreed pricing.
- 3.16 **VoLTE availability:** VoLTE services are currently being rolled out globally and may not be available in some countries or networks. In that case, the IoT voice service will be provided either through CSFB to 2G/3G Networks in case of a 4G radio bearer or as native circuit switched voice in case of a 2G or 3G radio bearer.
- 3.17 **2G/3G and 4G Sunset:** Customer acknowledges that the basic "circuit switched" IoT Voice Service relies on 2G/3G networks and hereby acknowledges that 2G/3G networks may retire during the term, and understands that 2G/3G networks do not have guaranteed service availability during the term and that this also affects the service availability of IoT Voice on 4G networks where 2G/3G Circuit-Switched FallBack (CSFB) is used which relies on the existence of such 2G and/or 3G radio access technology in the same mobile operator network. Customer further acknowledges that the VoLTE IoT Voice Service relies on 4G networks and hereby acknowledges that 4G networks may retire during the term, and understands that 4G networks do not have guaranteed service availability during the term and that VoLTE may be replaced by Voice over New Radio (VoNR) using 5G stand-alone or other advanced networks. It is Customer's sole responsibility to ensure the compatibility of Customer Device Hardware with the available networks and (future) network technologies for the lifetime of its hardware
- 3.18 **Cost of Investigations:** Customer shall be responsible for all costs and expenses incurred by Vodafone investigating and/or rectifying any issue with the Service when the issue has been caused by Customer's: (a) use of the Service contrary to Vodafone's instructions or the Customer Agreement; (b) misuse; (c) neglect; or (d) alteration by Customer or its Users of the Service.

4. Incident Management

- 4.1 The Global Managed IoT Connectivity and Global IoT Devices Service Support and Service Levels also apply to the IoT Voice Service
- 4.2 As part of the Service, Customer will have access to the Customer Service Centre which will assist Customer with the resolution of Incidents. Support service is available in English only.
- 4.3 The Customer Service Centre is a second line service for Customer only and may be contacted during the Service Cover Period. Prior to reporting an Incident, Customer shall conduct appropriate investigations to establish its cause, including all initial troubleshooting activities previously specified by Vodafone.
- 4.4 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.
- 4.5 In response to an Incident Vodafone shall: (a) raise a Trouble Ticket; (b) track the Trouble Ticket through to closure; (c) keep a record of the Incident; (d) investigate and carry out diagnostic activities; and (e) where possible, resolve the Incident.
- 4.6 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.
- 4.7 Customer shall reimburse Vodafone for all costs reasonably incurred in connection with an incident when the incident is found by Vodafone to be unrelated to the Service.



5. Definitions

The following definitions apply to these Extra Service Terms in addition to the definitions contained in the rest of the Customer Agreement:

Customized Applications for Mobile networks Enhanced Logic (CAMEL)	is a set of standards designed to work on a 2G or 3G network and provides tools for operators to define additional features particularly when a device is roaming.
Circuit Switched data (CSD).	A capability that allows to transfer data instead of voice over a circuit switched call. This requires specific support from the customer device hardware as well as from the mobile network used. It is considered legacy, outdated technology.
Circuit Switched fallback (CSFB).	A technology applied in 4G networks where the device is being redirected to a 2G or 3G network of the same operator whenever a voice call is initiated or received by a device.
Compliant Network	means networks and systems that meet the mobile network standards (such as but not limited to 3GPP, GSMA and IETF standards) applied by on an MNO.
Customer Device Hardware	means Device Hardware owned by the Customer
Customer Service Centre	means Vodafone's service centre for managing Incidents
Device Hardware	means equipment (excluding a Global SIM) that supports any or all of the available technologies such as Circuit Switched voice calling, Circuit Switched Fallback, VoLTE or VoNR and are capable of accessing the agreed radio network technologies set out in the customer agreements such as 2G, 3G, 4G, or 5G NSA or SA to perform the voice calls via a public mobile wireless communications network
Incident	means a fault affecting the performance of the Service, which Vodafone reasonably determines is caused by an error in the service as provided by Vodafone, and excluding any fault, incident or problem with the Customer's device hardware, or the customer IoT network and systems infrastructure. .
MNO	means Mobile Network Operator.
MSISDN Number	identifies a subscription internationally, it includes a country code and National Destination Code which identifies the subscriber's operator.

Global Managed IoT Connectivity

IT Voice - Extra Service Terms

Service Terms

Enterprise Customers



Service Cover Period	means 08:00 to 18:00 CET (Monday to Friday).
Global SIM	means a subscriber identity module which is an electronic memory device for storing user specific data to allow controlled and secure use of Device Hardware on a Compliant Network.
Trouble Ticket	means a record of an Incident with a unique reference allocated to it which shall be used for all subsequent updates and communications.
VoLTE	means Voice over LTE, a standardized way to make voice calls natively over a 4G/LTE network using Voice over IP technology without any dependency on 2G/3G network technology.