



## Service Terms

### 1. Agreement Structure

- 1.1 These Service Terms apply to the Managed Sure Signal Service and are incorporated by reference into the Commercial Terms between Vodafone and Customer and, together with the General Terms and Site Order Form(s), comprise the Agreement for the Managed Sure Signal Service.

### 2. Definitions

In addition to any definitions in the General Terms and Commercial Terms, the following definitions shall apply to the Agreement for the Managed Sure Signal Service:

- (a) **Building(s)** – means the building or buildings at the Premises where the Managed Sure Signal Device(s) are to be installed.
- (b) **Fixed Connection** – means the Vodafone provided or Customer provided (where agreed by the Parties) digital subscriber line broadband service giving connectivity between the Managed Sure Signal Device and the Network.
- (c) **Managed Support Working Hours** – means the hours between 8.00am and 8.00pm on any Business Day.
- (d) **Managed Sure Signal Device(s)** – means the device(s) supplied by Vodafone to Customer which uses femto technology to help improve building coverage, including associated cables, fixings, routers and the equipment required for the Fixed Connection.
- (e) **Managed Sure Signal Service** – means the 3G Network provided in range through the Managed Sure Signal Device which is supported by Vodafone during the term of the Agreement.
- (f) **Open Server** – means a server which can be connected to the internet by hosts not in a trusted list including, as examples, a SMTP relay, web proxy or NNTP server.
- (g) **Premises** – means the Customer address set out in the Site Order Form where the Building(s) are located.
- (h) **Site Order Form** – means the signed order form containing the address of the Premises setting out the address where the Managed Sure Signal Device(s) shall be installed.

### 3. Service Description

- 3.1 The service features as set out within this clause 3.1 shall apply to the Managed Sure Signal Service:

- (a) **Deployment** – The installation and set-up of the Managed Sure Signal Devices by Vodafone at the Customer's Premises.
- (b) **Fixed Connection** – Unless otherwise agreed, Vodafone shall procure and manage the Vodafone-provided Fixed Connection which may, on occasion, be through a third party provider. Concurrent call capacity and data throughput is subject to the quality of the fixed line available at the Customer's Premises (for example, distance of the Managed Sure Signal Device from the exchange).
- (c) **Handover** – The Managed Sure Signal Device operates the following hand in and out between cells: (i) a macro call will drop out when entering a building with the Managed Sure Signal Service enabled and with no macro coverage; (ii) if exiting a building with the Managed Sure Signal Service enabled whilst on a call the call will transfer to macro if 2G coverage is available; and (iii) if on a call and moving around a building with the Managed Sure Signal Service enabled the call will move to the next Managed Sure Signal Device available.
- (d) **Multiple connections** – Up to 8 concurrent calls over the Network (subject to sufficient broadband line capacity) and up to 50 Connections to the Network per Sure Signal Device, and up to 8 Managed Sure Signal Devices may be enabled per Building.
- (e) **Managed service** – The proactive and reactive support that Vodafone provides Customer for the Managed Sure Signal Service during the term of the Agreement.
- (f) **Signal** – The Managed Sure Signal Device provides improved 3G signal within a 400 square metres range with voice services taking priority over data services.

- 3.2 The detailed functionality and limitations of the Managed Sure Signal Service shall be at the discretion of Vodafone. The functionality and speed of transmission of the features set out above shall vary according to the Bearer Service utilised.

- 3.3 The Managed Sure Signal Device(s) shall be deployed within 60 days of the Service Period Start Date, subject to the Customer's reasonable cooperation with Vodafone.

### 4. Pre-requisites and Limitations

- 4.1 The use and availability of the Managed Sure Signal Service is subject to the use and availability provisions of the Network.
- 4.2 The Customer shall ensure that it has, or will have received prior to installation, at its own cost, all necessary consents to the installation of the Managed Sure Signal Device(s); including consents from the applicable landlord, insurer and any other consent with respect to the installation and Vodafone's rights under these Service Terms.

- 4.3 The Managed Sure Signal Device is dependent on the Fixed Connection. Any service interruptions or power interruptions to the Fixed Connection will prevent or alter the proper functioning of the Managed Sure Signal Device and availability of the Network.

- 4.4 If Customer uses the Network through the Managed Sure Signal Device to consume large quantities of data, Customer acknowledges that it may affect the speeds of the Fixed Connection or the Network.

- 4.5 Customer shall be responsible for the payment of all electricity charges incurred by the use of the Managed Sure Signal Device.

- 4.6 Vodafone and/or its licensors own all the rights in the software embedded within the Managed Sure Signal Device in respect of which the Software Licence shall be a multi-user licence with a maximum of 50 Connections to each Managed Sure Signal Product.

- 4.7 Customer's use of the Vodafone provided Fixed Connection shall be subject to such fair usage policy as imposed on Vodafone by its third party provider.

### 5. Making Calls to the Emergency Service

- 5.1 Customer acknowledges that it may not be able to make an emergency call if the Managed Sure Signal Device(s) do not have adequate power supply, Fixed Connection, or there is some other kind of service disruption. Please do not solely rely on the Managed Sure Signal Device(s) to make emergency calls.

- 5.2 Customer accepts that the emergency services may use the details Customer registers for the Managed Sure Signal Device in order to identify Customer's location. The Customer shall keep its contact details up to date and immediately notify Vodafone of any change.

### 6. Vodafone's Rights, Obligations and Responsibilities

- 6.1 Except in the case of an emergency, Vodafone shall give Customer reasonable notice if Vodafone requires access to the Building.

- 6.2 Vodafone shall comply with all relevant legislation and codes of practice in connection with the installation and operation of the Managed Sure Signal Device.

- 6.3 Except where there is insufficient power supply, Vodafone shall provide the Fixed Connection and will be responsible its support, whether technical or otherwise. For the avoidance of doubt, Vodafone shall not be responsible for the Fixed Connection's support where the Fixed Connection is provided by the Customer.

- 6.4 If technically possible and subject to Customer's written agreement, Vodafone may share any of Customer's existing equipment cabins/cabinets, and/or any of Customer's cabling infrastructure. If Vodafone uses Customer's cabling infrastructure, Vodafone shall not be responsible for any Managed Sure Signal Service interruptions as a result of a failure in the Customer's cabling infrastructure.

- 6.5 Where technically possible and subject to the written agreement of both Parties, Customer may provide the Fixed Connection. If the Customer provided Fixed Connection is used, Vodafone shall not be responsible for: (a) any support connected to the Customer provided Fixed Connection; and (b) any Managed Sure Signal Service interruptions connected to a fault or failure in the Customer provided Fixed Connection. Customer will be responsible for all maintenance and repair of the Customer provided Fixed Connection directly with its Fixed Connection service provider

- 6.6 Vodafone shall maintain insurance against public liability and other third party liability in connection with any injury, loss or damage to any persons or property arising out of the exercise by Vodafone, its employees or independent contractors of the rights granted by these Service Terms. Vodafone shall provide Customer with details of the insurance upon request.

- 6.7 Vodafone shall indemnify the Customer in respect of all liabilities, costs and expenses suffered or incurred by Customer in its capacity as owner of the Premises which arises from any negligent act or omission of Vodafone in exercising the rights granted to Vodafone by these Service Terms ("Breaches") provided that: (i) Customer notifies Vodafone immediately of any actions, proceedings, claims or demands brought or made against Customer ("Proceedings") concerning any alleged Breaches; (ii) Customer does not compound, settle or admit those Proceedings without Vodafone's consent except by order of a court of competent jurisdiction; and (iii) Vodafone shall be entitled at its own cost to defend or settle any Proceedings.

- 6.8 This indemnity shall exclude: (i) any claims in respect of consequential loss; (ii) any loss that has arisen out of any negligence, contributory negligence, wilful act, default, or omission of Customer or on the part of Customer's employees, servants, contractors, agents or tenants or any other person outside Vodafone's control; and (iii) any loss resulting from Customer's failure to take any action that Customer ought reasonably and properly to have taken to reduce or mitigate any loss or damage.

- 6.9 Nothing in these Service Terms shall restrict or interfere with Vodafone's rights against Customer or any other person in respect of contributory negligence.

### 7. Customer's Responsibilities

- 7.1 Customer shall be responsible for all liabilities, and costs in relation to any damage to or destruction of all or any part the Managed Sure Signal Device(s) which result



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from any acts or omissions on the part of the Customer or of any third party outside Vodafone's control.

7.2 Whether or not Customer has fully paid for the Managed Sure Signal Device(s), the following provisions apply to Customer's use of the Managed Sure Signal Device(s):

(a) The Managed Sure Signal Device(s), the Fixed Connection and/or the Network must not be used for any purpose Vodafone believes is abusive, objectionable, illegal, fraudulent, a nuisance or for criminal activities including not using them: (i) for the improper use of a public electronic communications network which is or would be an offence under Section 127 of the Communications Act 2003; (ii) for any unauthorised access or denial of service attack which is or would be an offence under Sections 1, 2 or 3 of the Computer Misuse Act 1990; (iii) to commit an offence under the Regulation of Investigatory Powers Act 2000; (iv) to commit an offence under any other relevant UK legislation; or (v) to run 'Open Servers'. Customer must immediately notify Vodafone if the Managed Sure Signal Device(s) are lost or stolen or Customer becomes aware that the Managed Sure Signal Device(s) are being used for fraudulent or other illegal activities.

(b) Customer must only use the Managed Sure Signal Device(s) in accordance with the guidelines, instructions and other specifications provided by Vodafone to Customer from time to time. If Vodafone advises Customer to do anything specific in respect of the Managed Sure Signal Device(s) (such as a hard reset by turning the Vodafone Managed Sure Signal Device(s) off and on again) Customer shall ensure it follows all its health and safety guidelines, policies and procedures in gaining access to the Vodafone Managed Sure Signal(s) and carrying out the instructions.

### 8. Managed Support

8.1 During the term of the Agreement between the hours of 8am to 8pm on any Business Day, Vodafone shall remotely monitor the Managed Sure Signal Service at the Building(s) from Vodafone's Network Operating Centre. Vodafone shall be notified when there is a serious incident which affects the Network access of the Managed Sure Signal Service. Subject to clauses 6.4 and 6.5 above, where the incident relates to the Managed Sure Signal Device(s), Vodafone shall either: (i) remotely diagnose and fix the Managed Sure Signal Device(s); (ii) remotely reboot the Managed Sure Signal Device(s); or (iii) install replacement Managed Sure Signal Device(s) (subject to clause 10.5). Where the incident relates to the Vodafone-provided Fixed Connection, Vodafone shall report the fault to its third party provider.

8.2 Vodafone shall provide Customer a support helpdesk during Managed Support Working Hours to report incidents on the Managed Sure Signal Service. Only Customer's IT personnel shall be permitted to contact the support helpdesk. Vodafone shall respond to all requests within 4 hours within Managed Support Working Hours.

8.3 When raising a support request, the Customer shall provide the following information to Vodafone: (i) contact name; (ii) fault onset date and time; (iii) fault description; (iv) scope of fault; (v) business impact; (vi) frequency of fault (constant or intermittent); and (vii) Customer availability for testing.

8.4 Customer shall fully co-operate with Vodafone and its third party suppliers at all times in order to fully close down any incidents with the Managed Sure Signal Service.

### 9. The Premises

9.1 Subject to clause 6.1, if Customer wishes to vacate all or any part of the Building where the Managed Sure Signal Device(s) are installed, Customer shall give

Vodafone not less than 40 days' prior written notice before there is any disposal of the Building.

9.2 Customer shall grant Vodafone and its subcontractors' access to the interior and exterior of the Premises so Vodafone may exercise its rights in these Service Terms to install, operate, maintain, upgrade, repair, remove and replace the Managed Sure Signal Device(s) within the Building.

9.3 During installation, maintenance, repair or removal of the Managed Sure Signal Device(s), Customer shall permit Vodafone or its contractors' access to occupy a reasonable working space around the area where the Managed Sure Signal Device(s) is being installed and Customer must provide a suitable and safe working environment for any of Vodafone employees or subcontractors who might attend the Building.

9.4 Customer shall be responsible for all costs it incurs in providing any attendances at the Building it deems necessary during the installation, or any maintenance, repair, upgrade or removal of the Managed Sure Signal Device(s) including but not limited to the provision of security services.

9.5 Customer will provide suitable 13amp power to each Managed Sure Signal Device which shall not be terminated without Vodafone's prior written consent.

### 10. The Managed Sure Signal Device(s)

10.1 Where the Agreement for the Managed Sure Signal Service terminates prior to the expiry of the initial Minimum Term and Customer has not fully paid for the Vodafone Managed Sure Signal Devices or Managed Sure Signal Services, Customer shall pay Vodafone the applicable Recovery Charge for the Managed Sure Signal Service.

10.2 In consideration of the parties' respective obligations contained in these Service Terms, Customer grants Vodafone the right during the term of the Agreement to install, operate, maintain, upgrade, repair and replace the Managed Sure Signal Device(s) in the Building(s) subject to the terms of these Service Terms.

10.3 The Managed Sure Signal Device is only compatible with the Network and cannot be used for other telecommunication networks. Connections are required to have an active Vodafone SIM card and compatible 3G mobile device.

10.4 If the Managed Sure Signal Device fails to work after the expiry of the Minimum Term, Customer will be required to replace The Managed Sure Signal Device at its own cost, in order to continue receiving the Managed Sure Signal Service.

10.5 Save as otherwise agreed by Vodafone, Customer shall not interfere with, move, add to, alter or remove the Managed Sure Signal Device(s) or knowingly permit others to do the same. If Customer becomes aware of any tampering with the Managed Sure Signal Device(s) as per clause 7.2 above, Customer shall notify Vodafone immediately and Vodafone reserves the right to charge Customer for any damage to the Managed Sure Signal Device(s) or any works required to repair the Managed Sure Signal Device(s).

### 11. Ending the Agreement

11.1 In addition to any right of termination in the General Terms, Vodafone may terminate the Agreement for the Managed Sure Signal Service immediately upon written notice to Customer if at any time if Customer vacates the Building (whether or not Customer has given notice).

### 12. Governing Law

12.1 The Agreement for the Managed Sure Signal Service is governed by English law, unless: (i) the Premises are in Scotland, in which case, it will be governed by Scots law, or (ii) the Premises are in Northern Ireland, in which case it will be governed by the laws of Northern Ireland.