

Service Specific Terms

IoT UK SIM Service

Business Customers



1. The Service – Overview

- 1.1 The IoT UK SIM Service is a solution that provides connectivity to a Device. The term “**Service**” or “**Services**” in these Service Specific Terms means the UK IoT 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.
- 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) these Service Specific Terms;
 - (c) Extra Service Terms (if applicable);
 - (d) the General Terms available at www.vodafone.co.uk/terms;
 - (e) the Mobility Service Terms available at www.vodafone.co.uk/terms;
 - (f) the Order, which confirms the Service Elements selected by/for Customer; 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 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) **Customer Delays:** If a Customer’s and/or a User’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.

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4. Service Specific Conditions of Use

4.1 **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.

4.2 **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.

4.3 **Restriction on use:** Customer shall not and shall ensure that its Customer Group, customers and Users shall not use the Service:

- (a) in a way that attempts to penetrate security measures whether or not the intrusion results in the corruption or loss of data;
- (b) 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;
- (c) in a way that involves spamming, the sending of bulk unsolicited emails or commercial messages or maintaining an open SMTP relay;
- (d) in a way that causes the Network to be impaired;
- (e) modify, adapt, alter, translate, or create derivative works from the Services or the SIMs;
- (f) merge or use the SIMs with any other hardware, software, products or services other than pursuant the Purpose or as expressly authorised by Vodafone;
- (g) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source or object code of the SIMs or any software running on the SIMs;
- (h) use the SIMs for any purpose other than for the Services and specific applications as agreed in writing by Vodafone; or
- (i) otherwise use or copy or allow use of the SIMs except as expressly allowed under this Agreement.

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.

4.4 **Roaming:** Customer is not permitted to roam outside of the UK with the Service or any part thereof. If Customer does roam with the Service in breach of this paragraph 4.4, then the following shall apply:

- (a) additional Charges may be applicable as further detailed in the Commercial Terms and/or Order;
- (b) if Vodafone becomes aware of roaming activity by the Customer, Vodafone may notify the Customer that roaming is not permitted as part of the Service and that the roaming activity must cease; and
- (c) if there is persistent roaming activity from the Customer, in breach of the Agreement, then Vodafone reserves the right to take action to remedy this breach, including but not limited to, the termination of the Connection or Service as necessary.

4.5 **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).

Peer-To-Peer communication: Unless otherwise agreed between the parties, Peer-To-Peer communication is not permitted.

4.6 **Interruption to Service:** Customer hereby acknowledges that the Network is not available in all locations and 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

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Services in a way that requires uninterrupted availability of the Networks and where interruption of a Network causes death, personal injury, physical injury or property damages.

- 4.7 **Security of communications:** 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.

5. Service Change Request Procedure

- 5.1 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").

- 5.2 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
- (b) on receipt of Vodafone's response, Customer will confirm whether Customer wishes to progress with the Change Request or not.

6. Data Protection

- 6.1 The following shall apply in addition to clause 13 of the General Terms:

- (a) Customer's Obligations:

- (i) In the event that Customer is deemed to be a Controller of user Personal Data, Customer warrants that if required by Applicable Privacy Law, it will notify the relevant Data Subject(s) or as required procure the relevant Data Subject(s) properly informed consent required for the Processing of User Personal Data for the purpose of providing the Services.

In the event that consent is required by Applicable Privacy Law and in the case that such consent is not provided or withdrawn and Customer cannot otherwise justify the Processing of User Personal Data pursuant to the Services as being in compliance with Applicable Privacy Law in respect of one or more Data Subjects as required in (i) above, Customer shall promptly notify Vodafone thereof and hereby acknowledges and agrees that, notwithstanding any other provision of the Agreement, Vodafone shall not be obliged to continue to provide the Services in respect of such affected Data Subject(s).

Service Specification

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(Note: Service Specification is available on request).

Service Levels

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1. Incident Management

- 1.1 Vodafone shall carry out Incident resolution as part of the Service which aims to restore service operation using reasonable endeavours to supply Customer with the Services according to the standard of skill and care expected of a competent telecommunications provider.
- 1.2 Customer shall appoint primary and secondary points of contact responsible for reporting and progressing Incidents.
- 1.3 As part of Incident management, Vodafone may ask customers to provide temporary login access to their stored data, or approve shared visibility via screen sharing.
- 1.4 If Customer is unable to provide complete fault information or a fault cannot be resolved remotely, Vodafone may visit a Customer Site where such Customer Site is in the United Kingdom to complete the fault investigation or to carry out fault resolution tasks. Should a visit to a Customer Site be required, this will be chargeable at the Standard List Price.
- 1.5 Vodafone may temporarily interrupt the Service to carry out Planned Works. Vodafone will notify Customer in advance of any Planned Works. "Planned Works" means planned Vodafone-initiated changes to the Service or Equipment (for example, to carry out essential maintenance or upgrades).
- 1.6 Vodafone is not responsible for any fault caused by an Excluded Event and Customer shall reimburse Vodafone for reasonable expenses associated with actions taken when Customer has reported a fault caused by an Excluded Event.
- 1.7 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
Service Desk support hours	08:00 to 18:00 UK time during the Working Day (Monday to Friday excluding public holidays)

- 1.8 Before reporting an Incident to Vodafone, Customer shall conduct appropriate investigations to establish its cause, including all initial troubleshooting activities previously specified by Vodafone.
- 1.9 Customer shall procure such co-operation from Users and from any of its Third Party Providers as is reasonably requested by Vodafone to assist in the management of Incidents.
- 1.10 Vodafone shall: (b) keep a record of the Incident; (c) investigate and carry out diagnostic activities; and (d) where possible, resolve the Incident.
- 1.11 Any support (including investigation) in relation to issues other than Incidents (including interruptions caused by reasons other than an error in the Vodafone Services) may be provided at Vodafone's discretion on a reasonable efforts basis at Vodafone's then Standard List Price.

2. Maintenance Windows and Notifications

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

Definitions

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The following definitions are applicable to the Services, including any Extra Service Terms where applicable:

Connected Networks	the Networks that are available to the Customer for the relevant SIM.
Customer Systems	the Customer's own servers and systems through which to access the Service and Equipment, in accordance with any specifications provided by Vodafone.
Designated Country	means the countries listed in the Commercial Terms.
Device Hardware	Equipment (excluding SIMs) including remote equipment for sensors, monitoring applications, connectivity and radio interfaces used to connect to the Connected Network under this Agreement.
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, and excluding any fault, incident or problem with any other Vodafone service purchased under separate service terms.
Planned Maintenance Events/Changes	as described in the Service Levels.
Purpose	has the meaning set out in the Commercial Terms.
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.
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.

Definitions

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Statement of Work	the document prepared for Customer by Vodafone providing details of the Service, if applicable.
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 Service Desk	Vodafone's dedicated service for managing Incidents.