

# Service Specific Terms

## Narrowband IoT (NB IoT) Service



Enterprise Customers

### 1. The Service – Overview

- 1.1 The Narrowband IoT Service is a solution that provides connectivity and associated services to Device. The term “**Service**” or “**Services**” in these Service Specific Terms means the Narrowband 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 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) **[NOTE: Include for Narrowband IoT Service where there is a Value Added Reseller component as confirmed in the bid model]** 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) the Mobility Service Terms available at [www.vodafone.co.uk/terms](http://www.vodafone.co.uk/terms);
- (d) the Order, which confirms the Service Elements selected by/for Customer;
- (e) the Solution Design Document; and
- (f) 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 **Solution Design Document:** Before the Service Commencement Date, Vodafone will provide a Solution Design Document giving an overview of the service’s design as agreed in consultation with Customer. 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.

- 3.3 **Delivery of the Service:**

- (a) **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

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the standard testing criteria and provide sufficient supporting details. Upon receipt of notification, Vodafone shall take reasonable action to meet the standard testing criteria.

- (b) **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.
- (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.

## 4. Equipment

4.1 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.

4.2 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.

### 4.3 Equipment Orders:

- (a) Subject to the provisions set out in 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**".
- (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.

4.4 **Equipment 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.

### 4.5 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:

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- (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).

#### 4.6 Returns:

- (a) Except where expressly set out otherwise in the Agreement, Vodafone shall pass on the benefit of any warranties that Vodafone obtains from the manufacturer of any Equipment supplied by Vodafone to Customer. 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 becomes faulty 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.

#### 4.7 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 as much notice as is reasonably practicable of the effective date of the Phase Out (the "**Phase-Out Date**"); and
  - (ii) following notice of the Phase-Out Date, and provided an alternative solution has been provided in accordance with clause (b)(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 equal in 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.

- 4.8 **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 **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.

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### 5.2 Right to resell:

- (a) Where permitted in the Purpose (but specifically excluding any end users unconnected to the Purpose), Customer shall be permitted to resell, distribute, provide or sub-licence the Services and Equipment (excluding the SIM) to Users to the extent required to achieve the Purpose (each such action, a “Resale”).
- (b) For each Resale, Customer will:
  - (i) as between Customer and Vodafone, be responsible for Users use of, and all dealings with Users about, the Services including payment obligations;
  - (ii) require each User to agree in writing not to engage in Service misuse and abide by the obligations set out in this Agreement which expressly or implicitly relate to Users;
  - (iii) not make any representation or warranty, or offer any indemnity to, or otherwise make any commitment to, any User on Vodafone’s behalf;
  - (iv) be responsible for having and keeping in place all licenses, permissions, ministerial determinations, directions and declarations and other governmental approvals needed for Resale;
  - (v) comply with all applicable resale laws and regulations pertaining to Resale; and
  - (vi) reimburse Vodafone for any costs or expenses Vodafone incurs as a result of any breach by Customer of this clause.
- (c) 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.

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

5.4 **Restriction on use:** Customer shall not and ensure that its Customer Group, customers and Users 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;
- (f) in a way that causes the Network to be impaired;
- (g) modify, adapt, alter, translate, or create derivative works from the Services or the SIMs;
- (h) merge or use the SIMs with any other hardware, software, products or services other than pursuant the Purpose or as expressly authorised by Vodafone;
- (i) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source or object code of the SIMs or any software running on the SIMs;
- (j) use the SIMs for any purpose other than for the Services in relation to the Purpose and specific applications as agreed in writing by Vodafone; or
- (k) 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.

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- 5.5 **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).
- 5.6 **Peer-to-peer communication:** Direct peer-to-peer communication between Device Hardware or between Device Hardware and any other device is not permitted.
- 5.7 **Narrowband Services:** Narrowband Services are only offered where set out in the Solution Design Document. Narrowband is currently being rolled out globally and may not be available in some locations. The Narrowband Services are only available on compatible devices which support the particular Narrowband frequency of the specific roaming network. If Vodafone detects that a Customer device does not support Narrowband services, Vodafone may disable Narrowband access to that device.
- 5.8 **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 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.
- 5.9 **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.

## 6. Service Change Request Procedure

- 6.1 Customer may propose a change to the Service by written request. Upon agreement, the Parties must authorise the change in the form of a change Order or other written amendment to the Agreement (a "**Change Order**"). Vodafone has no obligation to commence work in connection with a change until a Change Order is executed by the Parties.
- 6.2 If within 5 Working Days of the end of a calendar month Customer requests any change which would have the effect of cancelling the whole or any part a Service Element, Customer may be charged the applicable charges in relation to that Service Element for the full coming month, as determined by Vodafone.

## 7. Data Protection

- 7.1 The following shall apply in addition to the provisions set out in 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.
- (ii) 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 management as part of the Service which aims to restore service operation to within applicable agreed Service Levels and minimise the adverse impact of the Incident on the Customer's business operations.
- 1.2 Customer shall appoint primary and secondary points of contact responsible for reporting and progressing Incidents.
- 1.3 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. If Customer agrees to a Site Visit Customer shall pay for One Off Charges set out in the Commercial Terms.
- 1.5 Vodafone is not responsible for any fault caused by an Excluded Event and Customer shall reimburse Vodafone for reasonable expenses associated with actions taken when Customer has reported a fault caused by an Excluded Event.
- 1.6 Customer may report an Incident or request technical support through the applicable Vodafone Service Desk during the relevant operating hours as set out below:

Vodafone Service Desk	Operating Hours
Service Desk support hours	08:00 to 18:00 UK time during the Working Day (Monday to Friday excluding public holidays)

- 1.7 Before reporting an Incident to Vodafone, Customer shall conduct appropriate investigations to establish its cause, including all initial troubleshooting activities previously specified by Vodafone.
- 1.8 Customer shall procure such co-operation from Users and from any of its third party providers as is reasonably requested by Vodafone to assist in the management of Incidents.
- 1.9 Vodafone shall: (a) raise a Trouble Ticket; (b) track the Trouble Ticket through to closure (c) keep a record of the Incident; (c) investigate and carry out diagnostic activities; and (e) where possible, resolve the Incident.
- 1.10 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

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

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

##### 3.1 Connectivity Incidents:

- (a) Vodafone aim to resolve as many Incidents as possible at the first point of contact. 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 2<sup>nd</sup> line support and ensure that the Incident is managed against the following target resolution timescales (such timescales to be measured from the point of 1<sup>st</sup> line support in Clause 1 being exhausted and 2<sup>nd</sup> line support being engaged):

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Priority	Description	Target Incident Intervention Time	Target Incident Resolution Time
P1 Critical Service Affecting	Complete breakdown or outage of service or a critical functionality that renders the system unusable.  There are no workarounds or manual processes available to minimize the problem. <b>Business Impact:</b> <i>Critical impact on ability to operate business processes.</i>	30 minutes	14 Working Hours
P2 Major Service Affecting	Significant degradation of the service or a critical function that, not rendering the system completely unusable, considerably limits one or more of its critical functions.  There are no workarounds or manual processes available to minimize the problem. <b>Business Impact:</b> <i>Significant impact on ability to operate business processes.</i>	1 hour	3 Business Days
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. <b>Business Impact:</b> <i>Minor impact on the ability to operate business processes.</i>	4 hours	9 Business Days
P4 Non Service Affecting	No limitation of the service functionality (examples are notifications about faulty documentation, questions or requests for improvement). <b>Business Impact:</b> <i>No impact on the ability to operate business processes.</i>	1 Business Day	18 Business Days

### 3.2 Connectivity and M2M Platform Service availability:

(a) Service availability contained in the below table is based on the individual components of the Service as set out in the diagram in the Service Specification:

Service Element	Service Element Description	Service Level Target
Connectivity Service: core Service Elements (*)	The components required to transmit data and SMS or provision these Services.	Target availability of 99.9% uptime per month excluding any Excluded Event or planned maintenance.
Connectivity Service: M2M management Services	All other components, 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.

## 4. M2M Platform Service Availability

4.1 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
M2M Platform: core Service Elements	The components of the M2M Platform required to transmit data and SMS or provision these Services.	Target availability of 99.9% uptime per month excluding any Excluded Event or planned maintenance.



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M2M Platform: management Services	All other components of the M2M 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.
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# Value Added Reseller Terms

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[NOTE: Include for Narrowband IoT 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 Customer who develops the Services by combining them with additional services, applications or hardware before reselling to its own customers (the Customer’s “**Clients**”).
- 1.2 The Parties acknowledge and agree that Customer shall only be permitted to resell the Services and Equipment where Customer is acting as a Value Added Reseller.
- 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 (and shall use all reasonable endeavours to procure that each Customer Group Company) contracts 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 Services to the Clients.
- (b) Customer shall contract directly with the Clients in its own name.
- (c) 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 Services directly to the Clients or Users;
  - (ii) a statement that Customer and not Vodafone will provide the Services and support for the Services;
  - (iii) sufficient permission to enable Vodafone to process information relating to the Clients as contemplated by this Agreement and in particular the Data Protection provisions set out in 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 Services.
- (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 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.

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- (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.

### 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 whether the 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.
- 4.3 **Liability Disclaimer:** Vodafone shall not be liable to Clients or Users or other third party to whom Customer makes the Services available. For the avoidance of doubt, Vodafone has no knowledge or expertise in the reselling of the Services.
- 4.4 **Non Compliance:** Customer is responsible for ensuring the Services comply with the Applicable Laws of the Reseller 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 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

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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 provide Customer with a monthly invoice for the entire installed base. The M2M Platform Web Management Portal gives Customer visibility to details that can be used for cost allocation purposes, simplifying cost tracking among its different cost centres.

9.3 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.

9.4 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.

9.5 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.

9.6 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;

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- (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 If Vodafone allows the Customer to use the Vodafone brand by giving written notice, 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**").



- 12.2 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 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) 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.
- (e) 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.

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- (f) 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.
- (g) 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 122.
- (h) 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 M2M Platform.
- (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.
- (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 the M2M Platform.
- (c) Assist Customer, where agreed, in developing proposals for its Clients through the provision of technical and operating material relating to the Services and Customer Equipment provided, acknowledging that Vodafone is not itself providing any Equipment.

14.2 Agree with Customer an appropriate level of Vodafone brand and ongoing marketing collateral and other support.

14.3 Develop and install processes and appropriate documentation appropriate to the supply of SIMs to Customer in accordance with this Agreement.

14.4 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 Client directly