

Service Specific Terms



Total Workforce Mobility:TaskMaster

Enterprise Customers

1. The Service - Overview

- 1.1 TaskMaster is an enterprise mobility platform which allows task related information to be sent and received by mobile workers. The term “Service” or “Services” “TaskMaster Service” in these Service Specific Terms means the TaskMaster services (as further detailed in the Service Specification) provided under this Agreement.

2. Service Term Structure

- 2.1 These Service Specific Terms include:

- (a) the service specification, which sets out a description of the Service, as may be updated from time to time (the “**Service Specification**”); and
- (b) the service levels and support services, which set out the standards that will be applied to the provision of the Service (the “**Service Levels and Support Services**”).

- 2.2 The following documents further govern Vodafone’s supply of the Service and form part of the Agreement, applying in the order of precedence set out in the General Terms:

- (a) the Commercial Terms;
- (b) the General Terms;
- (c) the Fixed Service Terms as set out at www.vodafone.co.uk/terms;
- (d) the Order, which confirms the service elements selected by/for Customer;
- (e) any Statement of Work; and
- (f) any applicable Policies and Procedures as provided from time to time by Vodafone.

3. The Service and Equipment

- 3.1 The TaskMaster Service, developed and managed by Vodafone’s partner TBS, is a mobile data solution which enables task related information to be sent and received by mobile workers. It is based on a enterprise mobility platform (the “**TaskMaster Platform**”) on which business solutions can be built to manage and assist mobile workforces.

- 3.2 **Service Elements:** The Service comprises 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.

3.3 Delivery of the Service:

- (a) **Site Survey:** Vodafone may require a Site Survey prior to delivery of the Service in accordance with these Service Specific Terms.
- (b) **Agreed Delivery Date:** Vodafone shall use reasonable endeavours to deliver the Service by the Agreed Delivery Date. If Customer requests a change before completion of delivery of the Service, Vodafone shall adjust, or cancel the applicable Order subject to any Recovery Charge and/or amend the Agreed Delivery Date, as applicable.
- (c) **Service Commencement Date:** Vodafone will make the Service available to Customer and notify Customer that the Service is ready for use (“**Service Commencement Date**”). Each Service Element (including but not limited to a Hosted Service) may have a separate Service Commencement Date.
- (d) **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

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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.

3.4 Equipment:

- (a) The Commercial Terms and/or Order will identify which 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.
- (b) Save where expressed otherwise, 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.
- (c) After sale to Customer, the Equipment becomes “Customer Equipment” under these Service Specific Terms. Customer’s right to use the Equipment is subject to compliance with its obligations for Customer Equipment under the Agreement and any OEM licence terms.

3.5 Equipment Warranty and Returns:

- (a) 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. If the Equipment fails to meet OEM specifications for reasons unconnected with Customer’s or any User’s acts, omissions or misuse (including failure to follow the OEM’s guidelines) within the Equipment warranty period, Customer may notify the OEM. As stated in the relevant OEM’s warranty, the OEM may either repair or replace the faulty Equipment at its discretion. This clause states Customer’s sole remedy for faulty Equipment.
- (b) If Customer wishes to return Equipment after delivery it must follow the OEM’s return process and pay return shipping charges. Vodafone does not accept any Equipment returns.

3.6 Import Obligations:

- (a) If Vodafone delivers Equipment to Customer from outside the country of delivery, the Customer:
 - (i) confirms that the Equipment will be shipped to the Customer DAP. “DAP” means “delivered at place” as defined by the International Chamber of Commerce’s Incoterms 2010;
 - (ii) title to the Equipment (excluding Software) passes to Customer at the shipping point;
 - (iii) will be the importer of record into the country of delivery;
 - (iv) will carry out all customs formalities and pay any import duties required to import the Equipment into the country of delivery;
 - (v) will carry out any other obligations which may fall to the importer of record including, if applicable, the payment of any copyright levies and all other charges which are the responsibility of the importer of record; and
 - (vi) where part of Applicable Law, will be responsible for the proper recording, treatment and disposal of Equipment and compliance with the environmental directives or any similar local legislation.
- (b) The use, export, and/or import of certain Equipment are subject to Applicable Laws (“**Regulated Items**”). Customer must only deploy, export, import, and/or disclose Regulated Items in strict compliance with all Applicable Laws, and specifically Applicable Laws 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.

3.7 Intellectual Property Rights (“IPR”):

- (a) Vodafone does not own the IPR in the Equipment. Other than as expressly stated in these Service Terms Vodafone grants no licence 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 OEM’s aggregate liability under or in connection with a claim for Equipment (whether in contract, tort (including

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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. This liability cap does not apply to non-payment of Charges.

- (b) Vodafone's liability to Customer for third party claims for infringement of IPR in the Equipment will not exceed the liability of the OEM or reseller to Vodafone.

4. Service Specific Conditions of Use

- 4.1 The Equipment and the Service is designed to operate in a location where, as a minimum, a GPRS or 3G mobile network is available. Failure to install or use the Equipment or Service in a location where such a network is available will mean that the Service will not operate as set out in these Service Terms and Vodafone shall have no liability in respect of the performance of the Service. This Service is available in the United Kingdom.
- 4.2 The pre-requisites for solution deployment are dependent upon the IT environment of the Customer ("**Customer Pre-requisites**"). Any Customer Pre-requisites or additional requirements which may be necessary will be included in any agreed Statement of Work (SoW) or otherwise notified to the Customer in writing. Vodafone is not responsible for any performance or non-performance issues with the Service caused by a Customer Pre-requisite or Customer failing to comply with a Customer Pre-requisite. If Customer fails to provide or maintain a Customer Pre-requisite, Vodafone may terminate the Service and apply a Recovery Charge.
- 4.3 The Customer shall arrange for the purchase, management, security, configuration and logistical support of appropriate end user devices to deliver the Service.
- 4.4 **Project Management:** The Customer will assign a project manager (the "**Internal Project Manager**") that will act as a single point of contact for Vodafone. The Internal Project Manager will be expected to be responsible for any issues that require the Customer to take action, for example; to enable Vodafone or its sub-contractors to gain physical or logical access to buildings or systems, to make decisions, acknowledge changes to requirements, authorise and approve change requests.
- 4.5 **Connectivity to existing systems:** The Customer is responsible for providing, or facilitating the provision of, all technical information about interfaces or APIs for any of its existing systems that are in scope to be connected to the Service.
- 4.6 **User Acceptance Testing:** The Customer will be responsible for the creation of User Acceptance Test (UAT) scripts, and for managing the UAT process.
- 4.7 **Intellectual Property Rights:** The nature of the services provided under this Agreement is such that they contain or use Software which may belong to Vodafone and/or its Third Party Providers. Where services use or rely on Software to function, the use of that Software shall be governed by the terms and conditions of the relevant software licence set out in the applicable Services or any shrink wrap or click through software licence provided with the relevant service in the terms set out in the Annex 2 to these Service Terms (the "**EULA**").
- 4.8 Vodafone grants the Customer a non-exclusive, non-transferable, limited licence to use the number of copies of the Software it has purchased, subject to full payment due in accordance with the Commercial Terms and the Third Party Provider terms set out in the EULA.
- 4.9 The Customer acknowledges and agrees that the EULA shall constitute an agreement between the Customer and the Third Party Provider of the Software (as identified in the EULA) in respect of the Customer's licence of that Software.
- 4.10 Customer agrees to enter into such EULA(s) immediately upon Vodafone's acceptance of that order and Customer also agrees to enter into any other licences and agreements required by a Third Party Provider in respect of the Software as and when so required.
- 4.11 Customer agrees that its licence of the Software shall be conditional on the Customer accepting the terms of the EULA and complying with the same.

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- 4.12 Customer agrees that Vodafone and its relevant Third Party Providers may, at their reasonable discretion, electronically audit each system configuration containing Software licensed under this Agreement to verify compliance with the licence provisions of this Agreement including (among other things) the terms of any EULA. Such audit will be conducted upon at least two (2) working days' notice to Customer. Customer will co-operate with Vodafone and/or its relevant Third Party Provider in conducting such audit.
- 4.13 Customer warrants that it has and will maintain all necessary rights, licences and consents to obtain and record the data captured using the Products and the TaskMaster platform as part of the Service.
- 4.14 If Customer purchases the Hosted Service, access by Customer to the Hosted Service is limited to authorised Users and Customer is responsible for: (a) the security of the User Details; (b) providing Vodafone with the identity of the authorised Users (if requested) and keeping that information current; and (c) providing its Users with the means to connect to the Hosted Service; and (d) 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. Customer is liable for all acts and omissions conducted using the User Details up until the time that it informs Vodafone that they are being used without authority or may be compromised.

5. Restrictions on Use

- 5.1 Customer will not attempt to use the Products, or any part of the Service to do any of the following things ("**Prohibited Use**"):
 - (a) transmit voice communications (including VOIP);
 - (b) attempt to access a publically addressable destination (i.e. public IP address) including through the use of a proxy, gateway or routing other than to access the TaskMaster platform;
 - (c) probe, scan, or test the vulnerability of any system or network;
 - (d) breach or otherwise circumvent any security or authentication measures;
 - (e) access, tamper with, or use non-public areas of the TaskMaster platform, shared areas of the Taskmaster platform Customer has not been invited to, or Vodafone's (or its service providers') computer systems;
 - (f) interfere with or disrupt any user, host, or network, for example by sending a virus, overloading, flooding, spamming, or mail-bombing any part of the TaskMaster Platform;
 - (g) plant malware or otherwise use the TaskMaster Platform to distribute malware;
 - (h) access or search the TaskMaster Platform by any means other than Vodafone's publicly supported interfaces (for example, "**scraping**");
 - (i) send unsolicited communications, promotions or advertisements, or spam;
 - (j) send altered, deceptive or false source-identifying information, including "spoofing" or "phishing";
 - (k) impersonate or misrepresent Customer's affiliation with any person or entity;
 - (l) publish or share materials or images that infringe any applicable laws, regulations or third party rights (including without limitation any material or images which are obscene, indecent, pornographic, seditious, offensive, defamatory, threatening, liable to incite racial hatred, menacing, blasphemous or in breach of any third party intellectual property rights or rights under applicable data protection legislation); or
 - (m) violate the law in any way, or violate the privacy of another person, or defame another person, Failure to comply with the provisions of this Section 5 shall be deemed an irremediable material breach of this Agreement entitling Vodafone to terminate the Agreement and associated Services forthwith.

6. Service Changes Request Procedure

- 6.1 Any Changes to the Service, including ordering additional Services or amending an existing Service, shall be subject to the following service change request procedure ("**Service Change Request Procedure**").

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- 6.2 If either Party wishes to propose a change, it shall notify the other Party of that fact by sending a written request to the other Party's account manager, specifying in as much detail as is reasonably practicable the nature of the requested change.
- 6.3 As soon as reasonably practicable after sending or receiving a written request for a change, Vodafone shall provide Customer with a brief written proposal in relation to the relevant change (a "**Change Control Proposal**") including, where applicable, the following information: (i) details of the proposed change and its impact on the Service including, without limitation, any changes to the Service, Service Levels and any other variations to this Service Agreement; (ii) a statement of the cost and expense of implementation and on-going operation of the relevant change, including any alteration of the charges or additional charges relating to the proposed change; (iii) a timetable for the implementation of the change; and (iv) details of the impact, if any, of the proposed change on any existing Services.
- 6.4 Customer shall review Vodafone's Change Control Proposal as soon as reasonably practicable and will either accept or reject the proposed Change Control Proposal. If the Parties agree with the proposed Change Control Proposal, they shall issue an amendment to the Service Agreement authorising the change in the form of a change Order.
- 6.5 If it is necessary to use additional resources or to incur any other additional costs in making a change, they shall be calculated as a change to the Charges. Vodafone shall have no obligation to commence work in connection with any change until a relevant change Order authorising a change is executed by the Parties in writing.
- 6.6 Where a new Customer Site is added via the Service Change Request Procedure or where a configuration change to an existing Customer Site has been approved via the Service Change Request Procedure, Vodafone will notify Customer of specific site requirements at the Customer Sites.

Service Specification

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(Note: Service Specification available on request)

Service Levels and Support Services



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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 Customer's business operations.
- 1.2 Customer shall appoint primary and secondary points of contact responsible for reporting and progressing Incidents.
- 1.3 Outages or Planned Works to the Services and/or Equipment may be necessary from time to time. Vodafone will: (i) use reasonable endeavours to give Customer as much notice as reasonably possible of any Outage or Planned Works which will affect the availability of the Services; and (ii) use reasonable endeavours to minimise the number of Outages and Planned Works and any subsequent disruption to Customer. Customer is responsible for notifying the Users, customers or third party providers of any Outage or Planned Works. **"Planned Works"** means planned Vodafone-initiated changes to the Service or Equipment (for example, to carry out essential maintenance or upgrades).
- 1.4 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.
- 1.5 Customer may report an Incident or request technical support through the applicable Vodafone Customer Service Centre during the relevant operating hours as set out below. The Vodafone Customer Service Centre will act as a single point of contact for the Customer (from the Customer's own IT helpdesk only) regarding Incidents and change requests.

Telephone number:	0800 294 5947
Email	Managedservices@vodafone.com
Support Hours for the Customer Service Centre	8.00am-6.00pm Monday to Friday excluding UK public holidays and other holiday days which are declared in advance by Vodafone.

When calling the helpdesk, Customer shall provide the following information:

- (i) Customer name and account number;
 - (ii) details of the Product that is impacted including the Software versions being used and the version of Windows and Server being used;
 - (iii) a full description of the fault, including impact on Customer's business;
 - (iv) the assessment of the priority level with reference to Section 2 below;
 - (v) details of any work Customer has undertaken to diagnose and rectify the issue, and the suspected cause of the issue;
 - (vi) contact details for Customer's own helpdesk (to be advised of progress/resolution); and
 - (vii) arrangements for accessing the affected site (if required).
- 1.6 Before reporting an Incident to Vodafone, Customer shall conduct appropriate investigations to establish its cause, including all initial troubleshooting activities previously specified by Vodafone.
 - 1.7 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.

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- 1.8 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.
- 1.9 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.
- 1.10 Where support is requested by the Customer in respect of Software versions that are more than 18 months old at the date of the request, Vodafone shall use reasonable efforts to assist but cannot warrant that support will be available.
- 1.11 Any Incident shall be deemed to: (i) commence when Vodafone raises a Trouble Ticket; and (ii) end when Vodafone advises Incident Resolution. Customer will be deemed to have been advised if Vodafone has made reasonable attempts to contact Customer. Target resolution times are non-binding.
- 1.12 More detailed description of Support Services will normally be included in any Statement of Work but specific Service Levels for (i) Software and (ii) Hosted Services are set out below.

2. Severity Levels of Incidents and Incident Resolution Time

2.1 Software incidents (applies to both Customer hosted and Hosted Service)

The table below details the priority levels and target resolution time for Incidents relating to Software. The following target resolution times assume that TBS has VPN access to the Hosted environment and are applicable only to TBS Software operating in the hosted Environment after Service Commencement. Hours refer to working hours between 8am and 6pm.

Software Incidents - Fault Classification and Target resolution times:

Severity		Response Time	Target Resolution Time
Priority 1	Major Incident – Total TaskMaster Software™ failure all Users down, where the TaskMaster Software™ cannot quickly be restored.	2 hours	10 hours
Priority 2	Major operational difficulties and/or significant applications are unavailable in the TaskMaster Software™. 10% or more Users affected.	4 hours	30 hours
Priority 3	Partial application failure in the TaskMaster Software™ causing operational difficulties but work around available.	8.5 hours	50 hours
Priority 4	Problems in the TaskMaster Software™ causing inconvenience but not operational difficulty.	25.5 hours	100 hours

2.2 Hosting Services incidents

- (a) Hosted environment hardware support will be provided by TBS. TBS's target is to provide a 8 hour target business fix on all servers from 6.00am until 6.00pm Monday to Friday once it is alerted to the relevant Incident.
- (b) The support of mobile devices and firmware is not covered by this Agreement.
- (c) Vodafone or TBS shall be entitled to temporarily suspend and take out of use any Hosted environment for operational or other reasons including:

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- (i) improving, updating and altering any content of the Services;
 - (ii) replacing, maintenance, repair and upgrade of any of the Services;
 - (iii) rectifying any unplanned malfunction, fault or damage;
 - (iv) dealing with any actual or suspected security breach, virus, or attack or any misuse;
 - (v) any emergency;
 - (vi) where required by any regulatory, governmental or other competent authority; and
 - (vii) taking any other action that Vodafone or its Third Party Provider reasonably consider necessary as a reasonable and prudent provider of the Services (the “**Permitted Maintenance**”).
- (d) Where Services are suspended, Vodafone or its Third Party Provider will use reasonable efforts, wherever practicable, to inform Customer at least twenty-four (24) hours ahead that the Hosted Environment shall be suspended.

Hosted Services Incidents - Fault Classification and Target Resolution times

The table below details the priority levels and target resolution time for Incidents relating to Software. Hours refer to working hours between 9am and 5pm.

Severity		Response Time	Target Resolution Time
Priority 1	A major fault resulting in total service loss or severe service degradation to a significant number of services in the Hosted Environment	2 hours	10 hours
Priority 2	A fault resulting in a limited or degraded provision of the Hosted Environment affecting multiple services or a fault causing total loss of service on a single service	4 hours	30 hours
Priority 3	A fault in the Hosted Environment resulting in limited or degraded service affecting a single service	8.5 hours	50 hours
Priority 4	General, non-service affecting support or change request. This includes installation support.	25.5 hours	100 hours

2.3 Equipment Incidents:

For Incidents relating to Equipment, Vodafone or TBS shall in the first instance attempt to resolve the incident remotely.

If in Vodafone’s or TBS’s opinion a remote fix cannot be achieved, clause 3.5 of the Service Specific Terms shall apply.

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Agreed Delivery Date	the delivery date to be provided by Vodafone to Customer for a Service.
Customer Equipment	Equipment not owned by Vodafone that is used with the Service.
Customer Pre-requisites	has the meaning set out in Clause 4.2 of the Service Specific Terms.
Customer Service Centre	Vodafone's dedicated service for managing Incidents. The contact details for the Customer Service Centre vary from service to service and from customer to customer, Vodafone will provide Customer with the Customer Service Centre contact details that are relevant to Customer's Services.
Excluded Event	means any of the following: <ul style="list-style-type: none">(a) the improper use, operation or neglect of the Software;(b) the modification of the Software or their merger (in whole or in part) with any other software;(c) the use of the Software on equipment not complying with Vodafone's minimum equipment requirements;(d) the failure by Customer to implement recommendations in respect of solutions to faults previously advised by Vodafone;(e) any repair, adjustment, alteration or modification of the Software by any person other than Vodafone or its sub-contractor without Vodafone's prior consent;(f) the use of the Software for a purpose for which they were not designed;(g) improper provision or configuration of infrastructure upon which the Software depend, including, but not limited to, firewalls, operating systems and networks and an Customer Pre-requisites or in any applicable SoW;(h) a fault in, or any other problem associated with, non-Vodafone-supplied power, any CSE, non-maintained structured cabling or other telecommunications systems not operated or provided by Vodafone;(i) the fault or Customer's negligence, act or omission or that of any third-party not within Vodafone's direct control;(j) Customer not performing or a delay in performing any of Customer Obligations;(k) Customer requesting Vodafone to modify a Customer Site, or test one although no fault has been detected or reported in accordance with the Service Terms;(l) service suspension or a force majeure event in accordance with the General Terms;(m) any fault caused by a problem with internet connectivity;(n) a configuration change in the process of implementation;

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	<p>(o) an Outage resulting from the actions or omissions of Customer or a third party on Customer's behalf; or</p> <p>(p) any other circumstances caused by events for which Vodafone are not liable in accordance with the terms of the Service Agreement</p>
Hosted Service	a Software platform managed by a third Party Provider with features that enable remote management of Software, Equipment and Customer.
Incident	any fault or problem which affects Services provided to Customer, which is not: (i) an Excluded Event, (ii) a result of an Outage or Planned Works, (iii) a failure at the another Customer's Site; (iv) a failure in relation to a Service provided by a Third Party Provider.
Incident Resolution	either a fix or workaround that is reasonably acceptable to the Customer. A resolution may require the Customer to apply a patch or upgrade to a later version.
OEM	a third party equipment manufacturer or service provider.
Outage	a temporary and unavoidable interruption in service, which is necessary for Vodafone or its Third Party Provider to carry out essential maintenance or network upgrades.
Severity Level	a categorisation (as described in the table in the Service Levels and Support Levels of the severity of an Incident as determined by Vodafone in Vodafone's discretion.
Statement of Work or SoW	any detailed statement of the Customer's requirements prepared for the Customer in connection with the purchase of the Products.
TBS	Technological Business Solutions Limited (Company Number: 2904276) or any TBS group company;
Trouble Ticket	a record of an Incident with a unique reference allocated to it which shall be used for all subsequent updates and communications



TASKMASTER– END USER LICENCE

Part 1: EULA terms for TBS Hosted Software

1. Definitions

1.1 The definitions set out below shall apply to this EULA

“Hosted Environment”	means the secure environment in which the Partner Software is hosted
“Hosted System”	means the Partner Software and Hosted Environment.
“Laws”	means (a) all laws (including the common law) and (b) all regulations, policies and codes of conduct which are legally-binding and which are applicable to the activities undertaken pursuant or in relation to this Agreement
“EULA”	means the terms set out in this Schedule 2 which Vodafone shall include in its Customer Agreement
“Subscription Licence”	means the licence to use the Partner Software set out in this EULA
“Partner Software”	means the software developed and owned by the Partner as provided to the Customer on the terms set out in clause 2 of this EULA , and any configuration work undertaken or changes undertaken to such software
“Third Party Software”	means any software which is not Partner Software which is licensed by Partner, and may be sub- licensed to Vodafone in respect of Partner Services to be provided under any Order
“Us/We/Partner”	means Technological Business Solutions Limited, company number 2904276 having its registered office at Ironstone House, Kedleston Close, Belper, Derbyshire, England, DE56 1TZ
“Version”	means any new version of the Partner Software which from time to time is publicly marketed and offered for purchase by Us in the course of our normal business, being a version, which contains such significant differences from the previous versions as to be generally accepted in the marketplace as constituting a new product

2. Subscription Licence

2.1 Partner grants Customer and its end users (“Users”) during the term of the licence specified in the Customer’s Agreement with Vodafone a non-exclusive, non-transferable right to permit Users only to use the Partner Software and the Third-Party Software for the purpose only of carrying out its internal business purposes only.

2.2 Vodafone will make the Partner Software and the Third Party Software available to Users in the Hosted Environment as set out in this EULA

2.3 Customer shall

- (a) ensure that all Users use the Partner Software only in accordance with the terms of this EULA
- (b) not, licence, sell, rent, lease, transfer, assign, distribute or otherwise make the TaskMaster™ Software available to any third party except the Users.



Customer shall not, except as may be allowed by any applicable law or as permitted under the EULA

- (c) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, display transmit or distribute all or any portion of Partner Software in any form or media or by any means; or
- (d) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or part of any component of the Hosted System.

2.4 Customer shall

- (a) prevent any unauthorised access to, or use of the Partner Software and the Hosted Environment and, in the event of any such unauthorised access or use, promptly notify Us via Vodafone;
- (b) provide Vodafone with current mobile device and data enabled SIM where appropriate to the same specification as those used by Customer to enable Us and Vodafone to perform appropriate testing of Hosted System;
- (c) provide Customer and Vodafone with all the necessary resources i.e. mobile devices deployed to Users, in order to appropriately support the Hosted System;
- (d) maintain and operate the Hosted System in a proper and prudent manner in accordance with such advice and instructions as Vodafone or We may reasonably issue from time to time.

2.5 Partner shall have no responsibility for Customer's use of the outputs of the Hosted System and Customer acknowledges that the accuracy of outputs of the Hosted System are solely dependent on the content and input materials provided by Customer.

3. Customer Obligations

3.1 Customer shall:

- (a) ensure that the Users maintain the security of their login credential(s);
- (b) comply with the obligations set out in EULA;
- (c) notify Us and Vodafone immediately of any unauthorised use of Customer's account, the login credentials of any of Users, or any other breach of security. Customer shall indemnify Us in full against reasonable losses costs or damages (including reasonable professional fees) We incur or any that of any other user of the Hosted System where due to any unauthorised person using the account details of a User.

3.2 Customer is responsible for all activities, communications and transactions of its Users and its employees, consultants and/or agents conducted as a result of or in reliance on Customer's use of the Hosted System, and their compliance with applicable Laws.

3.3 Customer agrees that We and/or Vodafone may, at our reasonable discretion, electronically audit each system configuration containing Software including the Partner Software licensed under this EULA to verify compliance with this EULA. Such audit will be conducted upon at least two (2) working days' notice to Customer. Customer will co-operate with Us and/or Vodafone and/or its agent in conducting such audit.

- (a) Where relevant, Vodafone shall provide Customer with one copy of all user documentation required to enable normal use of the Software which may be in the form of a Service User Guide. Customer shall be entitled to provide each licensed end user a copy of such documentation.
- (b) From time to time We may require Customer to upgrade the Software utilised by Customer in order for Vodafone and the Software licensor where necessary to support the relevant feature of the service for Customer. Unless otherwise notified by Vodafone any Software upgrade charges shall be Customer's responsibility. If Customer does not take an upgrade (as advised Us and/or Vodafone) any support for the relevant feature of the applicable service by Vodafone and Us shall be at Our reasonable discretion.



- (c) If Customer has software which needs to be installed onto Customer's computer system where Customer wishes to use the functionality of certain services ("Computer Server Software"), Customer shall be responsible for maintaining such Computer Server Software with an appropriate configuration on Customer's computer systems (including, without limitation, the specification, configuration and set-up of Customer's firewall and internet connection) throughout the term of the applicable service period.
- (d) If Customer has equipment with Computer Server Software or other third party software that have not been supplied by Us then We have no support obligations, costs, liabilities and service levels associated with any such software or application(s).
- (e) Certain services and/or Software may not be compatible with Customer's chosen IT infrastructure. Vodafone shall advise Customer at Customer's request of the limitations of Software to the extent that it has been advised of the same by Partner.
- (f) Where Computer Server Software is upgraded, certain devices may not work with such upgraded Software. Vodafone shall advise Customer on a case-by-case basis at Customer's request to the extent that it has been advised of the same by Partner.
- (g) If Customer wishes to upgrade its systems and infrastructure ("Customer Systems"), Customer shall contact Vodafone to determine any implications for the Software and existing Vodafone services that are in use on or in conjunction with the Customer Systems prior to such upgrade. Such Customer upgrades shall be at Customer's risk unless specifically agreed otherwise in writing by Vodafone and Us.
- (h) In supplying Services that integrate with Customer Systems We shall not be responsible for any component of the Customer System. Customer shall be responsible for maintaining and managing any software supplied by Us that sits within the Customer System unless expressly agreed otherwise. If Customer wishes us to assist in how our services can be implemented, integrated, maintained and/or managed into Customer System We shall supply such service via Vodafone's professional services portfolio and/or Vodafone's managed services portfolio.
- (i) Certain services that utilise the internet, rather than Software on the Customer System, may not be suitable for some internet service provider e-mail accounts. Customer shall be responsible for checking with its Internet service provider whether the relevant service may be utilised with that internet service provider and whether any limitations or restrictions on usage or otherwise apply. Additionally, some internet service providers may charge additional fees for the use of the relevant Service with their e-mail accounts. All such fees shall be Customer's responsibility and We accept no liability for such fees.

Part 2: EULA terms for Customer Hosted Software

1. Definitions

The definitions below shall apply to this EULA:

Licence means the licence to use the Partner Software set out in clause 1 below

Partner Software means the software developed and owned by the Partner as provided to the Customer on the terms set out in clause 2 of this **EULA**, and any configuration work undertaken or changes undertaken to such software

Third Party Software means any software which is not Partner Software which is licensed by Partner, and may be sub-licensed to Vodafone in respect of Partner Services to be provided under any Order

Us/We/Partner means Technological Business Solutions Limited, company number 2904276 having its registered office at Ironstone House, Kedleston Close, Belper, Derbyshire, England, DE56 1TZ



Version means any new version of the Partner Software which from time to time is publicly marketed and offered for purchase by Us in the course of our normal business, being a version, which contains such significant differences from the previous versions as to be generally accepted in the marketplace as constituting a new product

2. Licence

2.1 Partner Software: We hereby grant Customer and its end users (“Users”) during the term of the licence specified in the Customer’s Agreement with Vodafone a non-exclusive, non-transferable right to permit the Users only to use the Partner Software and the Third-Party Software for the purpose only of carrying out Customer internal business purposes only.

2.2 Customer shall:

(a) ensure that all Users use the Partner Software only in accordance with the terms of this clause

(b) not, licence, sell, rent, lease, transfer, assign, distribute or otherwise make the Partner Software available to any third party except the Users.

Customer shall not, except as may be allowed by any applicable law or as permitted under the Agreement:

(c) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, display transmit or distribute all or any portion of the Partner Software in any form or media or by any means; or

(d) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or part of any component of the Hosted System.

2.3 Customer shall

(a) prevent any unauthorised access to or use of the Partner Software and in the event of any such unauthorised access or use, promptly notify Us.

(b) ensure that the Users maintain the security of their login credential(s);

(c) ensure that all Users complete any training reasonably requested by Us from time to time (at Customer’s Cost);

(d) provide Us such reasonable access to its premises, systems, equipment and personnel as We may need in order to perform our obligations under the Agreement;

(e) provide Us with all documentation and information reasonably required, and co-operate fully with Us or any third party in order for Us to perform our obligations under the Agreement;

(f) comply with the obligations set out in this Agreement;

a. Customer shall notify Us immediately of any unauthorised use of Customer account, the login credentials of any of Users, or any other breach of security.

b. Customer are responsible for all activities, communications and transactions of Users and Customer employees, consultants and/or agents conducted as a result of or in reliance on Customer’s use of the Partner Software, and their compliance with applicable Laws.

3. Customer agrees that We and/or Vodafone may, at our reasonable discretion, electronically audit Customer’s use of the Partner Software to verify compliance with this EULA. Such audit will be conducted upon at least two (2) working days’ notice to Customer. Customer will co-operate with Us and/or Vodafone and/or its agent in conducting such audit.

4.



- (a) Where relevant, Vodafone shall provide Customer with one copy of all user documentation required to enable normal use of the Partner Software which may be in the form of a Service User Guide. Customer shall be entitled to provide each licensed end user a copy of such documentation.
- (b) From time to time We may require Customer to upgrade the Partner Software utilised by Customer where necessary for Vodafone and the Partner Software licensor to support the relevant feature of the service for Customer. Unless otherwise notified by Vodafone any Partner Software upgrade charges shall be Customer's responsibility. If Customer does not take an upgrade (as advised Us and/or Vodafone) any support for the relevant feature of the applicable service by Vodafone and Us shall be at Our reasonable discretion.
- (c) If Customer has Partner Software which needs to be installed onto Customer's computer system where Customer wishes to use the functionality of certain services ("Computer Server Partner Software"), Customer shall be responsible for maintaining such Computer Server Partner Software with an appropriate configuration on Customer's computer systems (including, without limitation, the specification, configuration and set-up of Customer's firewall and internet connection) throughout the term of the applicable service period.
- (d) If Customer has equipment with Computer Server Partner Software or other third party Partner Software that have not been supplied by Us then We have no support obligations, costs, liabilities and service levels associated with any such Partner Software or application(s).
- (e) Certain services and/or Partner Software may not be compatible with Customer's chosen IT infrastructure. Vodafone shall advise Customer at Customer's request of the limitations of Partner Software to the extent that it has been advised of the same by Partner.
- (f) Where Computer Server Partner Software is upgraded, certain devices may not work with such upgraded Partner Software. Vodafone shall advise Customer on a case-by-case basis at Customer's request to the extent that it has been advised of the same by Partner.
- (g) If Customer wishes to upgrade its systems and infrastructure ("Customer Systems"), Customer shall contact Vodafone to determine any implications for the Partner Software and existing Vodafone services that are in use on or in conjunction with the Customer Systems prior to such upgrade. Such Customer upgrades shall be at Customer's risk unless specifically agreed otherwise in writing by Vodafone and Us.
- (h) In supplying services that integrate with Customer Systems We shall not be responsible for any component of the Customer System. Customer shall be responsible for maintaining and managing any Partner Software supplied by Us that sits within the Customer System unless expressly agreed otherwise. If Customer wishes us to assist in how our services can be implemented, integrated, maintained and/or managed into Customer System We shall supply such service via Vodafone's professional services portfolio and/or Vodafone's managed services portfolio.
- (i) Certain services that utilise the internet, on the Customer System, may not be suitable for some internet service provider e-mail accounts. Customer shall be responsible for checking with its Internet service provider whether the relevant service may be utilised with the Partner Software and whether any limitations or restrictions on usage or otherwise apply. Additionally, some internet service providers may charge additional fees for the use of the relevant service with their e-mail accounts. All such fees shall be Customer's responsibility and We accept no liability for such fees.