

Vodafone Device as a Service

1. The Service - overview

- 1.1 **Service:** Vodafone Device as a Service offers delivery, leasing, repair and collection services of DaaS Devices as set out in these Service Specific Terms (the “Service”).
- 1.2 The Service is only available for use on Equipment listed in the Platform as being available for use with the Service.
- 1.3 The Agreement Start Date for agreements including the Service will be the date of signature of the Order by the Customer.

2. Service Specific Terms Structure

- 2.1 In addition to these Service Specific Terms, 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) the Mobility Service Terms;
 - (d) the General Terms;
 - (e) the Order, which confirms the Service elements selected by Customer; and
 - (f) any applicable policies and guidelines, as provided from time to time by Vodafone.
- 2.2 In addition to the documents set out in clause 2.1 above, Customer’s use and receipt of the Service is subject to any relevant third party user licences.

3. Conditions of Use

- 3.1 **Eligibility for the Service:** Customer acknowledges and agrees that the Service is only available to bodies corporate and is not available to:
 - (a) individuals;
 - (b) partnerships or limited partnerships consisting of two or three persons, not all of whom are bodies corporate; or
 - (c) an unincorporated body of persons, which does not consist entirely of bodies corporate, and accordingly, the Consumer Credit Act 1974 shall not apply to this Agreement.
- 3.2 Customer hereby warrants, represents and undertakes that in entering into this Agreement it is not:
 - (a) an individual;
 - (b) a partnership or limited partnership consisting of two or three persons, not all of whom are bodies corporate; or
 - (c) an unincorporated body of persons, which does not consist entirely of bodies corporate.
- 3.3 Vodafone will have the right to immediately terminate the Agreement without notice and Recovery Charges and any applicable Compensation Charge will become payable, where:
 - (a) Customer notifies Vodafone of a change in legal status to a type listed in clause 3.1 above or seeks to wind itself up or dissolve its status as a body corporate; or
 - (b) Vodafone becomes aware that the Customer was not a body corporate at the time of entering into this Agreement, including when the Customer purchases additional Services at a later date or that the Customer’s legal status has changed to one listed in clause 3.1 above.
- 3.4 Customer must notify Vodafone as soon as possible if the relevant event in clause 3.3 occurs.
- 3.5 **Use outside the UK:** Customer acknowledges and agrees that the DaaS Device is for use in the UK. The DaaS Device can be moved internationally, provided that such movements are for a short time period and happen infrequently.
- 3.6 **Customer Information:** Customer and its Users must provide all necessary information and complete all documentation required by Vodafone for the purposes of the Services.
- 3.7 **Data Protection:** Vodafone is the Data Controller for this Service. Vodafone’s terms when Vodafone is a Data Controller apply. <http://www.vodafone.co.uk/>

Service Specific Terms

Business Customers

- 3.8 Authorised Users:** Access to the Platform is limited to Customer employees and contractors. Customer is liable for all acts and omissions conducted by its employees and contractors on the Platform, including Charges arising from unauthorised and/or fraudulent use.
- 3.9 Use of Service:** Customer must not resell, distribute, provide, grant any interest in, or sub-licence the Service and/or the DaaS Device.
- 3.10 Third Party Providers:** Customer acknowledges that parts of the Service are provided by Third Party Providers.
- 3.11 EULAs:** Vodafone does not control any applicable licensing terms (including additional fees) required for use of a Third Party Provider application(s) and the Customer's use of such is subject to the terms and conditions of the applicable Third Party Provider. If Customer fails to accept the Third Party Provider's terms and conditions, Customer will not be able to access the affected Service and Vodafone is excused from liability for failure to deliver.
- 3.12 Indemnity:** Customer must indemnify and hold Vodafone harmless from any and all claims losses, liabilities, damages, expenses, and costs incurred by Vodafone and relating to any of the following: (a) Customer's use of the Service; and/or (b) any claims, including but not limited to, any User claim or third party claim, about Customer's acts, omissions, use, deployment and/or management of a DaaS Device.
- 4. Delivery:**
- 4.1** Vodafone will deliver the DaaS Device to the Customer at the address notified by the Customer to Vodafone in the Platform .
- 4.2** Customer must provide via the Platform the office address and VAT number for each subsidiary and location to which Customer wants a DaaS Device delivered.
- 4.3** Vodafone will only deliver within the UK.
- 4.4** If Vodafone is unable to provide the required Service, DaaS Device and/or Accessories (as applicable) because a Third Party Provider is unable to provide that Service, DaaS Device and/or Accessories to Vodafone (e.g. if a smartphone provider discontinues sale or support for the DaaS Device or Accessories (as applicable), or if delivery cannot be made to the specified address), Vodafone is excused from delivery of the affected Service, DaaS Device or Accessories (as applicable).
- 4.5** Upon delivery of the relevant DaaS Device and Accessories (as applicable) to the address at clause 4.1, Customer shall inspect the delivery and verify that the DaaS Device and Accessories (as applicable) complies with the relevant Order and is not visibly damaged. If satisfied with the inspection under this clause 4.5, Customer shall execute the delivery company's Delivery Note which shall evidence the delivery of the DaaS Device and Accessories (as applicable) to the Customer. Following execution of the Delivery Note by the Customer, the Customer will receive an email from Vodafone or its Third Party Provider confirming the commencement of the Rental Period for a DaaS Device.
- 4.6** Within 4 Working Days of (and including) the Delivery Date ("**Validation Period**"), Customer shall validate that the relevant DaaS Device and/or Accessories (as applicable) are in Good Working Condition, undamaged and acceptable to the Customer.
- 4.7** Where the Customer:
- (a) notifies Vodafone via the Platform that the DaaS Device (or Revised Equipment) satisfy the requirements of clause 4.6 above; or
 - (b) fails to provide any notice to Vodafone during the Validation Period; or
 - (c) fails to return any Unsatisfactory Equipment, or make it available for collection, within the timeframe permitted under clause 4.9 below,
- then Customer shall be deemed to be satisfied with the DaaS Device and/or Accessories and to have accepted the DaaS Device and/or Accessories for the purposes of this Agreement.
- 4.8** Customer must raise a Service Request via the Platform before the expiry of the Validation Period if any DaaS Device and/or Accessories (as applicable) do not satisfy the requirements of clause 4.5 above (together "**Unsatisfactory Equipment**"). Each Service Request shall provide the reason(s) as to why any delivered DaaS Device and/or Accessories (as applicable) is unsatisfactory.
- 4.9** Subject to strict compliance with clause 4.8 above, Customer shall make such Unsatisfactory Equipment available for collection by Vodafone or a Third Party Provider within three (3) Working Days of the end of the Validation Period.
- 4.10** Subject to clauses 4.8. and 4.9 above, Vodafone will use reasonable endeavours to rectify any issues with the Unsatisfactory Equipment and will deliver to Customer:
- (a) Revised Equipment; and
 - (b) Accessories (as applicable),
- that satisfy the requirements of clause 4.6 above.
- 4.11** Customer will notify Vodafone as soon as possible if DaaS Device and/or Accessories (as applicable) is not delivered within ten (10) Working Days of the relevant dispatch notification.

Service Specific Terms

Business Customers

- 4.12** If Customer fails or refuses to take delivery of the DaaS Device and/or Accessories (as applicable) in accordance with clause 4.1 above, Vodafone will make one (1) further attempt to deliver the DaaS Device and/or Accessories (as applicable) before cancelling the relevant Order. Customer shall be liable for any costs incurred by Vodafone associated with: (i) the return or collection of the relevant DaaS Device and/or Accessories (as applicable); (ii) any applicable Recovery Charge and Compensation Charge where the order has been cancelled. Notwithstanding any other meaning for the Service Commencement Date given in this Agreement, for the purposes of calculating the Recovery Charge under this clause 4.12, the Service Commencement Date for the DaaS Device and/or Accessories (as applicable) that Customer has failed or refused to take delivery of shall be deemed to be the date of the second attempted delivery.
- 4.13** If Customer's acts or omissions delay or prevent the Service Commencement Date, Vodafone may: (a) set a new Service Commencement Date and/or (b) terminate the order and apply a Recovery Charge.

5. DaaS Device

- 5.1** The Commercial Terms and/or Order will identify which DaaS Device Customer shall lease from Vodafone, and the Charges shall be set out in these Service Specific terms, the Commercial Terms and/or the Order.
- 5.2** Prior to delivery Vodafone shall fit a screen protector to each DaaS Device.
- 5.3** Vodafone shall provide a case for each DaaS Device.
- 5.4** If purchased by the Customer in the Order, Vodafone will enable certain other additional services to a DaaS Device, prior to delivery such as Apple Device Enrolment Facilitation, Android Zero-touch Enrolment Service or Samsung Knox.
- 5.5** Where a DaaS Device is lost or stolen, this will constitute early termination of the relevant Service and Customer will be liable to pay a Recovery Charge and Compensation Charge in respect of that DaaS Device.

6. Repairs

- 6.1** **Warranty repairs:** If a DaaS Device (excluding Accessories) becomes damaged and/or faulty during the Rental Period and any applicable Extended Period and such damage or fault is covered by a manufacturer's warranty (being a standard warranty given on a smartphone manufacturer's website for a device), it is an ("In Warranty Repair").
- 6.2** **Out of warranty repairs:** If a DaaS Device (excluding Accessories) becomes damaged and/or faulty during the Rental Period and any applicable Extended Period and such damage or fault is not covered by a manufacturer's warranty at clause 6.1 above, it is ("Out of Warranty").
- 6.3** If either of the scenarios at clauses 6.1 or 6.2 occur, Customer must raise the applicable Service Request to notify Vodafone:
- (a) Vodafone or a Third Party Provider will attempt to resolve the issue by phone.
 - (b) If Vodafone or a Third Party Provider is unable to resolve the issue, a Third Party Provider will collect the faulty device and deliver a replacement device to the Customer's selected address, the following Working Day, by courier.
 - (c) The Customer hereby acknowledges and agrees that the Revised Equipment may be from Vodafone Swap Stock. The Revised Equipment shall be the same make and model as the device (or better).
 - (d) The courier shall make a basic check that the returned device and Revised Equipment are the same make and model.
 - (e) Once Vodafone receives the device, Vodafone will assess the device for damage and or fault.
 - (f) In the event that the Customer fails to make the original DaaS Device available for collection, Vodafone may (at its sole discretion): (i) charge the Customer for failed delivery charges, and/or (ii) opt not to provide the Customer with replacement DaaS Device from Swap Stock.
- 6.4** If the Customer's DaaS Device is Out of Warranty then the Customer will be informed of the estimated cost of repair by a Third Party Provider. Vodafone will fix the damage and or fault and the costs of repair will be charged to the Customer as a One-Off Charge.
- 6.5** If the DaaS Device is an In Warranty Repair:
- (a) The Customer acknowledges and agrees repaired returned DaaS Device will be added to Swap Stock.
 - (b) Vodafone shall claim the cost of any repairs from the applicable smartphone manufacturer.
- 6.6** The Service Commencement Date, Rental Period and any applicable Extended Period, for Revised Equipment will be the same date as it was for the original DaaS Device that has been replaced.

7. Rental Terms

- 7.1** Each Rental Agreement between the Customer and Vodafone starts on the Delivery Date of each DaaS Device and shall continue for the Rental Period or any Extended Period (where applicable) unless terminated by either party in accordance with the terms of the Rental Agreement.

Service Specific Terms

Business Customers

- 7.2** Customer must pay all applicable Rental Charges, Recovery Charges, One-Off Charges and Compensation Charges to Vodafone in accordance with the terms of this Agreement, even if the DaaS Device is lost, damaged, stolen, not working or needs to be repaired.
- 7.3** Customer does not own the DaaS Device, the Owner does.
- 7.4** Customer must not sell and/or dispose of the DaaS Device, underlet or lend the DaaS Device or allow the creation of any mortgage, charge, lien or other encumbrance or security interest in respect of the DaaS Device.
- 7.5** Customer must not do or permit to be done any act or thing which will or may jeopardise the right, title or interest of the Owner and Vodafone in and to the DaaS Device.
- 7.6** Owner may, without Customer's consent, transfer and/or assign its title to or interest in the DaaS Device provided Customer's rights to use the DaaS Device are not affected.
- 7.7** Customer and Customer's Users may use the DaaS Device for the Rental Period and any applicable Extended Period.
- 7.8** Customer shall take all risk of loss or damage in or to the DaaS Device immediately from the Delivery Date.
- 7.9** Customer must:
 - (a) take proper care of the DaaS Device;
 - (b) keep the DaaS Device in Good Working Condition;
 - (c) only use the DaaS Device for the purpose for which it was designed;
 - (d) ensure that, to the extent that a DaaS Device becomes faulty and requires replacement or repair, it has availed itself of any services and/or all applicable warranties provided by the manufacturer in respect of the DaaS Device so that such fault is repaired or the faulty DaaS Device is replaced to the fullest extent possible under the relevant services or warranties;
 - (e) insure the DaaS Device for its full replacement value against loss, theft, destruction, confiscation, or damage and adequately insure against public liability for bodily injury or damage to property arising in connection with the DaaS Device; and
 - (f) ensure that to the extent that a DaaS Device becomes damaged and requires replacement or repair, it has availed itself of all insurance or services in respect of the DaaS Device so that such damage is repaired or the damaged DaaS Device is replaced to the fullest extent possible under the applicable insurance policy or the relevant service.
- 7.10** If the Customer fails to pay Vodafone the Charges in accordance with clause 10.4 of the General Terms, in addition to Vodafone's rights at clause 10.6 of the General Terms, Vodafone may:
 - (a) blacklist a DaaS Device for thirty (30) days and if following this period the Customer still owes the Charges to Vodafone;
 - (b) terminate this Agreement in accordance with clause 16.5(b) of the General Terms.

8. End of Rental Period

- 8.1** Customer may terminate the Service before the end of the Rental Period and any applicable Extended Period by raising a Service Request, returning the DaaS Device at Customer's cost to Vodafone or where directed to a Third Party Provider and paying the applicable Recovery Charge and Compensation Charge.
- 8.2** The Customer must return the DaaS Device to Vodafone within seven (7) days of terminating the Service or the end of the Rental Period and any applicable Extended Period.
- 8.3** If DaaS Device is not received by Vodafone, the Service will continue.
- 8.4** If Customer returns equipment that differs from the Service Request and there are fewer than thirty (30) days Rental Period remaining for the item, the Service will terminate and Customer must pay Recovery Charges and Compensation Charges.
- 8.5** Early termination of the relevant Service shall only take effect when:
 - (a) Vodafone or its nominated Third Party Provider has received the relevant DaaS Device at the Return Location; and/or
 - (b) Customer has made all payments required under clause 8.1 above.
- 8.6** At the end of the relevant Rental Period for any DaaS Device, Customer may:
 - (a) return the DaaS Device to Vodafone in accordance with clause 9 of these Service Specific Terms; or
 - (b) continue renting the DaaS Device for an Extended Period.
- 8.7** Once DaaS Device is returned or collected in accordance with clause 8.2 of these Service Specific Terms, all Services shall cease for a DaaS Device.
- 8.8** If Customer has not returned any DaaS Device to the Return Location within its Grace Period, then the Service for that DaaS Device shall continue and Customer shall rent such DaaS Device for an Extended Period.

Service Specific Terms

Business Customers

- 8.9** If Customer elects to continue to rent any DaaS Device for an Extended Period, then all applicable Charges shall be payable for each calendar month (or part month) during which Customer is renting the DaaS Device.
- 8.10** The Customer must return any DaaS Device to Vodafone (or its Third Party Provider) on or before the expiry of any Extended Period.
- 8.11** The Customer hereby acknowledges and agrees during any Extended Period, the applicable smartphone warranty may no longer be available or may have expired.
- 8.12** The Parties hereby acknowledge and agree any Extended Period cannot run for a period of more than 12 months from the date of the end of the Rental Period.
- 8.13** If the Customer wishes to terminate the rental of any DaaS Device while such DaaS Device is being rented during an Extended Period then Customer must first notify Vodafone via the relevant Service Request and return the DaaS Device to Vodafone in accordance with clause 9 of these Service Specific Terms.

9. Return of DaaS Device

- 9.1** Where the Customer elects to return a DaaS Device it must notify Vodafone and its Third Party Provider by selecting to end the rental in the Platform.
- 9.2** Following notification by the Customer at clause 9.1 above, Vodafone or a Third Party Provider will provide the Customer with appropriate packing and return labels to return the DaaS Device. Customer must pack the DaaS Device (including power cords and plugs but not Accessories and other peripherals) into the return packing provided under this clause and make the DaaS Device available for collection by Vodafone.
- 9.3** Vodafone will grade each returned DaaS Device and calculate the Compensation Charge which shall be payable by the Customer. Upon request, Vodafone will provide the Customer a report detailing how the Compensation Charge was calculated. The Customer has three (3) Working Days to dispute the Compensation Charge.
- 9.4** When returning a DaaS Device (including power cord), either for repair or at the end of the Rental Period and any applicable Extended Period, the Customer must have raised a Service Request in advance.
- 9.5** If it is the end of a Rental Period and any applicable Extended Period, Customer must send each DaaS Device (including power cords and plugs but not Accessories and other peripherals) to Vodafone on or before the next Working Day after the end of the Rental Period and any applicable Extended Period using either the packaging provided by Vodafone or an appropriate method of tracked post.
- 9.6** Customer must remove security measures and/or applications (e.g. password protection or security locks) and wipe the DaaS Device of any User Data. Vodafone is not responsible for loss and/or corruption of User Data on the DaaS Device.
- 9.7** If the wrong equipment is returned, Customer must confirm if the equipment should be returned or disposed of. Charges will be payable by Customer for shipping or disposal these will be charged as a One-Off Charge.
- 9.8** Where Customer fails to comply with the provisions of clauses 9.4 to 9.7 of these Service Specific Terms including the removal of security measures and/or applications (e.g. password protection and security locks), the relevant DaaS Device shall be deemed not to have been returned and a Compensation Charge based on a "Grade E" compensation percentage is payable by Customer to Vodafone.

10. Late return and non-return of a DaaS Device:

- 10.1** Customer acknowledges and agrees that:
 - (a) If any DaaS Device is not returned to Vodafone or its Third Party Providers (as applicable) in accordance with this Agreement:
 - (i) on or before the expiry of the relevant Extended Period; or
 - (ii) the effective date of termination of the relevant Rental Agreement,
 - (iii) a Compensation Charge based on "Grade E" compensation percentage is payable by the Customer to Vodafone.
 - (b) For the avoidance of doubt, during the Extended Period and at all times while any DaaS Device remains in the possession, custody or control of Customer or any User: (i) Customer holds such DaaS Device as bailee for the Owner; (ii) ownership of, and title to, such DaaS Device shall remain with the Owner; (iii) Customer shall not deny, challenge or otherwise act inconsistently with the Owner's title to such DaaS Device; and (iv) Customer shall not sell, offer for sale, dispose of, underlet, lend, abandon, recycle, transfer, encumber or otherwise deal with such DaaS Device except strictly in accordance with Vodafone's written instructions.
- 10.2** Customer agrees that the payment of any Charge or amount in respect of DaaS Device is not a purchase price, does not constitute a sale of the DaaS Device, does not transfer ownership, title or any other proprietary interest in the DaaS Device to Customer, and does not release Customer from its obligation to return the DaaS Device.
- 10.3** Customer acknowledges that title to, and ownership of, the DaaS Device shall remain vested in the Owner at all times, irrespective of any Charges paid by Customer, any delay in return, or the length of time the DaaS Device remains unreturned.

Service Specific Terms

Business Customers

- 10.4** If any DaaS Device has not been received by Vodafone or its Third Party Providers by the expiry of the Extended Period, Customer shall, without prejudice to Vodafone's other rights and remedies under this Agreement or at law:
- (a) immediately pay Vodafone the Compensation Charge for such DaaS Device, calculated by reference to the "Grade E" compensation charge as more particularly described in the Commercial Terms, together with all accrued Charges payable under this Agreement in respect of such DaaS Device;
 - (b) continue to be obliged to return such DaaS Device to Vodafone or its Third Party Providers as soon as reasonably practicable;
 - (c) cooperate in good faith with Vodafone and take all reasonable steps required to facilitate the timely return, collection, recovery, inspection, grading, repair, refurbishment, redeployment or other handling of such DaaS Device, including by: (i) locating the DaaS Device; (ii) procuring the cooperation of relevant Users; (iii) making the DaaS Device available for collection or using the applicable return label and return procedures; (iv) removing SIMs, storage cards and accessories; (v) providing applicable PUK codes; (vi) wiping User Data; (vii) removing or disabling all security applications and device locks that Customer or any User is capable of removing; and (viii) securely packing the DaaS Device for transport; and
 - (d) not dispose of, recycle, sell, transfer, abandon or otherwise deal with such DaaS Device unless Vodafone expressly instructs Customer in writing to do so. Where Vodafone gives such instruction, Customer shall comply with Vodafone's instructions and all Applicable Laws and shall provide Vodafone with reasonable evidence of compliance on request.
- 10.5** The Rental Agreement shall remain in force after expiry of the Extended Period solely to the extent necessary to preserve Vodafone's and/or the Owner's rights and Customer's obligations in respect of any unreturned DaaS Device, including Customer's payment, return, cooperation, bailee, indemnity, enforcement and risk obligations, Owner's ownership and title rights, and Vodafone's and/or the Owner's right to recover possession of the DaaS Device and pursue any available legal or equitable remedies.
- 10.6** Without prejudice to Customer's obligation to pay any Charges, Customer shall indemnify Vodafone against all losses, liabilities, claims, costs and expenses reasonably incurred by Vodafone, or for which Vodafone becomes liable to the Owner, or any Third Party Provider, arising directly from Customer's failure or delay in returning DaaS Device in accordance with clause 8.10, including:
- (a) reasonable legal, enforcement, recovery, collection, storage, inspection, grading, repair, refurbishment, replacement, logistics and administration costs; and
 - (b) any charge, fee, fine, levy, assessment, tax, duty, tariff, customs charge, regulatory charge, liability, claim, cost or expense imposed on, incurred by, claimed against or recoverable from Vodafone, the Owner, an Assignee or any Third Party Provider, in each case to the extent arising directly from Customer's failure or delay in returning the relevant DaaS Device in accordance with this Agreement.
- 10.7** Vodafone shall not recover more than once in respect of the same loss. Any amount recoverable under clause 10.6 shall therefore be reduced to the extent that Vodafone has already recovered that same loss through any Charge.
- 10.8** The indemnities at clause 10.6 shall survive termination of the Agreement and the limitations of liability set out in the General Terms shall not apply to those indemnities.

11. Support Services

- 11.1** Vodafone will provide Customer with support services during Working Hours for Incidents, Service Requests, and new order fulfilment, in English only.
- 11.2** Customer must provide Vodafone with details of two contacts who will be responsible for accessing the support services and liaising with Vodafone (the "**Nominated Individuals**").
- 11.3** Only Nominated Individuals are entitled to raise a Service Request.
- 11.4** When notifying Vodafone of an Incident, Customer shall ensure that it provides all information reasonably requested by Vodafone to enable Vodafone to process such notification.
- 11.5** Where Vodafone initiate changes to the Service and/or Equipment (e.g. to carry out essential maintenance or upgrades), Vodafone may have to temporarily interrupt the Service and will notify the Customer of this in advance.
- 11.6** 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.

12. DaaS Device Support - Service Level Terms

- 12.1** Prior to raising a Service Request relating to a DaaS Device, Customer's IT support team must undertake initial triage diagnostics (as advised in the troubleshooting guide as provided by Vodafone) to determine that the issue relates to a DaaS Device fault.
- 12.2** Subject to completion of the steps set out at clause 12.1 above, where Customer suspects a DaaS Device fault is impacting a User, Customer shall log the applicable Service Request with a description of the nature of the problem.
- 12.3** Vodafone shall use reasonable endeavours to provide the service levels attached to each stage of the DaaS Device support process as set out in Table 1 below:

Service Specific Terms

Business Customers



Table 1

Support Stage	Definition	Service Level
1	Vodafone acknowledge receipt of the Incident by issuing a Unique Identifier.	2 Working Hours From point at which Customer raises the Service Request
2	Organisation of a courier to collect the applicable DaaS Device and return this to Third Party Provider warehouse for warranty repair. *Delivery times are outside Vodafone control and are excluded from any service level.	The next Working Day following the Customer logging a Service Request with Vodafone. For repair services this SLA is subject to the DaaS Device being In Warranty Repair or Customer agreeing to pay the One-Off Charge to fix the existing DaaS Device

13. Green Services

- 13.1** Vodafone shall procure each DaaS Device leased to the Customer by way of a Rental Agreement shall automatically be enrolled at Vodafone's discretion in either the Carbon Migration Services or the Waste Compensation Services.
- 13.2** Following completion of either the Carbon Migration Services or the Waste Compensation Services by the Third Party Provider, Vodafone will provide a copy of a certificate in relation to these services to the Customer, which the Customer shall be able to view, via the Platform.

14. Definitions

- 14.1** The following definitions apply to these Service Specific Terms:

Accessories means, without prejudice to the definition of DaaS Device set out below, any device case or screenprotector Vodafone may provide from time to time, as set out in the Order.

Affiliates means for a company, its ultimate holding company and all subsidiaries (direct or indirect) of that company or its ultimate holding company.

Assignee means Macquarie Equipment Finance DAC or one of its Affiliates and/or any third party being a financial institution or any other entity which finances equipment and rental receivables.

Carbon Mitigation Services means a programme managed by a Third Party Provider, which offsets more than 100% of the greenhouse gas emissions of each DaaS Device by retiring units from certified projects that reduce or remove greenhouse gas emissions from the atmosphere.

Compensation Charge means the amount payable by Customer to Vodafone for the failure to return any DaaS Device in Good Working Condition, or at all, calculated in accordance with the Compensation Table at Annex 1 of the Vodafone Device as a Service Commercial Terms.

DaaS Device means smartphone or tablet devices and any accessories included with the foregoing (but excluding any Accessories, as defined above) supplied by or on behalf of Vodafone to the Customer under the Service and listed in the Order, including any Revised Equipment.

Delivery Date means in respect of each DaaS Device, the date that such DaaS Device is delivered to Customer which is evidenced by Customer's execution of the relevant Delivery Note in accordance with clause 4.5 of these Service Specific Terms.

Delivery Note means the note or docket, in hard copy or electronic form, evidencing delivery of a DaaS Device to a Customer by the relevant delivery or logistics company appointed by Vodafone.

Excluded Event means an Incident caused by: (a) another Vodafone service purchased under a separate order; (b) non-Vodafone supplied power, equipment, or other systems or networks not operated or provided by Vodafone (including an incident relating to consumption of

Service Specific Terms



Business Customers

services over the internet); (c) the negligence, act, or omission of Customer or a third-party not within Vodafone's direct control; (d) Customer delay or non-performance of any of Customer obligations set out in these Service Specific Terms; (e) the inability or refusal by a Third Party Provider to provide a part of the Service; (f) a Force Majeure event; (g) Service outage following a pre-notified planned maintenance window; and (h) courier or third party repair company delays.

Extended Period means in respect of any DaaS Device and associated Services, all additional months (or part months) of continued use or possession of the DaaS Device following expiry of the Rental Period, which cannot exceed 12 months.

Good Working Condition means: (a) on delivery to Customer, undamaged and fully functioning complete with all original components and media required to operate the DaaS Device in its specified form or configuration; and (b) at the relevant time of evaluation, the DaaS Device would qualify as "Grade A" as set out in the Compensation Table at Annex 1 to the Commercial Terms below.

Grace Period means for the return of any DaaS Device, a period of ten (10) calendar days from the expiry or termination of the applicable Rental Period or Extended Period.

Incident means an unplanned interruption to or reduction in the quality of 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 service purchased under separate service terms.

Owner means Macquarie Equipment Finance DAC a company registered in Ireland (registration number 421234), each of its affiliates and/or an Assignee (as applicable).

Platform means a web based platform provided by (or on behalf of) Vodafone that provides an interface which enables Customer to, amongst other things, track and manage all of their Orders, raise Service Requests, raise early termination requests, purchase, access and use Services.

Rental Agreement means the terms in an accepted Order for a DaaS Device, the Commercial Terms, these Service Specific Terms, the Mobility Service Terms, the General Terms and any applicable policies and guidelines.

Rental Charge means the monthly recurring Charge for the duration of the Rental Period and any applicable Extended Period, that includes the amount of the rent instalment (stated as the Unit Charge in the Order) plus stamp duty (if any) and VAT payable in relation to that amount, as set out in the relevant product page on the Platform.

Rental Period means, for each DaaS Device, the period commencing on the Service Commencement Date and then running from the first day of the month following the Service Commencement Date for the number of months specified in the Order.

Return Location means an address of Vodafone or Third Party Provider notified by Vodafone to Customer.

Revised Equipment means any device (of the same or higher specification) to a original device, from Vodafone's Swap Stock provided to the Customer by Vodafone in accordance with clause 6.3(b).

Service Request means a request for service made by Customer to Vodafone.

Swap Stock means the pool of Equipment managed by Vodafone or its Third Party Provider to facilitate Equipment return and replacement services. This may be the same as the DaaS Device or the next highest available model.

Unique Identifier means the unique reference key given to Customer by Vodafone once Vodafone have logged an Incident or Service Request.

User Data means any information that relates to an identified or identifiable User.

Waste Compensation Services means a programme managed by a Third Party Provider, which recycles electronic waste from end of life phones by a certified processor. For the avoidance of doubt, batteries are not included in the Waste Compensation Services.

Commercial Terms

Business Customers



Vodafone Device as a Service

1. Ordering, Term and Commitment

- 1.1 Orders:** Each DaaS Device and the Service are delivered based on the relevant Order.
- 1.2** Orders are deemed accepted on the earlier of: (a) Vodafone's written acceptance; or (b) the Service Commencement Date.
- 1.3 Rental Period:** Vodafone's offer is based on the Customer, who must be a body corporate, using the Service for the Rental Period and any applicable Extended Period.
- Service Commencement Date:** Service Commencement Date means the first Delivery Date of each DaaS Device delivered by Vodafone to the Customer for each Rental Agreement. Each DaaS Device may have a different Service Commencement Date where there are different Delivery Dates.

2. Charges

- 2.1** Charges include Rental Charges, One-Off Charges, Recovery Charges and Compensation Charges.
- 2.2 Rental Charges:** begin on the Service Commencement Date for each DaaS Device.
- 2.3 One-Off Charges:** are:
- 2.3.1** specified on the relevant Order and relate to the purchase of Accessories. One-Off Charges shall be charged on the first invoice after the charge has been incurred;
 - 2.3.2** arise as a result of a device being Out of Warranty and returned to Vodafone with a fault or damage in accordance with clause 6.4 of the Service Specific Terms; and/ or
 - 2.3.3** arise as a result of clause 9.7 of the Service Specific Terms.
- 2.4 Recovery Charge:** Customer must pay a Recovery Charge if the applicable Service is terminated before expiry of the Rental Period.
- 2.5 Recovery Charge** means any Charge payable by Customer for early termination or failure to meet commitments as set out in the Order calculated as follows:
- Recovery Charge = (Y x Z) + any costs incurred by Vodafone or its Third Party Providers in terminating or replacing any hedging or funding arrangements entered into by Vodafone or its Third Party Providers in connection with the purchase of the DaaS Device.**

Y = Rental Charge

Z = Number of whole and partial months left in the Rental Period for each DaaS Device.

- 2.6 Compensation Charge:** If any Equipment is returned to Vodafone but not in accordance with clause 9 of the Vodafone Device as a Service Service Specific Terms, then Customer must pay to Vodafone the applicable Compensation Charge.
- 2.7** Vodafone will grade all returned DaaS Devices in accordance with the Compensation Table at Annex 1 of these Commercial Terms and calculate the Compensation Charge payable by Customer. Upon request, Vodafone will provide Customer a report detailing how the Compensation Charge was calculated. Customer has three (3) Working Days from the date of a bill containing the Compensation Charge to dispute the Compensation Charge.

3. Invoicing and Payment Terms

- 3.1 Invoicing Frequency of Monthly Recurring Charges:** Monthly
- Due Date:** for this Service means twenty four (24) days from the date of invoice by direct debit or another electronic payment method agreed with Vodafone.
- 3.2 VAT:** All Charges are exclusive of VAT or any other analogous tax. VAT will be added to the amount payable at the standard VAT rate in force when VAT invoices are issued.

Annex 1 - Compensation Table

Compensation Charge = Current Lessor Value x the Compensation Percentage set out below.

Current Lessor Value means the relevant value attributed to DaaS Device when calculated by Vodafone (assuming the condition of the DaaS Device is or should be Grade A) as notified by Vodafone to Customer. The Current Lessor Value may never be less than the fair market value of the DaaS Device (assuming the DaaS Device is in Good Working Condition).

GRADE	Compensation Percentage	Damage detail
GRADE A	0.00%	Fully functional, from excellent to fair cosmetic condition. Excellent cosmetic condition includes no visible damage to housing/screen, and light scratching to home button consistent with normal everyday use. Fair cosmetic condition includes light to moderate scratching on housing/front screen/home button. This means no chips, scratches or cracks on housing/front screen; no missing or alternative parts, no damaged ports. battery is working, it is not water damaged, has no connectivity/software issues or speaker problems.
GRADE B	25.00%	Fully functional in poor cosmetic condition. Poor cosmetic condition includes moderate to heavy scratching on housing/front screen/home button, chips to the housing, dents on back cover. This means no chips to the front screen, cracks to the housing/front screen, no missing or alternative parts, Battery is working, it is not water damaged has no connectivity/software issues or speaker problems
GRADE C	50.00%	Has excessive cosmetic damage. Excessive cosmetic damage includes a visibly cracked or fractured housing/front screen, casing that is separated at the seam that doesn't impact the functionality of the device.
GRADE D	75.00%	Is not fully functional. All devices will be checked to ensure they are fully functional. The following checks will be completed which translate to faults outlined below. • Home button • Power button • Touch screen and LCD • Accepts a sim card • Accepts Charge • Wifi • Camera - front and back • Speaker • Microphone • Not water damaged • Passed Checkmend • Not locked to iCloud or other user account

Commercial Terms

Business Customers

GRADE	Compensation Percentage	Damage detail
		Each of the following damage items or issues shall also result in a Grade D classification: • Speaker or Earphone Broken - no sound or distorted sound • Water Damage Sensor indicates water damage, but unit is still fully functional • Secondary Buttons Broken - volume and mute buttons or knobs that do not function properly • Device won't connect to WiFi or phone network • Headphone jack and/or sim card port broken or do not function when plugged in • Backlight is dim, but 100% fully functional • Touch screen/LCD damaged • Battery health is under 80%. • Broken or missing battery, power issues or dead battery – device won't power on or intermittently fails • Software Issues – device freezes, not recognised by iTunes, won't start up or any software component failing • Broken/Non-Functioning Main Buttons - ON/OFF, Home button do not function • Damaged/Non-functioning Power/USB port. Non-functioning power port. Unit cannot be charged. Camera broken or distorted or not-functioning in anyway.
GRADE E	100.00%	Cracked LCD (unit does not function), water damage (unit does not function), crushed, bent, missing main parts, no power, blocked, broken in half, stolen, non-genuine parts, beyond physical repair, incorrect model or specification returned, access to device restricted or denied, device locked with any security application, device listed as lost, stolen or barred by the network operator. DaaS Device not returned to Vodafone.