

# Service Terms



## Vodafone Telecom Reporting Service Terms

Enterprise Customers

### 1. The Service – Overview

- 1.1 Vodafone Telecoms Reporting Service (the “VTR Service”) is a web-based solution that provides access to historical information and mobile spend analysis reporting by interacting with billing and usage information through a graphical interface. In connection with VTR Service, Customer may purchase Professional Services for (i) bespoke report creation, (ii) advanced administration/user training and/or (iii) a managed service. The term “VTR Service” includes each Service Element.

### 2. Service Terms Structure

- 2.1 These Service Terms apply to the VTR Service and the following documents further govern Vodafone’s supply of the VTR Service and form part of the Agreement, applying in the order of precedence set out in the General Terms:
- (a) the Commercial Terms, where Customer has purchased professional services;
  - (b) the General Terms available at [www.vodafone.co.uk/terms](http://www.vodafone.co.uk/terms);
  - (c) the Fixed Service Terms available at [www.vodafone.co.uk/terms](http://www.vodafone.co.uk/terms);
  - (d) the Mobility Service Terms available at [www.vodafone.co.uk/terms](http://www.vodafone.co.uk/terms);
  - (e) any other applicable Service Terms in respect of the Mandatory Accompanying Services to which VTR Service applies; and
  - (f) any applicable Price Plan Guides, policies and guidelines, as provided from time to time by Vodafone.

### 3. Service Specific Conditions of Use

- 3.1 **Customer Prerequisites:** In order to receive the VTR Service the Customer must access it using the internet, via the last two major versions of the following portal browsers: (a) MS Explorer, (b) Mozilla Firefox or (c) Google Chrome (“Customer Prerequisites”). Vodafone is not responsible for any performance or non-performance issues with the VTR Service caused by the Customer Prerequisites or Customer failing to comply with the Customer Prerequisites. If Customer fails to provision or maintain the Customer Prerequisites, Vodafone may terminate the Service.
- 3.2 **Mandatory Accompanying Services:** In order to receive the VTR Service, Customer must purchase from Vodafone and maintain the following “Mandatory Accompanying Services” (the terms and charges for the Mandatory Accompanying Services are not included in these Service Terms): Vodafone Mobile Connectivity (Voice and Data) Service, and Vone-C. The Service Terms for the Mandatory Accompanying Services are not included in these Service Terms. If Customer fails to purchase or maintain the Mandatory Accompanying Services, Vodafone may terminate the VTR Service.
- 3.3 **Authorised Users:** Access by Customer to the VTR Service and any Equipment is limited to Authorised Users: up to 2 global logins/administration logins and 2 standard user login per billing account number. Vodafone will provide each Authorised User with a user name, password, or other access information (“User Details”). Customer is responsible for: (a) the security of the User Details; (b) providing Vodafone with the identity of the Authorised Users and keeping the User Details current; and (c) Authorised Users’ compliance with the Agreement. 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.

### 4. Data Protection

- 4.1 In respect of this Service Vodafone may act either as a Data Controller or as a Data Processor as detailed at Schedule 1 (*Data Table*). Where Vodafone shall act as Data Processor the following clauses shall apply:
- (a) Vodafone (and their subcontractors):
    - (i) may Process User Personal Data for: (i) provision and monitoring of the Service; or (ii) any other purpose agreed between the Parties subject to Customer’s prior written consent. Additional instructions require prior written agreement and may be subject to Charges. Customer shall ensure that its instructions comply with Applicable Laws.
    - (ii) may use User Personal Data to create statistical data and information about service usage and devices that does not identify a User.
    - (iii) may engage another processor (a “Sub-Processor”) to carry out processing activities in the provision of the Services or to fulfil certain obligations of Vodafone under the Agreement. Vodafone shall inform the Customer of changes to Sub-Processors where Vodafone is required by Applicable Privacy Law by (a) providing at least ten (10) Working Days’ prior notice, or (b) listing the new or replacement Sub-Processor on [www.vodafone.co.uk](http://www.vodafone.co.uk) at least ten (10) Working Days before Vodafone authorises and permits the new or replacement Sub-Processor access to User Personal Data in order to give the Customer the opportunity to reasonably object to such changes.

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Vodafone will enter into a contract or other legal act with the Sub-Processor and will impose upon the Sub-Processor substantially the same legal obligations as under this clause 4 to the extent required by Applicable Privacy Law and that the Sub-Processor is carrying out the relevant processing activities. Vodafone shall remain liable to the Customer for the performance of that Sub-Processor's obligations.

- (iv) may retain the User Personal Data for as long as is required to deliver the Service and shall destroy or return (at Customer's option) User Personal Data in its possession upon termination of the Agreement, save where Customer opts for Vodafone to retain User Personal Data subject to a new hosting agreement.
  - (v) shall limit access to User Personal Data to those necessary to meet Vodafone's obligations in relation to the Service and take reasonable steps to ensure that they: (i) are under an appropriate statutory obligation of confidentiality; (ii) are trained in Vodafone's policies relating to handling User Personal Data; and (iii) do not process User Personal Data except in accordance with the Customer's instructions unless required to do so by Applicable Law.
  - (vi) shall (i) provide appropriate technical and organizational measures for a level of security appropriate to the risks that are presented by Processing; and (ii) comply with the security requirements contained in the Vodafone information security policies based on ISO 27001;
  - (vii) shall (i) provide Customer with such information, assistance and co-operation as Customer may reasonably require to establish compliance with Applicable Privacy Law including any personal data breach notification; (ii) without undue delay, notify Customer of any unauthorised access to User Personal Data of which Vodafone becomes aware, which results in loss, unauthorised disclosure or alteration to User Personal Data; and (iii) where required by Applicable Privacy Law and requested by the Customer (prior to the processing), provide the Customer reasonable assistance to carry out a privacy impact assessment of the Services and any prior consultation of the relevant supervisory authority.
- 4.2** Audit: Customer shall with respect to any right of audit, including inspections, which they may have under Applicable Privacy Law relating to data protection, agree to exercise such right as follows: (a) no more than once per annum following the Agreement Start Date, request to meet (on a mutually acceptable date) with one or more senior representatives of Vodafone's security and/or audit department to review Vodafone's security organization and the best practice and industry standards which Vodafone meets or to which it aspires, including, without limitation, ISO 27001 (or equivalent), provided that such audit shall relate to the Services only. If the Transfer Contract Clauses apply (the model contract clauses set out in the European Commission's Decision of 5 February 2010 on standard contractual clauses for the transfer of Personal Data to data-processors established in third countries, under the Directive 95/46/EC on the protection of individuals with regard to the processing of personal data and on the free movement of such data as may be amended or replaced by the European Commission from time to time), nothing in this clause 4.2 amends or varies those standard clauses nor affects any data subject or supervisory authority's rights under those clauses; and (b) be responsible for reviewing the information made available by Vodafone and making an independent determination if the Services meet the Customer's requirements and legal obligations as well as its obligations under this clause 4.
- 4.3** Transfer of User Personal Data out of the EEA: Vodafone may transfer User Personal Data to countries outside the European Economic Area only to the extent that (i) User Personal Data is transferred on terms substantially in accordance with the Transfer Contract Clauses for the transfer of Personal Data to processors established in third countries; (ii) that the transfer of User Personal Data does not put any member of Customer group in breach of its obligations under Applicable Privacy Law; or (iii) it is required to do so by Union or Member State law to which it is subject; in such a case, Vodafone shall inform the Customer of that legal requirement before processing, unless that law prohibits such information.
- 4.4** Law enforcement authorities: Vodafone: (i) may receive legally binding demands from a law enforcement authority for the disclosure of, or other assistance in respect of, User Personal Data, or be required to do so by Applicable Law to disclose User Personal Data to persons other than Customer; (ii) will not be in breach of its obligation to Customer in complying with such obligations to the extent legally bound; and (iii) shall notify Customer as soon as reasonably possible of any such demand unless otherwise prohibited.
- 4.5** Enquiries from Users: Vodafone shall, where the Customer is required by Applicable Privacy Law to respond to enquiries or communications (including subject access requests) from Users and taking into account the nature of the processing (i) without undue delay pass on to Customer any enquiries or communications (including subject access requests) that Vodafone receives from Users relating to their User Personal Data or its Processing; and (ii) assist the Customer by appropriate technical and organizational measures, insofar as this is possible in the Customer's fulfilment of those obligations under Applicable Privacy Law.
- 4.6** Vodafone Processes User Personal Data as set out at in the data table at <https://www.vodafone.com/business/media/document/1508876226434/vodafone-telecoms-reporting-service-data-table-.pdf>.

# Service Levels



## Vodafone Telecoms Reporting Service Terms

Vodafone Business Customers

### 1. SUPPORT SERVICE (“SUPPORT SERVICE”)

1.1 Vodafone will provide Customer with the Support Service for the VTR Service.

1.2 Support Service is available in English only, and is available as shown below:

Support Service	Service Cover Period
Incident Management for Priority 1 & 2 Incidents	Working Hours
Incident Management for Priority 3 & 4 Incidents	Working Hours
Service Request Fulfilment	Working Hours

Incidents may be reported at any time during the Service Cover Period; however, Incident resolution will only occur during Working Hours for Priority Level 3 and 4 Incidents.

1.3 Customer must appoint one or more VTR administrators to provide primary and secondary points of contact responsible for accessing the Support Service and communicating with Vodafone during the relevant Service Cover Period. Customer will inform Vodafone, and keep Vodafone up-to-date with the appointed individuals' identity and level of access.

1.4 Customer will: (a) reimburse Vodafone for reasonable expenses associated with other actions taken when (i) Customer has reported an Incident caused by an Excluded Event or (ii) Customer has not followed the procedures for raising an Incident set forth in Customer training materials, which are available on request; and (b) permit Vodafone to interrupt the VTR Service at the Customer Site to resolve a Priority Level 1 or 2 Incident (or the Incident will be downgraded to a Priority Level 3 Incident).

1.5 Vodafone may temporarily interrupt the VTR Service to carry out Planned Works. Vodafone will notify Customer in advance of any Planned Works. “Planned Works” means planned Vodafone initiated changes to the VTR Service or Equipment (for example, to carry out essential maintenance or upgrades).

1.6 Agreed Delivery Date: Vodafone will provide Customer with the delivery date of the VTR (“Agreed Delivery Date”) and use reasonable endeavours to deliver the VTR Service by the Agreed Delivery Date. If Customer requests a change before delivery of the VTR Service, Vodafone will either adjust or cancel the Agreed Delivery Date, as applicable.

1.7 Service Commencement Date: Vodafone will make the VTR Service available to Customer and notify the Customer via email that the VTR Service is ready for use (“Service Commencement Date”).

1.8 Customer must notify Vodafone within 5 Working Days of the Service Commencement Date if the VTR Service is not available for use and provide sufficient supporting details. Upon receipt of notification, Vodafone will take reasonable action to commence service delivery.

### 2. SERVICE LEVEL TERMS

2.1 Service Levels and Service Credit terms apply from the Service Commencement Date depending on the Service Availability detailed in clause 3. below unless stated otherwise.

2.2 Excluded Events: Vodafone is not responsible for failure to meet Service Level targets if the Service Level is affected by an Excluded Event.

2.3 The Service Commencement Date for a Service Element will be on or before the Agreed Delivery Date unless Customer requests a change in Services prior to the Agreed Delivery Date.

### 3. SERVICE AVAILABILITY

3.1 Service Levels: The following Service Availability Levels apply:

Service Type	Service Availability (Percentage or P)
Application Operation	98%

# Service Levels



## Vodafone Telecoms Reporting Service Terms

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### 4. REPORTING

4.1 Reporting frequency is as follows:

Type	Frequency
Frequency of VTR data back-up	24hrs / File system: Incremental / Daily, full, weekly
Annual reporting frequency	annually

### 5. PRIORITY OF INCIDENTS

5.1 The following Priority Level definitions apply to the Service:

Priority Level	Priority Level definitions
1	<ul style="list-style-type: none"><li>Total outage or critical performance degradation of the VTR Service and complete loss of core business functions</li><li>Affects majority of Users and there is no possible alternative or workaround</li><li>Causes critical business, security or regulatory impact or loss of goodwill for the customer</li></ul>
2	<ul style="list-style-type: none"><li>Partial outage or major performance degradation of the VTR Service and loss of non-core business functions</li><li>Affects a significant proportion of Users and there is no acceptable alternative or workaround</li><li>Causes major business, security or legislative impact or loss of goodwill for the Customer</li></ul>
3	<ul style="list-style-type: none"><li>Minor performance degradation of the VTR Service or minor limitation to business functions</li><li>Has minor impact on a small number of Users or a workaround is available</li><li>Causes minor business, security or legislative impact or loss of goodwill for Customer</li></ul>
4	<ul style="list-style-type: none"><li>Causes little or no limitation to the functionality for a single User or Users.</li><li>Non service affecting and business impact for Customer is negligible.</li></ul>

### 6. INCIDENT RESOLUTION TIMES

6.1 For Priority Level 1 and 2 Incidents, the Incident resolution time is calculated as the number of whole hours between the time Vodafone issues a Trouble Ticket and the time Vodafone confirms to Customer that the Incident is resolved. Incidents will be resolved during Working Hours.

Priority Level	Incident Resolution Time
1	10 Working Hours (1.2 Working Days)
2	28.8 Working Hours (3.6 Working Days)
3	18 Working Days
4	27.6 Working Days

# Definitions

## Vodafone Telecoms Reporting Service Terms

Vodafone Business Customers



The following definitions are applicable to the Services:

Annual Measurement Period	means the period of twelve months from the Service Commencement Date or each anniversary of the Service Commencement Date thereafter (or a period of twelve months as otherwise agreed between the parties).
Authorised User	means any director, officer, employee or sub-contractor of Customer that receives a username and password in order to gain access to one or more of the services.
Availability	the measure of availability is calculated as: $(A - B)/A \times 100$ . "A" equals the number of whole minutes in the Annual Measurement Period minutes each year. "B" equals the number of whole minutes when the Service is unavailable in the Annual Measurement Period.
Configuration(s)	any change to the Service made through the User or administration self-serve portals and which does not involve the implementation of any code.
Excluded Event	any of the following: (a) a fault in, or any other problem associated with non-Vodafone supplied power, any Customer Equipment, non-maintained cabling or other telecommunications systems not operated or provided by Vodafone; (b) the fault or negligence of Customer or of any third party not within the direct control of Vodafone; (c) Customer not performing or a delay in performing any Customer obligations or conditions of use set out in the Agreement; (d) Customer requesting Vodafone to modify a Customer Site, or test one although no fault has been detected or reported to us in accordance with these Service Levels; (e) Service suspension or a Force Majeure event in accordance with the General Terms; (f) the inability or refusal of a Third Party Provider to provide input products at a Customer Site which are required to provide the VONE-C Services. (g) a Configuration in the process of implementation; (h) an outage resulting from the actions or omissions of Customer or a third party on behalf of Customer; (i) a Network change made by Vodafone that can impact multiple Vodafone Customers; or (j) any other circumstances caused by events for which Vodafone is not liable in accordance with the terms of the Agreement.
Incident	means an unplanned interruption to the Service, a reduction in the quality of a Service, or a failure of a Service configuration item.
Incident Management	means the end-to-end management of Incidents by Vodafone.
Professional Services	additional services as required by Customer as set out in the Commercial Terms and/or Order.
Service Level(s)	means the service levels that apply to the provision of the Service as set out in these Service Terms.
Trouble Ticket	means a record of an Incident with a unique reference allocated to it that is used for all subsequent updates and communications.
Use	means Customer's installations, deployment, access of or provision of access to, or use of the VTR.

# Schedule 1

## Vodafone Telecoms Reporting Service Terms

Vodafone Business Customers



### Vodafone Telecoms Reporting Service - Data Table

The following is a description of the Personal Data Processed by Vodafone in relation to the Service:

**Data Subjects:** Users

**Data Retention:** (i) if Vodafone is Data Controller as per Vodafone's privacy notice <http://www.vodafone.com/business/privacy-policy> ("Vodafone Privacy Notice") (ii) if Vodafone is Data Processor, User Personal Data is retained for 13 months unless Service terminated earlier in which case deactivation process will be initiated and data deleted within 6 to 18 weeks from the deactivation date.

**Location of processing:** (i) if Vodafone is Data Controller, as per Vodafone Privacy Notice (ii) if Vodafone is Data Processor, User Personal Data will be stored in Vodafone's data centres in Germany. Data may be also accessed by Vodafone Group Companies who act as Vodafone's internal suppliers -Vodafone Shared Services in Egypt will Process User Account Data (see below) provisioned by the Customer, only if Customer requests for Vodafone to load this data to the VTR system, this is an optional Service.

Data Attribute	Purpose of processing		Additional Description	Vodafone Controller or Processor
	Processing is necessary for providing the Product or Service	Authentication of Customer for subscription and/or use of the Product or Service		
E-mail address	YES	YES	Necessary (i) to provide continued use of the system to Customer Authorized Users or Admin since the email is used as the UserID (ii) to send e-mail error notifications or to send scheduled reports where the Authorized User or Admin is defined as the recipient.	Controller
		NO	Field is optional. Necessary if: (i) spend and usage reporting per individual end-user of mobility services is required, their email addresses need to be added into the VTR system.(ii) Customer contracts any of the following VTR optional services which are on the Vodafone roadmap: a. E-Statements – each User is sent an individual statement advising of their particular spend and usage. Their manager will be sent a summary of their team's spend and usage via a summary spreadsheet. Users must enter their email address and correctly define their supervisor email address. b. Real Time alerting – this Customer configurable feature will send an alert to the User of their usage and data allowance (e.g. when someone gets to 80% and above). If Customer chooses, VTR will send an email alert to the Customer/ Service Owner and to their manager as well. c. Both (a) and (b) requires the Customer admin to subscribe to Vodafone Managed Services to upload this data associated with the Customer telephone number. They can assign this at a company level, at a BAN level or within service numbers within a BAN.	Processor
Name	YES	NO	First name and last name can be added when a new end-user record is created.	Processor
Telephone number	YES	NO	Field is optional. Used only when the User has been defined as a contact. Users identified as Contacts have the option of providing email or phone and can indicate which form of contact is required. The information provided is displayed to all Users in the system within the My Profile > Contacts page.	Controller
Invoices	YES	NO		Controller
User ID and password	NO	YES	User ID is stored in VTR and in Vodafone's Customer Identity and Access Management (CIAM). Password is only stored in CIAM.	Controller

# Schedule 1

## Vodafone Telecoms Reporting Service Terms

Vodafone Business Customers



	Control questions and other information necessary to verify identity for login	NO	YES		Controller
	Customer care contact information	YES	NO	Used to identify who is the Customer Administrator and authorised to contact Vodafone's GSOC to raise queries.	Controller
	Contact information / contact person	YES	NO	Used to determine who gets notified of certain events. For example, when a new billing account is added to the system automatically as a result of the bill feed from Vodafone Consolidated Spend Analytics system, any contact identified as being in the "New Account Group" will be notified via email. This contact person can be Vodafone employees (i.e. GSOC Support team) or a Customer Administrator.	Controller
	Calling telephone number	YES	NO	Used in VTR Analysis and in Reports	Controller
	Called telephone number	YES	NO	Used in VTR Analysis and in Reports	Controller
	Call duration	YES	NO	Used in VTR Analysis and in Reports	Controller
	End time call	YES	NO	Used in VTR Analysis and in Reports	Controller
	Network events and activity logs	YES	NO	Log files track log-in and log-out activity for VTR.	Controller
	Priced and unpriced CDRs	YES	NO	Used in VTR Analysis and in Reports	Controller
	Start time call	YES	NO	Used in VTR Analysis and in Reports	Controller
	Volume (i.e. amount of mins/SMS)	YES	NO	Used in VTR Analysis and in Reports	Controller
	Strictly Necessary Cookies	YES	NO	Mandatory to provide Users with features requested; e.g. maintain shopping basket, move around the pages.	Controller
	Functionality cookies	YES	NO	e.g. remember user names, preferences, language settings etc.	Controller
	Proof of cookie acceptance	YES	NO	The Vodafone Cookie policy is provided and the VTR Login page states "By using Vodafone, you are consenting to the use of cookies in accordance with our cookie policy". A User sees this message each time they log into VTR.	Controller
	IMEI-number (International Mobile Equipment Identity)	YES	NO	Field is optional. The Customer Administrator inputs data if used. Data is used in VTR Reports.	Processor
	SIM card number	YES	NO	Field is optional. The Customer Administrator inputs data if used. Data is used in VTR Reports.	Processor
	Maker of device	YES	NO	Field is optional. The Customer Administrator inputs data if used. Data is used in VTR Reports.	Processor
	Type of device	YES	NO	Field is optional. The Customer Administrator inputs data if used. Data is used in VTR Reports.	Processor