

Service Specific Terms

Vodafone Cloud Services Marketplace

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1. The Service - Overview

1.1 The Vodafone Cloud Services Marketplace (the "**Vodafone Cloud Services Marketplace**") is a website through which Vodafone provides Customer with access to a variety of products and services including (without limitation) apps, resources, software and merchandise (collectively "**Content**") and provides Customer with the ability to manage the number of licences for such Content. The term "**Service**" or "**Services**" in these Service Specific Terms means the Vodafone Cloud Services Marketplace, including any and all Content made available through it.

2. Service Term Structure

2.1 These Service Specific Terms include the Third Party Provider's User License Terms.

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

- (a) the Commercial Terms;
- (b) the General Terms;
- (c) the Mobility Service Terms available on www.vodafone.co.uk/terms;
- (d) the Order, which confirms the Service Elements or Content selected by/for Customer; and
- (e) any applicable policies and guidelines, as provided from time to time by Vodafone.

2.3 These Service Specific Terms and (where applicable) the relevant additional terms that Customer accepts as part of the registration or purchasing process for Content and (if applicable) any Third Party Provider Terms, form the entire understanding between Customer and Vodafone concerning Customer's use of the Services and Content and supersede all previous agreements relating to such use.

3. The Service

3.1 **Territory:** The Service is provided by or on behalf of Vodafone Limited and intended for use in the UK only.

3.2 **Commencement and Duration:**

- (a) The Service shall begin on the earlier of (i) the date on which an Order for the Services becomes binding or (ii) the Agreement Start Date, It continues thereafter until the earlier of either (i) Customer having no valid subscription for any Content; or (ii) termination in accordance with the Agreement.
- (b) Any dates Vodafone gives Customer are estimates only and time is not of the essence in relation to such dates.

4. Service Specific Conditions of Use

4.1 **The Content:**

- (a) Unless otherwise specified, Content is for use by Customer or the Customer's business.
- (b) The Content includes Apps and may contain links to third party sites. Purchases of access to all third party products and services are subject to terms of use which Customer will have the opportunity to review and accept before processing its purchase transaction. Customer shall abide by the applicable developer terms of use or end user licence agreements relating to those products and services, including the Third Party Provider User License Terms included in these Service Specific Terms.
- (c) The Content offered on the Vodafone Cloud Services Marketplace is made available by Third Party Providers and neither Vodafone nor its Platform Subcontractor is responsible for such third party products and services. In addition, the inclusion of Apps or links to third party sites does not imply Vodafone's endorsement of the same and unless expressly stated elsewhere, Vodafone is not responsible or liable for third party materials included within Apps or linked via the Services.

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- (d) Supply of the Content via the Services does not constitute a grant or waiver of any rights of the copyright owners.
- (e) The pricing of Content may be updated from time to time. Customer should check and read the terms made available via the Services, to ensure it has the latest information.
- (f) If Vodafone is no longer authorised to provide the Services, for example following termination of a contract between Vodafone and a Third Party Provider, Vodafone may terminate the affected Content with immediate effect on written notice to Customer. If this happens, Vodafone will credit Charges paid in advance in relation to the terminated Content for the period following termination without affecting Customer's rights under this Agreement.

4.2 Availability of Services:

- (a) Vodafone shall use reasonable endeavours to procure the provision of the Third Party Provider Services and Content to Customer, however Vodafone cannot guarantee that such Services or Content will be fault-free.
- (b) In addition to clause 15 of the General Terms, Vodafone may restrict or suspend access to the Services for operational reasons including: (i) in order to carry out maintenance or testing; (ii) when it is necessary to safeguard the security and integrity of the Third Party Provider Services or the Vodafone Cloud Services Marketplace or to reduce the incidence of fraud; or (iii) for the introduction of new Content.

4.3 **No Warranties:** The Services are supplied to Customer on an 'as is' basis and Vodafone (for itself and on behalf of the Platform Subcontractor) makes no warranties, express or implied, regarding their satisfactory quality, fitness for a particular purpose, reliability, timeliness, accuracy, completeness, security or that they are free from error.

4.4 Use of the Third Party Provider Services:

- (a) Customer shall not use any Third Party Provider Services for any purpose that Vodafone (acting reasonably) believes is abusive, a nuisance, illegal or fraudulent.
- (b) Where a specific User is in breach of the applicable Content Terms or causes Customer to be in breach of its obligations under the Agreement, Vodafone shall be entitled to suspend such User's use of the Third Party Provider Services. Vodafone shall notify Customer of its intention to do so where this is reasonably practicable, allowing an opportunity to remedy the alleged breach (where it is capable of remedy), otherwise Vodafone shall notify Customer as soon as reasonably practicable after the suspension. This right of suspension shall only apply during the period of breach, although re-instatement of the Third Party Provider Services may be subject to the payment of a reconnection Charge by Customer.
- (c) During any period of suspension, Customer shall continue to pay all Charges due in respect of the suspended Third Party Provider Services.

4.5 **Retained Rights:** Vodafone and/or the Platform Subcontractor (as the case may be) retains all right, title and interest in and to the Vodafone Cloud Services Marketplace and reserves all rights not expressly granted to Customer in this Agreement or otherwise in the Agreement.

4.6 **Provision of Information to Third Party Provider:** Customer agrees that where it is reasonably requested by a Third Party Provider of Content, Vodafone may provide Customer's billing and contact information to the relevant Third Party Provider for the purposes of management, calculating commissions and administration of the account.

4.7 Termination:

- (a) **Convenience:** Subject to clause 0, each party may end this Agreement in whole or in part by giving the other 30 days' notice in writing. Charges are payable during the notice period.
- (b) **Other:** If Vodafone is no longer authorised to provide the Services, for example, following termination of a contract between Vodafone and a Third Party Provider, Vodafone may terminate the affected Service(s) with immediate effect on written notice to Customer. If this happens, Vodafone will credit Customer

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Charges paid in advance in relation to the terminated Service(s) for the period following termination without affecting Customer's rights under clause 11 of the General Terms.

4.8 **Effects of Termination:** In addition to the effects set out in clause 16.5 of the General Terms, on termination of the Agreement (in whole or part), Vodafone will terminate access to the Content and Customer and Users will stop using the Content.

5. Data Protection

5.1 Customer agrees that where it is reasonably requested by a Content Supplier, Vodafone may provide Customer's billing and contact information to the relevant Content Supplier for the purposes of management, calculating commissions and administration of the account.

5.2 If Customer supplies Vodafone or Microsoft with Personal Data, Customer shall ensure that it is accurate and up to date when disclosed. Customer shall ensure that Customer has obtained from the individuals concerned all necessary consents under Applicable Privacy Law.

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Third Party Provider User License Terms



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1. Microsoft Product Content Terms

1.1 General:

- (a) These Microsoft Product Content Terms will apply to each Order for Microsoft Services.
- (b) The Microsoft Cloud Agreement, the Microsoft Online Services Terms and these Microsoft Product Content Terms are together "**Content Terms**" as referred to in clause 1.1(a) above and in the Vodafone Cloud Services Marketplace Service Specific Terms, and apply in decreasing order of precedence.

1.2 **Customer's use of the Microsoft Services:** Customer may supply the Microsoft Services to Users, but not to any other party. Customer shall ensure the compliance of Users with these Microsoft Product Content Terms, all applicable laws and Codes of Practice.

1.3 The Microsoft Cloud Agreement; Microsoft's Online Services Terms; and Intellectual Property:

- (a) Microsoft Services are supplied to Customer upon and subject to the terms set out or referred to in the Microsoft Cloud Agreement and the Microsoft Online Services Terms, both of which constitute direct contractual obligations between Microsoft and Customer.
- (b) If Customer does not accept the terms of the Microsoft Cloud Agreement and the Microsoft Online Services Terms, Customer shall not use, and Vodafone shall not be bound to procure the delivery of, the relevant Microsoft Services.
- (c) Microsoft and Customer shall be directly responsible to each other for the performance of their respective obligations under the Microsoft Cloud Agreement and the Microsoft Online Services Terms.
- (d) Customer shall not:
 - (i) transfer, sub-licence, lend or otherwise make available the
 - (ii) Microsoft Services or Software to any other party;
 - (iii) modify, adapt, make error corrections or create derivative works based on the Microsoft Services or Software;
 - (iv) copy, decrypt, or reverse engineer the Microsoft Services or Software or any part of them, or otherwise convert them from the form in which they are supplied to a form more readily comprehensible by a human provided that where the Customer has the right by law to decompile such Microsoft Services or Software to obtain information which is necessary to render the Microsoft Services or Software interoperable with other software and upon written request by Customer providing full information, Vodafone shall at its option provide a software interface to enable such interoperability or such information subject to reasonable conditions including a reasonable fee;
 - (v) separate the components of Microsoft Services, or upgrade or downgrade them at different times, except as permitted under these Microsoft Product Content Terms;
 - (vi) use Software for any purpose other than using the Microsoft Services in accordance with these Microsoft Product Content;
 - (vii) Terms, the Microsoft Cloud Agreement and the Microsoft Online Services Terms; or
 - (viii) use or export the Microsoft Services in a manner that is contrary to United States and international export laws and regulations that apply to the Microsoft Services. These laws include restrictions on destinations, Users and end use. Additional information can be found at www.microsoft.com/exporting.
- (e) The Intellectual Property Rights that exist in Microsoft Services and Software are owned by Vodafone, Microsoft and their respective licensors. By supplying Customer with Microsoft Services or Software, neither Vodafone nor Microsoft is transferring or assigning ownership of any Intellectual Property Rights in or relating to them to Customer.
- (f) Where Vodafone or Microsoft create Intellectual Property Rights during or as a result of the supply of Microsoft Services or Software to Customer, Vodafone or Microsoft as applicable shall own all such Intellectual Property Rights.



Third Party Provider User License Terms

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- (g) Customer must not do anything to jeopardise Vodafone's or Microsoft's Intellectual Property Rights or those of any of their licensors including (i) any of the prohibited acts set out in 1.3(d); (ii) register or attempt to register any competing Intellectual Property Rights to those of Vodafone, Microsoft or their licensors; (iii) delete or tamper with any proprietary notice on or in Vodafone's or Microsoft's Intellectual Property Rights or those of any of their licensors; (iv) take any action that diminishes the value of any trade marks included in Vodafone's or Microsoft's Intellectual Property Rights or those of any of their licensors; or use any Microsoft Services in violation of applicable law.
- 1.4 **Consequences of Termination:** Customer shall (if requested by Vodafone), delete or destroy all copies of the user documentation which Vodafone or Microsoft has supplied or which Customer has copied, in whatever form and return, delete or destroy all copies of the Software (except Software which is embedded in equipment to which Customer has title) within 7 calendar days of termination of the Order or of termination of the relevant Microsoft Services, and provide Vodafone and/or Microsoft with written confirmation that all such copies have been returned, deleted or destroyed.
- 1.5 **Liability:** Customer acknowledges that by using the Microsoft Services, Customer's data will be stored in the cloud owned and operated by Microsoft and not by Vodafone and as such, Vodafone shall have no liability to Customer for any loss or corruption of such data while it is stored by Microsoft.

2. AppHelp Content Terms

2.1 General:

- (a) These AppHelp Product Content Terms will apply to each Order for AppHelp Services.
- (b) The AppHelp Terms of Service, the AppHelp Privacy Policy and these AppHelp Content Terms are together "**Content Terms**" as referred to in clause 2.1(a) above and in the Vodafone Cloud Services Marketplace Service Specific Terms, and apply in decreasing order of precedence.

2.2 **Customer's use of the AppHelp Services:** The AppHelp Services are provided for the benefit of the Customer, and not of any other party. Customer shall ensure the compliance of Users with these AppHelp Content Terms and all applicable laws.

2.3 The AppHelp Terms of Service and AppHelp Privacy Policy:

- (a) AppHelp Services are supplied to Customer upon and subject to the terms set out or referred to in the AppHelp Terms of Service from time to time. By placing an Order for the AppHelp Services, Customer acknowledges and agrees that it is entering into a direct contractual relationship with AppHelp on the basis of the AppHelp Terms and Services.
- (b) AppHelp and Customer shall be directly responsible to each other for the performance of their respective obligations under the AppHelp Terms of Service and AppHelp Privacy Policy.
- (c) Any personal data supplied to or acquired by AppHelp in the provision of the AppHelp Services shall be collected, processed and stored in accordance with the AppHelp Privacy Policy from time to time.
- (d) If Customer does not accept the terms of the AppHelp Terms of Service and AppHelp Privacy Policy, Customer shall not use, and Vodafone shall not be bound to procure the provision of, the relevant AppHelp Services.

2.4 Intellectual Property:

- (a) The Intellectual Property Rights that exist in AppHelp Services and Deliverables are owned by Vodafone, AppHelp and their respective licensors. By procuring or supplying AppHelp Services or Deliverables to the Customer, neither Vodafone nor AppHelp is transferring or assigning ownership of any Intellectual Property Rights in or relating to them to Customer.
- (b) Where Vodafone or AppHelp create Intellectual Property Rights during or as a result of the supply of AppHelp Services or Deliverables to Customer, Vodafone or AppHelp as applicable shall own all such Intellectual Property Rights.
- (c) Customer must not do anything to jeopardise Vodafone's or AppHelp's Intellectual Property Rights or those of any of their licensors including (i) register or attempt to register any competing Intellectual



Property Rights to those of Vodafone, AppHelp or their licensors; (ii) delete or tamper with any proprietary notice on or in Vodafone's or AppHelp's Intellectual Property Rights or those of any of their licensors; (iv) take any action that diminishes the value of any trade marks included in Vodafone's or AppHelp's Intellectual Property Rights or those of any of their licensors; or use any AppHelp Services in violation of applicable law.

- 2.5 **Consequences of Termination:** Customer shall (if requested by Vodafone), delete or destroy all copies of the user documentation which Vodafone or AppHelp has supplied or which Customer has copied, in whatever form and return, delete or destroy all copies of the Deliverables within 7 calendar days of termination of the Order or of termination of the relevant AppHelp Services, and provide Vodafone and/or AppHelp with written confirmation that all such copies have been returned, deleted or destroyed.
- 2.6 **Liability:** Customer acknowledges that by using the AppHelp Services, Customer's data will be collected, processed and stored by AppHelp (in accordance with the AppHelp Privacy Policy) and not by Vodafone. As such, Vodafone shall have no liability to Customer for any loss or corruption of such data while it is collected, processed and/or stored by AppHelp.



Definitions

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The following definitions are applicable to the Services:

AppHelp	AppDirect, Inc., 650 California Street, Floor 25, San Francisco CA 94108. Third party supplier to Vodafone of Content.
AppHelp Privacy Policy	AppHelp's privacy policy (as updated from time to time), which governs the collection, processing and storage of personal data that AppHelp obtains from time to time in its performance of the AppHelp Services, as available at https://www.apphelp.com/apphelp https://www.apphelp.com/apphelp-privacy-policy and via http://www.vodafone.co.uk/cloudservices (these links may need to be copied into a web browser).
AppHelp Services	The services to be provided by AppHelp to Customer (in accordance with these Content Terms) as a result of Customer placing an Order for such services.
AppHelp Terms of Service	AppHelp's terms of service (as updated from time to time) for the provision of AppHelp Services to Customer, as available at https://www.apphelp.com/apphelp https://www.apphelp.com/apphelp-terms-of-service and via http://www.vodafone.co.uk/cloudservices (these links may need to be copied into a web browser).
Apps	Without limitation, all or any of the following: apps, in-app purchases and subscriptions made available in an app.
Codes of Practice	All guidelines governing use or provision of mobile telecommunications and data services, issued by any generally recognised bodies (such as PhonepayPlus) or that are adopted by Vodafone from time to time, and all instructions, regulations or guidance issued by the Regulatory Authorities, whether or not mandatory.
Content	Has the meaning set out in clause 2.1.
Content Supplier	A third party supplier to Vodafone of Content.
Deliverables	Any deliverables, software or tools (whether owned by AppHelp or a third party) provided or licensed to Customer by AppHelp in the provision of the AppHelp Services.
Licence	A licence for an End User to access Content.
Microsoft	Microsoft Corporation One Microsoft Way, Redmond WA, USA 98052.
Microsoft Cloud Agreement	Microsoft's agreement of that name under which it agrees to supply Microsoft Services to Customer when Customer agrees to accept the supply of Microsoft Services
Microsoft Online Services Terms	Microsoft's current terms of service for the provision of http://www.microsoftvolumelicensing.com/DocumentSearch.aspx?Mode=3&DocumentTypeId=46 (this link may need to be copied into a web browser).
Microsoft Services	The Microsoft services and content made available by Vodafone on the Vodafone Cloud Services Marketplace pursuant to the Content Terms, including Exchange Online, SharePoint Online, Skype for Business Online, Yammer, Office Applications and Azure Active Directory Premium P1 & P2, such list being subject to change from time to time. Product Content Terms, which shall still have full effect.



Definitions

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Platform Subcontractor	The subcontractor engaged by Vodafone for the supply of software supporting the Vodafone Cloud Services Marketplace.
Third Party Provider	shall be as defined in the General Terms and for the purposes of these Service Specific Terms, shall include a Content Supplier.