

# Service Specific Terms



## Device Manager Service

Enterprise Customers

### 1. The Service – Overview

- 1.1 The Vodafone device manager service (the “**Device Manager Service**”) offers Customer remote visibility, security and control for most smart devices, certificates and applications across a corporate mobile estate. The term “**Service**” or “**Services**” in these Service Specific Terms means the Device Manager Service.

### 2. Service Term Structure

- 2.1 These Service Specific Terms include:
  - (a) the service specification, which sets out a description of the Service, including Optional Service Elements and complementary Services (where applicable), and may be updated from time to time (the “**Service Specification**”). The specific Service Elements selected by Customer will be set out in the Commercial Terms and/or Order;
  - (b) the service levels which set out the standards that will be applied to the provision of the Service (the “**Service Levels**”); and
  - (c) 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 applicable Price Plan Guide(s);
  - (c) the General Terms;
  - (d) the Mobility Service Terms;
  - (e) the Order, which confirms the Service Elements selected by/for Customer; and
  - (f) any applicable policies and guidelines, as provided from time to time by Vodafone.

### 3. The Service and Equipment

- 3.1 The Vodafone Device Manager Service is a device manager enterprise platform that provides remote visibility, tracking, security and control for most smart devices, as well as access to corporate resources and applications. Vodafone Device Manager enables customers to safely and securely track and manage their fleet of employee and company-owned mobile Smartphone and tablet devices. The Device Manager Service comprises:
  - (a) the Core and Sentry;
  - (b) the Platform Maintenance Service;
  - (c) the Support Service;
  - (d) the Administration Service; and
  - (e) the Optional Service Elements
- 3.2 The Commercial Terms and/or Order will identify:
  - (a) whether Customer is purchasing the Software required in order for Customer to receive the Vodafone Device Manager Service on a Subscription Licence or Perpetual Licence basis;
  - (b) whether Vodafone or Customer will host the Software;
  - (c) which of the Vodafone Device Manager Service Elements (as set out in the Service Specification) it wishes to purchase;
  - (d) which Equipment, if any, Vodafone will supply to the Customer and which of such Equipment will be purchased by Customer together with associated Charges.

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### 4. Service Specific Conditions of Use

#### 4.1 License Term:

- (a) The term of a Subscription Licence granted in connection with these Service Specific Terms shall commence on the Service Commencement Date and shall end when these Service Specific Terms expire or terminate unless earlier terminated in accordance with the terms of the Subscription Licence.
- (b) The term of a Perpetual Licence granted in connection with these Service Specific Terms shall commence on the Service Commencement Date and shall be perpetual.

#### 4.2 Software Access and Use:

- (a) Each User will receive a URL and instructions to activate the Software.
- (b) Customer shall only permit access to the functionality of the Software by Authorised Users from within the Territory (as set out in the Commercial Terms) and shall not use, and shall not authorise or permit any third party, including any User, to use, the Server Software outside the Territory.
- (c) Customer will not (and shall not authorise or allow any third party including any User to):
  - (i) copy or use the Software or any part, unless expressly authorised by this Agreement;
  - (ii) use the Software on unauthorised equipment or products;
  - (iii) modify the Software or create derivative works based upon the Software or reverse engineer or decompile, decrypt, disassemble or otherwise reduce the Software to human-readable form, unless and only to the extent any foregoing restriction is prohibited by Applicable Law;
  - (iv) use or allow the Software to be used to perform services for third parties (other than use ancillary to the performance of Customer's own business);
  - (v) disclose, provide, or otherwise make available trade secrets contained within the Software in any form to any third party without the prior written consent of Vodafone;
  - (vi) release, publish, or otherwise make available to any third party the results of any performance or functional evaluation of the Software without the prior written consent of Vodafone;
  - (vii) alter or remove any proprietary notices or legends contained on or in the Software;
  - (viii) use the Software or any portion thereof in any way that is in violation of any Applicable Laws;
  - (ix) defeat or circumvent any controls of the Software or any portion thereof placed on the number of Users supported;
  - (x) distribute, sell, license or otherwise provide the Software or portion thereof to third parties except to Customer representatives as expressly provided herein; or
  - (xi) unbundle any component of the Software.
- (d) Upon termination of the right to use the Software for any reason, Customer agrees to destroy all copies, including partial copies, of the Software and any related documentation and to certify that the Software is purged from all equipment, devices, computer memories and storage devices within the Customer's control.
- (e) The Customer shall make sure that Users also comply with the obligations set out in this clause 4.2.

#### 4.3 Deployment and Updates: Customer shall:

- (a) be responsible for the deployment of the Software on User's Devices; and
- (b) update the Software on Users' Devices within 90 days of Customer receiving notification that an update is available.

#### 4.4 Customer Hosting: Where Customer hosts the Server Software, Customer shall:

- (a) be responsible for providing, operating and maintaining all hardware and software on which the Server Software will run (the "**Platform**");
- (b) host the Server Software only in the Territory (save that use and access to the Software by Users outside the Territory shall not be considered to be a breach of this clause);

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- (c) ensure that the Platform meets the minimum technical requirements as advised by Vodafone from time to time;
  - (d) be responsible for providing and maintaining the operation and security of the physical servers and all related hardware and infrastructure on which the Platform will be stored;
  - (e) provide Vodafone with at least 30 days' prior written notice before updating or changing the Platform and/or any servers, hardware or software used in connection with the Server Software;
  - (f) provide Vodafone with access to:
    - (i) Customer Site(s) and
    - (ii) secure remote access to the Server Software and Platform in each case to enable Vodafone to implement updates and new releases to the Server Software on a date mutually agreed between the Parties (which shall be no later than 2 months from the update or new release becoming available);
  - (g) at all times, provide Vodafone with a read-only Application Programming Interface ("API") access account for billing purposes and if Vodafone is not otherwise able to track the number of Active Devices and/or Active Users, then where requested by Vodafone, track and report to Vodafone the number of such Active Devices and/or such Active Users;
  - (h) where Vodafone is required to install the Server Software on Customer Equipment, Customer shall:
    - (i) provide Vodafone with all necessary assistance, documentation and access to Customer Site(s) to enable Vodafone to carry out the installation of (or any maintenance to) the Server Software;
    - (ii) carry out all preparatory work to allow Vodafone to carry out installation and/or maintenance on time;
    - (iii) at its own cost and expense provide:
      - (A) suitable space and environmental conditions for Customer's equipment used in connection with the Vodafone Device Manager Service; and
      - (B) all necessary services and assistance at the site to facilitate Vodafone's installation and maintenance of the Server Software;
  - (i) where Vodafone is required to provide the Platform Maintenance Services and/or the Support Services to Server Software hosted by Customer, Customer shall:
    - (i) allow Vodafone to monitor the Platform, including enabling the Server Software to report to Vodafone any issues it detects and allowing Vodafone to remotely query and pass traffic through the Platform to validate continued operation of the Software;
    - (ii) provide Vodafone with physical and remote access to the Customer Site(s), Platform and any other access reasonably required by Vodafone to enable Vodafone resolve any incidents as further detailed in the Service Specification;
    - (iii) at all times, provide Vodafone with an administration account for Smartphone Manager and System Manager in Core/Sentry; and
    - (iv) at all times, provide Vodafone with Secure Shell SSH access from known Vodafone IP addresses to enable root access to appliances for incident management, troubleshooting and release management.
- 4.5 Customer's failure to comply with any of its obligations under clause 4.4 above, shall mean that Vodafone shall
- (a) not be obliged to continue to provide support for the Software and/or the Vodafone Device Manager Service and
  - (b) not be responsible for failure of the Software and/or the Vodafone Device Manager Service to meet the Service Specification in each case until such time as Customer is able to comply with its obligations.
- 4.6 **Cell Tower Information:** If Customer is provided any cellular tower identification information with associated latitude and longitude location information, Customer agrees that neither it nor its Users will use such latitude and longitude location information to create a latitude/longitude lookup database for cellular towers.

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### 4.7 SMS Messaging:

- (a) Customer will use SMS messaging to deliver SMS messages only to recipients who give prior consent to receiving the quantity, frequency and types of messages, as applicable and who have been informed of the right to opt-out and the process of how to opt out of receiving messages in the future. Customer will honour any such opt-out requests within 2 calendar days. Customer agrees to provide Vodafone with proof of opt-in and/or proof that Customer has received and honoured opt-out requests within 5 Working Days of written request.
- (b) Customer will inform recipients of SMS messages that Customer (and/or its suppliers) is the provider of the SMS messaging services and Customer (and/or its suppliers) is responsible for the content of the SMS messages. Customer will use source indication in the SMS messages (e.g., mobile telephone number, "From" field in the text message).
- (c) Customer will not use SMS messaging service to transmit inappropriate content. Inappropriate content includes any content that
  - (i) is unsolicited,
  - (ii) causes the introduction of viruses, worms, Trojan horses, e-mail bombs, cancelbots or other similar computer programming routines,
  - (iii) is unlawful or offensive as determined by Vodafone,
  - (iv) is misleading or inaccurate, or
  - (v) infringes the intellectual property of any person.

### 4.8 Vodafone Experience Information: Vodafone may, for internal and/or external use, with the Customer's prior written consent (not to be unreasonably withheld or delayed) carry out all or any of the following to document the Customer's experience with Vodafone and Vodafone's products and services:

- (a) quote relevant Customer statements in articles/other marketing and sales literature;
- (b) refer potential customers evaluating Vodafone to the Customer to provide information about its engagement with Vodafone; and
- (c) make other reasonable requests of the Customer regarding reference materials.

### 4.9 The parties agree that the United Nations Convention on the International Sale of Goods and the Uniform Computer Information Transactions Act shall not apply to the Vodafone Device Manager Service.

### 4.10 Termination: In addition to the termination rights set out in the General Terms and/or Mobility Service Terms:

- (a) Ending a Subscription Licence: Without prejudice to any regulatory requirement, either Party may end a Subscription Licence:
  - (i) immediately upon written notice for material breach which is not capable of remedy or is not remedied within 30 days of notice; or
  - (ii) by serving the other Party with 30 days' written notice provided that such termination takes effect on or after the expiry of the Minimum Term or any applicable Recovery Charge is paid.
- (b) Customer shall have the right to terminate the Agreement in whole or in part by giving Vodafone 30 days' written notice of termination, provided that such termination takes effect on or after the expiry of the Minimum Term or any applicable Recovery Charge is paid.
- (c) If the provision of Third Party Services is terminated, Vodafone may terminate the provision of such Third Party Services to Customer pursuant to the Service Specification and pursuant to specific terms applicable to Email+, AppDN and Divide PIM set forth in the Service Specification and the Third Party Provider User License Terms.

### 4.11 Effect of Termination: Upon termination or expiration of these Service Specific Terms and/or the Agreement:

- (a) Customer and its Users shall stop using the Services;

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- (b) where Customer has purchased a Subscription Licence for the Software, Customer's right to use the Software shall end from the effective date of termination or expiration of these Service Specific Terms and/or the Agreement and Vodafone shall be entitled to disable the Software;
  - (c) where Customer has purchased a Perpetual Licence for the Server Software Customer's licence to the Server Software shall continue in perpetuity;
  - (d) where Vodafone hosts the Server Software, Vodafone shall cease to provide such hosting from the effective date of termination (or expiration) and any Customer Data shall, at Customer's option be destroyed or returned to Customer, along with any medium or document containing Customer Data to the extent that medium or document has not been previously destroyed. Customer acknowledges that Vodafone may be required by Applicable Privacy Law to retain the Customer Data; and
  - (e) where Customer hosts the Server Software, Customer shall, where requested by Vodafone, continue to provide the number of Active Users and/or Active Devices to Vodafone following the effective date of termination or expiration.
- 4.12 **Feedback:** During the term of the Agreement, Customer may provide feedback to Vodafone in relation to the Software and the Services and Customer agrees that Vodafone may use such feedback for any purpose, including without limitation, further enhancement of the Software or improvement of the Services, without obligation of any kind and Customer hereby assigns any Intellectual Property Rights in such feedback to Vodafone.
- 4.13 **Third Party Services** - Certain third party services are accessible through the Software (the "**Third Party Services**") and are made available to Customer subject to Customer having concurrently purchased either a Subscription Licence or, for a Perpetual Licence, support and maintenance services, from Vodafone. Customer's use and/or access to the Third Party Services shall be limited to those uses and access rights permitted by the Third Party Provider. If a Third Party Provider terminates access to the Third Party Services, then Vodafone, as applicable, will notify Customer, and access to such services will terminate as of the effective date specified by such third party provider.
- 4.14 **Third Party Software** - Where the Services include software which is owned by a third party and which is directly licensed to Customer or Associated Company or User by the third party separately from this Agreement (the "**Third Party Software**"), Customer acknowledges that such third party software and services are subject to the terms of any standard form end user licence and/or service agreement, (including shrink wrap or click-through software licences) and open source licence provided with these Services.

## 5. Data Protection

### 5.1 **Customer responsibilities:** Customer shall:

- (a) be responsible for notifying Users of the Processing activities to be carried out by Vodafone and/or its subcontractors and/or sub-processors as detailed within this clause in connection with the provision of the Software and Services;
- (b) obtain and maintain User consent to such Processing activities; and
- (c) if the Customer opts to use location-based services, be responsible for ensuring that it has all necessary consents from each User to allow Vodafone to provide the Customer with geographical tracking information about such User.

5.2 Customer acknowledges and agrees that User Personal Data is Processed as a result of Services being provided and that Vodafone is the Data Controller for such data except as set out in clause 5.4 below.

5.3 In order to exercise any statutory rights in respect of User Personal Data and if required by Applicable Privacy Law, Customer will notify Vodafone in writing and by such means as to provide proof of mailing and receipt.

5.4 Where Customer or a Third Party Carrier provides User Personal Data to Vodafone for the purposes of providing or enhancing the relevant Service, Customer or Third Party Carrier will be deemed to be a Data Controller and Vodafone will be deemed to be a Data Processor and the following clauses will apply to such User Personal Data.

### 5.5 **Data Processor:**

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- (a) Vodafone (and their subcontractors):
  - (i) may Process User Personal Data for:
    - (A) provision and monitoring of the Service; or
    - (B) 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. 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 5.5 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:
    - (A) are under an appropriate statutory obligation of confidentiality;
    - (B) are trained in Vodafone's policies relating to handling User Personal Data; and
    - (C) do not process User Personal Data except in accordance with the Customer's instructions unless required to do so by Applicable Law.
  - (vi) shall
    - (A) provide appropriate technical and organisational measures for a level of security appropriate to the risks that are presented by Processing; and
    - (B) comply with the security requirements contained in the Vodafone information security policies based on ISO 27001;
  - (vii) shall
    - (A) 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;
    - (B) 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 the User Personal Data; and
    - (C) 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

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assessment of the Services and any prior consultation of the relevant supervisory authority.

- (b) **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 organisation 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 5.5(b) 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 5.5.
- (c) **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 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.
- (d) **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 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.
- (e) **Enquiries from Users:** Vodafone shall, where the Customer is required under 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 organisational measures, insofar as this is possible in the Customer's fulfilment of those obligations under Applicable Privacy Law.

## 6. Limit of Liability

- 6.1 The maximum liability of Vodafone to Customer for all losses arising under or in connection with all claims arising under this Agreement in relation to Optional Service Elements shall not exceed in any 12-month period the Charges paid in respect of such Optional Service Elements in respect of this Agreement during the 12-month period. The limits on Vodafone's liability set out in the Agreement shall include and apply to Vodafone's suppliers and the supplier's licensors.



## Service Specification

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### 1. Service Description

- 1.1 Vodafone Device Manager offers remote visibility, security and control for most smart devices, certificates and applications across a corporate mobile estate (comprising of both employee and company owned devices).
- 1.2 The solution enables customers to safely and securely track and manage their fleet of employee and company-owned mobile Smartphone and tablet devices.
- 1.3 The Customer can:
  - (a) support both company and employee-owned mobile devices with over-the-air tracking, configuration and policy setting;
  - (b) deploy and track compliance to corporate policies (security, password, encryption, lockdown and ActiveSync) to smart devices;
  - (c) securely deploy certificates to mobile devices;
  - (d) define and distribute device configuration settings;
  - (e) remotely view and configure applications and settings on devices;
  - (f) centrally view mobile device inventory and state;
  - (g) remotely lock and wipe data from devices;
  - (h) black/white-list applications;
  - (i) promote applications using an enterprise application store; and
  - (j) email access control based on device behaviour.
- 1.4 Vodafone Device Manager can integrate with Customer's lightweight directory access protocol (LDAP) for corporate directory and ActiveSync services for mobile email access.

### 2. Key Components

Vodafone Device Manager consists of two key components:

- 2.1 **Core** – The Vodafone core platform is the central administrative console used by Customer's administrator to administer a fleet of mobile smartphones and tablets. It is used to define policies and to associate these policies with devices; lock and wipe devices; distribute certificates; store iOS enterprise applications; push install applications to mobile devices; host the MyPhone@Work User portal; provide remote support; backup and restore; enable location and mapping; and broadcast SMS.
- 2.2 **Sentry** - Vodafone's sentry platform software provides Customer with a secure email access gateway. It is deployed in the communications path between the ActiveSync email client and Customer's ActiveSync servers. When the mobile device email client synchronises with the mail server, the Sentry queries the Core to check if the mail client should be allowed to connect to the mail server. Depending on the rules set by Customer's administrators, access can be blocked if (for example) the device is not registered on the Core; the device is not encrypted, or contains a disallowed hardware version or a disallowed firmware version, or has been compromised (jailbroken); profiles are outdated; or the device has not connected to the Core within a pre-defined number of days.

### 3. Licensing Options

- 3.1 Customer can purchase the Server Software pursuant to a Perpetual Licence or a Subscription Licence.
- 3.2 Where Customer elects to purchase the Server Software pursuant to a Perpetual Licence, Customer shall pay the one-off Perpetual Licence Fee for each Perpetual Licence as set out in the Commercial Terms and any subsequent purchase Order and receive a Perpetual Licence to the Server Software.





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- 3.3 Where Customer elects to purchase the Server Software pursuant to a Subscription Licence, Customer shall pay the Subscription Licence Fee for each Subscription Licence as set out in the Commercial Terms and any subsequent purchase Orders and receive a Subscription Licence to the Server Software for the term set out in the Commercial Terms or relevant purchase Order.
- 3.4 Vodafone Device Manager can be licensed on a per-User or a per-Device basis:
- (a) A per-user licence permits one user to be registered on up to three Devices registered on the Core. If the User is registered on more than three Devices, then such User shall be counted as more than one User and charged accordingly.
  - (b) Conversion from Per-Device to Per-User Basis:
    - (i) a Customer with a Subscription Licence may convert from a per-device basis to a per-User basis, but only if the total number of Users is equal or greater than the total number of Devices; provided however that at the end of the applicable Minimum Term, a Customer may convert from a per-device basis to a per-User basis without such minimum User requirement.
    - (ii) a Customer purchasing a Perpetual Licence may convert from a per-device basis to a per-User basis but only if the total number of Users is equal or greater than the total number of Devices.

## 4. Hosting Options

- 4.1 Customer can choose from one of the following hosting options:
- (a) Vodafone shall host the Server Software; or
  - (b) Customer shall host the Server Software.
- 4.2 Where Vodafone hosts the Server Software:
- (a) Vodafone shall host the email gateway and device management platform;
  - (b) Customer shall provide the ActiveSync servers and control the administration of the services;
  - (c) Vodafone will provide the Services listed in the relevant part of the Services section below; and
  - (d) the internet protocol security (IPSEC) service is available where Vodafone hosts the Server Software and is provided free of charge. It is used to secure the connection between Vodafone and Customer's environment for LDAP traffic, the protocol that carries active directory information between Customer's active directory and the Server Software hosted by Vodafone.
- 4.3 Where Customer hosts the Server Software:
- (a) the email gateway and Core will sit on Customer's Site;
  - (b) Customer will be required to provide Vodafone with physical and remote access to the Server Software to allow Vodafone to provide the installation, maintenance and support services; and
  - (c) Vodafone will provide the Services listed in the relevant part of the Services section below.

## 5. Pricing Bundles

- 5.1 Vodafone Device Manager is offered in three pricing packages: Silver Bundle, Gold Bundle or Platinum Bundle, each described below. Details of the licenses, features and options available in each bundle are as follows:
- (a) **Silver Bundle** - The Silver Bundle provides the core components to build the foundation of the Vodafone Device Manager Service and comprises the following Service Elements, which are described in clause 10 below:
    - (i) Subscription Licence or Perpetual Licence (as applicable);
    - (ii) Core;
    - (iii) Sentry; and



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- (iv) Apps@Work.
- (b) **Gold Bundle** - The Gold Bundle provides all of the components of the Silver Bundle and secure application and content. Additional to the Silver Bundle components, the Gold Bundle comprises:
  - (i) AppConnect;
  - (ii) Docs@Work; and
  - (iii) Web@Work.
- (c) **Platinum Bundle** - The Platinum Bundle provides all of the components of the Silver Bundle and Gold Bundle and other Vodafone Device Manager innovations. Additional to the Silver and Gold Bundle, the Platinum Bundle comprises:
  - (i) Tunnel;
  - (ii) Dataview.

### 6. Platform Maintenance Service

- 6.1 This Service Element provides Customer with platform support through the Vodafone Global Helpdesk, as well as server patching and upgrades (planned and unplanned), for Vodafone hosted solutions.
- 6.2 Vodafone will provide Customer with best practice ITIL-aligned processes. Vodafone will support and maintain the in-scope elements of this service on behalf of Customer and provide one single point of interface for Authorised Users (Helpdesk, Operations team, Support Centre).
- 6.3 Vodafone shall provide a helpdesk-to-helpdesk solution that will provide a single point of contact and escalation for their current helpdesk for all issues involving Vodafone Device Manager.
- 6.4 Vodafone shall provide Customer with a centralised global Incident Management through the Vodafone Global Helpdesk.

### 7. Support Service

- 7.1 This is a mandatory service, separately chargeable. Vodafone will action service requests on a “helpdesk to helpdesk” basis.
- 7.2 Each of the Standard, Enhanced and Premium Support Service tiers are set out below. A description of each service item is further set out in clauses 7.4 through 7.13.
  - (a) **The Standard Support Service** includes:
    - (i) Standard service reporting; and
    - (ii) Release Management where available for onsite or hybrid deployments.
  - (b) **The Enhanced Support Service** includes the features of the Standard Support Service plus:
    - (i) Enhanced service reporting;
    - (ii) Service reviews every 8 weeks;
    - (iii) An Aligned Technical Lead; and
    - (iv) Desk Based Technical Solutions Manager.
  - (c) **The Premium Support Service** includes the features of the Enhanced Support Service plus:
    - (i) Premium service reporting;
    - (ii) Bi-annual executive review;
    - (iii) Aligned virtual project team;
    - (iv) Global Technical Solutions;
    - (v) Lifecycle Management;



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- (vi) Release Management;
  - (vii) Architecture and Configuration Consultancy; and
  - (viii) Knowledge Management.
- 7.3 The Support Service will classify incidents in accordance with the severity levels set out in the Service Levels and dependent on the Service Tier specified in the Commercial Terms and/or Order, comply with the target SLAs set out in the Service Levels.
- 7.4 **Service Element - Reporting Packs:**
- (a) *Standard Reporting Pack* - The standard reporting pack is a monthly report that includes:
    - (i) Metric Scorecard;
    - (ii) Daily Incident Trend Report;
    - (iii) Incident Channel Report;
    - (iv) Resolved by Type;
    - (v) Outstanding by Category;
    - (vi) Resolved by SLA;
    - (vii) SLA Resolve Time;
    - (viii) Incidents out of SLA; and
    - (ix) Incidents.
  - (b) *Enhanced Reporting Pack* - The enhanced reporting pack is a monthly report that includes all metrics from standard reporting pack and:
    - (i) Device contact information for T minus 30, 60 and 90 days, respectively;
    - (ii) Security violation report (as determined by Device Manager compliancy rules);
    - (iii) Devices compromised (Jailbroken);
    - (iv) Devices with disallowed OS;
    - (v) Endpoints with Disallowed hardware;
    - (vi) Password conformity;
    - (vii) Certificate Expiry dates (i.e. Apple MDM, customer owned VSP and Sentry certificates);
    - (viii) Application Report;
    - (ix) Application Distribution;
    - (x) Top Applications in use; and
    - (xi) Active User details report.
  - (c) Any report can be excluded to ensure conformity to local privacy and data protections law.
  - (d) In addition to the reporting pack, Vodafone will take corrective actions against the platform in the form of clean-up activities as required by Customer (subject to capability being available within the platform), such actions might include:
    - (i) Removal of Users that have not checked in for a certain period of days; and/or
    - (ii) Removal of pending devices created over a certain period of days.
  - (e) *Premium Reporting Pack* - The premium reporting pack is a monthly set of report that includes all metrics and reports from standard and enhanced reporting packs and up to 5 bespoke reports using Customer provided business logic. These reports will be defined during the on-boarding process and may be changed on a six monthly basis.

7.5 **Service Element - Aligned Technical Lead:**



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- (a) The aligned technical lead will be a single point of contact within the global operations team who maintains an intimate knowledge of the deployed solution and will provide advice on best practices relative to the features and configuration deployed both in current and future states.
- (b) The technical lead will be available via email and pre-arranged calls. Any items directed towards the technical lead will be treated under no SLA and as a work order.
- (c) Tickets must be handled by the incident and service request management processes to benefit from the associated SLAs.

### 7.6 Service Element - Aligned Virtual Project Team:

- (a) The aligned virtual project team will consist of a principle support consultant and three support consultants. The principle support consultant will lead the in-life deliverables relating to lifecycle, release and knowledge management as well as providing architecture and configuration consultancy.
- (b) The principle support consultant will also lead the aligned support consultants in the resolution of complex Customer issues and ensure that a comprehensive knowledge of the Customer deployment is available within the support function at all times.
- (c) The principle support consultant will be available to Customer via email, telephone and Lync (where federation exists) during the normal business day for their home time zone. Vodafone aims to locate the principle support consultant role in the closest region to Customer's key stakeholders and today has this service established in the UK, U.S and H.K.
- (d) Tickets will be routed to the resolver groups according to standard processes, the virtual project team members will prioritise tickets in the queue for the aligned Customer in addition to the SLA metrics.
- (e) A customised operations manual and service runbook will be created to capture any deviations to standard processes and procedures including reference materials to the architectural design considerations. This ensures service continuity by allowing for the possibility to overflow tickets into the wider L2 / L3 helpdesk function to ensure SLA adherence.

### 7.7 Service Element - Technical Solutions Management:

- (a) The purpose of technical solutions management is to provide a remote operational escalation point for service impacting incidents where Customer feels they need an additional level of engagement to that of the service desks.
- (b) The Technical Solutions Management will also:
  - (i) Create and maintain a Customer contact schedule which commits to at least 2 Customer account contacts per week;
  - (ii) Initiate 'Hypercare' following any P1 incident, track all tickets closely;
  - (iii) Monitor progress and intervene if required on any P2 incident;
  - (iv) Produce a dashboard showing Customer activity, issues, escalations, ticket volume and priority etc., on a monthly basis;
  - (v) Own and chair the Service Review with Customer on an 8 weekly cycle. Set up ad-hoc reviews should they be necessary;
  - (vi) Provide a single technical point of contact for Customer; and
  - (vii) The TSM will be available by email and phone and will conduct a remote service review on an 8 weekly cycle.

### 7.8 Service Element - Global Technical Solutions Manager.

- (a) The global technical solutions manager will perform the core technical solutions management activities and will be responsible for proactively managing the end-to-end service lifecycle including:
  - (i) Continual Service Improvement;



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- (ii) Service Improvement Plans;
  - (iii) Service Reviews; and
  - (iv) Stakeholder Management.
- (b) The global TSM will typically be localised to Customer and may attend service reviews in person.

### 7.9 Service Element - Executive Review:

- (a) Executive review ensures that senior management within the managed services organisation maintain a direct engagement with Customer senior stakeholders.
- (b) A bi-annual review will be conducted where business, platform and service strategy will be discussed. This review also provides an opportunity for Customer senior stakeholders (typically C level) to openly evaluate the service provision outside of the normal operational delivery team.
- (c) The output from this review is intended to inform the continual service improvement lifecycle and any associated service improvement plan with action items to remediate any open items.

### 7.10 Service Element - Lifecycle Management:

- (a) The purpose of lifecycle management is to identify and manage key factors that may affect the ability to provide a service that is transparent to Users while achieving business objectives.
- (b) The principle support consultant will work with Customer's key stakeholders to understand the key business objectives, use cases that device manager and its associated products is intending to address and linked with Customer's mobility strategy, produce a product lifecycle map that identifies all known parts of the ecosystem and the service dependencies.
- (c) This map is then used on a weekly basis to analyse market trends, developments and releases against the service. The expected outputs from this analysis are that early warnings of service impacting items are understood and mitigation plans are put in place to protect the service.
- (d) Examples of inputs to the map are:
  - (i) Device releases;
  - (ii) OS releases; and
  - (iii) Applications and data interrogation requirements.

### 7.11 Service Element - Release Management:

- (a) The purpose of release management is to ensure a smooth transition between releases for the device manager product. Release management may be triggered by items identified during lifecycle management.
- (b) For SaaS deployments release management will consist of:
  - (i) Configuration Review; and
  - (ii) New Feature and Business benefit review call with key stakeholder.
- (c) For D-SaaS deployments, release management will consist of:
  - (i) All SaaS deployment items;
  - (ii) Ability to withhold a particular release and/or identify alternate change windows;
  - (iii) Additional regression testing against deployed configuration and customer use cases; and
  - (iv) Change pack and release plan.

### 7.12 Service Element - Knowledge Management:

- (a) The purpose of knowledge management is to ensure that Customer's helpdesks and Users are able to utilise the service to maximum business benefit. Specifically, this includes:



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- (i) Recommendations on Knowledgebase and FAQ materials using incident and problem management as inputs;
  - (ii) Comprehensive update pack aligned to each release ensuring customer helpdesk is ready to support new features and changes;
  - (iii) Training videos relative to core functionality i.e. enrolment; and
  - (iv) Includes 1 remote helpdesk training session per quarter for up to 5 delegates in train the trainer style.
- (b) Offered as a separate chargeable professional service only:
- (i) User training both remote and onsite; and
  - (ii) On-site helpdesk training.

### 7.13 Service Element - Architecture and Configuration Consultancy:

- (a) The principal support consultant will provide ad-hoc advice and recommendations where required relative to best practice on platform architecture, current and future state configuration.
- (b) Guidance will be provided against:
  - (i) Load Balancing best practices both local and global;
  - (ii) On-Site high availability and DR design;
  - (iii) Mobile Device Configuration and Management;
  - (iv) Endpoint management (OSX, Windows 8.x / RT);
  - (v) Future functionality and impact to architecture design; and
  - (vi) Integration points such as SCEP, LDAP, ActiveSync and application tunnelling.
- (c) The above guidance can result in varying sets of deliverables throughout the Minimum Term. Where required, the principal support consultant will provide engineering resource to work with Customer to deliver the required functionality.
- (d) An annual end-to-end architecture review will be performed with Customer's key stakeholders, this review will be forward looking and align with support of Customer's mobile strategy and business objectives.

## 8. Administration Service

8.1 This optional and separately chargeable Administration Service offering provides an enhanced level of management and support (above that provided as part of the Support Service) for the Vodafone Device Manager solution, helping to further reduce the level of support required from Customer's IT department and/or administrators.

8.2 The Administration Service includes:

- (a) **Endpoint Administration:**
  - (i) Single object moves, additions, changes and deletes;
  - (ii) Apply appropriate settings to users and / or devices (e.g. groups, policies, profiles);
  - (iii) Initiate remote lock / wipe;
  - (iv) Bulk object moves, additions, changes and deletes; and
  - (v) Security, Policy and Profile creation, modification according to specification.
- (b) **Feature Administration:**
  - (i) Application import / upgrade to Apps@Work from public AppStore(s);
  - (ii) In-house application import / upgrade to Apps@Work;



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- (iii) Add / Remove Web@Work Bookmarks; and
    - (iv) Create Docs@Work configurations / repositories.
  - (c) **Troubleshooting:**
    - (i) Activation on Device Manager solution;
    - (ii) Corporate email and PIM access from device;
    - (iii) Application tunnelling and corporate access; and
    - (iv) Deployed profiles, settings and restrictions (i.e. Wi-Fi, VPN).
- 8.3 The Administration Service does not include the following:
- (a) Device specific functionality outside of MDM i.e. SMS, MMS;
  - (b) Device usage training for User / helpdesk;
  - (c) Hardware issues;
  - (d) Device Software Upgrade Issues (except for where initiated directly from the supported Device Manager platform); or
  - (e) Interfacing with wireless carriers.
- 8.4 The Administration Service will address service requests in accordance with the Administration Service target SLAs as set out in the Service Levels.

## 9. Additional Optional Service Elements

- 9.1 Vodafone Device Manager may be frequently updated with new functionality and to support additional mobile device operating systems. When Vodafone makes a new release available, its updated capabilities will be described in updated documentation and Customer's service shall be updated on the date(s) allocated by Vodafone for the issue of such update.
- 9.2 Depending on the hosting and licence option selected, Customer may elect to receive one or more of the following Optional Service Elements (which are described in more detail in clause 10 below):
- (a) AppSentry;
  - (b) Divide PIM;
  - (c) AppDN;
  - (d) Email+;
  - (e) BYOD;
  - (f) Extra Core Hosting;
  - (g) Extra Email Sentry Pair Hosting;
  - (h) Disaster Recovery; and
  - (i) Professional Services Package.

## 10. Description of Licences, Features and Options

Below is a description of the licences, features and options available as part of a Silver, Gold or Platinum Bundle or as an Optional Service Element:

- 10.1 **Apps@Work** - Apps@Work is an enterprise application storefront which manages both in-house developed applications and third party business applications that can be delivered to users. The built-in enterprise application storefront provides both tight security and an intuitive end-user experience for the distribution and delivery of mobile applications company-wide.



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- 10.2 **Docs@Work** - Docs@Work is an additional managed service, separately chargeable, which provides increased levels of security for accessing and sharing of documents on mobile devices. It includes 2 components:
- (a) 'Email Attachment Protection' which controls email attachments so that they can only be opened by Vodafone Device Manager, removes saved attachments when the device or user is out-of-compliance, and controls through policy whether applications can access secure email attachments; and
  - (b) 'Secure Mobile Access' to SharePoint which allows central configuration and access control, access to SharePoint content on-demand, offline data access to locally saved documents and revocation of access based on device trust. In order for a Device to be able to receive Docs@Work, Customer must also purchase the Support Service for such device.
- 10.3 **AppConnect** - AppConnect is an additional managed service, separately chargeable. An AppSentry is required where the application needs to access data behind the corporate firewall. AppConnect secures and protects in-house enterprise mobile applications. On mobile devices, secured applications reside and run within a passcode-protected secure container. Using AppConnect data leak prevention can also be enabled to prevent the user from being able to copy information from an AppConnect-enabled application and only open encrypted files in AppConnect enabled applications. An application can be made secure by either applying a process known as wrapping or creating an application using a SDK (software development kit). Publicly available applications which have been published to any application store can only be wrapped with the consent of the developer. Customer is solely responsible for obtaining such developer's consent.
- 10.4 **Web@Work** - Web@Work is an additional managed service, separately chargeable. For corporate intranet access an AppSentry is required. Web@Work utilises an AppSentry to enable secure web browsing of internal web resources such as the corporate intranet which resides behind the firewall. It can also be deployed without an AppSentry which provides no access to such data. The secure browser can be configured to restrict access to only those internal web resource users based on their group membership. If the user or device falls out of compliance, access to corporate web resources can be automatically blocked until the compliance issue is remediated.
- 10.5 **Tunnel** - The Tunnel application provides secure application specific VPN capability on iOS 7+ devices. It interacts with the Core and Sentry server infrastructure to allow managed applications and the Safari browser to access enterprise content from outside the enterprise network. Tunnel provides:
- (a) per application VPN on iOS 7+;
  - (b) any "App Store" application (using TCP protocol) to use per application VPN;
  - (c) Safari to access any internal application using per application VPN;
  - (d) internal corporate links in native iOS 7+ emails to automatically open in Safari; and
  - (e) direct certificate authentication to internal corporate applications.
- Tunnel is available in the Platinum Bundle.
- 10.6 **Dataview** - Dataview offers mobile data usage monitoring capabilities, enabling IT departments to set data limits and then notify Users, via real time alerts, so that they do not exceed their data plan limits, especially during roaming. This helps Users stay within their data usage plans. This supports IT departments in the management of operational costs and makes data usage predictive. Dataview is available in the Platinum Bundle.
- 10.7 **AppSentry** - Customer will be required to purchase an AppSentry pair (active and passive for resilience). The AppSentry is required to create the AppTunnel (a component of AppConnect that provides secure tunnelling and access control to protect application data in motion). The AppTunnel provides a secure tunnelled communication path between the mobile application and the enterprise server in the corporate environment, typically running behind the firewall. The communication channels are secured by an AppSentry, which authorises and reverse-proxies all application traffic to and from the AppConnect enabled application. AppSentry is strongly recommended to enable secure access to Customer's internal network via the AppTunnel for Docs@Work and Web@Work and to encrypt the traffic through the AppTunnel for AppConnect.





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10.8 **Divide PIM** - Divide PIM is an optional managed service, separately chargeable, based upon the Enterpoid Divide platform. The Divide platform allows the creation of a secure, corporate-controlled workspace on an Android or iOS device which is separate from non-corporate or personal data and applications. It provides a range of functionality to protect the data and applications within the segregated corporate workspace from a range of malware, data storage and data integrity attacks. At the same time, the native device experience is maintained. Non-corporate (personal) data and applications are excluded from the secured workspace and outside of the control of corporate IT. AppConnect is required to integrate Divide with corporate PIM. The administrator will need to configure the Divide application and notification will be provided to the user to go to Apps@Work to install the divide application for relevant OS on their device.

*Termination:* Vodafone's supplier may discontinue Vodafone's right to resell Divide PIM on 60 days' prior written notice ("**Divide PIM Notice Period**"). During the Divide PIM Notice Period, Vodafone may add on or renew

(i) subscription licenses for Customer and/or

(ii) Support Service for perpetual licenses for Divide PIM, provided that the expiration date for any such renewals or additions will be no later than 12 months after the last day of the Divide PIM Notice Period.

10.9 **AppDN** - AppDN is an optional managed service, separately chargeable, based on Akamai platform which manages in-house application provisioning without changing the User's experience. Users download and update their in-house applications as usual, with no new actions or training required. AppDN is seamlessly integrated with the Core and will need to be enabled once the Core is built. The administrator uploads an in-house application to the Core for distribution and configures the in-house application(s) to use the AppDN. The in-house application(s) are then cached securely in the Akamai network. Existing in-house application privileges and permissions are unchanged with the User experiencing faster application download.

Additional Restrictions for AppDN: AppDN Acceptable Use and Privacy Statement: Customer acknowledges that the AppDN Service is made available by use of the Akamai Cotendo services. Akamai's Acceptable Use Policy for Cotendo services (located at [www.akamai.com/html/policies/acceptable\\_use.html](http://www.akamai.com/html/policies/acceptable_use.html)) and privacy statement (located at [http://www.akamai.com/html/policies/privacy\\_statement.html](http://www.akamai.com/html/policies/privacy_statement.html)) are considered an integral part of this Agreement and are hereby incorporated by reference.

*Customer Responsibilities for AppDN:* Customer shall agree to:

(a) be solely responsible for the accuracy, quality, integrity and legality of data, information, applications, or other items that Customer loads for distribution via AppDN (the "**Customer Content**") and of the means by which Customer acquires, uploads, transmits and processes Customer Content;

(b) use commercially reasonable efforts to prevent unauthorized access to or use of the AppDN Service, and notify Vodafone promptly of any such unauthorised access or use; and

(c) make any disclosures to and obtain any consents from user of the AppDN Service as required by any applicable law, rule or regulation for the use, processing, transfer, disclosure, or access to Customer Content in or for AppDN or as otherwise contemplated by this Agreement. Customer acknowledges that Vodafone and the Third Party Provider reserves the right to cooperate with legal authorities and regulators in the investigation of alleged wrongdoing, including disclosing the identity of the party deemed responsible for the wrongdoing.

Customer agrees to indemnify, defend and hold harmless Vodafone, the Third Party Provider and any other suppliers from any third party claim arising from breach of the 'AppDN Acceptable Use and Privacy Statement; and 'Customer Responsibilities for AppDN' in the Third Party Provider User License Terms.

*Termination:* If Vodafone's supplier does not renew or extend its agreement with Akamai on or before the applicable expiration date, Vodafone may discontinue AppDN for new subscriptions. Vodafone's supplier will use commercially reasonable efforts to provide 30 days' prior written notice before any discontinuance and accordingly Vodafone will use commercially reasonable efforts to provide notice as to the remaining period before any discontinuance of AppDN. Any discontinuance shall not affect the right of Customer with a current subscription to AppDN to continue to use AppDN through the applicable subscription term for such product, but Customer will not be permitted to add-on or renew its subscription.



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10.10 **Email+** - Email+ is an optional managed service. It provides secure mobile access to enterprise email information in an Android environment only and allows organisations to preserve a native email experience. Vodafone will configure the Email+ application. To provide email attachment control with Email+, Docs@Work will need to be set up with AppConnect enabled Email+. Email+ is supported on devices with Android 4.0 and above. Charges for managing the Email+ service will apply. Customer may only use the Email+

- (a) in mobile phones, smartphones, laptops or tablets with the Server Software and
- (b) for Customer's use with services provided by EAS Enabled Servers.

*Termination:* Vodafone's supplier may terminate Vodafone's right to resell Email+ upon 30 days' written notice, and therefore, Vodafone may be required to terminate the Customer's right to use Email+ accordingly. Vodafone will use commercially reasonable efforts to provide notice as to the remaining period before any discontinuance of Email+. This paragraph shall be void and deemed deleted (without affecting the remaining provisions of this Agreement) to the extent that it is void or unenforceable under applicable law.

10.11 **BYOD Portal** - BYOD (bring your own device) Portal is an optional managed SaaS based service, separately chargeable which empowers Users of organisations to be more self-sufficient with their mobile devices by providing an easy and customisable self-service device enrolment experience and management portal. BYOD Portal allows organisations to roll out Vodafone Device Manager at scale, without causing a heavy burden on the organisation's helpdesk. With this service, the administrator will create a custom self-service device management experience for organisation's Users, allowing them to easily register and manage their corporate connected devices, both BYOD or corporate liable.

10.12 **Extra Core Hosting** - Customers requiring over 20,000 Devices will need to be set up on an additional Core platform as the standard Core capacity can support up to 20,000 Devices. Customers requiring multiple Core platforms for organisation structure reasons.

10.13 **Extra Email Sentry Pair Hosting** - Customers requiring over 20,000 Devices will need to be set up on an additional Sentry platform as the standard Sentry capacity can support up to 20,000 Devices. Customers requiring multiple Sentry platforms for organisation structure reasons.

10.14 **The Disaster Recovery Service** - This is an additional service, separately chargeable, and only available where Vodafone hosts the Server Software. This service provides failover to a secondary Device Manager platform. The 2 platforms synchronise automatically every 24 hours and a health probe diagnoses the primary platform every 60 seconds. After 3 probes fail consecutively the primary can be deemed as down, and triggers a start of all relevant services on the secondary platform located in an alternative geographic location. The full switch to the disaster recovery site takes place via manual interaction triggered from the disaster recovery process. The alternate site is continuously manned and operational, and is known as a "dark site" meaning that it remains constantly on standby and activates immediately in the event of a disaster at the primary site.

10.15 **Professional Services Package** - If the solution required for Customer includes additional complexity, then an additional Professional Services Package can be provided to ensure that the solution is successful. This includes an additional 10-day project management package and an additional 10-day technical consultancy post acceptance of Services.



## Service Levels

Enterprise Customers

### 1. Support Service - Severity Levels

Upon receipt of a Support Service request, the Support Service helpdesk shall allocate an incident number and classify the Support Service request into one of the four categories set out in the following table:

Severity Category	Severity Definition
<b>Critical – Priority 1</b>	A condition causing total loss of the operation of the Service (loss of the platform or communication to the platform) and affects significant amount of Customer's Users for which no procedural workaround exists.
<b>Serious – Priority 2</b>	A high-impact problem which causes a partial loss of the Service and affects a significant amount of Customer's Users. This problem may be the loss of functionality for a large group of Users of the key device management functions of the Service, such as enrolling, locking/wiping and pushing/managing policies. The problem allows for a capacity to remain productive and maintain necessary business-level operations.
<b>Medium – Priority 3</b>	A medium to low impact problem that involves partial functionality loss which impairs some of the operations of the Service for multiple Users but allows Customer to continue to function. For example, a loss of functions such as reporting and management of the application catalogue; or a condition causing total loss of the operation of the Service (loss of the platform or communication to the platform) which affects a single User or a small number of Users.
<b>Low – Priority 4</b>	General usage questions or comments regarding the Service and its functionality. There is no impact on the quality, performance or functionality of the Service which is within the reasonable control of Vodafone.

### 2. Support Service - Target SLAs

Device Management – Core Device Manager Service				
SLA	Measure	Standard	Enhanced	Premium
Incident Response – P1	Maximum time to respond including engagement of an Incident Manager	90% within 2 hours	90% within 1 hour	90% within 30 minutes
Incident Updates – P1	Maximum time between updates from Incident Manager during outage	90% within 4 hours	90% within 2 hours	90% within 1 hour
Incident Resolution – P1	Maximum time to resolve or provide a path to resolution where a total loss of functionality for all users / devices on the platform relative where platform is available (Platform SLA tracked separately)	90% within 2 Working Days	90% within 8 hours	90% within 2 hours
Production of Post Incident Review – P1	Maximum time to resolve or agree path to resolution	90% within 5 Working Days	90% within 5 Working Days	90% within 5 Working Days
Incident – P2	Maximum time to resolve or provide a path to resolution where a total loss of functionality exists for over 50% of the deployed devices.	90% within 5 Working Days	90% within 2 Working Days	90% within 6 hours
Incident – P3	Maximum time to resolve or provide a path to resolution where a total loss	90% within 8 Working Days	90% within 2 Working Days	90% within 1 Working Day



## Service Levels

Enterprise Customers

Device Management – Core Device Manager Service				
SLA	Measure	Standard	Enhanced	Premium
	of functionality exists for > 20% but not more than 50% of the deployed devices.			
Incident – P4	Maximum time to resolve or provide a path to resolution where issue exists for an individual User or Device and the Vodafone Global Helpdesk has performed initial troubleshooting to rule out configuration.  * Where the administration service is taken then this SLA shall apply to individual User incidents and troubleshooting	90% within 12 Working Days	90% within 4 Working Days	90% within 3 Working Days
Service Requests	Maximum time to implement, measured from receipt of request by the helpdesk except for where the request requires change management.	90% within 5 Working Days	90% within 2 Working Days	90% within 1 Working Day
Technical Service Reviews	Maximum time between technical service review with allocated Technical Service Manager	n/a	8 weeks	6 weeks

### 3. Administration Service - Target SLAs

Device Management – Core Device Manager Service				
SLA	Measure	Standard	Enhanced	Premium
Device Registration	Maximum time to activate a User, measured from receipt of request by the Vodafone Global Helpdesk	90% within 3 Working Days	90% within 2 Working Days	90% within 8 hours
Remote Lock/Wipe	Maximum time to send the lock/wipe command, measured from receipt of request by the Vodafone Global Helpdesk	90% within 3 hours	90% within 2 hours	90% within 1 hour
Creation of new user and add 1st device	Maximum time to create a new User, measured from receipt of request by the Vodafone Global Helpdesk. Valid for scenarios where no Device is ordered for new User through central ordering	90% within 3 Working Days	90% within 2 Working Days	90% within 8 hours
Bulk add devices / Users	Maximum time to bulk add devices and/or Users, measured from the Customer providing a list of multiple Users to be added (Assuming csv file in correct format).	Up-to 5000 – 90% within 3 Working Days Over 5000 – on request	Up-to 5000 – 90% within 2 Working Days Over 5000 – on request	Up-to 5000 – 90% within 8 hours Over 5000 – on request

# Vodafone Device Manager Service



## Service Levels

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Device Management – Core Device Manager Service				
SLA	Measure	Standard	Enhanced	Premium
Retire a device and / or User	Maximum time to deactivate a Device, measured from receipt of request by the Vodafone Global Helpdesk	90% within 3 Working Days	90% within 2 Working Days	90% within 8 hours
Add/remove Apps	Maximum time to add/remove mobile apps from allowed/disallowed listing, measured from receipt of request by the Vodafone Global Helpdesk	90% within 3 Working Days	90% within 2 Working Days	90% within 8 hours
Add Apps to in-house Apps Store	Maximum time to add apps to Customer's own apps store, measured from receipt of request by the Vodafone Global Helpdesk.	90% within 3 Working Days	90% within 2 Working Days	90% within 8 hours
Add Apps to recommended Apps list	Maximum time to add apps to Customer's own recommended apps list, measured from receipt of request by the Vodafone Global Helpdesk.	90% within 3 Working Days	90% within 2 Working Days	90% within 8 hours
Troubleshoot Customer profile queries	Maximum time to respond, measured from receipt of request by the Vodafone Global Helpdesk	90% within 3 Working Days	90% within 2 Working Days	90% within 8 hours
Implement security policies to Customer specification	Maximum time to implement, measured from receipt of request by the Vodafone Global Helpdesk	90% within 3 Working Days	90% within 2 Working Days	90% within 8 hours
Label and Group management to Customer specification	Maximum time to implement, measured from receipt of request by the Vodafone Global Helpdesk	90% within 3 Working Days	90% within 2 Working Days	90% within 8 hours
Create configuration to Customer specification	Maximum time to implement, measured from receipt of request by the Vodafone Global Helpdesk	90% within 3 Working Days	90% within 2 Working Days	90% within 8 hours

# Vodafone Device Manager Service

## Third Party Provider User License Terms



Enterprise Customers

### 1. Apple Third Party Developer Terms

- 1.1 Customer acknowledges that Vodafone's ability to provide the Software and Services for Apple ® devices is dependent upon services provided by Apple ®. In order for Vodafone to provide the Software and Services for Apple ® devices, Customer must:
- (a) follow the necessary steps to enable Customer to receive a security certificate generated by Apple ® including but not limited to entering into an agreement with Apple ® (either through the iOS Developer Enterprise Program <http://developer.apple.com/programs/ios/enterprise/> or the Volume Purchase Program <http://www.apple.com/uk/business/vpp/>) and pay Apple ® the requisite fee; and
  - (b) enter details of the security certificate generated by Apple ® (currently known as the "Apple Push Notification Service Certificate") onto Vodafone's administrative portal for the Software and Services and renew such certificate as required (presently on an annual basis).
  - (c) Vodafone excludes all liability in the event it is unable to provide the services manager for Apple ® devices due to Customer failing to carry out the activities set out in this paragraph (or any other requirements from Apple ® which are needed to enable Vodafone to provide the Product) or a failure of Apple ® to provide the service to Customer.

### 2. Microsoft® Exchange ActiveSync

- 2.1 With respect to Microsoft® Exchange ActiveSync ("**ActiveSync**"), the provision of this service (or software, as applicable) to Customer does not grant, and Customer does not receive, any rights under any Microsoft intellectual property with respect to any smartphone or other device software that Customer uses to access this service (or to access the functionality provided by software, as applicable).

With respect to Microsoft® Exchange ActiveSync, use is limited to internal use (including such use by agents or contractors exclusively on Customer's behalf) as part of the Supplier Basic Management/Advanced Management offering for the sole purpose of managing hand-held devices of Customer's employees, agents and/or contractors.



## Definitions

The following definitions are applicable to the Services:

<b>Active Device</b>	A Device which has been registered on the Core.
<b>Active User</b>	A user which has been registered on the Core.
<b>Administration Service</b>	The administration service set out in the Service Specification.
<b>Associated Company</b>	Any corporate body in which Customer has a Controlling Interest.
<b>Authorised Person</b>	Means any director, officer, employee or sub-contractor or adviser of a Party or of any company within such Party's group being either the Vodafone Group or the Customer Group.
<b>Authorised User</b>	Any director, officer, employee or sub-contractor of the Customer that receives a username and password in order to gain access to one or more of the Services.
<b>Carrier</b>	Any carrier of any communication services to Customer or any member of the Customer Group including Vodafone Group Companies.
<b>Controlling Interest</b>	The beneficial ownership of more than 50% of the issued share capital, or the legal power to direct the general management of the company in question.
<b>Core</b>	The software described in the Service Specification.
<b>Customer Content</b>	Has the meaning set out in the Service Specification.
<b>Data</b>	Personal Data and Traffic Data.
<b>Device</b>	A mobile device which is capable of receiving some or all of the Services.
<b>Platform Maintenance Service</b>	The platform maintenance service set out in the Service Specification.
<b>MyPhone@Work</b>	The self-service User portal to manage a User's own device.
<b>Optional Service Elements</b>	The optional Service Elements set out at clause 10 of the Service Specification.
<b>Perpetual Licence</b>	A perpetual licence of the Server Software.
<b>Secure Shell SSH</b>	The cryptographic network protocol for secure data communication known as SSH.
<b>Sentry</b>	The Sentry platform software described in the Service Specification.
<b>Server Software</b>	Means the Core and the Sentry (including any software which is provided by Vodafone and downloaded to any item of equipment and any new versions or releases issued to Customer).
<b>Subscription Licence</b>	A subscription licence of the Server Software.
<b>Subscription Licence Fee</b>	The monthly licence fee set out in the Commercial Terms and payable by Customer for each Subscription Licence purchased by Customer.
<b>Support Services</b>	The support services set out in the Service Specification.
<b>Territory</b>	As set out in the Commercial Terms.
<b>Third Party Carrier</b>	A Carrier which is not a member of the Vodafone Group.
<b>Traffic Data</b>	Any data processed for the purpose of the conveyance of a communication on an electronic communications network and for the billing thereof.
<b>Transfer Contract Clauses</b>	Means 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



## Definitions

	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.
<b>VPN</b>	Virtual private network.