

# Service Specific Terms

## Device Lifecycle Management

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### 1. The Service – Overview

- 1.1 The Vodafone device lifecycle management service (the “**Device Lifecycle Management Service**”) offers Customer professional and logistics services that enable the custom configuration of Devices for individual Users. The term “**Service**” or “**Services**” in these Service Specific Terms means the Device Lifecycle Management 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 Standard Service Elements and Optional Service Elements selected by Customer will be set out in the Commercial Terms and/or Order; and
  - (b) 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) Customer’s Standard Device Build Document;
  - (d) the General Terms;
  - (e) the Mobility Service Terms as set out at [www.vodafone.co.uk/terms](http://www.vodafone.co.uk/terms);
  - (f) the Order, which confirms the Service Elements selected by/for Customer; and
  - (g) any applicable policies and guidelines, as provided from time to time by Vodafone.

### 3. The Service and Equipment

- 3.1 The Device Lifecycle Management Service comprises professional and logistics services that enable the custom Provisioning of Devices for individual Users, including the configuration, roll-out and despatch of Devices, and the subsequent management of Customer’s Device estate.
- 3.2 The Commercial Terms and/or Order will identify which Equipment (including Devices), if any, Vodafone will supply to the Customer and which of such Equipment will be purchased by Customer. Associated Charges shall be set out in the Commercial Terms and/or Order.

### 4. Service Specific Conditions of Use

- 4.1 **Device Sales:** The Service is only available to Customers that buy new Devices and for as long as those Devices are covered by a Warranty. Once a Device is no longer covered by a Warranty, Vodafone’s obligations in respect of such Device shall cease (including any obligations under clause 3.4 of the Service Specification) and the Device shall no longer benefit from the Service. The charge for the Service does not include the cost of purchasing new Devices. New Devices must be ordered separately using Vodafone’s standard sales processes.
- 4.2 **MDM Platform Configuration:**
- (a) Customer will at its own cost configure its MDM platform and policies to meet the requirements necessary for deployment of the Service.
  - (b) Alternatively, as a separate service and at additional cost, Vodafone can review Customer’s MDM platform and assist Customer with the set up and configuration.
  - (c) Any MDM platform configuration that is required must be completed at least 6 calendar weeks prior to the start of the Standard Device Build Document stage of the Service, failing which Vodafone may suspend the provision of any Services, terminate any relevant Order without liability to Customer, and/or

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- recover any costs incurred (including, but not limited to, the cost of updating the Standard Device Build Document).
- (d) Vodafone shall not be responsible for any performance or non-performance issues with the Service caused by Customer not having complied with its obligations under this clause 4.1.
- (e) Changes to the MDM platform after the Standard Device Build Document is approved in writing by Vodafone may result in an increase in Charges and delay to the delivery of the Service.
- 4.3 **Third Party Provider:** Customer acknowledges that the Services (in part or in whole) may be sub-contracted by Vodafone to Third Party Providers. In addition to the rights to terminate the Service set out in the General Terms, Vodafone shall be entitled to terminate the Service if Vodafone's agreement with a Third Party Provider terminates for any reason. In such event, Vodafone will provide as much notice as is reasonably practicable to Customer.
- 4.4 **Availability of the Service:** The availability of the Service may be limited by maintenance work and technical defects in the Network. Vodafone shall use all reasonable efforts to inform Customer within 5 Working Days of any planned down time for maintenance purposes and shall use its reasonable efforts to keep any downtime between the hours of 02.00 and 06.00 GMT/BST.
- 4.5 **Device Manufacturer Requirements:** Customer acknowledges that Vodafone's ability to provide the Services may be dependent upon meeting the requirements of a Device manufacturer or additional services provided by the manufacturer (including, but not limited to, in the case of Services for Apple® Devices). Customer is responsible for meeting such manufacturer requirements and procuring any additional services specified by the manufacturer. Vodafone excludes all liability in the event it is unable to provide the Services for such Devices due to Customer failing to carry out the activities set out in this clause 4.5 (or any other requirements from a Device manufacturer which are needed to enable Vodafone to provide the same) or a failure of a Device manufacturer to provide the service to Customer.
- 4.6 **Provision of Access and Information:** To the extent that Vodafone determines is necessary to deploy and offer the Service, Customer will promptly:
- (a) provide Vodafone with such information, assistance and co-operation as Vodafone may reasonably require from time to time, including User or corporate Apple IDs, usernames and passwords;
- (b) provide Vodafone with written authority to accept end user licence agreements or other end user terms and conditions from time to time for specific applications or software (this clause is without prejudice to the general authority set out in clause 1.1 of the Third Party Provider User License Terms); and
- (c) ensure that Vodafone has download access to any bespoke applications created by or on behalf of Customer;
- Customer's failure to fulfil any of its obligations set out in this clause 4.6 in full or in a timely manner or in accordance with any agreed deadlines, may result in delay or non-performance of all or part of the Services and Customer will be responsible for any costs incurred by Vodafone as a result of such Customer failure.
- 4.7 **Excessive Application Size:** If any individual application exceeds 100mb in download size, or takes longer than expected to download, and this materially impacts the actual length of time it takes to Provision a Device (when compared to the estimated provisioning time), Vodafone may elect not to proceed with the Device rollout until it receives a change request and purchase order from Customer to cover the additional expense of the Provisioning activity.
- 4.8 **Warranty Periods:** warranty periods for specific Devices are detailed in Vodafone's Enterprise Device price list, a copy of which is available on request.
- 4.9 **Use of Customer's trademark:**
- (a) Customer grants Vodafone a non-transferable, perpetual, royalty-free licence to use Customer's registered trademark solely for the purposes of identifying Customer as a Vodafone customer in relation to the Services.
- (b) Vodafone acknowledges that Customer owns and will retain all rights, title and interest in and to Customer's registered trademark.

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- (c) Vodafone shall not place or depict Customer's registered trademark in any manner or in any materials that would tend to disparage, misrepresent or otherwise adversely affect Customer, or its reputation, products or services.
  - (d) Customer warrants that exploitation of Customer's registered trademark as anticipated in this clause 4.9 will not infringe the intellectual rights of any third party.
- 4.10 **Feedback:** During the term of the Agreement the Customer may provide feedback to Vodafone in relation to the Software and the Services and the 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 the Customer hereby assigns any Intellectual Property Rights in such feedback to Vodafone.
- 4.11 **Device End-of-Life:** Where a manufacturer of a Device declares that the type of Device is end-of-life (or otherwise stops marketing, selling, or sustaining it) Vodafone's obligations in respect of such Device shall cease (including any obligations under clause 3.4 of the Service Specification) and such Devices shall no longer benefit from the Services. Customer may request that, at Customer's cost, Vodafone replaces the end-of-life Device with another Device and continues to provide Services in respect of the replacement Device.

### 5. Data Protection

- 5.1 Where Vodafone is providing a managed service to Customer, Vodafone shall act as Data Processor and the following clauses shall apply.
- 5.2 Vodafone (and their subcontractors):
- (a) may Process User Personal Data for: (i) provision and monitoring of the Service; or (ii) any other purpose agreed between the parties subject to Customer's prior written consent. Additional instructions require prior written agreement and may be subject to Charges. Customer shall ensure that its instructions comply with Applicable Laws.
  - (b) may use User Personal Data to create statistical data and information about service usage and devices that does not identify a User.
  - (c) 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 (i) providing at least ten (10) Working Days' prior notice, or (ii) 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 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.
  - (d) 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.
  - (e) shall limit access to User Personal Data to those necessary to meet Vodafone's obligations in relation to the Service and take reasonable steps to ensure that they: (i) are under an appropriate statutory obligation of confidentiality; (ii) are trained in Vodafone's policies relating to handling User Personal Data; and (iii) do not process User Personal Data except in accordance with the Customer's instructions unless required to do so by Applicable Law.
  - (f) shall (i) provide appropriate technical and organisational measures for a level of security appropriate to the risks that are presented by Processing; and (ii) comply with the security requirements contained in the Vodafone information security policies based on ISO 27001;
  - (g) shall (i) provide Customer with such information, assistance and co-operation as Customer may reasonably require to establish compliance with Applicable Privacy Law including any personal data

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breach notification; (ii) without undue delay, notify Customer of any unauthorised access to User Personal Data of which Vodafone becomes aware, which results in loss, unauthorised disclosure or alteration to the User Personal Data; and (iii) where required by Applicable Privacy Law and requested by the Customer (prior to the processing), provide the Customer reasonable assistance to carry out a privacy impact assessment of the Services and any prior consultation of the relevant supervisory authority.

### 5.3 **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 Service;
- (b) obtain and maintain User consent to such Processing activities;
- (c) be responsible for providing any necessary authorisations to third parties including Third Party Carriers to disclose User Personal Data to Vodafone to enable Vodafone to provide the Services; and
- (d) comply at all times with all data protection terms set out in these Service Specific Terms and the Agreement.

Customer's failure to fulfil any of its obligations set out in this clause 4.6 in full or in a timely manner or in accordance with any agreed deadlines, may result in delay or non-performance of all or part of the Services and Customer will be responsible for any costs incurred by Vodafone as a result of such Customer failure

### 5.4 **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: (i) no more than once per annum following the Agreement Start Date, request to meet (on a mutually acceptable date) with one or more senior representatives of Vodafone's security and/or audit department to review Vodafone's security organization and the best practice and industry standards which Vodafone meets or to which it aspires, including, without limitation, ISO 27001 (or equivalent), provided that such audit shall relate to the Services only. If the Transfer Contract Clauses apply (the model contract clauses set out in the European Commission's Decision of 5 February 2010 on standard contractual clauses for the transfer of Personal Data to data-processors established in third countries, under the Directive 95/46/EC on the protection of individuals with regard to the processing of personal data and on the free movement of such data as may be amended or replaced by the European Commission from time to time), nothing in this clause 5.4 amends or varies those standard clauses nor affects any data subject or supervisory authority's rights under those clauses; and (ii) 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.

### 5.5 **Transfer of User Personal Data out of the EEA:** Vodafone may transfer User Personal Data to countries outside the European Economic Area only to the extent that (i) User Personal Data is transferred on terms substantially in accordance with the Transfer Contract Clauses for the transfer of Personal Data to processors established in third countries; (ii) that the transfer of User Personal Data does not put any member of Customer Group in breach of its obligations under Applicable Privacy Law; or (iii) it is required to do so by Union or Member State law to which it is subject; in such a case, Vodafone shall inform the Customer of that legal requirement before processing, unless that law prohibits such information.

### 5.6 **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.

### 5.7 **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 organizational measures, insofar as this is possible in the Customer's fulfilment of those obligations under Applicable Privacy Law.

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### 1. Standard Device Build Document

- 1.1 Vodafone will create a Standard Device Build Document for each combination of MDM application profiles that Customer wishes to deploy.
- 1.2 Customer will make available its project lead or technical advisor as Vodafone may reasonably require, for face to face or web meetings with the assigned Vodafone specialist mobility engineer and will cooperate with the Vodafone specialist mobility engineer and the Vodafone provisioning team to create and finalise the Standard Device Build Document.
- 1.3 The Customer will sign off the Standard Device Build Document in a timely manner, to indicate that it is an accurate reflection of the work Vodafone is to carry out within the scope of the Services.
- 1.4 Following such sign-off, Vodafone will create a prototype Device that will be sent to Customer for approval and validation that the Device meets Customer's requirements.
- 1.5 The prototype Device shall then be kept by Customer, and effectively becomes the first Device of the Services roll-out.

### 2. Provision of Devices

- 2.1 Provisioning of Devices will be scheduled after a Vodafone project manager has confirmed that all the pre-requisites on Vodafone's Provisioning checklist (as notified to Customer from time to time) have been met.
- 2.2 The following ten items may be covered under the Provision stage of the Services:
  - (a) **Insert SIM:** A blank SIM is inserted into the Device. Devices will be shipped as standard without the SIM card being activated.
  - (b) **Charge battery:** The Device battery will be charged to a minimum of 80% to enable work to be undertaken during Provisioning. Vodafone reserves the right to remove the battery from any Device prior to shipping.
  - (c) **Basic set-up:** Phone based (not SIM based) parameters will be configured during basic set-up in accordance with the Standard Device Build Document.
  - (d) **Activate encryption:** Customer acknowledges that activating encryption will impact the Device performance and, once activated, Device encryption cannot be de-activated without performing a factory reset on the Device.
  - (e) **Enrol:** Subject to the completion of MDM platform configuration work that relates to the Devices being provisioned prior to the start of the creation of the Standard Device Build Document, Vodafone will install Customer's chosen MDM mobile application software on the Device and enrol the Device onto Vodafone provided MDM platforms. If the relevant MDM platform requires an activation PIN for a Device, Customer undertakes to set the PIN expiration default setting to 30 days for the duration of Provisioning. Customer acknowledges that Vodafone is not responsible for configuring Customer's MDM platform, unless it has been provided by Vodafone.
  - (f) **Download and install software:** Vodafone will install the software nominated in the Standard Device Build Document using Wi-Fi.
  - (g) **Add e-mail account:** Vodafone will set up password-protected access to Customer's corporate e-mail accounts nominated in the Standard Device Build Document.
  - (h) **Asset tag:** Subject to (i) Customer providing tags to Vodafone for each Device at least 10 days prior to the start of Provisioning or (ii) a minimum order quantity of 1,000, in which case tags can be provided by Vodafone, Vodafone will attach a tamper proof asset tag to each Device. Vodafone will provide Customer with an excel spread sheet detailing asset tag reference numbers and corresponding User details.
  - (i) **Fit screen protector:** the screen protector nominated in the Standard Device Build Document will be fitted to each Device.
  - (j) **Package with accessories/bespoke packaging:** Vodafone will label the outer box of each Device to show the SIM number, IMEI number and corresponding username, and fit each with a tamper proof

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sticker. Vodafone will accommodate those bespoke packaging requirements, if any, set out in the Standard Device Build Document Any Customer specific inserts must be supplied by Customer before Provisioning.

### 3. Management of Devices

3.1 **"Manage"** and **"Managing"** means the deployment of Standard Service Elements and Optional Service Elements to help Customers manage their Device estate.

#### 3.2 Standard Service Elements:

- (a) **In-life ordering:** In-life ordering is a Standard Service Element provided to all customers. It enables customers to place orders for up to 25 Devices to be Provisioned, subject to administrative and Staging costs and any additional terms set out in the Standard Device Build Document. Customer will be:
  - (i) set up with an account on the SRM portal for Service requests (existing SRM portal users will have Services added to their available requests); and
  - (ii) provided with a bespoke Service order form to be used when they raise a new "order" service requests via the portal.
- (b) **Change management of the Standard Device Build Document:** Customer can request changes to the Standard Device Build Document at any time through the SRM portal by raising an incident ticket against their Service. This is a chargeable service.
- (c) **Standard inventory management and recovery:** When Provisioning is complete, Customer will be sent both paper and electronic copies of the associated details. This will include User details captured on Vodafone's Bulk Volume Order ("**BVO**") form and User details identified by Vodafone during Provisioning.

#### 3.3 Optional Service Elements:

- (a) **Enhanced inventory management and recovery:** Provides up to 10 Customer-nominated personnel with access to a database containing its inventory details via a web portal, and the ability to request changes to their database via the SRM portal (this database will only contain details of the Device estate that has been provisioned using the Service.) Enhanced inventory management and recovery is charged on a per User per month basis.
- (b) **Platinum inventory management and recovery:** Enhanced inventory management and recovery plus a refurbished replacement Device that has been provisioned according to Customer's Standard Device Build Document for any Devices that become defective during the Device warranty period.

#### 3.4 Inventory Management and Recovery Customer Warranty Claims:

- (a) **Standard and Enhanced:**
  - (i) Vodafone's Gold Recovery Policy (a copy of which will be attached to Customer's Standard Device Build Document) shall apply.
  - (ii) Customer must report defective Equipment to Vodafone's Technical Helpdesk,
  - (iii) If the Technical Helpdesk verifies Equipment as defective, Vodafone will arrange for the defective Equipment to be replaced with a refurbished Device or repaired (at Vodafone's discretion).
  - (iv) If Equipment is reported as faulty before 18:00hrs, Vodafone will replace it with a standard Device that has not been Provisioned, and will seek (without commitment) to do so the following Business Day before 18:00hrs on 98% of occasions.
- (b) **Platinum:** Where a Device carries a valid Warranty:
  - (i) Vodafone's Platinum Recovery Policy (a copy of which will be attached to Customer's Standard Device Build Document) shall apply.
  - (ii) Devices within their Warranty period must be returned to Vodafone.
  - (iii) Customer must report defective Equipment to Vodafone's managed service helpdesk via either a phone call, e-mail or by raising a service request within the SRM portal.

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- (iv) If the request is received before 11:00hrs on a Working Day, Vodafone will endeavour to procure delivery of a fully Provisioned replacement Device to Customer's specified location within the UK before 10:30hrs the next Working Day. If the request is received after 11:00hrs on a Working Day, Vodafone will endeavour to procure delivery of a fully Provisioned replacement Device as standard next day delivery, with no guaranteed arrival time.
- (c) Where returned Equipment is found by Vodafone not to be defective, Customer shall pay Vodafone on demand a "no fault found" Charge of £30.
- (d) If Equipment is found by Vodafone to be damaged or broken, an additional Charge may apply.
- (e) Devices outside of their Warranty period can be returned to Vodafone for repair or recovery at additional cost. Vodafone's charging structure is detailed in the Enterprise Device Price List.
- (f) To replace a lost or stolen Device, a new order must be placed via the SRM portal.

### 4. Service Level Targets

- 4.1 Unless expressly set out in these Service Specific Terms or the Customer's Standard Device Build Document, any service level agreements or targets relating to the delivery of the Service are indicative and provided for Customer guidance only; they are not binding on Vodafone and do not form part of the Service.

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## Third Party Provider User License Terms

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### 1. Third Party Licences

1.1 Where the delivery of the Services includes providing Customer or its Users with access to Third Party Services, Customer acknowledges that such Third Party Services may be subject to the terms of a User licence and/or service agreement, (including shrink wrap or click-through software licences) and/or open source licence (each a "**Third Party Licence**"). Vodafone will enter into Third Party Licences on a "back-to-back" basis with Customer and in accordance with the following provisions:

- (a) Customer agrees that Vodafone will perform the task of confirming any dialogue request required to initiate the Third Party Services as part of the Service (including, but not limited to, the following: "the software is about to perform a specific action ... do you agree [YES] or [NO]?") and Customer authorises Vodafone to sign or otherwise conclude such contracts without prior reference to Customer.
- (b) wherever in a Third Party Licence there is a reference to Vodafone or a term referring to Vodafone, for the purposes of this Agreement, a reference to Customer or a term referring to Customer shall be substituted. Accordingly, Customer warrants and represents to Vodafone that it will:
  - (i) discharge in full all the duties, and observe all of the obligations, imposed upon Vodafone in any Third Party Licence; and
  - (ii) observe the terms and conditions attaching to Third Party Services including (but not limited to) those relating to use of and/or access to the Third Party Services;
- (c) Customer acknowledges that a Third Party Licence does not necessarily grant, nor does Customer necessarily receive, any Intellectual Property Right with respect to any Software that Customer uses to access Third Party Services (or to access the functionality provided by Software, as applicable);
- (d) the relevant Third Party Provider shall be Customer's primary contact in respect of the content and supply of Third Party Services;
- (e) Customer will reimburse all expenses, costs and charges reasonably incurred by Vodafone in connection with a Third Party Licence;
- (f) Customer is directly liable to a Third Party Provider for all payments to be made in connection with the Third Party Services, including any connection or Access Fee.
- (g) without prejudice to (e) above, Customer shall indemnify Vodafone against all losses, claims, demands, costs and expenses incurred or suffered by Vodafone (including all claims for liquidated damages, any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses)) arising out of a Third Party Licence; and
- (h) Vodafone may at any time and at its sole option, set off any liability of Customer against any liability of Vodafone to the Third Party Provider.

1.2 The most frequent Third Party Licences that Vodafone is requested to accept are the following (as updated from time to time):

- (a) Microsoft Windows OEM license bundled with a Device;
- (b) Airwatch End User License Agreement;
- (c) Good Technology End User License Agreement;
- (d) Apple iOS Software License Agreement; and
- (e) Google products and services.

### 2. Disputes under Third Party Licences:

2.1 Either party will give notice in writing as soon as possible to the other, after it becomes aware of any dispute arising out of a Third Party Licence. Vodafone shall, in its absolute discretion, decide what action to take, (if any) and shall have exclusive control over and conduct of all claims and proceedings. Customer shall not make any admissions other than to Vodafone and shall provide Vodafone with all assistance that it may reasonably



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require in the conduct of any claims or proceedings. The indemnity set out in clause 1.1(g) above shall extend to any such claims or proceedings.

### 3. Termination of Third Party Services

- 3.1 If a Third Party Provider terminates access to the Third Party Services and notifies Vodafone of the same, 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.

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## Definitions

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The following definitions are applicable to the Service:

<b>Device</b>	a mobile device which is capable of receiving some or all of the Services and shall be included in the definition of Equipment.
<b>GMT/BST</b>	Greenwich Mean Time / British Summer Time.
<b>MDM</b>	mobile device management.
<b>Optional Service Element(s)</b>	any additional service elements as set out in clause 3.3 of the Service Specification.
<b>Provision and Provisioning</b>	the configuration (also known as <b>Staging</b> ), roll-out and despatch of Customer's Devices according to the Standard Device Build Document.
<b>SRM</b>	service request management.
<b>Standard Device Build Document</b>	a document to be created by Vodafone for Customer, forming part of the overall Agreement, detailing how Customer's Devices are to be configured as part of the Service.
<b>Standard Service Element(s)</b>	the standard service elements as set out in clause 3.2 of the Service Specification.
<b>Third Party Carrier</b>	any carrier of any communication services to Customer or any member of Customer Group including Vodafone Group Companies, which is not a member of Vodafone Group.
<b>Warranty</b>	a warranty referred to in clause 4.8.