



Service Specific Terms

Apple Device Enrolment Programme Facilitation Service

Enterprise Customers

1. The Service – Overview

- 1.1 The Vodafone Apple device enrolment programme facilitation service (the “**Apple DEP Facilitation Service**”) implements and manages the enrolment of Customer’s Authorised Devices in Apple’s device enrolment programme (the “**Apple DEP**”). The term “**Service**” or “**Services**” in these Service Specific Terms means the Apple DEP Facilitation Service.

2. Service Term Structure

- 2.1 These Service Specific Terms include the Third Party Provider’s User License Terms.
- 2.2 The following documents further govern Vodafone’s supply of the Service and form part of the Agreement, applying in the order of precedence set out in the General Terms:
- (a) the Commercial Terms;
 - (b) the General Terms;
 - (c) the Mobility Service Terms; and
 - (d) any applicable policies and guidelines, as provided from time to time by Vodafone.

3. The Service and Equipment

- 3.1 Apple DEP enables Customer to automate the configuration of its chosen MDM Service on Authorised Devices. Through the Apple DEP Facilitation Service, Vodafone assists Customer in implementing Apple DEP by submitting Customer’s data and the Relevant Information for Authorised Devices to Apple for enrolment in, or removal from Apple DEP, in accordance with these Service Specific Terms.
- 3.2 The Service does not include: (a) administering servers, uploading MDM Service provision settings or assigning Authorised Devices to MDM servers within Customer’s account or (b) the administration of Customer’s Apple DEP Portal.
- 3.3 The provision of Authorised Devices and any other Equipment relevant to the Service shall be covered by separate Service Terms.
- 3.4 Customer acknowledges that Apple DEP is provided and controlled by Apple. Vodafone’s provision of the Apple DEP Facilitation Service is contingent upon Customer agreeing to, and remaining compliant with, the Apple Device Enrolment Program Agreement, as updated from time to time.

4. Service Specific Conditions of Use

- 4.1 **Authorisation:** Customer hereby expressly authorises Vodafone, to act on its behalf, for the limited purposes of enabling and managing enrolment of Customer’s Authorised Devices on Apple DEP.
- 4.2 **Consents:** Customer represents and warrants that it has or will obtain all necessary rights and consents from its Users to implement Apple DEP and issue Authorised Devices.
- 4.3 **MDM Service:** Customer will need to have an MDM Service in order to utilise the features of Apple DEP. MDM Services, including the provision, implementation, management or maintenance of any such MDM Service, are not provided by Vodafone under these Service Specific Terms. Ensuring the compatibility of any MDM Service with Apple DEP is the responsibility of Customer.
- 4.4 **DEP Identification Numbers:**
- (a) Customer’s DEP ID is [Insert Number]. If Customer has not been allocated a DEP ID by Apple, then Customer acknowledges that the Apple DEP Facilitation Service cannot be provided before receipt of such DEP ID.
 - (b) Customer may use the Reseller DEP ID upon the Service Commencement Date.
- 4.5 **Apple DEP Enrolment:**
- (a) The Relevant Information for all Authorised Devices, ordered after the Service Commencement Date, will be submitted automatically for enrolment into Apple DEP. Customer is solely responsible for ensuring that the Authorised Device has been successfully registered into Apple DEP and any relevant MDM prior to distribution to any User.



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- (b) Customer acknowledges and accepts that not all devices are eligible to be added to Apple DEP and that Vodafone does not determine the eligibility of a device to be an Authorised Device.
- (c) For avoidance of doubt, devices that are personally owned by an User (e.g., "BYOD" devices) are not permitted in Apple DEP and are not Authorised Devices.
- (d) Customer may request that Historical Devices are enrolled into Apple DEP. Vodafone may request Customer to sign a consent form prior to the enrolment of a Historic Device. In any event, Customer warrants that each such device is an Authorised Device and accepts liability for any claim arising from loss of data resulting from the enrolment onto Apple DEP.
- (e) Information provided by Customer will be current, true, accurate and complete and Customer will promptly notify Vodafone of any changes to the information, including the sale or transfer of any Enrolled Device(s).
- (f) Vodafone shall use its reasonable efforts to provide the Relevant Information for enrolment of Authorised Devices or removal of Enrolled Devices, as applicable, in a timely fashion. Customer acknowledges and accepts that Vodafone is not responsible for the activation of the request on Apple DEP servers.

4.6 Returns and Repairs:

- (a) Customer acknowledges and accepts that in relation to Enrolled Devices the Recovery Policy or equivalent Customer specific agreement for return and repairs are supplemented by these Service Specific Terms and in the event of conflict these Service Specific Terms shall apply.
- (b) A Replacement Device will be automatically enrolled in Apple DEP and the original Enrolled Device will not be returned to Customer.
- (c) Customer acknowledges and agrees that:
 - (i) prior to reporting any fault with an Authorised Device, Customer must perform appropriate checks to ensure the existence of a fault; and
 - (ii) it is responsible for reporting a fault with an Authorised Device and providing the correct information regarding the Authorised Device (e.g. IMEI number).
- (d) Customer has seven (7) days to deliver the faulty Enrolled Device to Vodafone or its nominated representative, from the time and date that the fault was reported to Vodafone. Failure to return the faulty Enrolled Device or returning a different device to the one reported will result in clause (f) being applied.
- (e) In the event that the returned Enrolled Device is deemed by Apple to be: i) no fault found, ii) Customer-caused fault or iii) out-of-warranty, then clause (f) shall apply.
- (f) Customer acknowledges and accepts that failure to comply with these Service Specific Terms, notably clause (c), and/or (d) or in the event clause (e) applies then Customer will be charged for the Replacement Device at the then Enterprise Device Price List in addition to a reasonable Vodafone administration charge.
- (g) Due to the nature of Apple DEP, Vodafone is unable to offer exchange of Authorised Devices for non-Apple devices.

4.7 Removal of Enrolled Devices:

- (a) If an Enrolled Device ceases to be an Authorised Device or Customer elects at its own discretion to remove the Enrolled Device from Apple DEP, then Customer shall notify Vodafone of such as soon as reasonably practicable.
- (b) Customer will not resell any Authorised Devices with MDM enrolment settings enabled and Customer agrees to remove such devices from MDM management in the Apple DEP web portal prior to reselling them or transferring them to a non-authorised user.
- (c) Vodafone may require a consent form to be signed by t Customer, prior to removing the Enrolled Device from Apple DEP. In any event, Customer warrants that each such device is an Authorised Device and accepts liability for any claim arising from loss of data resulting from the removal of the Enrolled Device from Apple DEP.

4.8 **Limitations:** Vodafone is not the provider of Apple DEP and Customer acknowledges and agrees that, to the extent permitted by Applicable Law, Customer's use of, or inability to use, the Apple DEP Services is at Customer's sole risk, and that the entire risk as to the satisfactory quality, performance, accuracy and effort is with Customer.

4.9 **Indemnity:** Customer agrees to indemnify and hold harmless Vodafone from any and all claims losses, liabilities, damages, expenses and costs incurred by Vodafone and arising from or related to any of the following: (i) Customer's use of Apple DEP; and/or (ii) any claims, including but not limited to, any User claims, or third party claim about Customer's



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- 4.10 use, deployment or management of Authorised Devices; and/or (iii) claims arising from Apple as a result of any act or omission of Customer.
- 4.11 **Termination:** In addition to the termination rights set out in the General Terms and/or Mobility Service Terms, either Party can terminate the Apple Device Enrolment Programme Facilitation Services by providing 30 days' written notice to the other Party.
- (a) In the event of termination by either Party, then Customer will notify Vodafone whether it will:
- (i) cease using Apple DEP, in which case, upon notification both Parties will remove all Customer's Enrolled Devices from Apple DEP; or
 - (ii) continue using Apple DEP, in which case, Vodafone will no longer provide the Services outlined in these Service Specific Terms and Customer will have an ongoing obligation to comply with the obligations set out in these Service Specific Terms, notably clauses 4.5(e) and 4.7(a).

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Definitions

The following definitions are applicable to the Service

Apple	Apple Inc.
Apple DEP	the Apple Device Enrolment Programme provided by Apple.
Apple DEP Facilitation Service	the facilitation services provided by Vodafone to enable enrolment of Customer's Authorised Device in Apple DEP.
Authorised Device(s)	Apple-branded products that are owned by Customer and supplied by Vodafone, which have been designated for use by Users only, and that are eligible for use in Apple DEP as determined by Apple.
DEP ID	the Apple DEP identity provided to Customer by Apple.
Enrolled Device(s)	an Authorised Device which has been successfully enrolled in Apple DEP.
Historic Devices	Authorised Devices which Customer purchased prior to the Commencement Date and has requested to be enrolled in Apple DEP.
MDM	mobile device management.
Replacement Device	a device issued to Customer following Customer reporting a fault to an Enrolled Device.
Relevant Information	the information required for Apple DEP enrolment of an Authorised Device or removal of an Enrolled Device on Apple DEP, which includes order number, order date, Customer DEP ID, Reseller DEP ID and list of IMEIs.
Reseller DEP ID	the DEP identification assigned to Vodafone by Apple.
Third Party Provider's User License Terms	Apple Device Enrolment Program Agreement, as updated from time to time