

# Fixed Service Terms

Enterprise Customers



## 1. General

These Fixed Service Terms should be read in conjunction with the Commercial Terms, Service Specific Terms, General Terms and other applicable parts of this Agreement.

### 2. Commencement and Delivery

**2.1 Service Term:** The Service Commencement Date, Minimum Term and Renewal Term for each Service are set out in the Commercial Terms and/or the Orders.

**2.2 Agreed Delivery Date:** Vodafone shall use reasonable endeavours to deliver a Service by the Agreed Delivery Date. If Customer requests a change before completion of delivery of the Services, Vodafone shall either adjust or cancel the applicable Service, subject to any Recovery Charge, and/or amend the Agreed Delivery Date, as applicable.

**2.3 Service Commencement Date:** The Service will be subject to Vodafone's standard acceptance testing criteria. Once Vodafone considers that the criteria has been met, Vodafone will make the Service available to Customer or notify Customer that the Service is ready for use. Both circumstances shall comprise the Service Commencement Date. Customer shall notify Vodafone within 5 Working Days of the Service Commencement Date if the Services do not conform to the standard testing criteria and provide sufficient supporting details. Upon receipt of notification, Vodafone shall take reasonable action to meet the standard testing criteria.

**2.4 Expedited Delivery:** If expedited delivery is available and requested by Customer, Vodafone will use reasonable efforts to meet an expedited Agreed Delivery Date (subject to additional charges). Service Levels (where available) do not apply to an expedited delivery date.

**2.5 Customer Delays:** If a Customer's act or omission delays the Service Commencement Date, then Vodafone may start billing Recurring Charges from the original Agreed Delivery Date and charge Customer for its reasonable costs (including Third Party Provider costs) that result from the delay. Alternatively, Vodafone reserves the right to review the Charges. Examples of Customer delays are Customer's failure to: (a) provide complete or accurate information, access, or assistance as reasonably required, (b) complete necessary works resulting from a Site Survey or (c) procure and maintain Mandatory Accompanying Services or Technical Prerequisites. If the delay extends 60 Working Days beyond the original Agreed Delivery Date, Vodafone may terminate the Service and apply a Recovery Charge. If appropriate, Vodafone will set a new Agreed Delivery Date.

**2.6 Freeze Periods:** Vodafone may delay the implementation of Services or changes to Services during Freeze Periods if in Vodafone's reasonable opinion there is a material risk of disruption to the Services or services provided to its other customers.

### 3. Fixed Service Equipment terms

**3.1 Vodafone-Owned Equipment:** The following will apply where Vodafone provides Fixed Equipment for Customer's use with a Service:

(a) **Title:** Title to the Fixed Equipment at all times belongs to Vodafone, its suppliers or subcontractors (subject only to any rights which may be granted to Customer in respect of Vodafone Software as set out in the Service Specific Terms).

(b) **Vodafone Obligations:** Vodafone will, to the extent set out in the Service Specific Terms, be responsible for the installation, maintenance, performance, change requests and compatibility of the Fixed Equipment with the Services.

(c) **Customer Obligations:** Customer agrees to:

(i) provide secure storage for Fixed Equipment that is sent to Customer Sites prior to installation;

(ii) use the Fixed Equipment only for the purpose of using the Services, in accordance with Vodafone's instructions and Applicable Law;

(iii) allow only Vodafone's authorised representatives to add to, move, modify, inspect, test or alter the Fixed Equipment (either on Customer Site or remotely);

(iv) adequately insure for, and notify Vodafone immediately of, loss, breach or suspected breach or damage to the Fixed Equipment;

(v) only connect the Fixed Equipment to the Network using a network termination point that has been approved in advance by Vodafone;

(vi) return the Fixed Equipment to Vodafone upon termination of the Service or upon its replacement by Vodafone and if requested by Vodafone, store the Fixed Equipment for up to three months;

(vii) provide Vodafone with adequate power supply, connection, and space for the operation of the Fixed Equipment at Customer Sites and in the case of CPE, patch cords and cabling and provide Vodafone 10 Working Days' notice of any known disruptive event (such as power disconnection); and

(viii) additionally, specifically in relation to CPE:

(A) appoint a local security representative to ensure the physical security of the CPE who will grant access by approved authorised personnel only and conduct routine physical checks, including ensuring tamper evident labels remain intact; and

(B) ensure that the physical environment in which the CPE is housed is appropriate for the protective marking of the data being transmitted through such Fixed Equipment. In particular (i) CPE must be located in a communications room or other isolated area that is suitable to limit the occurrence of accidental or malicious damage to the CPE; and (ii)

if the CPE is located in a shared environment, then it must be kept in a dedicated locked cabinet or rack. If that is not possible, robust access control mechanisms must be implemented by Customer, with access only available with prior approval from Customer's local security representative.

**3.2 Customer Equipment:** Where Customer provides Customer Equipment for use with a Service Customer shall (and Customer acknowledges that failure to do so will excuse Vodafone from liability for failure to deliver the Service):

(a) install and configure the Customer Equipment at the Customer Sites by the date necessary to allow Vodafone to perform its obligations;

(b) maintain the Customer Equipment including prompt installation of security patches and updates;

(c) promptly after the Service terminates, give Vodafone access to and reasonable help with disconnecting Customer Equipment from the Service; and

(d) warrant and undertake that Customer has full authority to permit Vodafone to perform the Services using the Customer Equipment

**3.3 Equipment Indemnity:** Customer shall indemnify Vodafone against:

(a) any loss of or damage to any Equipment on a Customer Site caused by any negligent act or omission or wilful misconduct of Customer, its employees, agents or subcontractors.

(b) any and all liability and costs which Vodafone suffers if Customer breaches 3.1(c) above.

### 4. Customer Sites

**4.1 Customer Obligations:** For the purposes of preparing for and delivery of the Services, Customer shall:

(a) carry out, or permit Vodafone or its subcontractors to conduct, a Site Survey;

(b) prepare the Customer Site for the Services in accordance with Vodafone's instructions;

(c) allow and/or have in place (or assist Vodafone to do so at Customer's cost) all third party consents necessary to allow Vodafone or its subcontractors and agents (and obtain consents from third parties to allow) to:

(i) access the Customer Sites, and any Customer Equipment, Fixed Equipment or Equipment, and third party property located there, as Vodafone reasonably requires to perform its obligations under this Agreement (including for the purposes of installing and uninstalling Equipment (whether in the Customer Sites or outside) and providing and preparing for the provision of, the Services) and including access outside Working Hours; and

(ii) ensure that Customer Sites are safe and have a suitable working environment.

**4.2 Vodafone Obligations:** Vodafone shall: (i) comply with any reasonable Customer access and security procedures for Customer Sites which are made known to it; and (ii) carry out installation and maintenance work during Working Hours (where such work does not involve any suspension of the Services), or carry out such works outside of Working Hours where Customer requests this or where Vodafone is unable to carry out such works during Working Hours for reasons outside of Vodafone's control (additional charges may apply in these circumstances).

**4.3 Ancillary Charges:** Vodafone may charge Customer for Ancillary Charges or any additional costs Vodafone incurs as result of any breach of the above Customer Obligations.

### 5. Third-Party Providers

**5.1 General:** Services may be provided by a Third-Party Provider. If a Third-Party Provider terminates Customer's right to use the Service, Vodafone will be excused from liability related to failure to deliver the relevant Service.

**5.2 Third-Party Provider Agreements:** Third-Party Provider terms will either be set out in a separate agreement directly between Customer and the Third-Party Provider (including, if relevant, shrink-wrap or click through agreements), or set out in the Service Specific Terms. If Customer fails to accept the Third-Party Provider's terms and conditions, Customer will not be able to access the affected Service Elements and Vodafone is excused from liability for failure to deliver. Customer may request Vodafone act as its agent for the purposes of managing the Third-Party Provider, including for placing orders, reporting faults, incidents or problems, receiving invoices from, and making payments to, a Third-Party Provider.

**5.3 Incumbent Providers:** If an Incumbent Provider is unable, declines, or ceases to provide a required Service, Vodafone will terminate the affected Service(s) and neither Party will be liable to the other as a result of this termination. Vodafone is not responsible for delays caused by Incumbent Providers.

### 6. Conditions of Use

**6.1 Mandatory Accompanying Services:** If Mandatory Accompanying Services apply to a Service, Customer shall maintain the Mandatory Accompanying Services during the Minimum Term and any applicable Renewal Term(s), but may elect for those services to either be supplied and managed by Vodafone or by a Third Party Provider, unless otherwise specified in this Agreement. If Customer fails to purchase or maintain the Mandatory Accompanying Services, Vodafone may terminate the Service and charge Customer any applicable Recovery Charge.

# Fixed Service Terms

Enterprise Customers



## 7. Emergency Services

7.1 **General:** In the event of a power cut or failure affecting Customer's fixed line and/or broadband Service, Customer may not be able to make calls including calls to emergency services.

7.2 **Customer obligations:** Customer shall:

- (i) provide Vodafone with complete and accurate Customer Site address information; and
- (ii) give Vodafone at least 30 days' written notice of any change to the location of any Fixed Equipment and to any change to the relevant Customer Site address information
- (iii) Customer acknowledges that any failure to provide the information required may render emergency services unable to identify Users location.

7.3 **Calls using the internet:** Additionally, where a Service places calls using the internet, Customer shall:

- (i) make Users accessing the Service via a soft client aware that Vodafone may be unable to automatically determine their location if they make an emergency services call using the Services; and
- (ii) ensure that such Users provide their location details in the event that they make an emergency services call using the Services.

In the event of a power failure, the emergency call placed will be routed over the Network and not through the Service.

## 8. Relocation

8.1 **General:** Vodafone may require:

- (i) Customer Equipment located in a Data Centre or;
- (ii) Customer hosted data in a specific Data Centre specified in the Agreement to be relocated. Such relocation may be within the same Data Centre or to another Data Centre.

8.2 **Vodafone Obligations:** In relation to a request under clause 8.1, Vodafone shall:

- (i) provide no less than three months' notice to the Customer; and
- (ii) pay all pre-agreed reasonable costs and expenses incurred in connection with such relocation of the Customer Equipment if the Customer is within the Minimum Term for the affected element of the Service.

8.3 Vodafone will, when specifying the timescale for any relocation of the Customer Equipment or hosted data, use reasonable endeavours to consult with the Customer to minimise the disruption to the Service.

8.4 **Customer Obligations:** Customer shall cooperate with Vodafone requests under this clause 8 in a timely fashion.

## 9. Fixed Definitions

Applicable to the Fixed Services and/or associated elements of the Commercial Terms:

<b>Agreed Delivery Date</b>	the delivery date to be provided by Vodafone to Customer for a Service.
<b>Ancillary Charges</b>	ancillary, excess, construction or miscellaneous Charges necessary for the provision and support of the Service. A non-exhaustive list of the relevant Ancillary Charges are set out here: <a href="http://www.vodafone.co.uk/cs/groups/public/document/s/document/fixed-line-ancillary-charges.pdf">http://www.vodafone.co.uk/cs/groups/public/document/s/document/fixed-line-ancillary-charges.pdf</a> as maybe updated from time to time.
<b>CPE (customer premises equipment)</b>	Fixed Equipment on Customer Site.
<b>Data Centre</b>	a Vodafone or Vodafone-selected third-party data centre(s), where Vodafone provides Customer with cloud or hosting Services.
<b>Fixed Equipment</b>	hardware, Vodafone Software, CPE and any other tangible equipment (other than SIMs and Mobility Equipment) supplied by or on behalf of, Vodafone to Customer for use in receiving the Services.
<b>Freeze Period</b>	the period commencing on or around 1 December and expiring on or around 15 January each year; and (ii) the duration of events involving a significant spike in Network usage.
<b>Installation Charges</b>	the Charge for installation of the Services at a Customer Site as detailed in an Order or the Commercial Terms.
<b>Mandatory Accompanying Services</b>	any mandatory accompanying services specified in the Service Specific Terms relating to a Service.
<b>Site Survey</b>	a survey of a Customer Site to assess whether (in Vodafone's opinion) the existing infrastructure is sufficient for providing the Services at that Customer Site.