

# Commercial Terms

## Vodafone Business Fleet Analytics Service



Enterprise Customers

### 1. Term and Commitment

1.1 **Commercial Commitment:** Vodafone's offer is based on Customer using the Service for the Minimum Term.

(a) The **Minimum Term** is:

- (i) 12 months where the Customer elects to purchase the Service through the Un-amortised Commercial Model; or
- (ii) 36 months where the Customer elects to purchase the Service through the Amortised Commercial Model

(b) At the expiry of the Minimum Term, the Service shall continue unless and until terminated by either Party on not less than 30 days written notice to the other Party as detailed in clause 1.3.

(c) Your Order Form will set out the Minimum Term and subsequently the Commercial Model which is applicable to your Order.

1.2 **Service Commencement Date:** The date that the Service is first provided under this Agreement.

1.3 **Renewal Term:** is 30 days rolling monthly term following expiry of the Minimum Term or Renewal Term then in effect.

If the Service enters a Renewal Term, then either Party may end the Service (in whole or partly) on 30 days written notice to the other, provided that the Service ends on or after the expiry of the then current Renewal Term.

The Service will renew automatically unless either Party notifies the other of its intent not to renew at least 30 days prior to the expiry of the Minimum Term or Renewal Term then in effect.

1.4 **Recovery Charge:** If the Service is terminated prior to the end of the Minimum Term or during a Renewal Term the Customer shall pay the Recovery Charge as set out below to Vodafone within 30 days of the date on the invoice:

(a) **Termination prior to the Service Commencement Date:** If Customer terminates a Service or Service Element after acceptance of an Order, but before the relevant Service Commencement Date, the Recovery Charge equals:

100% of Recurring Charges for the terminated Service or Service Element x the number of whole and partial months remaining in the Minimum Term from the date of termination.

(b) **Termination after the Service Commencement Date:** If Customer terminates a Service or Service Element after the Service Commencement Date but before the expiry of the Minimum Term, the following Recovery Charge(s) apply:

Termination Date	Percentage of Charges
<b>before expiry of the Minimum Term</b>	(a) 100% of Recurring Charges for the terminated Service Elements x the number of whole and partial months remaining in the Minimum Term following from the date of termination
<b>before expiry of the Renewal Term</b>	(a) 100% of Recurring Charges for the terminated Service Elements for the whole month of the Renewal Term from the date of termination

1.5 If the Customer has multiple Fleet Analytics Services in a single Order, if one Service is terminated in the Order, all other Services in the Customer's Order will also be cancelled.

1.6 Modification of the Service. Vodafone may adjust (including the Charges or imposing a One-Off Charge) or cancel the Service, a Service Element or an Order (in whole or in part):

(a) if Customer requests a modification to the Services before the Agreed Delivery Date or Service Commencement Date; and

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- (b) if changes are necessary as a result of:
  - (i) Customer providing inaccurate or incomplete information; or
  - (ii) a Third Party Provider changing its charges to Vodafone.

For the avoidance of doubt, no request can be made by the Customer to modify the Services during the Minimum Term or a Renewal Term.

If changes are, or cancellation is, due to Customer's acts or omissions, Customer will be responsible for Vodafone's reasonable costs resulting from the modification and Recovery Charge resulting from the cancellation.

## 2. Charges

### 2.1 Recurring Charge:

- (a) A standard, monthly subscription plan shall apply to the Devices the Customer elects to purchase, (the "**Subscription Plan**").
- (b) Charges for the Subscription Plan are detailed the Order Form and shall depend on which of the following commercial models the Customer selects upon purchase of the Service:
  - (i) "**Un-amortised Commercial Model**": Customer pays an Equipment Charge up-front (for the Equipment ordered), together with a monthly, per Device Recurring Charge; and
  - (ii) "**Amortised Commercial Model**": Relevant Equipment Charges are amortised across the length of the Minimum Term and payable as part of the monthly, per Device Recurring Charge, (the "**Commercial Models**").
- (c) For each Commercial Model, there are two types of Subscription Plans available. The Basic Subscription Plan includes the Core Service Elements and the Pro Subscription Plan includes the Core Service Elements plus the Optional Service Elements, as described in the Service Specification.
- (d) The monthly Recurring Charge for the Subscription Plan set out in the Order Form apply on a per Device basis. Charges cover connectivity, access to the Portal and software licences.
- (e) All other additional Charges payable in respect of the Service and Equipment are also set out in the Order Form.
- (f) The monthly recurring charge exclude all One-Off charges for Equipment or other parts of the Service which are charged for in addition as set out in this Agreement.

### 2.2 Equipment:

- (a) **Customers purchasing the Service through the Amortised Commercial Model:** The applicable Equipment Charges are set out in the Order Form and shall be included within the Recurring Charge payable by the relevant Customer.
- (b) At the end of the Minimum Term the Recurring Charge for Equipment will no longer be chargeable.

### 2.3 One-Off Charges:

- (a) **Equipment**
  - (i) **Customers purchasing the Service through the Un-amortised Commercial Model:** The applicable Equipment Charges are set out in the Order Form and shall be payable by the relevant Customer upon purchase of the Service.
  - (ii) **Equipment Cancellation:** Individual Equipment Orders are non-cancellable unless the entire Agreement is terminated in accordance with the General Terms.
  - (iii) **Equipment Installation Charges:** If Customer cancels the installation of any Equipment within 3 Working Days of the advised installation date, Customer is responsible for the applicable Installation Charges and Vodafone may terminate the affected Service Element without liability to Customer or without prejudice to Vodafone's other rights or remedies set out in the

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Agreement. If no Installation Charges are set out, Vodafone may charge Customer reasonable costs incurred in preparing and planning the installation.

- (b) **Installation**
  - (i) Charges for Installation Works and other professional services are set out in the Order Form. These are One Off Charges that will apply upon purchase.
  - (ii) All Charges exclude postage and packaging.

### 3. Billing and Invoicing and Payment

3.1 **Billing Frequency:** On or around the 1st day of every month.

3.2 **Charges:**

- (a) **Recurring Charges:** monthly as defined in the Order Form, from either (i) when the Device is activated on the Vodafone network ; or (ii) 30 calendar days have elapsed from placement of the Order, whichever is the earliest and thereafter.
- (b) **One-Off Charges:**
  - (i) **Equipment:** Customer shall pay the Charges for the Equipment as set out in the Order Form.
  - (ii) **Installation :** will be confirmed at the point the Order is made if applicable, and will be charged in accordance with the Order Form

All One-Off Charges may be billed from the effective date as set out in the Order (or if not set out, then upon the acceptance of the Order by the relevant Parties).

3.3 **Due Date:** 30 calendar days from the date of invoice by direct debit or another electronic payment method agreed with Vodafone.

3.4 **Suspension of Orders:** If Customer does not pay the Charges by the Due Date without raising a permitted invoice dispute, Vodafone is entitled, until paid in full and with 30 days' written notice, to suspend any further deliveries of any Equipment and/or the provision of any Services under any and all Orders and Customer's failure to pay will be deemed a material breach of this Agreement.

### 4. Data Protection

4.1 Vodafone shall act as Data Controller save:

- (a) where Vodafone Processes any User Personal Data on behalf of the Customer in respect of any Installation Works undertaken by or on behalf of Vodafone Automotive;
  - (b) where Vodafone Processes any User Personal Data on behalf of the Customer in respect of any repair or replacement of the Device or the Device Hardware;
  - (c) where Vodafone Processes any User Personal Data on behalf of the Customer in respect of any support, maintenance and/or upgrade works to the Device software, the Portal and/or the Platform;
  - (d) in respect of any User Personal Data Processed by Vodafone to set up administrator access to the Portal and the Platform; and/or
  - (e) in respect of any account details relating to an authorised User used to access the Portal and the Platform,
- (the "Processor Services").

4.2 Vodafone shall act as Data Processor in respect of the Processor Services. The remainder of this clause 4 shall apply only in respect of the Processor Services.

4.3 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

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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 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 organizational 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 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.

4.4 **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: (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 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 4.4 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.

4.5 **Transfer of User Personal Data out of the UK and EEA:** Vodafone may transfer User Personal Data to countries outside the United Kingdom and 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.

- 4.6 **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.
- 4.7 **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.

# Service Specific Terms

## Vodafone Business Fleet Analytics Service



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### The Service – Overview

- 1.1 Vodafone Business Fleet Analytics (the “**Fleet Analytics Service**”) is a telematics service designed to support organisations managing the operation of vehicles by providing insights on location and vehicle status to a central user interface. The term “**Service**” or “**Services**” in these Service Specific Terms means the Fleet Analytics Service, the Core Service Elements and any Optional Service Element(s) selected by the Customer.

### 2. Service Term Structure

- 2.1 These Service Specific Terms include:

- (a) the service specification(s), which sets out a description of the Service (including the Core Service Elements and Optional Service Elements) and may be updated from time to time (the “**Service Specification**”); and
- (b) the service levels which set out the standards that will be applied to the provision of the Service (the “**Service Levels**”).

- 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 Order Form which sets out the Commercial Terms and Service Elements selected by/for Customer;
- (b) the General Terms;
- (c) the Mobility Service Terms available at [www.vodafone.co.uk/terms](http://www.vodafone.co.uk/terms);
- (d) the Fixed Service Terms set out at [www.vodafone.co.uk/terms](http://www.vodafone.co.uk/terms);
- (e) the Vodafone Business Marketplace Service Terms set out at [www.vodafone.co.uk/cloudservices/](http://www.vodafone.co.uk/cloudservices/)
- (f) any applicable policies and guidelines, as provided from time to time by Vodafone.

### 3. The Service

- 3.1 **Service Elements:** The Service shall comprise:

- (a) the Core Service Elements where the Customer selects the “Basic Subscription Plan” (as defined in the Commercial Terms); and
- (b) the Core Service Elements plus the Optional Service Elements where the Customer selects the “Pro Subscription Plan” (as defined in the Commercial Terms),

(the Basic Subscription Plan and the Pro Subscription Plan each being a “**Subscription Plan**” and together the “**Subscription Plans**”). Further details of the Subscription Plans, including the Core Service Elements and Optional Service Elements, are set out in the Service Specification, Commercial Terms and/or Order.

- 3.2 **Service Levels:** The Service Levels set out the standards that will be applied to the provision of the Service.

- 3.3 **Vodafone Business Marketplace (“Marketplace”):** The Service is made available to purchase through the Marketplace. The Marketplace Terms apply to the extent of the Customer’s use of the Marketplace website. In the event of any conflict between the Marketplace Terms and the Fleet Analytics Service Terms, then the Fleet Analytics Service Terms shall take precedence. The Customer accepts that certain features and functionality detailed in the Marketplace Terms may be limited or not apply to the Service, including but not limited to the applicability of Charges and Subscription periods.

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### 4. Equipment

- 4.1 **Customer selected Equipment:** The Commercial Terms and/or Order will identify which Equipment, 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.
- 4.2 **Title to the SIMs:** For the avoidance of doubt, Vodafone shall retain title to SIMs at all times, however Vodafone grants Customer a licence to use the SIMs (including any software they contain) to the extent necessary to use the Services.
- 4.3 **Equipment Orders:**
- (a) Subject to the order process set out in the General Terms, Customer shall place orders for Equipment in accordance with the process and quantities set out in the Order Form and each order so placed shall be an “**Order**”.
  - (b) The Order Form shall include, but not be limited to the following information: (a) Customer name; (b) purchasing contact name and telephone number; (d) delivery address, contact name and telephone number; (e) items of Equipment ordered; (f) quantity, unit and total Charges of Order with currency indicated.
  - (c) Customer warrants, represents and undertakes that each Order received by Vodafone in accordance with the Agreement is a bona fide Order and Vodafone shall be entitled to rely upon the placement of the Order.
  - (d) Customer may not cancel or amend an Order without Vodafone’s prior written consent.
  - (e) The Order Form will set out the Subscription Plan chosen by Customer, the Equipment required, any One-off Charges and the quantity, unit and total Charges of the proposed Order. Where Customer wishes to place an Order which differs from the Order Form, then they must request an additional Order Form to be drawn up and the Order process set out in 4.3(a) above must then be followed.
  - (f) Vodafone shall not be obliged to accept any Equipment Orders where the proposed Delivery Date falls after the end of the Minimum Term.
  - (g) Where Customer wishes to place an Order for additional Equipment and/or Service Elements during the Term of the Agreement then an additional Order Form will be drawn up and provided to Customer for acceptance.
- 4.4 **Conditions for use of the Equipment:** The fundamental conditions for proper use of the Equipment include:
- (a) proper installation of the Device (in accordance with clause 4.5 below) in a professional manner that ensures that the Services are activated correctly;
  - (b) proper functioning and operation of the Global Positioning System (“**GPS**”) constellation, which enables the vehicle to be located within the territory;
  - (c) proper functioning and operation of the Global System for Mobile Communications (“**GSM**”) and GSM-General Packet Radio Services (“**GPRS**”) telephone network, as well as the fixed telephone lines;
  - (d) update of the database of maps for the UK (at least quarterly) and Europe (if not quarterly, then every six months). Vodafone Automotive uses those maps that are available on the market; at the relevant time, and so it is possible that the mapping of the UK and Europe may be inadequate, making it impossible to guarantee the correct positioning of the vehicle/identification of speed limits for reasons that are not related to Vodafone Automotive; and
  - (e) ability of the Device to receive the GPS signal and the GSM and/or the GSM-GPRS signal, even if the Device is taken to isolated locations and/or places without

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GPS, GSM or GSM-GPRS coverage. In this case, there may not be any signal coverage and the vehicle may not be properly visible, making it impossible to locate the vehicle and obtain data.

### 4.5 Installation Works:

- (a) Customer agrees (and shall procure) that installation, de-installation or re-installation of each Device in a Customer vehicle (the “**Installation Works**”) is undertaken in one of the following three ways:
  - (i) by the Customer themselves;
  - (ii) by a third party installer, nominated and engaged by the Customer (the “**Customer Installer**”); or
  - (iii) Vodafone Automotive, at the Customer’s request (and cost).
- (b) Where the Customer opts for Installation Works to be undertaken in accordance with clause 4.5(a)(i) or (ii) above:
  - (i) the Customer shall ensure that such Installation Works are undertaken in a professional manner to ensure that the Services are activated and/or deactivated correctly; and
  - (ii) Vodafone shall not be responsible, nor bear any liability for, such installation and any disruption or cessation of the Services that may result from such Installation Works.
- (c) The costs associated with any Installation Works undertaken in accordance with clause 4.5(a)(iii)4.5(c) above are set out in the Order Form.

### 4.6 Removal of the Device from vehicle:

- (a) The Device is not removed automatically on expiry (or termination) of the Agreement. Customers may elect to return the Device and/or other Equipment to Vodafone for recycling purposes, upon expiry (or termination) of the Agreement, provided always that they bear the costs associated with any such return.
- (b) If the Customer wishes to change the vehicle in which a Device is installed during the term of the Agreement, then removal and re-installation of the Device into the replacement vehicle shall be permitted, provided always that:
  - (i) the replacement vehicle meets the compatibility criteria (set out in clause **Error! Reference source not found.** below);
  - (ii) any such re-installation is undertaken in accordance with clause 4.5 above; and
  - (iii) pending any re-installation undertaken in accordance with clauses 4.5(a)(ii) or (iii) above, the Device is stored by the Customer
- (c) For the avoidance of doubt, removal of the Device may be undertaken by the Customer, its Customer Installer or by Vodafone (at the Customer’s request and cost).

### 4.7 Equipment delivery and activation:

- (a) Vodafone may deliver Orders by instalments subject to prior agreement with Customer. Orders delivered by instalment may be invoiced and paid for separately. References in this Agreement to Orders shall, where applicable, be read as references to instalments.
- (b) If Customer fails to take delivery of an Order on the date agreed for delivery of such Equipment, then, except where such failure or delay is caused by Vodafone's failure to comply with its obligations under the Agreement:
  - (i) delivery of the Order shall be deemed to have been completed at 9.00am on the day delivery was attempted;



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- (ii) Vodafone shall store the Order until delivery takes place, and charge Customer for all related costs and expenses (including insurance); and
- (iii) Recurring Charges (which begin from the date of either a) installation of a Device in a vehicle; or b) 30 days from placement of an Order, whichever occurs first) shall continue to accrue and be billed by Vodafone in accordance with the Commercial Terms. Where multiple Devices are ordered then the Recurring Charges will commence from the date the first Device is installed in a vehicle.

### 4.8 Equipment Warranty, Installation Warranty and Returns:

- (a) Except where expressly set out otherwise in the Agreement:
  - (i) Vodafone Automotive shall provide a 24-month warranty in relation to the Equipment (the “**Equipment Warranty**”), commencing from the date the Equipment is shipped to Customer (“**Equipment Warranty Period**”).
    - (b) If Installation Works are undertaken in by Vodafone Automotive in accordance with clause 4.5(a)(iii) above, then Vodafone Automotive shall provide a 90 day warranty on any Installation Works undertaken (“**Installation Warranty**”), commencing from the date of completion of such Installation Works. The Equipment Warranty does not cover any defects or damage to the Equipment resulting from:
      - (i) tampering, contamination and/or ordinary wear and tear of the Equipment;
      - (ii) the Customer’s misuse or negligence (including, but not limited to, those circumstances set out in clause 5.9 below); and
      - (iii) an installation which, in Vodafone’s sole opinion, was faulty and: (A) not carried out by a Vodafone Automotive employee or a Vodafone Automotive appointed subcontractor, or (B) resulted from a combination with other parts and/or products which were not supplied by or approved by Vodafone Automotive.
    - (c) For the avoidance of doubt, the Equipment Warranty shall continue to apply in relation to any replaced or repaired Equipment, for the duration of the unexpired Equipment Warranty Period.
    - (d) If Equipment becomes faulty within the Equipment Warranty Period, then the Customer shall notify Vodafone, providing reasonable detail about the fault. On receipt of such notice, provided the fault is for reasons unconnected with Customer’s or any User’s acts, omissions or misuse (including failure to follow Vodafone’s guidelines or the guidelines of Equipment manufacturer(s)), Vodafone shall repair or replace (at Vodafone’s discretion) the faulty Equipment. Vodafone shall deliver to the original delivery address replacement Equipment which is of equivalent or superior quality as the original Equipment. To the maximum extent permitted by law, these are the Customer’s exclusive remedies for any failure to meet the Equipment Warranty.
    - (e) If the Customer returns Equipment during the Equipment Warranty Period which, upon assessment, is determined to be compliant and not defective, then Vodafone shall be entitled to charge the Customer for any applicable Charges relating to the: (i) delivery of the relevant Equipment to Vodafone Automotive; and (ii) return of the relevant Equipment to the Customer.
    - (f) If the Customer returns Equipment after the Equipment Warranty Period has expired, then Vodafone shall be entitled to charge the Customer for any applicable Charges relating to repair or replacement.
    - (g) If the Customer’s Equipment is lost or stolen then Customer shall notify Vodafone. Customer may order new Equipment but will be required to pay for this Equipment.

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- 4.9 **Maintenance:** Vodafone shall (or shall procure that Vodafone Automotive shall) undertake such support, maintenance and/or upgrade works to the Equipment software and/or the Platform as required for Service performance (“**Maintenance**”). Vodafone will provide Customer with reasonable advance notice of any Maintenance activity that requires Customer cooperation, and then temporarily suspend the Service for the time needed to carry out the Maintenance activity, except in unforeseeable circumstances and with the commitment to restore the Service as soon as possible. Customer agrees to cooperate with Vodafone in its performance of Maintenance. If Customer fails to do so, Vodafone is not responsible for Service performance related to Equipment or parts of the Service that require Maintenance. If scheduled and/or special Maintenance is necessary in order to ensure proper access to the Service, or to improve the Service provided, Vodafone will send a written communication, giving reasonable notice of at least 24 hours.

### 5. Service Specific Conditions of Use

#### 5.1 Third Party Providers:

- (a) Some Service Elements (including the Platform) will be provided by a Third Party Provider.
- (b) Third Party Provider terms will be set out in a separate agreement directly between the Customer and the Third Party Provider, including, if relevant, shrink-wrap or click through agreements.
- (c) With respect to those Service Elements provided by Geotab, Geotab’s terms and conditions shall apply and are available within the Portal . Customer will be required to sign up to these terms and conditions when registering through the Portal.
- (d) If the Customer fails to accept a Third Party Provider’s terms and conditions, then Customer will not be able to access the affected Service Element(s) and Vodafone is excused from liability for failure to deliver the relevant Service Element(s).
- (e) If a Third Party Provider terminates Customer’s right to use the Service, then Vodafone will be excused from liability related to failure to deliver the Service.

#### 5.2 Customer Prerequisites: In order to receive the Service, the Customer must provision and maintain the Customer network, technology systems, and vehicles and shall specifically:

- (a) ensure every vehicle in respect of which the Service is ordered falls within the eligibility criteria set out in the vehicle compatibility list, prepared and maintained by Vodafone and available on request (the “**Vehicle Compatibility List**”)
- (b) adhere to the terms of the Geotab end user licence agreement that becomes effective upon the Customer first downloading, using, or accessing any Geotab device, software, service or other product (a copy of which is available on request),
- (c) ensure it has a device with internet connectivity capability and a secure adequate internet connection (in order to access the Platform),

(the “**Customer Prerequisites**”). Vodafone is not responsible for any performance or non-performance issues with the Service caused by the Customer Prerequisites or Customer failing to comply with the Customer Prerequisites. If Customer fails to provision or maintain the Customer Prerequisites, Vodafone may terminate the Service and apply a Recovery Charge.

#### 5.3 Customer Conditions for operation of the Service: Following the proper installation and activation of the Device, operation of the Services depends on the Customer’s with the following conditions:

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- (a) the Customer notifying Vodafone promptly about any change in the contact details (telephone numbers, e-mail addresses) of the person to be contacted by Vodafone Automotive with regard to proper provision of the Services;
- (b) never performing any unauthorised maintenance or repair activity on the Device and/or its components, whether directly or indirectly.

### 5.4 **Restrictions on use:** Customer shall:

- (a) not remove the SIM from the Equipment;
- (b) not use the Device in a permanent roaming way (or a non-permanent roaming way for a prolonged period) in countries where roaming (including permanent roaming) is restricted;
- (c) ensure the Equipment is only used with Customer's authorisation and shall inform Vodafone as soon as is reasonably practicable after Customer becomes aware that a SIM is lost, stolen or damaged; Customer will be liable for any loss or damage suffered by Customer as a result of unauthorised use of SIMs (including due to loss or theft) up to the time that Customer has notified Vodafone that such SIM is being used without Customer's authorisation);
- (d) not sublicense, lease, rent, loan disclose or otherwise transfer the SIM cards to any third party for any purpose (Customer can only use the SIM cards: (i) for the purposes of accessing the Service and not for any other purpose; and (ii) with the Equipment and not with any other device or equipment; Customer is responsible for all use of the SIM cards);
- (e) not use the Equipment for any covert surveillance or analogous activity; and
- (f) not install (or procure the installation of) the Equipment in any vehicle in which the Customer does not hold a direct or indirect ownership interest.

If Customer or User breaches this clause (whether directly or indirectly), Vodafone may suspend the Service without notice and such breach of any of the above provisions shall be deemed a material breach of this Agreement.

5.5 **Publishing results:** Customer shall not, and shall ensure that its Customer Group Companies and Users shall not, publish any results of any benchmark or performance tests of the SIMs, the Service, or components thereof, provided that such restriction shall not restrict Customer from publishing performance results as specifically related to Customer's vehicles and not to the Service.

5.6 **Interruption to Service:** Customer hereby acknowledges that uninterrupted access to the Portal and the Platform is not guaranteed. Customer agrees to defend, at its own expense, indemnify and hold harmless Vodafone and its subsidiaries, affiliates, directors, officers and employees (collectively, the "**Vodafone Indemnitees**"), from and against any and all claims, suits, damages or expenses asserted against or incurred by any of the Vodafone Indemnitees directly resulting from Customer's use of Services in a way that requires uninterrupted availability of the Portal and the Platform and where interruption of access to the Portal and the Platform causes death, personal injury, physical injury or property damages.

### 5.7 **Security Obligations:**

- (a) Vodafone shall exercise all reasonable efforts to ensure the security of Customer's and Users' communications. However, for reasons beyond Vodafone's control, it does not promise or guarantee that communications will be completely secure. Vodafone acknowledges that it gains no right or interest in the content of the communications and shall not store or otherwise use the content of the communication.
- (b) Customer shall exercise all reasonable efforts and implement necessary security controls to ensure the security of Users' communications via Customer Equipment, Device Hardware and related services.

# Service Specific Terms

## Vodafone Business Fleet Analytics Service



Enterprise Customers

- (c) Customer will:
    - (i) take reasonable steps with entities it controls in line with commercial good practice to limit misuse of or threat to the Service, Equipment;
    - (ii) address any misuse or threat identified by Vodafone through the implementation of appropriate security or user controls; and
    - (iii) seek prior approval from Vodafone before running any security tests, vulnerability scans or penetration tests on Equipment or Services.
- 5.8 **Authorised Users:** Access to the Service is limited to those authorised Users to whom the Customer provides access. Vodafone will provide the Customer with administrator access details (“**Administrator Access Details**”), from which the Customer can create individual accounts to enable each of its authorised Users to access the Portal and the Platform (with the access details created for such accounts being the “**User Account Details**”). Customer is responsible for: (a) the security of the Administrator Account Details and the User Account Details; (b) providing Vodafone with the identity of the authorised Users (if requested) and keeping that information current; and (c) its authorised Users’ compliance with the Agreement and Applicable Privacy Law. Vodafone accepts no liability for any unauthorised or improper use or disclosure of any User Account Details. Customer is liable for all acts and omissions conducted using the User Account Details.
- 5.9 **Termination for SIM Reappropriation:** Customer shall not remove (or procure the removal of) the SIM from the Device and reappropriate the SIM into a separate device or piece of hardware with data-incurring capability (“**SIM Reappropriation**”). If any such SIM Reappropriation occurs, then:
  - (a) Vodafone may terminate the Service immediately without notice; and
  - (b) Customer shall be liable (and indemnify Vodafone) for any and all costs incurred as a direct result of such SIM Re-appropriation (including, but not limited to, any and all data charges and any remaining Device charges, if applicable).

## 6. Service Change Request Procedure

- 6.1 Subject to the provisions of the General Terms, Customer may submit to Vodafone a change to the technical scope of the Services requested by Customer (“**Change Request**”).
- 6.2 If Customer submits a Change Request following the Service Commencement Date:
  - (a) such Change Request shall be subject to acceptance by Vodafone and Vodafone will respond to this Change Request setting out areas impacted by the change and Charges for the change and a new quote where applicable; and
  - (b) on receipt of Vodafone's response, Customer will confirm whether Customer wishes to progress with the Change Request or not.

# Vodafone Business Fleet Analytics Service

## Service Specification



Enterprise Customers

### 1. Service Elements

- 1.1 The Service comprises core Service Elements (“**Core Service Elements**”), and may also, when specifically set out in the Commercial Terms and/or an Order, comprise Optional Service Elements (“**Optional Service Elements**”).
- 1.2 **Core Service Elements:** The Core Service Elements comprise:
  - (a) Device;
  - (b) Connectivity Services; and
  - (c) Telematics Platform
- 1.3 **Optional Service Elements:** The following Optional Service Elements are also available (in addition to the Core Service Elements):
  - (a) Installation Services
- 1.4 The technical components of the Service are illustrated below:



### 2. Core Service Elements

#### 2.1 Device

- (a) The Device (full Device specification available upon request) includes an embedded SIM.
- (b) Device accurately records and identifies the data retrieved from the Customer vehicle as a small form-factor vehicle-tracking device that plugs into the vehicle’s OBD II port, or via an adapter (harness) for vehicles without this port. For example, the Device will collect data on vehicle location, ignition, trip distance and time, engine idling, and speed. The Device can also provide a real-time sense of the vehicle’s orientation and extract information on vehicle health and status, records VIN, odometer, engine faults and seat belt usage.
- (c) The Device will record when driving begins and uses authentication, encryption, and message integrity verification the Device and network interfaces. Each Device uses a unique ID and non-static security key, preventing to fake a device’s identity. Over-the-air updates use digitally signed firmware to verify that updates come from a trusted source.
- (d) The Device can be used in gas, diesel, hybrid and electric vehicles. Customer is not required to have a separate antenna, wire splicing or special tools. Where Installation is not supplied by Vodafone, Customer will be required to undertake the Installation Works as set out in this Agreement.

#### 2.2 Connectivity Services

- (a) The GDSP connectivity connects each vehicle to the Vodafone network. The GDSP manages connectivity over the following spectrum GO9 3G/2G Global3G: 800/850/900/1900/2100 MHz2G: 850/900/1800/1900 MHz. The Connectivity Service provides:



## Service Specification

### Enterprise Customers

- (i) Communications via the GDSP, enable the device to transmit data packets. The availability of mobile services and the speed of data transmission by the device depend on the coverage and condition of the local network;
- (ii) A dedicated APN ensures two-way flows between the device and the Platform are achieved;
- (iii) GDSP SIM cards are authenticated before they are assigned an IP address;
- (iv) The data is collected from the Device and sent to Geotab Gateway Servers and then to an assigned database (unique to each Customer) and then hosted within Google Cloud.

### 2.3 Telematics Platform

- (a) The Geotab Telematics Platform (“**Platform**”) operated by Geotab allows Customer to manage the Services.
- (b) The Platform is accessed via the Vodafone web portal (“**Portal**”) where Customer can access detailed reporting and data that the Device collects.
- (c) Customer will be required to sign up to Portal to access the Platform once the Equipment is installed.
- (d) The Platform is comprised of multiple services and systems and completes the processing of raw data for subsequent analysis and the reconstruction of accidents.
- (e) The Platform will host information that the Device collects, using the Connectivity Service to show:
  - (i) information about the driver and the vehicle;
  - (ii) the real-time events (alarms), configuration rules and trip information; and
  - (iii) geographical information (type of road, speed limit) and an analysis of events by reference to the accelerometer.

## 3. Optional Service Elements

3.1 The terms pertaining to the Optional Service Elements set out in this section 3 (the “**Optional Service Element Terms**”) form part of the Service Specific Terms for the Fleet Analytics Service when ordered. If there is a conflict between them and the Optional Service Element Terms, the Optional Service Element Terms will supersede the Service Specific Terms for the Fleet Analytics Service, but only for the relevant Optional Service Element.

### 3.2 Installation Services

- (a) Installation Services for Installation Works undertaken by Vodafone Automotive will be provided by the Vodafone Automotive Network Service Provider.
- (b) To facilitate the Installation Works the Customer’s Fleet Manager must communicate the status and location of the Customer vehicle/s in order to select the installation Centre that will perform the Installation Works.
- (c) If the vehicles are newly registered and located at external facilities, Vodafone personnel must check if these facilities can be authorised to perform the Installation Works. If the facilities cannot be authorised as a Vodafone centre, it will be necessary to check how Vodafone personnel can access the facilities and, specifically, each vehicle, in order to perform the required on-site activity. The Customer’s Fleet Manager is responsible for providing the necessary indications and organising the necessary contacts with the facilities concerned, before Vodafone can start the authorisation procedure.
- (d) If the vehicles are already on the road, it is necessary to check:
  - (i) if Vodafone personnel can perform the installation procedure by not authorised centres: before Vodafone personnel can start on-site work they must first be given the list of vehicle number plates and details of the centre where a specified number of vehicles will be available, as agreed between the parties; and
  - (ii) if the Installation Works can be carried out by an installation Centre: the list of vehicle number plates assigned must be made available before the installation work can start.

# Vodafone Business Fleet Analytics Service

## Service Specification



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- (e) Customer must agree to make available space in Customer site for the advance storage of the Device to be installed, de-installed or re-installed.
- (f) Once the vehicle has been made available to the Installation Centre, these are the steps to follow to properly install the Device:
  - (i) Locate the vehicle's engine diagnostic port normally found in the driver's area at or below knee level.
  - (ii) Align the receiver end of the device with the engine diagnostic port and push in place. Ensure the Device is well connected to the diagnostic port. Once connected, the Device emits 6 quick beeps.
  - (iii) Once the Device is connected and receives power, the LEDs on the front of the device start blinking then turn solid once completing the actions below.
  - (iv) The light that is displayed on the Device will show: Red LED for device configuration, Green LED for connectivity to the network; and Blue LED for GPS network connectivity.
  - (v) The Device emits two quick beeps every 60 seconds during set-up. Initial start-up may take several minutes to complete.
  - (vi) Once all three LEDs turn solid and you hear 10 quick beeps, secure the Device using the provided cable tie.
  - (vii) No installer app is needed to complete and test the provisioning process; once the Device has been installed, it immediately starts recording data.
  - (viii) In case the OBD port is not well suited within the vehicle, the installation is completed with an extension cable (harness) with a total length of almost 15'.



## Service Levels

Enterprise Customers

### 1. Incident Management

- 1.1 Vodafone shall carry out Incident management as part of the Service, which aims to restore service operation to within applicable agreed Service Levels and minimise the adverse impact of the Incident on Customer's business operations.
- 1.2 Customer shall appoint primary and secondary points of contact responsible for reporting and progressing Incidents and will inform Vodafone and keep Vodafone up-to-date with the appointed individuals' identities and levels of access.
- 1.3 Vodafone or Third Party Provider may temporarily interrupt the Service to carry out Planned Works. **"Planned Works"** means planned Vodafone-initiated changes to the Service (for example, to carry out essential maintenance or upgrades to the Platform).
- 1.4 Customer may report an Incident or request technical support through the applicable Vodafone Service Desk during the relevant operating hours as set out below:

Vodafone Service Desk	Operating Hours
Vodafone Service Desk hours	08:00 to 18:00 UK time during the Working Day (Monday to Friday excluding public holidays)

- 1.5 The Vodafone Service Desk is a second level support environment. Before reporting an Incident to Vodafone, Customer shall conduct appropriate investigations to establish its cause, including all initial troubleshooting activities previously specified by Vodafone.
- 1.6 Customer shall procure such co-operation from Users and from any of its third party providers as is reasonably requested by Vodafone to assist in the management of Incidents. In order to provide support, Customer agrees that they will provide access to Vodafone and/or its Third Party Providers, including the provision of temporary User rights if required.
- 1.7 The Vodafone Service Desk shall determine whether a detected or reported Incident is attributable to connectivity or the Device Hardware used to connect to the Portal. For the avoidance of doubt, Vodafone shall have no obligation to provide support in respect of Incidents that are attributable to equipment, which is not Device Hardware, purchased by Customer from Vodafone.
- 1.8 Vodafone shall: (a) raise a Trouble Ticket or email a Third Party Provider notifying of the incident; (b) track the incident through to closure; (c) categorise the Severity Level of the Incident (where applicable); (d) keep a record of the Incident; (d) investigate and carry out diagnostic activities; and (e) where possible, resolve the Incident.
- 1.9 Any support (including investigation) in relation to issues other than Incidents (including interruptions caused by reasons other than an error in the Vodafone Services) may be provided at Vodafone's discretion on a reasonable efforts basis at Vodafone's then prevailing rates.

### 2. Severity Level of Incidents and Incident Intervention and Resolution Time

- 2.1 Connectivity Incidents.
  - (a) Vodafone aim to resolve as many Incidents as possible at the first point of contact within a reasonable timeframe. If Vodafone are unable to resolve an Incident reported in accordance with Clause 1 (*Incident Management*) above at the first point of contact, Vodafone will then allocate the Incident for 2nd line support.
  - (b) The 2<sup>nd</sup> line support will manage the Incident (where applicable) against the following target resolution timescales (such timescales shall be measured from the point of 1<sup>st</sup> line support in Clause 1 being exhausted and 2nd line support being engaged):





## Service Levels

Enterprise Customers

Severity Level	Incident Description	Incident Resolution Time
P1 High (Critical Service Affecting)	The Portal does not allow login (and there is no “under maintenance” message) or the Portal is otherwise unavailable/inaccessible	18 Working Hours
P2 Medium (Major Service Affecting)	The Portal allows login but contains: (i) incorrect or partially incorrect data; or (ii) any other problem/incident requiring further analysis at the application level in order to find a suitable solution (whether via bug fix, development or otherwise).	58 Working Hours
P3 Normal (Minor Service Affecting)	Any other problem/incident related to the operation of the Portal, including (but not limited to) service errors that prevent a single user from accessing the Portal.	106 Working Hours

### 2.2 Device Hardware Incidents:

- (a) For incidents relating to Device Hardware sold by Vodafone to Customer, which incorporate a Vodafone SIM, Vodafone shall, in the first instance, attempt to resolve the Incident remotely. If Vodafone cannot resolve the Device Hardware Incident, the Device shall be managed in accordance with clause 4.8 of the Service Specific Terms.

## 3. Service Level Terms

- 3.1 **Applicability:** Service Levels apply from the Service Commencement Date for the applicable Service Element depending on the Service Level measure, unless stated otherwise.
- 3.2 **Excluded Events:** Vodafone is not responsible for failure to meet Service Level if the Service Level is affected by an Excluded Event.
- 3.3 **Service Availability:** Service is provided by the Portal, with target availability of 24 hours a day, 7 days per week, excluding any Excluded Event or planned maintenance.

## 4. Maintenance Windows and Notifications

- 4.1 Maintenance Events/Changes may be required for optimising and further enhancing the functionality and efficiency of the Service. Vodafone shall use reasonable endeavours to ensure that the execution of Maintenance Events/Changes is kept to the minimum required and events are planned to minimise the impact on the Service.



## Definitions

Enterprise Customers

The following definitions are applicable to the Services:

<b>Optional Service Elements</b>	as described in the Service Specification.
<b>Amortised Commercial Model</b>	as described in the Commercial Terms.
<b>Change Request</b>	a request to change the technical scope of the Services, submitted by the Customer to Vodafone (as further described in the Service Specific Terms).
<b>Connectivity Service</b>	as described in the Service Specification.
<b>Core Service Elements</b>	as described in the Service Specification.
<b>Customer Equipment</b>	Equipment not owned by Vodafone that is used with the Service.
<b>Customer Fleet Manager</b>	Customer, or person nominated by the Customer to manage the Service including arranging for installation of the Device, if relevant.
<b>Customer Prerequisite</b>	mandatory requirements that the Customer must implement and maintain at their own expense throughout the term in order to receive the Service.
<b>Device</b>	the Geotab GO telematics device connected to a Customer vehicle, into which Vodafone's SIM is inserted.
<b>Device Hardware</b>	hardware and any other tangible equipment relating to the Device (other than the SIM), including but not limited to: (i) the universal harness supplied with each Device in order to connect it to the relevant Customer vehicle; and (ii) remote equipment for sensors and monitoring applications used to connect the Device to the Portal and Platform.
<b>Equipment</b>	the Device, SIM and Device Hardware supplied by or on behalf of Vodafone to Customer in connection with the Service. Without prejudice to the General Terms, for the purposes of the Fleet Analytics Service, each reference to Equipment in the General Terms shall be deemed to include SIMs.
<b>Excluded Event</b>	any of the following: <ul style="list-style-type: none"> <li>(a) planned Maintenance Events/Changes;</li> <li>(b) a planned outage (including any such outage that impacts access to the Platform);</li> <li>(c) a fault or incident in, or any other problem associated with Customer supplied Device Hardware or other telecommunications systems not operated or provided by Vodafone;</li> <li>(d) the fault or incident caused by Customer's negligence, act or omission or that of any third-party not within Vodafone's direct control;</li> </ul>



## Definitions

Enterprise Customers

	<p>(e) Customer not performing, or a delay in the Customer performing, any of the obligations or conditions of use set out in the Agreement;</p> <p>(f) Service suspension or a Force Majeure event in accordance with the General Terms;</p> <p>(g) a Network change made by Vodafone that can impact multiple Vodafone Customers;</p> <p>(h) the Service request falls outside the scope of the Agreement;</p> <p>(i) the Service request is pending action on behalf of a party outside the Third Party Provider's control; or</p> <p>(j) any other circumstances caused by events for which Vodafone is not liable in accordance with the terms of the Agreement.</p>
<b>GDSP</b>	Vodafone's Global Data Service Platform.
<b>Geotab</b>	Geotab Inc.
<b>Geotab Gateway Servers</b>	as described in the Service Specification.
<b>Incident</b>	any unplanned interruption to or a reduction of quality in the contracted Service, which Vodafone reasonably determines is caused by an error in the Services only, and excluding any fault, incident or problem with any other Vodafone service purchased under separate service terms.
<b>Incident Intervention Time</b>	the target maximum time for the Vodafone Service Desk to start working on a reported Incident, calculated from the moment the Incident has been reported and all required information to start the investigation has been provided, and not including any time spent on Incidents associated with or caused by an Excluded Event.
<b>Incident Resolution Time</b>	the target maximum time to return the Service or Device Hardware (as applicable) to an operational state, measured from the moment the Incident has been reported and all required information to start the investigation has been provided, and not including any time spent on Incidents associated with or caused by an Excluded Event or Planned Maintenance Events/Changes. If Vodafone is prevented from achieving the target due to a Force Majeure event, the Incident Resolution Time will be extended by the duration of the impairment and an appropriate start-up time.
<b>Installation Centre</b>	Vodafone approved location for Installation Works to be undertaken.
<b>Installation Works</b>	process to install, re-install or de-install Device in vehicle, performed by Customer, third party or Vodafone Automotive.
<b>IP</b>	internet protocol.
<b>Maintenance Events/Changes</b>	as described in the Service Levels.
<b>Platform</b>	as defined in the Service Specification.



## Definitions

Enterprise Customers

<b>Portal</b>	as defined in the Service Specification.
<b>Service Elements</b>	the Core Service Elements and the Optional Service Elements.
<b>Service Level(s)</b>	the service levels which apply to the provision of the Service as set out in the Service Levels in the Service Specific Terms.
<b>Severity Level</b>	the priority assigned by Vodafone (in its absolute discretion) based on the severity of an Incident as set out the Service Levels in the Service Specific Terms and/or Extra Service Terms.
<b>SIM</b>	a “subscriber identity module” card, being an integrated circuit storing user specific data to allow controlled and secure use of Device Hardware on the Network, with connectivity access to the GDSP.
<b>Platform</b>	as defined in the Service Specification.
<b>Third Party Provider</b>	means Geotab Inc.
<b>Trouble Ticket</b>	a record of an Incident with a unique reference allocated to it which shall be used for all subsequent updates and communications.
<b>Un-amortised Commercial Model</b>	as described in the Commercial Terms.
<b>User</b>	as defined in the General Terms save that for the purpose of these Service Specific Terms only, the definition of User shall include any third party customer of Customer (as applicable).
<b>Vodafone Automotive</b>	means Vodafone Automotive UK Limited.
<b>Vodafone Automotive Network Service Provider</b>	means Vodafone Automotive approved third party to conduct Installation Works.
<b>Vodafone Business Marketplace</b>	means the platform set out at <a href="https://marketplace.vodafone.co.uk/home">https://marketplace.vodafone.co.uk/home</a>
<b>Vodafone Service Desk</b>	Vodafone’s dedicated service for managing Incidents.