

# Complete Connectivity Service

## Service Specific Terms



Business Customers

### 1. The Service – Overview

- 1.1 The Vodafone complete connectivity service (the “**Complete Connectivity Service**”) is a solution consisting of both Fixed Connectivity and a backup Mobile Broadband Connectivity. The Service is provided to Customer by combining a Vodafone Internet Router with a Meraki MX Security Appliance and a Vodafone SIM. The term “**Service**” or “**Services**” in these Service Specific Terms means the Complete Connectivity Service. In connection with the Service, Customer may also choose to order any of the following Optional Service Elements: (a) Meraki MR Access Point(s); (b) Meraki MV Camera(s); (c) Static IP Addresses; and/or (d) Engineer Set Up.

### 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 which may be updated from time to time (the “**Service Specification**”). The specific Service Elements selected by Customer will be set out in the Commercial Terms and/or Order; 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 Commercial Terms;
  - (b) the General Terms as set out at [www.vodafone.co.uk/terms](http://www.vodafone.co.uk/terms);
  - (c) the Extra Service Terms as set out at [www.vodafone.co.uk/terms](http://www.vodafone.co.uk/terms);
  - (d) the Fixed Service Terms as set out at [www.vodafone.co.uk/terms](http://www.vodafone.co.uk/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;
  - (g) the Committed Delivery Date Confirmation; and
  - (h) any applicable policies and guidelines, as provided from time to time by Vodafone.
- 2.3 **Cisco Service Terms:**
- (a) Furthermore, purchase of the Service is subject to the Customer accepting the applicable EULA, SEULA and Cisco Service Description before placing any Order (links detailed in the definitions).
  - (b) Customer agrees to abide by the applicable EULA, SEULA and Cisco Service Description with no alteration or amendment.
  - (c) By placing an Order, Customer confirms it understands (i) Cisco’s obligations; and (ii) Customer’s responsibilities and obligations under the applicable EULA, SEULA and Cisco Service Description.

### 3. The Service

#### 3.1 Customer Warranty:

- (a) Customer acknowledges and agrees that the Service is only available to bodies corporate and is not available to:
  - (i) individuals;
  - (ii) partnerships or limited partnerships consisting of two or three persons, not all of whom are bodies corporate; or
  - (iii) an unincorporated body of persons, which does not consist entirely of bodies corporate,and accordingly the Consumer Credit Act 1974 shall not apply to this Agreement.

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- (b) Customer hereby warrants, represents and undertakes that it is not:
- (i) an individual;
  - (ii) a partnership or limited partnership consisting of two or three persons, not all of whom are bodies corporate; or
  - (iii) an unincorporated body of persons, which does not consist entirely of bodies corporate.

### 3.2 **Service Elements:** the Service shall comprise of:

- (a) core Service Elements ("**Core Service Elements**"); and
- (b) where selected by Customer, additional optional Service Elements ("**Optional Service Elements**").

The Core Service Elements and any Optional Service Elements shall be set out in the Commercial Terms and/or Order (as may be applicable). The Service Specification summarises the available Core Service Elements and the Optional Service Elements which are available subject to additional Charges.

### 3.3 **Core Service Elements:** The Service shall always include the following Core Service Elements:

- (a) **Fixed Connectivity:** delivered using Vodafone Enterprise Broadband;
- (b) **Vodafone Internet Router:** which must be connected to the Meraki MX Security Appliance in order for Customer to access the Service;
- (c) **Meraki MX Security Appliance:** which must be connected to the Vodafone Internet Router in order for Customer to access the Service;
- (d) **Mobile Broadband Connectivity Backup:** a Vodafone SIM inserted into the Meraki MX Security Appliance, providing backup connectivity where there is an interruption to the Fixed Connectivity;
- (e) **Advanced Security Licence:** the advanced security licence for the Meraki MX Security Appliance;
- (f) **Meraki Dashboard:** provides Customer with real-time visibility into Customer's IT environments; and
- (g) **Support Services:** the Service includes standard support.

### 3.4 **Optional Service Elements:** In addition to the Core Service Elements, the Customer may also select any of the following Optional Service Elements:

- (a) **Meraki MR Wireless Access Point(s):** option of a variable number of access points (both indoor and outdoor) at each Customer Site;
- (b) **Meraki MV Security Camera(s):** option of a variable number of cameras (both indoor and outdoor) at each Customer Site;
- (c) **Static IP Addresses:** a block of 8 static IP addresses; and
- (d) **Engineer Set Up:** a Vodafone Engineer providing the set up of the Meraki MX Security Appliance, the Vodafone SIM and the Vodafone Internet Router at Customer's Site, ensuring that the Service is ready for use by the Customer.

### 3.5 Customer can only Order a combined maximum of 10 Meraki MR Access Points and/or Meraki MV Cameras per Customer Site.

### 3.6 The Meraki MR Access Point(s) and Meraki MV Camera(s) are the only Optional Service Elements Customer can Order during the Minimum Term.

### 3.7 **Delivery:** Vodafone shall notify the Customer of the Agreed Delivery Date in the Committed Delivery Date Confirmation. The Parties agree that each Service Element and each Connection at any Customer Site may have a different Agreed Delivery Date.

### 3.8 **Acceptance:** The Customer will be deemed to have accepted the Service on the Agreed Delivery Date unless it cancels the Service before the Cancellation Deadline or notifies Vodafone within five Working Days that the Service was not available on that date, in which case it will be deemed to have accepted the Service on the first date on which the Service is available.

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- 3.9 **Customer's Right to Cancel:** Customer may cancel the Service or any part of it (subject to the payment of Vodafone's reasonable costs and expenses including of any Third Party Provider charges incurred by Vodafone as result of such cancellation) at any time before the Cancellation Deadline by providing written notice to Vodafone. The Customer must return any Equipment included in the cancelled Order unopened and in the original packaging to Vodafone at its own cost within 15 days of cancellation. The Customer will be liable to pay the full purchase price for any Equipment not returned in accordance with this clause 3.9.

### 4. Equipment and Meraki Equipment:

- 4.1 For the purposes of this Agreement, Meraki Equipment shall be treated as Equipment and title to Meraki Equipment shall never pass to Customer.
- 4.2 In order to use the Service, Customer must use the combined Meraki MX Security Appliance, Vodafone SIM and Vodafone Internet Router.
- 4.3 If the Meraki MX Security Appliance becomes unsupported by the manufacturer, Vodafone may arrange for the Meraki MX Security Appliance to be replaced with an equivalent supported security appliance, however, Vodafone is under no obligation to do so.
- 4.4 Where Customer loses Meraki Equipment, Vodafone may arrange for the Meraki Equipment to be replaced. The Customer shall be liable to pay the full purchase price for any such replacement Meraki Equipment and title of the Meraki Equipment shall never pass to Customer.
- 4.5 Customer shall not connect any non-Vodafone provided Meraki Equipment to the Service.
- 4.6 Where Customer orders any Meraki MV Camera(s) and/or Meraki Access Point(s) from Vodafone as part of the Service, the Customer shall be responsible for ensuring that there are sufficient Local Area Network Ports available on the Meraki MX Security Appliance.
- 4.7 Customer shall ensure that the Meraki Equipment is up to date with firmware and updates or set to Vodafone's preferred firmware version if advised to do so.
- 4.8 Customer shall be responsible for the configuration of the Meraki Equipment following the Service Commencement Date. In the event that Customer's configuration adversely affects the Meraki Equipment and/or the Service, Vodafone has the right to reset the Meraki Equipment to its factory configuration.
- 4.9 Customer shall not move the Meraki MX Security Appliance, Vodafone SIM and/or the Vodafone Internet Router between Customer Sites.
- 4.10 Customer shall not, without Vodafone's prior approval, move any Meraki MV Camera(s) and/or Meraki MR Access Point(s) between Customer Sites.
- 4.11 Customer shall be responsible for providing a suitable power supply to the Equipment in accordance with Applicable Law and shall be responsible for providing all required cabling.
- 4.12 Customer shall be responsible for the set-up of the Meraki MX Security Appliance, the Vodafone SIM and the Vodafone Internet Router, unless the Customer has selected Engineer Set Up as an Optional Service Element.
- 4.13 **WEEE Directive:**
- (a) Customer shall comply with Article 13 of the Waste Electrical and Electronic Equipment Directive 2012 ("**WEEE Directive**") for the costs of collection, treatment, recovery, recycling and environmentally sound disposal of any equipment supplied under the Agreement that has become waste electrical and electronic equipment ("**WEEE**").
  - (b) For the purposes of Article 13 of the WEEE Directive this clause 4.13 is an alternative arrangement to finance the collection, treatment, recovery, recycling and environmentally sound disposal of WEEE.
  - (c) Customer shall comply with any information recording or reporting obligations imposed by the WEEE Directive.



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#### 5. Service Specific Conditions of Use

- 5.1 Customer shall keep Vodafone informed of any problems which may (i) involve Products and/or Services requiring Vodafone's support; or (ii) impact the delivery of the Service. Customer shall communicate such problems promptly to Vodafone and shall reasonably assist Vodafone or Third Party Provider in the resolution of such problems.
- 5.2 **Voice Calls:** Customer shall not use the Service to make any analogue voice calls (including emergency calls) over the incoming telephone connection.
- 5.3 **Due Diligence:** Customer must complete any reasonable due diligence or other questionnaire provided by Vodafone if requested to and must comply with such other reasonable due diligence or other compliance requirements requested by Vodafone in writing, except where such completion or compliance would put Customer in breach of its confidentiality obligation towards a Third Party.
- 5.4 **Software License:** Customer acknowledges that it shall not sublicense or otherwise copy Software or Documentation for the benefit of, or distribute any Software or Documentation to, any other person or entity. No 'sale' of any Software is conveyed, Customer is granted a license to use Software but is not transferred title to the Software itself.
- 5.5 **Cisco Terms:** Customer shall notify Vodafone promptly of any breach or suspected breach of the EULA, SEULA, Cisco Service Description and/or any third party license that it becomes aware of, and further agrees that it will, at Vodafone's reasonable request, assist Vodafone in efforts to preserve Vodafone's or Cisco's intellectual property rights in relation to the Service.
- 5.6 **Delivery:** Unless specifically agreed in writing by the parties, Vodafone shall not be liable for any loss, damage, or penalty for delay in delivery or for failure to give notice of any delay in delivery of Equipment.
- 5.7 **Returns:** Except as provided in this clause 5.7, all sales are final. Except as provided in accordance with the warranty statements, Vodafone does not accept returns unless:
  - (a) Vodafone shipped Equipment other than as specified in the Order;
  - (b) such Equipment is unopened and the Equipment is returned in accordance with Vodafone's then current policy around lost and damaged goods (including where Equipment arrives in a package that is visibly damaged at delivery to Customer), which gives Customer the right, at its option, to ask for (i) either a refund (or a credit note if payment has not been made yet) and no replacement; or (ii) for a refund (or a credit note if payment has not been made yet) and the right to order a replacement Equipment;
  - (c) such Equipment arrives in a package that is not visibly damaged at delivery to Customer but, once opened by Customer, it appears that the Equipment is visibly damaged upon opening, then the Equipment is returned in accordance with Vodafone's then current returns policy and procedures which gives Customer the right, at its option, to ask for either: (i) a refund (or a credit note if payment has not been made yet) and no replacement; or (ii) for a refund (or a credit note if payment has not been made yet) and the right to order a replacement product;
  - (d) such Equipment arrives in a package that is not visibly damaged at delivery to Customer and, even though the Equipment isn't visibly damaged upon opening by Customer, it appears once initially installed by Customer that it does not work: then the Equipment is returned either under the applicable warranty or the relevant support contract; or
  - (e) such Equipment arrives in a package that is not visibly damaged at delivery to Customer and, even though the Equipment isn't visibly damaged upon opening or initial installation by Customer, breaks down at some point: then the Equipment is returned either under the applicable warranty or the relevant support contract.
- 5.8 **Warranty:** The warranties passed on to the Customer under the General Terms do not apply if the Meraki Equipment:
  - (a) has been altered (except by Cisco);
  - (b) has not been installed, operated, repaired, used or maintained in accordance with instructions made available by Vodafone or Cisco;

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- (c) has been subjected to abnormal or unusual physical or electrical stress or environmental conditions, misused, or negligently handled or operated, except by Vodafone or Cisco;
- (d) is acquired by Customer for beta, evaluation, testing, demonstration purposes or other circumstances for which Vodafone does not receive a payment of a purchase price or license fee; or
- (e) is not Cisco Branded.

#### 5.9 Indemnity – Intellectual Property Rights: Customer acknowledges that:

- (a) for the purposes of the indemnity limitations provision in the General Terms, Equipment also includes Software; and
- (b) by giving Vodafone sole conduct of the defence to a third party claim for intellectual property infringement, if required, Vodafone may afford to Cisco full and exclusive authority for the defence and settlement of the relevant claim (including any subsequent appeal or recourse) and all reasonable assistance for the purpose of contesting any relevant claim.

#### 5.10 Records: Customer shall keep full, true, and accurate records and accounts, in accordance with generally-accepted accounting principles, of the Service by serial number, including information regarding software usage. Customer shall make these records available for audit (which shall not occur more than twice in any consecutive 12 month period, the first period commencing on the Service Commencement Date) upon fifteen days' prior written notice, during Working Hours, at the Customer's principal place of business or such other location where it may maintain relevant records. For the purposes of ensuring compliance with the terms of this Agreement, the Customer shall allow Vodafone or Cisco reasonable access to all relevant premises owned, controlled or used by it.

## 6. Specific Service Element Conditions

### 6.1 Vodafone Internet Router:

- (a) In order to enable good connectivity, Customer must:
  - (i) place the Vodafone Internet Router near to a power socket and phone socket;
  - (ii) keep the Vodafone Internet Router connected to the MX Security Appliance with a maximum distance of 6 foot between the two;
  - (iii) ensure there is enough power and room to connect the Vodafone Internet Router; and
  - (iv) avoid placing the Vodafone Internet Router immediately adjacent to other electrical devices, metal objects (such as racking) or large obstacles.

### 6.2 Meraki MX Security Appliance

- (a) In order to prevent a weak Wi-Fi signal or interference with the Wi-Fi signal or Mobile Broadband Connectivity, Customer must:
  - (i) place the Meraki MX Security Appliance near to a power socket;
  - (ii) place the Meraki MX Security Appliance in a location with strong 4G coverage;
  - (iii) avoid placing the Meraki MX Security Appliance in enclosed environments (such as closed cupboards or lockers); and
  - (iv) avoid placing the Meraki MX Security Appliance immediately adjacent to other electrical devices, metal objects (such as racking) or large obstacles.

### 6.3 Mobile Broadband Connectivity Backup

- (a) The Service shall automatically switch to the Mobile Broadband Connectivity, within 5 minutes of a Fixed Connectivity interruption, for example, due to a Network outage or any other issue that could impact connectivity.
- (b) Customer shall not remove the Vodafone SIM from the Meraki MX Security Appliance.
- (c) Customer shall not use the Mobile Broadband Connectivity unless there is an outage of the Fixed Connectivity.



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- (d) The Mobile Broadband Connectivity is barred from enabling inbound and outbound mobile calls, SMS and is also not enabled for roaming.
- (e) Customer accepts that Vodafone mobile broadband internet speeds are subject to mobile Network coverage and capacity, and the mobile broadband device used for connection. As a result, Customer accepts that the Mobile Broadband Connectivity speeds may vary significantly and may not be equivalent to the speeds of the Fixed Connectivity.
- (f) Customer accepts that Vodafone mobile broadband coverage is subject to the mobile Network coverage and capacity at Customer's Site(s) and it is Customer's responsibility to place the Equipment in a location where a good 4G mobile broadband signal is available.

#### 6.4 Meraki Dashboard

- (a) Customer shall have access to the Meraki Dashboard which will allow Customer to monitor its devices over the Internet and provide Customer with organisation-wide reporting information including licence status device counts and network health, including whether devices are alerting or offline.
- (b) Customer shall not, without Vodafone's prior approval, take any actions on the Meraki Dashboard that may lead to the removal of the Meraki Equipment from the Network and/or the Customer's organisation.
- (c) Vodafone shall:
  - (i) set up the Meraki Dashboard on Customer's behalf;
  - (ii) have the right to use the Meraki Dashboard to monitor the status of devices, managed deployment of devices and set granular user, device and application policies; and
  - (iii) use the Meraki Dashboard to support Incident resolution and to make changes as requested by Customer.

#### 6.5 Meraki MR Access Point

- (a) Vodafone shall not be responsible for any installation, cabling connections, ducting, trunking or drilling required to connect the Meraki MR Access Point to the Meraki Equipment or Vodafone Internet Router.

#### 6.6 Meraki MV Camera

- (a) Vodafone shall not be responsible for the loss of any static or video images recorded and/or stored on the Meraki MV Camera.

#### 6.7 Advanced Security Licence

- (a) The Advanced Security Licence is only applicable to the Meraki MX Security Appliance.

#### 6.8 Static IP Addresses

- (a) Customer shall be responsible for configuring the Static IP Addresses.
- (b) Where Customer selects Static IP Addresses, Customer will not be able to have an Engineer Set Up.

#### 6.9 Engineer Set Up

- (a) The Vodafone Engineer will only carry out the set up of the Vodafone Internet Router, Meraki MX Security Appliance and the Mobile Broadband Connectivity SIM.
- (b) Where Customer selects the Meraki MR Access Point and/or Meraki MV Camera as Optional Service Elements, Customer shall be responsible for their installation and Customer shall also be responsible for the cabling connecting them to the Meraki MX Security Appliance.
- (c) Customer shall ensure that a Customer representative is available to provide the Vodafone Engineer with suitable access to the Customer Site on the agreed date of the Engineer Set Up. Where a Customer Site is not accessible by the Vodafone Engineer on the agreed date of the Engineer Set Up, Vodafone shall be entitled to charge the Customer reasonable cancellation charges for each abandoned appointment.
- (d) Vodafone shall not be responsible for any installation, cabling connections, ducting, trunking or drilling required to connect the Meraki MR Access Point(s) and/or Meraki MV Camera(s).

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#### 7. Service Change Request Procedure

- 5.1 Customer may propose a change to the Service by written request. Upon agreement, the Parties must authorise the change in the form of a change Order or other written amendment to the Agreement (a “**Change Order**”). Vodafone has no obligation to commence work in connection with a change until a Change Order is executed by the Parties. If it is necessary to use additional resources or to incur any other additional costs in making a change, they shall be calculated as a change to the Charges.

#### 8. Data Protection

- 8.1 Vodafone shall act as Data Controller save:

(a) where Customer uses the Meraki Equipment or the Meraki Dashboard (the “Processor Services”).

- 8.2 Where Vodafone shall act as Data Processor in respect of the Processor Services. The remainder of this clause 8 shall apply only in respect of the Processor Services.

- 8.3 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 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 8 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 in line with clause 8.2 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.

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- 8.4 **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 8.4 amends or varies those Transfer Contract 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.
- 8.5 **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 the 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.
- 8.6 **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.
- 8.7 **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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## Service Specification

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#### 1. Introduction

- 1.1 The Vodafone complete connectivity service (the “**Complete Connectivity Service**”) is a solution consisting of both Fixed Connectivity and a backup Mobile Broadband Connectivity. The Service is provided to Customer by combining a Meraki MX Security Appliance, a Vodafone SIM and a Vodafone Internet Router.

#### 2. Service Elements – Core and Optional

- 2.1 The Service shall always comprise of the Core Service Elements and may also, where set out in an Order, comprise of Optional Service Elements.

#### 3. Core Service Elements

- 3.1 **Fixed Connectivity:** shall be provided using Vodafone Enterprise Broadband.

- 3.2 **Vodafone Internet Router:**

- (a) The Vodafone Internet Router provided is a hub that connects the Service to the internet.

- 3.3 **Meraki MX Security Appliance:**

- (a) The Meraki MX Security Appliance offers a wide set of capabilities to address multiple use cases enabling connection of the Service to the internet using Fixed Connectivity and a backup Mobile Broadband Connectivity.

- 3.4 **Mobile Broadband Connectivity Backup:**

- (a) The Mobile Broadband Connectivity is an alternative form of broadband internet access, which the Meraki MX Security Appliance will automatically switch to, within 5 minutes, if the Fixed Connectivity is interrupted, for example, due to a Network outage or any other issue that could impact connectivity.
  - (b) Once the Fixed Connectivity is reinstated, the Meraki MX Security Appliance will automatically switch back to the Fixed Connectivity.

- 3.5 **Advanced Security Licence:**

- (a) The Advanced Security Licence provides Customer with a range of features. A list of features, which may be updated from time to time, can be found at:  
[https://documentation.meraki.com/General\\_Administration/Licensing/Meraki\\_MX\\_Security\\_and\\_SD-WAN\\_Licensing](https://documentation.meraki.com/General_Administration/Licensing/Meraki_MX_Security_and_SD-WAN_Licensing).

- 3.6 **Support Services:** as detailed in the Service Levels section below.

#### 4. Optional Service Elements

- 4.1 In addition to the Core Service Elements, Customer may also order any of the following Optional Service Elements:

- (a) **Meraki MR Access Point(s):**

- (i) Allows Customer to:
      - (A) extend wireless network coverage; and
      - (B) increase the number of Users able to access the wireless network.

- (b) **Meraki MV Camera(s):**

- (i) Allows Customer to:
      - (A) capture video on Customer Site;
      - (B) store video locally within the Meraki MV Camera, there is no need for a separate video storage;
      - (C) send video over Customer’s network, so there is no need for additional cabling or connectors;
      - (D) store video to the cloud; and

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(E) receive movement detection and alerts.

#### 4.2 **Static IP Addresses:**

(a) Allows Customer to retain the same IP address for their internet connection all the time.

#### 4.3 **Engineer Set Up:**

(a) Customer can choose to have a Vodafone Engineer set up the Core Service Elements, for an additional charge.

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## Service Levels

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#### 1. Target Lead Times

The lead times below relate to each Connection ordered, are not guaranteed and are subject to site survey (where necessary), and, for new lines, plant availability.

##### Service only (fixed line service already available)

Service Ordered	Target lead time (from the date on which Vodafone sends the Customer the Order confirmation for the relevant Connection)
Delivery of the Service only	18 Working Days

##### Service and no fixed line service already available

The lead times below include the taking over of an existing Openreach-supplied line or installing a new fixed line:

Service Ordered	Target Lead Time (from the date on which Vodafone sends the customer the Order confirmation for the relevant Connection)
Delivery of the Service plus fixed line service (either take over of existing Openreach-supplied lines or installation of new lines)	32 Working Days

#### 2. Incident Management

- 2.1 Incidents shall be deemed to: (i) commence when acknowledged by Vodafone; and (ii) end when Vodafone advises Incident resolution. The Customer will be deemed to have been advised if Vodafone has made reasonable attempts to contact the Customer.
- 2.2 Outages may be necessary from time to time. Vodafone will use reasonable endeavours to minimise the number of Outages and any subsequent disruption to the Customer. The Customer is responsible for notifying its Users, customers or third party providers of any Outage.

#### 3. Severity Levels of Incidents and Service Resolution Target

- 3.1 Vodafone aims to resolve Incidents within the Service Resolution Target (“SRT”) (see table below). Vodafone cannot confirm that this will be possible in all circumstances and consequently does not offer compensation or service credits if this target is not achieved.
- 3.2 Initially Vodafone will work remotely to resolve all Incidents. However, Vodafone may require an engineer to visit the affected Customer Site. In these instances Vodafone will confirm the Customer Site access availability with Customer and manage the Customer Site visit and Incident resolution according to such Customer Site access.
- 3.3 The table below gives the SRT, depending on the severity of the Incident:

Severity Level	Description	SRT
Impact 1	Total loss of Service at any one Customer Site (loss of both Fixed Connectivity and Mobile Broadband Connectivity)	By 23.59 on the next Working Day.
Impact 2	Partial loss of Service at any one Customer Site which has a significant detrimental effect on the Customer’s use of the Service but which does not represent a total loss of the Service,	By 23:59 on the next Working Day.
Impact 3	Service quality issue (e.g. congestion)	72 hours
Impact 4	Minor issue (e.g. feature not working or intermittent fault)	Reasonable endeavours to resolve as promptly as practicable.

# Complete Connectivity Service



## Service Levels

### Business Customers

- 3.4 Incident resolution times are given in elapsed hours and apply 24/7 except where an engineer is required to visit Customer Site. Resolution times for Incidents that require engineers to visit a Customer Site will depend on the availability of access to the Customer Site.
- 3.5 The target times for resolution of Incidents under this section will not apply to any Incidents that arise during a scheduled maintenance window or as a result of, or in connection with, an Excluded Event.
- 3.6 An aborted Customer Site visit charge may be payable if a Vodafone or Openreach engineer is requested to visit Customer Site and access is not possible or the Incident is found to be on non-Vodafone provided equipment.
- 3.7 **Meraki Equipment:** If the outcome of the Incident is that a replacement of Meraki Equipment is required, Customer shall follow Vodafone's reasonable instructions and the above SRTs may not be applicable. **Mobile Broadband Connectivity:** if the outcome of the Incident is that there is an outage of both the Fixed Connectivity and the Mobile Broadband Connectivity, Vodafone shall aim to resolve the Fixed Connectivity element of the Incident within the SRTs set out in the table at clause 3.33.3 of these Service Levels.



## Definitions

### Business Customers

The following definitions are applicable to the Service:

<b>Advanced Security Licence</b>	a form of licence that provides added security features that help protect the Customer's network from various security threats.
<b>Cancellation Deadline</b>	12 noon on the day which is five Working Days before the Agreed Delivery Date as set out in the Committed Delivery Date Confirmation.
<b>Change Request</b>	any change to the Service which the Customer may be entitled to request under these Service Specific Terms (whether or not it is chargeable).
<b>Cisco</b>	Cisco Systems, Inc.
<b>Cisco Branded</b>	equipment or a service bearing a trademark or service mark of Cisco Systems, Inc. or any member of the Cisco group of companies.
<b>Cisco Meraki</b>	Meraki, LLC (a member of the Cisco group of companies).
<b>Cisco Service Description</b>	the Cisco Service Description, as updated from time to time, and available at <a href="https://www.cisco.com/go/servicedescriptions">https://www.cisco.com/go/servicedescriptions</a> .
<b>Committed Delivery Date Confirmation</b>	the letter from Vodafone to the Customer confirming the Agreed Delivery Date.
<b>Documentation</b>	any user manuals, training materials, product descriptions and specifications, technical manuals, license agreements, supporting materials and other information relating to products or services offered by Vodafone or Cisco, whether distributed in print, electronic, CD-ROM or video format.
<b>Engineer Set Up</b>	an Optional Service Element, as further detailed in these Service Specific Term, where a Vodafone Engineer will set up the Meraki MX Security Appliance, the Vodafone SIM and the Vodafone Internet Router, at Customer's Site and ensure that the Service is ready for use by the Customer.
<b>EULA</b>	the Cisco End User License Agreement, as updated from time to time, and available at <a href="https://www.cisco.com/c/en/us/about/legal/cloud-and-software/software-terms.html">https://www.cisco.com/c/en/us/about/legal/cloud-and-software/software-terms.html</a> .
<b>Excluded Event</b>	<p>any of the following:</p> <ul style="list-style-type: none"> <li>(a) a fault or incident with any other Vodafone service purchased under separate Service Terms;</li> <li>(b) a fault or incident in, or any other problem associated with, non-Vodafone-supplied power, any Customer Equipment, non-maintained structured cabling or other systems or networks not operated or provided by Vodafone (including a fault or incident relating to consumption of services over the internet);</li> <li>(c) a fault or incident caused by the Customer's negligence, act or omission or that of any third-party not within Vodafone's direct control;</li> <li>(d) the Customer not performing or a delay in performing any of the Customer's obligations or conditions of use set out in the Agreement;</li> <li>(e) a fault, incident or delay that arises as a result of a request by the Customer for an expedited delivery of the Service;</li> <li>(f) the Customer requesting Vodafone to modify a Connection or Customer Site, or test one although no Incident has been detected or reported in accordance with these Service Specific Terms;</li> <li>(g) Service suspension or a Force Majeure event in accordance with the General Terms;</li> <li>(h) the inability or refusal by a third-party supplier to provide the access circuit at a Customer Site;</li> <li>(i) a Change Request in the process of implementation;</li> <li>(j) an Outage;</li> <li>(k) any degradation of performance that is caused by, or for any fault in, the access circuit that occurs as a result of, or in connection with, technical limitations beyond Vodafone's control;</li> <li>(l) a fault or incident caused by failure at any other Customer Site;</li> <li>(m) a fault or incident caused by any fault or failure of a router or modem (whether or not supplied by Vodafone);</li> <li>(n) Vodafone being unable to access or being delayed in accessing the Customer Site (where a Customer Site visit is required) due to reasons outside its control,</li> </ul>



## Definitions

### Business Customers

	including, inclement weather or the Customer's or any third party's refusal to admit Vodafone; or (o) any other circumstances caused by events for which Vodafone is not liable in accordance with the terms of the Agreement.
<b>Extra Service Terms</b>	the additional Vodafone Enterprise Broadband service terms set out in this Agreement, which apply to the Service.
<b>Fixed Connectivity</b>	a form of fixed internet access, provided by Vodafone, and for the purposes of this Service, shall be Vodafone Enterprise Broadband.
<b>Incident</b>	means an unplanned interruption to or reduction in the quality of the Service, or a failure of a Service configuration item.
<b>Meraki MR Access Point</b>	Cisco Meraki's cloud-managed access point device which can be either an indoor or an outdoor model, depending on Customer's requirements.
<b>Meraki MV Camera</b>	Cisco Meraki's camera which can be either an indoor or an outdoor model, depending on Customer's requirements.
<b>Meraki Dashboard</b>	a Cisco Meraki web-browser-based tool used to configure Meraki Equipment and services.
<b>Meraki Equipment</b>	the Meraki MR Access Point, Meraki MV Camera and Meraki MX Security Appliance. Meraki Equipment shall be treated as Equipment, except that title to any Meraki Equipment shall never pass to Customer.
<b>Meraki MX Security Appliance</b>	Cisco Meraki's security appliance which connects to the Vodafone Internet Router.
<b>Meraki Wi-Fi and Security Devices</b>	the Meraki MX Security Appliance, Meraki MR Access Point and Meraki MV Camera.
<b>Mobile Broadband Connectivity</b>	a form of mobile broadband internet access, provided by Vodafone through its network coverage, using a Vodafone SIM inserted into the Meraki MX Security Appliance.
<b>Outage</b>	a temporary interruption to the Service allowing Vodafone to carry out essential maintenance or network upgrades to the Service and/or equipment.
<b>Router</b>	a router which is Equipment used in connection with the Service.
<b>SEULA</b>	the Cisco Supplementary End User License Agreement, as updated from time to time, and available at <a href="https://www.cisco.com/c/dam/en_us/about/doing_business/legal/seula/meraki-seula.pdf">https://www.cisco.com/c/dam/en_us/about/doing_business/legal/seula/meraki-seula.pdf</a> <a href="https://www.cisco.com/c/en/us/about/legal/cloud-and-software/software-terms.html">https://www.cisco.com/c/en/us/about/legal/cloud-and-software/software-terms.html</a> .
<b>Static IP Addresses</b>	a fixed and unique Internet Protocol (IP) address that is assigned to a Customer device to allow the device to remain connected to the internet via the same IP address.
<b>Vodafone Engineer</b>	a Vodafone employee or third party contractor who will access the Customer Site in order to set up the Meraki MX Security Appliance, Vodafone SIM and Vodafone Internet Router.
<b>Vodafone Enterprise Broadband</b>	a form of Fixed Connectivity provided by Vodafone. Where Customer requests Vodafone Enterprise Broadband over FTTC/SOGEA/ADSL Access, Vodafone will offer the highest speed variant available at Customer's Site (subject to Openreach speed availability).
<b>Vodafone Internet Router</b>	a Router at a Customer Site that is provided by Vodafone.
<b>WEEE</b>	has the meaning given in clause 4.13.
<b>WEEE Directive</b>	has the meaning given in clause 4.13.

# Complete Connectivity Service



## Extra Service Terms – Vodafone Enterprise Broadband (“VEB”)

Business Customers

### 1. Service Term Structure

- 1.1 These Extra Service Terms also apply to the Complete Connectivity Service. In the event of any conflict between these Extra Service Terms and the Complete Connectivity Service Terms, then the Complete Connectivity Service Terms shall take precedence.

### 2. Extra Service Terms

- 2.1 The Extra Service Terms for Vodafone Enterprise Broadband Service can be found at the following link and are incorporated by reference:

[www.vodafone.co.uk/terms](http://www.vodafone.co.uk/terms)

- 2.2 **Customer Obligations:** Customer shall, prior to Vodafone providing the Service:

- (a) ensure that the Vodafone Internet Router is available for an Openreach engineer to connect it to the broadband line as a part of the broadband installation; and
- (b) configure the Vodafone Internet Router as directed by Vodafone.

- 2.3 The Customer accepts that certain features and functionality detailed in the Extra Service Terms for Vodafone Enterprise Broadband may be limited for the Complete Connectivity Service, including but not limited to the applicability of certain Service Levels, Service Credits and the availability of some of the Service Elements.

- 2.4 The Tiered Support Service Specific Terms shall not apply to the Complete Connectivity Service.

- 2.5 Further details on the specific make-up of the Vodafone Enterprise Broadband service, as part of the Complete Connectivity Service, can be found in the Commercial Terms and/or Order.