

Service Terms

Vodafone Business Managed Laptops

1. The Service - overview

- 1.1 Service:** Vodafone Business Managed Laptops offers distribution, control, Endpoint Management Services and where applicable OEM Warranty Services as set out in these Service Terms (the “**Service**”).

2. Service Terms Structure

- 2.1** In addition to these Service Terms, the following documents further govern Vodafone's supply of the Service and form part of the Agreement, applying in the order of precedence set out in the General Terms:

- (a) the Commercial Terms;
- (b) the General Terms;
- (c) the Mobility Service Terms;
- (d) the Order, which confirms the Service elements selected by Customer; and
- (e) any applicable policies and guidelines, as provided from time to time by Vodafone.

3. Conditions of Use

- 3.1** Customer acknowledges and agrees that the Service is only available to bodies corporate and is not available to:

- (a) Individuals;
- (b) Partnerships or limited partnerships consisting of two or three persons, not all of whom are bodies corporate; or
- (c) 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.

- 3.2** Customer hereby warrants, represents and undertakes that in entering into this Agreement it is not:

- (a) An individual;
- (b) A partnership or limited partnership consisting of two or three persons, not all of whom are bodies corporate; or
- (c) An unincorporated body of persons, which does not consist entirely of bodies corporate.

- 3.3** Vodafone will have the right to immediately terminate the Agreement without notice and Recovery Charges and any applicable Compensation Charge will become payable, where:

- (a) Customer notifies Vodafone of a change in company status to one listed in clause 3.2 above or seeks to wind itself up/dissolve its status as a limited company; or
- (b) Vodafone becomes aware that the Customer was not a limited company at the time of entering into this Agreement, including when the Customer purchases additional Services at a later date or that the Customer's company status has changed to one listed in clause 3.2 above.

- 3.4** Customer must notify Vodafone as soon as possible if the relevant event in clause 3.3 occurs.

- 3.5 Customer Information:** Customer and its Users must provide all necessary information and complete all documentation required by Vodafone for the purposes of the Services.

3.6 Data Protection:

- 3.6.1** Unless otherwise specified in the remainder of this Clause 3.6, Vodafone shall act as Data Controller for the Personal Data processed in this Service.

- 3.6.2** Vodafone shall act as Data Controller save where Vodafone Processes any User Personal Data on behalf of the Customer (the “**Processor Services**”).

- 3.6.3** Vodafone shall only act as Data Processor in respect of the Processor Services. The remainder of this Clause 3.6 shall apply only in respect of the Processor Services.

- 3.6.4** 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 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.

3.6.5 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 3.6.5 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.

3.6.6 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.

3.6.7 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.

3.6.8 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.

3.7 Authorised Users: Access to Marketplace is limited to Customer employees and contractors. Customer is liable for all acts and omissions conducted on Marketplace, including Charges arising from unauthorised/fraudulent use.

3.8 Use of Service: Customer must not resell, distribute, provide, grant any interest in, or sub-licence the Service/Equipment.

3.9 Third Party Providers: Customer acknowledges that parts of the Service are provided by a Third Party Provider.

3.10 EULAs: Vodafone does not control any applicable licensing terms (including additional fees) required for use of a Third Party Provider applications and the Customer's use of such is subject to the terms and conditions of the applicable Third Party Providers. If Customer fails to accept the Third Party Provider's terms and conditions, Customer will not be able to access the affected Service and Vodafone is excused from liability for failure to deliver.

3.11 Indemnity: Customer must indemnify and hold Vodafone harmless from any and all claims losses, liabilities, damages, expenses, and costs incurred by Vodafone and relating to any of the following: (a) Customer's use of the Service; and/or (b) any claims, including but not limited to, any User claim or third party claim, about Customer's acts/omissions or use/deployment/management of Equipment.

4. Delivery:

4.1 Vodafone will only deliver within the UK. If Vodafone is unable to provide the required Service/Equipment because a Third Party Provider is unable to provide that Service/Equipment to Vodafone (e.g. if an OEM discontinues sale or support for Equipment, or if delivery cannot be made to the specified address), Vodafone is excused from delivery of the affected Service/Equipment.

4.2 Upon delivery of the relevant Equipment to the delivery location, Customer shall inspect the delivery and verify that the Equipment complies with the relevant Order and is not visibly damaged. If satisfied with the inspection under this clause 4.2, Customer shall execute the delivery company's Delivery Note which shall evidence the delivery of the Equipment to Customer.

4.3 Within four (4) Working Days of (and including) the Delivery Date ("**Validation Period**"), Customer shall validate that:

(a) the relevant Equipment is in Good Working Condition, undamaged and acceptable to Customer; and

(b) the VBML Build (if any) is to the satisfaction of the Customer.

4.4 Customer must raise a Service Request via Marketplace before the expiry of the Validation Period if any Equipment does not satisfy the requirements of clause 4.3 above ("**Unsatisfactory Equipment**"). Each Service Request shall provide the reason(s) as to why any delivered Equipment is unsatisfactory.

4.5 Subject to strict compliance with clause 4.4 above, Customer shall make such Unsatisfactory Equipment available for collection by Vodafone or a Third Party Provider (within three (3) Working Days of the end of the Validation Period).

4.6 Subject to clauses 4.4. and 4.5 above, Vodafone will rectify any issues with the Unsatisfactory Equipment and will deliver Equipment to Customer that satisfies the requirements of clause 4.3 above ("**Revised Equipment**").

4.7 Customer will notify Vodafone as soon as possible if Equipment is not delivered within 10 Working Days of the relevant dispatch notification.

4.8 If Customer fails or refuses to take delivery of the Equipment in accordance with clause 4.2 above, Vodafone will make two further attempts to deliver the Equipment before cancelling the relevant order. Customer shall be liable for any costs incurred by Vodafone associated with: (i) the return or collection of the relevant Equipment; (ii) any applicable Recovery Charge and Compensation Charge where the order has been cancelled. For the purposes of calculating the Recovery Charge under this clause 4.8, the Service Commencement Date for the Equipment that Customer has failed or refused to take delivery of shall be deemed to be the date of the third attempted delivery.

4.9 If Customer's acts or omissions delay or prevent the Service Commencement Date, Vodafone may: (a) set a new Service Commencement Date and/or (b) terminate the order and apply a Recovery Charge.

5. Equipment

5.1 As part of the staging process (as further described in clause 9 of these Service Terms), Customer: (a) agrees Vodafone or Third Party Providers (acting as Customer's agent) may accept on Customer's behalf all relevant Third Party Provider terms as are appropriate ("**OEM Terms**"); and (b) warrants that Customer intends to be bound by and will comply with the OEM Terms.

5.2 Warranty repairs: If Equipment (excluding Accessories) becomes damaged/faulty during the Rental Period and such damage or fault is covered by the relevant OEM Warranty Service and/or Additional Service Package, Customer must raise the applicable Service Request. Subject to an initial assessment, Vodafone will collect the faulty device for repair. Upon repair (or if applicable replacement) of the damaged/faulty Equipment, Vodafone will ship the Equipment back to the Customer in accordance with the Service Levels at clause 13 of these Service Terms. If Vodafone/OEM disagree it is faulty or determine it is Beyond Economic Repair, there may be an associated Charge. Vodafone will contact Customer to discuss.

5.3 If Accessories become faulty during the applicable OEM Warranty Period, and such fault is covered by the OEM Warranty Service, Customer must raise the applicable Service Request. Subject to an initial assessment, Vodafone will direct the applicable OEM to replace the faulty Accessories in line with the OEM Warranty Service.

5.4 Out of warranty repairs: If Equipment (excluding Accessories) becomes damaged/faulty during the Rental Period and such damage or fault is not covered by the OEM Warranty Service and/or Additional Service Package, Customer must raise the applicable Service Request. Subject to an initial assessment, Vodafone will collect the faulty device for repair. Following an assessment of the damage/fault, a quote will be provided to the Customer detailing the applicable out of warranty charges which must be approved by Customer prior to repair and/or replacement of the Equipment. Vodafone will ship the Equipment back to the Customer in accordance with the Service Levels at clause 13 of these Service Terms.

5.5 Replacement Equipment will be shipped to the same delivery address as the original Equipment.

5.6 The Service Commencement Date and Rental Period for Equipment that has been replaced under warranty will be the same as for the original Equipment that has been replaced.

5.7 Where Equipment is lost/stolen/damaged Beyond Economic Repair, this will constitute early termination of the relevant Service and Customer will be liable to pay a Recovery Charge (or Late Return Charge if applicable) and Compensation Charge in respect of that Service.

5.8 Equipment will be supplied with the applicable OEM Warranty Service. The period of cover relating to the OEM Warranty Service is as set out in the Vodafone Business Managed Laptops Commercial Terms.

6. Rental Terms

6.1 Customer must provide the office address and VAT number for each subsidiary/location to which Customer wants Equipment delivered.

6.2 Customer does not own the Equipment, Owner does. Customer must not sell/dispose of the Equipment.

- 6.3 Owner may, without Customer's consent, transfer/assign its title to or interest in the Equipment provided Customer's rights to use the Equipment are not affected.
- 6.4 Customer/Customer's Users may use the Equipment for the Rental Period and any applicable Extended Period.
- 6.5 Customer must keep Equipment in Good Working Condition and only use the Equipment for the purpose for which they were designed.
- 6.6 Customer must insure the Equipment for its full replacement value against loss, theft, destruction, confiscation, or damage and adequately insure against public liability for bodily injury or damage to property arising in connection with the Equipment.
- 6.7 Customer must pay all applicable Rental Charges, Recovery Charges and Compensation Charges, even if Equipment is lost, damaged, stolen, not working or needs to be repaired.

7. End of Rental Period

- 7.1 Customer may terminate the Service before the end of the Rental Period by raising a Service Request, returning the Equipment at Customer's cost to Vodafone or where directed to a Third Party Provider and paying the applicable Recovery Charge and Compensation Charge. If Equipment is not received by Vodafone, the Service will continue. If Customer returns equipment that differs from the Service Request and there are fewer than 30 days Rental Period remaining for the item, the Service will terminate and Customer must pay Recovery Charges and Compensation Charges.
- 7.2 Early termination of the relevant Service shall only take effect when:
 - (a) Vodafone or its nominated Third Party has actually received the relevant Equipment at the Return Location; and/or
 - (b) Customer has made all payments required under clause 7.1 above.
- 7.3 At the end of the relevant Rental Period for any Equipment, Customer may:
 - (a) return the Equipment to Vodafone in accordance with clause 8 of these Service Terms; or
 - (b) continue renting the Equipment for an Extended Period.
- 7.4 Once Equipment is returned or collected in accordance with clause 7.3(a) of these Service Terms, all Services shall cease. If Customer continues to rent Equipment pursuant to clause 7.3(b) of these Service Terms, then Customer may be able to continue to obtain any applicable Endpoint Management Services until the Equipment is returned and/or the Extended Period is otherwise terminated. However, the applicable OEM Warranty Service may no longer be available or may have expired.
- 7.5 If Customer has not returned any Equipment to the Return Location within its Grace Period, then the Service for that Equipment shall continue and Customer shall rent such Equipment for an Extended Period until the Extended Period is terminated or expires.
- 7.6 If Customer elects to continue to rent any Equipment for an Extended Period or where clause 7.5 of these Service Terms applies, then all applicable Charges shall be payable for each calendar month (or part month) during which Customer is renting the Equipment.
- 7.7 If Customer wishes to terminate the rental of any Equipment while such Equipment is being rented during an Extended Period then Customer must first notify Vodafone via the relevant Service Request and return the Equipment to Vodafone in accordance with clause 8 of these Service Terms.

8. Return of Equipment

- 8.1 Where Customer elects to return, or is otherwise required to return any Equipment in accordance with these Service Terms, Vodafone shall determine at its discretion that Customer must either:
 - (a) pack such Equipment into an appropriate return parcel and make the Equipment available for collection by Vodafone; or
 - (b) at its own expense (which includes all transport, insurance and related costs) return and deliver the Equipment to the Return Location in Good Working Condition.
- 8.2 Vodafone will grade all returned Equipment and calculate the Compensation Charge which shall be payable by Customer. Upon request, Vodafone will provide Customer a report detailing how the Compensation Charge was calculated. Customer has 3 Working Days to dispute the Compensation Charge.
- 8.3 When returning Equipment (including power cord), either for repair or at the end of the Rental Period, Customer must have raised a Service Request in advance. If it is the end of a Rental Period, Customer must send all Equipment (including laptop/batteries/power cords/plugs but not other peripherals) to Vodafone on or before the next Working Day after the end of the Rental Period using an appropriate method of tracked post. Customer must remove security measures/applications (e.g. password protection) and wipe the Equipment of any User Data. Vodafone is not responsible for loss/corruption of User Data on the Equipment. If the wrong Equipment is returned, Customer must confirm if the Equipment should be returned or disposed of. Charges will be payable by Customer for shipping or disposal.
- 8.4 Where Customer fails to comply with the provisions of clause 8.3 of these Service Terms including the removal of security measure/applications (e.g. password protection), the relevant items of Equipment shall be deemed not to have been returned and a Compensation Charge based on a "Grade E" compensation percentage is payable by Customer.
- 8.5 If, at the end of a Rental Period or Extended Period, Customer fails, or is otherwise unable to return the relevant Equipment, a Compensation Charge based on "Grade E" compensation percentage is payable by Customer.

9. VBML Onboarding Build

- 9.1 Before the initial order for Equipment, Customer shall procure and provide to Vodafone an approved configuration-build profile ("VBML Onboarding Build") which shall be procured under a separate agreement. The VBML Onboarding Build will be used as the template for Customer's VBML Build requirements (including in-life key component updates) applied to all Equipment supplied under the order. The VBML Onboarding Build is a mandatory pre-requisite for the provision of the Service.

- 9.2 Where Customer wishes to make changes to the VBML Onboarding Build detailed in the applicable order, Customer shall procure a new VBML Onboarding Build under a separate agreement and such changes shall be implemented subject to written agreement between Vodafone and Customer.

10. Endpoint Management Services

- 10.1 **Mandatory Accompanying Services:** In order to receive the Endpoint Management Service, Customer must meet the minimum Microsoft licensing requirement by having Microsoft Intune and Microsoft Azure Active Directory P1 (or a licence bundle containing). Customer must purchase such licensing requirements under a separate agreement with Vodafone or with an alternative provider (the “**Mandatory Accompanying Services**”). The terms and charges for the Mandatory Accompanying Services are not included in these Service Terms. If Customer fails to purchase or maintain the Mandatory Accompanying Services, Vodafone may terminate the Service and charge Customer any applicable Recovery Charge and Compensation Charge.
- 10.2 **Third Party Claims:** Customer shall indemnify Vodafone against any liability to a third party arising out of or in connection with any claim made against Vodafone or its subcontractors by a third party arising out of or in connection with Customer's failure to obtain third party licences or approvals for Third Party Provider facilities, software, hardware or resource used in connection with provision of the Service. This provision is not subject to the liability cap in the General Terms.
- 10.3 Customer acknowledges that the Service constitutes authorised access to Customer's computer systems. Vodafone may disclose this grant of authority to a third party if Vodafone deem necessary to perform the Service.
- 10.4 Customer must provide Vodafone (and any third party engaged by Vodafone in connection with the Services) access to software that is covered by, or required for, the Services at reasonable times in accordance with Customer's standard security procedures
- 10.5 Where necessary to enable Vodafone to carry out its obligations under this Agreement, Customer shall be responsible for providing Vodafone with access at all times to the Customer's environment (including, but not limited to, Customer Equipment, Customer Sites and Equipment located at Customer Sites, and Customer's network) to enable Vodafone to provide support and/or carry out replacements or repairs in the event of any system failure.
- 10.6 Customer must ensure that the Customer's systems comply with all pre-requisites for supply of the Services reasonably notified to the Customer in advance by Vodafone.
- 10.7 Customer acknowledges and agrees that:
- (a) the Service is not warranted to operate uninterrupted or error free;
 - (b) the Service is not fault tolerant and is not designed or intended for use in hazardous environments requiring fail-safe operation, including without limitation aircraft navigation, air traffic control systems, weapon systems, life support systems, nuclear facilities, or any other applications in which Service failure could lead to death, personal injury, or property damage; and
 - (c) it is Customer's sole responsibility to provide appropriate and adequate security for Customer's organisation, its assets, systems and employees.

11. Support Services

- 11.1 Vodafone will provide Customer with support services during Working Hours for Incidents, Service Requests, and new order fulfilment, in English only. Customer must provide Vodafone with details of two contacts who will be responsible for accessing the support services and liaising with Vodafone (the “**Nominated Individuals**”).
- 11.2 Only Nominated Individuals are entitled to raise a Service Request.
- 11.3 When notifying Vodafone of an Incident, Customer shall ensure that it provides all information reasonably requested by Vodafone to enable Vodafone to process such notification.
- 11.4 Where Vodafone initiate changes to the Service/Equipment (e.g. to carry out essential maintenance or upgrades), Vodafone may have to temporarily interrupt the Service and will notify Customer of this in advance.
- 11.5 Customer permits Vodafone to interrupt the Service to resolve a Priority Level 1 or 2 Incident (or the Incident will be downgraded to a Priority Level 3 Incident).
- 11.6 Vodafone is not responsible for any fault caused by an Excluded Event and Customer shall reimburse Vodafone for reasonable expenses associated with actions taken when Customer has reported a fault caused by an Excluded Event.

12. VBML Build Support - Service Level Terms

- 12.1 Before Customer raises a Service Request, Customer's IT support team must undertake initial triage diagnostics as advised in the VBML Onboarding Build document.
- 12.2 Subject to completion of the steps set out at clause 12.1 above, where Customer suspects a problem with the VBML Build which is impacting Users, Customer shall log the applicable Service Request.
- 12.3 Vodafone shall use reasonable endeavours to resolve an Incident in accordance with the Incident Resolution Times set out in Table 1 below:

Table 1

Priority Level	Priority Level definition	Incident Resolution Time
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1	The Incident is impacting all Users and has a very high impact in all business areas. Business Impact: Work cannot continue.	4 hours (24/7)
2	The Incident has high impact across large population of Users Business Impact: Business services are impaired and business critical work impaired.	8 hours (24/7)
3	The Incident impacts a group of Users end user experience system. Business Impact: Business applications experience problems, but users are still able to work.	16 Working Hours
4	The Incident creates a minor inconvenience. Business Impact: User can continue to work as normal.	32 Working Hours

12.4 Incident Resolution Time is calculated as the number of hours between the time Vodafone issue a Unique Identifier and the time Vodafone issue a Closure Notification for the Incident.

12.5 Service Exclusions: The following items are not supported under the support service:

- (a) User desktop support
- (b) Application-level issues
- (c) Operating System level issues that are not outlined the service summary section of the Endpoint Management Service Specification
- (d) Networking and connectivity issues
- (e) Issues with policy and configurations that were not deployed in line with the VBML Onboarding Build.

13. Equipment Support - Service Level Terms

13.1 Prior to raising a Service Request relating to Equipment, Customer's IT support team must undertake initial triage diagnostics as advised in the troubleshooting guide as provided by Vodafone) to determine that the issue relates to an Equipment fault.

13.2 Subject to completion of the steps set out at clause 13.1 above, where Customer suspects an Equipment fault is impacting a User, Customer shall log the applicable Service Request with a description of the nature of the problem.

13.3 Vodafone shall use reasonable endeavours to provide the service levels attached to each stage of the Equipment support process as set out in Table 2 below:

Table 2

Support Stage	Definition	Service Level
1	Vodafone acknowledge receipt of the Incident by issuing a Unique Identifier.	2 Working Hours From point at which Customer raises the Service Request
2	Organisation of a courier to collect the applicable Equipment and return this to Third Party Provider warehouse for warranty repair. *Delivery times are outside Vodafone control and are excluded from any service level.	Within 8 Working Hours having successfully triaged the originating request
3	Repair of applicable Equipment	In line with manufacturer warranty SLA (Outside Vodafone control)
4	Build & Reverse Logistics: On completion of a repair by the manufacturer. The time to rebuild the repaired device in alignment with the Build Document and organise a courier for collection and despatch to the Customer.	Within 8 Working Hours of Vodafone issuing a Closure Notification

14. Definitions

14.1 The following definitions apply to these Service Terms:

Accessories means any screens or docking stations only.

Additional Service Charge means the monthly recurring Charge for the duration of the Rental Period for the any applicable Additional Service Package.

Additional Service Package means any additional Services as may be summarised in the relevant Order.

Applicable Law means law, regulation, binding code of practice, rule, order, or requirement of any relevant government or governmental agency, professional or regulatory Authority, each as relevant to (a) Vodafone in the provision of the Service and/or (b) Customer in receipt of the Service or carrying out of its business.

Assignee means Macquarie Equipment Finance DAC or one of its Affiliates and/or any third party being a financial institution or any other entity which finances equipment and rental receivables.

Beyond Economic Repair means (a) Equipment that has been damaged to the extent that the cost of repairing it exceeds 75% of the cost of replacing it with refurbished equivalent Equipment as determined by Vodafone; or (b) Equipment that is not returned to Vodafone as required by these Service Terms.

Charges means the charges or fees set out in the Order or the product page on Marketplace.

Closure Notification means notice provided to the Customer by Vodafone confirming resolution of an Incident.

Compensation Charge means the amount payable by Customer to Vodafone for the failure to return any Equipment in Good Working Condition, or at all, calculated in accordance with the Compensation Table at Annex 1 of the Vodafone Business Managed Laptops Commercial Terms.

Customer Group means Customer and any company that controls, is controlled by, or is under common control with Customer. For this purpose, control means having the beneficial ownership of more than 50% of the issued share capital, or the legal power to direct the general management of the company in question.

Delivery Date means in respect of Equipment, the date that such Equipment is delivered to Customer which is evidenced by Customer's execution of the relevant Delivery Note in accordance with clause 3.2 of these Service Terms.

Delivery Note means the note or docket, in hard copy or electronic form, evidencing delivery of Equipment to Customer by the relevant delivery or logistics company appointed by Vodafone.

Endpoint Management Services means a suite of managed services to help customers plan, migrate optimise and manage their Microsoft environment.

Equipment means laptops (excluding any Accessories) supplied by or on behalf of Vodafone to Customer under the Service and listed in the applicable order, including any replacement Equipment and Revised Equipment.

Excluded Event means an Incident caused by: (a) another Vodafone service purchased under a separate order; (b) non-Vodafone supplied power, Equipment (after the expiry of the Rental Period), or other systems or networks not operated or provided by Vodafone (including an Incident relating to consumption of services over the internet); (c) the negligence, act, or omission of Customer or a third-party not within Vodafone's direct control; (d) Customer delay or non-performance of any of Customer obligations set out in these Service Terms; (e) the inability or refusal by a Third Party Provider to provide a part of the Service; (f) a Force Majeure event; and (g) Service outage following a pre-notified planned maintenance window; (h) courier or third party repair company delays.

Extended Period means in respect of any Equipment and associated Services, all additional months (or part months) of continued use or possession of the Equipment following expiry of the Rental Period.

Force Majeure means any circumstances, events, omissions, or accidents beyond the reasonable control of a Vodafone/Customer, and that could not have been avoided by due diligence, and that prevent that Vodafone/Customer or its Third Party Providers from performing any or all of its obligations (excluding the obligation to pay Charges).

Good Working Condition means: (a) on delivery to Customer, undamaged and fully functioning complete with all original components and operating systems licence and media required to operate the Equipment in its specified form or configuration; and (b) at the relevant time of evaluation, the Equipment would qualify as "Grade A" as set out in the Compensation Table below.

Grace Period means for the return of any Equipment, a period of ten (10) Working Days from the expiry or termination of the applicable Rental Period or Extended Period.

Incident means an unplanned interruption to or reduction in the quality of the contracted Service, which Vodafone reasonably determines is caused by an error in the Vodafone Services only, and excluding any fault, incident or problem with any other service purchased under separate service terms.

Monthly Recurring Charge means the Rental Charge and/or the Additional Service Charge if applicable.

OEM Warranty Service means the warranty service set out in the Extra Service Terms applicable to the relevant item of Equipment

OEM Warranty Period means the period of warranty cover under the applicable OEM Warranty Service as set out in the Commercial Terms and/or Order.

Order means the ordering document that includes the description and price of the Equipment, Service, Equipment and/or Additional Service Packages and may include the Rental Period of the Service.

Owner means Macquarie Equipment Finance DAC, each of its affiliates and/or an Assignee (as applicable).

Recovery Charge means any Charge payable by Customer for early termination or failure to meet commitments as set out in the order. **(Y x Z)**

Y = Rental Charge

Z = Number of whole and partial months left in the Rental Period for each item of Equipment

Rental Charge means the monthly recurring Charge for the duration of the Rental Period and any applicable Extended Period, that includes the amount of the rent instalment plus stamp duty (if any) and VAT payable in relation to that amount, as set out in the relevant product page on Marketplace.

Rental Period means the period set out in an order for each item of Equipment. The Rental Period commences on the relevant Service Commencement Date and expires when the Rental Period(s) for that Equipment has expired.

Return Location means an address of Vodafone or Third Party Provider notified by Vodafone to Customer.

Service Commencement Date means the Delivery Date of that Equipment to the Customer.

Service Request means a request for service made by Customer to Vodafone.

Third Party Provider means a third party contracted by Vodafone that provides part of the Service. Third Party Providers may include members of the Vodafone Group.

Unique Identifier means the unique reference key given to Customer by Vodafone once Vodafone have logged an Incident or Service Request.

User means an end user of the Services who must be a permanent or temporary employee or sub-contractor of Customer.

User Data means any information that relates to an identified or identifiable User.

VBML Build means the agreed Cloud Native Endpoint Experience on the device.

Working Day means on Monday to Friday inclusive but excluding public holidays in the country where the Service is delivered from.

Working Hours means the hours between 0900 and 1800 on a Working Day, or as otherwise stated in the applicable service levels.

Commercial Terms

Vodafone Business Managed Laptops

1. Ordering, Term and Commitment

- 1.1 **Orders:** Equipment, the Service and any applicable Additional Service Packages are delivered based on the relevant Order.
- 1.2 Orders are deemed accepted on the earlier of: (a) Vodafone's written acceptance; or (b) the Service Commencement Date.
- 1.3 **Rental Period:** Vodafone's offer is based on the Customer, who must be a Limited Company, using the Service for the Rental Period as set out in the Order.
- 1.4 **Service Commencement Date:** Each item of Equipment may have a different Service Commencement Date where there are different Delivery Dates.

2. Charges

- 2.1 Charges include Monthly Recurring Charges and One-off Charges.
- 2.2 **Monthly Recurring Charges:** begin on the Service Commencement Date for each item of Equipment.
- 2.3 **One-off Charges:** are specified on the relevant Order and relate to the purchase of Accessories. One-off Charges shall be charged on the first invoice after the charge has been incurred.

3. OEM Warranty Services

- 3.1 The following table summarises the period of cover relating to each OEM Warranty Service.

Equipment type	Warranty period
Laptop (Dell and Lenovo)	Same period as Rental Period
Docking Station	3 years
Monitor	3 years

4. Recovery Charges

- 4.1 **Recovery Charge:** Customer must pay a Recovery Charge if the applicable Service is terminated before expiry of the Rental Period.
- 4.2 **Compensation Charge:** If any Equipment is returned to Vodafone but not in accordance with clause 8 of the Vodafone Business Managed Laptops Service Terms, then Customer must pay to Vodafone the applicable Compensation Charge.
- 4.3 Vodafone will grade all returned Equipment in accordance with the Compensation Table at Annex 1 of these Commercial Terms and calculate the Compensation Charge payable by Customer. Upon request, Vodafone will provide Customer a report detailing how the Compensation Charge was calculated. Customer has 3 Working Days to dispute the Compensation Charge.

5. Invoicing and Payment Terms

- 5.1 **Invoicing Frequency of Monthly Recurring Charges:** Monthly
- 5.2 **Due Date:** Thirty (30) days from the date of invoice by direct debit or another electronic payment method agreed with Vodafone.
- 5.3 **VAT:** All Charges are exclusive of VAT or any other analogous tax. VAT will be added to the amount payable at the standard VAT rate in force when VAT invoices are issued

Annex 1 - Compensation Table

Compensation Charge = Current Lessor Value x the Compensation Percentage set out below.

Current Lessor Value means the relevant value attributed to Equipment when calculated by Vodafone (assuming the condition of the Equipment is or should be Grade A) as notified by Vodafone to Customer. The Current Lessor Value may never be less than the fair market value of the Equipment (assuming the Equipment is in Good Working Condition).

GRADE	Compensation Percentage	General Condition	Damage detail
GRADE A	0.00%	Excellent condition	<p>Functionally complete and excellent to minor cosmetic wear</p> <p>System has passed all our quality control tests and may show slight signs of use including:</p> <ul style="list-style-type: none"> *Faint marks on the plastics, ports, keyboard and pads *Up to 5 light to medium scratches (less than 1cm in length) or scruffs allowed on the plastics. *No scratches on the screen or fading on the keyboard keys <p>Any wear does not affect the use of the device and no major defect</p>
GRADE B	0.00%	Good condition	<p>Functionally complete and noticeable cosmetic wear. Any wear does not affect the use of the device and no major defect.</p> <p>System has passed all our quality control tests and will show signs of use including:</p> <ul style="list-style-type: none"> *Up to 10 light to medium scratches (less than 1cm in length) or scruffs allowed on the plastics. *Minor dent on the plastics that are small to medium in size less than 1 cm *Noticeable fading to mouse pad & keys (all letters are still clearly visible). *No scratches on the screen
GRADE C	30.00%	Fair condition	<p>System has passed all our quality control tests and will show major signs of use including:</p> <ul style="list-style-type: none"> *A major scratch (over 4 cm), or more than 10 light to medium scratches on the plastics; major scuffs or dent on the plastics *light surface scratches on screen *cracked/dented casing *Worn keys / letters not visible / missing keys *Discoloured touchbar *Faulty/Missing/Damaged Adapter *Faulty/Missing/Damaged Battery *Faulty/Missing/Damaged HDD *Faulty/Missing/Damaged Optical *Missing Stylus
GRADE D	60.00%	Poor condition, not functioning	<p>Not functional and/or major cosmetic defects and missing parts including:</p> <ul style="list-style-type: none"> *Faulty/Missing/Damaged Keyboard *Faulty/Missing/Damaged RAM *Faulty/Missing/Damaged Trackpad-Mouse/Touch Bar

GRADE	Compensation Percentage	General Condition	Damage detail
			<ul style="list-style-type: none"> *LCD/OELD Display - Screen Bruise/Scratch (greater than a light surface scratch)/Pressure Marks/White Spots/Dead Pixels (still fully functional) *Cracked Port/Casing/Etchings or engravings that cannot be removed *Damaged Hinge *Damaged/Faulty/Missing (Speakers, NIC, Webcam, Power Button, LTE Card, Fan, Pointer, LCD Rubber, Fingerprint scanner, Sticker residue)
GRADE E	100.00%	Beyond repair economic	BER SALVAGE/SCRAP (Beyond Economical Repair) including: <ul style="list-style-type: none"> *Damaged Casing (Missing Plastics or Major Damage) *LCD/OELD Display (Including touchscreen) - Faulty/Missing/Damaged LCD (unit does not function) *Faulty/Missing/Damaged Motherboard/CPU/Password *Faulty No Power *Any security lock / password *Custom Image non-removable *Factory Reset Failures *Non-return of Equipment

Extra Service Terms for Dell ProSupport OEM Warranty Service

1. Structure

These Extra Service Terms prevail in the event of conflict with the Vodafone Business Managed Laptop Service Terms, only with regard to the DELL Pro Support Warranty.

2. Conditions of use

- 2.1 Vodafone is an Authorized Dell Reseller (as defined the Dell ProSupport for Client Products Service Description, located here: https://i.dell.com/sites/csdocuments/Legal_Docs/en/us/prosupport-for-client-sd-en.pdf (the "Service Description")) in relation to the Dell ProSupport Warranty Service.
- 2.2 Customer acknowledges and agrees that its use of the Dell ProSupport Warranty Service is subject to Customer complying with the terms of the Dell Commercial Terms of Sale which can be located here, or are available upon request: <https://www.dell.com/learn/us/en/uscorp1/terms-conditions/commercial-terms-of-sale-us>.
- 2.3 Customer authorises Vodafone and Vodafone's Third Party Providers to submit relevant information to Dell and act on Customer's behalf for the limited purpose of implementation of the Dell ProSupport Warranty Service.
- 2.4 Dell may collect, use, transfer, disclose, and otherwise process each Customer's data (as defined under the Dell Commercial Terms of Sale), including personal data, as described in the Dell Commercial Terms of Sale.

Extra Service Terms for Lenovo OEM Warranty Service

1. Structure

These Extra Service Terms prevail in the event of conflict with the Vodafone Business Managed Laptop Service Terms, only with regard to the Lenovo Warranty.

LENOVO

Lenovo have combined their Onsite & Premier Support propositions to provide a Next Business Day onsite repair proposition.

Devices will be supplied with a warranty that is equal to the duration of the lease.

- Premier Support - <https://www.lenovo.com/gb/en/premier-support/?orgRef=https%253A%252F%252Fwww.google.com%252F>
- Accidental damage protection - <https://www.lenovo.com/gb/en/ADP?orgRef=https%253A%252F%252Fwww.google.com%252F>
- Sealed battery extended warranty - https://static.lenovo.com/shop/emea/content/pdf/services-warranty/personal/Sealed-Battery-Warranty_CB_EMEA_en.pdf