

Service Specific Terms

Business Customers

PART A: OVERVIEW OF THE SERVICE

1. The Service – Overview

- 1.1 The Connected Vision plus VMS Service (the “**Service**”) is an alert based solution that facilitates the capture, viewing, storage and retrieval of Audio-Visual Data along with the ability to live stream selected events over the Network. The optional Global Managed IoT Connectivity Service is a solution that provides connectivity and associated services to Encoders and the Service and, where selected, will form part of the overall Connected Vision plus VMS Service.

2. Service Term Structure

- 2.1 The Connected Vision plus VMS Service Specific Terms include:
- (a) the Connected Vision plus VMS service specification, which sets out a description of the Service, including Core and Optional Service Elements (where applicable) as may be updated from time to time (the “**Connected Vision plus VMS Service Specification**”);
 - (b) the Global Managed IoT Connectivity Service Extra Service Terms, as may be updated from time to time (the “**Global Managed IoT Connectivity Service Terms**”);
 - (c) terms relating to Software Licences; and
 - (d) any applicable extra service terms, which set out a description and the terms of certain Optional Service Elements Customer may purchase with the Core Service, and may be updated time to time (the “**Extra Service Terms**”).
- 2.2 The specific Service Elements of the Connected Vision plus VMS Service selected by Customer will be set out in the Customer Solution Design.
- 2.3 The following documents further govern Vodafone’s supply of the Service and form part of the Agreement:
- (a) the Commercial Terms applicable to the Connected Vision plus VMS Service as detailed further below;
 - (b) the Customer Solution Design;
 - (c) Vodafone Business Marketplace Service Specific Terms (the “**VBM Service Terms**”) available at www.vodafone.co.uk/cloudservices/;
 - (d) the General Terms;
 - (e) these Connected Vision plus VMS Service Specific Terms;
 - (f) the Mobility Service Terms available at www.vodafone.co.uk/terms;
 - (g) the Fixed Service Terms set out at www.vodafone.co.uk/terms;
 - (h) the Order, which confirms the Service Elements selected by/for Customer; and
 - (i) any applicable policies and guidelines, as provided from time to time by Vodafone.
- 2.4 These documents apply in the order of precedence set out in the General Terms, save that:
- (a) The Order shall take precedence over the Customer Solution Design;
 - (b) the Customer Solution Design shall take precedence over the VBM Service Terms, the General Terms and all documents expressed to be of lesser precedence in the General Terms; and
 - (c) the Connected Vision plus VMS Service – Service Specific Terms shall take precedence over the Global Managed IoT Connectivity Service Specific Terms, where applicable, to the extent of any conflict or inconsistency between them.

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3. Service Description

- 3.1 The Connected Vision plus VMS Service is an alert based solution that uses the internet combined with the Encoder and Software to facilitate the capture, viewing, storage and/or retrieval of Audio-Visual Data along with the ability to live-stream selected events over the Network. The term “**Service**” or “**Services**” in these Service Specific Terms means the Connected Vision plus VMS Service.
- 3.2 Vodafone provides the Service as follows, and as further described in these Service Specific Terms:
- (a) The “**Connected Vision plus VMS Platform**” provides the core system infrastructure, consisting of:
 - (i) Core Servers and (where applicable) Additional Servers; and
 - (ii) Application Software and (where applicable) Additional Application Software,
 - (b) the Service is provided to Encoders (either CSV Mobile or CSV Fixed), located on a Customer Site. Audio-Visual data can be routed to Customer’s own laptop, tablet or smart phone where footage from cameras can be managed;

4. Structure

- 4.1 These Connected Vision plus VMS will supersede the Global Managed IoT Connectivity Extra Service Terms, where selected.

5. The Service and Equipment

- 5.1 **Service Elements:** The Service comprises required Core Service Elements and may also include Optional Service Elements (as described in the Service Specification) selected by Customer both of which shall be set out in the Order and/or Customer Solution Design.

5.2 Equipment:

- (a) The Customer Solution Design will identify the Device Hardware required for the delivery of Services to the Customer. The Encoder sold to the Customer at the Agreement Start Date shall be identified in the Customer Solution Design, and the quantity and overall price of any further Device Hardware ordered shall be set out in any subsequent Order as agreed by Vodafone.
- (b) **Customer Systems:**
 - (i) Customer may be required to provide its own Customer Equipment, servers and/or systems in accordance with any specifications provided by Vodafone (“**Customer Systems**”). Such Customer Systems may be required to enable access to the Services and Equipment, or to ensure proper performance of the Service. The Customer Systems that the Customer will be required to provide (if relevant) will be specified in the Customer Solution Design.
 - (ii) Vodafone shall not be responsible for the provision or maintenance of Customer Systems and Customer will implement such systems itself as a pre-condition to the provision of the Services.
 - (iii) Customer Systems including but not limited to Customer Equipment, systems and/or servers required for use of the Service will be detailed as Technical Prerequisites.
- (c) In order to protect the integrity of the Service Vodafone may make changes to Equipment, provided that such changes do not materially adversely affect the Customer’s use of the Services or Equipment.

5.3 Equipment Warranty and Returns:

- (a) Except where expressly set out otherwise in the Agreement, Vodafone shall pass on the benefit of any warranties that Vodafone obtains from the manufacturer of any Encoder by Vodafone to Customer; however, Vodafone does not assign any of its rights or appoint Customer to act on Vodafone’s behalf.
- (b) If Customer returns Device Hardware after the Warranty Period has expired, then Vodafone shall be entitled to charge the Customer for any applicable charges relating to repair or replacement of such Device Hardware.

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- (c) Customer acknowledges that the warranty on Device Hardware does not cover the cost of any Installation Service. If Customer requires this, Customer shall be obliged to pay additional Charges, which Vodafone shall discuss and agree with Customer.
- (d) Customer acknowledges that the Device Hardware warranty shall not apply if Vodafone or its Third Party Provider determines that a defect(s) was caused in whole or part by:
- (i) improper handling, use, operation, or testing by anyone other than the Vodafone or its Third Party Provider;
 - (ii) failure to properly install, maintain, or service the Device Hardware in accordance with the applicable safety code or Vodafone or its Third Party Provider's written instructions;
 - (iii) modification, alteration, or unauthorised repair by anyone other than Vodafone or its Third Party Provider;
 - (iv) use with products or components that are incompatible with the Device Hardware supplied by Vodafone or its Third Party Provider;
 - (v) a Force Majeure Event;
 - (vi) use in fail-safe environments and Device Hardware being subjected to operating conditions outside of specified parameters; and
 - (vii) any other cause beyond normal usage in accordance with Vodafone or its Third Party Provider's written instructions.
- Vodafone may invoice the Customer (and Customer shall pay) for all reasonable costs incurred by Vodafone and its Third Party Provider, in the event that Vodafone or its Third Party Provider determine that the defect(s) was caused in whole or part by one or more of the foregoing.
- (e) Where Customer considers Device Hardware covered under the warranty set out herein to be defective, Customer must return such Device Hardware in accordance with Vodafone's return procedures (as notified by Vodafone to Customer from time to time). Customer acknowledges that repair or replacement does not extend the warranty for such repaired or replaced Device Hardware.
- (f) Where Customer returns Device Hardware covered under the warranty to Vodafone, Vodafone may invoice Customer (and Customer shall pay) for all reasonable costs Vodafone and its Third Party Provider incurs in the event that Vodafone or its Third Party Provider determine:
- (i) there is no defect with such Device Hardware; or
 - (ii) the defect(s) with the Device Hardware are not covered by the warranty.
- (g) Vodafone shall replace or, where possible, repair and return any defective Device Hardware covered under the warranty in accordance with this Agreement.

5.4 Customer Solution Design

In order to enable proper delivery of the Service, Customer understands that there is a requirement for a completion of a Customer Solution Design prior to entry into this Agreement. The Customer Solution Design forms part of the Agreement, as set out further in Part A above.

5.5 Intellectual Property Rights ("IPR"):

Vodafone does not own the IPR in the Equipment. Vodafone grants no license to use any IPR in the Equipment, nor will Vodafone defend or indemnify Customer for any infringement claims connected to the Equipment. Vodafone and the third party OEM's aggregate liability under or in connection with a claim for Equipment (whether in contract, tort (including negligence), breach of statutory duty, indemnity or otherwise) will not exceed the amount of the Charges paid or payable in respect of the Equipment that is the subject of the liability.

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6. Service Specific Conditions of Use

6.1 **Connection to the Service via Global Managed IoT Connectivity Service:** If Customer chooses to connect to the Service via the Global Managed IoT Connectivity Service, the Extra Service Terms as set out further below will apply.

6.2 Connection to the Service via Customer own internet access:

- (a) Customer may connect the Device Hardware and the Service to their existing switching equipment and transmit data over their own existing internet access service. If Customer chooses to use their own connectivity to connect to the Service then they must comply with the Technical Prerequisites as further set out below.
- (b) Vodafone accepts no liability whatsoever in respect of such internet connection or internet service in the event that it is provisioned from a Third Party Provider.
- (c) Security requirements: Where Customer provisions their internet service from a Third Party Provider, Customer must ensure that such Third Party Provider meets the Customer's security and reliability requirements to carry the Service.

6.3 Usage:

- (a) Customer accepts that the Service is an alert based Service which is not intended for constant video streaming.
 - (i) Streaming sessions can be initiated for no longer than 15 minutes at a time. After 30 minutes elapses the session will end and the user will need to re-initiate a new streaming session;
 - (ii) Analytics that result in excessive alerts (more than 500 in 24 hours) will be disabled and a warning notification will display to suggest the analytics have been improperly configured.
- (b) Vodafone reserves the right to terminate the Agreement and Customer's user of the Service in the event that Customer does not use the Service as intended.

6.4 Customer Obligations:

- (a) Customer shall: (i) provide Vodafone (including its subcontractors and Third Party Providers) all information and complete all forms reasonably required to set up the Service; (ii) where applicable decide the location of Equipment (which Customer acknowledges must be in range of a Vodafone 4G bearer station); (iii) where applicable, ensure all valid permits, licences, notices or consents (together, "**Permits**") to fix Equipment to its location or to use the Service are in place in writing prior to the Agreed Delivery Date and the provision of Installation Services (as applicable). Customer shall notify Vodafone of any conditions associated with such Permits at least 10 Working Days prior to the provision of the Installation Services (as applicable). Customer acknowledges that Vodafone (acting reasonably and in good faith) may increase the Charges for the Installation Services (as applicable) if the conditions of such Permits increase the cost of providing the Installation Services; (iv) install Equipment (except where Customer purchases an Installation Service); (v) where relevant provide Internet connectivity to the Servers; and (vi) comply with all Technical Prerequisites.
- (b) Customer will comply with any licence agreement provided with the Equipment and in these Service Specific Terms, including shrink wrap, click-through and open source licence agreements.
- (c) If Customer Equipment (including any Customer Systems) is necessary for Service performance (for example Connected Cameras), Customer agrees to: (a) install and configure the Customer Equipment at the agreed location(s) no later than the Agreed Delivery Date or as otherwise agreed; (b) support, maintain and be responsible for the configuration and compatibility of Customer Equipment with the Service including compliance with any applicable Technical Prerequisites; (c) promptly replace or correct any Customer Equipment that Vodafone determines is incompatible with the Service or is likely to interfere with the Service or Network, and reimburse Vodafone for any additional costs Vodafone incurs as a result; (d) after the Service terminates, give Vodafone prompt access to and reasonable help with disconnecting Customer Equipment from the Service; and (e) dispose of Customer Equipment in accordance with Applicable Law. Customer acknowledges that failure to comply with this clause may prevent its ability to use the Service and will excuse Vodafone from liability for failure to deliver the Service.
- (d) **Customer Equipment:** Where Customer provides Customer Equipment for use with a Service Customer shall (and Customer acknowledges that failure to do so will exclude Vodafone from liability for failure to deliver the Service):

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- (i) install and configure the Customer Equipment at the Customer Sites by the date necessary to allow Vodafone to perform its obligations;
 - (ii) maintain the Customer Equipment including prompt installation of security patches and updates;
 - (iii) promptly after the Service terminates, give Vodafone access to and reasonable help with disconnecting Customer Equipment from the Service; and
 - (iv) warrant and undertake that Customer has full authority to permit Vodafone to perform the Services using the Customer Equipment.
- (e) **Ancillary Charges:** Vodafone may charge Customer for any additional costs Vodafone incurs as result of any breach of the above Customer Obligations.

6.5 Technical Prerequisites

- (a) Customer accepts that in order to receive the Connected Vision plus VMS Service, the Customer must meet, and maintain throughout the Term compliance with the Technical Prerequisites, as set out below, in the Service Specification and Customer Solution Design and as may be updated from time to time:
- (i) The delivery of the Device Hardware to the Customer will only be triggered upon the Customer meeting the Technical Prerequisites.
 - (ii) Vodafone shall not be responsible for any performance, or non-performance issues with the Connected Vision plus VMS Service caused by Customer failing to comply with the Technical Prerequisites.
 - (iii) Customer is solely responsible for ensuring that Customer Systems are compatible with the Service and maintained by the Customer; Vodafone accepts no liability in respect of any damages or losses which Customer and/or Users may incur in the event Customer Systems is incompatible or faulty with the Service.
 - (iv) The Customer accepts that Customer's failure to meet or maintain compliance with any of the Technical Prerequisites may adversely impact the performance of the Connected Vision plus VMS Service or possibly render the Service inoperable. As a result of Customer failing to meet and/or maintain any of the Technical Prerequisites:
 - (A) Customer shall not be excused from any of its other obligations under this Agreement including but not limited to payment of any Charges in relation to the Service; and
 - (B) such failure by the Customer shall be considered a material breach of this Agreement and therefore Vodafone shall be entitled to terminate the Service (and apply any applicable Recovery Charge).
- (b) The Customer must ensure the following Technical Pre-requisites are met:

(a) Encoders

- Cameras must connect using a cat5 cable or newer. Device requires power and includes a 19v power adapter and UK 3-pin plug. Cameras must be compatible with RTSP as a minimum, with ONVIF profile S recommended for full functionality. Device is not weatherproof, Customer must keep unit sheltered from the elements.
- Encoders are to be configured by Customer to provide alerts based on parameters including people detection, vehicle detection, and line crossing. Customer can initiate a live stream on demand for real time viewing in response to alerts or at any time via the platform. Service is not suitable for 24x7 live streaming.
- Bandwidth required per device: 500 kbit/s for best system performance.
- Ports required: Outgoing Port 9300-9320 (UDP)

(b) Applications

- (i) Windows

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- 64-bit Windows 10 (Build 1607 and above)
- CPU: Intel i3/i5/i7 recommended
- RAM: 4GB (8GB recommended)
- Minimum 1280 x 800 screen resolution
- Support for Microsoft .NET Framework 4.7.1

(ii) iOS

- All iOS 14 devices or newer

(iii) Android

- Android 8 or newer
- ARM processor
- Google Play services
- 720p minimum screen resolution

(iv) Ports required for apps:

- Port 9301 (TCP)
- Port 2048 (UDP)
- Port 443 (TCP, HTTPS)

(v) Web Portal

Officially supported (latest version only):

- Windows: Chrome, Firefox, Edge
- Mac OS: Safari
- iOS: Safari
- Android: Chrome

Officially not supported

- Windows: Internet Explorer

Ports required for web portal:

- Port 443 (TCP, HTTPS)

6.6 Software:

(a) **Software Licences:**

- (i) Vodafone grants to Customer (or procures the grant of) a royalty free, non-exclusive, worldwide, non-transferable, non-sub licensable licence to use the Software solely in connection with the Services and for Customer's own internal business purposes. The licence automatically expires on expiry or termination of the Service.
- (ii) Customer acknowledges that:
- (A) Video Gateway Software Licences are required for the Customer to use any Software provided as part of the Service;
 - (B) The number of Video Gateway Software Licences included with the Service and part of the One-Off Charge will be set out in the Customer Solution Design and Order;
 - (C) Vodafone will apply Video Gateway Software Licences to Device Hardware in order to ensure proper operation of the Service.

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- (iii) Where Customer requires a replacement piece of Device Hardware to be deployed (for example, due to fault or loss) Vodafone will transfer Software Licences across Device Hardware. Where the transfer of a Software Licence to a new piece of Device Hardware is required, Vodafone shall implement such change on behalf of the Customer.
- (iv) Without prejudice to the General Terms, Customer agrees that:
 - (A) certain Software provided as part of the Service is subject to Applicable Laws relating to export control; and
 - (B) it shall not export or re-export the Equipment or Software provided as part of the Service, without first obtaining a validated export licence from the appropriate agency (or agencies, as applicable) and/or regulatory authority (or regulatory authorities, as applicable), as required by Applicable Law.
- (b) **Third Party Providers**
 - (i) Customer understands and accepts that Vodafone will provide the Service through the use of Third Party Providers. If a Third Party Provider terminates Customer's right to use the Service, Vodafone will be excused from liability related to failure to deliver the relevant Service.
 - (ii) **End User Licence Agreements:** In signing this Agreement and accepting delivery of the Services, the Customer agrees to and is bound by the following Third Party Provider licence terms (each an "**End User Licence Agreement**"), as may be updated from time to time:
 - (A) End user licence agreement available at <https://digitalbarriers.com/end-user-licence-agreement/>;
 - (B) Device Hardware warranty terms appended to these Service Specific Terms at Appendix 1; and
 - (C) Privacy policy available at <https://digitalbarriers.com/privacy-policy/>.
 - (c) **Software Use:** Customer will not: (i) directly or indirectly, reverse engineer, decompile or disassemble the Software in any manner except to the extent that applicable law requires a provider to give Customer permission to do so; (ii) copy, rent, lease, distribute, pledge, assign or otherwise transfer or encumber rights to the Software to any third party; or (iii) remove any proprietary notices or labels from the Software. All Intellectual Property Rights in the Software, programming tools, methodology, reports, designs, drawings, diagrams, images and any other materials provided by Vodafone and/or its licensors remain the exclusive property of Vodafone and/or its licensors.
 - (d) **Customer IP and right to use:** Customer retains all rights to Intellectual Property Rights contained in or relating to the Audio-Visual Data and information that are captured by the Equipment ("**Customer IP**") and shall ensure the Customer IP does not breach Applicable Laws or infringe the Intellectual Property Rights or privacy rights of any third party.
 - (e) **Software Updates and Fixes:**
 - (i) Vodafone and/or its Third Party Providers may apply new releases of, or enhancements to the Software at any time as part of its ongoing development of the Service.
 - (ii) Customer shall apply fixes as soon as reasonably practicable.
 - (iii) Vodafone shall not be liable for any fault affecting the Service that arises from Customer's failure to apply, or delay in applying, any fix.
 - (iv) in certain circumstances Vodafone may require the Customer to take prescribed steps to remedy issues affecting the operation of the Service. Where Vodafone informs Customer that such steps are required Vodafone shall not be liable for any Service performance issues that result from the Customer failing to act on Vodafone's instructions.

6.7 Application Software

- (a) **Authorised Users:** Access by Customer to the Application Software is limited to authorised Users. As part of the Service, Vodafone will administer and maintain authorisation of Users on behalf of the

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Customer. The Customer's named point of contact set out in the Customer Solution Design will provide Vodafone with the minimum details set out in the Customer Solution Design to enable Vodafone to administer and maintain the authorisation of Users. Vodafone will not be liable for any loss or damage to Customer where Vodafone performs administration and authorisation of Users in accordance with Customer's instructions. Vodafone will provide Users (who have been allocated relevant authorisation) with the means to view live streamed Audio-Visual Data. Customer is responsible for: (a) the security of User details; and (b) its authorised Users' compliance with the Agreement and Applicable Privacy Law. Vodafone accepts no liability for any unauthorised or improper use or disclosure of any User Details or Audio-Visual Data.

6.8 Resell:

Customer shall not, and Vodafone does not grant to the Customer any rights to, resell the Connected Vision plus VMS Service.

6.9 Management Operations Manual:

- (a) Vodafone will provide Customer with a handbook ("**Customer Handbook**") which will provide a high level function view of the Connected Vision Service including contact details and business process design for logistics and support of the Services.
- (b) Vodafone may amend the Customer Handbook from time to time in order to improve the Services for all customers. Vodafone shall provide Customer with an updated version of the Customer Handbook in such circumstances.

7. Data Protection

7.1 Vodafone shall act as a Data Controller save:

- (a) in respect of any Audio-Visual Data captured, viewed, stored, and retrieved for the provision of the Connected Vision plus VMS Service.

(the "**Processor Services**").

7.2 Vodafone shall act as Data Processor in respect of the Processor Services. The remainder of this clause 7 shall apply only in respect of the Processor Services.

7.3 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 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,

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- 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 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 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.
- 7.4 **Audit:** Customer shall with respect to any right of audit, including inspections, which they may have under Applicable Privacy Law relating to data protection, agree to exercise such right as follows:
- (a) no more than once per annum following the Agreement Start Date, request to meet (on a mutually acceptable date) with one or more senior representatives of Vodafone's security and/or audit department to review Vodafone's security organization and the best practice and industry standards which Vodafone meets or to which it aspires, including, without limitation, ISO 27001 (or equivalent), provided that such audit shall relate to the Services only. If the Transfer Contract Clauses apply (the model contract clauses set out in the European Commission's Decision 2021/914 dated 4 June 2021 for transfers of Personal Data to countries not otherwise recognised as offering an adequate level of protection for Personal Data by the European Commission as may be amended or replaced by the European Commission from time to time ["EU Transfer Contract Clauses"] and the UK Transfer Contract Clauses collectively, as amended, replaced and complemented from time to time by the UK's Information Commissioner Office ["UK Transfer Contract Clauses"]), nothing in this clause 7.4 amends or varies those standard clauses nor affects any data subject or supervisory authority's rights under those clauses; and
 - (a) (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.
- 7.5 **Transfer of User Personal Data out of the UK and the European Economic Area ("EEA"):** Vodafone may transfer User Personal Data to countries outside the United Kingdom and the EEA that have not been designated by the European Commission or Secretary of State in the UK as ensuring an adequate level of protection under Applicable Privacy Law, 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.
- 7.6 **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.

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7.7 Where Customer requires Vodafone to process Personal Data for the provision of Processor Services, the Customer warrants and undertakes that it has complied with all necessary obligations imposed on it under Applicable Law including ensuring that it has either:

- (a) obtained all necessary consents under Applicable Privacy Law to process the Personal Data; or
- (b) secured another lawful basis, in accordance with Applicable Privacy Law, for the processing envisaged by this Agreement and has provided appropriate privacy notices, and where applicable displayed clearly visible and readable signs of the processing activity to the relevant data subjects (as required by Applicable Privacy Law).

7.8 **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.

8. Support and Service Levels

8.1 Device Hardware Support

- (a) Vodafone shall supply Customer at Customer Site with:
 - (i) any active Equipment (other than the elements of the Connected Vision plus VMS Platform) necessary for the functioning of the Service (i.e. Cameras, Connected Cameras, Docking Stations and Docking Station Controllers); and
 - (ii) any ancillary Equipment,
as set out in the Customer Solution Design. The price of such Equipment shall be included in the One-Off Charges in the Order. Title to and risk in such Equipment shall pass in accordance with the General Terms. On passing of title, such Equipment becomes Customer Equipment.
- (b) During the Minimum Term, and subject to the remaining provisions of this paragraph 8, should any Equipment described in clause 8.1(a)(i) become faulty or cease to function, Vodafone will use reasonable endeavours to replace such Equipment with an equivalent item within the next Business Day following Customer notifying Vodafone in accordance with this paragraph 6.
- (c) Customer acknowledges that the Support Service does not cover any loss or theft of any Equipment, or any Equipment that has become faulty or ceased to function as a result of an Excluded Event.
- (d) Customer acknowledges that the Support Service is only available in respect of Equipment described in paragraph 8.1(a)(i) that is located at a Customer Site in the UK specified in the Customer Solution Design.

8.2 Software Support

- (i) Vodafone shall use reasonable endeavours to respond and/or resolve any Incidents relating to Software as soon as practicable.
- (ii) Vodafone shall provide support for Software the Customer receives as part of the Service until expiry or termination of the Connected Vision plus VMS Service.

8.3 General Support Terms

- (a) Vodafone will provide Customer with the Support Service for the Service Elements ordered by Customer.
- (b) Support Service is available in English only.
- (c) Support Service is available as shown below:

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Support Service	Service Cover Period
Reporting and resolving Incidents	Monday to Friday 0800 to 1800 UK time (“ Business Hours ”).
Raising and resolving administrative requests (excluding in relation to Incidents)	0800 to 1800 UK time on Working Days.

(d) Customer may report Incidents at any time during Business Hours. Customer may raise administrative requests during the relevant Service Cover Period. The Customer must appoint primary and secondary central points of contact responsible for accessing the Support Service and communicating with Vodafone during the Service Cover Periods. Customer will inform Vodafone of, and keep Vodafone up-to-date with, the identity and level of access of the individuals appointed as central points of contact.

(e) Customer will:

- (i) promptly reimburse Vodafone for reasonable expenses associated with actions taken when Customer has reported an Incident caused by an Excluded Event; and
- (ii) permit Vodafone to interrupt the Service to resolve an Incident (and if no permission is granted then the relevant Incident will be placed on hold until such time that permission is granted);

8.4 Customer acknowledges that: (i) Vodafone may temporarily interrupt the Service to carry out a Planned Maintenance Event/Change or an emergency maintenance event/change; (ii) Vodafone will undertake scheduled maintenance on a weekly basis for patching activities and security updates and during this time the Service will not be available; (iii) where Vodafone carries out a Planned Maintenance Event/Change or an emergency maintenance event/ change, Customer’s footage is not lost and will be available when the Service returns online after the Planned Maintenance Event/Change; (iv) the approximate duration of Planned Maintenance Events/Changes is 1 hour but maybe longer on occasions.

8.6 Incident Commencement and Resolution Rules:

(a) Customer acknowledges that an Incident:

- (i) commences when Vodafone creates an Incident report; and
- (ii) ends on the earlier of when Vodafone advises Customer of Incident resolution or when the Incident affecting the Service has ceased.

(b) Customer is deemed to have been advised of Incident resolution if Vodafone has made reasonable attempts to contact Customer and Customer has not notified Vodafone within 24 hours from Vodafone’s last attempt to contact the Customer that the Incident resolution is unsuccessful. Vodafone’s method of Incident resolution is at Vodafone sole discretion.

8.7 Severity of Incidents

(a) The following Severity Levels apply to the Service:

Severity Level	Severity Level definitions
1	A total loss of the Connected Vision plus VMS Service as a result of an incident relating to the Connected Vision plus VMS Platform or an incident on the IoT Platform, which renders the Service unusable. E.g. A complete breakdown or outage of the IoT Platform, the Connected Vision plus VMS Platform, or critical functionality that results in multiple customers being unable to use the Services.

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Business Customers

Severity Level	Severity Level definitions
2	<p>Partial loss of the Connected Vision plus VMS Service as a result of an Incident on the Connected Vision plus VMS Platform or an Incident on the IoT Platform, which has a significant detrimental effect on Vodafone’s ability to perform normal operations but which does not represent a total loss of the Service.</p> <ul style="list-style-type: none"> • Issue is affecting entire Customer set up or affecting a significant number of Users/connected devices; or • Issue is affecting a part of the Customer’s set up that is fundamental to the service.
3	<p>Degradation of Service such as a failure of an active piece of Equipment or Device Hardware located on Customer Site (as described in clause 8.1(a)(i) of these Service Specific Terms), a loss in functionality that causes minimal loss of Service and does not limit its critical functions.</p>
4	<p>A non-Service affecting Incident or Incidents not classed as Severity Level 1, 2 or 3 Incident. For example, faulty documentation, general questions or other non-Service affecting queries</p>

8.8 Restoration Times Service Level

- (a) The target time to resolve an Incident (the “**Target Time to Restore**”) is dependent on (i) the Severity Level of the Incident as set out in paragraph 8.7 of these Service Specific Terms, and (ii) which component of the Service is at fault, either Software or Device Hardware.
- (b) If Vodafone determines that an Incident is caused by a fault with Device Hardware, then:
 - (i) **Warranty repair/replacement:** If Device Hardware is in warranty, Vodafone shall repair and return such Device Hardware within 60 days of its Third Party Provider receiving the Device Hardware for repair. Vodafone shall advise Customer of the date on which such Device Hardware was received by its Third Party Provider on request. If support diagnostics indicate replacement Device Hardware is required:
 - (A) Vodafone may (at its absolute discretion) send replacement Device Hardware prior to its Third Party Provider receiving the faulty Device Hardware for repair; and
 - (B) Customer shall return the faulty Device Hardware to Vodafone’s Third Party Provider (or such other entity as Vodafone may determine) within 60 days of receiving the replacement Device Hardware. If Customer fails to return the faulty Device Hardware in accordance with this clause, Vodafone shall invoice Customer (and Customer shall pay) for the replacement Device Hardware at the then current price for such Device Hardware (as notified by Vodafone to Customer).
 - (ii) **Out of warranty repair/replacement:** If Device Hardware is out of warranty, Customer shall raise a chargeable repair order and Vodafone shall use reasonable endeavours to repair and return such Device Hardware within 60 days of its Third Party Provider receiving the Device Hardware for repair. Vodafone shall advise Customer of the date on which such Device Hardware was received by its Third Party Provider on request. If support diagnostics indicate replacement Device

Service Specific Terms

Business Customers

Hardware is required, Vodafone may (at its absolute discretion) send replacement Device Hardware prior to its Third Party Provider receiving the faulty Device Hardware. Vodafone shall invoice Customer (and Customer shall pay) for:

- (A) replacement Device Hardware (as applicable) at the then current price for such Device Hardware (as notified by Vodafone to Customer); and/or
 - (B) repairs to the Device Hardware (as applicable) in accordance with the Charges which Vodafone notifies to Customer.
- (c) The “**Actual Time to Restore**” shall be the elapsed time from the point at which Vodafone raises a Trouble Ticket for the Incident and all required information to start the investigation has been provided to the point at which Vodafone declares that, in Vodafone’s reasonable opinion, the Service or relevant Service Element has been restored. In addition:
- (i) the Actual Time to Restore excludes any time spent on Incidents associated with or caused by an Excluded Event or Planned Maintenance Events/Changes; and
 - (ii) if Vodafone is prevented from achieving the Target Time to Restore by a Force Majeure Event, the Actual Time to Restore will be extended by the duration of the impairment and an appropriate start-up time.
- (d) The Target Time to Restore for each Severity Level is as follows:

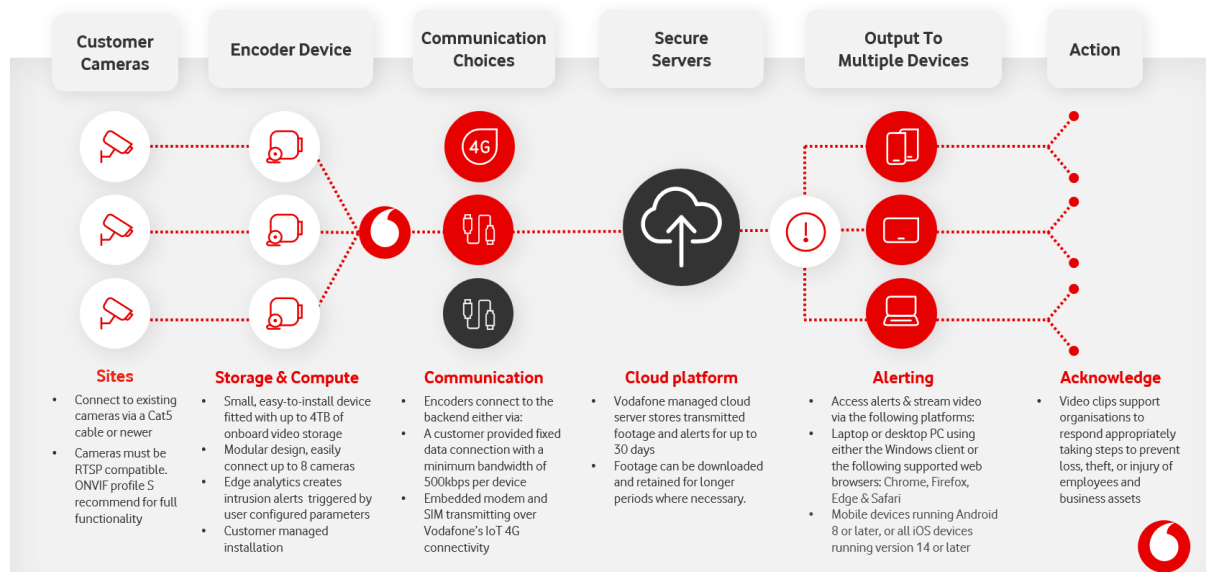
Severity Level	Target Time to Restore
1	9 Business Hours
2	25 Business Hours
3	16 Working Days
4	24 Working Days

Service Specific Terms

Business Customers

9. Service Specification

9.1 Technical components of the service



9.2 Core service elements:

- Hardware;
- Hosted Service Platform;

9.3 Optional Service Elements:

- IoT Connectivity
- Extended Warranty

9.4 Core service elements

9.4.1 Hardware specification

- Encoder devices provided connect to Customer's existing cameras via a data cable. Data cable not provided, Cameras must connect using a cat5 cable or newer. Device requires power and includes a 19v power adapter and UK 3-pin plug. Cameras must be compatible with RTSP as a minimum, with ONVIF profile S recommended for full functionality. Device is not weatherproof, Customer must keep unit sheltered from the elements.
- Encoders come equipped with up to 4TB of local storage for connected cameras to record to. Encoders are to be configured by Customer to provide alerts based on parameters including people detection, vehicle detection, and line crossing. Customer can initiate a live stream on demand for real time viewing in response to alerts or at any time via the platform. Service is not suitable for 24x7 live streaming.
- X1 Encoders are designed to support a single connected camera. X8 encoders are designed to support up to 8 connected cameras. X8 encoders have two storage options available, either 2TB or 4TB, which will impact the amount of footage that can be recorded and stored locally
- Encoders marked with fixed will connect to platform using Customer provided internet connection with a minimum of 500kbit/s bandwidth available per encoder via outgoing port 9300-9320 (User Datagram Protocol - UDP).

Service Specific Terms

Business Customers

9.4.2 Hosted Service Platform

- The Service Fee is inclusive of cloud storage and relevant Hosted Service Platform license.
- The Servers that are used to provide the platform are located in Republic of Ireland.
- Server stores transmitted data footage and alerts for up to 30 days. Customer may choose to download and retain footage for longer periods where necessary. Vodafone advise Customer to observe relevant privacy laws when doing so and take no responsibility for this footage once downloaded.
- At the time of publishing Customer may access alerts & stream video on the platform via the following supported devices (devices not included):
 - Laptop or desktop PC using either the Windows client or the following supported web browsers: Chrome, Firefox, Edge & Safari
 - Mobile devices running Android 8 or later, or all iOS devices running version 14 or later
- When accessing via a managed network port 443 must be available
- For first time login to the platform, during onboarding Vodafone will send an email to the Customer provided email address prompting them to create a password. From here Customer must self-administer login credentials and provide relevant access authorised users.

9.5 Optional Service Elements

9.5.1 IoT Connectivity

- Where Customer opts for Encoder devices marked Mobile these devices will include a modem and embedded IoT SIM pre-configured to provide connectivity to the Hosted Service Platform via APN (access point name). Examples:
 - CSV Mobile Encoder X1 (1TB)
 - CSV Mobile Encoder X8 (2TB)
 - CSV Mobile Encoder X8 (4TB)
 - CSV Mobile Encoder X1 (IP200)
- The Equipment will establish packet data communications using an access point name (“APN”). The APN may be shared by several customers, permitting devices to establish predefined connections to the server over an IP network link, but traffic from one SIM cannot reach another SIM.
- The Connectivity Services involve the transmission of data from each SIM to a data services platform (the “Connectivity Services”). The data transmitted will be **video** and other information captured by the Equipment. The **video** and other information will then be available to the Customer from the Hosted Service Platform, enabling self-management by the Customer of monitoring and surveillance activities.
- Vodafone shall use reasonable endeavours to provide the Customer with the Connectivity Services but due to the nature of mobile technology and factors such as location, elevation and atmospheric variables beyond Vodafone’s reasonable control it is impossible to provide a fault free service and Vodafone shall have no liability for lack of coverage.
- Where Mobile Encoder is selected the Customer must also select a Mobile connectivity enabled subscription. Example(s):
 - Mobile Connectivity - Subscription - 36 Month Term
 - Mobile Connectivity - Subscription - 60 Month Term

9.5.2 Extended Warranty

- All devices include a 12 month warranty as standard from point of purchase. Vodafone offer Customer the opportunity to extend the duration of these warranty terms, for a fee, beyond 12 months by a further 24 months resulting in a total 36 months warranty period. Example(s):
 - CSV Encoder X1 - 2 Year Extended Warranty

Service Specific Terms

Business Customers

DEFINITIONS

The following additional definitions are applicable to the Services:

Additional Application Software	Software provided as part of the Service as an Optional Service Element.
Additional Term	means the additional and successive term to the Minimum Term, which shall be the same duration as the Minimum Term and during which a Customer will receive the Service.
Additional Server	Device Hardware which may be required as an Optional Service Element to provide the hardware platform for Additional Application Software.
Application Software	Software provided as part of the Service to enable Customers the ability to stream live Audio-Visual Data over the Network.
Audio-Visual Data	Data comprising both image and sound information, and sensor data where applicable (for example temperature sensors).
Business Hours	has the meaning given to that term in clause 8.3 of the Service Specific Terms.
Camera-Encoders	Device Hardware with an inbuilt camera that stores or streams the captured Audio-Visual Data.
Connected Camera	A technically compatible camera connected to the Encoder to enable the transmission of Audio-Visual Data and control data. The Technical Prerequisites relating to the Connected Camera will be further defined in the Customer Solution Design.
Core Servers	Device Hardware which provides the hardware platform for Application Software.
Core Service Elements	The Service comprises core service elements further described in the Connected Vision plus VMS Service Specification.
Customer Handbook	A manual containing a high level function view of the Connected Vision Service including contact details and business process design for logistics and support of the Services.
Customer IP	Intellectual property contained in or relating to the Audio-Visual Data and information that are captured by the Equipment as further described in these Connected Vision plus VMS Service Specific Terms.
Customer Solution Design	A document with a technical description of the Connected Vision plus VMS Service as provided to the Customer containing Technical Prerequisites that shall be required for proper performance of the Service.
Customer Systems	Customer Equipment, servers and/or systems in accordance with any specifications provided by Vodafone as further described in these Connected Vision plus VMS Service – Service Specific Terms and/or the Customer Solution Design.
Docking Station	Multi-purpose Device Hardware that acts as a charging dock for Camera-Encoders and can be used to download Audio-Visual Data stored on the Camera-Encoder.
Docking Station Controller	Device Hardware that, in conjunction with Application Software and Additional Application Software, manages the Docking Station.
Encoders	Device Hardware which connects to the Connected Cameras and stores or steams the received Audio-Visual Data.
Installation Service	Installation of the Device Hardware, Application Software and any Additional Application Software carried out by Vodafone or a Third Party Provider as specified in the Customer Solution Design.

Service Specific Terms

Business Customers

Mandatory Accompanying Services	Services that the Customer must purchase and maintain from Vodafone in order to receive the Connected Vision plus VMS Service as further described in these Connected Vision plus VMS Service – Service Specific Terms.
ONVIF	ONVIF stands for Open Network Video Interface Forum that and acts as a common language devices can use to communicate multimedia, and commands to one another within your camera.
Optional Service Elements	Where purchased by the Customer, the Service may also comprise the optional service elements further described in the Connected Vision plus VMS Service Specification.
Planned Maintenance Event/ Change	Planned maintenance or changes to the Service.
RTSP	RTSP stands for Real Time Streaming Protocol and acts as a common language devices can use to transmit multimedia within your camera.
Servers	The collective term for Core Servers and Additional Servers.
Service	means the Connected Vision plus VMS Service.
Service Level(s)	the service levels which apply to the provision of the Service as set out in the Service Levels in the Service Specific Terms.
Severity Level	the priority assigned by Vodafone (in its absolute discretion) based on the severity of an Incident as set out the Service Levels in the Service Specific Terms.
Service Specification	Sets out a description of the Connected Vision plus VMS Service, including Core and Optional Service Elements (where applicable) as may be updated from time to time as further described in these Connected Vision plus VMS Service – Service Specific Terms.
Software Licence	A unique Software licence key provided to the Customer to enable the operation of any applicable purchased Software provided as part of the Service.
Technical Prerequisite	Mandatory requirements that the Customer must implement and maintain at their own expense throughout the Minimum Term and any Additional Term(s) in order to receive the Connected Vision plus VMS Service.
Trouble Ticket	a record of an Incident with a unique reference allocated to it which shall be used for all subsequent updates and communications.
Connected Vision plus VMS Platform	has the meaning set out in clause 3.2 of these Service Specific Terms.
Connected Vision plus VMS Service	is a solution that uses Global Managed IoT Connectivity combined with Device Hardware and Software to facilitate the capture, viewing, storage and retrieval of Audio-Visual Data along with the ability to live stream selected events over the Network, as further described in these Connected Vision plus VMS Service Specific Terms.
Warranty Period	the period during which Vodafone shall provide a warranty on Device Hardware it sells to Customer pursuant to this Agreement, as more particularly described in these Service Specific Terms.

Global Managed IoT Connectivity Service

Extra Service Terms

Business Customers

Global Managed IoT Connectivity Service – Extra Service Terms for Optional Service Element, where selected.

1. The Service - Overview

- 1.1 The Global Managed IoT Connectivity Service is an optional Service Element that provides connectivity and associated services to Encoders, and forms the connectivity element to the Connected Vision plus VMS Service, where selected. The term “Service” or “Services” in these Extra Service Terms means the Global Managed IoT Connectivity element of the Service, as set out below.

2. The Service

- 2.1 **Service Elements:** The Service shall comprise the Core Service Elements set out in the Customer Solution Design.
- 2.2 The Service Specification summarises the available Core Service Elements that are included in the Charges.

3. Service Specific Conditions of Use

- 3.1 **Third Party Providers:** Services may be provided by a Third Party Provider. If a Third Party Provider terminates Customer’s right to use the Service, Vodafone will be excused from liability related to failure to deliver the relevant Service.
- 3.2 **Designated Countries:** Customer warrants that Customer will only use the Equipment in countries in which the Equipment has been certified for use in accordance with Applicable Laws and not in any countries listed on the Office of Foreign Assets Control sanctions list.
- 3.3 **Restriction on use:** Customer shall not and shall ensure that its Customer Group shall not use the Equipment:
- (a) for the transmission of voice (including VOIP);
 - (b) to access a publicly addressable destination (i.e. public IP address) including through the use of a proxy, gateway or routing; or
 - (c) in a permanent roaming way in countries where roaming is restricted. If Customer breaches this clause 3, Vodafone may suspend the Service without notice and such breach of any of the provisions in this clause 3 shall be deemed a material breach.
- 3.4 **Publishing results:** Customer shall not and shall ensure that its Customer Group shall not publish any results of any benchmark or performance tests of the SIMs, the Network, the Services, or component thereof (such restriction shall not restrict Customer from publishing performance results as specifically related to Customer’s machines and not to the Services).
- 3.5 **Peer-to-peer communication:** Customer acknowledges that direct peer-to-peer communication between Device Hardware or between Device Hardware and any other device is not permitted.
- 3.6 **4G/LTE Services:** 4G/LTE Services are only offered where set out in the Customer Solution Design. 4G/LTE is currently being rolled out globally and may not be available in some locations. The 4G/LTE Services are only available on compatible devices which support the particular 4G/LTE frequency of the specific roaming network. If Vodafone detects that a Customer device does not support 4G/LTE services, Vodafone may disable 4G/LTE access to that device. Where 4G/LTE Services cannot be provided, 2G or 3G Services will be provided subject to the availability of, and compatibility of the device with, such networks.

Global Managed IoT Connectivity Service

Extra Service Terms

Business Customers

3.7 **Interruption to Service:** Customer hereby acknowledges that the Network does not have guaranteed uninterrupted service availability. Customer agrees to defend, at its own expense, indemnify and hold harmless Vodafone and its subsidiaries, affiliates, directors, officers and employees (collectively, the “**Vodafone Indemnitees**”), from and against any and all claims, suits, damages or expenses asserted against or incurred by any of the Vodafone Indemnitees directly resulting from Customer’s use of Services in a way that requires uninterrupted availability of the Networks and where interruption of a Network causes death, personal injury, physical injury or property damage.

3.8 **Security of communications:**

- (a) Vodafone shall exercise all reasonable efforts to ensure the security of Customer’s communications. However, for reasons beyond Vodafone’s control, it does not promise or guarantee that communications will be completely secure.
- (b) Customer shall exercise all reasonable efforts and implement necessary security controls to ensure the security of communications via Customer Equipment and related services.

4. Data Protection

4.1 In addition to data protection provisions of the General Terms, this clause shall apply

4.2 Customer’s obligations:

- (i) in the event that the Customer becomes aware that it has provided Vodafone or any Vodafone Group company with any information that indirectly or directly identifies User(s), the Customer shall inform Vodafone’s Data Protection Officer by way of email to data.protection@vodafone.com as soon as reasonably practicable;
- (ii) Customer must ensure that it has all necessary and appropriate consents and notices in place to enable lawful Processing of Personal Data by Vodafone in satisfaction of Articles 13 and 14 of the GDPR. The Customer shall consult with Vodafone about any notices given in relation to such Processing; and
- (iii) Customer must comply with Vodafone’s Privacy Policy (<https://www.vodafone.co.uk/privacy>).

PART B2: Global Managed IoT Connectivity Service – Service Specification

1. Service outline

1.1 The Global Managed IoT Connectivity Service consists of core service elements (“**Core Service Elements**”).

1.2 **Core Service Elements:**

- (a) SIM;
- (b) Connected Networks; and

2. Core Service Elements

2.1 **SIM and Connected Network:**

- (a) Vodafone will provide Customer with the ability to use the SIM on the Connected Networks.
- (b) Device Hardware will be able to establish communication between that Device Hardware and Edge Vis server using the SIM, Connected Networks and other components of the Service.

Global Managed IoT Connectivity Service

Extra Service Terms

Business Customers

- (c) The Device Hardware will establish packet data communications using an access point name (“**APN**”). The APN (included in the Charges) is detailed in the Customer Solution Design. This will be one or more of the following types of APN:
 - (i) Shared Internet APN – an APN shared by several customers, permitting devices to establish predefined connections to Customer servers over the public internet, but traffic from one SIM cannot reach another SIM;
 - (ii) Private Internet APN – an APN dedicated for use by a single customer, permitting devices to establish predefined connections to Customer servers over the public internet; and/or
 - (iii) Private Corporate APN – an APN dedicated for use by a single customer, permitting devices to establish connections over private IP networking to Customer servers.

3. Service Requirements

3.1 Due to the nature of packet-data communications, data sessions must be initiated from the Device Hardware.

4. Definitions

The following definitions are applicable to both the Global Managed IoT Connectivity Service and the Connected Vision plus VMS Service:

Change Request	Customer may submit to Vodafone a change to the technical scope of the Services requested by Customer as further described in the Service Specific Terms.
Connected Networks	the Networks that are associated with the Network Tiers which can be used for the Service, as set out in the Customer Solution Design.
Device Hardware	Equipment (excluding SIMs) including but not limited to encoder, gateway device, monitoring applications, connectivity and radio interfaces used to connect to the IoT Platform, and any other equipment provided by Vodafone as detailed under any applicable Service Specific Terms
Equipment	as defined in the General Terms save that for the purpose of these Service Specific Terms only, the definition of Equipment shall include the SIMs and any Device Hardware supplied by or on behalf of Vodafone to Customer.
Excluded Event	any of the following: <ul style="list-style-type: none">(a) Planned Maintenance Events/Changes;(b) a fault or incident with any other Vodafone service purchased under a separate agreement and/or Service Specific Terms;(c) a fault or incident in, or any other problem associated with Customer supplied Device Hardware or other telecommunications systems not operated or provided by Vodafone;(d) a fault or incident caused by Customer’s negligence, act or omission or that of any third-party not within Vodafone’s direct control;

Global Managed IoT Connectivity Service

Extra Service Terms

Business Customers

	<p>(e) Customer not performing or a delay in performing any of Customer obligations or conditions of use set out in the Agreement;</p> <p>(f) Service suspension or a Force Majeure Event in accordance with the General Terms; or</p> <p>(g) any other circumstances caused by events for which Vodafone is not liable in accordance with the terms of the Agreement.</p>
Incident	any unplanned interruption to or a reduction of quality in 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 Vodafone service purchased under separate service terms.
IOT Platform	is an integrated connection management service offering remote control of data connections and services for machine to machine devices as further described in the Service Specification.
Network Tier(s)	the charging group that a set of Networks is associated with as set out in the Customer Solution Design and as amended from time to time in accordance with the Agreement.
SIM	a “subscriber identity module” card is an integrated circuit storing user specific data to allow controlled and secure use of Device Hardware on the Network.
Third Party Provider	Means a third party contract by Vodafone that provides part of the Service or that provides (a) service(s) that connect(s) to the Service

Commercial Terms

Commercial Terms

1. Term and Commitment

1.1 **Commercial Commitment:** Vodafone's offer is based on Customer using the Service for the Minimum Term of either 3 years or 5 years.

- (a) The Order will set out the Minimum Term and at the expiry of the Minimum Term Vodafone shall stop providing the Service and the Agreement shall terminate.
- (b) Where Customer wishes to purchase additional Software Licences for use with the Service, they will be subject to a separate Order and separate Agreement.

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

1.3 Renewal Term:

- (a) Subject to Vodafone's agreement with its Third Party Provider still being in force, the Parties acknowledge that:
 - a. the Agreement shall automatically renew for an Additional Term, unless Customer or Vodafone serve 30 days' notice in writing to terminate in accordance with the Vodafone Business Marketplace Service Terms;
 - b. the Additional Term is either 3 or 5 years in line with the Minimum Term following expiry of the Minimum Term then in effect.
- (b) Customer acknowledges that on each automatic renewal of the Service, the then current General Terms, Mobility Service Terms, Fixed Service Terms and the Connected Vision plus VMS Service Specific Terms and Commercial Terms as set out at www.vodafone.co.uk/terms on the date of the automatic renewal, shall apply in accordance with the Vodafone Business Marketplace Service Terms.
- (c) Customer further acknowledges that on each automatic renewal of the Service, the latest Charges for the Service shall apply in accordance with Vodafone Business Marketplace Service Terms.

1.4 **Modification of the Service:** Vodafone may increase the Charges, charge Customer a One-off Charge, adjust or cancel the Service, a Service Element or an Order (in whole or in part):

- (a) if Customer requests a modification to the Services before or after the Service Commencement Date (including, changes in Customer Site address, service type, point of presence and/or presentation, or Configuration Changes); or
- (b) if changes are necessary as a result of:
 - 1. a Site Survey;
 - 2. Customer providing inaccurate or incomplete information; or
 - 3. Third Party Provider changing its charges to Vodafone.
- (c) Customer will be responsible for Vodafone's reasonable costs resulting from the modification and any applicable Recovery Charge resulting from the cancellation. If such modification occurs before the Service Commencement Date, in addition to the above actions, Vodafone may amend the Agreed Delivery Date.

2. Charges

2.1 Customer acknowledges that the Charges shall be set out in the Order and shall be exclusive of VAT at the prevailing rate.

Commercial Terms

- 2.2 **Recurring Charges (Service Fee):** Customer acknowledges that Vodafone shall bill Customer for Recurring Charges relating to (i) hosting and Software Licence annually in advance, and (ii) Global Managed IoT Connectivity (where applicable) monthly in arrears.
- 2.3 **One-off Charges:** Customer acknowledges that Vodafone shall bill Customer in advance for the applicable One-off Charges relating to Device Hardware, extended Warranty Period (as applicable), and/or spare parts, as specified in the relevant Order and/or Customer Solution Design.
- 2.4 Customer acknowledges that Vodafone will agree any further One-off Charges relating to the Service with the Customer, and Vodafone shall invoice Customer (and Customer shall pay Vodafone) such One-off Charges as incurred by Vodafone.
- 2.5 **Ancillary Charges:** Customer shall pay Vodafone any applicable Ancillary Charges which may be charged concurrently as appropriate (for example, an “Aborted Site Visit” charge and an “Out of Hours” charge). A non-exhaustive list of the relevant Ancillary Charges are set out here as maybe updated by Vodafone from time to time. <http://www.vodafone.co.uk/cs/groups/public/documents/document/fixed-line-ancillary-charges.pdf>
- 2.6 **Recovery Charge:** Without prejudice to the General Terms, Customer shall pay a Recovery Charge for terminating the Service or a Service Element if the Agreement terminates prior to expiry of the Minimum Term or then current Additional Term. The Recovery Charge shall be the sum of (a) all One-Off Charges (where such Charges remain unpaid at the time of termination); and (b) any applicable Recurring Charges which would have otherwise been payable to the end of the Minimum Term or then current Additional Term.

3. Additional Commercial Conditions

3.1 Use of Device Hardware

- (a) Customer acknowledges that the Mobile Encoder may only be used in conjunction with the IoT Platform and Connected Vision plus VMS Platform within the UK. SIMs associated with Device Hardware will not operate outside the UK.
- (b) Without prejudice to the General Terms, Vodafone may modify the Connected Networks or the Network Tiers they are associated with for commercial or regulatory reasons.

DIGITAL BARRIERS HARDWARE WARRANTY TERMS

1. The warranties set forth in this Hardware Warranty Terms ("Agreement") are in lieu of, and DIGITAL BARRIERS hereby disclaims, all other warranties and conditions, whether express or implied, including without limitation the implied terms of satisfactory quality and fitness for a particular purpose to the fullest extent permitted by law.
2. Subject to Clauses 3 and 4, DIGITAL BARRIERS warrants that the Equipment sold to Purchaser under this Agreement shall, under normal use and service, be free from defects in materials and faulty workmanship. The warranty period for any item of Equipment shall be twelve (12) months from the date of Delivery (the "Warranty Period").
3. DIGITAL BARRIERS's obligation and Purchaser's sole remedy under this Warranty are limited to the replacement or repair, at DIGITAL BARRIERS's option, of the defective Equipment within the applicable Warranty Period. DIGITAL BARRIERS shall have no obligation to remedy any such defect if it can be shown that, in DIGITAL BARRIERS's reasonable opinion: (a) the Equipment was altered, repaired, or reworked by any party other than DIGITAL BARRIERS without DIGITAL BARRIERS's prior written consent; (b) such defects were the result of Purchaser's or a third party's improper storage, mishandling, abuse, or misuse of the Equipment; (c) such defects were the result of Purchaser's or a third party's use of the Equipment in conjunction with equipment electronically or mechanically incompatible or of an inferior quality; or (d) the defect was the result of damage by fire, explosion, power failure, or any act of nature.
4. Subject to the provisions of this Warranty clause, defective parts must be returned within the Warranty Period by Purchaser on a DDP basis (as defined in the Incoterms 2020) to DIGITAL BARRIERS's appointed repair facility and said defective parts will be repaired or replaced by DIGITAL BARRIERS at no additional charge to Purchaser. In connection with such return by Purchaser, Purchaser shall comply with DIGITAL BARRIERS's Return Material Authorisation ("RMA") procedures, available upon request. DIGITAL BARRIERS shall deliver the repaired or replacement parts on a DDP basis to Purchaser. However, if there was no fault found ("NFF") Purchaser shall pay such transportation costs along with DIGITAL BARRIERS's then prevailing NFF charge. Risk of loss or damage shall pass to the receiving party on delivery. DIGITAL BARRIERS will charge Purchaser for any repair or maintenance carried out which is not covered by the warranties contained in Clause 2 or Clause 6 at DIGITAL BARRIERS's then prevailing standard rates for such services.
5. Any optional extended warranty, where available, may only be purchased at the time of product point of sale. The extended warranty shall run from the date of receipt of the extended warranty through the balance of the 12 months limited warranty plus the term of the extended warranty

Appendix 1

measured after the expiration of the 12 months limited warranty. Purchaser may not buy more than one extended warranty for any one specific product. The extended warranty shall not cover user-removable battery replacement, abuse, intentional or deliberate damage to the product, or force majeure during the extended warranty period. For customers who purchase an extended warranty, DIGITAL BARRIERS warrants it will repair or replace the DIGITAL BARRIERS product, which fails to function for any reason not excluded by this warranty, during the extended warranty period with the same or like product, at DIGITAL BARRIERS's option. Purchaser may not buy a new extended warranty for any replacement or repaired product which has been replaced or repaired under the extended warranty.

6. DIGITAL BARRIERS warrants that the defective element of the Equipment returned by DIGITAL BARRIERS following repair or replacement of such defective element by DIGITAL BARRIERS shall be free from defects in materials and faulty workmanship until the end of the original Warranty Period, whichever is longer. For the avoidance of doubt, any Warranty Period extension granted pursuant to this Clause 6 only applies to the repaired defective element of the Equipment.

7. Unless expressly set out in a Quotation and PO, in no event shall DIGITAL BARRIERS be obliged to provide on-site maintenance or general Product or Services support. If Purchaser requires support, it may purchase a separate support package which shall be governed by DIGITAL BARRIERS's Support Services Terms & Conditions. Details can be found at <http://www.digitalbarriers.com/support>.