

Service Specific Terms



Vodafone Secure Device Manager Cloud

Business Customers

1. The Service – Overview

- 1.1 The Vodafone secure device manager Cloud service (the “**VSDM Cloud Service**” or the “**Vodafone Secure Device Manager Cloud Service**”) provides Customer with the ability to remotely configure, manage, maintain and support Approved Devices in the Cloud. The term “**Service**” or “**Services**” in these Service Specific Terms means the VSDM Cloud Service.

2. Service Term Structure

- 2.1 These Service Specific Terms include:

- (a) the service specification available on Vodafone Business Marketplace, which sets out a description of the Service, including optional Service Elements and complementary Services (where applicable), and may be updated from time to time (the “**Service Specification**”). The specific Service Elements selected by Customer will be set out in the Order; and
- (b) the service levels which set out the standards that will be applied to the provision of the Service (the “**Service Levels**”).

- 2.2 The following documents further govern Vodafone’s supply of the Service and form part of the Agreement, applying in the order of precedence set out in the General Terms, save that the VBM Service Terms shall take precedence over the General Terms and all documents expressed to be of lesser precedence in the General Terms:

- (a) the Commercial Terms (as detailed in clause 7 below);
- (b) the Order, which confirms the Service Elements selected by/for Customer;
- (c) the Vodafone Business Marketplace Service Specific Terms (the “**VBM Service Terms**”) available at www.vodafone.co.uk/cloudservices/;
- (d) the General Terms as set out at www.vodafone.co.uk/terms;
- (e) the Mobility Service Terms as set out at www.vodafone.co.uk/terms;
- (f) any other documents incorporated by reference into the Commercial Terms or these Service Specific Terms; and
- (g) any applicable policies and guidelines, as provided from time to time by Vodafone.

- 2.3 Furthermore, to access and use the VSDM Cloud Software, the Customer must also comply with the Terms of Service and Product Guide.

3. The Service

- 3.1 The VSDM Cloud Service provides the ability for Customer to remotely configure, manage, maintain and support Approved Devices in the Cloud and will comprise of the following core Service Elements and may also comprise of the following optional Service Elements, where selected by Customer in the Order:

- (a) Core Service Elements
 - (i) VSDM Cloud Software (hosted in the Cloud);
 - (ii) Set-up of the VSDM Cloud Software; and
 - (iii) Managed Support for the Service.
- (b) Optional Service Elements

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- (i) **Unified Access Gateway (UAG):** installation of an On Premise Component (which comprises Tunnel, Content Gateway and Secure Email Gateway) which enables Approved Devices to securely access corporate content; and
 - (ii) **Cloud Connector:** installation of an On Premise Component that enables integration with the Customer's hosted infrastructure; and
 - (iii) **Workspace One Access Portal:** initial configuration and integration of Customer's infrastructure and/or applications with the Workspace One Access Portal.
- 3.2 **Automatic Renewal:** The VSDM Cloud Service will, at the end of the applicable Minimum Term or applicable Renewal Term, renew automatically for the same term as the Minimum Term unless either Party notifies the other in writing of its intent not to renew not more than 90 days and not less than 30 days prior to the expiry of the applicable Minimum Term or applicable Renewal Term.
- 3.3 **Renewal Term:** Vodafone reserves the right to charge for any Renewal Term of the VSDM Cloud Service in accordance with the Standard List Price.
- 3.4 Customer acknowledges that on each automatic renewal of the Service, the latest version of the terms applicable to the Agreement as listed in clause 2.2, available at www.vodafone.co.uk/terms on the date of the automatic renewal, shall apply.
- 3.5 Customer acknowledges that the VSDM Cloud Service itself does not include the provision of any airtime, data or Professional Services (including in relation to Set-up). The Customer must purchase a Foundation or Advanced Set-up of the VSDM Cloud Software. Additional Professional Services may also be purchased from time to time for an additional fee.
- 3.6 The detailed functionality and limitations of the VSDM Cloud Service are described in the Service Specification.
- 3.7 With the exception of certain optional services, the VSDM Cloud Service shall be provided using a data service hosted by AWS in Germany. Managed Support Requests may be dealt with by Vodafone support teams in India and Egypt and on occasion escalated to Ommissa to support from the USA. Concentrix may also be used as a sub-contractor for first line support which will be provided from Egypt. For use of Vodafone Business Marketplace, Vodafone have appointed Concentrix as a sub-contractor for order processing which will be provided from Ireland.

4. Service Specific Conditions of Use

- 4.1 **Vodafone Business Marketplace** (the "VBM"): The Service is made available to purchase through the VBM. The VBM Service Terms apply to the extent of the Customer's use of the VBM website. In the event of any conflict between the VBM Service Terms and the Service Specific Terms, then the Service Specific Terms shall take precedence.
- 4.2 **Approved Devices:** Customer shall ensure the Services are used on Approved Devices only.
- 4.3 **VSDM Cloud Software:**
- (a) Notwithstanding any additional end licence terms that may be accepted by the Customer when it accesses the VSDM Cloud Software ("EULA"), the Customer acknowledges and agrees that it shall comply with (and ensure that its Users comply with) the Terms of Service and the Product Guide when accessing and using the Service;
 - (b) By accessing and using the Service, Customer shall be deemed to have read, understood, and agreed to the Terms of Service and Product Guide and these documents shall prevail over the terms of any EULA (if applicable) in the event of inconsistency; and
 - (c) Customer acknowledges that it is responsible for obtaining any other licences which may be needed to use the VSDM Cloud Service, including, without limitation, the Apple Enterprise Developer Certificate (which enables use of the Service on Apple iOS devices).
- 4.4 **On Premise Components:** Where Customer has selected any of the On Premise Components:
- (a) Customer shall ensure that:

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- (i) its server, hardware and software meet the Technical Prerequisites (including configuration) as advised to Customer by Vodafone; and
 - (ii) it informs and updates Vodafone of any changes it has made (or intends to make) to its server, hardware and software which may impact the delivery of the VSDM Cloud Services. Any updates and/or changes to the Customer's service, hardware and/or software, which are carried out by Vodafone on behalf of Customer, shall be subject to additional charges.
 - (b) Customer must ensure that the hardware and software upon which the On Premise Components are installed meets the Technical Prerequisites (including configuration) as advised to Customer by Vodafone. If carried out by Vodafone on behalf of Customer, any such updates and/or changes to hardware or software that are required to ensure the Technical Prerequisites are achieved (including but not limited to updating the UAG, and/or the Cloud Connector, where applicable) shall be subject to additional charges.
 - (c) Cloud Connector: Customer is solely responsible for patching its operating systems and all windows and security updates. Vodafone is only responsible for the application itself.
- 4.5 **Planned and Unplanned Outages:** The availability of the Service may be limited by maintenance work and technical defects in the Network. Vodafone shall use all reasonable efforts to inform Customer within 5 Working Days of any planned down time for maintenance purposes.
- 4.6 **Location Tracking:** If Customer opts to use location-based services, Customer shall first ensure that it has all necessary consents from each User in relation to whom the location-based services may be used, for Vodafone to provide Customer with geographical tracking information about that User. For the avoidance of doubt, the VSDM Cloud Service does not give Vodafone or Omnisia the ability to access any personal data stored on Approved Devices or on Customer's server.
- 4.7 **Termination:** In addition to the termination rights set out in the General Terms and/or Mobility Service Terms, Vodafone shall be entitled to terminate the VSDM Cloud Service upon 30 days written notice to Customer where Vodafone's agreement with Omnisia has terminated.
- 4.8 **Non-Perpetual Licence and post-termination obligations:** Upon termination of the VSDM Cloud Service, Customer shall:
- (a) delete and dispose of all VSDM Cloud Software and materials provided to Customer by Vodafone or Omnisia as requested by Vodafone in order to prevent further use of the Services;
 - (b) unenroll its Approved Devices;
 - (c) delete organisation groups Customer has created in the VSDM Cloud Software; and
 - (d) permit Vodafone to perform the foregoing Customer obligations set out in this clause 4.8 as part of the offboarding process, if Customer fails to perform its obligations. Customer acknowledges and agrees that forced unenrolment of Customer's Approved Devices and deletion of organisation groups performed by Vodafone may result in Customer's Approved Devices being reset to factory settings and/or loss of data for which Vodafone will not be liable.
- 4.9 Customer shall not be permitted to add-on any Service features and/or functionalities that fall outside of the specific Monthly Licence bundles Customer has purchased, without placing a valid Order for any such Service features and/or functionalities with Vodafone. Customer acknowledges and agrees that some Optional Service Elements and/or add-ons may not be available with certain Monthly Licence types. Without prejudice to the generality of the foregoing, Customer acknowledges and agrees that it shall not be able to purchase any add-ons with the 30-day Mobile Essentials Monthly Licence.
- 4.10 Customer acknowledges and agrees that if it wishes to order more Monthly Licences, Optional Services and/or add-ons ("**Additional SKUs**") than initially set out in the Commercial Terms, Customer must place an Order with Vodafone in accordance with the terms of this Agreement. Customer acknowledges that Vodafone may require Customer to enter into an entirely new contract with Vodafone in respect of such Additional SKUs. In the event that Customer fails to place an Order with Vodafone for such Additional SKUs prior to commencing use of the Additional SKUs, Customer acknowledges and agrees that:

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- (a) The use of such Additional SKUs shall be subject to the terms of Customer's Agreement with Vodafone, including without limitation any applicable Minimum Term in such Agreement;
 - (b) Vodafone may:
 - (i) charge Customer for such Additional SKUs at the then prevailing rate; and/or
 - (ii) wipe the devices associated with the Additional SKUs immediately without notice to Customer; and/or
 - (iii) remove the devices associated with the Additional SKUs from the VSDM Cloud Portal immediately without notice to Customer.
- 4.11 Without prejudice to the General Terms, Customer acknowledges and agrees that Vodafone shall not be responsible for any loss of data which results from Vodafone exercising its rights, as set out in clauses 4.10(b)(ii) and 4.10(b)(iii) above.
- 4.12 Notwithstanding anything in the Agreement to the contrary, the Customer is not able to switch to a different Monthly Licence bundle (e.g. changing a Mobile Essentials Monthly Licence bundle to a Desktop Essentials or Unified Endpoint Management Essentials Monthly Licence bundle) to upgrade or downgrade its Monthly Licence bundle within the Minimum Term.

5. VSDM Cloud Software

- 5.1 Following the Service Commencement Date, Vodafone shall direct Customer to electronic links for the download and/or use of the VSDM Cloud Software (except for the Intelligent Hub which Customer must download and install themselves).
- 5.2 Customer shall ensure that all Users perform the activation and registration process of the VSDM Cloud Software on each Approved Device.
- 5.3 Customer may receive updates to the VSDM Cloud Software during the Minimum Term as they become generally available. Vodafone shall not be responsible for installing any such updates or new releases of the VSDM Cloud Software. All updates and new releases shall be installed by Omnissa and Vodafone shall, where reasonably possible, inform Customer before any such installations are made.
- 5.4 Customer acknowledges that the Terms of Service contain certain restrictions around the functionality and use of the VSDM Cloud Software. In the event Customer breaches any terms and conditions of this Agreement or the Terms of Service, Vodafone or Omnissa shall be entitled to terminate the VSDM Cloud Software Licence.
- 5.5 Customer is responsible for maintaining procedures external to the VSDM Cloud Software for reconstruction of lost or altered files, data, or programs to the extent it deems necessary, and for actually reconstructing any lost or altered files, data, or programs.
- 5.6 Customer shall provide and maintain all necessary hardware, software and the proper environment to operate the VSDM Cloud Software as specified in writing by Vodafone from time to time, including without limitation, acquiring and maintaining the necessary system configuration, hardware, software and licences necessary to utilise the various capabilities of the VSDM Cloud Software. Neither Vodafone nor Omnissa shall be responsible for any errors or defects in such hardware or software.
- 5.7 Vodafone or its licensor(s), as applicable, own all Intellectual Property Rights in and to the VSDM Cloud Software. Customer may not transfer, assign, sublicense, or otherwise distribute or enable a third party to use the VSDM Cloud Software or any part of it.
- 5.8 A Monthly Licence (on a per Approved Device or per User basis) shall be required for each User to access the VSDM Cloud Software applicable to the Service. Each User licence purchased permits the User to use up to five (5) Approved Devices.
- 5.9 The Customer acknowledges and agrees that:
- (a) the Terms of Service set out the Customer's sole and exclusive remedy for any failure to meet applicable service levels or any other failure in relation to the VSDM Cloud Software ("**Service Failure**");

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- (b) any Service Failure may be a failure by Omnisia, but it is the Customer's responsibility to raise any perceived incidents of Service Failure with Vodafone directly; and
 - (c) Vodafone will relay any claimed incidents of Service Failure to Omnisia and Omnisia will determine whether a remedy is applicable to the Customer pursuant to the Terms of Service.
- 5.10 Vodafone shall have no obligations or responsibilities of any kind hereunder with respect to problems caused in the use or functioning of the VSDM Cloud Software by any hardware or software product (including but not limited to operating systems, networks, and third party software) not supplied by Vodafone.
- 5.11 The VSDM Cloud Software is supplied to customer "as is" and to the fullest extent permitted by Applicable Law, Vodafone disclaims and excludes all warranties, representations, conditions, to satisfactory quality and fitness for a particular purpose either express or implied or whether arising by statute, common law or otherwise and Vodafone and its licensors give no warranty that the software will be error-free or that any errors will be corrected or that use of the software will be accurate, uninterrupted or reliable.

6. Data Protection

- 6.1 Vodafone may act as a Data Controller or a Data Processor for the User Personal Data Processed in the provision of the Service. Where Vodafone acts as a Data Processor, the remainder of this clause shall apply.
- 6.2 Interpretation and Definitions. In this clause:
- (a) "Sub-processor" shall mean a sub-contractor who is Processing User Personal Data on behalf of Vodafone for the provision of the Service.
 - (b) "Transfer Contract Clauses" shall mean together: (i) the standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679, as set out in the European Commission's Implementing Decision 2021/914 of 4 June 2021, as may be amended, replaced or superseded by the European Commission from time to time ("Standard Contract Clauses"), and (ii) the UK Addendum to Standard Contractual Clauses, as may be amended, replaced or superseded by the ICO from time to time (including as formally issued by the ICO under section 119A(1) Data Protection Act 2018).
 - (c) All other capitalised terms shall have the meaning defined elsewhere in these Service Specific Terms or the General Terms, as applicable.
- 6.3 Vodafone may engage 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. Vodafone shall remain liable to the Customer for the performance of that Sub-processor's obligations.
- 6.4 Vodafone and its Sub-processor(s):
- (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 Law.
 - (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 retain the User Personal Data for as long as is required to deliver the Service and shall (unless otherwise required by Applicable Law) destroy or return (at Customer's option) User Personal Data in its

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- possession upon termination of the Agreement, save where Customer opts for Vodafone to retain User Personal Data subject to a new hosting agreement.
- (d) 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.
 - (e) shall (i) provide appropriate technical and organisational 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;
 - (f) 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.
 - (g) may transfer User Personal Data to countries outside the UK 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 User Personal Data to processors established in third countries; (ii) that the transfer of User Personal Data does not put the Customer 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.
 - (h) (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.
- 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 organisation 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, nothing in this sub-clause amends or varies those clauses, or 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.
- 6.6 **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 organisational measures, insofar as this is possible in the Customer's fulfilment of those obligations under Applicable Privacy Law.

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7. Term and Commitment

7.1 Commercial Commitment:

- (a) Vodafone's offer is based on Customer using the Service for the Minimum Term or applicable Renewal Term and maintaining the number of Monthly Licences that the Customer orders during that period.
- (b) Customer's initial order of Monthly Licences must meet the following minimum numbers:

All core Monthly Licences	1
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- (c) Subject to clause 7.1(d) below, the **Minimum Term** is defined within the Order as Contract Term.
- (d) The **Minimum Term** for any 30-day Mobile Essentials licences (as applicable) shall be 30 days.
- (e) Customer can, pursuant to this Agreement, add Monthly Licences during the Minimum Term or applicable Renewal Term by notifying Vodafone and Customer must then maintain the accumulative number of Monthly Licences until the end of the Minimum Term or applicable Renewal Term. Customer acknowledges and agrees that the addition of further Monthly Licences during the Minimum Term or applicable Renewal Term shall be subject to the availability of such Monthly Licences.
- (f) Customer can only reduce the number of purchased Monthly Licences at the end of the Minimum Term or then-current Renewal Term (as applicable) by notifying Vodafone of the reduction not more than 90 days and not less than 30 days prior to the renewal of the applicable Minimum Term or applicable Renewal Term.

7.2 **Charges and invoices:** Access Fees and/or Recurring Charges relating to the VSDM Cloud Service shall be invoiced to Customer by Vodafone monthly in arrears.

8. Charges:

- 8.1 The Charges shall be as set out in the Order and shall be exclusive of VAT at the prevailing rate.
- 8.2 Where the Customer has opted to receive training (whether Remote or On-site, as per the Order) or any Professional Services, these will be show in the Order Form and payable as One-Off Charges.
- 8.3 Where the Customer has opted to receive "Foundation Set-up" as per the Order, the Customer may elect to pay the associated Charge as a One-off Charge or as a Monthly Charge across the Term of the Agreement as detailed in the applicable Order.
- 8.4 Where the Customer has opted to receive an "Advanced Set-up" option, there will be a One-off Charge as detailed in the applicable Order. This One-off Charge will be shown in the Order Form as a Foundation Set up plus an agreed number of Set-up Professional Services days.

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1. Managed Support

- 1.1 Vodafone warrants that it shall provide the Managed Support Helpdesk with reasonable skill and care.
- 1.2 The Managed Support Helpdesk shall be responsible for providing technical support for general VSDM Cloud platform issues only. For avoidance of doubt, the Managed Support Helpdesk shall not be responsible for any standard account, device, SIM connectivity, order or general query requests that are not related to the VSDM Cloud Service.
- 1.3 Customer must raise all Priority 1 and Priority 2 Incident Managed Support Requests to the Managed Support Helpdesk by telephone (contact details shall be provided to Customer by Vodafone).
- 1.4 Customer must raise all Priority 3 and Priority 4 Incident Managed Support Requests to the Managed Support Helpdesk via calling on 0333 3040 191 or 191 from mobile or webchat (if available).
- 1.5 Only Customer's IT personnel (maximum of 10) may contact the Managed Support Helpdesk. Customer shall confirm the identities of those nominated IT personnel to Vodafone on request. Customer shall inform Vodafone of any changes to its nominated IT personnel. Vodafone reserves the right to reject Managed Support Requests from any other personnel.

2. Pre-requisites for Managed Support

- 2.1 In order to receive Managed Support from Vodafone and/or Omnisia, Customer shall:
 - (a) only use the VSDM Cloud Service with Approved Devices that are maintained in good working order;
 - (b) ensure it maintains the primary location group and group ID and shall ensure that the master location group enabled by Vodafone is not amended at any time; and
 - (c) ensure that the VSDM Cloud Software is loaded onto supported hardware configurations as defined by Vodafone and/or Omnisia.
- 2.2 Vodafone shall only provide Managed Support in relation to Customer's server if the VSDM Cloud Software was installed by Vodafone and/or Omnisia, or if Vodafone has health-checked the Customer's server and agreed to support it.
- 2.3 Vodafone shall be under no obligation to provide Managed Support for any Incidents caused by or related to any of the following:
 - (a) any issue which is not related to an Approved Device for which Customer has purchased a valid VSDM Cloud Software Licence;
 - (b) modification of any system or code or use of software or hardware not authorised or supplied by Vodafone;
 - (c) use of software or hardware (whether or not supplied by Vodafone or its authorised partners) that has been modified, altered or damaged by any person or entity other than Vodafone or its authorised partners;
 - (d) any Incident that Vodafone is unable to verify and reproduce after making reasonable efforts, including Incidents which can only be reproduced with appropriate User devices, SIM Cards, or special access rights;
 - (e) any Incident which could have been prevented by the Customer running the most up to date release and version of the VSDM Cloud Software (including any patches and fixes) made available by Vodafone and/or Omnisia;
 - (f) any failure of the operating systems and/or non-Vodafone supported component (software or hardware) used by Customer that is beyond Vodafone's control (e.g. at Customer's site), including but not limited to any component that is integrated with the supported VSDM Cloud Software;
 - (g) issues related to changes to the primary location group and group ID by the Customer; and/or

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- (h) problems caused or contributed to by Customer's negligence, abuse, misuse or misapplication of the VSDM Cloud Software, or any other failure to comply with the terms of the Agreement or the Terms of Service.
- 2.4 The Customer shall:
 - (a) allow Vodafone reasonable access to its server in order for Vodafone to make any relevant VSDM Cloud Software upgrades to the server; and
 - (b) inform Vodafone of changes made to its server and systems which may impact delivery of the VSDM Cloud Service.
- 2.5 Customer shall be responsible for managing the configuration and application policies for all Approved Devices, via Vodafone's platform.

3. Severity Levels

- 3.1 Upon receipt of a Managed Support Request the Managed Support Helpdesk shall allocate an Incident number and classify the Managed Support Request into one of the four categories set out in the following table:

Priority Category	Definition
Priority 1 – Critical Service Affecting	A complete breakdown or outage or a critical performance degradation causing Service unavailability for a significant proportion of Users (business impact for the Company: Critical).
Priority 2 - Major Service Affecting	The functionality of the Service is affected to a large extent, a major performance degradation or loss of important function occurs, security is critically affected or a breach of an applicable law occurs (business impact for the Company: Major).
Priority 3 – Minor Service Affecting	A minimal limitation to the functionality of the Service (business impact for the Company: Minor).
Priority 4 – Non Service Affecting	No limitation to the functionality, e.g. faulty documentation, handling questions etc. (business impact for the Company: non Service affecting).

4. Service Levels

- 4.1 Upon the classification of a Managed Support Request by the Managed Support Helpdesk, Vodafone shall aim to respond to the Managed Support Requests in accordance with the following table:

Metric	Channel	Service Level Target
Response to internal inbound contact	Telephone	80% in <30 seconds

- 4.2 The Service Levels shall apply to all Managed Support Requests received during Managed Support Working Hours only. Where a Managed Support Request is received outside of Managed Support Working Hours, the service level shall begin at the start of the Managed Support Working Hours on the next Working Day. Vodafone shall use all reasonable efforts to resolve Managed Support Requests for Incidents allocated to Priority 1 or 2 outside of Managed Support Working Hours via the Vodafone technical customer support helpdesk.
- 4.3 Subject to clauses 3.1 and 4.1 of these Service Levels, Vodafone shall use reasonable efforts to respond to Managed Support Requests. Vodafone shall work reasonably and diligently to resolve faults.
- 4.4 Customer shall fully co-operate with Vodafone and/or its suppliers at all times in a timely manner in order to fully close any Managed Support Requests. If Customer does not fully co-operate with Vodafone and/or Third



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Party Providers or otherwise is in breach of the Agreement, the Service Levels as set out in clauses 3.1 and 4.1 of these Service Levels shall not apply.

- 4.5 Where Vodafone is unable to close down a Managed Support Request due to reasons outside of Vodafone's control, Vodafone shall notify Customer with reasons for the lack of closure and shall suspend the Managed Support Request until the Parties agree that the affecting issue has been resolved and the Managed Support Request can re-commence.

5. Incident Management

- 5.1 When raising a Managed Support Request to the Managed Support Helpdesk Customer's IT Helpdesk shall provide (without limitation) the following information to Vodafone:

- (a) confirmation of Customer's company name;
- (b) contact details (name, email address and phone number);
- (c) out of hours contact details (name, email address and phone number);
- (d) Customer's reference details (where appropriate);
- (e) full details of the Incident, including but not limited to:
 - (i) Incident onset date and time;
 - (ii) Incident description;
 - (iii) scope of Incident;
 - (iv) business impact (including scale and severity);
 - (v) details of Customer testing and fault diagnostics;
 - (vi) number of Users / Customer Sites affected;
 - (vii) which Customer Site(s) affected;
 - (viii) Device being used (including whether there is 4G, 5G or WiFi connectivity);
 - (ix) Device type/model/OS version;
 - (x) affected user details;
 - (xi) test credentials;
 - (xii) enrolment url;
 - (xiii) location group/LG ID;
 - (xiv) whether Customer has changed anything recently (for example, a password reset);
 - (xv) what, if any, troubleshooting steps Customer has taken;
 - (xvi) frequency of Incident (constant, intermittent, time of day related); and
 - (xvii) Customer availability for testing.

- 5.2 When raising an Incident to the Managed Support Helpdesk, Customer's IT Helpdesk shall carry out the following activities:

- (a) diagnose and ensure external components such as firewall, Network connectivity, server hardware/software, email and database servers are fully operational;
- (b) diagnose User accounts to ensure that they are enabled and correctly configured;
- (c) confirm whether other Users within the organisations are encountering similar Incidents;
- (d) check device hardware is not faulty; including simple checks such as internet browser to confirm connectivity is available; and
- (e) validate that the User is authorised by Customer to receive the VSDM Cloud Service.

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- 5.3 Managed Support Requests shall only be closed by the agreement of the Customer contact nominated when the relevant Managed Support Request was made.
- 5.4 Where reasonably required to do so by Vodafone or as agreed between the Parties, Vodafone shall pass Managed Support Requests to Omnisia. If Vodafone has passed a request to Omnisia, Omnisia may communicate to the Customer via Vodafone, as it reasonably requires.
- 5.5 Customer may receive requests to supply server and client logs for the purpose of diagnostics and general support from Vodafone or Omnisia. Customer acknowledges that the provision of such information by it may be critical to allow Vodafone or Omnisia to provide effective support.
- 5.6 Customer shall fully co-operate with Vodafone and/or Omnisia (as applicable) at all times in order to close down any Managed Support Requests.
- 5.7 Vodafone shall be entitled to request Customer satisfaction surveys from time-to-time, based on the closure of Managed Support Requests. The results of the survey shall be used only for the improvement of the VSDM Cloud Service.

Definitions

Vodafone Secure Device Manager Cloud

Business Customers



The following definitions are applicable to the Service:

Approved Device(s)	Devices approved by Omnissa for use with the VSDM Cloud Software, as notified to Customer by Vodafone from time to time.
Cloud	The core Service Element detailed in the Order where Omnissa hosts the VSDM Cloud Software on a multi-tenancy platform in Germany.
Incident	An unplanned interruption to or reduction in the quality of the Service, or a failure of a Service configuration item.
Incident Management	The end-to-end management of Incidents by Vodafone.
Intelligent Hub	End-User application that Customer must download from an applicable application store (such as the Google Play Store) and install on an Approved Device to enable the Service on that Approved Device.
IT Helpdesk	The Customer's IT Helpdesk and nominated employees or contractors who provide internal support for the Service.
Managed Support	The core support Service Element which forms part of the VSDM Cloud Service.
Managed Support Helpdesk	The support team operated by Vodafone to provide specific support for issues related to the VSDM Cloud Service.
Managed Support Request	A request by Customer to the Managed Support Helpdesk for Managed Support in respect of the VSDM Cloud Service.
Managed Support Working Hours	The hours between 8.00 and 18.00 on any Working Day.
Monthly Licence	Means a temporary, monthly, per Approved Device or per User (as applicable) licence of the VSDM Cloud Software.
Omnissa	Omnissa International Unlimited Company, a company registered in Ireland with company number 755570 and whose legal address is at C/o Parnell House, Barrack Square, Ballincollig, Cork, P31 TX92, Ireland and who for the purposes of this Agreement, is a Third Party Provider.
On Premise Components	The optional Service Element detailed in the Order which provides integration between the Service and the Customer's own infrastructure.
Product Guide	The Cloud Services Guide, as amended from time to time, and available at: www.omnissa.com/legal-center/
Service Specification	The summary of the VSDM Cloud Software features, set out in the document available from Vodafone Business Marketplace, as updated from time to time.
Set-up	The pre-service launch set-up fee of the core VSDM Cloud Service as selected in the Order. Any further set-up required by the Customer shall be deemed a professional service and subject to additional terms.
Terms of Service	Means together: a) the Omnissa General Terms, as may be updated from time to time, and available at: www.omnissa.com/general-terms/ ; and b) the Omnissa 'Cloud Services Exhibit', as updated from time to time and available at: www.omnissa.com/legal-center/ These Terms of Service are the Third Party Developer's Terms of Service for the purposes of the VBM Service Terms.

Definitions



Vodafone Secure Device Manager Cloud

Business Customers

User	An individual end user of the VSDM Cloud Service who is approved by Customer and who must be a permanent or temporary employee or sub-contractor of Customer unless otherwise specified in the Agreement.
Vodafone Business Marketplace (“VBM”)	Means the platform set out at https://marketplace.vodafone.co.uk/home .
VSDM Cloud Software	The cloud-based software application referred to as “Omnissa Workspace ONE” in the Product Guide, where it is described in more detail.
VSDM Cloud Software Licence	The Customer’s subscription licence to VSDM Cloud Software (this is typically a Monthly Licence)
VSDM Cloud Portal	means the portal used by Customer to manage and secure their devices, applications and content. It integrates device management, application management, and security features into a single pane of glass. It is the console Customer will use to define management policies to be applied to their devices.
Workspace One Access Portal	means the separate portal provided by Omnissa that allows Users to access applications and desktops through a single authentication experience. It also serves as a management tool for administrators to control access for their Users. This portal integrates with various identity providers such as Active Directory, Azure AD, Okta, and Ping, providing a seamless identity management and application access solution. This portal is provided as part of the VSDM Cloud Service, and Professional Services exist as an Optional Service Element for Vodafone to configure the Workspace ONE Access Portal on Customer’s behalf.