



1. The Service – Overview

1.1 Vodafone offers the Customer the following Services:

- (a) Vodafone storm® Communications Integration™ (“**storm Service**”): a cloud platform solution with the capability to provide an integrated IP contact centre, and omni – channel customer engagement features.
 - (b) **Vodafone storm® LITE™** (“**storm LITE Service**”): a cloud platform solution with the capability to provide an integrated IP contact centre, for Customers with fewer than 200 Contact Centre Agents (“Agents”) only.
- 1.2** The term “**Service**” or “**Services**” in these Service Specific Terms means the storm Service or storm LITE Service, as applicable, which together make up Vodafone storm® Service.

2. Service Term Structure

2.1 These Service Specific Terms include:

- (a) the service specification, which sets out a description of the Service, including optional Service Elements and complementary Services (where applicable), and may be updated from time to time (the “**Service Specification**”). The specific Service Element selected by Customer will be set out in the Commercial Terms and/or Commercial Terms and/or Order; and
- (b) the service levels, which set out the standards that will be applied to the provision of the Service (in addition to the standards set out in the Tiered Support Service Specific Terms) (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 Commercial Terms and/or Order of precedence set out in the General Terms:

- (a) the Commercial Terms;
- (b) the General Terms as set out at www.vodafone.co.uk/terms;
- (c) the Fixed Service Terms as set out at www.vodafone.co.uk/terms;
- (d) the IP VPN Service Terms as set out at www.vodafone.co.uk/terms;
- (e) Vodafone Business UC Service Terms as set out at www.vodafone.co.uk/terms;
- (f) the Commercial Terms and/or Order, which confirms the Service Element selected by/for Customer;
- (g) the statement of work (the Service Design Document), which is prepared for Customer by or on behalf of Vodafone that contains further detail of the Service;
- (h) the Tiered Support Service Specific Terms available at www.vodafone.co.uk/terms; and
- (i) any applicable policies and guidelines, as provided from time to time by Vodafone.

3. The Service and Equipment

3.1 The Service comprises required core Service Elements and may also include optional Service Elements selected by Customer both of which shall be set out in the Commercial Terms and/or Commercial Terms and/or Order.

3.2 The Commercial Terms and/or Commercial Terms and/or Order will identify:

- (a) which Equipment, if any, Vodafone will supply to the Customer and which of such Equipment will be purchased by Customer;
- (b) any applicable associated Charges;
- (c) Customer Equipment required for use of the Service; and
- (d) Vodafone service, or services required for the use of the Service.

4. Service Specific Conditions of Use

4.1 Liability Exclusions: Vodafone has no obligation to Customer and Vodafone assume no liability whatsoever in connection with:

- (a) security tests conducted by Customer or third parties including but not limited to government security accreditation, security penetration tests, security audits against industry standards such as ISO 27001 or payment card industry (“**PCI**”) requirements;
- (b) Customer’s Equipment or Equipment installation or maintenance contracts with a third-party or any work carried out by that third party;
- (c) internet access that is not directly supplied by Vodafone; or

- (d) Security or User controls on Vodafone or Customer Equipment.

4.2 Technical Pre-requisites:

4.2.1. During the Implementation Period, the Customer will be required to complete the following actions (“**Technical Pre-requisites**”):

- (a) Service Design Document: Customer will need to agree and sign-off a Service Design Document with Vodafone in accordance with the process and timeframe agreed in the Service Design Document or within 10 Working Days from the draft Service Design Document being issued to the Customer, should a timeframe not be detailed in the Service Design Document;
- (b) Upon delivery of the Services, the Customer shall perform User Acceptance Testing (UAT) in accordance with the process and timeframe agreed in the Service Design Document, or within 10 Working Days from UAT being made available to the Customer should a timeframe not be detailed in the Service Design Document;
- (c) Customer shall sign-off the UAT in the timeframe agreed within the Service Design Document or within ten 10 Working Days from UAT being made available to the Customer should a timeframe not be detailed in the Service Design Document, following which, providing no material non-conformities with the Service Design Document have been notified to Vodafone during this period, Customer shall be deemed to have fully Accepted the Services and the Services shall be considered ‘live’.
- (d) For the avoidance of doubt, except where a delay occurs solely attributable to the act or omission of Vodafone, invoicing for monthly recurring charges shall commence upon the earlier of:
 - (i) completion of UAT and Acceptance of the Service;
 - (ii) Customer’s use of the Services in a live environment excluding any trial usage or UAT which may take place in a production environment;
 - (iii) the expiry of the 10th Working Day after the Services have been made available to the customer for UAT purposes (providing no material issues have been raised by the Customer during this period); or
 - (iv) conclusion of the Implementation Period, whether or not the Customer has fulfilled the Technical Pre-requisites.

4.3 Third Party Providers:

4.3.1. Vodafone will provide the Service through a Third Party Provider, Content Guru.

4.3.2. If Customer requires third party software or services for the Service, then use of such software or service may be subject to Customer accepting additional terms and conditions as advised by Vodafone and/or the third party. Failure to accept such terms and conditions may mean that Customer is unable to access the Service.

4.4 Coverage Bands and Frame Delay: Coverage Bands and Frame Delay service degradation information, which sets out a non-binding description of available Coverage Bands and target Frame Delay service levels as detailed in Vodafone’s IP VPN Service terms.

4.5 Equipment: Vodafone may provide Equipment in conjunction with the Service in which case the provisions in the General Terms in addition to the following will apply:

4.5.1. **Handsets:** Customer may either purchase handsets from Vodafone (“Vodafone Handsets”) or use its own handsets (“Customer Handsets”), subject to the following:

- (a) **Vodafone Handset:** Customer shall:
 - (i) purchase Vodafone Handsets as set out in the Commercial Terms and/or Commercial Terms and/or Order, and
 - (ii) ensure that Vodafone Handsets are used only in accordance with the instruction manual provided with Vodafone Handset.
- (b) **Customer Handset:** Customer may only use Customer Handsets approved by Vodafone and detailed in Vodafone PBX approved device list, which is available on request.

4.5.2. **Warranty for Vodafone Handsets:**

- (a) Vodafone shall pass on the benefit of any third-party warranties in accordance with the General Terms.
- (b) The warranty period will be in accordance with the applicable third-party warranty and will commence on the date risk in Vodafone Handset passes to the Customer in accordance with the General Terms.

4.5.3. **Faulty Vodafone Handsets**

- (a) Where a Vodafone Handset has been returned to Vodafone, Vodafone will determine whether Vodafone Handset:
 - (i) is faulty and covered by the warranty; or
 - (ii) is faulty as a result of damage caused by the Customer.
- (b) If the fault is caused by the Customer, the Customer will be charged for a replacement Vodafone Handset.

- (c) If Vodafone confirms the fault is covered by the warranty, Vodafone shall repair Vodafone Handset where possible or replace it with the same or equivalent model with a similar specification.
- 4.5.4. **Replacement Vodafone Handsets:** Any replacement Vodafone Handset shall only have the benefit of the unexpired portion of the warranty period applicable to the original Vodafone Handset.
- 4.5.5. **Outside of Warranty Period:** If Customer reports a fault with a Vodafone Handset outside of the warranty period which cannot be resolved by Vodafone, Customer shall retain Vodafone Handset and Commercial Terms and/or Order and pay for a replacement Vodafone Handset.
- 4.5.6. **Collection and Return Costs:** Customer will be responsible for all costs associated with the collection and return of Vodafone Handset, both during and outside of the warranty period.
- 4.6 **PCI Compliance:** The storm PADLOCK and LOCK service as described in the Service Specification, are PCI Compliant, and a copy of the attestation certificate is available on request. Save as set out in this clause, Vodafone does not warrant that the Services will be PCI Compliant or will enable Customer to be compliant with Applicable Privacy Law.

Emergency Services:

- 4.6.1. Notwithstanding the Emergency Services provisions set out in the Fixed Terms, the Customer shall:
 - (a) give Vodafone at least 10 days' notice of any change to the location of any such Handset and to any change to the relevant Customer Site address information;
 - (b) Vodafone will allocate local geographic telephone numbers to Customer Site address information provided by Customer. Vodafone will store the geographic telephone numbers in the Handsets located at each of those Customer Sites. Vodafone will then pass this information to the emergency services operator to enable them to determine the location of the caller in the event that an emergency services call is made from a Customer Site using one of those Handsets. If Customer does not provide Vodafone with accurate and up to date Customer Site address and Handset information then this may result in the emergency services being despatched to the wrong location with potentially serious consequences, and
 - (c) Users that use the Services via a soft client, which includes Microsoft Teams where applicable, will be required to answer questions from the emergency services operator to enable their location to be identified when making a call to the UK emergency services.
- 4.7 **Termination:** Notwithstanding the termination provisions set out in the General Terms or the Fixed Service Terms, Vodafone shall be entitled to terminate these Service Specific Terms or the provision of the Services in the event that:
 - (a) the licence or regulatory authorisation under which the Telecommunications Administration of Origin ("TAO") conveys the calling party's Call expires or is terminated;
 - (b) any interconnection agreement between Vodafone and another public telephone operator relating to the Services expires or is terminated and is not renewed forthwith on equivalent terms;
 - (c) the telephone number(s) allocated to Vodafone by the TAO or Ofcom for the provision of Services is (are) withdrawn or are no longer made available by a TAO or Ofcom; or
 - (d) Vodafone has reason to suspect fraud or artificially inflated traffic (AIT) in respect of use of the Services by the Customer or the Customer's customers;
 - (e) the Services shall terminate automatically in respect of and to the extent that the Customer elects to port any of the Inbound Numbers to a third party and, in such circumstances:
 - (f) the Customer shall provide Vodafone with, at least 7 days' notice in relation to any non-geographic numbers and, at least 25 days' notice in relation to any geographic numbers;
 - (g) Vodafone shall be entitled to treat any such termination as a termination for convenience in relation to the affected numbers by the Customer and Customer shall be obliged to pay the Recovery Charges as set out in the Commercial Terms;
 - (h) the Customer shall also be obliged to Vodafone's standard processing charges for porting any numbers to a Third Party Provider as set out in the Commercial Terms and/or Commercial Terms and/or Order; and
 - (i) Vodafone shall not be obliged to provide any Services to the Customer in respect of any Inbound Numbers that the Customer has ported.
- 4.8 **Licence Reallocation:** The Customer will be permitted to re-allocate a Base Licence from one User who is deleted from the storm Platform to a new User. However, once that specific Base Licence has been re-allocated, the Customer will not be permitted to re-allocate that same Base Licence to another User for a period of 90 calendar days from the date of re-allocation ("**Reallocation Suspension Period**"). For the avoidance of doubt, once the Reallocation Suspension Period has ended, the Customer may re-allocate that respective licence.

- 4.9 Liability for Excluded Events:** Notwithstanding any provision to the contrary in this Agreement Vodafone shall not be liable for any failure to perform or any delay in performing an obligation under this Agreement to the extent that such failure or delay arises as a result of or in connection with the occurrence of an Excluded Event.
- 4.10 EU Consumer Use Restriction:** The Customer acknowledges that the Service is not intended for use by Consumers in the European Union. Without prejudice to the foregoing, the Customer shall immediately notify Vodafone if it becomes aware that anyone other than Vodafone has made available, or intends to make available, the Service to a Consumer in the European Union.
- 4.11 Publicity:** Vodafone may publicly refer to Customer as being a customer using the storm Services.

5. Service Elements

5.1 Overview:

- 5.1.1. The storm service (the “**Service**”) is offered in two configurations:
- (a) storm Communications Integration Services (the full platform) (“**Storm Service**”); and
 - (b) storm LITE Services (“**storm LITE**”).
- 5.1.2. Where these Service Terms refer to “**the Service**” generally, they apply to both configurations unless expressly stated otherwise.

5.2 Service Description: The Service is a cloud-based, omni-channel contact centre and customer experience solution, hosted in Vodafone data centres, providing inbound and outbound communications capabilities. The Service consists of modular building blocks that may be deployed in any combination to support the Customer’s requirements and solution design.

5.3 Configuration: The Service is configured for the Customer based on the Customer’s requirements and the Customer Solution Design will set out the licences, modules, services and configurations purchased by the Customer.

5.4 Licensing Structure:

- 5.4.1. The Service is configured for the Customer based on the Customer’s requirements and the Customer Solution Design. Vodafone will work with the Customer to identify propose the licences, modules, services and configurations that best suit the Customer’s requirements and that are required to deliver the agreed solution. Those licences and services will be confirmed in the Customer Solution Design and Commercial Terms and/or Order.
- 5.4.2. Licences may enable access to products and capabilities and/or provide capacity (for example, user licences, channel capacity, storage, tokens or usage entitlements).
- 5.4.3. The Service may be delivered under either of the following licensing models (as may be specified in the Commercial Terms):
- (a) **Named User Model:** licences are assigned to a specific named User and may only be used by that User (“**Named User Model**”); and/or
 - (b) **Concurrent User Model:** licences are shared between Users. Agents and supervisors can only log in if the required concurrent licences are available. Once all concurrent licences are in use, no additional Agents with that feature can log in (“**Concurrent User Model**”).

Example:

An organisation may Commercial Terms and/or Order 150 agent base security licences and 50 concurrent omni-channel licences. This allows 150 named agents to be created on the system, but only 50 agents can log in simultaneously to handle contacts and interactions (“**Concurrent User Model**”).

5.4.4. Contingency Licensing:

- 5.4.4.1. The Customer may purchase contingency licences, which are reserve concurrent licences held to provide additional capacity where unexpected demand requires more Users to be logged in concurrently than the Customer’s standard concurrent licence allocation.
- 5.4.4.2. Contingency licences do not increase the Customer’s standard concurrent licence allocation unless and until such licences are activated through use.
- 5.4.4.3. Contingency licences are charged at a reduced recurring rate, as set out in the Commercial Terms and/or Order, to maintain the availability of additional capacity.
- 5.4.4.4. Where one or more contingency licences are used during a billing period, the Customer shall be charged the full recurring concurrent licence charge for the maximum number of contingency licences activated concurrently during that billing period, in addition to the reduced recurring charge applicable under clause 5.4.4.3.

5.5 Charges:

- 5.5.1. Charges for the Service are set out in the Commercial Terms and/or Order.

5.5.2. Pricing may consist of the following elements:

- (a) **Setup Charges:** One-off Charges covering professional services and activation of licensable elements such as users and software services.
- (b) **Seat Charges:** Software licenses charged monthly. These can be either per Named User or per Concurrent User:
 - (i) **Named User:** a fixed-seat licence assigned to a single named user and only that user can log in to use services.
 - (ii) **Concurrent User:** licences that give a single user access to the system and are shared between users. Agents and supervisors can only log into services if concurrent feature licences of the types assigned to them are available. Note that in a concurrent model, each individual user of the system still requires a named base security licence to access the solution.
- (c) **Usage Charges:** Based upon actual service usage and include items such as per minute call charges, SMS charges and recording charges.
- (d) **Professional Services:** charged at a daily rate, covering system installation and configuration, integration and development work, consultation and bespoke project design, training, and additional on-site assistance.

5.6 Changes to Service: If the Customer requests a change to the configured Service, Vodafone may need to amend the Service Design Document and agree any applicable Charges with the Customer. Any additional Charges will be set out in the Commercial Terms and/or Order before implementation.

Storm Service

5.7 Licence Families

- 5.7.1. The storm Service is provided through several licence families, each of which comprises one or more functional modules. Each licence family represents a distinct category of capability (for example contact handling, administration, automation or integrations), and the modules within a licence family provide specific functionality within that category.
- 5.7.2. These Service Terms do not seek to describe every available module or feature. Instead, it describes only those licence families and modules where it is necessary to set out operational conditions, dependencies, limitations, regulatory requirements, or Customer obligations. All other functionality is enabled purely on a commercial basis and is governed by the licences purchased, as set out in the Commercial Terms and the applicable Commercial Terms and/or Order.
- 5.7.3. Certain functionality, interfaces and service components are included as standard as part of the Service and do not require the purchase of a separate licence. Where such functionality gives rise to operational conditions, regulatory requirements, dependencies, limitations or Customer obligations, those matters are set out in these Service Terms. The absence of a separate licence or charge for such functionality does not limit the applicability of the relevant terms.
- 5.7.4. The available licences for the Service are as follows, as identified in the Commercial Terms:
 - (a) **CONTACT:** CONTACT is the core contact centre, enabling inbound and outbound interaction handling across voice and digital channels and provide agent and supervisor functionality.
 - (b) **Administrator Licences:** licences used to configure, manage and govern aspects of the Service (for example service design, routing administration, reporting configuration and data handling);
 - (c) **AI and Automation:** machine agent and agent-assist capabilities, tokens and usage entitlements;
 - (d) **PCI Compliant Card Payment Services:** enables Customers to offer payment services such as LOCK and PADLOCK, alongside any required connectors;
 - (e) **Customer Knowledge System ("CKS"):** CKS user/admin licences and related features such as postcode lookup and knowledge management options;
 - (f) **Workforce Management ("WFM"):** WFM licences (native or third-party integrated, where applicable);
 - (g) **Quality Management ("QM"):** interaction evaluation and scoring licences and related administrative roles;
 - (h) **Unified Communications ("UC"):** back-office telephony/UC licences and related options; and
 - (i) **Other/Miscellaneous:** ancillary licences, access points, numbers, device security fees, and similar items (for example WhatsApp access points, DDI rental, SMS short codes/keywords, SIP trunk channels, hardphone security fees).
- 5.7.5. The exact licences and quantities applicable to the Customer will be those set out in Customer Service Design and Commercial Terms and/or Order.

5.8 Licence Family-Specific Terms and Module Conditions

- 5.8.1. This section sets out licence family-specific terms, conditions, dependencies and Customer obligations that apply to certain modules and capabilities within the Service.

- 5.8.2. Each subsection below relates to a specific licence family identified in clause 5.7.3. The clauses apply only where the Customer has purchased the relevant licence(s), as set out in the Service Design Document and Commercial Terms and/or Order.
- 5.8.3. This section does not describe all available modules or features. It includes only those modules where it is necessary to:
- (a) allocate risk or responsibility;
 - (b) describe operational dependencies or prerequisites
 - (c) address regulatory or compliance requirements; and/or
 - (d) clarify limitations or service boundaries.

5.9 Contact Licence Family

CONTACT

- 5.9.1. **Scope:** where purchased, this Service Element provides the main inbound and outbound contact centre functionality. Where Voice is to be used within CONTACT, telephone numbers are required. Calls received using such numbers may be routed to UK or international contact centres and may also be redirected as outbound calls to a User's fixed or mobile number (in the UK or internationally), subject to technical feasibility and Applicable Law.
- 5.9.2. **Number Types:** subject to availability, the Customer may select from the following number types (as set out in the Customer Solution Design):
- (a) UK Freephone Numbers (080);
 - (b) UK Geographic Numbers (01 and 02);
 - (c) Non-Geographic Numbers (03);
 - (d) Service Charge Numbers (084, 087, 118); and
 - (e) International Freephone Numbers
- (each a "**Number Type**" and together the "**Number Types**").
- 5.9.3. **Intelligent Network Routing:** calls to Inbound Numbers are routed via Vodafone's Intelligent Network. At the Customer's request, calls may be delivered directly to a specified phone line or routed to variable destinations using criteria stored in a routing plan (for example time of day or day of week). Onward connection to UK or international numbers will incur per-minute call delivery charges in accordance with the tariffs in Annex 2 of the Commercial Terms.
- 5.9.4. **International Freephone:** international freephone numbers enable callers outside the UK to dial a local toll-free number and be connected to a customer destination (including a UK contact centre). International freephone numbers vary by country.
- 5.9.5. **Memorable Numbers:** subject to availability, Vodafone may provide "memorable" or premium number selections (sometimes referred to as Gold Numbers and Silver Numbers) at the Customer's request. Where the Customer requests the allocation of a specific number, the Customer is responsible for carrying out any necessary checks to ensure that its use is lawful and appropriate for the Customer's intended purpose. Vodafone will have no liability in respect of the Customer's selection or use of a requested number.
- 5.9.6. **Number Ownership, Control and Changes:** unless otherwise agreed, the Customer does not own any telephone numbers provided under this Service Element and must not sell, transfer, assign or register such numbers as trademarks.
- 5.9.6.1. Vodafone may withdraw or change a telephone number for regulatory or legal reasons and will use reasonable endeavours to provide advance notice where practicable.
- 5.9.6.1. Ofcom or another relevant authority may introduce, amend or withdraw Number Types or rules. If this requires changes to the Service, Vodafone will use reasonable endeavours to give the Customer as much advance notice as reasonably practicable in the circumstances.
- 5.9.7. **Porting:** subject to this clause, Inbound Numbers allocated to the Customer by other communications providers may be ported to Vodafone's network. All porting requests and transfers are subject to technical feasibility, regulatory requirements (including Ofcom Regulations), Applicable Law and the Customer providing the required authorisation documentation.
- 5.9.7.1. Where porting is requested:
- (a) Vodafone will confirm with the third-party Vodafone to confirm whether a porting agreement exists in respect of the requested numbers;
 - (b) Vodafone will notify the Customer whether the numbers can be ported;
 - (c) the Customer must provide a letter of authority, a network amendments data fill form, and a recent bill from the Customer's current provider to Vodafone, and porting cannot proceed until this information has been received by Vodafone;

- (d) telephone numbers ported from another provider (non-Vodafone numbers) may, upon cessation of the Service, either be returned to the original range holder or ported onward to a gaining network provided; and
- (e) all porting requests and transfers are subject to applicable Vodafone terms and Applicable Law, including Ofcom regulations.

5.9.8. **INTEGRATE:** enables storm Services applications to communicate with external, third-party systems and databases. Customer will be provided with INTEGRATE API and INTEGRATE plugins. INTEGRATE may be used in conjunction with FLOW, VIEW Reporting, and Data Management, where licensed.

5.9.8.1. Use of the INTEGRATE API and INTEGRATE plugins may be subject to third-party licence terms. The Customer acknowledges that it is responsible for accepting and complying with any applicable third-party licence terms to use the relevant integration.

5.9.9. **Included CONTACT Functionality (no separate licence required)**

Desktop Task Assistant (“DTA”):

5.9.9.1. DTA is the primary desktop interface through which licensed Users access and handle interactions within the Service and is included within the Base Security Licence. The DTA enables Users to manage voice and digital interactions, access integrated features, and perform permitted operational tasks associated with the licences assigned to them.

5.9.9.1. Where Web iPath is licensed, audio may be delivered directly into the DTA using WebRTC technology, removing the requirement for a separate handset or softphone.

Recording of Interactions

5.9.10. Recording of Interactions is recording functionality that enables the capture of customer interactions across supported communication channels. Recorded interactions capture interaction content only (for example, audio or message content) and do not record Agent screen activity. Recorded interactions may be accessed, reviewed and exported, subject to the Customer holding the appropriate licences for recording storage, access and management. Additional capabilities such as Quality Management, Transcription, Screen Recording and Speech/Text Analytics are complementary to this Service Element and are only available where separately licensed.

5.9.10.1. The Recording Manager module within the Administrator Licence Family is required to access the RECORDER interface.

Music on Hold

5.9.11. Music on Hold enables the Customer to play music to callers while on hold. The following conditions apply:

- (a) Where the Customer uses music other than the standard system-provided options, the Customer is responsible for holding all necessary licences and permissions (including PRS and other applicable copyright licences).
- (b) The Customer shall indemnify Vodafone against any losses, damages, costs and claims arising from a third-party allegation that the Customer’s selected music infringes intellectual property rights. Vodafone shall use reasonable endeavours to notify the Customer of any such claim and shall not settle the claim without the Customer’s involvement.
- (c) Vodafone may suspend or withdraw this Service Element where it reasonably believes that the Customer’s use of the service infringes, or may infringe, third-party rights.

5.10 Outbound Service

5.10.1. To the extent that the Customer elects to purchase the Outbound Service, the Customer shall:

- (a) obtain the express consent of recipients before contacting them using the Outbound Service for marketing or promotional purposes;
- (b) ensure that any automated dialling campaigns comply with the Telephone Preference Service (“TPS”) and other applicable Do Not Call (“DNC”) registries/ lists;
- (c) ensure that all automated communications include clear and accurate identification of the Customer and provide an option for recipients to opt-out or unsubscribe from further communications;
- (d) not use the Outbound Service for any purposes prohibited by the Outbound Regulations or any Applicable Laws, such as contacting individuals who have opted out of marketing or are on any applicable DNC registries/ lists;
- (e) be solely responsible and liable for ensuring its use of the Services complies with all Applicable Laws and the Outbound Regulations and as set out more fully in the Liability clause of the General Terms, save to the extent that any non-compliance arises from a fault in the system caused by an act or omission of Vodafone;
- (f) immediately notify Vodafone if it becomes aware of any breach of the Outbound Regulations or any other regulatory requirements associated with the use of the Outbound Service, and any complaints or inquiries made by Ofcom, TPS, or other relevant Authorities to the Customer; and
- (g) indemnify and hold harmless Vodafone and each of its Group Companies from and against any actions (including from Third Party Providers), fines, losses (including without limitation any loss or damage to Vodafone’s and/or its Group Companies’ goodwill and/or reputation), liabilities, claims, demands, that arise directly from the Customer’s usage of the Outbound Service and non-compliance with any of the requirements of this clause 5.10. Notwithstanding clause (e) above, the Liability Cap, and Liability Period set out in

the General Terms, such indemnity shall be limited to an aggregate of £4 million (four million) throughout the Minimum Term and any Renewal Term (as applicable).

5.11 Unified Communications (“UC”) Family

SIP Trunking

5.11.1. SIP Trunking provides IP-based voice connectivity enabling integration with third-party telephony systems. Availability and interoperability are subject to technical feasibility and the Customer complying with applicable SIP protocol standards.

5.11.2. The Customer is responsible for providing and maintaining all required network information (including IP addresses) and for ensuring that any third-party telephony systems comply with the relevant SIP protocol specifications. Vodafone does not provide support for third-party telephony systems and shall not be responsible for the operation, performance, configuration or failure of such systems, or for any service issues arising from non-compliance with SIP standards or incorrect configuration by the Customer or any third party.

INTEGRATE: Microsoft Teams

5.11.3. Where the Customer elects to use the Microsoft Teams Integration, the following prerequisites and dependencies apply.

5.11.4. Customer must have the required Microsoft licensing in place:

- (a) for calling, Users require a Microsoft 365 license, such as E3, and a separate Phone System add-on licence, or a Microsoft Licence which already includes the requisite Phone System license, such as E5.
- (b) for Compliant Recording, Users require a Microsoft 365 license that supports the Microsoft Communications DLP service plan, such as E5.

5.11.5. The Customer is responsible for configuring and maintaining its Microsoft Teams Environment, including:

- (a) applying Microsoft Teams to Customer-owned devices used to access the Service;
- (b) ensuring such devices meet Microsoft Teams operating system and compatibility requirements;
- (c) assigned Direct Dial-In (“DDI”) numbers to Microsoft Teams Users, where required; and
- (d) configuring Microsoft Teams telephony features through the Customer’s Microsoft administration environment.

5.11.6. The Customer must provide Vodafone with accurate site and organisational information required to enable the integration and notify Vodafone of any material changes.

5.11.7. Vodafone shall not be responsible for service performance issues arising from the Customer’s failure to meet the above requirements.

INTEGRATE: Vodafone Business Unified Communications (“VBUC”) Integration

5.11.8. Where the Customer purchases this module, the prerequisites and conditions set out below apply.

5.11.9. The Customer must purchase and maintain an active VBUC service (“**Mandatory Accompanying Service**”), which can be purchased from Vodafone.

5.11.10. The Customer is responsible for installing, configuring and maintaining the VBUC service and the integration between the VBUC service and the storm Service, in accordance with any configuration guidance provided by Vodafone.

5.11.11. The Customer must ensure that Users and the integration between the VBUC service and the storm Service, in accordance with any configuration guidance provided by Vodafone.

5.11.12. The VBUC service is responsible for generating and transmitting Presence status notifications to the Service. The Customer acknowledges that:

- (a) the Presence states 'On Call'; 'Do Not Disturb'; and 'In Meeting', will show as 'Unavailable' within the storm Service;
- (b) the VBUC Service does not notify when a VBUC User logs out of the VBUC Service, and accordingly, may display a User’s last known Presence status after logout; and
- (c) the Presence information relies on public facing APIs that are outside of Vodafone’s control.

5.11.13. If the Customer terminates the VBUC service or allows it to expire, the VBUC Integration Service Element will continue until the end of its current contract term.

5.11.14. Vodafone shall not be responsible for service performance issues arising from the Customer’s failure to comply with the requirements set out in this clause.

5.11.15. The Service Levels applicable to the storm Service shall apply to Vodafone’s performance of the VBUC Integration Service Element. The VBUC service itself is subject to the service levels set out in the applicable VBUC service terms.

5.12 PCI Compliant Card Payment Services Family

LOCK and PADLOCK

5.12.1. LOCK and PADLOCK provide PCI DSS Level 1 compliant payment processing capabilities. The Customer may select one or both of the following options:

- (a) LOCK: an automated and unassisted payment flow, typically delivered via IVR; and/or
- (b) PADLOCK: an agent-assisted payment flow, initiated by an agent and supported via the DTA.

5.13 Customer Knowledge System (“CKS”) Family

CKS Standard

5.13.1. CKS can be deployed as a standalone customer data platform, used as the Customer’s primary Customer Relationship Management (“CRM”) system, or integrated with third-party and in-house data systems, in each case subject to scoping and applicable Charges. CKS may also be used in conjunction with licensed contact channels to support customer interactions across voice and digital channels.

5.13.2. CKS includes optional Knowledge Management functionality, which integrates with DTA to present content to Users during customer interactions. Knowledge Management can be implemented to provide multi-channel support through articles and decision trees. The following options are available, subject to scoping and applicable Charges:

- (a) standalone deployment for both Customer and its Users;
- (b) public-facing FAQ integration; and/or
- (c) integration with chatbots and storm soft client.

Postcode Picker

5.13.3. Postcode Picker is address lookup functionality, which enables Users to enter a postcode and select a validated address from a list. Where the Customer requires postcode lookup for both the UK and the Republic of Ireland, the “CKS – Postcode Picker (UK and Republic of Ireland) licence must be purchased.

5.14 AI & Automation Family

5.14.1. Vodafone storm includes an AI orchestration layer (“**brain®**”) that is built into Vodafone storm platform. AI and Automation features include voice and chat bots (Machine Agent™), Natural Language Processing (“**NLP**”) and Realtime Transcription and Summarisation (“**RTAS™**”). Customer acknowledges and accepts that AI functionality will be provided by a third-party and may be subject to the Customer’s compliance with the applicable third-party terms. No Customer or Customer’s customer data is used for AI learning or training of models by default.

5.14.2. The Customer acknowledges and agrees that:

- (a) The AI transcription, summarisation, and recording features are provided on an “as is” basis and may contain inaccuracies; the Customer is responsible for reviewing and verifying all outputs.
- (b) The Customer is solely responsible for obtaining all necessary notices, consents, and permissions required to record, transcribe, or process any audio or communications using the Services.
- (c) AI generated summaries are provided for convenience only and may omit material information; Vodafone and Third Party Providers shall have no liability for reliance on such summaries.
- (d) Outputs generated by the Services do not constitute legal, medical, financial, or other professional advice.
- (e) Recordings, transcripts, and related data may be processed or hosted by third party or cloud service providers as described in the applicable data processing terms but will not be used for training the AI tools.
- (f) The Services may misinterpret unclear audio, overlapping speech, or contextual nuances, and Vodafone shall not be liable for any resulting inaccuracies.
- (g) The Customer remains solely responsible for any decisions, actions, or outcomes arising from the use of AI generated outputs.
- (h) This Service is not intended for sale or use in the EU.
- (i) The Customer bears sole responsibility for any sensitive, confidential, or restricted information that is recorded by the AI tools.

5.14.3. The Customer accepts that Vodafone and Third Party Providers shall not be liable for any consequences of the Customer’s failure to comply with clause 5.14.2.

5.15 Workforce Management (“WFM”) Family

5.15.1. WFM functionality is available via storm’s native WFM module, or third-party integration via Calabrio. The choice of delivery method does not affect the applicable WFM licence charges. Customer acknowledges and accepts that Professional Services are required to build and implement WFM.

Storm Lite

5.16 Service Description and Structure

- 5.16.1. **Overview:** The storm LITE Service enables organisations with 200 Agents or less to utilise an enterprise-grade cloud platform. The storm Lite Service offers a set of optional features that can be used by a variety of users and can be upgraded to the full storm service if the customer's requirements change. Licences are provisioned by Vodafone. User configuration, call routing and day-to-day service management are performed by the Customer.
- 5.16.2. **Service Structure:** The storm LITE Service is modular. Some elements are mandatory and form the core service, while others are optional and may be added depending on Customer requirements and the licences purchased.
- 5.16.3. **Licensing Model:** The storm LITE Service is offered exclusively under the Named User Model. Each licence must be assigned to a Named User and may only be used by that Named User.
- 5.16.4. **Mandatory Base Package:** The storm LITE Service requires the purchase of a base package for each Named User. The base package constitutes the mandatory core of the storm LITE Service and provides access to the platform and essential contact centre functionality. Depending on a Customer's requirements, the Customer must purchase either:
- (a) a Voice Agent base package; or
 - (b) a Digital Agent base package.
- 5.16.5. **Included Platform Features:** Each storm LITE base package includes the following platform features as standard, without the need for additional licences:
- (a) **Storm DTA® (Desktop Task Assistant) and Web iPath:** Agent desktop interface for handling inbound and outbound contacts, including a soft phone for call delivery;
 - (b) **Recording Manager:** enabling Users to search for and replay call recordings. One licence is included per Customer;
 - (c) **Recording Storage:** call recording storage for a retention of 90 days. Recordings are automatically deleted after this period unless additional storage is purchased.
 - (d) **Supervisor Functionality:** enabling call listening, whisper and barge-in, agent group management and real-time presence monitoring. One supervisor licence is included for every ten agent licences purchased.
 - (e) **Administrator/Service Designer:** administrative access for configuring Users, numbers, routing and standard voice features, including two-factor authentication. The Service includes one administrator user profile (login) per Customer. Additional administrator user profiles are subject to the purchase of additional licences.
 - (f) **Reporting and Management Information ("MI"):** access to a standard set of historical reports covering a 13-month period. The Service includes access to MI for the Customer via the user profiles enabled under the Service.
 - (g) **Wallboard:** real-time dashboard displaying a standard set of live operational reports. One Wallboard user profile is included per Customer as part of the Service. Any additional Wallboard user profiles require the purchase of additional licences.
 - (h) **Web-based Training:** online training modules tailored to different User roles (including agent, supervisor and administrator). Unlimited access is included.

5.17 Optional Service Elements

- 5.17.1. Optional Service Elements may be purchased to enhance the storm LITE Service, subject to the licences selected and applicable Charges. The availability and scope of Optional Service Elements are governed by this Agreement and set out in the Commercial Terms and/or Order.

VBUC Integration: enables integration between the Service and the Customer's VBUC service. Use of this Service Element is subject to the Customer meeting the VBUC-specific requirements set out in clauses 5.11.8 to 5.11.15 inclusive (INTEGRATE: VBUC Integration).

- 5.17.2. **Service Support:** Standard support is available Monday to Friday from 9am to 5pm, excluding UK public holidays. Extended support options may be available where purchased, as set out in the applicable Commercial Terms and/or Order.

5.18 Licensing and Pricing Model – storm LITE Service

- 5.18.1. Pricing for the storm LITE Service consists of the following elements:

- (a) **Seat Fees:** a fixed licence fee per Named User;
- (b) **Usage Charges:** costs based on actual service usage, such as per-minute call charges and call recording fees;
- (c) **Optional Professional Services:** daily support charges for services such as user administration setup, application integration, consultancy, bespoke project design, training, and additional on-site assistance; and

- (d) **Named User Basis:** all storm LITE licences are offered under the Named User Model, unless expressly stated otherwise.

5.19 Licence Structure and Capacity

- 5.19.1. The storm LITE Service includes a defined level of functionality, administrative access, supervision, reporting, recording and connectivity within each base package.
- 5.19.2. Where the Customer requires additional Users, channels, integrations, storage, capacity or functionality beyond the standard inclusions, additional licences, access points or services must be purchased as specified in the applicable Commercial Terms and/or Order.
- 5.19.3. The Customer is responsible for ensuring that it holds sufficient licences and capacity for its intended use of the Service.
- 5.19.4. The types of licences and service elements available (including base packages, optional features, integrations, communication channels and additional capacity) are those set out in the Commercial Terms and/or Order and any applicable price schedule.

5.20 Optional Service Elements and Integrations

- 5.20.1. Optional Service Elements and integrations are only available where licensed and configured in the Commercial Terms and/or Order.
- 5.20.2. Use of optional integrations may be subject to third-party terms, technical prerequisites or configuration requirements, and the Customer is responsible for ensuring compliance with those requirements.

5.21 Professional Services

- 5.21.1. Professional Services may be purchased in connection with the storm LITE Service to support implementation, configuration, integration, training or service optimisation
- 5.21.2. Where purchased, Professional Services will be described in the Commercial Terms and/or Order or a statement of work and charged in accordance with the applicable commercial terms.

6. Data Protection

6.1 Data Controller: Vodafone shall act as Data Controller save:

- 6.1.1. where Vodafone hosts any Personal Data on behalf of Customer;
- (a) in respect of the storm RECORDER service;
- (b) in respect of the storm VIEW service;
- (c) where Customer opts to receive the storm WFM optional product; and/or
- (d) where Customer opts to receive the storm Customer Knowledge System module.
- (the “**Processor Services**”).

6.2 Data Processor: Vodafone shall act as Data Processor in respect of the Processor Services. The remainder of this clause 6 shall apply only in respect of the Processor Services.

6.3 Vodafone may act as a Data processor for User Personal Data where it is Processing Personal Data to deliver the Service on behalf of the Customer (“**Processor Services**”). Where Vodafone acts as a Data Processor, then the relevant terms of the General Terms shall apply to such Processing for the Processor Services. For the avoidance of doubt, unless Vodafone is processing Personal Data on behalf of the Customer for the Processor Services, it shall act as a Data Controller.

7. Incident Management

- 7.1 Vodafone will provide incident management as part of the Service which aims to restore service operation within the applicable Service Levels and minimise the impact of an Incident on the Customer’s business operations.
- 7.2 The Customer shall appoint primary and secondary contacts responsible for reporting and progressing Incidents.
- 7.3 The Customer may report an Incident to Vodafone’s Customer Service Centre, available 24/7 (unless otherwise agreed), by following Vodafone’s Incident reporting process. Before reporting an Incident, the Customer must conduct reasonable investigations to establish its cause and complete any initial troubleshooting activities specified by Vodafone.
- 7.4 When reporting an Incident, the Customer shall:
- (a) provide Vodafone with Incident Information (as defined below);
- (b) reimburse Vodafone for reasonable expenses incurred in attending a Customer Site visit where the Incident is found to be unrelated to the Services;
- (c) permit Vodafone to interrupt the Services at the Customer Site where necessary to resolve a Severity Level 1 Incident (as defined in clause 8.1 (Service Levels)); and

- (d) where reasonably practicable, give Vodafone 10 calendar days' notice of any event (including, but not limited to, building works requiring power disconnection) that may disrupt the Service.

7.5 Incident Information shall include:

- (a) Customer's name and contact details;
- (b) the physical location(s) of the Incident;
- (c) affected Customer Sites (if applicable);
- (d) relevant identifiers such as website, IP address, hardware reference;
- (e) details of circuit reference numbers, Services provided at Customer Site, status of physical router connections, power supply status, and confirmation that a router restart has been attempted; and
- (f) any other information relevant to diagnosing the Incident, including symptoms, events leading up to the Incident, tests performed, any environmental conditions that may be causing or contributing to the Incident,

("Incident Information").

7.6 Customer shall procure such co-operation from End Users and Users and from any third-party providers as reasonably requested by Vodafone to assist with Incident management.

7.7 Vodafone shall:

- (a) raise a Trouble Ticket;
- (b) track the Trouble Ticket through to closure;
- (c) categorise the Severity Level of the Incident;
- (d) keep a record of the Incident;
- (e) investigate and carry out diagnostic activities; and
- (f) where possible, resolve the Incident.

7.8 An Incident shall be deemed to commence when Vodafone raises a Trouble Ticket and to end when Vodafone notifies the Customer that the Incident has been resolved. The Customer will be deemed notified if Vodafone has made reasonable attempts to contact the Customer.

7.9 It may be necessary from time to time for Vodafone to temporarily interrupt the Service to carry out essential maintenance or network upgrades (an "**Outage**"). Vodafone will use reasonable endeavours to give the Customer as much notice as reasonably practicable and to minimise the number and impact of any Outages. The Customer is responsible for notifying its Users, customers or third-party providers of any Outage.

8. Service Levels

8.1 The applicable Service classifications and applicable Service Levels for Incidents are as follows:

- (a) **Severity 1 (Critical):** Total service malfunction affecting the core Vodafone network or any elements of the Service used by the Customer, impacting a majority or all of the Customer's Users. This excludes faults outside Vodafone network and the Service. A Critical Incident has a potentially catastrophic on Customer's operation and/or revenue. Examples of a Critical Incident are IVR services not being available to all callers, SMS services not available to all recipients (inbound and outbound) and desktop application not available to all Users.
- (b) **Severity 2 (Major):** Severe degradation of a service that has a significant detrimental effect on the ability to perform normal communications for all Users of the service. This excludes faults outside of Vodafone network and the Service. A Major Incident has a significant impact on Customer operations and/or revenue. Examples of a Major Incident are call queuing being unavailable to all contact centre agents, call recording not available to all Users that need call recording and call data and/or reports being unavailable to all Users.
- (c) **Severity 3 (Significant):** A minor degradation of the Service but which has an adverse effect on Customer operations, affecting a small number of Users. A Significant Incident has a low impact on the Customer's operation. An example is the IVR service being unavailable to a small number of callers.
- (d) **Severity 4 (Minor):** A fault that is non-service affecting but requires some corrective action. Also includes information requests and root cause analysis. There is a negligible impact on the Customer's operation. Examples are a Service setup or provisioning query or a Service feature clarification.

Incident Classification	Severity 1	Severity 2	Severity 3	Severity 4
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Service Level Target	95% service restored within SLA	95% Service restored within SLA	90% issue resolved with SLA	90% issue resolved with SLA
Service Level Commitment	Full service restored within 4 hours of the ticket being raised (24 x 7)	Full service restored within 8 hours of the ticket being raised (24 x 7)	Full service restored within 2 Working Days of the ticket being raised	Full service restored within 10 Working Days of the ticket being raised
Service Level Commitment if software update is required to resolve	4 hours (24 x 7) from ticket being raised	8 hours (24 x 7) from ticket being raised	Software updates required to resolve will be deployed within 20 Working Days from ticket being raised	Software updates required to resolve will be deployed within 20 Working Days from ticket being raised
Response time	15 minutes	30 minutes	4 hours	1 day
Updates provided	Every hour	Every hour	Twice each Working Day	Every Working Day

8.2 These Service Levels also apply when a software defect is identified as the cause of the Customer's Incident.

8.3 Service Availability

8.3.1. The availability of the storm Platform in each Monthly Measurement Period shall be calculated as follows:

$$P = [(A - B) \times 100] / A$$

Where:

P = Target Service Availability

A = the total number of whole minutes in the relevant Monthly Measurement Period

B = the total number of whole minutes during which the storm Platform is Unavailable in the relevant Monthly Measurement Period, excluding any period of unavailability caused by an Excluded Event.

8.3.2. The Target Service Availability for the storm Platform is 99.999%.

8.3.3. For the purposes of measuring availability of the storm Platform, the period in which the Service is "Unavailable" in any Monthly Measurement Period is the period from the commencement of any notified Incident(s) that results in a total loss of service of the storm Platform until such Incident is resolved and full service is restored to Customers.

8.4 Service Credits

8.4.1. The Customer must claim all Service Credits via Vodafone account manager within 30 days of the end of the Monthly Measurement Period.

8.4.2. Any Service Credits will be applied to the Customer's next bill after agreement that such Service Credits are due.

8.4.3. The Customer shall not be entitled to Service Credits for any failure or delay in performing the Service that arises out of, or in connection with:

- (a) intermittent Incidents which do not prevent the use of the Services; or
- (b) an Excluded Event.

8.4.4. If one Incident causes a failure of two or more Service Levels, only the greater Service Credit amount of the two Service Levels shall be payable.

8.4.5. The Service Credits set out in these Service Specific Terms shall be the Customer's sole and exclusive remedy against Vodafone in respect of any failure in Service performance even though Vodafone is made aware of the likely loss incurred by the Customer for such failure.

8.4.6. No Service Credit is payable where Recurring Charges are waived.

8.4.7. Other than as set out in this clause 8.4, Vodafone shall have no additional liability to the Customer in relation to under-performance or Unavailability of the service.

8.4.8. If the availability of the storm Platform in the relevant Monthly Measurement Period falls below the target service availability of 99.999%, as defined in clause 8.3, then the Customer shall be entitled to claim the following Service Credits at the end of each Monthly Measurement Period, depending on percentage availability that was achieved in the relevant Monthly Measurement Period.

For example, if the storm Platform availability for a Monthly Measurement Period is 99.3%, then 5% of the aggregate monthly Recurring Charges could be claimed as that falls between 99.499 and 99.000% storm Platform availability.

8.4.9. Service Credits for storm Platform are as follows:

storm Platform availability (i.e., P as calculated in table 2.2 (a))	Service Credits (% of aggregate monthly Recurring Charges)
99.998% - 99.500%	2.5%
99.499% - 99.000%	5%
Less than 99.000%	10%

8.4.10. For the avoidance of doubt, the Customer is only entitled to receive the Service Credits set out in the corresponding row of the table in 8.4.9 above for the level of availability that has been measured in the relevant Monthly Measurement Period. The Service Credits payable is not calculated on a cumulative basis. For example, if the availability of the storm Platform in a Monthly Measurement Period is less than 99.0% then the Service Credit payable will be 10% of the Recurring Charges for the relevant month and not 17.5% of those charges.

8.5 Service Credits for Incident Resolution

8.5.1. If Vodafone fails to resolve an Incident within the relevant Service Level Commitment times as set out in the Table in 8.5.2 in the relevant Monthly Measurement Period, then the Customer shall be entitled to claim Service Credits depending on the length of time beyond the Service Level Commitment time that the Incident remains unresolved. For example, if a Severity level 2 Incident takes 11 hours to resolve, then Service Credits for 5% of the monthly Recurring Charges of the impacted Services could be claimed, as that is between 2 and 4 hours over the 8-hour target Incident Resolution Time.

8.5.2. Service Credits for incident resolution are as follows:

Number of hours beyond the target Incident Resolution Time that the Severity Level 1 Incident (Critical) remains unresolved	Service Credits
Up to 2 hours inclusive rounded up to the nearest hour	2.5% of the monthly Recurring Charges of the impacted Services
Between 2 and 4 hours inclusive rounded up to the nearest hour	5% of the monthly Recurring Charges of the impacted Services
Between 4 and 6 hours inclusive rounded up to the nearest hour	7.5% of the monthly Recurring Charges of the impacted Services
More than 6 hours	10% of the monthly Recurring Charges of the impacted Services
Number of hours beyond the target Incident Resolution Time that the Severity Level 2 Incident (Major) remains unresolved	Service Credits
Up to 2 hours inclusive rounded up to the nearest hour	2.5% of the monthly Recurring Charges of the impacted Services
Between 2 and 4 hours inclusive rounded up to the nearest hour	5% of the monthly Recurring Charges of the impacted Services
Between 4 and 6 hours inclusive rounded up to the nearest hour	7.5% of the monthly Recurring Charges of the impacted Services
More than 6 hours	10% of the monthly Recurring Charges of the impacted Services

8.5.3. For the avoidance of doubt, the Customer is only entitled to receive the Service Credits set out in the corresponding row of the table in clause 8.5.2 above for the relevant number of hours beyond the service level commitment that the Incident remained unresolved.

The Service Credits payable is not calculated on a cumulative basis. For example, if a Severity Level 2 (Major) Incident took more than 6 hours to resolve, then the Service Credits payable would be 10% of the monthly Recurring Charges of the impacted Services for the relevant month and not 25% of those charges.

- 8.5.4. Service Credits are not payable where Vodafone's failure or delay in resolving an Incident is attributable to an Excluded Event.
- 8.5.5. Service Credits are not payable in respect of Severity Level 3 (Significant) or Severity Level 4 (Minor) Incidents.
- 8.5.6. Service Credits for incident resolution are for impacted services only and are pro-rated based on the number of Users impacted.
- 8.5.7. Unless otherwise agreed by the Parties, the maximum service credits payable under clause 8.5.1 and the table in clause 8.5.2 in each Monthly Measurement Period are as follows:
 - (a) in the case of Severity Level 1 Incidents, 10% of the aggregate Recurring Charges payable in that Monthly Measurement Period; and
 - (b) in the case of Severity Level 2 Incidents, 10% of the aggregate Recurring Charges payable in that Monthly Measurement Period.

8.6 Support and Service Maintenance

Second Line Support

- 8.6.1. Vodafone shall provide line support to assist with the investigation and Resolution of non-complex issues relating to the Service, including:
 - (a) user-related support issues;
 - (b) assistance with standard configuration queries; and
 - (c) support for integrations and connectivity activities associated with the Service (including PBX, ACD and CTI connections), where within scope of the Service.
- 8.6.2. Second line support does not include bespoke configuration, development or design activities, which may be provided separately as Professional Services where agreed.

Third Line Support

- 8.6.3. Vodafone shall provide third line support for more complex technical issues affecting the Service, including:
 - (a) investigation and Resolution of defects;
 - (b) deployment of fixes, patches or service updates where required;
 - (c) Resolution of defects requiring changes to system configuration or application components;
 - (d) coordination with relevant third parties where specialist expertise is required.
- 8.6.4. Where agreed on a case-by-case basis, a third party may provide support directly to the Customer, including direct contact with the Customer, where this is reasonably required in Commercial Terms and/or Order to deliver a response and, where applicable, a Resolution in the shortest possible time.
- 8.6.5. Where an Incident is reported outside Working Hours, the applicable response time shall commence at the beginning of the next following Working Hour. Any period during which Vodafone is awaiting information, access or a response from the Customer shall be treated as "on hold time" and shall be excluded when calculating rectification or Resolution times.

8.7 Service Requests

MACD Process

- 8.7.1. If Customer opts to utilise the MACD Process, Customer acknowledges that:
 - (a) Customer may request an alteration to the Service via the MACD Process;
 - (b) Vodafone will classify each Service Request as follows: (i) low complexity; (ii) medium complexity; (iii) complex;
 - (c) the Service Request Catalogue sets out which Service Requests Vodafone supports and the classification of such Service Requests;
 - (d) subject to clauses 8.7.2, 8.7.3 and 8.7.4 below, the SLT for Bulk Requests shall be 10 Working Days; and
 - (e) if Customer submits multiple Bulk Requests simultaneously and/or in quick succession (as determined by Vodafone, acting reasonably), Vodafone shall process such Bulk Requests consecutively and the SLTs for such Bulk Requests shall be consecutive based on the Commercial Terms and/or Order in which Vodafone processes the Bulk Requests.

MACD Services

- 8.7.2. If the Customer purchases MACD Services, the Customer acknowledges and accepts that:
 - (a) it shall pay Vodafone a Recurring Charge for the MACD Services, calculated by reference to the applicable Professional Services hourly rate set out in the Commercial Terms and subject to a minimum charge of 1 hour per Service Request;

- (b) MACD Services are provided on a fair use basis by reference to the number of MACD units or allowance purchased by the Customer for the relevant charging period;
 - (c) unused MACD units or allowance may not be carried forward from one charging period to any subsequent charging period;
 - (d) without prejudice to Vodafone's other rights and remedies, where Vodafone determines (acting reasonably) that the Customer is using MACD Services inappropriately or materially in excess of fair use (including exceeding the purchased MACD allowance), Vodafone may:
 - (i) request that the Customer moderates its use of MACD Services;
 - (ii) discuss alternative delivery options or additional charges with the Customer; and/or
 - (iii) limit the Customer's access to MACD Services to what Vodafone reasonably considers fair use.
- 8.7.3. If Customer purchases MACD Services, Customer acknowledges that:
- (a) it shall pay Vodafone a Recurring Charge for the MACD Services, as set out in the Commercial Terms and/or Order Form;
 - (b) the Recurring Charge for the MACD Services shall be calculated on the basis that Customer will make fair use of the MACD Services, in accordance with the number of MACD Units set out in the Commercial Terms and/or Order Form;
 - (c) it is not entitled to carry over unused MACD Units from one month to future months;
 - (d) without prejudice to Vodafone's other rights and remedies, if Vodafone determines (at its absolute discretion) that the Customer is utilising the MACD Services inappropriately (including, but not limited to, utilising more MACD Units than is set out in the Commercial Terms and/or Order Form), Vodafone may:
 - (i) ask the Customer to moderate its behaviour;
 - (ii) discuss payment for such usage with the Customer; or
 - (iii) limit the Customer's access to the MACD Services to what Vodafone (acting reasonably) considers to be fair use.
- 8.7.4. The Customer acknowledges that where the Service Request Catalogue states the Customer can self-serve a work item, if the Customer cannot fulfil this themselves, Vodafone may, at the Customer's request, fulfil the Service Request type on the Customer's behalf but fulfilling such work items shall consume Customer's MACD Units.

9. General Definitions

9.1 The following definitions apply to these Service Terms:

Agreement	this agreement, consisting of the documents set out in clause 2 (Service Terms Structure).
Applicable Law	law, regulation, binding code of practice, rule or requirement of any relevant government or governmental agency, regulatory Authority, each as relevant to (i) Vodafone in the provision of the Services and/or (ii) Customer in the receipt of the Services or the carrying out of its business.
Applicable Privacy Law	the relevant data protection and privacy law, regulations (including UK GDPR and the Data Protection Act 2018) and other regulatory requirements to which Vodafone Limited is subject.
Base Licence	a named licence required for each User to be initially added to the storm Platform.
Bulk Request	means a Service Request which contains 10 or more identical changes submitted at once. For the avoidance of doubt, where Customer submits multiple request types within a single form, such requests shall be treated as separate Service Requests.
Call	a call conveyed and delivered as part of the Service.
Call Plan	an inbound call routing plan to direct the translated number to a termination point, based on a set of criteria that the Intelligent Network uses to route each Call.
Configuration Change	a change to the Service.
Contact Centre Agent	A User that handles customer calls and interactions in a contact centre, usually as part of a customer service role.
Customer	the entity identified in the Commercial Terms and/or Order Form as such.

Customer Equipment	hardware, software or any other tangible material not supplied by Vodafone that is used with or to access the Service. Any Equipment Customer purchases from Vodafone shall be considered to be Customer Equipment once title has passed to the Customer.
Customer Group	Customer and any company in which Customer has the beneficial ownership of more than 50% of the issued share capital, or the legal power to direct the general management of the company in question, either at or after the date of this Agreement.
Customer Service Centre	Vodafone's dedicated service for managing Incidents. The contact details for Customer Service Centre vary from service to service and from customer to customer, Vodafone will provide Customer with Customer Service Centre contact details that are relevant to Customer's Services.
Customer Site	as the context permits a Customer's premises (either owned by Customer or a third party) which Vodafone needs to access in Commercial Terms and/or Order to deliver or install Equipment and/or to provide the Services or the location where the Services are to be provided, as set out in the Commercial Terms and/or Order Form.
Charges	the charges or fees specified in this Agreement as payable by Customer.
Consumer	means any natural person acting for purposes that are outside the person's trade, business, craft or profession.
Data Controller	the person that determines the purposes and means for which Personal Data is Processed, as defined under Applicable Privacy Law.
Data Privacy Obligations	in respect of each Party, that Party's obligations relating to the Processing or control of Personal Data as a Data Controller or Data Processor, as expressly set out in clause 6 (Data Protection) of this Agreement.
Data Processor	the person that Processes Personal Data on behalf of the Data Controller as defined under Applicable Privacy Law.
End Of Life	where Vodafone or a manufacturer of Equipment declares that the type of Equipment is end-of-life (or otherwise stops marketing, selling or supporting it).
Equipment	hardware, Vodafone Software, and any other tangible equipment (other than SIMs) supplied by, or on behalf of, Vodafone to Customer for use in receiving the Services. Equipment excludes Customer Equipment.
European Economic Area (EEA)	means the Member States of the European Union together with Iceland, Liechtenstein, and Norway, as may be updated from time to time. A full list of countries can be found here https://www.gov.uk/eu-eea .
European Union (EU)	an economic and political union of 27 countries, as may be updated from time to time. A full list of countries can be found here https://www.gov.uk/eu-eea .
Excluded Events	any of the following: <ul style="list-style-type: none"> (a) a fault or incident with any other Vodafone service purchased under separate Service Specific Terms; (b) a fault or incident in, or any other problem associated with, non-Vodafone-supplied power, any CPE, non-maintained structured cabling or other telecommunications systems not operated or provided by Vodafone; (c) the fault or incident caused by Customer's negligence, act or omission or that of any third-party not within Vodafone's direct control; (d) Customer not performing or a delay in performing any of its responsibilities under this Agreement;

	<p>(e) Customer requesting Vodafone to modify a Customer Site, or test one although no fault has been detected or reported in accordance with the Service Specific Terms;</p> <p>(f) service suspension or a Force Majeure event in accordance with the General Terms;</p> <p>(g) the inability or refusal by a third-party supplier to provide the access circuit at a Customer Site;</p> <p>(h) a Configuration Change in the process of implementation;</p> <p>(i) an Outage resulting from the actions or omissions of Customer or a third party on Customer's behalf;</p> <p>(j) any degradation of performance that is caused by, or for any fault in, the access circuit that occurs as a result of, or in connection with, technical limitations beyond Vodafone's control;</p> <p>(k) where a service rebate is claimed for late repair, the unavailability period relevant to this claim, will be excluded from the cumulative annual Service availability calculation; or</p> <p>(l) any other circumstances caused by events for which Vodafone is not liable in accordance with the terms of this Agreement.</p>
Fixed Authority	means those governments, agencies, courts of law, and professional and regulatory authorities including NRAs that supervise, regulate, investigate, or enforce Applicable Law.
GDPR	General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data.
Gold Number	those numbers listed as set out in the Commercial Terms and/or Commercial Terms and/or Order and for which a special charge is made, that charge being different to the charge for Silver Numbers.
GSM Gateway	any equipment containing a SIM which enables calls from a fixed network (landline) to be routed via a GSM link to a mobile network establishing a mobile-to-mobile ('on-net') call.
Inbound Numbers	the Number Translation Service ("NTS") telephone numbers that are hosted on the Intelligent Network platform and listed in the Commercial Terms and/or Commercial Terms and/or Order (as added to or changed by Ofcom). These Inbound Numbers are allocated by Ofcom.
Incident	any fault, incident or problem which affects the Service provided to Customer, excluding any fault, incident or problem with any other Vodafone service purchased under separate Service Specific Terms.
Incumbent Provider	a regulated operator who is authorised to provide a Service in a given country.
Intellectual Property Rights	<p>(a) rights in, and in relation to, any patents, registered designs, design rights, trade marks, trade and business names (including all goodwill associated with any trade marks or trade and business names), copyright, moral rights, databases, domain names, topography rights and utility models, and includes the benefit of all registrations of, applications to register and the right to apply for registration of any of the foregoing items and all rights in the nature of any of the foregoing items, each for their full term (including any extensions or renewals) and wherever in the world enforceable; (b) rights in the nature of unfair competition rights and rights to sue for passing off; and (c) trade secrets, confidentiality know how, technical information and other proprietary rights.</p>

Intelligent Network	Vodafone's platform which applies the routing intelligence to calls that are presented through the PSTN.
Monthly Measurement Period	the period from the Service Commencement Date up to the end of the calendar month and then each calendar month thereafter (save for the last month which will be beginning of the calendar month up to the termination date or expiry of the storm Communications Integration Services).
Network	the communications network together with the equipment and premises that are connected to such network and which are used by Vodafone to perform the Services.
Non-Recurring Charges	means One-Off Charges.
One-Off Charges	the Non-Recurring Charges payable by Customer in relation to the Service and/or Equipment as described in the Commercial Terms and may include installation Charges for ports, access circuits and routers, charges for set up of Service Elements and configuration changes.
Outbound Regulations	the Communications Act 2003, the Privacy and Electronic Communications (EC Directive) Regulations 2003, the Telecommunications (Data Protection and Privacy) Regulations 2019, the Ofcom Broadcasting Code, the Ofcom General Conditions, and any other relevant legislation or regulatory requirements.
Outbound Service	means an optional Service Element which utilises software to among other things, initiate (and, if applicable, queue) Calls with Consumers for the Customer, with the following options available: (a) the User determines whether or not to initiate each Call; or (b) progressive Call scheduling which automatically initiates a Call to a Consumer when a User becomes available; or (c) predictive Call scheduling which uses historic Call data to make predictions to queue and initiate Calls with Consumers.
Party or Parties	Customer and/or Vodafone, as relevant.
Personal Data	shall mean any information relating to an identified or identifiable natural person as defined by the Applicable Privacy Law.
Privacy Authority	the relevant statutory or supervisory authority with responsibility for the Applicable Privacy Law in the jurisdiction of the Data Controller.
Process/Processed/Processing/Processes	obtaining, recording or holding information or data or carrying out any operation or set of operations on it.
PSTN	Public Switched Telephone Network.
Recovery Charge	any amount payable by Customer for early termination or failure to meet commercial commitments as set out in this Agreement.
Recurring Charges	a regular and recurring Charge(s) payable the Customer to Vodafone for the Customer's use of the Services on a monthly, quarterly or annual basis, as set out in the Agreement.
Service Commencement Date	unless stated otherwise in the Commercial Terms and/or Order Form, the date as advised to the Customer by Vodafone when Vodafone is satisfied that the Service has met the Customer's standard testing criteria, and the Service is available and ready for use.
Service Element	the individual components of a Service (including optional service elements if applicable).
Service Request	a request made by the Customer for Vodafone to carry out a configuration, administrative or operational change to the Service which:

	<p>(a) does not involve the provision of additional services, modules, licences or deliverables;</p> <p>(b) does not change the scope or description of the Service as set out in the Commercial Terms; and</p> <p>(c) does not result in any additional Charges.</p>
Service Specific Terms	the document(s) identified in this Agreement as the “Service Specific Terms” that set out information such as terms and conditions, specifications and technical information specific to a Service.
Service(s)	the services to be provided by Vodafone or a Third Party Provider under this Agreement and as specified in this Agreement. Any reference to Service within this Agreement may be an individual Service or collectively all Services, as appropriate.
Service Level(s)	the service levels which apply to the provision of the Service as set out in the Service Levels.
Severity Level	a categorisation (as described clause 8.1 of the Service Levels of the severity of an Incident as determined by Vodafone at Vodafone’s discretion).
Silver Number	those numbers listed as set out in the Commercial Terms and/or Commercial Terms and/or Order and for which a special charge is made, that charge being different to the charge for Gold Numbers.
SIM	a “subscriber identity module” card is an integrated circuit, whether physical or embedded in a device (and then known as an eSIM Card), storing user specific data and provided by Vodafone to allow use of equipment on the Network by Customer.
storm Platform	the hosted platform that Vodafone use to deliver the storm Communications Integration Services to Customer.
Sub-Processor	a sub-contractor who is processing Personal Data on behalf of Vodafone.
Vodafone	where used in these Service Terms or the Commercial Terms and/or Order means Vodafone.
Vodafone Software	any Software supplied by Vodafone or its licensors to Customer (including Software embedded in any Equipment).
Technical Prerequisites	any requirements detailed in the Service Specific Terms or otherwise provided to Customer in writing relating to a Service or Equipment including notification to upgrade.
Third Party Provider	a third party contracted directly or indirectly by either Vodafone (including Vodafone Group) or Customer that provides a Service, a Third Party Service or that provides a service that connects to a Service. Third Party Providers may include Incumbent Providers.
Traffic Data	any data processed for the purpose of the conveyance of a communication on an electronic communications network and for billing.
Trouble Ticket	a record of an Incident with a unique reference allocated to it which shall be used for all subsequent updates and communications.
User	an individual end user of the Services who is approved by Customer and who must be a permanent or temporary employee or sub-contractor of Customer unless otherwise specified in this Agreement.
User Details	a user name, password, or other access information used by a User to access the Service and/or Equipment.
UK	England, Wales, Scotland, Northern Ireland and adjacent islands (e.g. Isle of Wight) but excluding the Channel Islands and the Isle of Man.
UK GDPR	means GDPR as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018.

Vodafone	Vodafone Limited, registered number 01471587, and registered office Vodafone House, The Connection, Newbury, Berkshire RG14 2FN.
Vodafone Group	(a) Vodafone Group Plc, Vodafone Limited and any company in which Vodafone Group Plc owns (directly or indirectly) 15% or more of the issued share capital; and (b) any partner market listed on the “Where we are” page at http://www.vodafone.com/ .
Working Days	Monday to Friday inclusive, other than public holidays in the UK.
Working Hours	9.00am to 5.00pm on a Working Day.