

One Net

Service Specific Terms

Enterprise Customers



1. Service Description

- 1.1 The Vodafone One Net Service is a cloud based phone system that provides unified connectivity across fixed and mobile Connections to Customer's Equipment. The term "One Net Service" or "Service" in these Service Specific Terms means the One Net Service as set out below.

2. Structure

- 2.1 The following documents further govern Vodafone's supply of the Service and form part of the Agreement, applying in the order of precedence set out in the General Terms:
- (a) Commercial Terms;
 - (b) the General Terms available at www.vodafone.co.uk/terms;
 - (c) the Mobility Service Terms available at www.vodafone.co.uk/terms;
 - (d) the Fixed Service Terms available at www.vodafone.co.uk/terms;
 - (e) the Order, which confirms the Service Elements selected by/for Customer;
 - (f) the Site Survey;
 - (g) the One Net Price Plan Guide;
 - (h) any applicable policies and guidelines, as provided from time to time by Vodafone; and
 - (i) where Customer elects to take Internet over Ethernet, the Dedicated Internet Access Service Terms available at www.vodafone.co.uk/terms.

3. The Service

- 3.1 **Service Elements:** The Service shall comprise:

- (a) Core Service Elements; and
- (b) Optional Service Elements, where selected.

Full details of the Service Elements are set out in the One Net Price Plan Guide. These Service Specific Terms, unless specified otherwise, apply to all Services and Service Elements.

4. Service Specific Conditions of use

- 4.1 **Customer's own WAN or LAN:** If agreed by Vodafone prior to placing an Order and subject to Customer satisfying the Technical Prerequisites, Customer may provide their own WAN or LAN for use of the Services. Vodafone accepts no liability in relation to the Customer's WAN or LAN. Should Customer's WAN or LAN fail to meet the Technical Prerequisites at any time during the provision of the Service, then upon notification by Vodafone of this breach, Customer may either remedy the breach or request a change to the Service in accordance with clause 8. Additional charge will apply. If Customer fails to either remedy the breach or request a change to the Service, Vodafone may terminate the Service in accordance with the General Terms and a Recovery Charge will be payable.
- 4.2 **Customer's own WAN:** In the event that the Customer's own WAN is not provisioned through a Third Party Provider but is provisioned through a separate Vodafone service, then all obligations and liability for the WAN will fall under the terms of the Customer agreement between Customer and Vodafone for that separate service.
- 4.3 **Customer information:** Customer confirms that it is entering into this Agreement as a business and not a consumer.
- 4.4 **PCI Compliance:** Vodafone does not warrant that the Services will be compliant with payment card industry ("PCI") requirements nor will Vodafone accept any liability in connection with PCI compliance.
- 4.5 **Dependencies:** It is not possible to make fixed line calls using the Services if there is a power failure or a failure of Customer's broadband connection although this will not prevent calls made from mobile devices. It is Customer's responsibility to make Users aware of this.

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- 4.6 **Security Obligations:** If relevant to the Service, Customer shall: (a) design, implement, manage and archive configuration of internal IP protocols, LAN information and access lists; and (b) provide reasonable security on Customer's private networks to limit misuse of or threat to the Service or Network; and (c) address any misuse or threat identified by Vodafone through the implementation of appropriate security or user controls.
- 4.7 **Rights:** Subject to the provisions of any Applicable Law, regulation or licence condition, Customer shall not sell or transfer, or attempt to sell or transfer, any telephone number to a third party. Customer shall have no trade name right in any telephone number that Vodafone allocates to it nor any trade name right that may develop in any telephone number allocated to it.

5. Site Surveys and Suitability Test

- 5.1 After an Order has been placed, Vodafone shall carry out a Suitability Test to assess the quality of the broadband provided from the local BT exchange. If the Suitability Test results indicate that the quality of the access is insufficient for the Services to be provided to a reasonable standard Vodafone will notify Customer of this, in which event this Agreement shall automatically terminate in respect of the site (but not for any other sites to which Vodafone provide Services). Alternatively Customer may have the option to upgrade to Internet over Ethernet for additional Charges to be agreed between the parties.
- 5.2 Where Vodafone has carried out a Site Survey, Vodafone will provide Customer with a written report detailing the results of the Site Survey and any remediation work that is required to be undertaken prior to the Commencement of the Service. Failure to carry out any such work may delay the Commencement Date and/or mean that Vodafone is unable to provide the Services to Customer.
- 5.3 If the Site Survey reveals that remediation work is required, Customer shall be entitled to cancel this Agreement in respect of Services for that site (but not for any other sites to which Vodafone provide Services) by providing written notice within 14 days from the date Vodafone informs Customer of the Site Survey results. Where Customer decides to cancel this Agreement and the cost of the remediation work is estimated as less than £500 (excluding VAT) Vodafone shall be entitled to charge Customer £500 (plus VAT) for carrying out the Site Survey of that site.
- 5.4 Following completion of the Site Survey and Suitability Test, Vodafone shall give Customer an estimate of the maximum number of concurrent connections supported by the Service. If this estimate is less than 80% of the initial estimate of concurrent connections for a particular site provided to Customer by Vodafone at the time of the Order then Customer shall be entitled to terminate this Agreement in respect of Services for that site (but not for any other sites to which Vodafone provide Services) by providing written notice within 14 days from the date Vodafone inform Customer of the Site Survey results.
- 5.5 Following completion of the Suitability Test, where Vodafone is unable to deliver Fixed Line Services to more than 80% of Customer's sites (as set out in the Order Form(s)), Vodafone shall provide notice under the change provisions of the General Terms or where applicable, under this clause 4. Following such notice, Customer may:
- (a) end this Agreement by providing 30 days prior written notice to which Customer must provide within 14 days of Vodafone's original notice of change;
 - (b) elect to continue receiving only the Mobility Services by providing Vodafone with written notice within 14 days of Vodafone's original notice of change; or
 - (c) elect to continue receiving the Mobility Services and any Fixed Line Services that can be or have been delivered (where Customer has not provided notice under clause 5.5(a) or 5.5(b), this clause 5.5(c) shall apply).
- 5.6 Where clause 5.5(a), 5.5(b) or 5.5(c) apply, the Technology Fund, where applicable, shall be re-calculated and if any outstanding balance cannot be set-off by Vodafone, Customer shall pay Vodafone the Technology Fund Repayment.
- 5.7 Where Customer provides notice under clause 5.5 (b), Vodafone and Customer will have no obligations in relation to the Fixed Line Services under this Agreement.

6. General Software terms

- 6.1 **Customer Software:** Customer is responsible for purchasing any Software required by its computer systems to link to Equipment and Customer Equipment.

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6.2 **Equipment and Service Software:** Customer will comply with any licence agreement relating to Vodafone Software provided with the Equipment and any end user licence terms relating to the Service or any shrink-wrap or click-through and open source Software licences. If Customer does not accept the terms of the licence of any Software required in order for the Services to be performed, Vodafone will be excused from performing any Services relying on such Software.

Console and MiniClient Service

- 6.3 Customer acknowledges that the operation of the Console Service and/or MiniClient Service involves the opening of certain ports on Customer's firewall systems.
- 6.4 Customer acknowledges that Vodafone cannot know the security implications of opening up ports on Customer's firewall systems and that it is solely Customer's responsibility to satisfy itself as to the security of its own systems and to monitor activity on Customer's firewall.
- 6.5 Vodafone does not accept responsibility or liability if Customer's firewall systems do not prevent unauthorised traffic as a result of changes made to the ports in the operation of the Console Service and/or MiniClient Service.
- 6.6 Customer acknowledges that the Console and MiniClient Service software connects via the Customer's own internet connection. Vodafone accepts no liability for any loss in the use of the Software in the event that Customer's internet connection fails.

7. Internet over Ethernet

7.1 Where Customer has opted for the Internet over Ethernet, Vodafone will, where applicable, set up and provide the Equipment necessary but Vodafone will not be responsible for configuring any equipment that uses the internet connection.

8. Changing the Services and/or Customer's use of the Service

8.1 **Customer changes:** if during the Minimum Term or Renewal Term Customer wishes to change any of the Services or Customer Site to which Vodafone supplies the Services then Customer must notify Vodafone of this request in writing. Vodafone will carry out a Site Survey and Suitability Test in accordance with clause 5. Customer will be charged the following Charges for office or site moves where the Services include Fixed Line Services, dependent upon the number of Users at the relevant site:

| Number of Users | Applicable Charge |
|-----------------|-------------------|
| 1 – 25 Users | £500 |
| 26 – 49 Users | £750 |
| 50+ Users | £1,000 |

- 8.2 Ethernet office moves are subject to a £2,000 install Charge in addition to the Charge set out in the above table. If such move is within 12 months of the Commencement Date, Customer will also be subject to pay the monthly Charge for the Ethernet service for every unexpired month of the first 12 months of the Minimum Term.
- 8.3 Where Customer's solution requires major or complex changes to its configuration, Vodafone may apply change management charges including where applicable charges for network switches in relation to the work relating to the changes, and design and implementation charges. Prior to any work being conducted, Vodafone will consult with Customer and make Customer aware of any proposed charges.
- 8.4 Where the proposed Services include broadband, this clause shall apply. If the broadband at the proposed new site is not sufficient following the Suitability Test then Customer has the option to either upgrade to Ethernet for an additional Charge to be agreed between the parties or to terminate this Agreement in respect of the site which is being moved. If Customer terminates in respect of the moving site then a Recovery Charge will apply.
- 8.5 User tariff changes (including the addition or removal of additional services) are not allowed within 30 days of a previous tariff change. Customer is not permitted to move a User from the 'Flat rate Option' price plan to the 'Pence Per Minute' price plan.

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- 8.6 In the event that Customer changes from a Customer own LAN or Customer own WAN Service to a full OneNet Service, then additional one off charges and, in the case of Customer own WAN, additional recurring monthly charges, will apply for the remainder of the term of the Agreement.
- 8.7 For the Customer own WAN Service, if Customer changes their IP address Customer must provide Vodafone with 30 days' notice of the change in order ensure the Service is not affected.

9. Termination

- 9.1 **Termination for convenience** : Either party may terminate this Agreement in whole or in part by giving the other 30 days' written notice of termination and subject to payment of the Recurring Charges. A Recovery Charge will be payable by Customer if Customer terminates prior to expiry of the Minimum Term.
- 9.2 Customer shall not be entitled to unused Subsidy, where applicable, after termination or from 3 calendar months prior to expiry of the Minimum Term.

10. Call Limits and Part Payments

- 10.1 Vodafone will carry out a credit check in accordance with the General Terms.
- 10.2 Vodafone may set a limit on the amount of Charges Customer may run up during each calendar month and/or a maximum number of active Connections and/or a bar on SIM Card(s) being used on overseas networks or for making international calls or premium rate calls, which Vodafone refer to as a call limit . Vodafone may agree to increase or remove the call limit after making credit checks. Customer may be able to go over its call limit, but if this happens, Customer must pay all Charges.
- 10.3 If a Customer goes over its call limit Vodafone reserves the right to request a part payment from Customer so Customer can continue to use the Services.

11. Additional Charges

- 11.1 **Call Divert**: Additional Charges may be applicable where Customer diverts calls to numbers outside the Network or if Vodafone provides Customer with additional numbers for call routing. These Charges will be as set out in the OneNet Price Plan Guide.
- 11.2 **Cost of Investigations**: Customer shall reimburse Vodafone for reasonable costs and expenses Vodafone incurs investigating and rectifying any issue with the Services, or Equipment where Vodafone determines that there was no fault found in the Services and/or Equipment or where the issue has been caused by Customer's or its User's use of the Services or Equipment contrary to Vodafone's instructions or misuse, neglect or alteration to the Services, or Equipment.

12. Number Porting and Allocation

- 12.1 If Customer Ports an existing landline number to a One Net Service, Vodafone will transfer the number across in accordance with industry standard timescales. Where the existing number is part of a block of numbers which Vodafone is required to take, Vodafone may charge a nominal fee for the inactive numbers in the block.
- 12.2 If Vodafone provides Customer with a virtual land line number which Customer wants to Port to another operator on termination of the Service, Vodafone can only transfer this number to an IPX provider.
- 12.3 Vodafone cannot guarantee the availability of specific numbers however Vodafone will allocate to Customer a number having the local area code of Customer's choice if it is available.
- 12.4 If Customer needs to transfer fixed line numbers from other networks, Customer will need to complete a Porting Letter of Authority Form. Any delay to the completion of this Form may result in a delay to the start of the Services.

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13. Information Requests from Partners

13.1 If Customer has contracted with Vodafone following introduction by a Partner, then Customer agrees that Vodafone may:

- (a) provide Operational Data to the relevant Partner; and / or
- (b) release information gained from credit checks to the relevant Partner.

14. Data Protection

14.1 Vodafone shall act as Data Controller save:

- (a) in respect of IP addresses received from the Customer for the Customer own WAN Service (the "Processor Services").

14.2 Vodafone shall act as Data Processor in respect of the Processor Services. The remainder of this clause 13 shall apply only in respect of the Processor Services.

14.3 Vodafone (and their subcontractors):

- (a) may Process User Personal Data for: (i) provision and monitoring of the Service; or (ii) any other purpose agreed between the parties subject to Customer's prior written consent. Additional instructions require prior written agreement and may be subject to Charges. Customer shall ensure that its instructions comply with Applicable Laws.
- (b) may use User Personal Data to create statistical data and information about service usage and devices that does not identify a User.
- (c) may engage another processor (a "Sub-Processor") to carry out processing activities in the provision of the Services or to fulfil certain obligations of Vodafone under the Agreement. Vodafone shall inform the Customer of changes to Sub-Processors where Vodafone is required by Applicable Privacy Law by (i) providing at least ten (10) Working Days' prior notice, or (ii) listing the new or replacement Sub-Processor on www.vodafone.co.uk at least ten (10) Working Days before Vodafone authorises and permits the new or replacement Sub-Processor access to User Personal Data in order to give the Customer the opportunity to reasonably object to such changes. Vodafone will enter into a contract or other legal act with the Sub-Processor and will impose upon the Sub-Processor substantially the same legal obligations as under this clause to the extent required by Applicable Privacy Law and that the Sub-Processor is carrying out the relevant processing activities. Vodafone shall remain liable to the Customer for the performance of that Sub-Processor's obligations.
- (d) may retain the User Personal Data for as long as is required to deliver the Service and shall destroy or return (at Customer's option) User Personal Data in its possession upon termination of the Agreement, save where Customer opts for Vodafone to retain User Personal Data subject to a new hosting agreement.
- (e) shall limit access to User Personal Data to those necessary to meet Vodafone's obligations in relation to the Service and take reasonable steps to ensure that they: (i) are under an appropriate statutory obligation of confidentiality; (ii) are trained in Vodafone's policies relating to handling User Personal Data; and (iii) do not process User Personal Data except in accordance with the Customer's instructions unless required to do so by Applicable Law.
- (f) shall (i) provide appropriate technical and organizational measures for a level of security appropriate to the risks that are presented by Processing; and (ii) comply with the security requirements contained in the Vodafone information security policies based on ISO 27001;
- (g) shall (i) provide Customer with such information, assistance and co-operation as Customer may reasonably require to establish compliance with Applicable Privacy Law including any personal data breach notification; (ii) without undue delay, notify Customer of any unauthorised access to User Personal Data of which Vodafone becomes aware, which results in loss, unauthorised disclosure or alteration to the User Personal Data; and (iii) where required by Applicable Privacy Law and requested by the Customer (prior to the processing), provide the Customer reasonable assistance to carry out a privacy impact assessment of the Services and any prior consultation of the relevant supervisory authority.

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- 14.4 **Audit:** Customer shall with respect to any right of audit, including inspections, which they may have under Applicable Privacy Law relating to data protection, agree to exercise such right as follows: (a) no more than once per annum following the Agreement Start Date, request to meet (on a mutually acceptable date) with one or more senior representatives of Vodafone's security and/or audit department to review Vodafone's security organization and the best practice and industry standards which Vodafone meets or to which it aspires, including, without limitation, ISO 27001 (or equivalent), provided that such audit shall relate to the Services only. If the Transfer Contract Clauses apply (the model contract clauses set out in the European Commission's Decision of 5 February 2010 on standard contractual clauses for the transfer of Personal Data to data-processors established in third countries, under the Directive 95/46/EC on the protection of individuals with regard to the processing of personal data and on the free movement of such data as may be amended or replaced by the European Commission from time to time), nothing in this clause 13.4 amends or varies those standard clauses nor affects any data subject or supervisory authority's rights under those clauses; and (b) be responsible for reviewing the information made available by Vodafone and making an independent determination if the Services meet the Customer's requirements and legal obligations as well as its obligations under this clause.
- 14.5 **Transfer of User Personal Data out of the EEA:** Vodafone may transfer User Personal Data to countries outside the European Economic Area only to the extent that (i) User Personal Data is transferred on terms substantially in accordance with the Transfer Contract Clauses for the transfer of Personal Data to processors established in third countries; (ii) that the transfer of User Personal Data does not put any member of Customer Group in breach of its obligations under Applicable Privacy Law; or (iii) it is required to do so by Union or Member State law to which it is subject; in such a case, Vodafone shall inform the Customer of that legal requirement before processing, unless that law prohibits such information.
- 14.6 **Law enforcement authorities: Vodafone:** (i) may receive legally binding demands from a law enforcement authority for the disclosure of, or other assistance in respect of, User Personal Data, or be required by Applicable Law to disclose User Personal Data to persons other than Customer; (ii) will not be in breach of its obligation to Customer in complying with such obligations to the extent legally bound; and (iii) shall notify Customer as soon as reasonably possible of any such demand unless otherwise prohibited.
- 14.7 **Enquiries from Users:** Vodafone shall, where the Customer is required under Applicable Privacy Law to respond to enquiries or communications (including subject access requests) from Users and taking into account the nature of the processing (i) without undue delay pass on to Customer any enquiries or communications (including subject access requests) that Vodafone receives from Users relating to their User Personal Data or its Processing; and (ii) assist the Customer by appropriate technical and organizational measures, insofar as this is possible in the Customer's fulfilment of those obligations under Applicable Privacy Law.

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Service Levels

1. Support

- 1.1 Customers may access support for the Service by calling 191 or 03333040191. Alternatively, support may be provided by the Partner, in which case, please contact the Partner direct.
- 1.2 Where applicable, support is available from 8am to 6pm Monday to Friday excluding Public Holidays.

2. Incident Management

- 2.1 Incidents shall be deemed to: (i) commence when acknowledged by Vodafone; and (ii) end when Vodafone advises Incident resolution. The Customer will be deemed to have been advised if Vodafone has made reasonable attempts to contact the Customer.
- 2.2 Vodafone aims to respond to an Incident within a reasonable amount of time.
- 2.3 It may be necessary for a temporary interruption to the Service from time to time for Vodafone to carry out essential maintenance or network upgrades to the Service and/or equipment (an “Outage” or “Outages”). Vodafone will use reasonable endeavours to minimise the number of Outages and any subsequent disruption to the Customer. The Customer is responsible for notifying its Users of any Outage.
- 2.4 There will be no Incident management carried out for failures of the Service that are caused by failures of Customer’s own WAN or LAN.
- 2.5 The Customer acknowledges and agrees that:
 - (a) Vodafone may require the Customer’s prior consent in connection with certain actions Vodafone deems necessary in order to manage and resolve Incidents (including but not limited to disabling of the encryption function within the Service) (“**Incident Management Consent Request**”);
 - (b) when notified of an Incident Management Consent Request it shall respond promptly, and not unreasonably hold its consent, to the relevant Incident Management Consent Request; and
 - (c) if the Customer unreasonably withholds or delays its consent to an Incident Management Consent Request raised, then this may cause disruption to (and in some cases cessation of) the Service and in such circumstances Vodafone shall not be responsible nor liable for any such disruption or cessation.

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Definitions

The following definitions are applicable to the Services:

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| Agreement Start Date | date of Vodafone's acceptance of this Agreement. |
| Applicable Law | such laws specifically include Applicable Privacy Law, sanctions and trade or export control restrictive measures. |
| Commencement Date | unless otherwise specified in the Commercial Terms, the Service Commencement Date is the date of Vodafone's acceptance of the applicable Commercial Terms. Where acceptance is not express, acceptance is deemed when Vodafone begins to provide the Services and/or Equipment to Customer. |
| Concurrent Connections | the number of simultaneous calls using the OneNet IP phones (fixed desk phones). |
| Connection | a Vodafone SIM or fixed line connection that has been configured to attach to the Network, with a price plan associated with it so that a User can use and be charged for the Services supplied under the Commercial Terms. |
| Console Service | a service provided as part of the One Net Service which allows an End User to manage all incoming calls. |
| Customer's own WAN/Customer's own LAN | Customer provides their own WAN or LAN for use of the Service as further described in the Service Specific Terms. |
| Data | a data price plan typically added to a Connection for use on mobile broadband device or tablet. |
| Fixed Line Services | the fixed line voice services and/or fixed line data services provided by Vodafone under this Agreement. |
| Internet Over Ethernet | the Dedicated Internet Access service provided by Vodafone through the Ethernet connection. |
| KB | kilobyte |
| LAN | the Local Area Network. |
| MB | megabyte, or 1024KB |
| Migrated Connection | a mobile number already connected to the Vodafone network (not including via mobile virtual network operators) but managed by a different supplier and that is transferred to Vodafone under the Commercial Terms. |
| MiniClient Service | a SIP based softphone service which facilitates the integration of Skype for Business into Customer's One Net Service |
| One Net | means One Net Business, One Net Office or One Net Mobile as specified in the Order Form. |
| One Net Business | the Vodafone service called One Net Business that integrates Customer's Fixed Line Services and Mobility Services, delivering a converged communications experience. |
| One Net Mobile | the Vodafone service called One Net Mobile that provides Mobility Services, delivering a converged communications experience. |
| One Net Office | the Vodafone service called One Net Office that provides Fixed Line Services, delivering a converged communications experience. |
| Operational Data | Personal Data provided or made available by one Party to the other which is operationally required for the performance of this Agreement (business contact |

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| | information such as names, email addresses, telephone and fax numbers) relating to that Party's employees or representatives. |
| Order | the document setting out the agreed commercial terms relating to our provision of Equipment and/or Services. In the absence of other documents, a 'welcome letter' from us detailing your commercial terms may comprise an Order Form. |
| Partner | a third party authorised by Vodafone in relation to the provision of Equipment and/or Services to Customer |
| Site Survey | a survey of a Customer Site to assess whether (in Vodafone's opinion) the existing infrastructure is sufficient to provide the Services at that Customer Site. |
| Suitability Test | a test to determine the suitability of the broadband available to Customer's site from the local exchange to assess whether (in Vodafone's opinion) the quality of access is sufficient for the deployment of the Services at that site. |
| Technology Fund | credits applied to Customer's Vodafone account to offset (fully or partially) the cost of certain Equipment (excluding tablets and computers) sold to Customer at Vodafone's Standard List Price. |
| Technology Fund Repayment | <p>the fee which is payable by the Customer pursuant to clause 5.6 where the Agreement terminates (in whole or part) before or during the Minimum Term which shall be calculated as either:</p> <p>(a) where the entire Agreement is cancelled, the full value of the Technology Fund and/or the total list price cost of any devices or accessories provided by Vodafone as set out in the Order; or</p> <p>(b) where the Services are cancelled in relation to a site or sites (as set out in the Order), the portion of the Technology Fund and/or the total list price cost of any devices or accessories provided by Vodafone attributable to that site or sites as calculated on a pro rata basis.</p> |
| WAN | the Wide Area Network. |