

Service Specific Terms



Data Fixed Link

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1. The Service – Overview

- 1.1 The Vodafone data fixed link service (the "**Data Fixed Link Service**") provides Customer with a dedicated connection between the Network and the Customer System. The term "**Service**" or "**Services**" in these Service Specific Terms means the Data Fixed Link Service.

2. Service Term Structure

- 2.1 These Service Specific Terms include:
 - (a) the service levels which set out the standards that will be applied to the provision of the Service (the "**Service Levels**")
- 2.2 The following documents further govern Vodafone's supply of the Service and form part of the Agreement, applying in the order of precedence set out in the General Terms:
 - (a) the Commercial Terms;
 - (b) the applicable Price Plan Guide(s);
 - (c) the General Terms;
 - (d) the Mobility Service Terms;
 - (e) the Order, which confirms the Service Elements selected by/for Customer; and
 - (f) any applicable policies and guidelines, as provided from time to time by Vodafone.

3. The Service and Equipment

- 3.1 The Data Fixed Link Service provides a dedicated connection (of finite capacity) between the Network and the Customer System. A Data Fixed Link provides secure internet protocol connectivity for Customer to connect to the relevant Bearer Services via a Private APN.

3.2 **Functionality:**

- (a) Data Fixed Links are available in capacities of 10MB up to 1GB.
- (b) The Data Fixed Link Service shall extend from the termination point on the Network up to a presentation point towards the Customer Edge Router.
- (c) The detailed functionality and limitations of Data Fixed Link features shall be at the discretion of Vodafone. The functionality and speed of transmission of such features shall vary according to the Bearer Service utilised.
- (d) Additional options include a fully managed Customer Edge Router and/or additional resilience.

3.3 **Equipment:**

- (a) These Service Specific Terms, the Commercial Terms and/or Order will identify which Equipment, if any, Vodafone will supply to the Customer and which of such Equipment will be purchased by Customer. Associated Charges shall be set out in the Commercial Terms and/or Order.
- (b) Other Customer Equipment required for use of the Service will be identified in the Commercial Terms and/or Order.

4. Service Specific Conditions of Use

4.1 **Data Fixed Link Access:**

- (a) After initial installation, the Data Fixed Link shall be tested in the manner specified by Vodafone. Customer shall ensure that no internet protocol data is presented from the Customer Systems to the Network (and Vodafone shall not be obliged to convey such internet protocol data to the Customer Systems) unless and until notified in writing by Vodafone that the testing of such Data Fixed Link Connection has been completed and the initial installation is ready for service.



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- (b) Subject to Customer's compliance of its obligations as set out within the Agreement (and upon notification to Customer) Vodafone shall connect and use all reasonable efforts to maintain the operation of the Data Fixed Link.
 - (c) Customer acknowledges and agrees:
 - (i) that the Data Fixed Link is dependent upon the continued use by Customer of a Data Fixed Link Access system and that Vodafone shall not be liable for any cessation of the use of systems run by third parties or any failure or defect in any of them; and
 - (ii) that the Data Fixed Link shall be subject to such limitations and restrictions as may be applied or specified by Vodafone from time to time.
 - (iii) Vodafone does not warrant that the Data Fixed Link or the services provided or made available by Vodafone shall be fault free. Vodafone accepts no responsibility for the performance of Customer System or the Data Fixed Link Access systems or for any errors or failures that may occur by reason of any of them. Customer acknowledges and agrees that the Data Fixed Link and services provided or made available are not fault free.
 - (iv) Neither Customer nor any other person is permitted to use the Data Fixed Link Service otherwise than in compliance with the provisions of any licence applicable to Customer or, as the case may be, that other person in connection with the use of the Data Fixed Link Service.
 - (d) Customer undertakes to utilise Data Fixed Link Access to the Network only in accordance with such operational and/or administrative guidelines and/or procedures as may be notified by Vodafone in writing to Customer from time to time.
- 4.2 **SIM Card Access:** Customer shall provide Vodafone with the numbers of all SIM Cards that require access to the Private APN associated with the Data Fixed Link.
- 4.3 **Customer Contact Management:**
- (a) Vodafone shall provide a Data Fixed Link help desk (details of which shall be provided to Customer) to work with Customer's help desk, or designated point of contact, in the event of any queries or Incidents related to the Data Fixed Link Service. The help desk shall be available 24 hours a day, 365 days.
 - (b) The Data Fixed Link help desk shall be responsible for all communications between Customer and Vodafone that relate to the provision of the Data Fixed Link Service. Vodafone may facilitate direct contact between Customer and a Vodafone engineer in the event Vodafone deems such contact necessary to the resolution or understanding of an Incident.
- 4.4 **Incident Reporting:**
- (a) When contacting Vodafone to report an Incident with the Data Fixed Link Service, Customer shall provide the following information pertaining to the Incident:
 - (i) contact details (name and telephone number);
 - (ii) Private APN details;
 - (iii) symptoms of the Incident e.g. failed connections etc.;
 - (iv) scope of Incident e.g. whether the Incident is affecting all Connections, or is affecting only some Connections;
 - (v) persistency of the Incident e.g. constant, intermittent, time of day dependant etc.;
 - (vi) indication of when the Incident occurred e.g. has the scenario being reported ever worked or, until how recently was the scenario being reported known to work; and
 - (vii) results of any Customer tests performed and Incident diagnostics obtained.
 - (b) Customer shall investigate, localise and rectify all incidents affecting the Data Fixed Link Service due to fault occurrences within the Customer System up to the Connecting Point.
- 4.5 **Notification of Planned Changes:**
- (a) In addition to Incidents and unforeseen circumstances which may affect the operation of a Data Fixed Link facility it may be necessary for Vodafone to implement planned changes to the Vodafone system



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that may directly cause disruption to the operation of a Data Fixed Link whilst the change is being implemented. In order to minimise any disruption caused by planned changes to the Vodafone system, Vodafone shall use all reasonable efforts to implement such changes during an off-peak period e.g. on a Sunday or between the hours of 18:00 and 06:00 on a Monday to Saturday.

- (b) Where the implementation of a planned change is considered likely to cause a disruption of more than ten minutes in duration, Vodafone shall use all reasonable efforts to provide notification of the possible disturbance (and an estimate of its duration and severity) at least twenty-four hours prior to the work being implemented.
- (c) Where the implementation of a planned change is considered likely to cause a disruption for less than ten minutes, prior notification shall not be given.

4.6 **Relocation:** Vodafone reserves the right exercisable from time to time upon not less than three (3) months' written notice to Customer to relocate a Data Fixed Link. In the event that any such relocation results in additional cost to Customer for engineering works necessary in order to facilitate such relocation then Vodafone shall reimburse to Customer a reasonable amount in respect of such additional costs properly incurred. Customer shall upon request provide to Vodafone receipts and other documentation as Vodafone may require in support of any claim for any such reimbursement. Vodafone shall have no liability to Customer in respect of any such relocation and in particular (but without limitation) Vodafone shall not be liable in respect of any increase in any rental or other periodic charges payable by Customer in respect of the Fixed Link Access Systems as a result of any such relocation.

4.7 **Vodafone's general powers:**

- (a) Vodafone may in an emergency, suspend the Data Fixed Link temporarily in order to provide or safeguard service to a hospital or to the emergency, or other essential services.
- (b) Vodafone may temporarily suspend the Data Fixed Link for the purpose of alteration of Fixed Equipment to permit the passage of vehicles with abnormal loads.
- (c) Vodafone may temporarily suspend the Data Fixed Link for the purpose of repair, maintenance or improvement of any telecommunication systems and Fixed Equipment.
- (d) Vodafone may give Customer instructions about the use of the Data Fixed Link, which Vodafone thinks, are in the interests of health, safety or of the quality of the Service to Vodafone's other customers.
- (e) Whenever possible, Vodafone shall give Customer as much notice as reasonably possible before executing any of the events as set out within this clause **Error! Reference source not found.** and Vodafone shall restore the Data Fixed Link Connection as soon as possible after temporary suspension.

4.8 **Vodafone's Fixed Equipment:** The following will apply where Vodafone provides Fixed Equipment for Customer's use with the Service:

- (a) **Customer Obligations:** Customer agrees to:
 - (i) provide secure storage for any Fixed Equipment that is sent to Customer Sites prior to installation and be responsible for any Fixed Equipment placed within the boundary of Customer's Site(s) or Customer's agents' premises;
 - (ii) use the Fixed Equipment only for the purpose of using the Services, in accordance with Vodafone's instructions and Applicable Law;
 - (iii) allow only Vodafone's authorised representatives to add to, move, modify, inspect, test or alter the Fixed Equipment (either on Customer Site or remotely);
 - (iv) notify Vodafone immediately of, loss, breach or suspected breach or damage to the Fixed Equipment (except for fair wear and tear) and pay Vodafone's Charges for its replacement and/or repair;
 - (v) provide Vodafone with adequate power supply, connection, Data Fixed Link Connection points and space for the Fixed Equipment at Customer Site(s) at its own cost; and
 - (vi) when Vodafone's work is completed, be responsible for putting items back and for any necessary re-decoration.

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- (b) **Equipment Indemnity:** Customer shall indemnify Vodafone against:
 - (i) any loss of or damage to any Fixed Equipment on a Customer Site caused by any negligent act or omission or wilful misconduct of Customer, its employees, agents or subcontractors.
 - (ii) any and all liability and costs which Vodafone suffers if Customer breaches 4.8(a) above.

4.9 Permission to Enter Customer Site:

- (a) **Customer Obligations:** For the purposes of preparing for and delivery of the Services, Customer shall:
 - (i) prepare the Customer Site for the Services in accordance with Vodafone's instructions;
 - (ii) allow and/or have in place (or assist Vodafone to do so at Customer's cost) all third party consents necessary to allow Vodafone or its subcontractors and agents (and obtain consents from third parties to allow) to:
 - (A) access the Customer Sites, and any Equipment, Fixed Equipment and third party property located there, as Vodafone reasonably requires to perform its obligations under this Agreement (including for the purposes of installing and uninstalling Equipment and/or Fixed Equipment (whether in the Customer Sites or outside) and providing and preparing for the provision of, the Services) and including access outside Working Hours; and
 - (B) ensure that Customer Sites are safe and have a suitable working environment.
- (b) **Vodafone Obligations:** Vodafone shall comply with any reasonable Customer access and security procedures for Customer Sites which are made known to it.
- (c) **Ancillary Charges:** Vodafone may charge Customer for Ancillary Charges or any additional costs Vodafone incurs as result of any breach of the above Customer Obligations.

4.10 Liaison and Co-operation:

- (a) The Parties shall consult from time to time on issues relating to the operation of the Data Fixed Link Service and apply all reasonable efforts to resolve any problems identified as a result of such consultation or otherwise encountered under or in relation to the Data Fixed Link Service.
- (b) Customer shall comply with all reasonable directions and operational and administrative guidelines and procedures and codes of practice issued or specified by Vodafone from time to time in so far as they relate to the Vodafone systems, the Customer System or the Fixed Link Access System. Customer shall provide Vodafone with reasonable assistance and shall provide Vodafone promptly with all information Vodafone may reasonably request, including information about the Customer System and the specifications and signalling of the Customer System and any telecommunications system or item of Fixed Equipment connected to the Customer System.
- (c) Customer shall, upon written request from Vodafone, provide facilities to enable Vodafone to inspect the Customer System and any Fixed Equipment connected to it and to have Data Fixed Link Access to the Customer Site for such purposes.

- 4.11 **Capacity Management:** On request from Customer Vodafone shall perform analysis and advise when the traffic volumes on the Data Fixed Link have the potential to cause excessive congestion. Customer shall be responsible for ordering additional capacity. Vodafone reserve the right to decline Customer Orders for additional Data Fixed Links if traffic volumes measured on the existing Data Fixed Links are deemed not to justify the additional capacity.

- 4.12 **Termination:** Customer shall have the right to terminate the Data Fixed Link Service by giving Vodafone ninety (90) days' written notice of termination.

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Service Levels

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1. Service Performance

- 1.1 The Data Fixed Link Service has been designed to the criteria and availability as set out in the table below.
- 1.2 Actual performance is dependent upon many variables including the performance of components that lie outside the control of Vodafone, including the Customer Edge Router and Customer System. Availability is not guaranteed or measurable for the Data Fixed Link provided to Customer. Availability is included in these Service Specific Terms solely as a means of describing the service level Customer should expect.

Service feature	Target Availability
Data Fixed Link	99.85%

- 1.3 On request from Customer Vodafone shall perform analysis and advise when the traffic volumes on the Data Fixed Link have the potential to cause excessive congestion during the busy hour. Customer shall be responsible for ordering additional capacity. Vodafone reserves the right to decline Customer Orders for additional Data Fixed Links if traffic volumes measured on the existing Data Fixed Links are deemed not to justify the additional capacity.

2. Incident Management

- (a) Vodafone shall assign a priority level to restore each Incident depending on the impact to the Data Fixed Link Service. Vodafone shall exercise all reasonable efforts to remedy the Incident within the restoration time as set out in the table below.
- (b) Vodafone shall undertake to resolve Incidents in the sequence of their priority where there is a conflict of resource.

Priority	Description	Explanation	Restoration Time
1	Total loss of Customer's Data	(a) Loss of all capacity within the Data Fixed Link in both directions which has not been provided with either the alternative routing or resilience options; or (b) Loss of all capacity within the Data Fixed Link which has been provided with either the alternative routing or resilience options and the applicable option has also failed.	Up to 6 Working Hours
2	Partial loss of Customer's Data	Loss of some capacity within a Data Fixed Link or a reduction in connection success rate in one or both directions.	Up to 24 Working Hours
3	Minor reduction or impairment of the Data Fixed Link Service	Impairment of Data Fixed Link features or options.	Up to 5 Working Days

- (c) The criteria for a satisfactorily resolved Incident requires Vodafone to have completed the Incident investigation (which shall continue even outside Working Hours) and to have cleared the Incident off of the Vodafone Data Fixed Link sub-system. To investigate certain Incidents, Vodafone may require the assistance and co-operation of Customer. During periods of the investigation, when Vodafone is waiting for the assistance and co-operation of Customer or its representative, the time is not considered attributable to Vodafone.



Definitions

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The following definitions are applicable to the Service:

Connecting Point	a block terminal, a socket for removable plug, a distribution frame or any other device, supplied, installed and maintained by Vodafone at the Point of Access to facilitate the Fixed Link Connection of Equipment to the Network.
CPE (customer premises equipment)	Fixed Equipment on Customer Site.
Customer Edge Router	the electronic equipment provided by Vodafone to interface the Data Fixed Link Service to the Customer System.
Customer System	the private network or telecommunications system operated by Customer to be connected to the Network by means of the Fixed Link Access Systems and which Customer is permitted to run.
Data Fixed Link	a connection between the Network and the Customer System which allows internet protocol data to be sent to and from the customer local area network and the Vodafone Network (the Service as set out within these Service Specific Terms).
Fixed Equipment	hardware, Vodafone Software, CPE and any other tangible equipment (other than SIMs and Mobility Equipment) supplied by or on behalf of, Vodafone to Customer for use in receiving the Services.
Fixed Link Access	the installation and running of any telecommunication system (whether a private leased circuit or otherwise) which is connected to both the Network and Customer's System and which is used to convey signals and conveyed by means of both that Network and Customer's System and which either originate or terminate on Customer's System.
Fixed Link Access Systems	those telecommunications systems to be procured by Customer for Fixed Link Access and shall include all Fixed Link Connections between such systems and the Network.
Fixed Link Connection	the connection of the Fixed Link Access Systems to the Network
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.
Point of Access	the point at a particular place designated by Vodafone where the Network and the Fixed Link Access Systems are (or are to be) connected.
Private APN	the access point name dedicated to the Data Fixed Link.