

Service Specific Terms

Dedicated Internet Access Service

Vodafone Business Customers



1. The Service - Overview

- 1.1 The Vodafone Dedicated Internet Access Services provide Customer with symmetrical access to the public internet either over dedicated access bearers, shared access bearers, or directly to Vodafone's IP-VPN network. The Service is provided using the Global Vodafone IP Backbone or a combination of the Global Vodafone IP Backbone and the Vodafone Global IP-MPLS Networks. The term "**Service**" or "**Services**" in these Service Specific Terms means the Internet Access Services (as further detailed in the Service Specification).

2. Service Term Structure

- 2.1 These Service Specific Terms include:
- (a) the service specification, which sets out a description of the Service including Service Elements and complementary Services (where applicable) (the "**Service Specification**"). The specific Service Elements selected by Customer will be set out in the Commercial Terms and/or Order; and
 - (b) the service levels and support services, 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 order of precedence set out in the General Terms:
- (a) the Commercial Terms;
 - (b) the General Terms;
 - (c) the Fixed Service Terms set out at www.vodafone.co.uk/terms;
 - (d) the Order, which confirms the Service Elements selected by/for Customer;
 - (e) the Tiered Support Service Specific Terms available at www.vodafone.co.uk/terms; and
 - (f) any applicable policies and guidelines, as provided from time to time by Vodafone.

3. The Service and Equipment

- 3.1 The Service offers Customer the option to purchase either a Wires Only Service package or a Managed Service package.
- 3.2 In addition to the Service package selected by Customer, the Service shall comprise:
- (a) Core Service Elements; and
 - (b) additional Optional Service Elements (where selected)
- Both Core Service Elements and Optional Service Elements shall be selected in the Commercial Terms and/or Order (as may be applicable). The Service Specification summarises the available Core Service Elements that are included in the price and the Optional Service Elements available for an extra charge.
- 3.3 Use of Managed Vodafone Supplied Router: Clause 3.1 of the Fixed Service Terms applies to Customer's use of Managed Vodafone Supplied Router.
- 3.4 Use of Customer Provided Router: Clause 3.2 of the Fixed Service Terms applies to Customer's use of Customer Provided Router.
- 3.5 Any Equipment purchased by the Customer will be identified as such in the Commercial Terms and/or Order and clause 4 of the General Terms shall apply.
- 3.6 **Managed Vodafone Supplied Router:** Where Customer elects to receive the Managed Service package, the following shall apply:
- (a) Vodafone obligations: Vodafone will:

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- (i) provide on-site fault diagnosis, if necessary, to identify Managed Vodafone Supplied Router or Software issues that are adversely affecting the Service;
 - (ii) provide on-site repair or replacement of Managed Vodafone Supplied Router or Software, where applicable;
 - (iii) and if necessary to resolve issues that are adversely affecting the Service in accordance with the Incident Management provisions within the Service Levels;
 - (iv) if during the Minimum Term or any Renewal Term, and in the event that repair is not possible and /or the Managed Vodafone Supplied Router becomes unsupported by the manufacturer, replace the Managed Vodafone Supplied Router with an equivalent supported router at Vodafone's discretion.
- (b) Customer will not (or attempt to allow anyone other than Vodafone (or Vodafone's representatives to) open, repair, maintain, modify or move the Managed Vodafone Supplied Router. Customer shall be responsible for any extra costs incurred as a result of not complying with this clause and Vodafone shall not be liable for any resulting impact on the Service.
- (c) **Purchase/Rental of the Router:**
 - (i) Vodafone will supply a Router to Customer using one of the following: (1) Vodafone purchases the Router and relevant Software and sells it to Customer in accordance with clause 3.1 of the Fixed Service Terms (title will pass on receipt by Vodafone of payment in full of the relevant Charges as set out in the Commercial Terms and/or Order and risk shall pass from date of installation); or (2) Vodafone rents the Router and required Software to Customer for minimum periods of 12, 24 or 36 months or another period agreed between the Parties (title shall remain with Vodafone and upon expiry of the Minimum Term or on termination of the Service, Vodafone reserves the right to arrange for collection of the leased Router from the Customer Site).
 - (ii) Vodafone will arrange for the Managed Vodafone Supplied Router to be delivered to the relevant Customer Site.
- (d) **Meraki Manufactured Equipment**
 - (i) Purchase of Meraki Manufactured Equipment is subject to Third Party Terms of Service, which the Customer must accept with no alteration or amendment. The Third Party Terms of Service are:-
 - (A) <https://meraki.cisco.com/support/#policies:tou>
 - (B) https://www.cisco.com/c/dam/en_us/about/doing_business/legal/OfferDescriptions/meraki.pdf
 - (C) https://www.cisco.com/c/en/us/about/legal/cloud-and-software/end_user_license_agreement.html
 - (D) <https://meraki.cisco.com/gdpr>
 - (E) <https://meraki.cisco.com/trust#privacy>
 - (F) <https://meraki.cisco.com/trust#subprocessors>
 - (ii) Meraki Manufactured Equipment will be supplied with a licence(s) equal to the Minimum Term, and will commence from the Service Commencement Date or 90 days after the Agreement Start Date (which ever is sooner).
 - (iii) There is no automated renewal. It is the Customers responsibility to purchase any licence extension required to continue operation of the Meraki Manufactured Equipment beyond the last day of the Minimum Term or Renewal Term, this being the earlier of:
 - (A) the Service Commencement Date plus the Minimum Term; or
 - (B) 90 days after the Agreement Start Date plus the Minimum Term.
 - (iv) Customer must purchase any licence extensions no later than 30 days before the earlier of the aforementioned dates in this clause. Vodafone will not be liable for any disruption of the Service, caused by Customers failure to extend the licence

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- (v) Meraki, LLC (a member of the Cisco Systems, Inc. group of companies) ("**Cisco Meraki**") will provide the following components of the Service to Customer:
 - (a) Proactive monitoring via the Cisco Meraki Portal/Dashboard.
 - (i) To deliver the Service, Vodafone will use the Cisco Meraki Dashboard (Dashboard) to monitor the status of devices, manage deployment of devices and set granular user, device and application policies. This system will also be used to diagnose the cause of incidents and to make changes as requested by Customer.
 - (ii) Vodafone will provide Customer with access to the dashboard which allows Customer to monitor its devices over the Internet and provides Customer with organisation-wide reporting information including license status, device counts and network health, including whether devices are alerting or offline.
- (vi) Authorisation: Customer hereby expressly authorises Vodafone to:
 - (A) act on its behalf as agent of Customer, for the limited purpose of Installing software, agreeing and binding the Customer to any applicable Third Party end user licensing terms (including the Meraki DPA); and
 - (B) enable Dashboard API access allowing Vodafone to configure Meraki Manufactured Equipment and perform service maintenance including but not limited to device status monitoring, device configuration conformity and inventory management.

4. Service Specific Conditions of Use

- 4.1 **PSTN connection:** Customer shall not (and shall ensure that its Users shall not) connect or seek to connect the Services to the public switched telecommunications network (PSTN) where prohibited by Applicable Law (for example, in Turkey, Egypt and the UAE).
- 4.2 **Third Party Provider:** Where required by Applicable Law, the Service may be provided in a given country by a Third Party Provider. Customer shall be aware that in certain geographic locations, Vodafone will provide the Services through the use of a local Third Party Provider ("**Third Party Provider Supplied Internet Access Services**").
- 4.3 **Regulated Items:** The export and/or import of certain Vodafone provided hardware and software (including, without limitation, the NTE if provided with Ethernet access, and any Managed Vodafone Supplied Router where contracted for) ("**Regulated Items**") is subject to domestic and/or foreign government export and/or import laws, rules, policies, procedures, restrictions and regulations ("**Export/Import Controls**"). Customer represents and warrants the following for Regulated Items: (a) Customer will export, import and/or disclose them only in strict compliance with applicable Export/Import Controls; and (b) Customer will not try in any manner to evade US or any other jurisdiction's export controls on encryption. Customer acknowledges that the Export/Import Controls may include a complete prohibition on the export, re-export, import and/or use of a Regulated Item in certain jurisdictions thereby precluding the use of Internet Access Services in these jurisdictions.
- 4.4 **Access Circuits:** Vodafone will not be liable for any degradation of performance by, or fault to, the Access Circuit that occurs as a result of, or in connection with, technical limitations beyond Vodafone's control.
- 4.5 **DNS:** Notwithstanding the assistance provided by Vodafone regarding DNS services as set out in the Service Specification, Customer is responsible for ensuring that Customer has all necessary rights or licences to use Customer Domain Names or that Customer have all necessary rights and consents to have them registered. .gov.uk Customer Domain Names have additional terms provided by UK Government, Central and Digital Data Office which Customer must comply with. The terms, as may be updated from time to time, are detailed at the following link www.gov.uk/guidance/additional-terms-for-govuk-agreements.
- 4.6 **IP Address and Autonomous System Numbers ("ASNs"):** IP Addresses and ASNs that Vodafone make available for Customer are not owned by Vodafone and they are subject to availability and to recall and suspension by the relevant authorising bodies.
- 4.7 **Blackholing:** If Vodafone detects a DoS or DDoS attack that is impacting the Vodafone IP Backbone and its ability to provide services to other customers, it reserves the right to block traffic to the affected IP address(es)

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under DoS or DDoS attack in order to protect the Vodafone Network until such time as the attack has been resolved and/or mitigated ("Blackholing"). If Customer requests Vodafone to Black Hole specific IP Addresses or an IP Address range belonging to Customer's network. Customer may request to control the activation of Black Holing using the Service Change Request Procedure. If Blackholing results in the loss of traffic to the IP address(es) under attack. Vodafone is not responsible for any losses related to such Blackholing

- 4.8 **Providing Service over Existing Global IP-MPLS Network Access Bearers:** Customer may use an existing Global IP-MPLS Network Access Bearer (also referred to as existing MSAB (Multi-Service Access Bearer) within the Service Specification) for its IP-VPN Service also for Dedicated Internet Access. In this case, if Customer terminates the IP-VPN Service at the Customer Site, then the associated Dedicated Internet Access Service at that Customer Site will also terminate.
- 4.9 **Classes of Service:** If Vodafone does not provide Managed Vodafone Supplied Routers, Customer is responsible for configuring the Customer Provided Router in accordance with the relevant CoS codes. Failure to do so will prevent the CoS profile from working and Vodafone shall have no liability in respect of such a failure.
- 4.10 **Bring your own Backup:** Vodafone accepts no responsibility for the failure of any method of backup connection under these Service Specific Terms including but not limited to:
- (a) incidents, interworking and service performance concerns where Customer has elected either Third Party or other Vodafone services are used for the Bring your own Backup;
 - (b) services including purchase of 4G dongle or broadband equipment, Customers initial and ongoing setup, connectivity to Managed Vodafone Supplied Router, ongoing service payment for mobile data or broadband service, where Customer has elected to use services from a Third Party;
 - (c) ordering, provisioning, billing, incident management and extension of the Vodafone broadband or mobile data service where the Customer has elected to use a Vodafone broadband or mobile data service. Those services will be solely managed under their own Service Specific Terms.

5. Service Change Request Procedure

- 5.1 Any Changes to the Service, including ordering additional Services or amending an existing Service, shall be subject to the following service change request procedure ("**Service Change Request Procedure**"):
- (a) If either Party wishes to propose a change, it shall notify the other Party of that fact by sending a written request to the other Party's account manager, specifying in as much detail as is reasonably practicable the nature of the requested change.
 - (b) As soon as reasonably practicable after sending or receiving a written request for a change, Vodafone shall provide Customer with a brief written proposal in relation to the relevant change (a "**Change Control Proposal**") including, where applicable, the following information: (i) details of the proposed change and its impact on the Service including, without limitation, any changes to the Service, Service Levels and any other variations to this Agreement; (ii) a statement of the cost and expense of implementation and on-going operation of the relevant change, including any alteration of the charges or additional charges relating to the proposed change; (iii) a timetable for the implementation of the change; and (iv) details of the impact, if any, of the proposed change on any existing Services.
 - (c) Customer shall review Vodafone's Change Control Proposal as soon as reasonably practicable and will either accept or reject the proposed Change Control Proposal. If the Parties agree with the proposed Change Control Proposal, they shall issue an amendment to the Agreement authorising the change in the form of a change Order.
 - (d) If it is necessary to use additional resources or to incur any other additional costs in making a change, they shall be calculated as a change to the Charges. Vodafone shall have no obligation to commence work in connection with any change until a relevant change Order authorising a change is executed by the Parties in writing.
- 5.2 Where a new Customer Site is added via the Service Change Request Procedure or where a Configuration Change to an existing Customer Site has been approved via the Service Change Request Procedure, Vodafone will notify Customer of specific site requirements at the Customer Sites.

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6. Data Protection

6.1 Vodafone shall act as Data Controller save:

- (a) where Customer opts to use the Meraki Manufactured Equipment (the "Processor Services").

6.2 Where 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 (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 6 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 in line with clause 6.2 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.

6.4 **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: (i) 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

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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 6.4 amends or varies those Transfer Contract Clauses nor affects any data subject or supervisory authority's rights under those clauses; and (ii) be responsible for reviewing the information made available by Vodafone and making an independent determination if the Services meet the Customer's requirements and legal obligations as well as its obligations under this clause.

- 6.5 **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 the 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.
- 6.6 **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.
- 6.7 **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 Specification

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[NOTE: SERVICE SPECIFICATION IS AVAILABLE ON REQUEST]

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Service Levels



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1. Service Standards

1.1 Incident Management

- (a) Vodafone shall carry out Incident management as part of the Internet Access Services which aims to restore service operation to within applicable agreed Service Levels and minimise the adverse impact of the Incident on Customer's business operations.
- (b) Customer shall appoint primary and secondary points of contact responsible for reporting and progressing Incidents.
- (c) Customer may report an Incident through Customer Service Centre operated by Vodafone on a 24/7 basis) by following Vodafone's Incident reporting process after having conducted appropriate investigations to establish its cause before reporting an Incident, including all initial troubleshooting activities previously specified by Vodafone.
- (d) In such instance, Customer shall: (i) provide Vodafone with Incident Information (as defined in clause 1.2 below); (ii) reimburse Vodafone for reasonable expenses associated with a Customer Site visit where the Incident is found by Vodafone to be unrelated to the Services; (iii) permit Vodafone to interrupt the Service at the Customer Site to resolve a Severity Level 1 or 2 Incident ((as applicable), failing which it shall be downgraded to a Severity Level 3 Incident); and (v) whenever possible, give Vodafone 10 calendar days' notice of any event (including, but not limited to, building work necessitating disconnection of power) that will disrupt the Internet Access Services.

1.2 Incident Information

- (a) **"Incident Information"** shall include (i) Customer name and full contact details; (ii) the physical location(s) of the Incident; (iii) the Sites affected by the Incident (if relevant); (iv) relevant identifiers such as web site, IP address, hardware reference; (v) details of circuit reference numbers, Services provided at the Customer Site, status of physical connections to the Router, status of power supply, confirmation that a re-start of the Router has been attempted; and (vi) any other details that may be relevant to diagnosis of the Incident (including symptoms, events or actions leading up to the Incident, any tests carried out in attempting to isolate the problem, any environmental conditions that may be causing the Incident).
- (b) Customer shall procure such co-operation from the end-users and from any of its third party providers as is reasonably requested by Vodafone to assist in the management of Incidents.
- (c) Vodafone shall: (i) raise a Trouble Ticket; (ii) track the Trouble Ticket through to closure; (iii) categorise the Severity Level of the Incident; (iv) keep a record of the Incident; (v) investigate, carry out diagnostic activities; and (vi) where possible, resolve the Incident.

1.3 Incident Commencement and Resolution Rules.

- (a) The Incident shall be deemed to: (i) commence when Vodafone raises a Trouble Ticket; and (ii) end when Vodafone advises Incident resolution. Customer will be deemed to have been advised if Vodafone has made reasonable attempts to contact Customer.
- (b) Vodafone will provide Customer with proactive monitoring of the Internet Access Service, to the Service Demarcation Point for a range of alarms which indicate to Vodafone that there is a Severity Level 1 or 2 Incident impacting the Internet Access Service. The specific alarms, for which Vodafone proactively monitor, together with Vodafone's monitoring policies, are as set out in the Service Specification.

1.4 Outages. Outages to the Internet Access Services and/or equipment may be necessary from time to time. Vodafone will: (i) use reasonable endeavours to give Customer as much notice as reasonably possible of any Outage, which will affect the availability of the Internet Access Services; and (ii) use reasonable endeavours to minimise the number of Outages and any subsequent disruption to Customer. Customer is responsible for notifying the Users, customers or third party providers of any Outage.

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2. Severity Levels

Severity Level	Internet Access Service
1	Total loss of Internet Access Service (at either one Customer Site or multiple Customer Sites).
2	Partial loss of the Internet Access Service (at either one Customer Site or multiple Customer Sites) which, as assessed by Vodafone, has a significant detrimental effect on Customer's ability to perform normal communications but which does not represent a total loss of the Internet Access Service, including for example the following circumstances where they have this effect: (a) If Customer has ordered a resilient service, loss of resilience at one or more Customer Sites (meaning a loss of any of the primary or resilient service).
3	Degradation of Internet Access Service performance. This includes all Severity Level 2 Incidents in respect of which Vodafone have not been granted access to the relevant Customer Site or where Vodafone have not been able, for any reason outside of Vodafone's reasonable control, to take down the service in order to restore normal service.
4	All non-service affecting Incidents.

3. Service Levels

3.1 Availability

Service Configuration at relevant Customer Site	Percentage availability at the Service Demarcation Point of each Customer Site (P)
Single Service No Resilience	99.90%
Resilient Service Dual Parent (Diverse Internet Edge Routers)	99.95%
Resilient Service Dual Parent (Fully Diverse)	100%
<p>Calculation:</p> <p>Service availability at the Service Demarcation Point for each Customer Site will be calculated as follows:</p> $P = \frac{A - B}{A} \times 100\%$ <p>where:</p> <p>P = percentage availability</p> <p>A = number of minutes in the relevant Annual Measurement Period</p> <p>B = number of whole minutes during which the Internet Access Services are Unavailable in the Annual Measurement Period, excluding time where the Internet Access Services are Unavailable due to: (i) Outages; (ii) an Excluded Event; (iii) a failure at the other Customer Site; (iv) a failure in relation to a Third Party Provider Supplied Internet Access Service or (v) any failure of a Customer Provided Router.</p> <p>This Availability Service Level only applies to Internet Access Services provided at those Customer Sites directly connected to Vodafone's Global IP-MPLS Network or Internet Edge Router. The Availability Service Level does not apply to Third Party Provider Supplied Internet Access Services or Network Based Internet Access.</p> <p>This Availability Service Level is measured as the percentage of time the Internet Access Service is available at the Service Demarcation Point of each Customer Site in an Annual Measurement Period.</p>	

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Unavailable or Unavailability means a Customer Site cannot access the Vodafone IP Backbone, unless the unavailability arises out of, or in connection with, any of the following:

- a) an Outage;
- b) an Excluded Event;
- c) a failure at the other Customer Site; or
- d) any failure of a Customer Provided Router.

The period of Unavailability shall be measured in accordance with the **Incident Commencement and Resolution Rules** set out in clause 1.3 above.

3.2 Incident Resolution Time

Severity Level of Incident	Incidents affecting Customer use of all other aspects of the Internet Access Services
1	5 hours
2	5 hours
3	Reasonable endeavours
4	Reasonable endeavours

The Incident resolution time Service Level does not apply to Third Party Provider Supplied Internet Access Services.

Where a Vodafone Supplied Router is located above 3 metres from the floor level or in a difficult or dangerous to reach location, the Incident Resolution Time will be reasonable endeavours for all Severity Levels. A charge to cover the use of specialised expertise, for example climbers/ riggers, or the hire of specialised equipment, for example a cherry picker, may be levied where such situations occur.

Incident resolution time will be measured as the length of time taken by Vodafone to resolve an Incident calculated as the number of whole hours between the time Vodafone opens a Trouble Ticket for the relevant Incident and the time Vodafone confirms to Customer that the Incident is resolved in accordance with the Incident Commencement and Resolution Rules set out in clause 1.3 above. The Customer will be deemed to have been advised if Vodafone has made reasonable attempts to contact the Customer. The Incident resolution times do not apply to Incidents caused by or associated with an Excluded Event.

3.3 Service Degradation

Monthly average Network Latency and Packet Loss Service Levels		
Region	Parameters	Service Level target
Europe	Network Latency (ms)	35
	Packet Loss (%)	0.2
Europe UK	Network Latency (ms)	20
	Packet Loss (%)	0.2
Europe North America	Network Latency (ms)	90
	Packet Loss (%)	0.2
Europe Asia	Network Latency (ms)	310
	Packet Loss(%)	0.2
UK	Network Latency (ms)	35
	Packet Loss(%)	0.2

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UK North America	Network Latency (ms)	90
	Packet Loss (%)	0.2
UK Asia	Network Latency (ms)	210
	Packet Loss (%)	0.2
North America	Network Latency (ms)	65
	Packet Loss (%)	0.2
North America Asia	Network Latency (ms)	165
	Packet Loss(%)	0.2
Asia	Network Latency (ms)	90
	Packet Loss(%)	0.2

This Service Degradation Service Level applies to the Network Latency and Packet Loss performance of the Vodafone IP Backbone. The Service Degradation Service Level does not apply to Third Party Provider Supplied Internet Access Services.

Network Latency - measures the amount of time that it takes for data to travel between specific Primary IP Backbone Nodes, and back, on the Vodafone IP Backbone within each Region and between Regions.

The Service Level performance for Network Latency will be calculated as follows: (i) within a Region - by taking an average of the average monthly Network Latency performance for all routes between Primary IP Backbone Nodes within that Region; and (ii) between two Regions - by taking the monthly average Network Latency of the two Primary IP Backbone Nodes with the lowest Network Latency between those Regions.

Packet Loss measures the percentage of data that is lost during the transit of data between specific Primary IP Backbone Nodes on the Vodafone IP Backbone within each Region and between each Region.

The Service Level performance for Packet Loss will be calculated as follows: (i) within a Region - by taking an average of the average monthly Packet Loss performance for all routes between Primary IP Backbone Nodes within that Region; and (ii) between two Regions - by taking the monthly average Packet Loss for all routes between Primary IP Backbone Nodes between those Regions.

The Service Level targets for Network Latency and for Packet Loss may vary from time to time. Vodafone will notify Customer when this happens. Changes to these targets that are beneficial to Customer, (ie where the target increases), will apply as soon as Vodafone announce them. In all other circumstances the changes shall apply with effect from such date as Vodafone may notify to Customer, or if Vodafone has not notified Customer of such a date then they shall apply automatically from the start of the following Renewal Term.

4. Service Credits

- 4.1 Customer must claim all Service Credits via the Vodafone account manager within 30 days of the end of the relevant Measurement Period.
- 4.2 Customer shall not be entitled to Service Credits for any failure or delay relating to: (i) intermittent Incidents which do not prevent the use of the Internet Access Services; (ii) an Excluded Event; (iii) a failure in relation to a Third Party Provider Supplied Internet Access Services or (iii) for an Incident caused by Customer or the User.
- 4.3 In the event that one incident causes Vodafone to fail two or more Service Levels, Vodafone shall only be liable to pay Service Credits in respect of failure under one Service Level (representing the greater Service Credits of the relevant failures).
- 4.4 Service Level credits as set out in these Service Specific Terms shall be Customer's sole and exclusive remedy against Vodafone in respect of any failure in Service performance even where Vodafone is made aware of the likely loss incurred by Customer for such failure.

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- 4.5 Vodafone shall not be liable for any failure of the Services to meet the specified Service Levels to the extent that such failure is due to the Customer Site access referred to in Customer Obligations not being granted, or any other act or omission by Customer which prevents Vodafone from performing the Services, or is a direct result of any interruptions or maintenance activities agreed with Customer.
- 4.6 Any Service Credits will be applied to Customer's next bill after agreement that such Service Credits are due.
- 4.7 **Calculation of Service Credits**

(a) Availability

Number of hours beyond target in the Annual Measurement Period during which the Internet Access Service is Unavailable	Single Service No Resilience	Resilient Service Dual Parent (either with Diverse Internet Edge Routers or Fully Diverse)
Between 1 and 15 hours inclusive rounded up to the nearest hour	2.5% of one month's worth of the monthly Recurring Charges for each affected Customer Site per hour	5% of the monthly Recurring Charges for each affected Customer Site per hour
More than 15 hours	50% of one month's worth of the monthly Recurring Charges for each affected Customer Site	100% of the monthly Recurring Charges for each affected Customer Site

Where the number of hours during which the Internet Access Service is Unavailable exceeds 15, Customer is only entitled to claim the Service Credits set out in the table above for "More than 15 hours"; Customer is not entitled to claim Service Credits for the period between 1 and 15 hours as well.

(b) Incident Resolution Time

Number of hours beyond the relevant target timescale that the Severity Level 1 or 2 Incident remains unresolved in the relevant Monthly Measurement Period	Service Configuration	
	Single Service No Resilience; or Resilient Service Dual Parent (Diverse Internet Edge Routers)	Resilient Service Dual Parent (Fully Diverse)
Between 1 and 15 hours inclusive rounded up to the nearest hour	2.5% of the monthly Recurring Charges for the affected Customer Site per hour	5% of the monthly Recurring Charges for the affected Customer Site per hour
More than 15 hours	50% of the monthly Recurring Charges for the affected Customer Site	100% of the monthly Recurring Charges for the affected Customer Site

Service Credits are not payable in respect of Severity Level 3 or 4 Incidents.

Where the number of hours beyond the relevant target timescale that the Incident remains unresolved exceeds 15, Customer is only entitled to claim the Service Credits set out in the table above for "More than 15 hours"; Customer is not entitled to claim Service Credits for the period between 1 and 15 hours.

(c) Delay of Agreed Delivery Date for a new Customer Site or Hard Configuration Change to an existing Customer Site due to an act or omission by Vodafone. In respect of Customer Sites directly

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connected to the Vodafone IP Backbone, if the Agreed Delivery Date for a new Customer Site or Hard Configuration Change to an existing Customer Site is delayed due to an act or omission by Vodafone, Customer may be entitled to a Service Credit. The applicable Service Credit shall be calculated in accordance with the following table:

Delay in Agreed Delivery Date of:	Number of Working Days	Service Credit (% of the Installation Charge for the affected Customer Site)
New Customer Site or existing Customer Site with a suitable Existing Global IP-MPLS Network Access Bearer	1 to 10	5%
	11 to 20	20%
	>20	25%
Vodafone's total liability for the applicable Service Credit shall not exceed 25% of the Installation Charge for the Internet Access Service at that Customer Site.		
The Installation Charge for this purpose will: (i) include Vodafone's standard charge; and (ii) exclude any additional charges due to specific Customer Site requirements e.g. additional construction charges.		
Service Credits under this clause 4.7(c) are not payable where Vodafone's failure or delay is (1) attributable to an Excluded Event; (ii) arises as a result of a request by Customer for an expedited delivery of the Internet Access Services; or (iii) relates to a Third Party Provider Supplied Internet Access Services.		

(d) Service Degradation

- (i) Where Vodafone fail to meet the Service Level targets for Network Latency or for Packet Loss in any Measurement Period then Customer will be entitled to claim a fixed total Service Credit equal to 3 x 1/30 of the monthly Recurring Charge payable in respect of the affected Internet Access Services at the relevant Customer Site.
- (ii) Service Credits shall not be payable:
 - (A) in respect of the period of time before the start of the first full calendar month following the Service Commencement Date; or
 - (B) where the Service Level was not achieved during an Outage or as a result of the occurrence of an Excluded Event.

(e) Black holing

- (i) If Vodafone fails to apply the appropriate traffic blackholing filters in the IP Backbone within 30 minutes of notification (**'Black holing Failure'**), Customer will be entitled to claim a Service Credit if:
 - (A) a Blackholing Failure occurs during a calendar month; and
 - (B) Customer requests a Service Credit in writing not later than 30 days after the end of the calendar month during which the Blackholing Failure occurred,
- (ii) then Vodafone will issue a Service Credit equal to 3 x 1/30 of the monthly Recurring Charge payable in respect of the affected Internet Access Services at the relevant Customer Site.

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The following definitions are applicable to the Services:

Access Circuit	a circuit which connects a Customer Site to the Global IP-MPLS Network and onwards to an Internet Edge Router on the Vodafone IP Backbone or connects directly between the Customer Site and an Internet Edge Router.
Access Method	the method of accessing the internet by Customer, either via an Access Circuit or via Network Based Internet Access.
Annual Measurement Period	the period of twelve (12) months from the Service Commencement Date or each anniversary of the Service Commencement Date thereafter (or a period of twelve months as otherwise agreed between the parties).
BGP	the border gateway protocol
Black Hole	to Black Hole traffic ('Black Holing') is to drop that traffic before it reaches its destination, done to avoid Denial of Service at the destination.
Blackholing Failure	the meaning set out in clause 4.7 of the Service Levels.
Burst Service Bandwidth	an amount of Service Bandwidth that Vodafone shall use reasonable endeavours to provide to Customer.
Committed Service Bandwidth	an amount of Service Bandwidth that Vodafone commit to provide to Customer.
Configuration Changes	Hard Configuration Changes and/or Soft Configuration Changes.
Core Service Element(s)	the core elements of a Service package as set out in the Service Specific Terms and/or Service Specification.
Customer Domain Name	the meaning set out in the Service Specification.
Customer Edge Router	a router to which the Access Circuit is connected at a Customer Site.
Customer Provided Router	a Customer Edge Router at a Customer Site that has been provided by Customer and is used with the Service and which is managed by Customer or by another service provider. The Customer Provided Router is not owned by Vodafone.
Customer Service Centre	Vodafone's dedicated service for managing Incidents. The contact details for the Customer Service Centre vary from service to service and from customer to customer, Vodafone will provide Customer with the Customer Service Centre contact details that are relevant to Customer's Services
Denial of Service	an interruption in an authorised user's access to a computer network caused with malicious intent
Distributed Denial of Services	an attack where multiple sources simultaneously perform a DoS against a common target
DDoS	Distributed Denial of Service
DNS	Domain Name Service and has the meaning set out in the Service Specification.
DoS	Denial of Service

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EFM	Ethernet First Mile which is a copper based Ethernet access technology which may be used to provide symmetric bandwidth access circuits of 2Mbps and greater
Excluded Events	<p>any of the following:</p> <ul style="list-style-type: none"> (a) a fault in, or any other problem associated with, non-Vodafone-supplied power, any Customer Provided Router, non-maintained structured cabling or other telecommunications systems not operated or provided by Vodafone; (b) the fault or Customer's negligence, act or omission or that of any third-party not within Vodafone's direct control; (c) Customer not performing or a delay in performing any of Customer Obligations; (d) 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; (e) service suspension or a Force Majeure event in accordance with the General Terms; (f) the inability or refusal by a third-party supplier to provide the Access Circuit at a Customer Site; (g) a Configuration Change in the process of implementation; (h) an Outage resulting from the actions or omissions of Customer or a third party on Customer's behalf; (i) 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 including any intermittent noise associated with access circuits using EFM access technology; (j) Network Latency and/or Packet Loss performance degradation, of the Internet Access Service caused by, or attributable to, the Access Circuit component; (k) where a Service Credit is claimed for late repair, the unavailability period relevant to this claim, will be excluded from the cumulative annual Service Availability calculation; or (l) any other circumstances caused by events for which Vodafone are not liable in accordance with the terms of the Agreement.
Existing Global IP-MPLS Network Access Bearer	means a last mile connection into the Customer Site from Vodafone's MPLS point of presence.
Export/Import Controls	the meaning set out in clause 5.2 of these Service Specific Terms.
Global IP-MPLS Network	the private, MPLS based, network with underlying transport owned by Vodafone.
Hard Configuration Change	<p>a change to the Internet Access Services provided to Customer that may include one or more of the following:</p> <ul style="list-style-type: none"> (a) transfer of service from one Customer Site to another; (b) migrating between physical Access Circuit options;

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	<p>(c) modifications requested by Customer to alter the Internet Access Services at a Customer Site requiring physical intervention;</p> <p>(d) physical movement of a Customer Site; or</p> <p>(e) the cessation of an Internet Access Service at a Customer Site.</p>
Incident	any fault or problem which affects the Internet Access Services provided to Customer, which is not: (i) an Excluded Event, (ii) a result of an Outage, (iii) a failure at the another Customer's Site; (iv) a failure in relation to Third Party Provider Supplied Internet Access Services; (v) any failure of the Customer Provided Router; or (vi) failure in relation to a Third Party Provider Supplied Internet Access Services.
Internet Edge Router ("IER")	a router on the Vodafone IP Backbone to which an Access Circuit connects to either directly or once it has traversed the Global IP-MPLS Network.
IP Address	a numerical label that is assigned to any device participating in a computer network that uses the public internet for communication between its nodes
ISP	Internet service provider
Managed	the Service package where Vodafone supplies, installs, maintains and manages the managed Vodafone Supplied Router as further outlined in clause 3.6 of these Service Specific Terms and the Service Specification.
Managed Object (MO)	a collection of IP Addresses that are monitored by the DDoS Mitigation Service using a common set of thresholds, attack countermeasures and alert destinations.
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 Internet Access Services).
Network Based Internet Access	the delivery of Internet Access to a Customer via a Secure Network Gateway to a customer's Vodafone provided IP-VPN Service.
Network Latency	as described in clause 3.3 of the Service Levels.
Network Termination Equipment" or "NTE"	a device used to terminate Customer's connection where Customer has Ethernet access.
Off-Net Access	access to the internet that is not provided over the Vodafone Network.
Optional Service Elements	means the elements of the Service which are optional as set out in the Service Specification.
Outage	a temporary and unavoidable interruption in service, which is necessary for Vodafone to carry out essential maintenance or network upgrades.
Packet Loss	as described in clause 3.3 of the Service Levels.
Primary IP Backbone Nodes	a specific node on the Vodafone IP Backbone as identified by Vodafone from time to time and notified to Customer.
Provider Edge Router	a router on the on the Global IP-MPLS Network to which an Access Circuit connects.

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Region	each of the regions detailed in clause 3.3 of the Service Levels.
Regulated Items	has the meaning set out in clause 4.3 of these Service Specific Terms.
Resilient Internet Access Services	has the meaning set out in the Service Specification.
Router	a router that is used in connection with the Service which may be either a Managed Vodafone Supplied Router or a Customer Provided Router.
Secure Network Gateway	the infrastructure used to provide Network Based Internet Access in conjunction with a Vodafone IP-VPN service. The Secure Network Gateways are connected to Vodafone's IP Backbone and Global IP-MPLS network.
Service Bandwidth	the level of bandwidth that may be available to Customer, which can be Committed Service Bandwidth or Burst Service Bandwidth.
Service Credits	the service credits payable by Vodafone to Customer in accordance with the provisions of these Service Specific Terms.
Service Demarcation Point	the access interface on the Managed Vodafone Supplied Router or Access Circuit.
Service Levels	the service levels which apply to the provision of the Service as set out in these Service Specific Terms.
Severity Level	a categorisation (as described in the table in clause 2 of the Service Levels schedule) of the severity of an Incident as determined by Vodafone in Vodafone's discretion.
Soft Configuration Change	a change to the Internet Access Services provided to Customer that does not constitute a Hard Configuration Change, including, without limitation, the following: <ul style="list-style-type: none"> (a) modifying or providing new IP Addresses; or (b) modifying the Committed Service Bandwidth provided over an Access Circuit.
Trouble Ticket	a record of an Incident with a unique reference allocated to it which shall be used for all subsequent updates and communications.
Vodafone IP Backbone	is collectively represented by Vodafone autonomous system Networks known as AS1273, AS6660 and AS2529.
Vodafone Supplied Router	<p>Cisco - a Customer Edge Router at a Customer Site that is provided and Managed by Vodafone. The Router is specifically a Cisco manufactured device from their ISR1100, ISR4000 or ASR-X range</p> <p>Meraki - a Customer Edge Router at a Customer Site that is provided and Managed by Vodafone. The router is specifically a Meraki manufactured device including MX Security Appliances, MR Access Points and MS Switches.</p>
Wires Only	Customer supplies, installs, maintains and manages the Customer Provided Router.

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