Service Specific Terms Vodafone Local Area Network (LAN) Service



Business Customers

1. The Service – Overview

- 1.1 The Vodafone LAN solutions comprise the following services:
 - (a) the Vodafone Maintained LAN Service is a service whereby Vodafone will maintain Customer's LAN by providing on-site support in the event of a LAN Equipment failure;
 - (b) the Vodafone Monitored LAN Service can be added to the Vodafone Maintained LAN Service, whereby Vodafone will monitor Customer's network and respond to any on-site calls using Vodafone's Maintained LAN Service;
 - (c) the Vodafone Managed LAN Service can be added to the Vodafone Maintained LAN Service and the Vodafone Maintained LAN Service together (but not one or the other), whereby Vodafone will be manage Customer's LAN;
 - (d) the Vodafone Maintained Wi-Fi Service is a service whereby Vodafone will maintain the wireless elements of Customer's LAN (the LAN may be provided by Vodafone or a third party) by providing on-site support in the event of a network failure;
 - (e) the Vodafone Monitored Wi-Fi Service can be added to the Vodafone Maintained Wi-Fi Service, whereby Vodafone will monitor the wireless elements of Customer's LAN (the LAN may be provided by Vodafone or a third party) and respond to any on-site calls using Vodafone's Maintained Wi-Fi Service;
 - (f) the Vodafone Managed Wi-Fi Service can be added to the Vodafone Maintained Wi-Fi Service and the Vodafone Maintained Wi-Fi Service together (but not one or the other), whereby Vodafone will be manage the wireless elements of Customer's LAN (the LAN may be provided by Vodafone or a third party)

(the "**LAN Solutions**"). The term "**Service**" or "**Services**" in these Service Specific Terms means the LAN Solutions.

2. Service Term Structure

- 2.1 These Service Specific Terms include:
 - (a) the service specification, which sets out a description of the Service, including optional Service Elements, complementary Services (where available), and may be updated from time to time (the "Service Specification"). The specific Service Elements selected by Customer will be set out in the Commercial Terms and/or Order;
 - (b) the service levels, which set out the standards that will be applied to the provision of the Service in addition to the standards set out in the Tiered Support Service Specific Terms (the "**Service Levels**").
 - (c) the Technical Prerequisites; and
 - (d) the Third Party Provider User License Terms.
- 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 available 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 <u>www.vodafone.co.uk/terms</u>; and
 - (f) any applicable policies and guidelines, as provided from time to time by Vodafone.

Service Specific Terms Vodafone Local Area Network (LAN) Service



Business Customers

3. The Service and Equipment

- 3.1 **Vodafone Maintained LAN Service:** The Maintained LAN service maintains Customer's LAN through the provision of cover for specific items and on-site support in the event of a LAN failure. It provides Customer with features and functionality as described in the corresponding section of the Service Specification.
- 3.2 **Vodafone Monitored LAN Service:** The Vodafone Monitored LAN Service provides proactive remote monitoring of designated Supported Equipment to identify service defects, respond to alerts and alarms and to maximise availability of the network infrastructure. It provides Customer with features and functionality as described in the corresponding section of the Service Specification.
- 3.3 **Vodafone Managed LAN Service:** The Managed LAN Service provides day-to-day configuration, change and inventory management, capacity management, operational availability and performance management. It provides Customer with features and functionality as described in the corresponding section of the Service Specification.
- 3.4 **Vodafone Maintained Wi-Fi Service**: The Maintained Wi-Fi service maintains the wireless elements of Customer's LAN through the provision of cover for specific items and on-site support in the event of a network failure. It provides Customer with features and functionality as described in the corresponding section of the Service Specification.
- 3.5 **Vodafone Monitored Wi-Fi Service**: Monitored Wi-Fi service extends as far as the wireless radio interface on the equipment concerned. Vodafone will ensure that no data can be transferred between any non-related Customer networks connected to the Vodafone Service centre. Vodafone will ensure that only management data/traffic will be transferred between Customer network and the Vodafone Service centre. It provides Customer with features and functionality as described in the corresponding section of the Service Specification.
- 3.6 **Vodafone Managed Wi-Fi Service**: Vodafone provides the Managed Wi-Fi Service in conjunction with the Third Party Provider(s) named in the Third Party Provider User License Terms. The Managed Wi-Fi Service provides Customer with wireless access points within Customer's premises and includes (i) 'out of band cloud management' where user traffic is separated from wireless access management traffic, (ii) a web-based dashboard giving Customer visibility into its network, devices and applications; (iii) access to location based analytics information and an API that allows analytics information to be shared with Customer systems and (iv) such other features and functionality as described in the corresponding section of the Service Specification.
- 3.7 The Service can be engaged to support newly acquired and legacy Equipment and Customer Equipment or for Customer's entire [LAN][WLAN] infrastructure. Supported Equipment may include, but not be limited to, [LAN switches][WLAN] controllers and wireless access points]. The Supported Equipment to be covered by a Service will be confirmed by Vodafone and detailed in the Commercial Terms and/or Order.
- 3.8 Following Vodafone's acceptance of the Order:
 - (a) Vodafone will assign one or more representatives to liaise with designated Customer representatives to oversee and manage progress to implement the Services; and
 - (b) prior to the Service Commencement Date Vodafone shall record details of the Equipment, Customer Equipment and configuration to prepare a list of all Supported Equipment.
- 3.9 **Inventory Management:** Vodafone will use reasonable endeavours to maintain an up to date inventory of the Supported Equipment in Vodafone's inventory system. This will include:
 - (a) device name;
 - (b) serial number;
 - (c) modules installed; and
 - (d) applicable service level.

Service Specific Terms Vodafone Local Area Network (LAN) Service



Business Customers

4. Service Specific Conditions of Use

- 4.1 If Customer moves Supported Equipment to a new Customer Site and requires continuance of the Services Customer must notify Vodafone in advance of such a move. Vodafone is under no obligation to provide the Services at the new Customer Site but will use reasonable endeavours to comply with Customer's request subject to agreement of Charges which may apply in relation the change of location.
- 4.2 **Structured cabling:** Except where Vodafone and Customer have entered into a separate agreement for the supply of structured cabling:
 - (a) structured cabling is not covered under the Services;
 - (b) Customer is responsible for the structured cabling;
 - (c) any faults resulting from a failure in Customer's structured cabling will be referred back to Customer; and
 - (d) moves and changes of structured cabling are not included as part of the Service.
- 4.3 **Support for end of life equipment:** Without prejudice to clause 4.5 of the General Terms, Vodafone may use reasonable endeavours to support Equipment that is 'end of life' provided that no Service Credits will apply in relation to such support.
- 4.4 **PSTN Connection:** Customer shall not (and shall ensure that Users shall not) connect or seek to connect the Services to the PSTN otherwise than in accordance with Applicable Law.
- 4.5 **Third Party Provider:** Where required by Applicable Law, the Services may be provided in a given country by a Third Party Provider which has the necessary authority to provide the Services. Customer shall be aware that in certain geographic locations, Vodafone will provide the Services through the use of a local Third Party Provider.

Service Specification



Business Customers

1. Vodafone Maintained LAN Service

1.1 Service Description:

- (a) The Maintained LAN service may be utilised to provide cover for specific items of Equipment or for an entire LAN infrastructure and can be engaged to support both newly acquired and legacy Equipment (whether purchased from Vodafone or a third party (subject to Vodafone's agreement).
- (b) Supported Equipment may include, but not be limited to, LAN switches. The Supported Equipment to be covered by Maintained LAN will be confirmed by Vodafone and detailed in the Commercial Terms and/or Order.
- (c) Vodafone will perform maintenance of Supported Equipment in accordance with the Service Levels.
- (d) If a Customer fault report is attributed to a bug for which the manufacturer has issued a fix, then Vodafone will install the bug fix or patch as part of the service restoration.

2. Vodafone Monitored LAN Service

2.1 Service Description:

- (a) The Vodafone Monitored LAN Service provides proactive remote monitoring of designated Supported Equipment to identify service defects, respond to alerts and alarms and to maximise availability of the network infrastructure.
- (b) Supported Equipment may include, but not be limited to LAN switches. The Supported Equipment to be covered by Monitored LAN will be confirmed by Vodafone and detailed in the Commercial Terms and/or Order.
- (c) The Monitored LAN service is designed to work in association with the Maintained and Managed LAN Services. Monitored LAN is only available when Maintained LAN service is purchased.
- (d) Vodafone will ensure that no data can be transferred between any non-related Customer networks connected to the Vodafone Service centre. Vodafone will ensure that only management data/traffic will be transferred between Customer network and the Vodafone Service centre.
- (e) Vodafone will perform remote monitoring of Supported Equipment in accordance with the Service Levels.
- (f) Vodafone will either resolve any identified incident or problem remotely where possible or escalate to the appropriate support team or third party supplier. If any on-site maintenance services are required, the Customer's Maintained LAN Service shall apply.
- (g) The operational status of each Supported Equipment device will be obtained either by polling or via an email status alert.
- (h) Vodafone will only monitor the operational status of devices included in the Supported Equipment list.
- (i) If an alarm has been caused by activities for which Customer is responsible (for example mains power failure without standby power, or disconnection of equipment), then Vodafone will ask Customer to give an estimated time of cessation of those activities. When Customer confirms the clearance time, Vodafone will endeavour to ensure that alarms have been cleared and devices have recovered.
- (j) Customer shall grant Vodafone management access to the Supported Equipment at each Site including, where applicable, via Customer's existing Vodafone IP-VPN. If Customer does not have a Vodafone IP-VPN, Vodafone will provide a connection to be used solely by Vodafone as a management circuit, at Customer's expense.
- (k) Customer acknowledges that service level targets for the restoration of equipment do not apply to the Monitored LAN service but apply to the Maintained LAN Service which Customer must take in conjunction with the Monitored LAN service.

Service Specification



Business Customers

2.2 Service Reporting:

(a) Vodafone provide data from the devices being monitored using a web portal. Data collected is in two categories:

Interface Role	Monitoring Service Type		
	Bronze	Silver	
Core	Excluded	Included	
Access	Excluded	Included	

- (b) All devices are polled and the following data collected:
 - (i) system data CPU Utilization, Memory Utilization and Buffer Utilization; and
 - (ii) interface-specific data Utilization IN/Out, Error IN/Out.
- (c) The reporting of data is dependent on the level of monitoring service taken by Customer as detailed in the table above.

3. Vodafone Managed LAN Service

3.1 Service Description:

- (a) The Managed LAN Service provides day-to-day configuration, change and inventory management, capacity management, operational availability and performance management.
- (b) Managed LAN is only available when provided with Monitored LAN and Maintained LAN services being purchased.
- (c) Managed LAN may be utilised to provide cover for specific equipment items or for an entire LAN infrastructure and can be engaged to support both newly acquired and legacy equipment. The Managed LAN Service applies to Supported Equipment as agreed between Vodafone and Customer from time to time.
- (d) Change Configuration and Management: Vodafone will record details of the infrastructure covered by Managed LAN in a secure configuration management database.

3.2 Software and configuration support:

- 3.3 Vodafone will conduct on-going assurance of the configuration of equipment that is appropriate and covered by Managed LAN. Vodafone will:
 - (a) maintain records of any changes to the build and configuration of the communications equipment; and
 - (b) maintain backup copies of configuration data for communications equipment.

Where appropriate, before and after any changes, configuration data and current operating system for the relevant element of communications equipment will be backed up for use in any disaster recovery activity.

3.4 **Software Support**

If a Customer fault report is attributed to a bug for which the manufacturer has issued a fix, then Vodafone will install the bug fix or patch as part of the service restoration for Managed LAN.

4. Vodafone Maintained Wi-Fi Service

4.1 Service Description:

- (a) The Maintained Wi-Fi service may be utilised to provide cover for specific equipment items or for an entire WLAN infrastructure and can be engaged to support both newly acquired and legacy equipment.
- (b) Supported Equipment may include, but not be limited to WLAN controllers and wireless access points. The Supported Equipment to be covered by Maintained Wi-Fi will be confirmed by Vodafone and detailed in the Commercial Terms and/or Order.

Service Specification



Business Customers

5. Vodafone Monitored Wi-Fi Service

5.1 Service Description:

- (a) Monitored Wi-Fi service extends as far as the wireless radio interface on the equipment concerned. The Supported Equipment to be covered by Monitored Wi-Fi will be confirmed by Vodafone and detailed in the Commercial Terms and/or Order.
- (b) The Monitored Wi-Fi service is designed to work in association with the Maintained and Managed Wi-Fi Services. Monitored Wi-Fi is only available when Maintained Wi-Fi service is purchased.
- (c) Vodafone will ensure that no data can be transferred between any non-related Customer networks connected to the Vodafone Service centre. Vodafone will ensure that only management data/traffic will be transferred between Customer network and the Vodafone Service centre.
- (d) The operational status of each Supported Equipment device will be obtained either by polling or via an email status alert.
- (e) Vodafone will only monitor the operational status of each devices included in the Supported Equipment list.
- (f) If an alarm has been caused by activities for which Customer is responsible (for example mains power failure without standby power, or disconnection of equipment), then Vodafone will ask Customer to give an estimated time of cessation of those activities. When Customer confirms the clearance time, Vodafone will endeavour to ensure that alarms have been cleared and devices have recovered.
- (g) Customer shall grant Vodafone management access to the Supported Equipment at each Customer Site including, where applicable, via Customer's existing internet connection. If Customer does not have an internet connection, Vodafone will provide a connection to be used solely by Vodafone as a management circuit, at Customer's expense.
- (h) Customer acknowledges that service level targets for the restoration of equipment do not apply to the Monitored Wi-Fi service but apply to the Maintained Wi-Fi Service which Customer must take in conjunction with the Monitored Wi-Fi service.

6. Vodafone Managed Wi-Fi Service

6.1 Service Description:

- (a) Vodafone provides the Managed Wi-Fi Service in conjunction with the third party supplier(s) named in the Third Party Provider User License Terms. The capabilities described below will only apply to services where the relevant third party supplier's access points and switches (devices) are provided.
- 6.2 The Managed Wi-Fi Service provides Customer with wireless access points within Customer's Sites.
 - (a) The Managed Wi-Fi Service includes:
 - (i) 'out of band cloud management' where user traffic is separated from wireless access management traffic;
 - (ii) a web-based dashboard giving Customer visibility into its network, devices and applications; and
 - (iii) access to location based analytics information and an API that allows analytics information to be shared with Customer systems.

6.3 **Customer's Obligations:**

- (a) Customer shall prepare "User Terms" governing use of the Services by Users and shall ensure that all Users accept the User Terms before accessing and using the Services and comply with the User Terms in relation to such use. The User Terms shall at a minimum contain provisions which:
 - (i) protect the intellectual property rights relating to the Services;
 - (ii) prohibit misuse of the Services;
 - (iii) oblige Users to keep secret and not disclose passwords and other security information used to access the Service;



Service Specification

Business Customers

- (iv) obtain the express consent of Users in relation to the processing of data including where applicable Personal Data for the purposes specified in these Service Specific Terms; and
- (v) include appropriate disclaimers and limitations of liability in relation to the Services including a disclaimer, to the extent permitted by applicable law, of implied terms relating to the Services.
- (b) For the purpose of clause 2.1(d) of these Service Specific Terms, Customer's use of the Managed Wi-Fi Service shall be subject to the terms set out in the Third Party Provider User Terms, as updated by the Third Party Provider from time to time.
- (c) Customer is permitted to resell access to the Service infrastructure within its directly owned and operated network, but is not permitted to resell the Service as a complete solution.
- 6.4 **Data Analytics:** Third Party Provider(s) named in the Third Party Provider User License Terms may collect and process information in real time (including access point MAC, probing client MAC, time stamps, Received Signal Strength Indication ("**RSSI**") and channel utilization (collectively the "**Collected Data**")) in order to provide Customer with access to data analytics relating to the Collected Data, for example the identification of returning visitors by their MAC addresses, visit duration established by probe requests, and the use of RSSI information to distinguish passers-by from visitors. Customer acknowledges that Vodafone is neither data controller nor data processor in rerlation to Collected Data.

Vodafone LAN Service Service Levels



Business Customers

1. Incident Management

- 1.1 An Incident 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.
- 1.2 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, customers or third party providers of any Outage. Any planned downtime shall not be included in Incident or circuit availability measurements.
- 1.3 Incidents may be reported at any time; however, Incident resolution will only occur during Working Hours.

2. Vodafone Maintained LAN Service Support

2.1 Service Levels

- (a) Vodafone will provide the Maintained LAN Service in accordance with the hours of coverage option selected and specified in the Agreement.
- (b) Restore Times/hours of coverage options are as below:

Service Level	Coverage Period	Restore Time
Gold	24*7	5 hours
Silver	24*7	8 hours
Bronze	24*7	24 hours

- (c) **"Restore Time**" is the elapsed time during the hours of coverage from an Incident fault log being Acknowledged, to declaration by Vodafone that the Supported Equipment is restored and ready for use.
- (d) If Customer moves the Supported Equipment to a new location and requires continuance of the Maintained LAN Service Customer must notify Vodafone.
- (e) The Service Levels set out above shall not apply to any Supported Equipment which can only be safely accessed using special access equipment or personnel. Vodafone shall provide support in respect of such Supported Equipment on a reasonable efforts basis.
- (f) The Service levels set out above shall not apply in the event of an Excluded Event.

3. Vodafone Monitored LAN Service Support

- 3.1 Vodafone will only monitor the operational status of each Supported Equipment device. Vodafone will raise a fault log if it detects that any such device has failed.
- 3.2 Customer point of contact will be notified by phone of any service fault, its progress and resolution. Vodafone will then complete service restoration activity in accordance with Vodafone's Monitored LAN service.

3.3 Service Levels

(a) Vodafone will provide the Monitored LAN Service in accordance with the levels of service detailed in in the table below:

Service Level	Coverage Period	Scope
Silver	24*7	Device (full)
Bronze	24*7	Device (up/down)

Service Levels



where:

- (i) "Service Level" is the level of service selected;
- (ii) **"Coverage Period**" is the period during which the Service will be delivered
- (iii) **"Scope**" refers to the elements that will be monitored, namely:
- (iv) **"Port**" means Vodafone will monitor the device as per the Silver coverage option but will also extend monitoring to cover specified ports.
- (v) **"Device (full)**" means Vodafone will monitor the device using the basic and manufacturer management information database to determine the status of the device
- (vi) **"Device (up/down)**" means Vodafone will monitor the device using the basic management information database to determine if the device is up or down
- (b) Customer acknowledges that Service level targets for the restoration of equipment do not apply to the Monitored LAN Service but apply to the Maintained LAN Service which Customer must take in conjunction with the Monitored LAN Service.

4. Vodafone Monitored LAN Service Credits

- 4.1 If Vodafone fails to meet the Service Commencement Date specified and agreed at the time of Customer Order for the Service and cannot show the delay to be reasonable or outside the control of Vodafone or due to an Excluded Event, Customer will be entitled to the lesser of (i) 0.5% of the annual Recurring Charge on a per Customer Site basis (being the amount paid by Customer per site for the for the Service that relates to the relevant Service Commencement Date target) for each Working Day after the committed Service Commencement Date that the service is not delivered, up to a maximum of 20 Working Days, or (ii) the amount set out in clause 4.5(d).
- 4.2 If Vodafone fails to deliver Service relevant to a reported/logged fault in accordance with the Service response/Restore Time specified in this Agreement, and Vodafone cannot show the delay to be reasonable or outside the control of Vodafone or due to an Excluded Event, a Service Credit will be payable.
- 4.3 Service Credits will payable for each logged fault where Service response/Restore has not been achieved, and be calculated as a credit up to the lesser value of (i) 10% of the annual Maintained LAN Service Charge in relation to the specific piece of equipment to which the original fault applied or (ii) the amount set out in clause 4.5(d).

4.4 Vodafone Managed LAN Service Credits

If Vodafone fails to meet the Service Commencement Date specified and agreed at the time of Customer Order for the service and cannot show the delay to be reasonable or outside the control of Vodafone, Customer will be entitled to the lesser of (i) 0.5% of the annual Recurring Charge on a per site basis (for the service instance that relates to the relevant Service Commencement Date target) for each Working Day after the committed Service Commencement Date that the service is not delivered, up to 20 Working Days or (ii) the amount set out in clause 4.5(d).

4.5 Service Credit Terms

- (a) Customer must claim all Service Credits via the Vodafone account manager within 30 days of the end of the Annual Measurement Period. Any Service Credits will be applied to Customer's next bill after agreement that such Service Credits are due.
- (b) Service 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; provided however that Customer may have the right to terminate for material breach under the terms of the Agreement.
- (c) 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 Customer Site access 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.

Vodafone LAN Service Service Levels



Business Customers

(d) The maximum cumulative Service Credits applicable in any one calendar month shall not exceed 15% of the total monthly Recurring Charges payable by Customer.

Vodafone LAN Service Technical Prerequisites



Business Customers

In order to receive the Service, Customer must have the minimum network requirements as set out below:

Network prerequisites	Provided by
IP-VPN	Vodafone
Internet connectivity is required to deliver the services described in 6.1(c) of the Service Specification	[Vodafone or Customer]



Third Party Provider User License Terms

Business Customers

1. Service components provided by Third Party Providers

- 1.1 Meraki, LLC (a member of the Cisco Systems, Inc. group of companies) ("**Cisco Meraki**") will provide certain components of the Service to Customer as follows:
 - (a) Proactive Monitoring via the Cisco Meraki Portal/Dashboard.
 - (i) To deliver monitored and managed service for Managed Wi-Fi, 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 organization-wide reporting information including license status, device counts and network health, including whether devices are alerting or offline.
 - (b) Access to the Dashboard.
 - (i) Access to the Dashboard is dependent on the services that Customer purchases.
 - (ii) Customers who purchase devices without support or purchase the Monitored or Maintained variant of the Wi-Fi Service will receive full access (Read/Write) to the Portal.
 - (iii) Customers who purchase devices with the Managed variant of the Wi-Fi Service will be granted limited access to the dashboard. This will exclude the capability for Customer to configure the devices under support.

2. Cisco Meraki End Customer Agreement

2.1 Customer's use of the Managed Wi-Fi Service shall be subject to Cisco Meraki's end customer agreement as updated by Cisco Meraki from time to time and published on Cisco Meraki's website at URL <u>http://meraki.cisco.com</u>.

Vodafone LAN Service Definitions



Business Customers

The following definitions are applicable to the Services:

Acknowledge(s)(d)	a confirmation given to the Customer that a particular service request or Incident being raised is valid and the provision to the Customer of a unique reference for it.	
Annual Measurement Period	the period of twelve 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).	
Customer Service Centre	Vodafone's dedicated service for managing Incidents. The contact details for Customer Service Centre vary from service to service and from customer to customer, Vodafone will provide Customer with Customer Service Centre contact details that are relevant to Customer's Services.	
Evoluted Event	any of	the following:
Excluded Event	(i)	a fault or incident with any Vodafone service other than the Service purchased under these Service Specific Terms;
	(ii)	a fault or incident in, or any other problem associated with, non-Vodafone- supplied power, any CPE, non-maintained structured cabling or other telecommunications systems not operated or provided by Vodafone;
	(iii)	the fault or incident caused by Customer's negligence, act or omission or that of any third-party not within Vodafone's direct control;
	(iv)	Customer not performing or a delay in performing any of the Customer obligations or conditions of use set out in the Agreement;
	(v)	Customer requesting Vodafone to modify a Customer Site, or test one although no fault has been detected or reported in accordance with these Service Specific Terms;
	(vi)	Service suspension or a Force Majeure event in accordance with the General Terms;
	(vii)	the inability or refusal by a third-party supplier to provide the access circuit at a Customer Site;
	(viii)	a configuration change in the process of implementation;
	(ix)	an Outage;
	(x)	any degradation of performance that occurs as a result of, or in connection with, technical limitations beyond Vodafone's control;
	(xi)	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;
	(xii)	a fault or incident caused by failure at any other Customer Site; or
	(xiii)	any other circumstances caused by events for which Vodafone is not liable in accordance with the terms of the Agreement.
Incident	any fault, incident or problem which affects the Service provided to Customer, excluding any fault, incident or problem with a service purchased under separate Service Specific Terms and notified to Vodafone.	
LAN	local area network.	

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Definitions



Business Customers

PSTN	public switched telecommunications network.
Service Credits	the service credits payable by Vodafone to Customer in accordance with these Service Specific Terms.
Service Levels	the service levels which apply to the provision of the Service as set out in these Service Specific Terms.
Supported Equipment	the Equipment to be maintained, monitored and/or managed (as set out in the Commercial Terms and/or Order) by Vodafone as part of the Services, as agreed between Vodafone and Customer from time to time.
WLAN	wireless local area network.