Vodafone Business Platform & Solutions	Newbury Madrid India (Bangalore)	<ul> <li>Services:- <ul> <li>4<sup>th</sup> Line/Engineering Support for VONE-C</li> </ul> </li> <li>Recovery Strategy:- <ul> <li>Crossed Skilled Resource</li> <li>Ability to work remotely to support services</li> <li>Backup and restore policy (daily incremental and weekly full back ups)</li> <li>Resilience by design - service hosted across 2 x geo resilient data centres (Swindon &amp; Leeds)</li> <li>DR Failover tested annually</li> </ul> </li> <li>Last Tested:- <ul> <li>BC Plan May 21</li> <li>VONE-C platform DR Failover - 27 Oct 20</li> </ul> </li> </ul>
VO-IS, Network Internet & Security Team	India – Bangalore	<ul> <li>Services: <ul> <li>Manage all back office configuration for Zscaler platform</li> <li>2<sup>nd</sup> Line support and management Zscaler platform (24/7)</li> </ul> </li> <li>BC Strategies <ul> <li>Remote working capability</li> <li>Crossed Skilled Resource</li> <li>Back Up Connectivity &amp; VPN Access (Bangalore &amp; Pune)</li> <li>Mobile voice back up to support telephony</li> <li>BC Plan tested annually</li> </ul> </li> <li>Last Tested:- <ul> <li>Currently being tested to manage COVID-19</li> </ul> </li> </ul>
Converged Network Design	Newbury	Services:  • STORM capacity management and planning  BC Strategies:  • Remote working capability  • Crossed Skilled Resource  • BC Plan tested annually  Last Tested:  • September 2021

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CS&O - Enterprise Care (Webchat)	Stoke Offsite (UK) Offshore	<ul> <li>Web Chat functionality</li> <li>Access to Self-serve Portal</li> <li>Self-Serve Reporting</li> <li>Dedicated named Advisor</li> <li>Dedicated Email Address</li> <li>Dedicated direct telephone number</li> <li>Enhanced Service Model – including incident management support</li> <li>Pro Active Reporting</li> <li>Propensity/SLA Reporting, if required</li> </ul>
		<ul> <li>BC Strategies:- <ul> <li>Cross skilled resource</li> <li>Remote working &amp; ability to relocate to alternative site</li> <li>Multiple communications channels</li> <li>Ability to failover webchat to alternative resource</li> <li>BC Plan tested annually</li> </ul> </li> <li>Last Tested: <ul> <li>23 March 2021</li> </ul> </li> </ul>

#### 2.1 **BC Plan Invocation**

In the event of a realized threat or crisis impacting services, should contact the Service Desk or Dedicated Advisor, if relevant, in the first instance.

Name	Contact No:	Location	Operational hours
Primary: - Vodafone UK Service Desk		Atlas House Atlas Business Park Simonsway Manchester	24/7
Secondary: - Vodafone UK Service Desk		1-2 Berkeley Square 99 Berkeley Street Glasgow	24/7
Mobile Services Only Primary:- Dedicated Advisor		Offsite	Mon-Fri 8 a.m. – 5p.m.
Secondary:- Dedicated Advisor		Stoke Shelton Boulevard Stoke-on-Trent	Mon-Fri 8 a.m. – 5 p.m.

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Mobile Services Only Primary:-	Webchat	Stoke Shelton Boulevard Stoke-on-Trent	Mon-Fri 8 a.m. – 6 p.m.
Secondary:-	Webchat	Offshore	24/7
Tertiary:-	Voice Tel No:	Offshore	24/7

#### 2.2 Incident Categorisation

The Service Desk will categorise the realised threat or crisis utilising the VFUK Incident Management process and escalate the incident within VFUK to ensure that the correct management processes are invoked to enable resolution of the incident. BCPs for teams which provide services to DEFRA will be invoked.

#### 2.3 Incident Communications

VF UK will communicate progress, incident resolution utilising existing communications channels including the Major Incident Service Incident Manager Guide which ensures customers are proactively kept up to date. This includes the following key stakeholders:

Company	Point of Contact	Role	Operational Hours
Vodafone UK		Service Desk	24/7
Vodafone UK		Service Desk	24/7
Vodafone UK		Account Director	Mon-Thurs, 8.30 a.m. to 5.15 p.m. Friday, 8.30 to 4 p.m.
Vodafone UK		Account Manager  UC, Mobile Services	Mon-Thurs, 8.30 a.m. to 5.15 p.m. Friday, 8.30 to 4 p.m.
Vodafone UK	5	Principal Service Manager	Mon-Thurs, 8.30 a.m. to 5.15 p.m. Friday, 8.30 to 4 p.m.
Vodafone UK		Service Manager	Mon-Thurs, 8.30 a.m. to 5.15 p.m. Friday, 8.30 to 4 p.m.
Vodafone UK		Unity Customer Technical Lead	Mon-Thurs, 8.30 a.m. to 5.15 p.m. Friday, 8.30 to 4 p.m.

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Vodafone UK	Unified Communications Technical Lead	Mon-Thurs, 8.30 a.m. to 5.15 p.m. Friday, 8.30 to 4 p.m.
DEFRA	Service Owner	Mon-Fri, 8.30 a.m. to 5.15 p.m.
DEFRA	Service Owner	Mon-Fri, 8.00 a.m. to 4.00 p.m.
DEFRA	Service Owner Mobile Services	Mon-Fri 24/7 - Incidents

#### 2.4 Post Incident Review

All actions that have occurred during any activation of the BCP will be recorded to enable a comprehensive post-incident review to be carried out as part of BAU activities.

#### 2.5 Testing

All Vodafone UK BCPs are exercised annually and/or as a result of significant changes. Upon request dates of exercises for VFUK teams who provide services to DEFRA will be provided as part of the annual review process as per the contract.

NB: Specific technical tests will be pre-agreed and managed by the Vodafone UK Service Manager and the customer, if required.

The table below provides details of the technical failover tests. N/A

Proposed Month	Proposed Test Details	Date completed	Next Proposed Month
N/A			
N/A			

#### 2.6 Plan Maintenance

VFUK will be responsible for Plan maintenance and will review the BCP annually, following the invocation of the BCP as a result of a 'Significant Incident' or upon notification of any significant change (s) to either the operating environment and/or key stakeholders.

#### 2.7 Plan Distribution

#### 2.8 DEFRA Key stakeholders

Name	Role	Contact Details
	Service Owner	
	Service Owner	

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Service Owner – <i>Mobile Services</i>	
DEFRA Group BC Contact	

#### 2.9 Vodafone UK Key Stakeholders



### 3. Disaster Recovery

Vodafone Disaster Recovery (DR) involves a set of policies and procedures to enable the recovery or continuation of vital technology infrastructure and systems. This is detailed in Vodafone's Business Resilience Policy which includes Business Continuity Management, Crisis Management, Technology Resilience (including Disaster Recovery) and Physical Security. The principles of Section 2 – Business Continuity Plan and the Business Resilience Whitepaper (Appendix A) underpin Disaster Recovery requirements.

### 4. Document Approval

Name	Position	Date
	Principal Service Manager	29 <sup>th</sup> September 2021
	Lead Supplier Manager	30 <sup>th</sup> September 2021
	DEFRA Group BC Contact	30 <sup>th</sup> September 2021
	Vodafone Account Manager (UC & Mobile Services)	29 <sup>th</sup> September 2021

## 5. Document Control

Version	Date	Details of Changes	Reviewed by
0.1	30 Dec 20	Initial draft	

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<ul> <li>0.2 14 Jan 21 Updates to internal teams, key stakeholders</li> <li>0.3 21 Jan 21 Updates to Internal Teams</li> <li>0.4 25 Jan 21 Updates to DEFRA contacts</li> <li>0.5 24 Feb 21 Updated supplier statement in the whitepaper</li> <li>1.0 8 Apr 21 Updated with sign off from customer and reviewed for final approval with BC/DR team. Version 1.0 to now be circulated to all key stakeholders.</li> <li>1.1 July 21 Updated to include latest Business Resilience Whitepaper</li> <li>1.2 24 Sept 21 Updated to included Mobile Services, key contacts and contingencies. Updated to include latest BC Plan exercise dates.</li> <li>2.0 29 Sept 21 Approved</li> </ul>			
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<ul> <li>1.0 8 Apr 21 Updated with sign off from customer and reviewed for final approval with BC/DR team. Version 1.0 to now be circulated to all key stakeholders.</li> <li>1.1 July 21 Updated to include latest Business Resilience Whitepaper</li> <li>1.2 24 Sept 21 Updated to included Mobile Services, key contacts and contingencies. Updated to include latest BC Plan exercise dates.</li> </ul>	0.4	25 Jan 21	Updates to DEFRA contacts
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contingencies. Updated to include latest BC Plan exercise dates.	1.1	July 21	•
2.0 29 Sept 21 Approved	1.2	24 Sept 21	contingencies. Updated to include latest BC Plan
	2.0	29 Sept 21	Approved

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## Appendix A - Vodafone UK Business Resilience Whitepaper

Published: 23/06/2021 Version 3.0

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## 6. Executive Summary

Vodafone UK (VFUK) is committed to being a resilient organisation. We invest significant time and resource into ensuring that we are able to respond effectively to adverse events and recover quickly to enable us to continue to deliver business activities and critical services to our customers, whilst safeguarding our people, network and brand.

We view resilience as an overarching discipline that encompasses a number of interrelated activities and functions, including Business Continuity (BC) Management, Crisis Management, Technology Resilience and Physical and Personnel Security. In order to ensure we measure ourselves against internationally recognised standards we invest in maintaining ISO certification across the areas that support our overarching resilience. We hold current ISO 22301, ISO 27001, ISO 20000 certification.

## 7. Major Incident Management

VFUK experience Major Incidents (MI) across our fixed and mobile estate each year and we have an established process and team in place to deal with any such incident. An MI is an event that has significantly impacted, or has the potential to impact customers, either directly or indirectly.

The MI Team is staffed 24x7x365 to provide operational command and control of an MI to ensure it is dealt with in a timely manner, mitigating any impact that would be felt by our customers.

In the event that an MI escalates above and beyond pre-defined thresholds, a Crisis will be declared and will be supported by the Crisis Management (CM) Process.

## 8. Crisis Management

VFUK have an established CM Process as part of our BC Management System (BCMS). The Process is flexible and can be activated to provide support in the event of any abnormal and unstable situation that provides, or may develop into, a threat to our business activities and services that support our customers, people, network and brand.

Within the CM Process we have a dedicated Crisis Team who co-ordinate and deliver CM, supported by nominated senior management personnel from across the business. All functions within the Crisis Team provide cover 24x7x365 and VFUK exercise and test their CM Process throughout the year to enable us to respond in the most efficient manner during a time of Crisis.

VFUK have a dedicated Crisis Plan in place to support the CM Process and this contains a number of pre-determined responses to specific Crisis events that are continually improved based on experience and exercise learning.

## Business Continuity Management

VFUK has an established BCMS, certified to ISO 22301 that covers all our voice and data services that VFUK provide for our global telecommunication services. Through the delivery of a robust BCMS we enhance our resilience by ensuring that we can continue to operate our business critical functions and services to acceptable, pre-defined, levels during disruptive incidents and crisis. We also subject our Supply Chain to stringent BCMS reviews to satisfy our requirements around our supplier's resilience.

The BCMS is delivered by a dedicated and experienced Team of BC professionals supported by functional coordinators to ensure the accurate capture of the elements that contribute to functional Business Impact Analysis (BIAs) and Business Continuity Plans (BCPs), VFUK ensure that every area within our corporate structure is included within functional BIAs and BCPs, all of which are subject to annual review and exercising.

## 10. Technology Resilience

#### 10.1 Our Network

#### **Network Continuity**

We use the latest technology to ensure our network is as resilient as possible with Network Operations Centres providing best in class network monitoring, management and service support. We work 24x7x365 to ensure that any issues on the network are identified, prioritised and addressed quickly and effectively so that any downtime is kept to a minimum.

#### **Network Site Integrity**

Our core network sites are equipped with physical and environmental control systems such as backup power systems, fire prevention and air conditioning to enable us to maintain the continuity of services that run through them.

#### **Physical Controls**

Our core sites are housed in secure premises which meet our physical security standards mandated by our dedicated Physical Security Team.

#### **Environmental Controls**

Our core sites have onsite generator backup capable of supporting the total electrical demand with an onsite fuel supply for multiple days as well as battery backup. The power design (generators, batteries and mains) and auto cutover are regularly tested to ensure uninterrupted power supply to all the core network equipment.

#### 10.2 Mobile Network Resilience

The VFUK Mobile Network core is designed for reliability and availability, with design principles providing high availability operation at an element level within a site and geographic resilience at a network level ensuring platforms are not single points of failure. The network design is such that where a Radio Base Station provides both 2G, 3G, 4G and 5G coverage, each technology is connected to a different Mobile Telephone Exchange (MTX) to ensure continued availability even in the event of a complete MTX failure.

#### 10.3 Fixed Network Resilience

Our VFUK Fixed Network is a state of the art converged network (known as RedStream) that provides connectivity for all our mobile, consumer and enterprise customers. The core network has been designed, built and tested with resilient equipment, physically diverse links and sites to offer high availability in the event of a failure, enabling us to maintain continuity of service to our customers.

To maximise the resilience benefits of our VFUK Fixed Network, customers should carefully consider their desired level of service availability and resilience when purchasing services from VFUK, such as dual access or backup links from the customer premise(s) to our network sites which will be more resilient than single access links. Further information on resilience options are available from your Account Management Team.

#### 10.4 Our IT Systems

The VFUK IT Operations function is aligned to ITIL Service Management processes such as Risk, Change, Incident and Problem management with escalation and notification processes in place to assess and oversee the co-ordination of the response to any potential risk or service impacting events that may occur.

The categorisation of our VFUK IT Systems is based on the criticality of the business processes that they support, with internal service level agreements and key performance indicators defined.

A framework for testing the technical capability of our systems is in place. A key objective of the framework is to maintain team and technical levels of preparedness in order to respond to incidents, which have the potential to impact service to our customers.

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## 11. Information Security

VFUK run an Information Security Management System (ISMS) in line with the recommendations and requirements of ISO 27001. Our ISMS ensures that we have a systematic approach to managing confidential and sensitive information to ensure it remains secure at all times.

## 12. Cyber Security

VFUK Cyber Security's mission is to protect VF People, Technology and Process. Through dedicated teams of Governance, Architecture, Consultancy and Operations it delivers the life cycle of; Plan, Design, Build, Run and Check, to deliver our technical solution (security by design) and support VFUK in fulfilling its legal and regulatory requirements.

Included in the Cyber Security function is a Security Operations Centre (SOC), supported by a dedicated intelligence function that combines internal expertise with best in class vendor support in order to ensure we protect our network and associated functions. The SOC and intelligence teams liaise closely with their opposite numbers in VF Group, allowing us to expand our coverage of global threats that could pose a risk to VFUK technology.

## 13. Physical & Personnel Security

VFUK have a dedicated Physical Security Team in place who are responsible for ensuring that our estate meets our physical security standards to ensure that we adequately protect our people and network. Their responsibilities include annual audits of our critical estate, the monitoring of access control and the setting of our minimum physical security standards. To further enhance our physical security infrastructure, we have a dedicated 24x7x365 physical security operations centre (VSOC) to provide live monitoring and management of our sites and their access, as well as provide situational updates to our field-based teams and assist in the coordination of any blue light responses.

We take our security culture seriously and run annual internal security roadshows which is further supported by regular awareness campaigns to ensure our people practice what is mandated. In addition, all employees complete Security training as part of Vodafone UK's 'Doing What's Right' training'

## 14. Risk Management

We have a robust risk management process, delivered by a dedicated internal Corporate Risk function, which is subject to regular reviews and continuous improvement. It ensures risks are identified, recorded, managed and mitigated as appropriate throughout our business including customer specific operational risks. Major risks are reported and escalated to senior management to ensure they are treated appropriately.

End of document

## Appendix B – Vodafone UK ISO 22301 Certificate



Current issue date: Expiry date: Certificate identity number: 19 October 2020 30 April 2023 10293754 Original approval(s): 18O 22301 - 24 February 2014

## Certificate of Approval

This is to certify that the Management System of:

### Vodafone Ltd

Vodafone House, The Connection, Newbury, RG14 2FN, United Kingdom

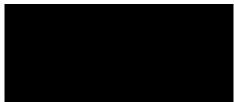
has been approved by Lloyd's Register to the following standards:

ISO 22301:2012

Approval number(s): ISO 22301 - 0008735

The scope of this approval is applicable to:

Voice data services provided by Vodafone UK for its global telecommunications services.



Issued by: Lloyd's Register Quality Assurance Limited



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Call-Off Schedule 9 (Security)
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### **Call-Off Schedule 9 (Security)**

### Part A: Short Form Security Requirements

#### 1. Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Breach of Security"

the occurrence of:

- a) any unauthorised access to or use of the Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Buyer and/or the Supplier in connection with this Contract; and/or
- the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Buyer and/or the Supplier in connection with this Contract,

in either case as more particularly set out in the Security Policy where the Buyer has required compliance therewith in accordance with paragraph 2.2;

"Security Management Plan" the Supplier's security management plan prepared pursuant to this Schedule, a draft of which has been provided by the Supplier to the Buyer and as updated from time to time.

#### 2. Complying with security requirements and updates to them

- 2.1 The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.
- 2.2 The Supplier shall comply with the requirements in this Schedule in respect of the Security Management Plan. Where specified by a Buyer that has undertaken a Further Competition it shall also comply with the Security Policy

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- and shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy.
- 2.3 Where the Security Policy applies the Buyer shall notify the Supplier of any changes or proposed changes to the Security Policy.
- 2.4 If the Supplier believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the provision of the Deliverables it may propose a Variation to the Buyer. In doing so, the Supplier must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Charges shall be subject to the Variation Procedure.
- 2.5 Until and/or unless a change to the Charges is agreed by the Buyer pursuant to the Variation Procedure the Supplier shall continue to provide the Deliverables in accordance with its existing obligations.

#### 3. Security Standards

- 3.1 The Supplier acknowledges that the Buyer places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on security.
- 3.2 The Supplier shall be responsible for the effective performance of its security obligations and shall at all times provide a level of security which:
  - 3.2.1 is in accordance with the Law and this Contract;
  - 3.2.2 as a minimum demonstrates Good Industry Practice;
  - 3.2.3 meets any specific security threats of immediate relevance to the Deliverables and/or the Government Data; and
  - 3.2.4 where specified by the Buyer in accordance with paragraph 2.2 complies with the Security Policy and the ICT Policy.
- 3.3 The references to standards, guidance and policies contained or set out in Paragraph 3.2 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.
- In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Supplier should notify the Buyer's Representative of such inconsistency immediately upon becoming aware of the same, and the Buyer's Representative shall, as soon as practicable, advise the Supplier which provision the Supplier shall be required to comply with.

#### 4. Security Management Plan

#### 4.1 Introduction

4.1.1 The Supplier shall develop and maintain a Security Management Plan in accordance with this Schedule. The Supplier shall thereafter comply with its obligations set out in the Security Management Plan.

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#### 4.2 Content of the Security Management Plan

- 4.2.1 The Security Management Plan shall:
  - a) comply with the principles of security set out in Paragraph 3 and any other provisions of this Contract relevant to security;
  - b) identify the necessary delegated organisational roles for those responsible for ensuring it is complied with by the Supplier;
  - detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Deliverables, processes associated with the provision of the Deliverables, the Buyer Premises, the Sites and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) and any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
  - d) be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Buyer Premises, the Sites, and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
  - e) set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the provision of the Goods and/or Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Contract;
  - f) set out the plans for transitioning all security arrangements and responsibilities for the Supplier to meet the full obligations of the security requirements set out in this Contract and, where necessary in accordance with paragraph 2.2 the Security Policy; and
  - g) be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the provision of the Deliverables and shall only reference documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.

#### 4.3 Development of the Security Management Plan

4.3.1 Within twenty (20) Working Days after the Start Date and in accordance with Paragraph 4.4, the Supplier shall prepare and deliver to the Buyer for Approval a fully complete and up to date

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Security Management Plan which will be based on the draft Security Management Plan.

- 4.3.2 If the Security Management Plan submitted to the Buyer in accordance with Paragraph 4.3.1, or any subsequent revision to it in accordance with Paragraph 4.4, is Approved it will be adopted immediately and will replace the previous version of the Security Management Plan and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not Approved, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit to the Buyer for Approval. The Parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of its first submission to the Buyer. If the Buyer does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure.
- 4.3.3 The Buyer shall not unreasonably withhold or delay its decision to Approve or not the Security Management Plan pursuant to Paragraph 4.3.2. However a refusal by the Buyer to Approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 4.2 shall be deemed to be reasonable.
- 4.3.4 Approval by the Buyer of the Security Management Plan pursuant to Paragraph 4.3.2 or of any change to the Security Management Plan in accordance with Paragraph 4.4 shall not relieve the Supplier of its obligations under this Schedule.

#### 4.4 Amendment of the Security Management Plan

- 4.4.1 The Security Management Plan shall be fully reviewed and updated by the Supplier at least annually to reflect:
  - emerging changes in Good Industry Practice;
  - any change or proposed change to the Deliverables and/or associated processes;
  - where necessary in accordance with paragraph 2.2, any change to the Security Policy;
  - d) any new perceived or changed security threats; and
  - any reasonable change in requirements requested by the Buyer.
- 4.4.2 The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amendment of the Security Management Plan at no additional cost to the Buyer. The results of the review shall include, without limitation:
  - a) suggested improvements to the effectiveness of the Security Management Plan;

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- b) updates to the risk assessments; and
- suggested improvements in measuring the effectiveness of controls.
- 4.4.3 Subject to Paragraph 4.4.4, any change or amendment which the Supplier proposes to make to the Security Management Plan (as a result of a review carried out in accordance with Paragraph 4.4.1, a request by the Buyer or otherwise) shall be subject to the Variation Procedure.
- 4.4.4 The Buyer may, acting reasonably, Approve and require changes or amendments to the Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment.

#### 5. Security breach

- 5.1 Either Party shall notify the other in accordance with the agreed security incident management process (as detailed in the Security Management Plan) upon becoming aware of any Breach of Security or any potential or attempted Breach of Security.
- 5.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 5.1, the Supplier shall:
  - 5.2.1 immediately take all reasonable steps (which shall include any action or changes reasonably required by the Buyer) necessary to:
    - a) minimise the extent of actual or potential harm caused by any Breach of Security;
    - remedy such Breach of Security to the extent possible and protect the integrity of the Buyer and the provision of the Goods and/or Services to the extent within its control against any such Breach of Security or attempted Breach of Security:
    - c) prevent an equivalent breach in the future exploiting the same cause failure; and
    - d) as soon as reasonably practicable provide to the Buyer, where the Buyer so requests, full details (using the reporting mechanism defined by the Security Management Plan) of the Breach of Security or attempted Breach of Security, including a cause analysis where required by the Buyer.
- 5.3 In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the Security Management Plan with the Security Policy (where relevant in accordance with paragraph 2.2) or the requirements of this Schedule, then any required change to the Security Management Plan shall be at no cost to the Buyer.

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## **PART B: Long Form Security Requirements**

Not Applicable

Call-Off Schedule 11 (Installation Works)
Call-Off Ref:
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## **Call-Off Schedule 11 (Installation Works)**

#### 1. When this Schedule should be used

1.1. This Schedule is designed to provide additional provisions necessary to facilitate the provision Deliverables requiring installation by the Supplier.

#### 2. How things must be installed

- 2.1. Where the Supplier reasonably believes, it has completed the Installation Works it shall notify the Buyer in writing. Following receipt of such notice, the Buyer shall inspect the Installation Works and shall, by giving written notice to the Supplier:
  - 2.1.1. accept the Installation Works, or
  - 2.1.2. reject the Installation Works and provide reasons to the Supplier if, in the Buyer's reasonable opinion, the Installation Works do not meet the requirements set out in the Call-Off Order Form (or elsewhere in this Contract).
- 2.2. If the Buyer rejects the Installation Works in accordance with Paragraph 2.1.2, the Supplier shall immediately rectify or remedy any defects and if, in the Buyer's reasonable opinion, the Installation Works do not, within five (5) Working Days of such rectification or remedy, meet the requirements set out in the Call-Off Order Form (or elsewhere in this Contract), the Buyer may terminate this Contract for material Default.
- 2.3. The Installation Works shall be deemed to be completed when the Supplier receives a notice issued by the Buyer in accordance with Paragraph 2.1.1. Notwithstanding the acceptance of any Installation Works in accordance with Paragraph 2.2, the Supplier shall remain solely responsible for ensuring that the Goods and the Installation Works conform to the specification in the Call-Off Order Form (or elsewhere in this Contract). No rights of estoppel or waiver shall arise as a result of the acceptance by the Buyer of the Installation Works.
- 2.4. Throughout the Contract Period, the Supplier shall have at all times all licences, approvals and consents necessary to enable the Supplier and the Supplier Staff to carry out the Installation Works.

Framework Ref: RM3808 Project Version: v1.0 Model Version: v3.0

Model Version: v3.0

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Call-Off Schedule 12 (Clustering)
Call-Off Ref:
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### **Call-Off Schedule 12 (Clustering)**

#### 1. When you should use this Schedule

1.1 This Schedule is required where various Other Contracting Authorities want to join with the Buyer to efficiently contract collectively under a single Call-Off Contract rather than as separate individual Buyers under separate Call-Off Contracts.

#### 2. Definitions

2.1 "Cluster Members" means a person named as such in the Annex A to this Schedule which shall be incorporated into the Order Form.

#### 3. Cluster Members benefits under the Contract

- 3.1 The Buyer has entered into this Call-Off Contract both for its own benefit and for the benefit the Cluster Members.
- 3.2 The Cluster Members who are to benefit under the Call-Off Contract are identified Annex 1 to this Schedule which shall be included into Order Form.
- 3.3 Cluster Members shall have all of the rights granted to the Buyer under a Call-Off Contract. Accordingly, where the context requires in order to assure the Cluster Members rights and benefits under a Call-Off Contract, and unless the Buyer otherwise specifies, references to the Buyer in a Call-Off Contract (including those references to a Party which are intended to relate to the Buyer) shall be deemed to include a reference to the Cluster Members.
- 3.4 Each of the Cluster Members will be a third party beneficiary for the purposes of the CRTPA and may enforce the relevant provisions of a Call-Off Contract pursuant to CRTPA.
- 3.5 The Parties to a Call-Off Contract may in accordance with its provisions vary, terminate or rescind that Call-Off Contract or any part of it, without the consent of any Cluster Member.
- 3.6 The enforcement rights granted to Cluster Members under Paragraph 3.4 are subject to the following provisions:
  - 3.6.1 the Buyer may enforce any provision of a Call-Off Contract on behalf of a Cluster Member;
  - 3.6.2 any claim from a Cluster Member under the CRTPA to enforce a Call-Off Contract shall be brought by the Buyer if reasonably practicable for the Buyer and Cluster Member to do so; and
  - 3.6.3 the Supplier's limits and exclusions of liability in the Call-Off Contract shall apply to any claim to enforce a Call-Off Contract made by the Buyer on behalf of a Cluster Member and to any claim to enforce a

#### Call-Off Schedule 12 (Clustering)

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Call-Off Contract made by a Cluster Member acting on its own behalf.

- 3.7 Notwithstanding that Cluster Members shall each receive the same Services from the Supplier the following adjustments will apply in relation to how the Call-Off Contract will operate in relation to the Buyer and Cluster Members:
  - 3.7.1 Services will be provided by the Supplier to each Cluster Member and Buyer separately;
  - 3.7.2 the Supplier's obligation in regards to reporting will be owed to each Cluster Member and Buyer separately;
  - 3.7.3 the Buyer and Cluster Members shall be entitled to separate invoices in respect of the provision of Deliverables;
  - 3.7.4 the separate invoices will correlate to the Deliverables provided to the respective Buyer and Cluster Members;
  - 3.7.5 the Charges to be paid for the Deliverables shall be calculated on a per Cluster Member and Buyer basis and each Cluster Member and the Buyer shall be responsible for paying their respective Charges;
  - 3.7.6 the Service Levels and corresponding Service Credits will be calculated in respect of each Cluster Member and Buyer, and they will be reported and deducted against Charges due by each respective Cluster Member and Buyer; and
  - 3.7.7 such further adjustments as the Buyer and each Cluster Member may notify to the Supplier from time to time.

Call-Off Schedule 12 (Clustering)
Call-Off Ref:
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### **Annex A: Cluster Members**

The Deliverables shall also be provided for the benefit of the following Cluster Members:

Name of Cluster Member	Services to be provided	Duration	Special Terms
The Rural Payments Agency (RPA)	In accordance with the Call-Off Order Form	Call-Off Initial Period	Not applicable
The Environment Agency (EA)	In accordance with the Call-Off Order Form	Call-Off Initial Period	Not applicable
The Animal and Plant Health Agency	In accordance with the Call-Off Order Form	Call-Off Initial Period	Not applicable
The Marine Management Organisation	In accordance with the Call-Off Order Form	Call-Off Initial Period	Not applicable
Natural England	In accordance with the Call-Off Order Form	Call-Off Initial Period	Not applicable
Committee on Climate Change	In accordance with the Call-Off Order Form	Call-Off Initial Period	Not applicable

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### Call-Off Schedule 14 (Service Levels)

#### 1. Introduction

- 1.1 The Buyer will specify in the Order Form at Further Competition whether Part A or Part B to this Schedule applies.
- 1.2 Where the Buyer has not conducted a Further Competition Part B to this Schedule will apply.

#### 2. Definitions

2.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Achieved Service Level"

means the actual level of performance of a Service achieved by the Supplier in relation to a Service Level

Performance Criteria for a Service Period;

"Agreed Service Time"

means the period during which the Supplier ensures

the Services are Available to the Buyer;

"Available"

a Service shall be "Available" when the Buyer's end users are able to access and use all its functions at a level that enables them to carry out their normal duties. Availability shall be construed accordingly;

"Call-Off Contract Year"

means a consecutive period of twelve (12) Months commencing on the Call-Off Start Date or each anniversary thereof;

"Critical Service Level Failure" takes the meaning;

- a) Specified by the Buyer where the Buyer selects Part A to this Call-Off Schedule 14; or
- b) any instance of critical service level failure specified in Annex 2 to Part B of this Schedule where the Buyer selects Part B to this Schedule;

"Downtime"

means any period of time within the Agreed Service Time during which a Service is not Available, excluding Planned Downtime;

"Imposed Carrier Downtime"

means time during which the Supplier is prevented from supplying the Services due to unavailability of an underlying telecommunications service from a third-party provider on which the Services are dependent. In any instance where the Supplier claims Imposed

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Carrier Downtime, the Supplier must be able to provide evidence to the satisfaction of the Buyer that the interruption to the Services was in fact due in its entirety to unavailability of the underlying service;

#### "Incident"

means an unplanned incident or interruption to Services, reduction in the quality of the Services or event which could affect the Services in the future;

## "Incident Resolution Time"

means the time taken by the Supplier to Resolve an Incident, as set out in this Schedule;

## "Planned Downtime"

means the time agreed in advance in writing by the Supplier and Buyer within the Agreed Service Time when a Service is not Available;

#### "Provisioning"

means the time taken from the placement of an Order for a Service or part thereof until the Service is Available to the Buyer and Provision shall be construed accordingly;

#### "Resolution"

means an action taken by or on behalf of the Supplier to fully repair the root cause of an Incident or to implement a workaround, such that the Services are returned to being Available. Resolve and Resolved shall be construed accordingly;

## "Service Credit Cap"

#### means:

- (a) in the period from the Call-Off Start Date to the end of the first Call-Off Contract Year fifteen thousand pounds (£15,000); and
- (b) during the remainder of the Call-Off Contract Period, thirty five per cent (35%) of the Call-Off Contract Charges payable to the Supplier under this Call-Off Contract in the period of twelve (12) Months immediately preceding the Service Period in respect of which Service Credits are accrued;

**unless** otherwise stated in the Order Form during a Further Competition.

#### "Service Credits"

 a) any service credits specified in the Annex to Part A of this Schedule being payable by the Supplier to the Buyer in respect of any failure by

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the Supplier to meet one or more Service Levels; or

 any service credits specified in the Annex to Part B of this Schedule being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Service Levels;

#### "Service Desk"

means the single point of contact set up and operated by the Supplier to log, monitor and escalate Incidents, Incident Resolutions and Service Requests;

## "Service Failure Threshold"

means the level of performance of a Service which becomes unacceptable to the Buyer, including as set out in each Service Level Performance Criteria and where the Supplier fails to provide the Services in accordance with this Contract:

## "Service Level Failure"

means a failure to meet the Service Level Threshold in respect of a Service Level Performance Criterion;

#### "Service Level Performance Criteria"

means the criteria identified in either;

- a) Annex 1 to Part A of this Schedule; or
- b) paragraph 3.6 of Part B of this Schedule, against which the individual metrics are assessed:

depending upon whether Part A or Part B is selected by the Buyer

#### "Service Levels"

means any service levels applicable to the provision of the Services under this Call-Off Contract specified in Call-Off Schedule 14 (Service Levels);

## "Service Level Threshold"

shall be as set out against the relevant Service Level Performance Criteria in Annex 1 of Part A, or Annex 1 of Part B, of this Schedule depending upon which option is selected by the Buyer;

#### "Service Period"

means a recurrent period of one month during the Call-Off Contract Period, unless otherwise specified in the Order Form;

#### "Unavailable"

in relation to a Service, means that the Service is not Available;

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#### 3. What happens if you don't meet the Service Levels

- 3.1 The Supplier shall at all times provide the Deliverables to meet or exceed the Service Level Threshold for each Service Level.
- 3.2 The Supplier acknowledges that any Service Level Failure shall entitle the Buyer to the rights set out in Part A or Part B of this Schedule, as appropriate, including the right to any Service Credits and that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to meet any Service Level Threshold.
- 3.3 The Supplier shall send Performance Monitoring Reports to the Buyer detailing the level of service which was achieved in accordance with the provisions of Part C (Performance Monitoring) of this Schedule.
- 3.4 A Service Credit shall be the Buyer's exclusive financial remedy for a Service Level Failure except where:
  - 3.4.1 the Supplier has over the previous (twelve) 12 Month period exceeded the Service Credit Cap; and/or
  - 3.4.2 the Service Level Failure:
    - (a) exceeds the relevant Service Failure Threshold;
    - (b) has arisen due to a Prohibited Act or wilful Default by the Supplier;
    - (c) results in the corruption or loss of any Government Data; and/or
    - results in the Buyer being required to make a compensation payment to one or more third parties; and/or
  - 3.4.3 the Buyer is otherwise entitled to or does terminate this Contract pursuant to Clause 10.4 of the Core Terms (CCS and Buyer Termination Rights).

#### 4. Critical Service Level Failure

On the occurrence of a Critical Service Level Failure:

- 4.1 any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and
- 4.2 the Buyer shall (subject to the Service Credit Cap) be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the Supplier in respect of that Service Period ("Compensation for Critical Service Level Failure"),

provided that the operation of this paragraph 4 shall be without prejudice to the right of the Buyer to terminate this Contract pursuant to Clause 10.4 of the Core Terms (CCS and Buyer Termination Rights) and/or to claim damages from the Supplier for material Default.

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# PART A: Short Form Service Levels and Service Credits

Not Applicable

# PART B: Long Form Service Levels and Service Credits

#### 1. General provisions

- 1.1 The Supplier shall provide support and advice, when required by the Buyer, on matters relating to:
  - 1.1.1 Availability of the Services;
  - 1.1.2 quality of the Services;
  - 1.1.3 provisioning;
  - 1.1.4 essential downtime
  - 1.1.5 Buyer support;
  - 1.1.6 complaints handling; and
  - 1.1.7 accurate and timely invoices.
- 1.2 The Supplier accepts and acknowledges that failure to meet the Service Level Threshold set out in this Part B of this Call-Off Schedule will result in Service Credits being due to the Buyer.

#### 2. Principal points

- 2.1 The objectives of the Service Levels and Service Credits are to:
  - 2.1.1 incentivise the Supplier to meet the Service Levels and to remedy any failure to meet the Service Levels expeditiously;
  - 2.1.2 ensure that the Services are of a consistently high quality and meet the requirements of the Buyer;
  - 2.1.3 provide a mechanism whereby the Buyer can attain meaningful recognition of inconvenience and/or loss resulting from the Supplier's failure to deliver the level of service for which it has contracted to deliver; and
  - 2.1.4 provide an incentive to the Supplier to comply with and to expeditiously remedy any failure to comply with the Service Levels.
- 2.2 The Parties acknowledge that:
  - 2.2.1 The Buyer will, in all cases, prefer to receive the Services within the Service Levels in preference to receiving the Service Credits; and

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2.2.2 the Supplier shall, in all cases, seek to deliver the Services within the Service Levels in preference to accepting a liability for Service Credits.

#### 3. Service Levels

- 3.1 The Supplier shall monitor its performance under this Call-Off Contract by reference to the relevant Service Level Performance Criteria for achieving the Service Levels and shall send the Buyer a Performance Monitoring Report detailing the level of service which was achieved in accordance with the provisions of Part C (Performance Monitoring) of this Call-Off Schedule.
- 3.2 The Supplier shall, at all times, provide the Services in such a manner that the Service Level Thresholds are achieved.
- 3.3 If the level of performance of the Supplier of any element of the provision by it of the Services during the Call-Off Contract period:
  - 3.3.1 is likely to or fails to meet any Service Level Threshold; or
  - 3.3.2 is likely to cause or causes a Critical Service Level Failure to occur, the Supplier shall immediately notify the Buyer in writing and the Buyer, in its absolute discretion and without prejudice to any other of its rights howsoever arising may:
    - (A) Require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Buyer and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring; and
    - (B) If the action taken under paragraph (A) above has not already prevented or remedied the Service Level Failure or Critical Service Level Failure, the Buyer shall be entitled to instruct the Supplier to comply with the Rectification Plan Process; or
    - (C) If a Service Level Failure has occurred, deduct from the Call-Off Contract Charges the applicable Service Credits payable by the Supplier to the Buyer in accordance with the calculation formula set out in Annex 1 of this Part B of this Call-Off Schedule; or
    - (D) If a Critical Service Level Failure has occurred, exercise its right to compensation for such non-availability of Services via this Call-Off Contract.
- 3.4 Approval and implementation by the Buyer of any Rectification Plan shall not relieve the Supplier of any continuing responsibility to achieve the Service Levels, or remedy any failure to do so, and no estoppels or

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waiver shall arise from any such Approval and/or implementation by the Buyer.

- 3.5 The Buyer may enhance or otherwise modify the Service Levels required during a Further Competition Procedure.
- 3.6 The Services are subject to the following four Service Level
  Performance Criteria as set out in paragraph 6 of this Part B of Call-Off
  Schedule 14:
  - 3.6.1 Availability;
  - 3.6.2 Incident Resolution;
  - 3.6.3 Quality; and
  - 3.6.4 Provisioning.

#### 4. Agreed Service Time

- 4.1 The Services will be made Available by the Supplier to the Buyer during the Agreed Service Time.
- 4.2 The Agreed Service Time applied to the Services will be determined by the Service Maintenance Level selected by the Buyer on the Order Form.
- 4.3 The Service Maintenance Levels and associated Agreed Service Times is set out in the following table:

Service Maintenance Level	Agreed Service Time
Level 1	Monday – Friday (excluding Bank Holidays) 08:00-18:00
Level 2	Monday – Saturday (excluding Bank Holidays) 08:00-18:00
Level 3	Monday – Sunday (including Bank Holidays) 07:00-21:00
Level 4	Monday – Sunday (including Bank Holidays); 00:00-23:59 (24 hours per day, 7 days per week)

#### 5. Incidents

5.1 If the Services become Unavailable, the Buyer must report the Unavailability as an Incident to the Service Desk.

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5.2 Incidents must be classified to one of the following four severity levels:

Severity Level	Description of impact of Incident
Severity 1	The Services are Unavailable across the entire Buyer's estate
Severity 2	The Services are Unavailable at one of the Buyer's sites
Severity 3	The Services are Unavailable to an individual user
Severity 4	All other Incidents, including any Incidents raised initially at a higher Severity Level that were subsequently deemed to be attributable to the Buyer or in any other way not attributable to the Supplier.

5.2.1 The Supplier shall manage the Incident to resolution in accordance with this Call-Off Schedule, whilst keeping the Buyer appropriately informed of progress.

#### 6. Service Level Performance Criteria

#### 6.1 **Availability**

- 6.1.1 The Supplier shall ensure that the Services are Available during the Agreed Service Time.
- 6.1.2 Achieved Availability is calculated as a percentage of the total time in a Service Period that the Services should have otherwise been Available to the Buyer using the following formula:

Achieved Availability % = 
$$\frac{(MP - SD) \times 100}{MP}$$

#### Where:

MP means total time within the Agreed Service Time (excluding Planned Downtime, Imposed Carrier Downtime and any Unavailability attributable to Severity 3 or Severity 4 Incidents) within the relevant Service Period; and

SD means total service downtime within the Agreed Service Time within the relevant Service Period during which a Service and/or part thereof is Unavailable (excluding Planned Downtime, Imposed Carrier Downtime and any Unavailability attributable to Severity 3 or Severity 4 Incidents) within the relevant Service Period.

#### 6.2 Incident Resolution

6.2.1 The Supplier shall ensure that Incidents are resolved within the Maximum Incident Resolution Time.

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6.2.2 Maximum Incident Resolution Times are determined by the Severity Levels and Service Maintenance Levels as set out in the following table:

Service Maintenance Level	Severity 1; and Severity 2	Severity 3	Severity 4 (Indicative Only)
Level 1	End of next Working Day	5 Working Days	1 Month
Level 2	End of next Working Day	5 Working Days	1 Month
Level 3	Incident reported by 13:00, resolved same day; reported after 13:00, resolved by 13:00 next Working Day	End of next Working Day	15 Working Days
Level 4	6 hours	End of next Working Day	10 Working Days

- 6.2.3 Each Incident will either be Resolved within the Maximum Incident Resolution Time, or it will not; and will be reported as such by the Supplier. The time taken to resolve the Incident is not material to this Service Level Performance Criteria.
- 6.2.4 Achieved Incident Resolution is calculated as a percentage of the total number of Incidents in a Service Period that should have been resolved within the Maximum Incident Resolution Time using the following formula:

#### Where:

TI means the total number of Incidents raised by the Buyer during the Service Period (excluding Severity 4 Incidents); and

FI means the total number of Incidents raised by the Buyer during the Service Period that were not resolved within the Maximum Incident Resolution Time (excluding Severity 4 Incidents).

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- 6.2.5 Where an Incident is reported outside the Agreed Service Time, the Incident will be treated as if it has been reported at the beginning of the next Working Day.
- 6.2.6 The Incident will only be deemed to be Resolved once the Services are Available. However, the Supplier shall not formally close any Incident until the Buyer has confirmed that the Services are Available.

#### 6.3 **Quality**

- 6.3.1 The Supplier shall ensure that the Services are delivered of a sufficient quality to meet the provisions of this Call-Off Schedule.
- 6.3.2 Measurement of answer and response times of the Service Desk will be based on the time taken for the Supplier to respond to the Buyer's call or email. Calls and emails receiving an automated response or calls placed into a queuing system shall be deemed not to have been answered.

#### 6.4 **Provisioning**

- 6.4.1 The Services will be provisioned at the outset in accordance with any Implementation Plan and any failure to meet Milestones will be dealt with in accordance with the terms of this Call-Off Contract.
- 6.4.2 Any delivery of Services or part thereof subsequent to the successful conclusion of the Implementation Plan will be subject to the Service Levels identified in the Variation to this Contract that incorporates those changes; or failing any other agreed Service Level, in accordance with the Supplier's standard provisioning Service Levels.

#### 7. Service Credits

- 7.1 This section sets out the basic agreed formula used to calculate a Service Credit payable to the Buyer as a result of a Service Level Failure in a given Service Period.
- 7.2 Service Credit payments are subject to the Service Credit Cap.
- 7.3 Annex 1 to this Part B of this Call-Off Schedule details the Service Credits available for each Service Level Performance Criterion in the event that the applicable Service Level Threshold is not met by the Supplier.
- 7.4 The Buyer shall use the Performance Monitoring Reports supplied by the Supplier under Part C (Performance Monitoring) of this Call-Off Schedule to verify the calculation and accuracy of any Service Credits applicable to each Service Period.

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- 7.5 Service Credits are a reduction of the amounts payable in respect of the Services and do not include VAT. The Supplier shall set-off the value of any Service Credits against the appropriate invoice in accordance with calculation formula in Annex 1 of Part B of this Call-Off Schedule.
- 7.6 The amount of Service Credit is determined by the tables in Annex 1 of this Part B of Call-Off Schedule 14, using the calculated Achieved Service Level Performance Criteria (e.g. Achieved Availability), the Service Level Threshold and the Service Failure Threshold and is calculated by using the straight line formula below:

#### Service Credit $\% = (m^*(a-x) + c)$ , where

*a* is the Service Level Threshold (%) below which Service Credits become payable;

b is the Service Failure Threshold (%);

*x* is the Achieved Service Level Performance Criteria (%) for a Service Period:

c is the minimum Service Credit (%) payable if the Achieved Service Level falls below the Service Level Threshold;

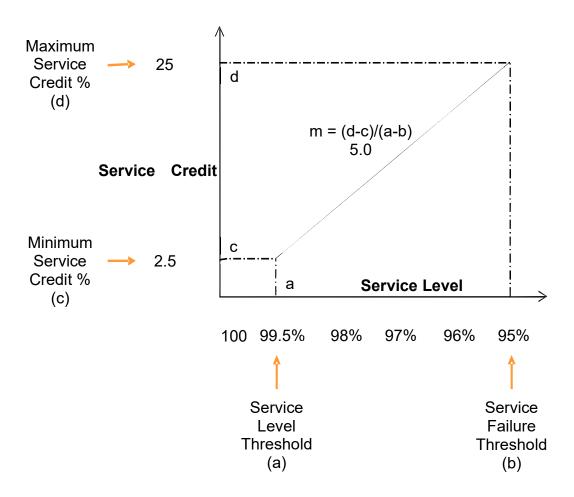
*d* is the maximum Service Credit (%) payable if the Achieved Service Level Reaches the Service Failure Threshold:

<u>mis</u> a coefficient defined for the services, which is calculated from the Formula m = (d-c)/(a-b), that is the slope of the straight line;

7.7 Consequently, the Service Credit regime is shown diagrammatically as follows:

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7.8 The Service Credit (£) is subsequently derived as follows:

#### Service Credit (£) = contract charges x Service Credit (%)

7.9 An example Service Credit calculation for the Availability of a service, (offered herein for illustrative purposes only), is as follows:

Criteria	Coefficient (m)	Service Level Threshold % (a)	Service Failure Threshold % (b)	Minimum Service Credit % (c)	Maximum Service Credit % (d)
Availability	5.0	99.5%	95.00%	2.5%	25%

- 7.9.1 The Achieved Availability of a service was recorded as 97% for a Service Period. For this service, the Service Level Threshold is 99.5% and the Service Failure Threshold is 95%. The contract charges for the service for the Service Period are £3,000. Previous performance had exceeded the Service Level Threshold for Availability.
- 7.9.2 In this illustration example:

Service Credit % = 5.0 x (99.5-97.0) + 2.5 = 15%;

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therefore the Service Credit calculation is:

Service Credit (£) = £3,000 x 15% = £450.

7.10 An example Service Credit calculation for Incident Resolution is as follows:

Criteria	Coefficient (m)	Service Level Threshold % (a)	Service Failure Threshold % (b)	Minimum Service Credit % (c)	Maximum Service Credit % (d)
Incident Resolution	0.25	95.0%	85.00%	2.5%	5%

- 7.10.1 The Service Level Threshold is 95% of all incidents to be resolved within a specified time with the Service Failure Threshold being 85%. Assume that the Buyer has 80 Incidents within a Service Period, 10 of which were not resolved within the specified time. Therefore, the Achieved Incident Resolution is 87.5% for the Service Period. The contract charges for all the services that the Buyer is consuming are £50,000 per Service Period. Previous performance had exceeded the Service Level Threshold for Incident Resolution Times.
- 7.10.2 In this illustration example:

Service Credit  $\% = 0.25 \times (95-87.5) + 2.5 = 4.375\%$ 

Consequently, the illustrated Service Credit calculation is:

Service Credit (£) = £50,000 x 4.375% = £2,187.50.

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# PART B Annex 1: Long Form Services Levels and Service Credits Table

#### 1. Availability

#### 1.1 **Services** (excluding the Service Desk)

Service Maintenance Level	Coefficient (m)	Service Level Threshold % (a)	Service Failure Threshold % (b)	Minimum Service Credit % (c)	Maximum Service Credit % (d)
1		N/A	N/A		
2		95%	80%		
3		97%	90%		
4		99%	95%		

#### 1.2 Service Desk

Service Maintenance Level	Coefficient (m)	Service Level Threshold % (a)	Service Failure Threshold % (b)	Minimum Service Credit % (c)	Maximum Service Credit % (d)
All		99%	95%		

#### 2. Incident Resolution

Number of Incidents per Service Period	Coefficient (m)	Service Level Threshold (a)	Service Failure Threshold (b)	Minimum Service Credit % (c)	Maximum Service Credit % (d)
39 or fewer		No more than 2 Incidents are Resolved in excess of the max Incident Resolution Times	5 or more Incidents are Resolved in excess of the max Incident Resolution Times		
40 and more		95%	85%		

### Call-Off Schedule 14 (Service Levels)

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### 3. Quality

### 3.1 Service Desk:

Criteria	Coefficient	Service Level Threshold	Service Failure Threshold	Minimum Service Credit	Maximum Service Credit
Calls Answered within 60 seconds		90%	80%		
Email Responded to within one (1) Working Day		90%	60%		
Abandoned Calls		95%	85%		

### 3.2 Data Service

- 3.2.1 Where the Buyer has procured Services that include data services, the following provisions will apply:
  - (a) The Services will only be deemed to have been Delivered once the Buyer has tested and accepted the quality of the data service;
  - (b) Subsequent to Services commencement, where the Buyer believes the quality of the data service is not acceptable:
    - (i) an Incident will be raised with the Service Desk;
    - (ii) the Supplier shall investigate the Incident;
    - (iii) Subsequent to the investigation, if:
      - (A) a fault is found, the Incident is Resolved as any other Incident;
      - (B) a fault is not found and the Buyer still believes the quality of the data service is unacceptable, the Supplier shall evidence to the Buyer that the data service complies with relevant Standards.
    - (iv) In the event that a fault is not found and the Supplier cannot evidence to the satisfaction of the Buyer that the data service complies with relevant Standards, the Service will be deemed Unavailable from the time that the Incident was first raised with the Service Desk and the Incident Resolution Time will be accordingly measured from that time.

Framework Ref: RM3808 Project Version: v1.0 Model Version: v3.0

### **Call-Off Schedule 14 (Service Levels)**

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### 3.3 Voice Service

- 3.3.1 Where the Buyer has procured Services that include voice services, the following provisions will apply:
  - (a) The Services will only be deemed to have been Delivered once the Buyer has tested and accepted the quality of the voice service;
  - (b) Subsequent to Services commencement, where the Buyer believes the quality of the voice service is not acceptable:
    - (i) an Incident will be raised with the Service Desk;
    - (ii) the Supplier shall investigate the Incident;
    - (iii) Subsequent to the investigation, if:
      - (A) a fault is found, the Incident is Resolved as any other Incident;
      - (B) a fault is not found and the Buyer still believes the quality of the voice service is unacceptable, the Supplier shall evidence to the Buyer that the voice service complies with relevant Standards.
    - (iv) In the event that a fault is not found and the Supplier cannot evidence to the satisfaction of the Buyer that the voice service complies with relevant Standards, the Service will be deemed Unavailable from the time that the Incident was first raised with the Service Desk and the Incident Resolution Time will be accordingly measured from that time.

Framework Ref: RM3808 Project Version: v1.0 Model Version: v3.0 Call-Off Schedule 14 (Service Levels)
Call-Off Ref:
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### **PART B Annex 2: Critical Service Level Failure**

### 1. CRITICAL SERVICE LEVEL FAILURE

- 1.1 A Critical Service Level Failure will be deemed to have occurred if the performance of the Services falls below the same Service Failure Threshold on three (3) occasions in any six (6) consecutive Service Periods.
- 1.2 In the event of a Critical Service Level Failure, the Buyer shall be entitled to terminate this Call-Off Contract for material Default.

Framework Ref: RM3808 Project Version: v1.0 Model Version: v3.0

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Call-Off Schedule 14 (Service Levels)
Call-Off Ref:
Crown Copyright 2018

### **PART C: Performance Monitoring**

- 1. Performance Monitoring and Performance Review
  - 1.1 Part C to this Call-Off Schedule provides the methodology for monitoring the provision of the Services:
    - 1.1.1 to ensure that the Supplier is complying with the Service Levels; and
    - 1.1.2 for identifying any failures to achieve Service Levels in the performance of the Supplier and/or provision of the Services (may also be referred to as a "Performance Monitoring System").
  - 1.2 Within twenty (20) Working Days of the Start Date the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.
  - 1.3 The Supplier shall report all failures to achieve Service Levels and any Critical Service Level Failure to the Buyer in accordance with the processes agreed in Paragraph 1.2 of Part C of this Call-Off Schedule above.
  - 1.4 The Supplier shall provide the Buyer with performance monitoring reports ("Performance Monitoring Reports") in accordance with the process and timescales agreed pursuant to paragraph 1.2 of Part C of this Call-Off Schedule which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:
    - 1.4.1 for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
    - 1.4.2 a summary of all failures to achieve Service Levels that occurred during that Service Period;
    - 1.4.3 details of any Critical Service Level Failures;
    - 1.4.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
    - 1.4.5 the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate; and
    - 1.4.6 such other details as the Buyer may reasonably require from time to time.
  - 1.5 The Parties shall attend meetings to discuss Performance Monitoring Reports ("Performance Review Meetings") on a Monthly basis. The Performance Review Meetings will be the forum for the review by the

Framework Ref: RM3808 Project Version: v1.0 Model Version: v3.0

### Call-Off Schedule 14 (Service Levels)

Call-Off Ref: Crown Copyright 2018

Supplier and the Buyer of the Performance Monitoring Reports. The Performance Review Meetings shall (unless otherwise agreed):

- 1.5.1 take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location and time (within normal business hours) as the Buyer shall reasonably require;
- 1.5.2 be attended by the Supplier's representative and the Buyer's representative; and
- 1.5.3 be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Buyer's Representative and any other recipients agreed at the relevant meeting.
- 1.6 The minutes of the preceding Month's Performance Review Meeting will be agreed and signed by both the Supplier's representative and the Buyer's representative at each meeting.
- 1.7 The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier and the calculations of the amount of Service Credits for any specified Service Period.

### 2. Satisfaction Surveys

2.1 The Buyer may undertake satisfaction surveys in respect of the Supplier's provision of the Deliverables. The Buyer shall be entitled to notify the Supplier of any aspects of their performance of the provision of the Deliverables which the responses to the Satisfaction Surveys reasonably suggest are not in accordance with this Contract.

Framework Ref: RM3808 Project Version: v1.0 Model Version: v3.0

## PART C ANNEX 1: ADDITIONAL PERFORMANCE MONITORING REQUIREMENTS

Not applicable.

Framework Ref: RM3808 Project Version: v1.1 Model Version: v3.0 Call-Off Schedule 20 (Call-Off Specification)

Call-Off Ref:

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### Call-Off Schedule 20 - Call-Off Specification

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyer under this Call-Off Contract.

Subject to the Call-Off Order Form, both Parties acknowledge and agree the following shall apply to this Call-Off Schedule 20 (Call-Off Specification):

- (i) Annex 1 which specifies the Buyer's Statement of Requirements;
- (ii) Annex 2 which specifies the Supplier's Service Offers that the Supplier will deliver to the Buyer;
  - (a) Service Offer Vodafone Inclusive Value Price Plans. RM3808-Lot6-Vodafone Ltd-#068;



(b) Service Offer Vodafone Onsite-Offsite Advisor Price Plan RM3808-Lot 6- Vodafone Ltd- #067;



(c) Service Offer Vodafone Inclusive Value Price Plans RM3808-Lot6-Vodafone Ltd-#046, and shall only apply to the Public Sector Standby Value 30-Day 0GB connections.



(iii) In the event of any conflict between Annex 1 and Annex 2, Annex 2 will take precedence over Annex 1.

Framework Ref: RM3808 Project Version: v1.0 Model Version: v3.0 **Call-Off Schedule 20 (Call-Off Specification)** 

Call-Off Ref:

Crown Copyright 2018

### **ANNEX 1: STATEMENT OF REQUIREMENTS**

### 1. INTRODUCTION

1.1 The Buyer has supplementary requirements in relation to Security as set out in paragraph 2 below.

### 2. SECURITY

- 2.1 The Supplier shall provide the Deliverables under the Call-Off Contract in accordance and compliance with the following Government security frameworks and policies; and any Supplier system which holds any protectively marked Government data will comply with the following:
  - the principles in the Security Policy Framework:
     https://www.gov.uk/government/publications/security-policy-framework
  - the Government Security Classification Policy:
     https://www.gov.uk/government/publications/government-security-classifications
  - Guidance issued by the Centre for Protection of National Infrastructure on Risk
    Management in relation to personnel security risk assessment.
     <a href="https://www.cpni.gov.uk/content/adopt-risk-management-approach">https://www.cpni.gov.uk/content/adopt-risk-management-approach</a>
     (However Security in the Supply Chain and Level 1 Operational Requirements can instead be fulfilled under the Supplier's ISO27001 accreditation A.15 Supplier Relationships and A.11 respectively. Level 1 Operational Requirements should also be fulfilled by the Security Policy Framework) and Protection of Sensitive Information and Assets:
     https://www.cpni.gov.uk/protection-sensitive-information-and-assets
  - the National Cyber Security Centre's (NCSC) information risk management guidance: https://www.ncsc.gov.uk/collection/risk-management-collection
  - government best practice in the design and implementation of system components, including network principles, security design principles for digital services and the secure email blueprint:

https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice

Framework Ref: RM3808 Project Version: v1.0 Model Version: v3.0 DocuSign Envelope ID: 5AC0DEF5-2EDB-4926-AEEF-D5656C54B61C

Call-Off Schedule 20 (Call-Off Specification)

Call-Off Ref:

Crown Copyright 2018

2.2. The Supplier shall provide the Deliverables under the Contract in accordance and compliance with the security requirements of cloud services using the NCSC Cloud

Security Principles and accompanying guidance:

https://www.ncsc.gov.uk/collection/cloud-security/implementing-the-cloud-security-

principles.

2.3. The Supplier shall be certified as compliant with ISO/IEC 27001:2013 and maintain such

certification throughout the Call-Off Contract Period. Evidence of such certification and

statements of applicability shall be provided to the Buyer on request.

2.4. The Supplier shall be certified as compliant with Cyber Essentials Plus and shall

maintain such certification of compliance throughout the Call-Off Contract Period.

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Evidence of such certification shall be provided to the Buyer upon request.

Framework Ref: RM3808 Project Version: v1.0

Model Version: v3.0

**Call-Off Schedule 20 (Call-Off Specification)**Call-Off Ref:

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### **ANNEX 2: SUPPLIER'S SERVICE OFFERS**

Framework Ref: RM3808 Project Version: v1.0 Model Version: v3.0

## 0

### Vodafone Inclusive Value Mobile Price Plans

**Public Sector** 

Service Offer Reference No: RM3808-Lot6-VodafoneLtd-#068

Lot(s): 6

**Effective Date: 12/10/2021** 

Expiry Date: 12/11/2021

### Contents

- 1. The Service Overview and Why Vodafone?
- 2. Conditions on the Buyer
- 3. Outline Implementation Plan
- 4. Exit Management Plan
- 5. Service Level Agreement
- 6. Optional Schedules
- 7. Mandatory Schedules
- 8. Service Description and Price Card
- 9. Definitions

Appendix 1 – Roaming Zones

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### Vodafone Inclusive Value Mobile Price Plans

**Public Sector** 

### 1. The Service – Overview and why Vodafone

- 1.1 Vodafone provides you with the ability to make and receive telephone calls and/or send and receive data from a compatible hand held mobile device outside of a building (the "Service").
- 1.2 All Buyers whose Price Plan has an inclusive data allowance will have access to Vodafone's 4G and 5G Network.
- 1.3 Mobile voice and data primary Services shall be delivered through Vodafone's mobile network. In November 2018, the Vodafone Network delivered 99.90% UK-wide outdoor 2G coverage, with 4G covering currently 98.90% of the UK population. The network provides a high degree of overlap and uses increased signal levels, where required, to penetrate buildings and improve service coverage.

### 2. Conditions on the Buyer

2.1 In the event of a conflict between the terms and conditions included within this Service Offer and the RM3808 Framework or Call-Off Contract, then the Framework or Call-Off Contract will take precedence.

This Service Offer is available to Buyers that meet and agree to the following criteria:

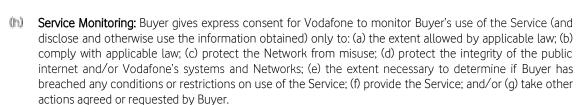
### 2.2 General Conditions on the Buyer

- At the start of the Call-Off Initial Period the Buyer will purchase a minimum of 27,000 Vodafone Inclusive Value Mobile Price Plans, which must include a minimum of 19,000 Inclusive value voice and data 2GB Sharer plans and a minimum of 8,000 Public Sector Mobile Broadband 1GB Sharer plans.
- In accordance with Joint Schedule 7 (Financial Difficulties) paragraph 2.2, Joint Schedule 7 (Financial Difficulties) shall not apply to any Call-Off Contract entered into incorporating this Service Offer.
- Authorised Users: Access by Buyer to the Services and Equipment is limited to authorised Users. If Vodafone provides each authorised User with User Details, Buyer is responsible for: (a) the security of the User Details; and (b) providing Vodafone with the identity of the authorised Users and keeping that information current. Vodafone accepts no liability for any unauthorised or improper use or disclosure of any User Details. Buyer is liable for all acts and omissions conducted using the User Details up until the time that it informs Vodafone that they are being used without authority or may be compromised.
- Additional Service Recipient: Subject to Call-Off Schedule 12 (Clustering), in the event the Buyer wishes to add Additional Service Recipients and/or Cluster Members, then Buyer shall: (a) provide the full corporate details of the Additional Service Recipient and/or Cluster Members; (b) seek approval in writing from Vodafone; (c) inform the Additional Service Recipient and/or Cluster Members of the contractual arrangements; and (d) agree to pay such additional charges and as Vodafone may reasonably request in relation to the approval of such requests subject to and in accordance with the requisite Service Offer(s)
- Save as expressly permitted under the Call-Off Contract Buyer shall not resell, distribute, provide or sublicence the Services or Equipment (except Buyer Equipment) to any third party.
- Buyer shall take appropriate measures to back up data and otherwise protect against loss of data under the Call-Off Contract.
- Terms of use: Buyer shall not (a) make unauthorised modifications to the Services (b) use the Services as a means to establish permanent servers, relay connections or interconnection services or any similar commercial activities, (c) do anything that causes the Network to be impaired; (d) use automated means to make calls, texts or send data (including via a GSM Gateway), unless expressly authorised in the Call-Off Contract or (e) use the Services in a way that may reasonably be considered to be a nuisance, defamatory, offensive, abusive, obscene or in violation of any person's rights or is illegal, fraudulent or contrary to good faith commercial practice to Vodafone's detriment. Buyer shall comply with the AUP in using the Services. Buyer shall notify Vodafone immediately of any breach of security or unauthorised use of the Services.

### Lot 6 – Mobile Voice and Data Services

### Vodafone Inclusive Value Mobile Price Plans

**Public Sector** 



- Security: Buyer shall take reasonable steps in line with commercial good practice with entities it controls to limit misuse of or threat to the Service or Network; and address any misuse or threat identified by Vodafone through the implementation of appropriate security or user controls. Buyer must seek prior approval from Vodafone before running any security tests, vulnerability scans or penetration tests on Equipment or Services.
- Buyer acknowledges that Buyer Equipment not authorised for use on the Network or any unauthorised attempt to repair or tamper with the Equipment may result in an impaired User experience and/or invalidate the manufacturer's warranty.
- Buyer must maintain, install, update or follow Vodafone's reasonable recommendations regarding Equipment maintenance or upgrades.
- Equipment that is (i) out of manufacturer's warranty; or (ii) End Of Life is used at the Buyer's risk unless expressly agreed otherwise by Vodafone.
- (m) Buyer shall:
  - appropriately configure its equipment to enable consumption of the Service.
  - maintain Buyers Equipment.
  - provide details to facilitate the delivery, provisioning and billing of the Services requested by Vodafone at the time of ordering.
  - Secure and keep in place, or assist Vodafone to obtain (at the Buyer's cost), all relevant third party consents and approvals necessary for the purposes of providing, and preparing for the provision of, the Service. Such consents and approvals include obtaining any necessary wayleave on Vodafone's requirements.
- Subject to the Framework Special Term 6, (which serves to amend Core Terms Clause 10.3.2), where the Buyer terminates the Call-Off Contract during the Initial Period, the Buyer agrees to pay Vodafone's reasonable and proven unavoidable losses resulting from the termination of the Call-Off Contract.
- Term and Spend Commitment: By entering into a Call-Off Contract incorporating this Service Offer RM3808-Lot 6-VodafoneLtd-#068, the Buyer acknowledges and agrees:
  - (i) all the Services in connection with this Service Offer RM3808-Lot 6-VodafoneLtd-#068 are provided under a Term and Spend Commitment;
  - (ii) the offer shall not include any Call-Off Extension Period on the Call-Off Order Form;
  - (iii) the offer does not provide Subsidy to new incremental Connections introduced during the Call-Off Initial Period;
  - (iv) Term and Spend Commitment, comprises the following terms as detailed in this Service Offer:
    - (A) Call-Off Initial Period and
    - (B) Minimum Spend
  - (v) Early Termination Payment: Where the Call-Off Contract or the relevant Service is terminated in accordance with the terms of the Call-Off Contract prior to the expiry of the Call-Off Initial Period and the Buyer has not achieved the Minimum Spend, the Buyer shall pay to the Supplier a lump sum termination payment which shall be calculated as the greater of:



### Lot 6 - Mobile Voice and Data Services



### Vodafone Inclusive Value Mobile Price Plans

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- a. (Minimum Spend for terminated Service(s)/Call-Off Initial Period (expressed in months)) X Number of months (whether whole or part) remaining in Call-Off Initial Period after date of termination; or
- b. Minimum Spend Actual Spend

### (the "Termination Payment")

- (vi) Failure to achieve Minimum Spend: the Buyer agrees that if the Minimum Spend is not achieved before the expiry or termination of the Call-Off Initial Period, the Buyer shall pay to Vodafone the amount of the Minimum Spend that has not been achieved on expiry or termination date of the Call-Off Initial Period within 30 days of such date;
- (vii) Subject to paragraph 2.2 (n) above, the Buyer shall pay Vodafone's reasonable and proven unavoidable Losses resulting from termination of the Call-Off Contract (in accordance with Framework Special Term 6) which includes payments set out at paragraph 2.2(o) (v) above;
- (viii) In relation to this Service Offer RM3808-Lot 6-VodafoneLtd-#068, references to a Term per Connection commitment and corresponding termination charges shall be removed and replaced with the principles of Minimum Spend, Call-Off Initial Period and Termination Payment.
- (ix) Subject to paragraph 2.2 (o) (v) and (vi) above, both Parties acknowledge and agree that Vodafone is not entitled to recover Termination Payment or otherwise obtain restitution more than once in respect of the same loss.

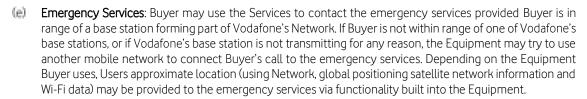
### 2.3 Mobility Services Conditions on the Buyer

- **Security of communications:** Vodafone shall exercise reasonable efforts to ensure the security of Buyer's and Users' communications. However, for reasons beyond Vodafone's control, it does not promise or guarantee that communications will be completely secure.
- **Network interruptions:** Buyer acknowledges that, due to the nature of mobile technology, it is impossible to provide a fault-free Service and the Network does not have guaranteed uninterrupted service availability. For example, the Services may be affected by local terrain (e.g., trees, hills and buildings), weather, electromagnetic interference, arrangement of and number of users accessing a base station, and compatibility and availability of any equipment, systems and third-party services used by Buyer.
- Network coverage: Buyer acknowledges it is their responsibility to request an estimate of the signal strength the Buyer may experience when in the UK. Please speak to Buyer's Vodafone account manager (where applicable), or email
- Network Sunset: Buyer hereby acknowledges and accepts that (i) certain Network technologies used to provide the Service on Equipment or Buyer Equipment may retire prior to the expiry of the contract; (ii) current Networks may be replaced by further advanced Network technologies during the term of the contract. As a result, Buyer agrees that maintaining compatibility of its devices with the available Networks from time to time shall be its responsibility.

### Lot 6 – Mobile Voice and Data Services

### Vodafone Inclusive Value Mobile Price Plans

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#### General Sim Terms

- Authorised Use: Buyer shall only use the SIMs to access the Network and receive the benefit of the Services. Buyer shall use reasonable endeavours to ensure that SIMs are only used with Buyer's authorisation and shall inform Vodafone as soon as is reasonably practicable after Buyer becomes aware that a SIM is lost, stolen or damaged. Buyer will be liable for any loss or damage suffered by Buyer as a result of unauthorised use of SIMs (including due to loss or theft) up to the time that Buyer has notified Vodafone that such SIM is being used without Buyer's authorisation.
- Dynamic Updates: Buyer accepts that where a User does not accept an update or upgrade to the SIM sent by Vodafone, Vodafone may suspend or deactivate their SIM.
- Title: Vodafone shall retain title to SIMs at all times, however Vodafone grants Buyer a licence to use the SIMs (including any software they contain) to the extent necessary to use the Services. Buyer may disconnect SIMs by providing Vodafone 30 Working Days' notice.

### Vodafone Wi-Fi Calling Requirements

- To use Wi-Fi Calling, Buyer must have:
  - (A) a compatible price plan;
  - (B) a compatible mobile device; and
  - (C) good access to a wireless internet connection.
- Allowances: Voice calls made with Wi-Fi Calling will use Buyer's usual UK plan allowances as detailed in this Service Offer. If Buyer exceeds its UK allowances, voice calls over Wi-Fi will be charged at standard UK call rates detailed in this Service Offer.
- Data Usage: Voice calls over Wi-Fi use a wireless internet connection, so in addition to the standard call charges above, each User will also use data of the wireless network they are connected to. Vodafone shall not be liable for any data charges incurred for this usage.
- **Roaming:** Buyer shall not use Wi-Fi Calling whilst roaming outside of the UK. In the event Buyer makes or receives Wi-Fi calls whilst abroad, additional charges shall apply.
- **Deactivation**: Each User can deactivate the Wi-Fi Calling option under Settings on their mobile device. If Buyer wishes to remove Wi-Fi Calling across Buyer's entire account or any number of devices on Buyer's account, Buyer shall notify Vodafone.
- (vi) Call Quality: Vodafone cannot guarantee specific levels of performance and the call quality will depend on the number of other devices connected to the wireless internet connection. Buyer acknowledges that calls made over Wi-Fi will be disconnected if the Wi-Fi signal is no longer available and the User will have to redial to continue with the call through Vodafone's mobile network (this includes calls made to emergency services).
- Network Dependency: Vodafone's ability to provide Wi-Fi Calling is dependent upon the Wi-Fi network accessed by Buyer, as well as the general availability of the public telecommunications network. Buyer acknowledges that there are factors outside of Vodafone's control which will limit Vodafone's ability to provide Wi-Fi Calling.
- **Emergency Services:** Buyer acknowledges that if a User makes a 999 call when using Wi-Fi Calling, the device will attempt to make that call using a normal mobile network. If there is no mobile network available, the call will be routed over Wi-Fi and the emergency services will not be able to identify the User's location automatically.



### Lot 6 - Mobile Voice and Data Services

### Vodafone Inclusive Value Mobile Price Plans

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### Price Plans:

- Voice and Data Price Plans: Data price plans are not designed for use in voice-enabled Equipment.

  Any voice usage on a Data price plan shall be charged at the rate detailed in this Service Offer.
- Data and Email Price Plans: The following terms apply to the Data and Email price plans in the Call-Off Contract:
  - (A) All Data limits include both downloaded and uploaded Data.
  - (B) If Buyer takes a price plan with Fair Usage, and a Connection exceeds the Fair Usage limit in any month, Vodafone shall notify Buyer to change that Connection's usage to come within the Fair Usage limit. If the Connection's usage still exceeds the Fair Usage limit after 30 days from notification, or more than 45% of the total Connections on the Data price plan exceeds the Fair Usage at any time, Vodafone may charge Buyer its Standard List Price for the excess usage.
  - (C) Vodafone measures Data usage in kilobyte (KB) and offers Data in megabyte (MB or 1024KB).and gigabyte (GB, 1024 MBs) units.
  - (D) Buyer's inclusive Data allowance and additional Data services will define the amount of data Buyer can use without an additional charge.
  - (E) Vodafone calculates Buyer's Data usage based on the amount of Data that travels over the Network, which may differ from the Data Buyer's device consumes. Buyer's Data usage may include Data packages which are resent over the Network, for example if Buyer's Connection drops off or if a webpage is refreshed. Certain Data services (websites and other packets) may be usage free and will not be taken from Buyer's data allowance, whilst others can consume Buyer's data allowance.
  - (F) Vodafone measures Data usage the same way over networks including but not limited to 2G, 4G etc.
- Subsidy: Where Vodafone offers the Buyer a Subsidy the following terms apply
  - Restrictions on Subsidy: Vodafone shall not provide additional Subsidy: (a) for Connections that are disconnected and then re-connected; or (b) where an existing Connection has been transferred to another User. Vodafone may reclaim from Buyer any per Connection Subsidy paid for Connection(s) which disconnect within three months of receiving a Connection Subsidy.
  - Migrated Connections: The Subsidy shall not apply to Migrated Connections unless stated in the Subsidy table.
- If the Buyer's excessive usage damages or impairs (or risks damaging or impairing) the performance of Vodafone's Network, Vodafone reserves the right to limit the download speed of, or suspend, the Buyer's Service. If the Buyer's Service is limited or suspended Vodafone and the Buyer shall discuss and implement appropriate controls on the end user's usage (taking into account, the circumstances).

### 2.4 Enterprise Spend Manager Conditions on the Buyer

- Enterprise Spend Manager: New or renewing Buyers on eligible plans will have the option to set and manage a monthly usage limit to control out-of-plan charges on each Connection. This limit will apply to charges and Services (for example, any calls, messaging, data usage, picture messages, app purchases and roaming in certain countries) that aren't included in Buyers plan. Buyer must inform Vodafone when requested what the monthly usage limit should be.
- **Multiple Connections**. Buyers with multiple Connections on eligible price plans will be able to set a Usage Limit on each eligible price plan. Buyer's account administrator or other authorised user will be the only person able to add, remove and/or make changes to the Usage Limit for each Connection.



### Lot 6 – Mobile Voice and Data Services

### Vodafone Inclusive Value Mobile Price Plans

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### Adding and Changing a Usage Limit:

- Vodafone will apply a Usage Limit, or any changes to the level of a Usage Limit within a reasonable timeframe. The applicable Connection will receive a SMS when a Usage Limit is added or updated which will notify the User of the date when the Usage Limit will be effective this may not be until the start of the following month. Any out of plan charges incurred before the Usage Limit is effective will still be chargeable.
- If a Usage Limit is added or changed mid-month any out of plan charges incurred before the Usage Limit is effective will still be chargeable.
- Data Caps: Vodafone Enterprise Spend Manager does not replace any existing caps or limits, such as domestic data caps or the as at June 2020) roaming data cap, and will work alongside each of these.
- (e) Charges included in Vodafone Enterprise Spend Manager. The following out-of-plan charges will be covered by a Usage Limit:
  - subject to clause 4 in respect of Data Sharer plans, out-of-plan charges for data, minutes and texts;
    - (A) picture messages;
    - (B) video calls;
    - (C) Premium Rate Calls and texts (including calls to "short code" numbers such as voting on TV shows and access to 118 or Directory Enquiries);
    - (D) roaming charges for usage outside of Vodafone Roam-free and Roam-further destinations, or Business Traveller destinations in accordance with the applicable price plan; and
    - (E) Business Traveller or Global Traveller daily fee.
- Charges excluded from Vodafone Enterprise Spend Manager: The following out-of-plan charges will not be covered by a Usage Limit:
  - fixed phone and broadband services;
  - charge to bill subscriptions and payments (such as Spotify Premium or app purchases);
  - charity donations (such as through JustTextGiving);
  - (iv) recurring premium text messages;
  - (w) Add-ons; and
  - any fees and account-level charges (such as for paper billing or early termination).
- Reaching Usage Limit: In respect of Data Sharer plans, Vodafone will send a SMS to the applicable Connection when usage on that Connection is near the Usage Limit and another once the Usage Limit has been reached. Further use of out-of-plan services will be restricted until the Buyer account administrator or authorised user either changes or turns off the Usage Limit for the remainder of that month. If a Usage Limit is:
  - changed, the updated Usage Limit will apply from the date notified to the Buyer; or
  - temporarily turned off in a month due to the Connection reaching the Usage Limit, the Usage Limit will reset at the start of the following month and continue to apply.
- (in) Removal of Usage Limit: If a Usage Limit is turned off any charges incurred for additional services (usually covered by Vodafone Enterprise Spend Manager) which are not included in the price plan will be charged in accordance with the Call-Off Contract.
- Data Sharer Plans.
  - There are two types of Usage Limit available on Data Sharer plans; Individual and Group Data Sharer.
    The following out-of-plan charges for minutes, text and data apply:



### Lot 6 – Mobile Voice and Data Services

### Vodafone Inclusive Value Mobile Price Plans

**Public Sector** 



Usage Limit Type	Connection type Usage Limit is available	Usage Limit measurement	Out-of-plan services covered by Usage Limit
Individual	Lead Connection and each Member Connection	£ sterling	Minutes and texts and if:  Opted-out of Business Traveller: data usage in Europe Zone 2, USA, Canada, Asia Pacific, Rest of the World 1 and Rest of the World 2 destinations; or  Opted-in to Business Traveller: data usage in Rest of the World 1 and Rest of the World 2 destinations.
Group Data Sharer	· ·		Opted-out of Business Traveller: data usage in domestic and Europe Zone 1 destination.  Opted-in to Business Traveller: data usage in domestic, Europe Zone 1, Europe Zone 2 and World Zone destinations.

- Reaching Group Data Sharer Usage Limit: Vodafone will send a SMS to the Lead Connection when out-of-plan data usage for the Group is near the Group Data Sharer Usage Limit and another once the Group Data Sharer Usage Limit has been reached. Further use of out-of-plan data services set out in the table above will be restricted for all Member Connections in the Group until the Lead Connection either changes or turns off the Group Data Sharer Usage Limit for the remainder of that month. If a Group Data Sharer Usage Limit is:
  - (A) changed, the updated Group Data Sharer Usage Limit will apply from the date notified to the Buyer in accordance with clause; or
  - (B) temporarily turned off in a month due to the Group reaching the Group Data Sharer Usage Limit, the Group Data Sharer Usage Limit will reset at the start of the following month and continue to apply.
- If a Group Data Sharer Usage Limit is reached the Individual Usage Limit will continue to apply separately to the out-of-plan services set out in the table above.

### 2.5 Vodafone Public Sector Traveller Conditions on the Buyer

### (a) Service Details and Opting In

- Vodafone Public Sector Traveller is available to Public Sector Buyers buying any price plan from within this Service Offer, only. It cannot be used with any other price plans.
- Public Sector Traveller is included as default. Buyer may opt out of Public Sector Traveller at account level only.
- Public Sector Traveller may take up to 24 hours to be applied to or removed from Buyer's account.

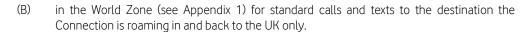
### (b) Using Public Sector Traveller

- Once opted in Buyer's voice-enabled Connections will be able to use Buyer's applicable UK price plan (minutes, texts and data):
  - (A) in the Europe Zones (see Appendix 1) for standard calls and texts to any Europe Zone destination and back to the UK only; and

### Lot 6 - Mobile Voice and Data Services

### Vodafone Inclusive Value Mobile Price Plans

**Public Sector** 



(iii)	The Europe Zones and the World Zone constitute the 'Public Sector Traveller Zone' (see table belo	ı۷
	price plan).	

- A daily per Connection Charge of (ex VAT) for the Europe Zone 2 (unless stated otherwise in the price plan for your plan) and (excluding VAT) for the World Zone will be applied (iii)automatically to Buyer's bill each day a Connection uses its phone within the relevant Public Sector Traveller Zone (both for calls and texts to numbers within and outside the Public Sector Traveller Zone and for data). There is no daily fee in Europe Zone 1. Please note that the per Connection Charge is in addition to Buyer's per minute, per text and data charges as set out in Buyer's applicable UK price plan.
- (ivi) For the Europe Zone, calls or texts to destinations outside of the UK and the Europe Zone will be charged at Vodafone's international rates as set out in Buyer's price plan and the daily Charge will still apply (in Europe Zone 2 only). For the World Zone, calls or texts to countries outside of the UK and the country the Connection is roaming in will be charged at Vodafone's international rates as set out in the Buyer's price plan and the daily Charge will still apply.
- When Buyer is travelling within the Public Sector Traveller Zone, Buyer's allowance shall renew as usual each month.
- (vi) Where a Public Sector Traveller Zone destination is a country which has more than one-time zone, Vodafone will count a day as 00:00 to 23:59 local time of the capital city of the local country (as set out below). Please note that where Buyer travels to the Canary Islands, Vodafone will count a day as GMT+1. If a Connection travels to another destination in the Public Sector Traveller Zone on the same day, the daily Charge shall apply once for the day on which that Connection uses its device, provided that the Connection does not cross into another charging day based on the local time of the capital city of the local country. Please note that Public Sector Traveller applies to the whole of each Public Sector Traveller Zone destination, the local time of the capital city of the local country is for calculation of the daily Charge only.

### Please be aware:

- 60 Buyer accepts that by opting in to Public Sector Traveller it will be opting out of the World monthly mobile data spend cap and any associated notifications whilst in the Public Sector Traveller Zone. In the event that Buyer subsequently opts out of Public Sector Traveller, Buyer will automatically be opted back into the Rest of World monthly mobile data spend cap and any associated notifications whilst in the Public Sector Traveller Zone.
- (iii) Please note that any extras for voice-enabled Connections (apart from standard UK email price plans and international Add-ons) are not available with Public Sector Traveller.
- (iii) The following number, text and call types are not included in the Public Sector Traveller price plan: premium rate, non-geographic and revenue share numbers, picture and video messages and calls made through a virtual private network (VPN) which are all charged at Vodafone's standard roaming rates.
- (iv)Buyer acknowledges that opting into Public Sector Traveller will automatically opt Buyer out of any other Rest of World roaming offers or roaming bundles within the Public Sector Traveller Zone including Vodafone Data Traveller. If Buyer opts out of Public Sector Traveller later the Rest of World roaming offers will resume.
- 60 For Public Sector Traveller price plans, the first 50kb of data use per day (measured 00:00 to 23.59 local time of the capital city the call is made from) , provided that the daily Charge has not already been incurred by making a call or sending a text.



### Lot 6 - Mobile Voice and Data Services

### Vodafone Inclusive Value Mobile Price Plans

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### 2.6 Equipment Fund Conditions on the Buyer

- (a) A equipment credit per connection ("Equipment Credit") may be provided to the Buyer.
- (b) The amount of credit awarded depends on the price plan selected by the Buyer. The amounts are outlined within the price plan.
- If the applicable Equipment Credits are not used at the time of ordering, they are put into a fund for the Buyer to use throughout the duration of the Call Off Contract ("Subsidy").
- Buyers may not use the Subsidy towards airtime credit or any other purpose other than as specifically set out in this Service Offer, the Call-Off Contract or as may otherwise be agreed in writing by Vodafone at its sole discretion.
- Unless otherwise agreed in writing by Vodafone at its sole discretion, the Subsidy shall only be available for use by the Buyer during the term of the Call Off Contract and any unused Subsidy at the expiry or termination of the Call Off Contract will be forfeited.
  - When the Buyer enters into a new Call Off Contract term, the existing Subsidy is forfeited, and a new Subsidy is applied based on the new contract.
  - The Buyers cannot use the Subsidy towards termination or cancellation fees.
  - The Buyer should contact its account manager to check the value of its Subsidy
- The Equipment Credit may be used to purchase eligible devices from the Device Price List up to the total value of such Equipment Credit element of the Subsidy. By way of an example if the Buyer has accrued Equipment Credits to the value of £10,000 it may purchase any number of devices from the Device Price List. If the total value of the devices purchased exceeds the then current accrued Equipment Credit value, the Buyer shall pay the balance of the charges. If the total value of the devices purchased is less than the then current accrued Equipment Credit value, the balance of the accrued Equipment Credit shall remain available to the Buyer.
  - Buyer does not qualify for Equipment discounts previously awarded on older tariffs and framework agreements.

### 2.7 Roaming terms conditions on the Buyer

- (a) The charges for Roaming Calls relate to texts and calls made or received outside of the UK.
- (b) The Roaming charges exclude satellite and Premium Rate Calls.
- Charges for Premium Rate Calls and satellite calls will vary according to the cost charged by the foreign network operator and exchange rate fluctuations and include minimum charges. A network-handling fee will be applied to these calls.
- (d) The list of countries in each Zone may be subject to change from time to time.
- Eligible calls made by the Buyer are charged in 1 second increments with a minimum call charge equivalent to 30 seconds in the Europe Zone and in 30 second increments with a minimum call charge of one minute in the Asia Pacific Zone and the Rest of World Zone (excluding North America). For the North American Zone, the call is charged in 60 second increments with a minimum call charge of one minute. Eligible calls received by the Buyer are charged per second, with a minimum call charge equivalent to the minimum call charge in your standard price plan.
- 15 Vodafone cannot guarantee access to or coverage within any foreign country.
- If a call made to a Connection whilst abroad is diverted, the Buyer will be charged for receiving and making a call.



### Lot 6 - Mobile Voice and Data Services

### Vodafone Inclusive Value Mobile Price Plans

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### 2.8 Call Charges Condition on the Buyer

- (a) Calls are rounded up to the nearest whole second. Call charges are then rounded up to the nearest 1/10th of a penny.
- (b) Invoicing All call charges are then aggregated per call type and the total charge for each call type is rounded down to the nearest whole penny.
- VAT is calculated for each call to 4 decimal places of a penny, aggregated and then rounded down to the nearest whole penny.
- (d) All call charges are set out in pence per minute and all text charges in pence per standard text except where specifically set out otherwise.
- Vodafone shall issue invoices for Access Fees monthly in advance, One Off Fees in advance and all other charges monthly in arrears unless stated otherwise.
- Access to International Calls and texts are unbarred unless the Buyer notifies Vodafone otherwise.
- Charges to calls made to Premium Rate numbers, Personal numbers, Road watch and Directory Enquiries numbers are subject to change from time to time.
- The Buyer is not permitted to connect to more than one voice price plan, unless Vodafone agrees otherwise.
- For an estimate of the speeds Buyer may experience, or to discuss any issues regarding Services or any redress in respect of the Services, please speak to Vodafone's Buyer Services or Buyer's account manager (where applicable).

### 2.9 Vodafone inclusive minutes and texts fair usage

- The following usage controls shall apply, where appropriate and relevant to the call and text usage included in the price of the Buyer's Access Fees ('Inclusive Call Types') for the Inclusive price plan:
  - i. The Buyer's monthly average usage to the Inclusive Call Types ('Agreed Average Usage') and Buyer's percentage split between the different voice and text call types ('Call Profile') shall be set agreed in writing between the Buyer and Vodafone's account manager following signature of the Call-Off Contract.
  - ii. Vodafone shall monitor the Buyer's actual usage and call profile on a quarterly basis against the Agreed Average Usage and Call Profile, and the following provisions shall apply:
  - iii. If the Buyer's monthly usage of the Inclusive Call Types (averaged over a quarter) is more than 20% of the Agreed Average Usage, Vodafone shall notify the Buyer and request that the Buyer modifies its usage to ensure that subsequent monthly usage is within the 20% threshold.
  - iv. If Buyer's monthly call profile (averaged over a quarter) varies by more than 20% of the Call Profile, Vodafone shall notify the Buyer and request that the Buyer modify its usage to ensure that the monthly call profile is within the 20% threshold.
  - v. If Buyer's monthly usage and/or call profile does not fall below the 20% threshold for each of the Agreed Average Usage and/or Call Profile (as the case may be) within 3 months of Vodafone's first notification to the Buyer, Vodafone shall be entitled to migrate the Buyer's Connections to an alternative price plan and apply the corresponding charges as set out in the appropriate Service Offer(s).

### 2.10 **e-SIMs**

(i) Both Parties acknowledge and agree that e-SIMs service is not subject to this Service Offer RM3808-Lot6-VodafoneLtd-#068, however in the event the Buyer requires e-SIMs during the Call-Off Period, subject to Vodafone's securing internal governance and approval in connection with an e-SIMs product/service launch, Vodafone shall undertake reasonable endeavours to address the Buyer's service requirements.



### Lot 6 – Mobile Voice and Data Services



**Public Sector** 



- (ii) For additional clarity, any e-SIMs order shall be subject to Vodafone's Terms and Conditions, including but not limited to the relevant Charges, (if any) and the appropriate e-SIM Service Offer. Each e-SIM order(s) shall be subject to Vodafone's approval and acceptance.
- (iii) In order to access any services in connection with e-SIMs technology, the Parties further acknowledge and agree, it is the Buyer's responsibility to ensure access to the requisite e-SIM compatible devices and secure a Vodafone e-SIM profile to active the requisite device(s).

### Lot 6 - Mobile Voice and Data Services

### Vodafone Inclusive Value Mobile Price Plans

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### 3. Outline Implementation Plan

- 3.1 Vodafone provides you with a comprehensive service, moving you from the Service Commencement Date per the Call-Off Contract to your first bill. Vodafone's outline Implementation Plan is detailed below, and this will be updated to become the draft Implementation Plan once the Call-Off Contract has been received by Vodafone:
  - (a) With the Buyer's Vodafone account manager, we agree on a scope document containing an outline of the changes being implemented under the new Call-Off Contract.
  - With a representative from the Buyer's organization, Vodafone will have a call to discuss next steps.
  - Following the call, and Vodafone's analysis of the Buyer's existing services Vodafone will formulate a draft Implementation Plan for the Buyer's agreement.
  - Vodafone and the Buyer will agree a target migration or implementation date and manage all the intermediate activities supporting it.
  - (e) Vodafone and the Buyer will ensure that the Buyer's online access (via the Vodafone Corporate Online ("VCO") portal) is working as the Buyer goes live.

### 4. Exit Management Plan

- 4.1 Whether the Buyer would like to cease or move their services to a new provider entirely, Vodafone's Exit Management plan is outlined below;
  - The Buyer will notify Vodafone of its plan to cease or migrate away from any service with a minimum of 30 Working Days' notice.
  - Vodafone will extract a contract end date report which will detail the current account set up and any applicable termination fees, subject to the Framework Special Term 6, (which serves to amend Core Terms Clause 10.3.2) that will apply to the Buyers final invoice.
  - Within 2 Working Days of receiving a formal request from the Buyer, Vodafone shall generate PAC codes for Bulk Porting (up to 1k CTN sharing the same PAC) as set out in Mobile Number Portability Operator Steering Group's UK Mobile Switching and Service Termination Process Manual, and in any event within the regulatory time period provided by Ofcom.
  - The Buyer will manage their relationship and migration plan with their new supplier and provide the PAC code, if applicable, provided by Vodafone to their new supplier.
- 4.2 Subject to the Service Offer Vodafone (Onsite-Offsite Advisor Price Plan RM3808-Lot 6-Vodafone Ltd- #067), the Buyer may request the Supplier's Off-Site Advisor to produce Mobile voice and data reports that provide additional updates concerning numbers of connections by plan type, user descriptions, phone numbers, usage, cost centres, Call-Off Start and End Dates, and any other data the Supplier can reasonably access for the Buyer.

### 5. Service Level Agreement

- 5.1 For the purposes of this Service Offer:
  - (a) The provisions of this Service Level Agreement are compliant with the Service Maintenance Level 1 as set out in Schedule 14 of the Call-Off Terms.

### 5.2 Dispatch

- Subject to stock availability, for orders of 100 items or less in a single Working Day Vodafone shall dispatch:
  - 100% of Equipment ordered via VPC on the day of order confirmation.
  - 95% of Equipment ordered via email, within 24 Working Hours from the time of order confirmation.
  - 100% of SIM cards ordered via Buyers dedicated Buyer services team if ordered by 4pm on day of order.
- In the event that the Buyer places orders for more than 100 items in a single Working Day, then Vodafone shall be entitled to extend the dispatch times set out above



### Lot 6 – Mobile Voice and Data Services



### 6. Optional Schedules

Public Sector

This Service Offer assumes that the Buyer is not electing to take any of the following Optional Schedules;

- 6.1 Call-Off Schedule 3 of the Call-Off Contract shall not apply.
- 6.2 Call-Off Schedule 4 of the Call-Off Contract shall not apply.
- 6.3 Call-Off Schedule 7 of the Call-Off Contract shall not apply.
- 6.4 Call-Off Schedule 10 of the Call-Off Contract shall not apply.
- 6.5 Call-Off Schedule 13 of the Call-Off Contract shall not apply.
- 6.6 Call-Off Schedule 15 of the Call-Off Contract shall not apply.
- 6.7 Call-Off Schedule 16 of the Call-Off Contract shall not apply.
- 6.8 Call-Off Schedule 17 of the Call-Off Contract shall not apply.
- 6.9 Call-Off Schedule 18 of the Call-Off Contract shall not apply.
- 6.10 Call-Off Schedule 22 of the Call-Off Contract shall not apply.
- 6.11 Joint Schedule 9 of the Call-Off Contract shall not apply.
- 6.12 Joint Schedule 12 of the Call-Off Contract shall not apply.

Should the Buyer wish to take any of the above schedules, then these may be subject to additional charges. Please contact your Vodafone account manager, or who will clarify your requirements, and where needed publish a new Service Offer containing the selected Optional Schedules.

### 7. Mandatory Schedules

- 7.1 In accordance with the Supplier's obligations under any Call-Off Contract, Vodafone has developed and will maintain the following reports and plans, which are available to view, download, print or save, on Vodafone's Public Sector Portal. By entering into a Call-Off Contract Buyer confirms that it accepts the following reports and plans as is, with no alteration:
  - (a) Call-Off Schedule 1 (Transparency Reports) Transparency Report in accordance with Call-Off Schedule 1.
  - (b) Call-Off Schedule 8 (Business Continuity and Disaster Recovery) Business Continuity and Disaster recovery Plan in accordance with Call-Off Schedule 8.
  - Call-Off Schedule 9 (Security) Security Management Plan in accordance with Call-Off Schedule 9.

The Security Management Plan for any Deliverables purchased under this Service Offer shall be the Supplier's Security Management Plan published on Vodafone's Public Sector Portal. By entering into a Call-Off Contract the Buyer acknowledges and agrees:

- the Supplier has prepared and delivered the Security Management Plan (published as set out above) to the Buyer; and
- the Buyer has approved the Security Management Plan, in accordance with Call-Off Schedule 9 (Security) Part A: Short Form Security Requirements.



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### Vodafone Inclusive Value Mobile Price Plans

Public Sector

### 8. Service Description and Price Card

### 8.1 Primary Services

The below tables outline the available price plans, subject always to the Term and Spend Commitment set out in Section 2.2 (Conditions on the Buyer) paragraph (o) (i) –(vii) of this Service Offer. There are four types of price plan to choose from:

- Price Plan Option 1: Vodafone Public Sector Inclusive
- Price Plan Option 2 Vodafone Public Sector Mobile Broadband

Each price plan includes the following optional extras at no extra cost;

- <u>UK Data Capping</u> Is available free of charge to add on to all price plans which include data, putting you in control of your organisation's spend. UK Data capping ensures that your users cannot exceed their allocated data allowance and if more data is required, a data bundle can be purchased or user moved to a price plan with more data
- <u>Wi-Fi Calling</u>-Is an opt- in service that will only be enabled once the Buyer has contacted their account manager or service manager and requested that the service is added.
  - o Please note: calls made while using Wi-Fi Calling will be billed according to the Buyer's price plan (at the same rate as calls made on the Vodafone network) and will not be identified as originating from a Wi-Fi connection.
  - o The price plans sold under this Service Offer that are compatible with Wi-Fi Calling are: Vodafone Public Sector Inclusive that include UK Data and Vodafone Public Sector Standby that include UK Data.
  - o Please contact Buyer's account manager for a list of compatible devices.
- <u>Vodafone Enterprise Spend Manager</u> Buyers will have the free of charge option to set and manage a monthly usage limit to control out of bundle charges on each Connection. This limit will apply to charges and Services (for example any calls, messaging, data usage, picture messages, app purchases and roaming in certain countries) that aren't included in Buyers plan.

### Lot 6 - Mobile Voice and Data Services

### Vodafone Inclusive Value Mobile Price Plans

**Public Sector** 



The below price card will highlight the features and pricing for each.

### Inclusive Value Price Plans

#### Included features are as follows:

5G

Available on all price plans at no additional charge.

#### **UK Calls and Texts**

Calls to standard UK Landlines (starting 01, 02, 03), mobiles and standard UK text messages made or sent (as applicable) from and to the UK are included as part of the price plan (subject to Fair Usage, as set out in Conditions on Buyer).

All other call types on the Inclusive price plan shall be charged at the out of bundle rate set out in this price card.

#### **UK Data Capping**

UK Data Capping is available across all price plans that include either a single or shared data allowance. Further detail is available in the price card.

### Public Sector Sharer

Buyers can share their individual data allowance with others in the same account (who are also sharing). Further detail is available in the price card.

### Public Sector Traveller

Included in all price plans, Buyers will be able to benefit from their UK Calls, Texts and Data bundles, as well as their home out of bundle rates whilst in Vodafone's Europe zone 2 and World Zone for a simple daily fee. Further detail is available in the price card.

### Vodafone Public Sector Inclusive Value 36 Month Price Plans

The following Inclusive Value price plans are subject always to the Term and Spend Commitment set out in Section 2.2 (Conditions on the Buyer) paragraph (o) (i) –(vii) ) of this Service Offer.

Vodafone Public Sector Inclusive Value 36 Month with sharer*						
Monthly Access Fee (Per connection)		_				
Minimum term	36 Month					
Inclusive UK data	OGB (Barred from data) 2GB*					
UK Min & Texts	s Included (Subject to Fair Usage)					
UK Data capping	No	Yes – Opt in				
Roaming	Vodafone Public Sector Traveller Included**					

<sup>\*</sup>Sharer only applies to this plan.



<sup>\*\*</sup>Subject to a daily charge in section below "Travelling and using devices abroad, Vodafone Public Sector Traveller" for more detail.

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Vodafone Inclusive Value Mobile Price Plans Public Sector

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### Vodafone Inclusive Value Mobile Price Plans

Public Sector

### Price Plan Option 2: Vodafone Public Sector Mobile Broadband Price Plans

The below price card will highlight the features and pricing for each.

### Mobile Broadband Value price plan

#### Included features are as follows:

5G

Available on all price plans at no additional charge

### **UK Data Capping**

UK Data Capping is available across all price plans that include either a single or shared data allowance. Further detail is available later in the price card.

### **Public Sector Sharer**

Buyer can share their individual data allowance with others in the same account who are also sharing. Further detail is available in the price card.

### Public Sector Traveller

Included in all price plans, Buyer will be able to benefit from their Data bundles and rates whilst in Vodafone's Europe zone 2 and World Zone for a simple daily fee. Further detail is available later in the price card.

### Vodafone Public Sector Mobile Broadband Value 36 Month Price Plans

The following price plans are subject always to the Term and Spend Commitment set out in Section 2.2 (Conditions on the Buyer) paragraph (o) (i) –(vii) ) of this Service Offer:

	Mobile Broadband Value 36 Month with sharer					
Monthly Access Fee (Per connection)						
Minimum term	36 Month	36 Month				
Inclusive UK data	1GB	60GB				
UK Data Capping	Yes – Opt in	Yes – Opt in				
Roaming	Vodafone Public Sector Traveller Included*	Vodafone Public Sector Traveller Included*				

<sup>\*</sup>Subject to a daily charge in section below "Travelling and using devices abroad, Vodafone Public Sector Traveller" for more detail.



Vodafone Inclusive Value Mobile Price Plans

**Public Sector** 

### Rates for Inclusive Value Price Plan's

Voice calls and messaging from the UK only.

Standard UK call charges	
Calls to any Vodafone UK mobile or standard UK landline (starting 01, 02 or 03) within the	
UK	
Calls to other UK mobile networks within the UK	
Calls to UK voicemail	
Standard UK call charges (1 minute minimum call charge)	
Video calling to any Vodafone UK mobile within the UK	
Video calling to other UK mobile networks within the UK	
Video calling to international mobile networks within the UK	
Standard UK text charges	
Standard UK text message	
Standard UK picture message	
Standard UK long text	
Standard UK video message	
Non-geographic call charges (1 minute minimum call charge)	
Non-geographic numbers starting 0500	
Non-geographic numbers starting 0800, 0808	
Non-geographic numbers starting 0870, 0871, 0872,0843, 0844, 0845	
Charity numbers starting 0800 or 0808	
Radio-paging services (starting 076)	
Personal numbering services (starting 070)	
	i
Call forwarding services (e.g. 07744, 07755)	_

<sup>\*</sup> These calls are subject to Fair Usage, for more detail, see the terms Fair Usage as described in the Conditions on the Buyer.

### Premium rate charges

Premium rate services (starting 09)



<sup>\*\*</sup> A service charge also applies for calls to numbers starting 084, 087, 09 or 118, as advertised by the organisation offering the service (such as your bank or travel agent).



### Vodafone Inclusive Value Mobile Price Plans

Public Sector

Voice short codes. These are usually 5-7 numbers long and used for TV or radio shows, competition lines and information services. The service provider will let Buyer know the cost of the call.

### Directory Enquiries call charges (1 minute minimum call charge)

Calls to Vodafone's preferred directory enquiry number (118 881)

Calls to directory enquiries numbers (118)



### Rates applicable for Standby Value and Inclusive Value Price Plans

### International Calls, texts and video calls from the UK

Buyer's charges for International Calls (call from the UK to an abroad destination) are set out below. These rates are applicable for both Inclusive and Standby price plans.

International Calls (one minute minimum call charge)
Calls to any Channel Islands and Isle of Man mobile and landline
(starting 01481, 01534,01624)
Calls to Europe Zones
Calls to USA and Canada
Calls to any other worldwide destination
Text messages (per message)
Texts to Channel Islands or Isle of Man numbers
Worldwide (up to 160 characters) per text
Video calls (1 minute minimum call charge)
Worldwide

All charges are stated in pence per minute or pence per text as applicable. International Calls to Europe are charged in one 60-second increment and thereafter measured in 1-second increments. Calls to International Bands USA and Canada and other Worldwide destinations are measured in 60-second increments.



Vodafone Inclusive Value Mobile Price Plans

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Rates for Mobile Broadband including Smart Funding Price Plans

Calls to any Vodafone UK mobile or standard UK landline (starting 01,02 or 03) within the UK	
Calls to other UK mobile networks within the UK	
Calls to UK voicemail	
Standard UK text charges	
Standard UK text message	

### Travelling and using devices abroad

#### Public Sector Traveller

Buyer will be automatically opted in to Public Sector Traveller. Public Sector Traveller allows you to take your UK minutes, texts and data bundle and rates abroad for a day per connection in our Europe Zone 2 and day per connection in our World Zone. For the Standby price plan, the cost to make a call will be as per the UK other network rate.

Buyer may opt out of Public Sector Traveller at any time, and may choose not to opt in if Buyer prefers and return to Vodafone Standard List roaming rates.

Please Note: By opting in to Public Sector Traveller, the Buyer will automatically opt out of the data in Europe zone 2 and the World Zone because Buyer will be using its UK Data allowance.



Vodafone Inclusive Value Mobile Price Plans

**Public Sector** 

### Roaming Rates for Inclusive & Standby Price Plans

Zone		in Europe and o the UK	Making Calls From Europe to USA and	Receiving calls and texts In Europe (No Daily Fee will	Sending texts		Using the internet
	Inclusive Price Plan	Standby Price Plan	Rest of World	apply)	Inclusive Price Plan		
Zone	Making cal and back	Making calls in Country and back to the UK	Making Calls to other Country	o other Country (No	Sending texts		Using the internet
	Inclusive Price Plan	Standby Price Plan		apply)*	Inclusive Price Plan	Standby Price Plan	



### Vodafone Inclusive Value Mobile Price Plans

**Public Sector** 

All charges are stated in pence per minute or pence per text as applicable. Calls made in Public Traveller countries/destinations have a minimum call Charge of 1 minute then charged per second charging. Group data bundle can be used while roaming if opted in Public Traveller, this will only apply to countries in Vodafone Public Sector Traveller

List of countries by Zone are detailed within Appendix 1 of the terms of this Service Offer.

### Roaming Rates for Mobile Broadband Price Plans (Including Smart Funding)

 Zone	Receiving calls and texts In Europe (No Daily Fee will apply)	Sending texts	Using The Internet	
ı				
Zone	Receiving calls and texts In Country (No Daily Fee will apply)*	Sending texts	Using The Internet	
Zone	Country (No Daily Fee will	Sending texts	Using The Internet	
Zone	Country (No Daily Fee will	Sending texts	Using The Internet	
Zone	Country (No Daily Fee will	Sending texts	Using The Internet	
Zone	Country (No Daily Fee will	Sending texts	Using The Internet	

<sup>\*</sup> Receiving standard text messages is included, premium texts not included.

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### Vodafone Inclusive Value Mobile Price Plans

**Public Sector** 

### Standard List Price for Calls, texts and data outside the UK not covered by Vodafone Public Sector Traveller

Where the Buyer opts out of Public Sector Traveller or where Buyer roams outside of Public Sector Traveller zones the following rates apply.

<sup>(†)</sup> Buyers are charged standard UK charges and standard UK out-of-bundle charges. Calls to non-standard UK numbers (premium rate, directory enquiry, non-geographical, etc.) are charged per min. Calls to Free Phone numbers (0800, 0808) are free of charge. UK Non-geographic minutes bundles can't be used in Europe Zone 1.

In Europe Zone 2, Vodafone will charge Buyer for calls Buyer makes in 1 second increments with a 30 second minimum call charge. All calls Buyer receives are charged per second.

<sup>(\*)</sup> Cross-zone calls & texts are charged as International Calls and texts. Any applicable International Add-ons and/or inclusive International minutes apply. (See 'International calls, texts and video calls from the UK' for the Intl. rates and Add-ons)

### Lot 6 – Mobile Voice and Data Services



### Vodafone Inclusive Value Mobile Price Plans

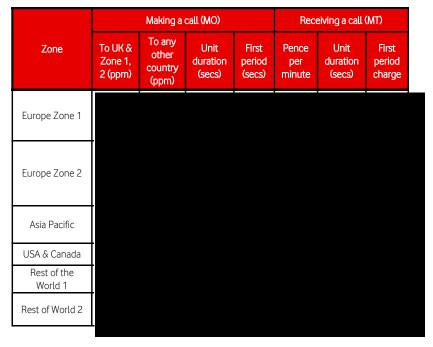
**Public Sector** 

In Asia Pacific, USA & Canada, Rest of World 1 and Rest of World Zone 2, Vodafone will charge Buyer for the calls Buyer makes and receives in 1 minute increments with a 1 minute minimum call Charge.

Premium Rate Calls and satellite calls are excluded and additional charges (including network handling fees) may apply. If Vodafone is charged an admin fee from a foreign network operator for Buyer to receive a text, Vodafone will pass this Charge to Buyer.

Buyer may use roaming services from other providers, but Buyer acknowledges that any such use is outside the Call-Off Contract and shall not contribute to any Target Spend (where applicable).

Video Telephony calls made whilst abroad are charged at the standard Vodafone World video calling rates as set out below:



### Roaming Data Bundles

Where Buyer has selected a handheld and voice Inclusive, or Standby data plan, Buyer has the option of choosing a 1GB or 2GB Roaming Data Bundle. Where Buyer is opted in to both Public Sector Traveller and a Roaming Data Bundle, Public Sector Traveller will apply in the Public Sector Traveller countries/destinations instead of the Roaming Data Bundle.

Note: Roaming Data Bundle is not shared with the group on sharer connections and will apply only to the individual connection

Description	Monthly Access Fee	What's included
1GB Roaming Data		1GB allowances to all countries except Rest of World 2 and Europe Zone 1. If used with Public Sector Traveller, the Public Sector Traveller rates will apply in the Public Sector Traveller countries/destinations and the 1GB allowance will be used in Rest of World countries not included in Public Sector Traveller.
2GB Roaming Data		2GB allowances to all countries except Rest of World 2 and Europe Zone 1. If used with Public Sector Traveller, the Public Sector Traveller rates will apply in the Public Sector Traveller countries/destinations and the 2GB allowance will be used in Rest of World countries not included in Public Sector Traveller.

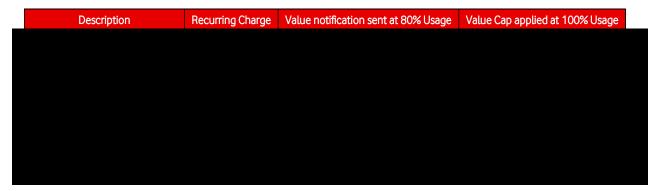


### Vodafone Inclusive Value Mobile Price Plans

**Public Sector** 

### Roaming Data Caps

Where Buyer has selected a handheld and voice Inclusive, or Standby data plan Buyer has the option of choosing a roaming data cap. When added will override standard roaming cap of and give a new cap in Europe Zone 2 and Rest of World Zones. Notification sent at 80% of usage, then capped at 100% of usage. When used with Public Sector Traveller will not take into account Public Sector Traveller countries.



### Inclusive European Roaming Fair Usage

Inclusive European Roaming services are intended for use during periodic travel and not for Buyers roaming across foreign networks on a semi-permanent or permanent basis.

If Buyers use their mobile in the inclusive European roaming zone for more than 50% of the time in any 4 month rolling period, they will receive a text requesting more moderate use of our roaming services.

If Buyers' usage in the inclusive European roaming zones continues to exceed 50% as described above, over the 2-week period following the first notification, Buyers may be charged for further use or we may bar them from using our roaming services. Buyers will be notified before we do this.

### Lot 6 – Mobile Voice and Data Services



**Public Sector** 



### Using Data in the UK

#### Additional Data Bundles for Public Sector Sharers

Buyer will share their data allowance with the rest of their organisation as standard

All connections who have chosen to opt in will share their UK data allowances, plus any Opt in Options internet packs, in a pool ("Data Pool"). Connections on a 'voice only' price plan (without an allocation of data) will not be able to opt in.

Buyer must have a ("Lead Connection") among its ("Member Connections") on the Vodafone Public Sector Sharer. The Lead Connection, Deputy Connection and the Member Connections on the Vodafone Public Sector Sharer are called the 'Group'.

The Lead Connection:

- will incur all charges incurred by the Group;
- cannot have a content bar applied because out of bundle charges will be recorded as content purchases; and
- Must be a 'smartphone.

If the Lead Connection is disconnected: (a) the last voice-enabled Member Connection in the Group will be assigned 'Lead Connection' status.

The Deputy Connection:

is optional

Buyer must purchase at least 1GB UK data for the Lead Connection which will be available for the Group to share and each connection within the Group must average at least 1GB per connection (with a data allowance) at all times e.g. if there are 4 connections with a data allowance in the Group, at least 4GB of UK data must be purchased.

Optional internet pack	Monthly Charge
500GB of UK internet usage	
1000GB of UK internet usage	
1500GB of UK internet usage	
2000GB of UK internet usage	
5000GB of UK internet usage	
10000GB of UK internet usage	

### Out of Bundle Data charges in UK

The following charges will apply once Buyer exceeds its included allowance, or where Buyer's allowance does not include any of the services listed above (out of bundle rates).

### **Public Sector Sharer**

Public Sector Sharer Out of Bundle Charge	Charge
Charge once the Group's Data Pool has been used	

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### Vodafone Inclusive Value Mobile Price Plans

**Public Sector** 

### **Data Threshold and Capping Notifications**

Buyers can request for Single Users on a connection basis to opt in to a data usage cap. The Data Usage cap will result in the user being barred once their UK Data allowance has been fully consumed.

If more data is required, Buyer can either;

- Remove the cap and be charged standard out of bundle rate as outlined in "Out of Bundle Data charges in UK" section
- Move up to a price plan which includes more data
- Purchase a Data Add-on

Buyers can request for Sharer users, to receive data threshold notifications.

### **Data Notifications**

### Below are the available notifications sent by Vodafone

- Out of bundle charging for the group will be charged to the Lead Connection
- Lead and Deputies can't opt out of receiving SMS notifications.

Message Description	Lead/Deputy connection	Message Description	Lead/Deputy connection when Member has capping
Data pool usage text - Sent to Buyer at 80% and 100% of its data pool usage. Deputy connection membership is optional.	<b>√</b>	Data pool usage text - Sent to Buyer at 80% and 100% of its data pool usage. Deputy connection membership is optional.	√
Out of Bundle Step text - Sent to Buyer at 80% and 100% of its out of bundle usage in the pool. Out of bundle charges are calculated in steps of 1GB.	√	Out of Bundle Step text - Sent to Buyer at 80% and 100% of its out of bundle usage in the pool. Out of bundle charges are calculated in steps of 1GB.	V
Pool usage query -  Text 'INTERNETBALANCE' to 40506.	<b>√</b>	Pool usage query -  Text 'INTERNETBALANCE' to 40506.	√
<b>Pool update text</b> - When optional internet packs or Member connections are added.	√	<b>Pool update text</b> - When optional internet packs or Member connections are added.	√
Lead administrator change text - The Lead Connection can be changed by calling Buyer services. A message is sent to the old Lead Connection and current Deputy connection notifying them of any change.	<b>√</b>	Lead administrator change text - The Lead Connection can be changed by calling Buyer services. A message is sent to the old Lead Connection and current Deputy connection notifying them of any change.	V
Threshold notification and bar text - When data usage has reached 100% of the Member connection's data threshold limit, a text notification is sent to the Lead Connection. The Lead Connection can respond to this message by texting 'BAR INTERNET' to 40506 to bar data usage to that Member connection for the rest of the billing month only. The Member connection's threshold limit must be applied for this feature to operate which can be applied during initial set up of Buyer's account.	<b>√</b>	Capping notification and bar text - When data usage has reached 100% of the Member connection's data capping limit, a text notification is sent to the Lead Connection to inform them that the member connection has had a data bar applied. The Lead Connection can contact the account administrator to remove the data bar. Note the Member connection the data bar applies is for the rest of the billing month only. The Member connection's threshold limit must be applied for this feature to operate which can be applied during initial set up of Buyer's account.	√

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### Vodafone Inclusive Value Mobile Price Plans

**Public Sector** 

Message Description	Lead/Deputy connection	Message Description	Lead/Deputy connection when Member has capping
Member UNBAR text - The Lead Connection can text "UNBAR INTERNET" to 40506 to allow the Member connection to use data if a bar was applied. A text is also sent to the Member connection (where enabled) to advise of the removal.	J	Member UNBAR text - The Lead Connection can text "REMOVE DATA CAP" to 40506 to allow the Member connection to use data if a bar was applied. A text is also sent to the Member connection (where enabled) to advise of the removal. To remove their cap send **I REMOVE DATA CAP to 40506	<b>√</b>
STOP Messages - If Buyer opts out of the 'Data pool usage text', 'Additional Data text', or the 'Out of Bundle Step text' by texting STOP to 40506, this will opt Buyer out of all of these texts and any texts about roaming usage.	<b>√</b>	STOP Messages - If Buyer opts out of the 'Data pool usage text', 'Additional Data text', or the 'Out of Bundle Step text' by texting STOP to 40506, this will opt Buyer out of all of these texts and any texts about roaming usage.	$\checkmark$

### Member SMS Notifications

### Below are the available notifications sent by Vodafone:

Message Description	Member connection	Message Description	Member connection with capping
Member's Threshold Limit text - Sent when data usage has reached 80% and 100% of a Member connection's data threshold limit. The Member connection's data threshold limit must be applied for this feature to operate which can be set during initial set up of Buyer's account.	V	Member's Cap Limit text - Sent when data usage has reached 80% and 100% of a Member connection's data cap limit. The Member connection's data Capping limit must be applied for this feature to operate which can be set during initial set up of Buyer's account.	$\checkmark$

The following data threshold/capping notifications are available for the Lead Connection and/or the Deputy connection (where applicable) to receive for Member connections:

Connection can either add a data threshold notification or a data capping threshold but not both. A Buyer's account can have a mixture of data thresholds notifications and data capping thresholds i.e. 10 connections with 1GB data threshold notifications and 20 connections with 20GB data capping notifications.

Data Threshold/Capping Allowance			
250MB	4GB	50GB	150GB
500MB	5GB	75GB	
1GB	8GB	100GB	
2GB	10GB	125GB	

### **Email notifications**

The Buyer will be able to opt in to receive email notifications which provide copies of SMS notifications received. The Buyer must be opted in to receive SMS notifications on the connection. The email address allocated by the Buyer could be the connection's email address or could be an administrator's group email address. The following email types are available.