

Commercial Terms

Business Customers

Department of Education Reference - ICT2020/018 Vodafone PSN Secure
Internet Gateway
(Apr'19-Sep'20)



Section A Customer Details

Customer Name	: Department for Education (the 'Customer')
Registered Address	: Department for Education. Sanctuary Buildings. Great Smith Street. London. SW1P 3BT
Company Number	: N/A
Corporate ID	: 900169337
Notice Email Address	: REDACTED
Notice Address	: As per Registered Address
Due Date	: As specified in General Terms
Invoice	: Charges shall be invoiced by Vodafone quarterly in arrears
Territory	: The Service will be provided in the UK.
Vodafone Registered Address	: Vodafone Limited, registered in England No. 1471587, with registered address Vodafone House, The Connection, Newbury, RG14 2FN.

Section B Order Details

These Commercial Terms are for:

- PSN Connect
- PSN Connect Encript

These Commercial Terms set out the pricing and specific commercial arrangement between Vodafone and Customer. "Order Details" identifies the Services Vodafone has agreed to provide, and Customer agrees to receive, subject to all applicable terms and conditions, which Customer has seen and accepts.

In addition to the Commercial Terms, the following documents govern Vodafone's supply of the Service and form the Agreement:

- (a) the General Terms;
- (b) the Fixed Family Service Terms;
- (c) any applicable Service Specific Terms (identified by reference to the Service name e.g. 'PSN Connect or Calls and Lines Service Specific Terms');
- (d) any Order;
- (e) any applicable policies and guidelines; and
- (f) any Annexes.

The General Terms and applicable Service Terms, Service Specific Terms, and policies and guidelines are available to Customer on www.vodafone.co.uk/terms and shall be identified by Service, or document name and date of publication.

Customer can identify those terms applicable to it according to Customer's Service Commencement Date and in the case of General Terms, by Customer's Connection or employee number.

Commercial Terms

Business Customers

Department of Education Reference - ICT2020/018 Vodafone PSN Secure
Internet Gateway
(Apr'19-Sep'20)



In the event that terms are not available on vodafone.co.uk/terms, they will be provided to the Customer with these Commercial Terms.

Section C Acceptance

Vodafone agrees to provide, and Customer agrees to receive, the selected Services subject to the terms and conditions set out in Section B - Order Details, above. By signing these Commercial Terms, Customer agrees to receive the selected Services and be bound by the terms of the Agreement.

Signed for and on behalf of Customer:		Signed for and on behalf of Vodafone:	
Signature:	<i>Jon Gilbert</i> <small>Jon Gilbert (Nov 3, 2020 14:38 GMT)</small>	Signature:	<i>Emma Readman</i> <small>Emma Readman (Oct 28, 2020 17:44 GMT)</small>
Name:	Jon Gilbert	Name:	Emma Readman
Position:	Deputy Director	Position:	Senior Legal Counsel
Date:	Nov 3, 2020	Date:	Oct 28, 2020

Section D Bespoke Terms

1. Customer Standards

1.1 Vodafone shall provide the Services in accordance with the Departmental Security Standards for Business Services and ICT Contracts as set out at Annex to this Agreement.

2. Charges

2.1 The Customer shall pay Vodafone a Charge of £41,316 for the Services.

3. Covid 19 Provisions

3.1 Notwithstanding anything else to the contrary in this Agreement, as a result of the COVID-19 pandemic and the UK Government's recent instructions/guidance, Vodafone and its subcontractors are required to implement a number of measures in order to protect its employees, its customers and the general UK

Commercial Terms

Business Customers

Department of Education Reference - ICT2020/018 Vodafone PSN Secure

Internet Gateway

(Apr'19-Sep'20)



population. These measures will apply to this Agreement until the instructions/guidance from the UK Government changes.

3.2 Accordingly there may be a delay to the provisioning, installation, support and maintenance elements of its Services for the following areas:

- (a) the provisioning, installation and testing of Services which require access to or working at Customer premises;
- (b) the maintenance and repair of the Services which require access to or working at Customer premises.

3.3 Notwithstanding the above, Vodafone will prioritise essential work at Customer premises for critical national infrastructure customers designated as such by the UK Government at all times.

3.4 In cases where, in Vodafone's opinion, providing the Services would present a risk to the health and safety of Vodafone's employees (or those of its sub-contractors), the Customer, its employees and users, or the public, Vodafone will be obliged to place work on such Services into a delay status and will adjust the dates included in any project implementation plan (or similar delivery plan) accordingly.

3.5 In every case, the COVID-19 pandemic and the actions of the UK Government are beyond Vodafone's control and may affect the performance of our obligations. Whilst we will continue to do our best to mitigate the impact of this on our customers, for the duration of these events, where Vodafone cannot meet any relevant Service Levels (or similar Service performance criteria), it is relieved of any accompanying liability or obligations to pay any corresponding service credits or similar payments.

[



Section E PSN Connect

1. Term and Commitment

1.1 Commercial Commitment: Vodafone's offer is based on Customer using the Service for the Minimum Term.

The Minimum Term is 1 April 2019 to 30 September 2020.

1.2 Service Commencement Date: Each Service Element and each Customer Site may have a different Commencement Date.

Vodafone will perform its standard testing procedure for the Service. When Vodafone considers that the standard testing criteria have been met, Vodafone will make the Service available to Customer or notify Customer that the Service is ready for use. Otherwise, Vodafone will make each Service Element available to Customer and notify Customer that the Service is ready for use.

Vodafone shall commence billing (or continue billing where Services and/or Equipment have already commenced) from the Service Commencement Date whether or not a valid/current PSN Compliance Certificate is held by the Customer.

1.3 Term of Optional Service Elements: If the core Service Elements are terminated in accordance with the General Terms, any applicable optional Service Elements shall automatically terminate at the same time.

1.3 Service Package selected by Customer: The following table sets out the Service Package that has been selected by Customer for each Customer Site known at the Agreement Start Date. Any additional Service Packages if applicable shall be set out in the Order: REDACTED

1.4 Termination after the Service Commencement Date: If Customer terminates a Service or Service Element after the Service Commencement Date but before the expiry of the Minimum Term or a Renewal Term:

Termination Date	Percentage of Charges
before expiry of the Minimum Term	<p>(a) 100% of all Non Recurring Charges and the aggregate of all Recurring Charges payable by Customer to Vodafone for the terminated Service or Service Element x the number of whole and partial months remaining in the first year of the Minimum Term from the date of termination; PLUS</p> <p>(b) 80% of all Recurring Charges from the end of the first year of the Minimum Term or the date of termination (whichever is later) to the end of the Minimum Term.</p>

Commercial Terms

PSN Connect



Business Customers

before expiry of a Renewal Term	(c) 80% of the aggregate monthly recurring port Charges and quality of service ("QoS") Charges for the terminated Service or Service Element x the number of whole and partial months remaining in the Renewal Term
Termination Date	Percentage of Charges
	following from the date of termination; PLUS (d) Any Charges for a means of access to the Backbone via the access circuit (not bundled with the monthly recurring port Charges), which Vodafone is committed to pay to any Third Party Provider up to the end of the Renewal Term.

2. Services

2.1 Vodafone shall provide the Customer the Service Elements at the quantity set out at Section 3.1

3. Charges

3.1 Standard Service Elements: REDACTED

Commercial Terms

PSN Connect



Business Customers

3.2 Equipment:

(a) General:

- (i) Vodafone is providing Equipment for Customer's use (including/routers)
- (b) Equipment Cancellation: Individual Equipment Orders are non-cancellable unless the entire Agreement is terminated in accordance with the General Terms.
- (c) Delivery Costs: Standard List Price unless expressed otherwise.
- (d) Equipment Installation Charges: If Customer cancels the installation of any Equipment within 72 hours of the advised installation date, Customer is responsible for the applicable Installation Charges and Vodafone may terminate the affected Service Element without liability to Customer or without prejudice to Vodafone's other rights or remedies set out in the Agreement. If no Installation Charges are set out, Vodafone may charge Customer reasonable costs incurred in preparing and planning the installation.

3.3 Ancillary Charges: Customer shall pay Vodafone any applicable Ancillary Charges which may be charged concurrently as appropriate (for example, an "Aborted Site Visit" charge and an "Out of Hours" charge). A nonexhaustive list of the relevant Ancillary Charges are set out here as maybe updated from time to time. <http://www.vodafone.co.uk/cs/groups/public/documents/document/fixed-line-ancillary-charges.pdf>

4. Billing and Invoicing

As set out in the "Invoice" section above.

Commercial Terms PSN Connect

Business Customers



© Vodafone Limited 2020

Page 6 of 11

Commercial Terms
[Ref: AH/KW /13.10.20



Section F PSN Connect Encrypt

1. Term and Commitment

1.1 Commercial Commitment: Vodafone's offer is based on Customer using the Service for the Minimum Term.

The Minimum Term is 1 April 2019 to 30 September 2020.

1.2 Service Commencement Date: Each Service Element and each Customer Site may have a different Commencement Date.

Vodafone will perform its standard testing procedure for the Service. When Vodafone considers that the standard testing criteria have been met, Vodafone will make the Service available to Customer or notify Customer that the Service is ready for use. Otherwise, Vodafone will make each Service Element available to Customer and notify Customer that the Service is ready for use.

Vodafone shall commence billing (or continue billing where Services and/or Equipment have already commenced) from the Service Commencement Date whether or not a valid/current PSN Compliance Certificate is held by the Customer.

1.3 Term of Optional Service Elements: If the core Service Elements are terminated in accordance with the General Terms, any applicable optional Service Elements shall automatically terminate at the same time.

1.3 Termination after the Service Commencement Date: If Customer terminates a Service or Service Element after the Service Commencement Date but before the expiry of the Minimum Term or a Renewal Term:

Termination Date	Percentage of Charges
before expiry of the Minimum Term	<p>(e) 100% of all Non Recurring Charges and the aggregate of all Recurring Charges payable by Customer to Vodafone for the terminated Service or Service Element x the number of whole and partial months remaining in the first year of the Minimum Term from the date of termination; PLUS</p> <p>(f) 80% of all Recurring Charges from the end of the first year of the Minimum Term or the date of termination (whichever is later) to the end of the Minimum Term.</p>
before expiry of a Renewal Term	<p>(g) 80% of the aggregate monthly recurring port Charges and quality of service ("QoS") Charges for the terminated Service or Service Element x the number of whole and partial months remaining in the Renewal Term following from the date of termination; PLUS</p> <p>(h) Any Charges for a means of access to the Backbone via the access circuit (not bundled with the monthly recurring port Charges), which Vodafone is committed to pay to any Third Party Provider up to the end of the Renewal Term.</p>

2. Services

2.1 Vodafone shall provide the Customer the Service Elements at the quantity set out at Section 3.1



3. Charges

3.1 Standard Service Elements: REDACTED

3.2 Equipment:

General:

Vodafone is providing Equipment for Customer's use (including/routers)

Equipment Cancellation: Individual Equipment Orders are non-cancellable unless the entire Agreement is terminated in accordance with the General Terms.

Delivery Costs: Standard List Price unless expressed otherwise.

Equipment Installation Charges: If Customer cancels the installation of any Equipment within 72 hours of the advised installation date, Customer is responsible for the applicable Installation Charges and Vodafone may terminate the affected Service Element without liability to Customer or without prejudice to Vodafone's other rights or remedies set out in the Agreement. If no Installation Charges are set out, Vodafone may charge Customer reasonable costs incurred in preparing and planning the installation.

3.3 Ancillary Charges: Customer shall pay Vodafone any applicable Ancillary Charges which may be charged concurrently as appropriate (for example, an "Aborted Site Visit" charge and an "Out of Hours" charge). A nonexhaustive list of the relevant Ancillary Charges are set out here as maybe updated from time to time. <http://www.vodafone.co.uk/cs/groups/public/documents/document/fixed-line-ancillary-charges.pdf>

4. Billing and Invoicing

4.1 As set out in the "Invoice" section above.

Business Customers

PSN Connect Service Terms



Vodafone PSN
Connect RM3808-Lot1
C2 General

RM3808 Network Services 2

Lot 1 – Data Access Services

Vodafone PSN Connect

Public Sector



Service Offer Reference No: RM3808-Lot1-VodafoneLtd-#002

Lot(s): 1

Effective Date: 16/08/2019

Expiry Date: 16/08/2022

Contents
1. The Service – Overview and why Vodafone
2. Conditions on Customer
3. Outline Implementation Plan
4. Exit Management Plan
5. Service Level Agreement
6. Exclusions
7. Mandatory Schedules
8. Service Description and Price card
9. Key subcontractors
10. Definitions
Appendix 1 – Service Specific Terms
Appendix 2 – General Terms
Appendix 3 – Fixed Terms
Appendix 4 – Tiered Support Service Model (TSSM) Terms
Appendix 5 – Vodafone Acceptable Use Policy



1. The Service – Overview and why Vodafone

- 1.1 Vodafone provides you with wide area connectivity for the provision of a managed or unmanaged point-to-point data-only connection and/or point-to-internet/cloud data-only connection. (The “Service”).
- 1.2 Vodafone has a vast range of experience and track record of providing pan government services. Interworking with other Vodafone WAN and Cloud services such as PSN Connect Encrypt and Vodafone One Net Enterprise (VONE-C).
- 1.3 Vodafone's scale and commitment to network investment. Uses Vodafone's newest MPLS network, Redstream, with reach to over 1000 points of presence and nx100G capable capacity for advanced network efficiency and best cost effectiveness

2. Conditions on the Customer

- 2.1 The Customer is responsible for maintaining PSN and security compliance throughout the life of the service for sites that connect to the PSN shared service domain.
- 2.2 This Standard Service Offer (“SSO”) is subject to the following conditions on the Customer:
The Customer shall at the time of ordering any of the Services under this Service Offer:
 - (a) Provide full details of the Services required and the Customer site locations to enable validation of the Order Form. Such details shall include:
 - Access and/or Service Bandwidth required
 - Rack location
 - Room name or room number
 - Building name, number and floor.
 - Street name, town, city & postcode
 - (b) For each Customer Site location the Customer shall provide a site contact name and contact details to include:
 - Contact telephone and email address
 - (c) The Customer shall provide 10/100/1000 Mbit/s Ethernet (IEE802.3/IEE802.3u) LAN port and RJ45 cable to connect to the CPE router or alternative interface agreed at time of order
 - (d) Where the services are to be provisioned at a Customer site that is owned by a third party landlord the Customer shall advise the landlord or site owner’s details including:
 - Landlord or site owner company name
 - Name of nominated representative, including contact details



- Landlord or site owner building address including: (i) Room name and/or room number (ii) Building name, number and floor.
(iii) Street name, town, city & postcode
- (e) The Customer shall provide full details to enable billing of the Service including:
 - Billing contact name, telephone and email contact details
 - Purchase order references
 - Billing entity/company name
 - Billing address
 - VAT Registration Number
- (f) Appropriately configure its equipment to enable consumption of the Service;
- (g) Maintain its own equipment;
- (h) Comply with the:
 - (i) Service Terms for PSN Connect as set out at Appendix 1
 - (ii) General Service Terms set out at Appendix 2
 - (iii) Fixed Terms set out at Appendix 3
 - (iv) Tiered Support Service Model TSSM Service Terms set out at Appendix 4 and (v) Acceptable Use Policy set out at Appendix 5

- 2.3 In the event of a conflict between the General, Fixed or Service Terms and the Call-Off Contract, then the Call-Off Contract shall take precedence.

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 Order Form has been received by Vodafone:
- (a) Vodafone will validate the Order containing the details of the Services being implemented under this Service Offer.
 - (b) Vodafone will confirm the Order with a representative from the Customer's organisation advising of any missing details.
 - (c) Once all details are provided by the Customer, Vodafone will submit the Order for delivery and advise the Ready for Service target date to the Customer.
 - (d) Vodafone will manage the intermediate activities supporting the implementation process.



(e) Vodafone will conduct end-to-end testing and confirm to the Customer when the Service is ready for use.

4. Exit Management Plan

4.1 Whether the customer would like to cease or move their services to a new provider entirely, Vodafone's Exit

Management plan is outlined below;

- (a) The Customer will notify Vodafone of its plan to cease or migrate away from any service within the minimum termination period agreed within the call off-contract.
- (b) Vodafone will extract a contract end date report which will detail the current account set up and any applicable termination fees that will apply to the Customers final invoice.
- (c) Upon formal request from the Customer, Vodafone, where applicable, will generate relevant authorisation/ decommissioning codes within the regulatory time period.
- (d) The Customer will manage their relationship and migration plan with their new supplier and, if applicable, share any relevant data provided by Vodafone to their new supplier

6. Service Level Agreement

5.1 For the purposes of this SSO:

- (a) The provisions of this Service Level Agreement are compliant with and supplementary to Service Maintenance Level 1 as set out in Schedule 14 of the Call-Off Terms.
- (b) Service credits are not offered in respect of the Services provided under this SSO.
- (c) In addition to the Service Level Agreement in Service Maintenance Level 1 as set out in Schedule 14 of the Call-Off Terms the Customer will also benefit from the following Tiered Support Service Model ("TSSM"),
 - (i) Within each Tiered Support Service "family" there are three tiers of support: Foundation, Enhanced and Premium.
 - (ii) The Foundation tier forms part of the standard Service provided by Vodafone. Enhanced and Premium tiers offer additional Customer benefits.
 - (iii) The table below details the TSSM tiers the Customer will receive as part of this Service Offer.

Support Level	
Request Fulfilment Incident Management	<input checked="" type="checkbox"/> Enhanced <input type="checkbox"/> Premium
Problem Management (Problem Management is available for Platform Services and Core Services only)	<input checked="" type="checkbox"/> Foundation (Problem Management will not be tailored for each customer – there is a general Vodafone process for this tier) <input type="checkbox"/> Enhanced <input type="checkbox"/> Premium

RM3808 Network Services 2

Lot 1 – Data Access Services

Vodafone PSN Connect

Public Sector



Service Level Management	<input checked="" type="checkbox"/> Foundation <input type="checkbox"/> Enhanced <input type="checkbox"/> Premium
Financial Reporting (Billing)	<input checked="" type="checkbox"/> Foundation <input type="checkbox"/> Enhanced <input type="checkbox"/> Premium
Change Management	<input checked="" type="checkbox"/> Foundation (available for Platform Services and Core Services only) <input type="checkbox"/> Enhanced <input type="checkbox"/> Premium

6.2 Customer Contact Management (a) The Customer Services Helpdesk shall be available to the Customer during Operating Hours to provide the Available Services.

(b) The Customer shall only contact a Helpdesk via the relevant Contact Numbers provided to the Customer by Vodafone following the Call-Off Commencement Date.

(c) For Customer calls to the Customer Services Helpdesk, Vodafone shall (in addition to the corresponding Service Level set out in Call-Off Schedule 14) answer such calls as follows: 90% of the calls within 20 seconds, and the rate of Call Abandonment shall be no more than 5%.

(d) The applicable Vodafone service team shall respond to the Customer emails within 48 hours measured on Working Days only.

(e)

Helpdesk / Platform	Operating Hours	Available Services
Customer Services Helpdesk	24/7 7 days a week	<ul style="list-style-type: none">- All Corporate Customer care services.- General enquiries- Technical support for the Services including incidents and queries.
Vodafone One Portal	24/7 7 days a week	<ul style="list-style-type: none">- Raising, tracking, managing incidents- Change of User details- Billing

7. Exclusions

1.1 Joint Schedule 7 of the Call-Off Contract shall not apply.

1.12 Call of Schedule 18 of the Call-Off Contract shall not apply.



2.2 Joint Schedule 9 of the Call-Off Contract shall not apply.

3.3 Joint Schedule 12 of the Call-Off Contract shall not apply.

7.4 Call-Off Schedule 3 of the Call-Off Contract shall not apply.

7.5 Call-Off Schedule 4 of the Call-Off Contract shall not apply.

7.6 Call-Off Schedule 7 of the Call-Off Contract shall not apply.

7.7 Call-Off Schedule 10 of the Call-Off Contract shall not apply.

7. 4 Call-Off Schedule 13 of the Call-Off Contract shall not apply.

7.9 Call-Off Schedule 15 of the Call-Off Contract shall not apply.

7.10 Call-Off Schedule 16 of the Call-Off Contract shall not apply.

7.11 Call-Off Schedule 17 of the Call-Off Contract shall not apply.

(c) Call-Off Schedule 9 (Security) - Security Management Plan in accordance with Clause 4, of 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 the Supplier's Public Sector Portal. By entering into a Call-Off Contract the Buyer acknowledges and agrees:

(i) the Supplier has prepared and delivered the Security Management Plan (published as set out above) to the Buyer; and

(ii) the Buyer has Approved the Security Management Plan, in accordance with paragraphs 4.3.1 and

4.3.2 of Call-Off Schedule 9 (Security) Part A: Short Form Security Requirements.

2.13 Call of Schedule 20 of the Call-Off Contract shall not apply.

3.14 Call-Off Schedule 22 of the Call-Off Contract shall not apply.

8. Mandatory Schedules

4.1 In accordance with the Supplier's obligations under any Call-Off Contract, the Supplier has developed and will maintain the following reports and plans, which are available to view, download, print or save, on the Supplier'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 clause 1, of Call-Off Schedule 1.

(b) Call-Off Schedule 8 (Business Continuity and Disaster Recovery) – Business Continuity and Disaster recovery Plan in accordance with Clause 1, of Call-Off Schedule 8.



9. Price Card

9.1 Primary Services

Vodafone's PSN Connect provides the Customer with closed user group IPVPN connectivity and access to the wider Public Services Network (PSN).

PSN Connect enables any site to communicate with other sites and use centrally hosted services. The service also enables access to sites and services on the PSN.

Vodafone provides managed and maintained routers in the Customer's premises, site connectivity over a variety of access methods and scalability from small sites up to the very largest.

8.1.1 Vodafone PSN Connect is a Direct Network Service Provider (DNSP) service

It provides the Customer with an IP Virtual Private Network (IP VPN) established over Vodafone's network, the MSP. The service is configured to provide any to any communication between Customer sites. It uses multiprotocol label switching (MPLS), together with DCSP marking and per packet scheduling, to manage quality of service (QoS) and ensure end to end guarantees for data transfer.

The service enables the Customer to establish a private wide area network to underpin critical communications. A PSN Connect customer also has the option to connect and communicate with other PSN connected organisations. This is achieved by utilising the pan PSN Virtual Private Network (VPN) which are used to provide a common method of connectivity across the PSN. Additionally, PSN Customers can also use the pan PSN VPNs to gain access to PSNSP services and applications.

8.1.2 The main service components of PSN Connect and are included in the service are:

- (a) Access circuit – this connects a Customer Site to a port on Vodafone's MSP network. The port bandwidth can be throttled allowing the Customer to pay only for the service bandwidth which it needs. Backup and Resilience options are also supported.
- (b) Class of Service (CoS) – the Class of Service available under this Service Offer is the PSN Default (as defined in the PSN Connect Service Terms attached at Appendix 2). Typical applications involve Email, Web browsing, FTP and HTTP downloads. Application characteristics are not real time or interactive and not sensitive to jitter or delay. Other CoS are available on application, please contact your account manager.
- (c) Customer Premise Equipment (CPE) (i.e. Routers) – where ordered these will be installed, configured, managed and maintained by Vodafone.
- (d) CPE and other devices inherit the physical controls of the customer environment in which they are installed. In addition to these physical controls, additional controls are deployed to help mitigate the risks associated with power (feeds, power distribution units, UPS or equivalent backup generators) and cabling security (e.g. change management, dual routing, cable labelling, tidy & careful cabling to documented standards (e.g. avoids bends, kinks), use of ducting and where possible enclosed metal or clear conduit. There are two types of CPE a customer can purchase;
 - (i) Basic – Router capable of supporting the throughput with an average packet size of 325bytes.
 - (ii) Premium – Route capable of a higher performance as might be required for a small average packet sized used such as large IP Voice usage.

RM3808 Network Services 2

Lot 1 – Data Access Services

Vodafone PSN Connect

Public Sector



- (e) PSN Connect Network Performance Service reporting – where ordered, reporting options are available which give greater visibility of service performance.
- (f) The Service is available to sites located on the UK mainland (England, Scotland and Wales) and also Northern Ireland.
- (g) PSN Connect offers customers the opportunity to take advantage of the latest network access technology. This includes Ethernet First Mile (EFM), ADSL 2+, Fibre to the Cabinet (FTTC) and optical high speed Ethernet access.
- (h) Once a Call-Off Contract has been signed (a) further Services available under this Service Offer may be added into that Call Off Contract and (b) other technical and service changes may be agreed, in each case via Vodafone's standard change form.

RM3808 Network Services 2

Lot 1 – Data Access Services

Vodafone PSN Connect

Public Sector



PSN Connect 12 Month

Non Resilient Service

Install Charge	Annual Recurring Charge
----------------	-------------------------

Service	Technology	Total	Acce	Basic CPE	VPN	Subto w/Basi	Subto w/Prem	Additional Distance Charge (Per KM)
---------	------------	-------	------	-----------	-----	--------------	--------------	-------------------------------------

ADSL 16	ADSL	£ 150	£ 18	£ 385	£ 27	£ 842	£ 1,70	N/A
FTTC Elevated 40/10	VDSL	£ 222	£ 54	£ 370	£ 27	£ 1,15	£ 2,15	N/A
FTTC Elevated 80/20	VDSL	£ 222	£ 54	£ 586	£ 48	£ 1,62	£ 3,16	N/A
FTTC Assured 80/20	VDSL	£ 222	£ 54	£ 586	£ 2,25	£ 3,38	£ 4,92	N/A

RM3808 Network Services 2

Lot 1 – Data Access Services

Vodafone PSN Connect

Public Sector



2 MB over 10 MB	Ethernet	£ 2,13	£ 1,55	£ 370	£ 942	£ 2,86	£ 3,38	£ 200
4 MB over 10 MB	Ethernet	£ 2,13	£ 1,55	£ 370	£ 1,21	£ 3,13	£ 3,65	£ 200
6 MB over 10 MB	Ethernet	£ 2,13	£ 1,55	£ 370	£ 1,45	£ 3,41	£ 3,93	£ 200
8 MB over 10 MB	Ethernet	£ 2,13	£ 1,55	£ 370	£ 1,76	£ 3,68	£ 4,20	£ 200
10 MB over 10 MB	Ethernet	£ 2,13	£ 1,55	£ 370	£ 2,04	£ 3,96	£ 4,48	£ 200

10 MB over 100 MB	Ethernet	£ 2,13	£ 1,55	£ 1,463	£ 2,04	£ 5,05	£ 7,78	£ 200
15 MB over 100 MB	Ethernet	£ 2,13	£ 1,55	£ 1,463	£ 2,14	£ 5,16	£ 7,88	£ 200
20 MB over 100 MB	Ethernet	£ 2,13	£ 1,55	£ 1,463	£ 2,25	£ 5,26	£ 7,99	£ 200
25 MB over 100 MB	Ethernet	£ 2,13	£ 1,55	£ 1,463	£ 2,36	£ 5,37	£ 8,09	£ 200
30 MB over 100 MB	Ethernet	£ 2,13	£ 1,55	£ 1,463	£ 2,46	£ 5,48	£ 8,20	£ 200
35 MB over 100 MB	Ethernet	£ 2,13	£ 1,55	£ 1,463	£ 2,57	£ 5,58	£ 8,31	£ 200
40 MB over 100 MB	Ethernet	£ 2,13	£ 1,55	£ 1,463	£ 2,68	£ 5,69	£ 8,41	£ 200
45 MB over 100 MB	Ethernet	£ 2,13	£ 1,55	£ 1,463	£ 2,78	£ 5,80	£ 8,52	£ 200
50 MB over 100 MB	Ethernet	£ 2,13	£ 1,55	£ 1,463	£ 2,88	£ 5,90	£ 8,63	£ 200
60 MB over 100 MB	Ethernet	£ 2,13	£ 1,55	£ 1,463	£ 3,00	£ 6,02	£ 8,74	£ 200

RM3808 Network Services 2

Lot 1 – Data Access Services

Vodafone PSN Connect

Public Sector



70 MB over 100 MB	Ethernet	£ 2,13	£ 1,55	£ 1,463	£ 3,12	£ 6,13	£ 8,86	£ 200
80 MB over 100 MB	Ethernet	£ 2,13	£ 1,55	£ 1,463	£ 3,23	£ 6,25	£ 8,97	£ 200
90 MB over 100 MB	Ethernet	£ 2,13	£ 1,55	£ 1,463	£ 3,35	£ 6,36	£ 9,09	£ 200
100 MB over 100 MB	Ethernet	£ 2,13	£ 1,55	£ 1,463	£ 3,46	£ 6,48	£ 9,20	£ 200

100 MB over 1000 MB	Ethernet	£ 2,089	£ 51	£ -	£ 2,140	£ 1,830	£ 9,528	£ 30,625	£ 3,466	£ 14,824	£ 35,920	£ 200
150 MB over 1000 MB	Ethernet	£ 2,089	£ 51	£ -	£ 2,140	£ 1,830	£ 9,528	£ 30,625	£ 4,021	£ 15,379	£ 36,475	£ 200
200 MB over 1000 MB	Ethernet	£ 2,089	£ 51	£ -	£ 2,140	£ 1,830	£ 9,528	£ 30,625	£ 4,576	£ 15,934	£ 37,030	£ 200
250 MB over 1000 MB	Ethernet	£ 2,089	£ 51	£ -	£ 2,140	£ 1,830	£ 9,528	£ 30,625	£ 5,131	£ 16,489	£ 37,585	£ 200
300 MB over 1000 MB	Ethernet	£ 2,089	£ 51	£ -	£ 2,140	£ 1,830	£ 9,528	£ 30,625	£ 5,686	£ 17,044	£ 38,140	£ 200
350 MB over 1000 MB	Ethernet	£ 2,089	£ 51	£ -	£ 2,140	£ 1,830	£ 9,528	£ 30,625	£ 6,241	£ 17,599	£ 38,695	£ 200
400 MB over 1000 MB	Ethernet	£ 2,089	£ 51	£ -	£ 2,140	£ 1,830	£ 9,528	£ 30,625	£ 6,796	£ 18,154	£ 39,250	£ 200
450 MB over 1000 MB	Ethernet	£ 2,089	£ 51	£ -	£ 2,140	£ 1,830	£ 9,528	£ 30,625	£ 7,351	£ 18,709	£ 39,806	£ 200
500 MB over 1000 MB	Ethernet	£ 2,089	£ 51	£ -	£ 2,140	£ 1,830	£ 9,528	£ 30,625	£ 7,906	£ 19,264	£ 40,361	£ 200
600 MB over 1000 MB	Ethernet	£ 2,089	£ 51	£ -	£ 2,140	£ 1,830	£ 9,528	£ 30,625	£ 8,283	£ 19,641	£ 40,737	£ 200
700 MB over 1000 MB	Ethernet	£ 2,089	£ 51	£ -	£ 2,140	£ 1,830	£ 9,528	£ 30,625	£ 8,659	£ 20,017	£ 41,114	£ 200
800 MB over 1000 MB	Ethernet	£ 2,089	£ 51	£ -	£ 2,140	£ 1,830	£ 9,528	£ 30,625	£ 9,036	£ 20,394	£ 41,491	£ 200
900 MB over 1000 MB	Ethernet	£ 2,089	£ 51	£ -	£ 2,140	£ 1,830	£ 9,528	£ 30,625	£ 9,413	£ 20,771	£ 41,867	£ 200
1000 MB over 1000 MB	Ethernet	£ 2,089	£ 51	£ -	£ 2,140	£ 1,830	£ 9,528	£ 30,625	£ 9,789	£ 21,147	£ 42,244	£ 200

RM3808 Network Services 2

Lot 1 – Data Access Services

Vodafone PSN Connect

Public Sector



- Dual Diverse resilient services assume that the existing fibre infrastructure already exists to support the service. If it does not exist additional charges will apply.
- The Additional Distance Charge (KM) is calculated by measuring from the customer location to the closest Vodafone network site. The distance will be calculated at time of order and multiplied by the value within the appropriate cell above.

Resilient Service

Install Charge					Annual Recurring Charge							
Service	Technology	Access	CPE	VPN	Total	Access	Basic CPE	Premium CPE	VPN	Subtotal w/Basic CPE	Subtotal w/Prem CPE	Additional Distance Charge (Per KM)
ADSL 16	ADSL	£203.30	£97.58	£0.00	£300.88	£365.94	£951.35	£3,990.43	£548.91	£1,866.20	£4,905.28	N/A
FTTC Elevated 40/10	VDSL	£345.61	£97.58	£0.00	£443.19	£1,097.82	£1,434.15	£3,278.83	£548.91	£3,080.88	£4,925.56	N/A
FTTC Elevated 80/20	VDSL	£345.61	£97.58	£0.00	£443.19	£1,097.82	£1,434.15	£5,254.88	£975.84	£3,507.81	£7,328.54	N/A
FTTC Assured 80/20	VDSL	£345.61	£97.58	£0.00	£443.19	£1,097.82	£1,434.15	£5,254.88	£4,508.60	£7,040.57	£10,861.30	N/A
2 MB over 10 MB	Ethernet	£4,178.94	£97.58	£0.00	£4,276.53	£3,103.71	£739.51	£1,776.05	£1,885.28	£5,728.50	£6,765.04	£400.00
4 MB over 10 MB	Ethernet	£4,178.94	£97.58	£0.00	£4,276.53	£3,103.71	£739.51	£1,776.05	£2,433.06	£6,276.28	£7,312.82	£400.00
6 MB over 10 MB	Ethernet	£4,178.94	£97.58	£0.00	£4,276.53	£3,103.71	£739.51	£1,776.05	£2,980.84	£6,824.06	£7,860.60	£400.00
8 MB over 10 MB	Ethernet	£4,178.94	£97.58	£0.00	£4,276.53	£3,103.71	£739.51	£1,776.05	£3,528.62	£7,371.84	£8,408.38	£400.00
10 MB over 10 MB	Ethernet	£4,178.94	£97.58	£0.00	£4,276.53	£3,103.71	£739.51	£1,776.05	£4,082.94	£7,926.16	£8,962.70	£400.00
10 MB over 100 MB	Ethernet	£4,178.94	£97.58	£0.00	£4,276.53	£3,103.71	£2,926.29	£8,373.43	£4,082.94	£10,112.95	£15,560.08	£400.00

RM3808 Network Services 2

Lot 1 – Data Access Services

Vodafone PSN Connect

Public Sector



15 MB over 100 MB	Ethernet	£4,178.94	£97.58	£0.00	£4,276.53	£3,103.71	£2,926.29	£8,373.43	£4,295.77	£10,325.78	£15,772.91	£400.00
20 MB over 100 MB	Ethernet	£4,178.94	£97.58	£0.00	£4,276.53	£3,103.71	£2,926.29	£8,373.43	£4,508.60	£10,538.61	£15,985.74	£400.00
25 MB over 100 MB	Ethernet	£4,178.94	£97.58	£0.00	£4,276.53	£3,103.71	£2,926.29	£8,373.43	£4,721.43	£10,751.44	£16,198.57	£400.00
30 MB over 100 MB	Ethernet	£4,178.94	£97.58	£0.00	£4,276.53	£3,103.71	£2,926.29	£8,373.43	£4,934.26	£10,964.27	£16,411.40	£400.00
35 MB over 100 MB	Ethernet	£4,178.94	£97.58	£0.00	£4,276.53	£3,103.71	£2,926.29	£8,373.43	£5,147.09	£11,177.10	£16,624.23	£400.00
40 MB over 100 MB	Ethernet	£4,178.94	£97.58	£0.00	£4,276.53	£3,103.71	£2,926.29	£8,373.43	£5,359.92	£11,389.93	£16,837.06	£400.00
45 MB over 100 MB	Ethernet	£4,178.94	£97.58	£0.00	£4,276.53	£3,103.71	£2,926.29	£8,373.43	£5,572.75	£11,602.76	£17,049.89	£400.00
50 MB over 100 MB	Ethernet	£4,178.94	£97.58	£0.00	£4,276.53	£3,103.71	£2,926.29	£8,373.43	£5,785.58	£11,815.58	£17,262.72	£400.00
60 MB over 100 MB	Ethernet	£4,178.94	£97.58	£0.00	£4,276.53	£3,103.71	£2,926.29	£8,373.43	£6,014.86	£12,044.86	£17,492.00	£400.00
70 MB over 100 MB	Ethernet	£4,178.94	£97.58	£0.00	£4,276.53	£3,103.71	£2,926.29	£8,373.43	£6,244.13	£12,274.14	£17,721.27	£400.00
80 MB over 100 MB	Ethernet	£4,178.94	£97.58	£0.00	£4,276.53	£3,103.71	£2,926.29	£8,373.43	£6,473.41	£12,503.42	£17,950.55	£400.00
90 MB over 100 MB	Ethernet	£4,178.94	£97.58	£0.00	£4,276.53	£3,103.71	£2,926.29	£8,373.43	£6,702.69	£12,732.69	£18,179.83	£400.00
100 MB over 100 MB	Ethernet	£4,178.94	£97.58	£0.00	£4,276.53	£3,103.71	£2,926.29	£8,373.43	£6,931.97	£12,961.97	£18,409.11	£400.00

100 MB over 1000 MB	Ethernet	£4,178.94	£101.65	£0.00	£4,280.59	£3,659.40	£19,056.16	£61,249.41	£6,931.97	£29,647.52	£71,840.78	£400.00
150 MB over 1000 MB	Ethernet	£4,178.94	£101.65	£0.00	£4,280.59	£3,659.40	£19,056.16	£61,249.41	£8,042.00	£30,757.55	£72,950.81	£400.00
200 MB over 1000 MB	Ethernet	£4,178.94	£101.65	£0.00	£4,280.59	£3,659.40	£19,056.16	£61,249.41	£9,152.03	£31,867.59	£74,060.84	£400.00
250 MB over 1000 MB	Ethernet	£4,178.94	£101.65	£0.00	£4,280.59	£3,659.40	£19,056.16	£61,249.41	£10,262.06	£32,977.62	£75,170.88	£400.00
300 MB over 1000 MB	Ethernet	£4,178.94	£101.65	£0.00	£4,280.59	£3,659.40	£19,056.16	£61,249.41	£11,372.09	£34,087.65	£76,280.91	£400.00
350 MB over 1000 MB	Ethernet	£4,178.94	£101.65	£0.00	£4,280.59	£3,659.40	£19,056.16	£61,249.41	£12,482.13	£35,197.68	£77,390.94	£400.00
400 MB over 1000 MB	Ethernet	£4,178.94	£101.65	£0.00	£4,280.59	£3,659.40	£19,056.16	£61,249.41	£13,592.16	£36,307.71	£78,500.97	£400.00

RM3808 Network Services 2

Lot 1 – Data Access Services

Vodafone PSN Connect

Public Sector



450 MB over 1000 MB	Ethernet	£4,178.94	£101.65	£0.00	£4,280.59	£3,659.40	£19,056.16	£61,249.41	£14,702.19	£37,417.75	£79,611.00	£400.00
500 MB over 1000 MB	Ethernet	£4,178.94	£101.65	£0.00	£4,280.59	£3,659.40	£19,056.16	£61,249.41	£15,812.22	£38,527.78	£80,721.04	£400.00
600 MB over 1000 MB	Ethernet	£4,178.94	£101.65	£0.00	£4,280.59	£3,659.40	£19,056.16	£61,249.41	£16,565.56	£39,281.12	£81,474.38	£400.00
700 MB over 1000 MB	Ethernet	£4,178.94	£101.65	£0.00	£4,280.59	£3,659.40	£19,056.16	£61,249.41	£17,318.90	£40,034.46	£82,227.72	£400.00
800 MB over 1000 MB	Ethernet	£4,178.94	£101.65	£0.00	£4,280.59	£3,659.40	£19,056.16	£61,249.41	£18,072.24	£40,787.80	£82,981.05	£400.00
900 MB over 1000 MB	Ethernet	£4,178.94	£101.65	£0.00	£4,280.59	£3,659.40	£19,056.16	£61,249.41	£18,825.58	£41,541.14	£83,734.39	£400.00
1000 MB over 1000 MB	Ethernet	£4,178.94	£101.65	£0.00	£4,280.59	£3,659.40	£19,056.16	£61,249.41	£19,578.92	£42,294.48	£84,487.73	£400.00

- A connection is a Migrating Connection if a Customer Authority previously received the network access component of the “Connectivity Service” at the same capacity and premises pursuant to a call-off contract under the GSi framework (being the predecessor of the Framework Agree
- For the purposes of transition to PSN, the PSN circuit is considered a New Connection
- The Additional Distance Charge (KM) is calculated by measuring from the customer location to the closest Vodafone network site. The distance will be calculated at time of order and multiplied by the value within the appropriate cell above.

Early Termination Charge

- Where a Customer terminates the Service before the expiration of their minimum commitment under the Call-Off Contract, an early termination charge will be applicable and is calculated as follows:

Early termination charges - Access Charge(s)	
	% of outstanding charges

Early termination charges - VPN Charge(s)	
	% of outstanding charges

RM3808 Network Services 2

Lot 1 – Data Access Services

Vodafone PSN Connect

Public Sector



	imposed for early termination	
	Migrating	New
	Connections *	Connections
3 months	0%	0%
6 months	0%	50%
12 months	0%	65%
18 months	50%	65%

	imposed for early termination	
	Migrating	New
	Connections *	Connections
3 months	20%	
6 months	20%	
12 months	30%	
18 months	50%	

Early termination charges - CPE Charge(s)		
No. of months prior to end of term at which service is terminated	% of outstanding charges	
	imposed for early termination	
	Migrating	New
	Connections *	Connections
3 months	0%	0%
6 months	0%	15%
12 months	0%	30%
18 months	15%	40%

PSN Connect 24 Month

RM3808 Network Services 2

Lot 1 – Data Access Services

Vodafone PSN Connect

Public Sector



Non Resilient Service

Install Charge	Annual Recurring Charge
----------------	-------------------------

Service	Technology	Total	Acce	Basic CPE	VPN	Subto w/Basi	Subto w/Prem	Additional Distance Charge (Per KM)
---------	------------	-------	------	-----------	-----	-----------------	-----------------	---

ADSL 16	ADSL	£ 150	£ 18	£ 219	£ 26	£ 663	£ 1,15	N/A
FTTC Elevated 40/10	VDSL	£ 222	£ 54	£ 211	£ 26	£ 1,02	£ 1,56	N/A
FTTC Elevated 80/20	VDSL	£ 222	£ 54	£ 334	£ 46	£ 1,34	£ 2,22	N/A
FTTC Assured 80/20	VDSL	£ 222	£ 54	£ 334	£ 2,14	£ 3,02	£ 3,90	N/A

2 MB over 10 MB	Ethernet	£ 2,13	£ 1,55	£ 211	£ 896	£ 2,65	£ 2,95	£ 200
4 MB over 10 MB	Ethernet	£ 2,13	£ 1,55	£ 211	£ 1,15	£ 2,91	£ 3,21	£ 200
6 MB over 10 MB	Ethernet	£ 2,13	£ 1,55	£ 211	£ 1,41	£ 3,17	£ 3,47	£ 200
8 MB over 10 MB	Ethernet	£ 2,13	£ 1,55	£ 211	£ 1,67	£ 3,43	£ 3,73	£ 200

© Vodafone Limited 2019

Page 16 of 68

LOT 1 Data Access Services

RM3808-Lot1-VodafoneLtd-#002

RM3808 Network Services 2

Lot 1 – Data Access Services

Vodafone PSN Connect

Public Sector



10 MB over 10 MB	Ethernet	£ 2,138	£ 1,552	£ 4,211	£ 506	£ 1,939	£ 3,702	£ 3,997	£ 200
------------------	----------	------------	------------	------------	----------	------------	------------	------------	----------

10 MB over 100 MB	Ethernet	£ 2,13	£ 1,55	£ 834	£ 1,93	£ 4,32	£ 5,87	£ 200
15 MB over 100 MB	Ethernet	£ 2,13	£ 1,55	£ 834	£ 2,04	£ 4,42	£ 5,97	£ 200
20 MB over 100 MB	Ethernet	£ 2,13	£ 1,55	£ 834	£ 2,14	£ 4,52	£ 6,07	£ 200
25 MB over 100 MB	Ethernet	£ 2,13	£ 1,55	£ 834	£ 2,24	£ 4,62	£ 6,18	£ 200
30 MB over 100 MB	Ethernet	£ 2,13	£ 1,55	£ 834	£ 2,34	£ 4,72	£ 6,28	£ 200
35 MB over 100 MB	Ethernet	£ 2,13	£ 1,55	£ 834	£ 2,44	£ 4,83	£ 6,38	£ 200
40 MB over 100 MB	Ethernet	£ 2,13	£ 1,55	£ 834	£ 2,54	£ 4,93	£ 6,48	£ 200
45 MB over 100 MB	Ethernet	£ 2,13	£ 1,55	£ 834	£ 2,64	£ 5,03	£ 6,58	£ 200
50 MB over 100 MB	Ethernet	£ 2,13	£ 1,55	£ 834	£ 2,74	£ 5,13	£ 6,68	£ 200
60 MB over 100 MB	Ethernet	£ 2,13	£ 1,55	£ 834	£ 2,85	£ 5,24	£ 6,79	£ 200

70 MB over 100 MB	Ethernet	£ 2,13	£ 1,55	£ 834	£ 2,96	£ 5,35	£ 6,90	£ 200
80 MB over 100 MB	Ethernet	£ 2,13	£ 1,55	£ 834	£ 3,07	£ 5,46	£ 7,01	£ 200
90 MB over 100 MB	Ethernet	£ 2,13	£ 1,55	£ 834	£ 3,18	£ 5,56	£ 7,12	£ 200

RM3808 Network Services 2

Lot 1 – Data Access Services

Vodafone PSN Connect

Public Sector



100 MB over 100 MB	Ethernet	£ 2,138	£ 1,452	£ 4,834	£ 2,385	£ 3,298	£ 5,678	£ 7,230	£ 200
--------------------	----------	------------	------------	------------	------------	------------	------------	------------	----------

100 MB over 1000 MB	Ethernet	£ 2,089	£ 51	£ -	£ 2,140	£ 1,830	£ 5,428	£ 17,447	£ 3,293	£ 10,551	£ 22,569	£ 200
150 MB over 1000 MB	Ethernet	£ 2,089	£ 51	£ -	£ 2,140	£ 1,830	£ 5,428	£ 17,447	£ 3,820	£ 11,078	£ 23,097	£ 200
200 MB over 1000 MB	Ethernet	£ 2,089	£ 51	£ -	£ 2,140	£ 1,830	£ 5,428	£ 17,447	£ 4,347	£ 11,605	£ 23,624	£ 200
250 MB over 1000 MB	Ethernet	£ 2,089	£ 51	£ -	£ 2,140	£ 1,830	£ 5,428	£ 17,447	£ 4,874	£ 12,132	£ 24,151	£ 200
300 MB over 1000 MB	Ethernet	£ 2,089	£ 51	£ -	£ 2,140	£ 1,830	£ 5,428	£ 17,447	£ 5,402	£ 12,660	£ 24,678	£ 200
350 MB over 1000 MB	Ethernet	£ 2,089	£ 51	£ -	£ 2,140	£ 1,830	£ 5,428	£ 17,447	£ 5,929	£ 13,187	£ 25,206	£ 200
400 MB over 1000 MB	Ethernet	£ 2,089	£ 51	£ -	£ 2,140	£ 1,830	£ 5,428	£ 17,447	£ 6,456	£ 13,714	£ 25,733	£ 200
450 MB over 1000 MB	Ethernet	£ 2,089	£ 51	£ -	£ 2,140	£ 1,830	£ 5,428	£ 17,447	£ 6,984	£ 14,241	£ 26,260	£ 200
500 MB over 1000 MB	Ethernet	£ 2,089	£ 51	£ -	£ 2,140	£ 1,830	£ 5,428	£ 17,447	£ 7,511	£ 14,769	£ 26,787	£ 200
600 MB over 1000 MB	Ethernet	£ 2,089	£ 51	£ -	£ 2,140	£ 1,830	£ 5,428	£ 17,447	£ 7,869	£ 15,126	£ 27,145	£ 200
700 MB over 1000 MB	Ethernet	£ 2,089	£ 51	£ -	£ 2,140	£ 1,830	£ 5,428	£ 17,447	£ 8,226	£ 15,484	£ 27,503	£ 200
800 MB over 1000 MB	Ethernet	£ 2,089	£ 51	£ -	£ 2,140	£ 1,830	£ 5,428	£ 17,447	£ 8,584	£ 15,842	£ 27,861	£ 200
900 MB over 1000 MB	Ethernet	£ 2,089	£ 51	£ -	£ 2,140	£ 1,830	£ 5,428	£ 17,447	£ 8,942	£ 16,200	£ 28,219	£ 200
1000 MB over 1000 MB	Ethernet	£ 2,089	£ 51	£ -	£ 2,140	£ 1,830	£ 5,428	£ 17,447	£ 9,300	£ 16,558	£ 28,577	£ 200

- Dual Diverse services assume that the existing fibre infrastructure already exists to support the service. If it does not exist additional charges will apply.

RM3808 Network Services 2

Lot 1 – Data Access Services

Vodafone PSN Connect

Public Sector



- The Additional Distance Charge (KM) is calculated by measuring from the customer location to the closest Vodafone network site. The distance will be calculated at time of order and multiplied by the value within the appropriate cell above.

Resilient Service

Install Charge

Annual Recurring Charge

Service	Technology	Access	CPE	VPN	Total	Access	Basic	Subt w/Pr CP	Additional Distance Charge (Per KM)
ADSL 16	ADSL	£203.30	£9	£300	£365.94	£951.35	£521	£1,838.76	N/A
FTTC Elevated 40/10	VDSL	£345.61	£9	£443	£1,097.82	£1,434.15	£521	£3,053.43	N/A
FTTC Elevated 80/20	VDSL	£345.61	£9	£443	£1,097.82	£1,434.15	£927	£3,459.01	N/A
FTTC Assured 80/20	VDSL	£345.61	£9	£443	£1,097.82	£1,434.15	£4,28	£6,815.14	N/A

RM3808 Network Services 2
Lot 1 – Data Access Services
Vodafone PSN Connect
Public Sector



2 MB over 10 MB	Ethernet	£4,178.94	£9	£4,276.53	£3,103.71	£421.30	£1,011.81	£5,316.03	£5	£400.00
4 MB over 10 MB	Ethernet	£4,178.94	£9	£4,276.53	£3,103.71	£421.30	£1,011.81	£5,836.42	£6	£400.00
6 MB over 10 MB	Ethernet	£4,178.94	£9	£4,276.53	£3,103.71	£421.30	£1,011.81	£6,356.81	£6	£400.00
8 MB over 10 MB	Ethernet	£4,178.94	£9	£4,276.53	£3,103.71	£421.30	£1,011.81	£6,877.20	£7	£400.00
10 MB over 10 MB	Ethernet	£4,178.94	£9	£4,276.53	£3,103.71	£421.30	£1,011.81	£7,403.80	£7	£400.00
10 MB over 100 MB	Ethernet	£4,178.94	£9	£4,276.53	£3,103.71	£1,667.11	£4,770.34	£8,649.62	£11,752.85	£400.00
15 MB over 100 MB	Ethernet	£4,178.94	£9	£4,276.53	£3,103.71	£1,667.11	£4,770.34	£8,851.80	£1	£400.00
20 MB over 100 MB	Ethernet	£4,178.94	£9	£4,276.53	£3,103.71	£1,667.11	£4,770.34	£9,053.99	£1	£400.00
25 MB over 100 MB	Ethernet	£4,178.94	£9	£4,276.53	£3,103.71	£1,667.11	£4,770.34	£9,256.18	£1	£400.00
30 MB over 100 MB	Ethernet	£4,178.94	£9	£4,276.53	£3,103.71	£1,667.11	£4,770.34	£9,458.37	£1	£400.00
35 MB over 100 MB	Ethernet	£4,178.94	£9	£4,276.53	£3,103.71	£1,667.11	£4,770.34	£9,660.56	£1	£400.00
40 MB over 100 MB	Ethernet	£4,178.94	£9	£4,276.53	£3,103.71	£1,667.11	£4,770.34	£9,862.75	£1	£400.00
45 MB over 100 MB	Ethernet	£4,178.94	£9	£4,276.53	£3,103.71	£1,667.11	£4,770.34	£10,064.93	£12	£400.00
50 MB over 100 MB	Ethernet	£4,178.94	£9	£4,276.53	£3,103.71	£1,667.11	£4,770.34	£10,267.12	£13	£400.00
60 MB over 100 MB	Ethernet	£4,178.94	£9	£4,276.53	£3,103.71	£1,667.11	£4,770.34	£10,484.94	£1	£400.00
70 MB over 100 MB	Ethernet	£4,178.94	£9	£4,276.53	£3,103.71	£1,667.11	£4,770.34	£10,702.75	£1	£400.00
80 MB over 100 MB	Ethernet	£4,178.94	£9	£4,276.53	£3,103.71	£1,667.11	£6,14	£10,920.56	£1	£400.00
								£11,138.38	£1	£400.00

RM3808 Network Services 2
Lot 1 – Data Access Services
Vodafone PSN Connect
Public Sector



90 MB over 100 MB	Ethernet	£4,178.94	£97.1	£4,276.53	£3,0103.71	£1,667.11	£4,675.34	£11,356.19	£1	£400.00
100 MB over 100 MB	Ethernet	£4,178.94	£97.1	£4,276.53	£3,0103.71	£1,667.11	£4,675.34			£400.00
				£4,280.59				£21,101.06	£45,138.55	
				£4,280.59	£3,659.40			£22,155.59	£46,193.08	
100 MB over 1000 MB	Ethernet	£4,178.94	£1	£4,280.59	£3,659.40	£10,856.29	£34,893.78	£23,210.12	£4	£400.00
150 MB over 1000 MB	Ethernet	£4,178.94	£1	£4,280.59	£3,659.40	£10,856.29	£34,893.78	£24,264.65	£4	£400.00
200 MB over 1000 MB	Ethernet	£4,178.94	£1	£4,280.59	£3,659.40	£10,856.29	£34,893.78	£25,319.18	£4	£400.00
250 MB over 1000 MB	Ethernet	£4,178.94	£1	£4,280.59	£3,659.40	£10,856.29	£34,893.78	£26,373.71	£5	£400.00
300 MB over 1000 MB	Ethernet	£4,178.94	£1	£4,280.59	£3,659.40	£10,856.29	£34,893.78	£27,428.24	£5	£400.00
350 MB over 1000 MB	Ethernet	£4,178.94	£1	£4,280.59	£3,659.40	£10,856.29	£34,893.78	£28,482.77	£5	£400.00
400 MB over 1000 MB	Ethernet	£4,178.94	£1	£4,280.59	£3,659.40	£10,856.29	£34,893.78	£29,537.30	£5	£400.00
450 MB over 1000 MB	Ethernet	£4,178.94	£1	£4,280.59	£3,659.40	£10,856.29	£34,893.78	£30,591.83	£5	£400.00
500 MB over 1000 MB	Ethernet	£4,178.94	£1	£4,280.59	£3,659.40	£10,856.29	£34,893.78	£31,646.36	£5	£400.00
600 MB over 1000 MB	Ethernet	£4,178.94	£1	£4,280.59	£3,659.40	£10,856.29	£34,893.78	£32,700.89	£5	£400.00
700 MB over 1000 MB	Ethernet	£4,178.94	£1	£4,280.59	£3,659.40	£10,856.29	£34,893.78	£33,755.42	£5	£400.00
800 MB over 1000 MB	Ethernet	£4,178.94	£1	£4,280.59	£3,659.40	£10,856.29	£34,893.78	£34,809.95	£5	£400.00
900 MB over 1000 MB	Ethernet	£4,178.94	£1							£400.00
1000 MB over 1000 MB	Ethernet	£4,178.94	£1							£400.00

RM3808 Network Services 2

Lot 1 – Data Access Services

Vodafone PSN Connect

Public Sector



- A connection is a Migrating Connection if a Customer Authority previously received the network access component of the “Connectivity Service” at the same capacity and premises pursuant to a call-off contract under the GSi framework (being the predecessor of the Framework Agree
- For the purposes of transition to PSN, the PSN circuit is considered a New Connection
- The Additional Distance Charge (KM) is calculated by measuring from the customer location to the closest Vodafone network site. The distance will be calculated at time of order and multiplied by the value within the appropriate cell above.

Early Termination Charge

- Where a Customer terminates the Service before the expiration of their minimum commitment under the Call-Off Contract, an early termination charge will be applicable and is calculated as follows:

Early termination charges - VPN Charge(s)		Early termination charges - CPE Charge (s)		
No. of months prior to end of term at which service is terminated	% of ou	No. of months prior to end of term at which service is terminated	% of outstanding charges	
	imposed f		imposed for early termination	
	Migratin		Migrating	New
	Connection		Connections *	Connections
3 months		3 months	0%	0%
6 months		6 months	0%	15%
12 months		12 months	0%	30%
18 months		18 months	15%	40%
Early termination charges - Access Charge(s)				
No. of months prior to end of term at which service is terminated	% of ou			
	imposed f			

RM3808 Network Services 2

Lot 1 – Data Access Services

Vodafone PSN Connect

Public Sector



	Migrating	New
	Connections *	Connections
3 months	0%	0%
6 months	0%	50%
12 months	0%	65%
18 months	50%	65%

PSN Connect 36 Months

Non Resilient Service

RM3808 Network Services 2

Lot 1 – Data Access Services

Vodafone PSN Connect

Public Sector



Install Charge	Annual Recurring Charge
----------------	-------------------------

Service	Technology	Total	Access	Basic CPE	VPN	Subto w/Basi	Subto w/Prem	Additional Distance Charge (Per KM)
---------	------------	-------	--------	-----------	-----	--------------	--------------	-------------------------------------

ADSL 16	ADSL	£ 150	£ 183	£ 164	£ 247	£ 594	£ 964	N/A
FTTC Elevated 40/10	VDSL	£ 222	£ 549	£ 158	£ 247	£ 954	£ 1,364	N/A
FTTC Elevated 80/20	VDSL	£ 222	£ 549	£ 250	£ 439	£ 1,234	£ 1,884	N/A
FTTC Assured 80/20	VDSL	£ 222	£ 549	£ 250	£ 2,024	£ 2,824	£ 3,484	N/A
2 MB over 10 MB	Ethernet	£ 2,134	£ 1,554	£ 158	£ 848	£ 2,804	£ 3,024	£ 200
4 MB over 10 MB	Ethernet	£ 2,134	£ 1,554	£ 158	£ 1,094	£ 3,054	£ 3,274	£ 200
6 MB over 10 MB	Ethernet	£ 2,134	£ 1,554	£ 158	£ 1,344	£ 3,254	£ 3,514	£ 200
8 MB over 10 MB	Ethernet	£ 2,134	£ 1,554	£ 158	£ 1,584	£ 3,544	£ 3,764	£ 200
10 MB over 10 MB	Ethernet	£ 2,134	£ 1,554	£ 158	£ 1,834			£ 200

RM3808 Network Services 2

Lot 1 – Data Access Services

Vodafone PSN Connect

Public Sector



10 MB over 100 MB	Ethernet	£ 2,13	£ 1,55	£ 624	£ 1,83	£ 4,013	£ 5,1	£ 200
15 MB over 100 MB	Ethernet	£ 2,13	£ 1,55	£ 624	£ 1,93	£ 4,109	£ 5,2	£ 200
20 MB over 100 MB	Ethernet	£ 2,13	£ 1,55	£ 624	£ 2,02	£ 4,205	£ 5,3	£ 200
25 MB over 100 MB	Ethernet	£ 2,13	£ 1,55	£ 624	£ 2,12	£ 4,301	£ 5,4	£ 200
30 MB over 100 MB	Ethernet	£ 2,13	£ 1,55	£ 624	£ 2,22	£ 4,396	£ 5,5	£ 200
35 MB over 100 MB	Ethernet	£ 2,13	£ 1,55	£ 624	£ 2,31	£ 4,492	£ 5,6	£ 200
40 MB over 100 MB	Ethernet	£ 2,13	£ 1,55	£ 624	£ 2,41	£ 4,588	£ 5,7	£ 200
45 MB over 100 MB	Ethernet	£ 2,13	£ 1,55	£ 624	£ 2,50	£ 4,684	£ 5,8	£ 200

50 MB over 100 MB	Ethernet	£ 2,13	£ 1,55	£ 624	£ 2,60	£ 4,779		£ 200
60 MB over 100 MB	Ethernet	£ 2,13	£ 1,55	£ 624	£ 2,70	£ 4,883		£ 200
70 MB over 100 MB	Ethernet	£ 2,13	£ 1,55	£ 624	£ 2,81	£ 4,986		£ 200
80 MB over 100 MB	Ethernet	£ 2,13	£ 1,55	£ 624	£ 2,91	£ 5,089		£ 200
90 MB over 100 MB	Ethernet	£ 2,13	£ 1,55	£ 624	£ 3,01	£ 5,192		£ 200
100 MB over 100 MB	Ethernet	£ 2,13	£ 1,55	£ 624	£ 3,11	£ 5,295		£ 200
						£ -		£ 200

RM3808 Network Services 2

Lot 1 – Data Access Services

Vodafone PSN Connect

Public Sector



100 MB over 1000 MB	Ethernet	£ 2,089	£ 51	£ -	£ 9,013	£ 18,011
150 MB over 1000 MB	Ethernet	£ 2,089	£ 51	£ -	£ 9,513	£ 200
200 MB over 1000 MB	Ethernet	£ 2,089	£ 51	£ -	£ 10,012	£ 200
250 MB over 1000 MB	Ethernet	£ 2,089	£ 51	£ -	£ 10,512	£ 200
300 MB over 1000 MB	Ethernet	£ 2,089	£ 51	£ -	£ 11,011	£ 20,009
350 MB over 1000 MB	Ethernet	£ 2,089	£ 51	£ -	£ 11,511	£ 200
400 MB over 1000 MB	Ethernet	£ 2,089	£ 51	£ -	£ 12,010	£ 200
450 MB over 1000 MB	Ethernet	£ 2,089	£ 51	£ -	£ 12,510	£ 200
500 MB over 1000 MB	Ethernet	£ 2,089	£ 51	£ -	£ 13,009	£ 2,007
600 MB over 1000 MB	Ethernet	£ 2,089	£ 51	£ -	£ 13,348	£ 200
700 MB over 1000 MB	Ethernet	£ 2,089	£ 51	£ -	£ 13,687	£ 200
800 MB over 1000 MB	Ethernet	£ 2,089	£ 51	£ -	£ 14,026	£ 200
900 MB over 1000 MB	Ethernet	£ 2,089	£ 51	£ -	£ 14,365	£ 200
1000 MB over 1000 MB	Ethernet	£ 2,089	£ 51	£ -	£ 14,704	£ 2,702
						£ 200
						£ 200
						£ 200

- Dual Diverse resilient services assume that the existing fibre infrastructure already exists to support the service. If it does not exist additional charges will apply.
- The Additional Distance Charge (KM) is calculated by measuring from the customer location to the closest Vodafone network site. The distance will be calculated at time of order and multiplied by the value within the appropriate cell above.

RM3808 Network Services 2

Lot 1 – Data Access Services

Vodafone PSN Connect

Public Sector



Resilient Service

					Install Charge		Annual Recurring Charge						
Service	Technology	Access	CPE	VPN	Total	Access	Basic CPE	Premium CPE	VPN	Subtotal w/Basic CPE	Subtotal w/Premium CPE	Additional Distance Charge (Per KM)	
ADSL 16	ADSL				£300	£365.94	£951.35		£494.	£1,811.31		N/A	
FTTC Elevated 40/10	VDSL				£443	£1,097.82	£1,434.15		£494.	£3,025.98		N/A	
FTTC Elevated 80/20	VDSL				£443	£1,097.82	£1,434.15		£878.	£3,410.22		N/A	
FTTC Assured 80/20	VDSL				£443	£1,097.82	£1,434.15		£4,057	£6,589.71		N/A	
2 MB over 10 MB	Ethernet	£			£4,27	£3,103.71	£315.42	£757.53		£5,115.89		£400.00	
4 MB over 10 MB	Ethernet	£			£4,27	£3,103.71	£315.42	£757.53		£5,608.89		£400.00	
6 MB over 10 MB	Ethernet	£			£4,27	£3,103.71	£315.42	£757.53		£6,101.89		£400.00	
8 MB over 10 MB	Ethernet	£			£4,27	£3,103.71	£315.42	£757.53		£6,594.89		£400.00	
10 MB over 10 MB	Ethernet	£			£4,27	£3,103.71	£315.42	£757.53		£7,093.78		£400.00	

RM3808 Network Services 2

Lot 1 – Data Access Services

Vodafone PSN Connect

Public Sector



			£4,276.53				£8,026.50	£10,349.85
10 MB over 100 MB	Ethernet	£	£4,276.53	£3,103.71	£1,248.14	£3,571.49	£8,218.05	£400.00
15 MB over 100 MB	Ethernet	£	£4,276.53	£3,103.71	£1,248.14	£3,571.49	£8,409.59	£400.00
20 MB over 100 MB	Ethernet	£	£4,276.53	£3,103.71	£1,248.14	£3,571.49	£8,601.14	£400.00
25 MB over 100 MB	Ethernet	£	£4,276.53	£3,103.71	£1,248.14	£3,571.49	£8,792.69	£400.00
30 MB over 100 MB	Ethernet	£	£4,276.53	£3,103.71	£1,248.14	£3,571.49	£8,984.23	£400.00
35 MB over 100 MB	Ethernet	£	£4,276.53	£3,103.71	£1,248.14	£3,571.49	£9,175.78	£400.00
40 MB over 100 MB	Ethernet	£	£4,276.53	£3,103.71	£1,248.14	£3,571.49	£9,367.33	£400.00
45 MB over 100 MB	Ethernet	£	£4,276.53	£3,103.71	£1,248.14	£3,571.49	£9,558.88	£400.00
50 MB over 100 MB	Ethernet	£	£4,276.53	£3,103.71	£1,248.14	£3,571.49	£9,750.42	£400.00
60 MB over 100 MB	Ethernet	£		£3,103.71	£1,248.14	£3,571.49	£9,941.97	£400.00
70 MB over 100 MB	Ethernet	£						£400.00
80 MB over 100 MB	Ethernet	£	£4,276.53	£3,103.71	£1,248.14	£3,571.49	£10,133.52	£400.00
90 MB over 100 MB	Ethernet	£	£4,276.53	£3,103.71	£1,248.14	£3,571.49	£10,325.06	£400.00
100 MB over 100 MB	Ethernet	£	£4,276.53	£3,103.71	£1,248.14	£3,571.49	£10,516.60	£400.00

RM3808 Network Services 2

Lot 1 – Data Access Services

Vodafone PSN Connect

Public Sector



100 MB over 1000 MB	Ethernet	£	£4,280.59	£3,659.40	£8,127.95	£26,124.48		
150 MB over 1000 MB	Ethernet	£	£4,280.59	£3,659.40	£8,127.95	£26,124.48		
200 MB over 1000 MB	Ethernet	£	£4,280.59	£3,659.40	£8,127.95	£26,124.48		
250 MB over 1000 MB	Ethernet	£	£4,280.59	£3,659.40	£8,127.95	£26,124.48		
300 MB over 1000 MB	Ethernet	£	£4,280.59	£3,659.40	£8,127.95	£26,124.48		
350 MB over 1000 MB	Ethernet	£	£4,280.59	£3,659.40	£8,127.95	£26,124.48		
400 MB over 1000 MB	Ethernet	£	£4,280.59	£3,659.40	£8,127.95	£26,124.48		
450 MB over 1000 MB	Ethernet	£	£4,280.59	£3,659.40	£8,127.95	£26,124.48		
500 MB over 1000 MB	Ethernet	£	£4,280.59	£3,659.40	£8,127.95	£26,124.48		
600 MB over 1000 MB	Ethernet	£	£4,280.59	£3,659.40	£8,127.95	£26,124.48		
700 MB over 1000 MB	Ethernet	£	£4,280.59	£3,659.40	£8,127.95	£26,124.48		
800 MB over 1000 MB	Ethernet	£	£4,280.59	£3,659.40	£8,127.95	£26,124.48		
900 MB over 1000 MB	Ethernet	£						
1000 MB over 1000 MB	Ethernet	£						

- A connection is a Migrating Connection if a Customer Authority previously received the network access component of the “Connectivity Service” at the same capacity and premises pursuant to a call-off contract under the GSI framework (being the predecessor of the Framework Agree
- For the purposes of transition to PSN, the PSN circuit is considered a New Connection
- The Additional Distance Charge (KM) is calculated by measuring from the customer location to the closest Vodafone network site. The distance will be calculated at time of order and multiplied by the value within the appropriate cell above.

RM3808 Network Services 2

Lot 1 – Data Access Services

Vodafone PSN Connect

Public Sector



Early Termination Charge

- Where a Customer terminates the Service before the expiration of their minimum commitment under the Call-Off Contract, an early termination charge will be applicable and is calculated as follows:

Early termination charges - Access Charge(s)		
No. of months prior to end of term at which service is terminated	% of outstanding charges	
	imposed for early termination	
	Migrating	New
	Connections *	Connections
3 months	0%	0%
6 months	0%	50%
12 months	0%	65%
18 months	50%	65%

Early termination charges - CPE Charge(s)		
No. of months prior to end of term at which service is terminated	% of outstanding charges	
	imposed for early termination	
	Migrating	New
	Connections *	Connections
3 months	0%	0%
6 months	0%	15%
12 months	0%	30%
18 months	15%	40%

Early termination charges - VPN Charge (s)		
No. of months prior to end of term at which service is terminated	% of outstanding charges	
	imposed for early termination	
	Migrating	New
	Connections *	Connections
3 months	20%	

RM3808 Network Services 2

Lot 1 – Data Access Services

Vodafone PSN Connect

Public Sector



6 months	20%
12 months	30%
18 months	50%

RM3808 Network Services 2

Lot 1 – Data Access Services

Vodafone PSN Connect

Public Sector

9.2 Ancillary Services

Professional Services

A range of professional services including technical consultancy, project management and on-site service management.

Charges	
	Maximum daily rates excluding expenses
Consultants	
Junior Consultant	£ 615
Consultant	£ 720
Senior Consultant	£ 850
Principal Consultant	£ 850
Partner/ Director	£ 1,000
Contractors / IT Specialists	
Senior Analyst/ Team Leader	£ 570
Systems Analyst & Designers	£ 570
Analyst/ Programmers	£ 570
Application Programmers	£ 570
System Programmers	£ 570
Database Administrators	£ 570
Network Administrators	£ 430
Capacity Planners	£ 475
Configuration Managers	£ 475
IT Trainers	£ 475
Documentation Specialists	£ 380
Project Administrators	£ 475

10. Key Sub-Contractors

- Openreach Limited
 - Kelvin House, 123 Judd Street, London, United Kingdom, WC1H 9NP
 - 10690039
- Virgin Media Limited
 - Media House, Bartley Wood Business Park, Hook, Hampshire, RG27 9UP ○ 02591237

11. Definitions

Buyer	Where used in this SSO or Call-Off Contract means the Customer
Customer	The entity identified as the Buyer in the Call-Off Contract
Supplier	Where used in this SSO or Call-Off Contract means Vodafone





Vodafone	Vodafone Limited, registered number 01471587, and registered office Vodafone House, The Connection, Newbury, Berkshire RG14 2FN.
----------	--

APPENDIX 1 Service Specific Terms PSN Connect Encrypt Service

1.

The Service – Overview

1.1

The Vodafone **PSN Connect Service** (the “**PSN Connect Service**”) is a PSN Compliant IP network solution that provides a VPN running over an IP Backbone Core to connect Customer Sites via a Router with an option to connect the PSN Shared Service Domain. Vodafone is authorised by the Public Service Network team in the Cabinet Office to provide PSN compliant services. The term “**Service**” or “**Services**” in these Service Terms means the PSN Connect Service. Vodafone is authorised by the Public Service Network team in the Cabinet Office to provide PSN compliant services.

2.

Service Term Structure

2.1

These Service Specific Terms include:

- (a) the service specification, which sets out a description of the Service, including optional Service Elements and complementary Services (where applicable) and may be updated from time to time (the “**Service Specification**”).
- (b) the service levels which set out the standards that will be applied to the provision of the Service (in addition to the standards set out in the Tiered Support Service Specific Terms) (the “**Service Levels**”); and (c) the PSN Connect Mandatory Terms;

3.

The Service

3.1

Following the Agreement Start Date, Vodafone may complete any necessary preparatory works which may include reserving network capacity and components, entering into Third Party Provider contracts, ordering equipment and completing Site Surveys.

3.2

Service Packages: The Service offers Customer the option to purchase the following service packages:

- (a) Wires Only
- (b) Maintained; or
- (c) Managed

3.3

Service Elements: In addition to the service package selected by Customer, the Service shall comprise:

- (a) Core Service Elements; and
- (b) Additional Optional Service Elements (where selected) as set out below.

Both Core Service Elements and Optional Service Elements shall be set out in the Call-Off Contract and/or Order (as may be applicable). The Service Specification summarises the available Core Service Elements and the Optional Service Elements which are available subject to additional Charges.

3.4

Mandatory Terms: In order to receive the Service, Customer must comply with the PSN Connect Mandatory Terms set out in these Service Specific Terms.

3.5

Optional Service Elements:

- (a) **Network Performance Reporting:** (i) The Network Performance Reporting Service shall be provisioned once core Managed Network Services have been delivered to a minimum of two Customer Sites. Subject to the foregoing, where Customer orders Network Performance Reporting, Vodafone will use reasonable endeavours to provide the Network Performance Reporting Service within 10 Working Days of the Agreed Delivery Date for the Services.
- (ii) If Customer orders a change to the configuration of the Network Performance Reporting Service, Vodafone will endeavour to provision the configuration change within 10 Working Days of Vodafone’s acceptance of the Order.



4.

Equipment

4.1

The Call-Off Contract and/or Order will identify which Fixed Equipment, if any, Vodafone will supply to the Customer and which of such Equipment will be purchased by Customer. Associated Charges shall be set out in the Call-Off Contract and/or Order.

4.2

Customer Equipment required for use of the Service will be identified in the Call-Off Contract and/or Order. 4.3 In the event Vodafone provide Equipment in conjunction with the Service, the Equipment terms and Intellectual Property Rights in terms of associated licenses shall apply as set out in the General Terms and Service Terms.

4.4 Vodafone Supplied Router: Where Customer has chosen to use a Vodafone Supplied Router as part of the Service:

(a) Vodafone will be responsible for the installation, maintenance, performance, change requests and compatibility of that Vodafone Supplied Router with the Service, as set out in the Vodafone Router Maintenance Terms.

(b) Customer will be responsible for: (i) placing the Vodafone Supplied Router in a suitably secure location and appointing a local security representative to ensure physical security of the Vodafone

Supplied Router, including but not limited to Customer: (a) ensuring that access to the communications room in which the Vodafone Supplied Router is housed is not granted to any individual that does not have appropriate validation (as agreed between the Parties), authorisation and a supporting business need to access the Vodafone Supplied Router; (b) ensuring that the Vodafone Supplied Router is not moved without Vodafone's prior permission; (c) conducting routine physical checks of the Vodafone Supplied Router to ensure tamper evident labels remain intact; and (d) reporting to Vodafone any actual or suspected breaches of security that could affect the safety or security of the Vodafone

Supplied Router; and (ii) ensuring that the physical environment in which the Vodafone Supplied Router is housed is appropriate for the protective marking of the data being transmitted through such Vodafone Supplied Router by: (a) ensuring that the Vodafone Supplied Router is located in a communications room or other

isolated area that is suitable to limit the occurrence of accidental or malicious damage to the Vodafone Supplied Router; or (b) if the Vodafone Supplied Router is located in a shared environment, ensuring that it kept in a dedicated locked cabinet or rack and, where this is not possible, implementing robust access control mechanisms to ensure that access to the Vodafone Supplied Router is only available with prior approval from Customer's local site security representative.

5.

Service Specific Conditions of Use

5.1

Asymmetric Access Bandwidths: Where Customer Sites are connected by Asymmetric Access Bandwidths, Vodafone shall inform Customer of the date of the Customer Site visit but may not confirm an exact time.

5.2

DSL and Super-Fast Broadband Access: Where any Customer Sites are connected to the Backbone by an access circuit using DSL, the following clauses shall apply:

(a) pre-sales availability checks are not an absolute guarantee that the access method, or specific variant, can be provided;

(b) the provision of the Service is conditional upon confirmation from any Third Party Provider to be used in connection with the Service that it is able, and agrees, to provide the access method and, if relevant, installation and/or survey services, at the relevant Customer Site. (c) it may not be possible for Vodafone to offer the CoS options ordered by the Customer due to the line rate being insufficient as may be determined by Vodafone from time to time during provision and delivery of Services. In these circumstances Vodafone will offer Customer one of the following options: (A) the opportunity to select CoS options which can be supported by the available line rate; (B) Standard CoS only; or (C) an alternative access method which will support the CoS options ordered. This may incur additional Charges as specified by Vodafone. (d) where an ordered access circuit or service, cannot be provided, Vodafone will advise Customer of alternative options and Charges. Customer may order an alternative or cancel such service or access circuit, without incurring an applicable Recovery Charge. In these circumstances, the Customer shall not be entitled to any compensation in respect of such cancellation. (e) access circuit bandwidths may be reduced by technical limitations. Vodafone will not be liable for any degradation of performance, or fault in relation to, the



DSL or Super-Fast access method that occurs as a result of, or in connection with, technical limitations beyond our control; and

- (f) for operational reasons, Vodafone or Vodafone's Third Party Providers may change the technical specification of DSL or Super-Fast provided that any such changes do not have a material adverse effect on the performance or provision of the PSN Connect Services.

5.3

Ethernet access:

- (a) Where dual access is provided using third party access circuits, Vodafone cannot guarantee end-to-end diversity of the access circuits.

(b) where Customer Sites are provided with both primary and secondary access circuits, or a single access circuit with ADSL, VDSL2 or VDSL2 Assured backup, then if the primary access circuit is provided using copper EFM technology, the backup circuit, or secondary access circuit, will only become operational should the full access bandwidth capacity become unavailable. Where advised by Vodafone, Customer is also required to use Border Gateway Protocol routing for traffic to be re-routed down the secondary or backup circuit in event of primary access circuit failure.

(c) at Vodafone's sole discretion, access circuits which use Ethernet technology may be provided with a Vodafone supplied and managed Network Terminating Equipment ("NTE"). The NTE is

controlled and monitored by Vodafone using in- **5.8 Third Party Provider terms:** band management, which will reduce total available bandwidth on the access circuit by (a) In certain territories Vodafone will provide the 200Kbits. Customer will supply additional space to Services through a local third party supplier, and accommodate the NTE and provide power at the details of any applicable Third Party Services will be Customer Site, in addition to the Customer set out in the Order. If Customer requires third party obligations set out these Service Specific Terms software or services for the Service, then use of and Fixed Service Terms. such software or service may be subject to the

Customer accepting additional terms and

- (d) where an access circuit ordered cannot be provided conditions as advised by Vodafone and/or the at a Customer Site, Vodafone will advise the manufacturer or service provider. Failure to accept Customer of alternative options and Charges. such terms and conditions may mean that the Customer may order an alternative or cancel, Customer is unable to access the Service. without incurring an applicable Recovery Charge.

In these circumstances, the Customer shall not be (b) In certain territories (for regulatory or tax reasons), entitled to any compensation in respect of such Customer shall obtain the Services directly from a cancellation. third party supplier under a separate agreement. In these circumstances, the Customer:

5.4 IP addresses:

- (a) where required to do so in accordance with PSN (i) shall sign certain documentation directly with the third party supplier; and
- Compliance requirements published on (ii) will appoint Vodafone as its agent for the www.gov.uk (as set out in the Service Specification), purposes of dealing with the applicable Customer will provide Vodafone with public IP third party supplier (including for placing addressing for use in relation to delivery of the orders, reporting service incidents or Service upon request and prior to the Service faults and for receiving invoices from and Commencement Date.

making payments to such third party

- (b) Vodafone will assign IP addresses for use on WAN supplier(s). links between the IP Backbone Core and the Router

at the Customer Site. **5.9 Impairment and viruses:** Customer shall not: (a) do anything that causes the Network to be impaired; (b) use

- (c) any IP address Vodafone provides to Customer for the Services for the transmission of material that contains use as part of the Service is non-portable and non- software viruses or any other disabling or damaging transferable. The right to use the IP addresses programs; or (c) other than with the approval of Vodafone, terminates immediately upon Vodafone ceasing to do anything that causes technical or operational problems provide the Service associated with that IP address in the technical infrastructure of the Service. If Vodafone to Customer. notifies Customer that there has been any such problem,

Customer shall follow Vodafone's instructions within 24

5.5 Simple Network Management Protocol ("SNMP"):

hours in order to eliminate or reduce the problem.



- (a) Vodafone may withdraw the SNMP read-only 5.10 **Classes of Service:** If Vodafone does not provide access Service at any time if: (i) in Vodafone's

Vodafone Supplied Routers, Customer is responsible for opinion, it represents a potential or actual security configuring the Customer Router in accordance with the risk to the Services; (ii) it is used by Customer in a relevant CoS codes. Failure to do so will prevent the CoS way which constitutes a breach of the Agreement profile from working and Vodafone shall have no liability or results in a breach by Customer of the SNMP in respect of such a failure. read-only access service security; or (iii) in

Vodafone's reasonable opinion, it prevents further enhancements to Vodafone's services, including but not limited to the Services.

5.11

Security Obligations: Customer shall:

- (a) design, implement, manage and archive configuration of internal IP protocols, LAN
- (b) if the Customer's use of the SNMP read-only access information and access lists; service deliberately, negligently or recklessly causes an impact on Network or device (b) provide reasonable security on the Customer's performance, Customer shall be liable for the costs private networks to limit misuse of the Service, incurred by Vodafone for rectifying the problem. including any threat to the Network through misuse and address any such misuse identified by

5.6 PSTN connection: Customer shall not (and shall ensure Vodafone through the implementation of further that its Users shall not) connect or seek to connect the security or user controls; and Services to the public switched telecommunications

network ("PSTN") otherwise than in accordance with Applicable Law.

- (c) at its cost ensure compliance with all requirements in relation to security or otherwise in order to obtain and retain a valid PSN Compliance

5.7 Third party service provider within Vodafone Group: Certificate throughout the Minimum Term and any Where required by Applicable Law, the Services may be Renewal Term. provided in a given country by a company within the

Vodafone Group which has the necessary authority to 5.12 **Regulated Items:** The export and/or import of certain provide the Services, rather than by Vodafone. Vodafone provided Equipment, hardware and software (including, without limitation, the NTE where Ethernet Customer without notice in the event that the access is provided) ("Regulated Items") are subject to Customer fails to adhere to: (i) the Mandatory domestic and/or foreign government export and/or Terms; or (ii) requirements to maintain PSN import laws, rules, policies, procedures, restrictions and Compliance Certification; (iii) other obligations as regulations ("Export/Import Controls"). Customer set out in this Agreement; or (iv) if required to do so represents and warrants the following for Regulated by the PSN Team.

Items:

- (d) Following 30 days from the date of suspension of
- (a) Customer will export, import and/or disclose them the Services in accordance with this clause, only in strict compliance with applicable Vodafone reserves the right to terminate this Export/Import Controls; and Agreement with immediate effect and without further notice in the event the Customer has failed
- (b) Customer will not try in any manner to evade US or to cure the cause of the Service suspension. any other jurisdiction's export controls on Termination of the Agreement in accordance with encryption. Customer acknowledge that the this clause will result in the Customer being liable Export/Import Controls may include a complete for payment of any applicable Recovery Charge(s). prohibition on the export, re-export, import and/or use of a Regulated Item in certain jurisdictions thereby precluding the use of the Service in these 6. Changes to the Service jurisdictions.

6.1 Vodafone may make changes to the Service, Equipment

5.13 Resale: If Customer is granted the right by Vodafone to and configuration of the Vodafone Network, provided that resell the Service to others or resell some functionality such changes do not materially adversely affect the that a Service provides to others (each, an "Other User" Customer's use of the Service. Any Configuration Changes and each such action, a "Resale", Customer shall: shall be subject to the Service Change Request Procedure set out below. Notwithstanding any changes Vodafone



(a) as between Customer and Vodafone, be may make to the Services in accordance with this clause, responsible for the Other Users' use of the Service; provided that it has given notice to Customer that it (b) be responsible for all dealings with the Other Users intends to do or has done so, it may make any changes about the Service; necessary to comply with its obligations as PSN Service

Provider in compliance with the Code or as may be

(c) require each Other User to agree in writing not to directed by the PSN Team, and which may affect engage in misuse of the Service; Customer's use of the Service, at any time. (d) not make any representation or warranty, or offer

any indemnity to or otherwise make any **7. Service Change Request Procedure** commitment to any Other User on Vodafone's

behalf; **7.1** Customer may propose a change to the Service by written request. Upon agreement, the Parties must authorise the

(e) be responsible for having and keeping in place all change in the form of a change Order or other written licenses, permissions, ministerial determinations, amendment to the Agreement (a "**Change Order**"). directions and declarations and other Vodafone has no obligation to commence work in governmental approvals needed for Resale; connection with a change until a Change Order

is (f) comply with all applicable resale laws and executed by the Parties. If it is necessary to use additional resources or to incur any other additional costs in making regulations; and a change, they shall be calculated as a change to the

(g) reimburse Vodafone for any costs or expenses Charges.
Vodafone incurs as a result of any breach by

Customer of this clause 5.13.

7.2 Where a new Customer Site is added via the Service Change Request Procedure or where a Configuration

5.14 PSN Certification and Compliance: Change to an existing Customer Site has been approved via the Service Change Request Procedure, Vodafone will

(a) the Customer must be in possession of a PSN notify the Customer of specific site requirements at the Compliance Certificate in order to receive Customer Sites. connectivity to the PSN Shared Service Domain and shall ensure that the PSN Compliance Certificate **7.3** If within 5 Working Days of the end of a calendar month issued to it, remains valid at all times during the Customer requests any change which would have the Minimum Term and any Renewal Term and that it effect of cancelling the whole or any part a Service complies with Mandatory Terms. Element, Customer may be charged the applicable

(b) Vodafone may at any time during the Minimum charges in relation to that Service Element for the full coming month, as determined by Vodafone.

Term or any Renewal Term or within a reasonable period thereafter, request a current or previous copy of the Customer's PSN Compliance Certificate in order to satisfy compliance with this clause 5.14 and activate any connection to the Service.

(c) Customer accepts that Vodafone reserves the right in its sole discretion, to suspend the Services to the **Service Levels**

1. Incident Management

1.1 In accordance with Vodafone's obligations as an approved PSN supplier, Vodafone shall carry out Incident management which aims to restore service operation within agreed Service Levels and minimise the impact of the Incident.

1.2 In the event Customer needs to log an Incident with Vodafone, contact details are set out in these Service Levels for the relevant Service that is affected by the Incident.

1.3 Vodafone shall:



- (a) provide for separate identification of Incidents by raising an Incident Ticket at which point the activity necessary to resolve the Incident will commence; and
- (b) provide Incident tracking through to closure of the Incident Ticket including any updates during the process of resolution;
- (c) categorise Incidents in accordance with any Severity Levels set out in within these Service Levels; (d) maintain and update records of Incidents based on information in Vodafone's possession; and (e) investigate, carry out diagnostic activities and resolve any Incidents where such activities are included as part of the Services and subject always to any exclusions or restrictions set out in these Service Specific Terms.

1.4 Customer shall: (a) In accordance with Customer's obligations to achieve and maintain PSN Compliance Certification and/or this Agreement, appoint and provide complete names and contact details of primary and secondary central points of contact within Customer's organisation who will be responsible for reporting Incidents and progressing Incidents with Vodafone;

- (b) Provide complete and accurate information when the Incident is first reported to enable Vodafone to diagnose and resolve suspected Incidents. This information will include but is not limited to:
 - (i) Customer name;
 - (ii) the name, telephone number and email address of the person reporting the Incident; (iii) Customer's contact name, telephone number and email address if different from (i) above;
 - (iv) the physical location and Customer Site address of the Incident;
 - (v) the number of Customer Sites affected by the Incident (if relevant);
 - (vi) identification of the Service or component the Incident is being reported against, such as a web site, an IP address, a hardware reference, or similar identifiers; and
 - (vii) any other details that may be relevant to diagnosis of the Incident or as may be requested by Vodafone (including symptoms, events or actions leading up to the Incident, any tests carried out in attempting to isolate the problem, any environmental conditions that may be causing the Incident).
- (c) use all reasonable endeavours to ensure that the Incident has not arisen as a result of any matter that is not Vodafone's responsibility under this Agreement before reporting a suspected Incident with the Services to Vodafone; (d) complete all initial troubleshooting activity specified by Vodafone before reporting an Incident to Vodafone; and
- (e) procure such co-operation from the Users and from any third party providers as is reasonably requested by Vodafone to assist in the management of Incidents pursuant to this paragraph 1.4.

1.5 If an Incident is reported to Vodafone which is not Vodafone's responsibility, Vodafone may charge Customer as defined in the Call-Off Contract and/or Order for time spent investigating the Incident. **1.6** Incidents shall be deemed to: (i) commence when Acknowledged by Vodafone; and (ii) end when Vodafone advises Incident resolution. Customer will be deemed to have been advised if Vodafone has made reasonable attempts to contact Customer.

1.7 It may be necessary for a temporary interruption to the Service from time to time for Vodafone to carry out essential maintenance or network upgrades to the Service and/or equipment (an "Outage" or "Outages"). Vodafone will use reasonable endeavours to minimise the number of Outages and any subsequent disruption to the Customer. Customer is responsible for notifying its Users, customers or third party providers of any Outage.

1.8 Incidents may be reported at any time.

RM3808 Network Services 2

Lot 1 – Data Access Services

Vodafone PSN Connect

Public Sector



2. Severity Levels of Incidents

2.1 A description of the different Severity Levels is set out below:

Severity Level	Severity Level definitions
1	A total loss of the Service at one Customer Site or multiple Customer Sites.
2	Partial loss of the Service (at one Customer Site or multiple Customer Sites) which has a significant detrimental effect on the Customer's ability to perform normal communications but which does not represent a total loss of the Service. For example: (a) if the Customer has ordered a resilient service, loss of any of the primary, secondary, or backup access circuits); or (b) loss of capacity.
3	Degradation of the Service performance, or a Severity Level 1 or 2 Incident where Vodafone has been denied access to the Customer Site, or where Vodafone has been unable to make an Outage (for reasons outside of Vodafone's reasonable control) to restore normal service.
4	A non-Service affecting Incident or Incidents not classed as Severity Level 1, 2 or 3 Incidents.

3. Service Availability

3.1 Service Level Measure: The availability of the Service will be measured as the percentage of time the Service is available at the Service Demarcation Point of each Customer Site in a Monthly Measurement Period for the relevant primary access type and Customer Site classification.

3.2 Calculation: The percentage Service availability at the Service Demarcation Point of each Customer Site will be calculated as follows: $(A - B \times 100\%) / A$. Where:

- (a) "A" equals the number of whole minutes in the relevant Monthly Measurement Period;
- (b) "B" equals the number of whole minutes during which the Service is Unavailable in the Monthly Measurement Period, excluding time where the Service is Unavailable due to an Excluded Event; and
- (c) "Unavailable" or "Unavailability" means a Customer Site cannot exchange data with another Customer Site or with another end point connected to the PSN Shared Service Domain, where access to the PSN Shared Service Domain is received by the Customer.

3.3 Site Classification: In order to calculate the Service availability, a Customer Site will be classified into one of the following classes:

(a) **Sites connected with Asymmetric Access Circuit Bandwidths:**

Site Classification	Topology Description	Applicable Access Technologies	
		Primary	Backup/Secondary
Single Access	Single circuit, Single CE router	ADSL/VSDL2/FTTP	N/A

RM3808 Network Services 2

Lot 1 – Data Access Services

Vodafone PSN Connect

Public Sector



Dual Access (Active or passive)	Single access with backup (Active or Passive). Single or dual CE (where advised). Backup connected to different PE wherever possible to primary. Backup/Secondary access: ADSL/VDSL2/FTTP, VSAT,	ADSL/VDSL2/FTTP	ADSL/VDSL2/FTTP VSAT
	Backup connected to different PE router than the primary service wherever possible *		

(b) **Sites connected with Fixed Symmetric Access Circuit Bandwidths:**

Site Classification	Topology Description	Applicable Access Technologies	
		Primary	Backup/Secondary
Single Access	Optional secondary access to same PoP.	Ethernet EFM Leased line	N/A
Dual Access (Active or passive).	Single access with backup (Active or Passive). Single or dual CE (where advised). Backup connected to different PE wherever possible to primary. *	Ethernet EFM Leased line	ADSL/VDSL2/FTTP VSAT
Dual Access, dual parenting, with standard separation.	Dual access connected to different PE nodes. Dual CE routers. Dual building entry points.	Ethernet Leased line	Ethernet Leased line
Dual Access, dual parenting, with enhanced separation.	Dual CE routers. Dual Access/PoP with 5 metre separation. Separate building entry points. Reasonable endeavours to provide trench, duct and cable level separation.	Ethernet Leased line	Ethernet Leased line

* Different gateway for VSAT

3.4 Service Availability Targets:

(a) The availability targets set out in the following table below shall apply to all locations and be applicable to each access circuit making up the Site Classification, not for the overall site configuration:

RM3808 Network Services 2

Lot 1 – Data Access Services

Vodafone PSN Connect

Public Sector



Service Availability		
	Site Configuration	Availability
Sites connected with Asymmetric Access Circuit Bandwidths	Single Access	Premium 99% Enhanced 96.5% Standard 93%
	Dual Access	Premium 99.5% Enhanced 98% Standard 96%
Sites connected with Fixed Symmetric Access Circuit	Single Access	99.9%
	Dual Access	99.95%
	Dual access, dual parenting, with standard separation	99.99%
	Dual access, dual parenting, with enhanced separation	99.995%

(b) If a different access technology from that recommended to support the above metrics is agreed with the Customer, a different Service Level target will be agreed between the Parties.

4. Incident Resolution Times

4.1 This Service Level and associated Service Credits only apply to those Customer Sites located in a Coverage Band.

(a) **Calculation:** The Incident resolution time (for each Site classification) shall be calculated as the number of whole hours between the time Vodafone opens an Incident Record for a Severity 1 or 2 Incident and the time Vodafone confirms to the Customer that the Incident is resolved. The Customer will be deemed to have been advised if Vodafone has made reasonable attempts to contact the Customer. The Incident resolution times do not apply to Incidents caused by or associated with an Excluded Event

(b) **Site Classification:** In order to calculate the Incident resolution time, a Customer Site will be classified into one of the following classes:

(i) **Sites connected with Asymmetric Access Circuit Bandwidths:**

Site Classification	Topology Description	Applicable Access Technologies	
		Primary	Backup/Secondary
Single Access	Single circuit.	ADSL/VSDL2/FTTP	N/A
	Single CE router.		

RM3808 Network Services 2

Lot 1 – Data Access Services

Vodafone PSN Connect

Public Sector



Dual Access (Active or passive)	<p>Single access with backup (Active or Passive).</p> <p>Single or dual CE (where advised).</p> <p>Backup connected to different PE wherever possible to primary.</p> <p>Backup/Secondary access: ADSL/VDSL2/FTTP, VSAT.</p> <p>Backup connected to different PE router than the primary service wherever possible *</p>	ADSL/VDSL2/FTTP	ADSL/VDSL2/FTTP VSAT
---------------------------------	---	-----------------	-----------------------------

(ii) **Sites connected with Fixed Symmetric Access Circuit Bandwidths:**

Site Classification	Topology Description	Applicable Access Technologies	
		Primary	Backup/Secondary
Single Access	Optional secondary access to same PoP	Ethernet EFM Leased line	N/A
Dual Access (Active or passive).	<p>Single access with backup (Active or Passive)</p> <p>Single or dual CE (where advised)</p>	Ethernet EFM Leased line	ADSL/VDSL2/FTTP VSAT
	Backup connected to different PE wherever possible to primary. *		
Dual Access, dual parenting, with standard separation.	<p>Dual access connected to different PE nodes.</p> <p>Dual CE routers.</p> <p>Dual building entry points.</p>	Ethernet Leased line	Ethernet Leased line
Dual Access, dual parenting, with enhanced separation.	<p>Dual CE routers.</p> <p>Dual Access/PoP with 5 metre separation.</p> <p>Separate building entry points.</p> <p>Reasonable endeavours to provide trench, duct and cable level separation.</p>	Ethernet Leased line	Ethernet Leased line

*Different gateway for VSAT



	Site Configuration	Target Incident Resolution Time
Sites connected with Asymmetric Access Circuit Bandwidths	Single Access	Standard 48 hrs Premium (7 hrs) And Enhanced (24 hrs) options available
	Dual Access	Standard 48 hrs Premium (7 hrs) And Enhanced (24 hrs) options available
Sites connected with Fixed Symmetric Access Circuit (On-net i.e. Vodafone Fibre)		4 hours
Site connected with Fixed Symmetric Access Circuit (Offnet e.g. BT)		5 hours

(c) In the event that a different access technology from that recommended to support the above metrics is agreed with the Customer, a different Service Level target will be agreed between the Parties.

4.2 Network Performance Reporting Incident Resolution:

(a) **Calculation:** The Incident resolution time for Network Performance Reporting shall be calculated as the number of Working Days between the time Vodafone Acknowledges the Incident and the time Vodafone confirms to the Customer that the Incident is resolved. Customer will be deemed to have been advised if Vodafone has made reasonable attempts to contact the Customer. The Incident resolution times do not apply to Incidents caused by or associated with an Excluded

Event. Incidents may be reported to Vodafone at any time but Incidents resolution shall only occur during Working Hours.

(b) **Resolution:** Vodafone aims to resolve Network Performance Reporting Incidents within the following timelines:

Severity Level	Incident category definition	Target Incident resolution time
1	Total loss of Service (unable to access the reporting system).	72 hours
2 or 3	Degradation of Service (limited access to reports).	5 Working Days
4	Data integrity Incidents within the online reports.	As may be agreed by the parties.

(c) Notwithstanding the target Incident resolution times in the table above, if there is a total loss of hardware, the target Incident resolution time will not apply and the Incident will be resolved as soon as possible. If there is a total loss in Service or degradation of Service, Vodafone cannot guarantee that the Customer reporting data will be retained. (d) Data integrity Incidents within the reports will be treated as a Severity Level 4 Incident and will be resolved as soon as possible.

5. Service Degradation

5.1 The Service Degradation Service Levels: (a) only apply to those Customer Sites which are directly connected to the Backbone; and (b) apply from the most recent Service Commencement Date for the relevant Customer Site.

5.2 The Service Degradation Service Levels set out an expectation of the average performance between pairs of Vodafone Supplier Routers, over the IP Backbone Core, under normal working conditions, during a calendar month and apply



when: (a) the Customer Sites are: (i) directly connected to the IP Backbone Core at one of the available symmetric bandwidth options, or (ii) connected using asymmetric bandwidth options where the target explicitly states it applies to an asymmetric service; (b) the distance between the Vodafone Supplied Router and the IP Backbone Core is less than 150 kilometres; (c) the minimum available port bandwidth, where symmetric bandwidth access circuits are provided, is at least 1.5Mbps; (d) the IP packet size is 64 bytes for Premium CoS and the average packet size for Standard and Enhanced CoS is 384 bytes; and (e) Premium CoS bandwidth at the Customer Site is a maximum of 50% of the port bandwidth.

5.3 The Service Degradation Service Levels do not apply: (a) to Severity Level 1 or 2 Incidents; and/or (b) where the Incident is due to an Excluded Event.

5.4 Service Degradation Measurements:

(a) **Round Trip Delay (RTD):**

- (i) Round Trip Delay measures the total time taken for an IP packet to pass from one applicable router to another and back again.
- (ii) Round trip delay Service Level targets over the IP Backbone Core between two IP Backbone Core Routers are set out in Part A of the Round Trip Delay Service Level Targets schedule ("**Part A**").
- (iii) Vodafone also offers RTD Service Level targets between two Vodafone Supplied Routers, as specified in Part B of the Round Trip Delay Service Level Targets schedule ("**Part B**"), and consist of the combined value of the applicable IP Backbone Core RTD Service Levels in Part A, in addition to the access Service Levels in Part B which include the access bandwidth and method used to connect the two applicable Customer Sites.
- (iv) Subject to the Customer ordering Network Performance Reporting, Vodafone will agree specific Service Level targets and the number of pairs of Customer Sites such Service Levels will apply to in the Order. The number of pairs of Customer Sites may be reviewed when Customer orders additional Customer Sites and any such revised number shall be set out in a relevant Order.
- (v) During the 3 months following the completion of the installation of the Service at the relevant Customer Sites, the Parties will evaluate the target metrics set out the Round Trip Delay Service Level Targets schedule and replace them (if necessary) with the final committed RTD Service Level targets.
- (vi) RTD (for all CoSs) will be measured, where the Network Performance Reporting is available, by sending 10 test packets of 64 bytes between each pair of locations every 5 minutes. The average of the average RTD performance for all samples recorded each calendar month will be used to indicate the actual round trip delay achieved in that month.
- (vii) The Service Degradation Measurement for RTD is as follows:

CoS	Service Level	
	RTD over the IP Backbone Core	RTD between two Customer Sites
PSN Real-TimeCoS	See Part A of the Round Trip Delay Service Level Targets schedule.	See Part B of the Round Trip Delay Service Level Targets schedule.
PSN-Application CoS	See Part A of the Round Trip Delay Service Level Targets schedule.	See Part B of the Round Trip Delay Service Level Targets schedule.
Default CoS	n/a	n/a

(b) **Packet Loss:**



- (i) Packet loss measures the percentage of IP packets that are not successfully sent over the IP Backbone Core during the relevant measurement period. Premium CoS targets assume the use of 64 byte IP packets and Enhanced/Standard CoS assumes the use of 384 byte IP packets.

- (ii) The Service Degradation Measurement for packet loss is as follows:

CoS	Service Level	
	Both Customer Sites connected using Symmetric bandwidths	One or both Customer Sites connected using Asymmetric bandwidths
PSN Real-TimeCoS	0.04%	0.2%
PSN-Application CoS	0.06%	0.3%
Default CoS	1.0%	n/a

- (iii) There is no Packet Loss Service Level target for Default CoS on Asymmetric bandwidths.

- (c) **Jitter:**

- (i) Jitter measures the variation between the arrival of consecutive 64 byte IP packets caused by network congestion, timing differences or route changes as an average over the Monthly Measurement Period. The jitter Service Levels shown in the below table are between pairs of sites connected with asymmetric or symmetric bandwidths.

- (ii) There is no jitter Service Level for PSN Application CoS, or Default CoS.

- (iii) The Service Degradation Measurement for jitter is as follows:

CoS	Access Circuit bandwidth/ connection method:	Service Level
PSN Real-TimeCoS only	<1 Mbps	67 milliseconds
	1 Mbps to 10 Mbps	20 milliseconds
	>10 Mbps	<10 milliseconds
	>100 Mbps	<5 milliseconds

- 5.5 **Minimum Assured Rate:** (a) For all access methods, should the actual bandwidth be lower than the Minimum Assured Rate then the Customer may raise an Incident.

The Minimum Assured Rate will be guaranteed 99.9% of the time Over VDSL2 Assured only

.Part A – Round Trip Delay Service Level Targets in milliseconds

IP Backbone Core RTD Targets in Milliseconds (ms):

ROUTE	ROUND TRIP DELAY
UK TO UK – DNSP CUSTOMER FACING EDGE NODE – GCN INTERFACE	18MS

RM3808 Network Services 2

Lot 1 – Data Access Services

Vodafone PSN Connect

Public Sector



UK TO UK – DNSP CUSTOMER FACING EDGE NODE– DNSP CUSTOMER FACING EDGE NODE	25MS
---	------

Part B – Round Trip Delay Service Level Targets between two Customer Sites

Access round trip delays in Milliseconds (ms):

Minimum access speed	PSN Real-Time CoS	PSN Application CoS	Default CoS
UK ADSL16	144ms	199ms	n/a
VDSL2	65ms	120ms	n/a
VDSL2 Assured	42ms	62ms	n/a
1.5M-<45M	18ms	27ms	30ms
>45M	14ms	17ms	20ms

The above access Round Trip Delay figures are for a single access circuit.

The end-to-end RTD will comprise the RTDs for two access circuits plus the RTD across the IP Backbone as shown in Part A.

Router Maintenance

1. Introduction

- 1.1 These terms describe the Router Maintenance Services and forms part of the Agreement and part of the PSN Services where the Router Maintenance Services are included in the Call-Off Contract and/or Order.
- 1.2 The Router Maintenance Service is reactive which means that the Maintained Router is not monitored by Vodafone and Vodafone will respond to hardware and operating system faults reported to Vodafone by Customer.
- 1.3 The Router Maintenance Service is available for both Vodafone Supplied Routers and Maintained Routers.
- 1.4 Except as provided for in the Agreement, if Customer terminates the Router Maintenance Service at any time during the Minimum Term, then in addition to all outstanding Charges for Services rendered as specified in the Call-Off Contract and/or Order, Customer must pay Vodafone a Recovery Charge of 30% of the monthly Maintenance Charges remaining as at the date of termination.

2. Vodafone Supplied Router



2.1 Vodafone will supply a Vodafone Supplier Router to Customer using one of the following models details of which will be set out in the Call-Off Contract and/or Order:

- (a) Vodafone 'purchase' the Vodafone Supplier Router and relevant Software and resell it to Customer; or
- (b) Vodafone shall 'lease' the Vodafone Supplied Router and required Software to Customer, for minimum periods of 12, 24 or 36 months (or another period agreed by the parties as set out in the Call-Off Contract).

2.2 Vodafone will arrange for the Vodafone Supplied Router to be delivered to the relevant Customer Site.

2.3 **Purchase of Router:** (a) Where Customer decides to purchase a Vodafone Supplied Router from Vodafone to use as part of the PSN Connect Services, title in such Vodafone Supplied Router will pass to Customer on receipt by Vodafone of payment in full of the relevant Charges as agreed in the Call-Off Contract and/or Order in respect of that Vodafone Supplied Router. Until such time as payment is made in full, any Vodafone Supplied Router(s) must appear on the customer records as owned by Vodafone.

- (b) Risk in the Vodafone Supplied Router purchased from Vodafone will pass to Customer from the date of its installation.

2.4 **Lease of a Router:** (a) Where Customer decides to lease a Vodafone Supplied Router from Vodafone, title to the Vodafone Supplied Router shall remain with Vodafone. (b) At the end of the Minimum Term or on termination of the PSN Connect Services, Vodafone reserve the right to arrange for the collection of the leased Vodafone Supplied Router from the Customer Site(s). If Vodafone is prevented from collecting the Vodafone Supplied Router after making reasonable efforts to arrange collection, Vodafone may levy a Charge payable forthwith in respect of the Vodafone Supplied Router giving effect to transfer of title and all risks following presentation of Vodafone's invoice.

3. Router Maintenance

3.1 For all Maintained Routers, Vodafone will:

- (a) provide on-site fault diagnosis, if necessary, to identify hardware or Software issues that are adversely affecting the PSN Connect Services;
- (b) provide on-site repair or replacement of hardware or Software, where applicable and if necessary to resolve issues that are adversely affecting the PSN Connect Services;
- (c) during the Minimum Term or any Renewal Term, in the event that repair is not possible and the Maintained Router becomes unsupported by the manufacturer, replace the Maintained Router with an equivalent supported router.

3.2 Any parts removed by Vodafone or any Third Party Provider engaged by Vodafone to perform Router Maintenance, shall remain the property of Vodafone.

3.3 Vodafone may remove (in whole or part) the Maintained Router from the Customer Site for inspection, testing or repair but whenever reasonably practicable will take steps to avoid disruption to Customer.

3.4 Router Maintenance shall be provided during the Minimum Term and any Renewal Term, subject always to payment of all Charges as specified in the Agreement.

4. Customer Responsibilities

4.1 In addition to the Customer obligations set out in these Service Specific Terms, Customer must:

- (a) comply with any reasonable security standards and procedures established or communicated by Vodafone for the Maintained Router; and



- (b) ensure the operating system on the Maintained Router is supportable by the manufacturer and upgrade if required to a supported release as may be specified or published by the manufacturer from time to time or as instructed by Vodafone.
- (c) report suspected faults with the Maintained Router and provide Vodafone with:
 - (i) details of the relevant Maintained Router including but not limited to serial numbers and location as may be requested by Vodafone;
 - (ii) any diagnostic messages displayed on the Maintained Router; and
 - (iii) access to the relevant Maintained Router at the Customer Site.

5. Service Level

5.1 The Service Level set out in these Vodafone Router Maintenance Terms and associated Service Credits only apply to those Customer Sites with a Maintained Router and are subject to payment of all Charges in accordance with the Agreement.

5.2 Vodafone shall arrange an engineer visit to the Customer Site where the Maintained Router is located where Vodafone consider this necessary to resolve or investigate and diagnose the cause of the fault.

Service Level	Service Level Target
We shall raise a Trouble Ticket once we receive complete information from you regarding a fault	Within 1 Working Day
We shall commence diagnosis of the fault reported to enable resolution.	Within 4 Working Days

6. Additional Charges

6.1 Subject to the provisions of the Agreement, Customer will not (or attempt to or allow anyone other than Vodafone or Vodafone's representatives to) open, repair, maintain, modify or move the Maintained Router. In the event that Customer fails to comply with these restrictions, Customer agrees to pay Vodafone any Charges or other costs Vodafone reasonably incurs as a result of such failure and Vodafone shall not be liable for any resulting impact on Customer's receipt of the PSN Connect Services.

6.2 Vodafone will be entitled to apply, and Customer will pay, Charges or Ancillary Charges (as set out in the Call-Off Contract) (including additional one-off Charges) to cover the reasonable costs incurred by Vodafone in connection with an actual or alleged fault, if any of the following events occur:

- (a) Customer prevents or delays maintenance being carried out in compliance with these Vodafone Router Maintenance Terms or deny access to a Customer Site;
- (b) Customer requests that Vodafone visits a Customer Site for a fault that Vodafone in their sole discretion determine is not related to a Maintained Router;
- (c) if Customer requests more than two visits during any calendar month to investigate a fault at a Customer Site and Vodafone in their sole discretion determine, following investigation during or following each visit, that there is no fault that can be attributed to the Maintained Router and where the fault arises as a result of any configuration or modification which was not carried out by Vodafone;
- (d) Customer, any User (which shall include your employees, sub-contractors and/or agents or any third party on Customer's instruction) has misused or physically damaged or interfered with the Maintained Router, or has allowed any physical damage or interference to be caused to the Maintained Router where it has been placed or housed in incorrect environmental conditions including incorrect temperatures and humidity levels; mains electrical surges or failures; (e) faulty manufacture or design;

RM3808 Network Services 2

Lot 1 – Data Access Services

Vodafone PSN Connect

Public Sector



- (i) any other adverse impact on the Maintained Router arising out of any Customer act or omission included but not limited to lighting damage; electromagnetic interference; any other accidental or deliberate damage;
- (ii) correction of defects following the removal or connection of any Maintained Routers other than by Vodafone;
- (iii) work performed by Vodafone outside of Working Hours at Customer request;
- (iv) repair, replacement or re-routing of any wiring or cabling or provision of additional wiring and cabling; or
- (v) faults reported by the Customer and which are excluded by this Agreement.



7. Key Obligations

7.1

The following 'Key Obligations' contain wording that is mandatory and which must be included in any supply agreement:

- (a) Every PSN Supply Agreement for the delivery of PSN Services shall include the following standard clauses:
- (i) Vodafone shall ensure that any PSN and/or GCN Services that it supplies, or are supplied by others, pursuant to this Agreement shall have been awarded and retain at all times a PSN Compliance Certificate.
 - (ii) Vodafone shall ensure that any PSN and/or GCN Services that it supplies, or are supplied by others, pursuant to this Agreement are delivered in accordance with the applicable Code or Codes.
 - (iii) Customer shall procure that any PSN Customer Environment used to consume PSN and/or GCN Services supplied pursuant to this Agreement shall have been awarded and retain at all times a PSN Compliance Certificate.
 - (iv) Customer shall procure that any PSN Customer Environment used to consume PSN and/or GCN Services supplied pursuant to this Agreement shall be provided and maintained in accordance with the applicable Code or Codes.
 - (v) Each of the Parties warrants and undertakes that they shall throughout the term of this Agreement, where specifically requested in writing by the PSN Team acting on advice from the Infrastructure Senior Information Risk Owner ("SIRO"), immediately disconnect its GCN Services, PSN Services or Customer Environment (as the case may be) from such PSN Services (including any Direct Network Services), GCN Services and Customer Environments as the PSN Team instructs where there is an event affecting national security, or the security of the GCN or PSN.
 - (vi) The Parties acknowledge and agree that the PSN Team shall not be liable to them or any other party for any claims, proceedings, actions, damages, costs, expenses and any other liabilities of any kind which may arise out of, or in consequence of any notification pursuant to clause (v) above.
 - (vii) Each of the Parties acknowledges and agrees that clauses (v) and (vi) are for the benefit of and may be enforced by the PSN Team, notwithstanding the fact that the PSN Team is not a party to this Agreement, pursuant to the Contracts (Rights of Third Parties) Act 1999.

8. General Obligations (Effect Mandatory)

8.1

Vodafone shall cooperate with suppliers of other PSN Services and GCN Service Providers to enable the efficient operation of the Public Services Network in accordance with the PSN Operating Model.

8.2

The PSN Services shall be delivered in a way that enables the sharing of services across customers of PSN Services and maximises the savings to be achieved by such sharing of services.

9. Commercial Terms

9.1

Vodafone shall be entitled to suspend the provision of any PSN Services in the event that the Customer (or its end customer) fails to maintain any PSN Compliance Certification required for the receipt or use of a PSN Service and for the PSN environment in which the PSN Service are used. Subject to the terms of the Agreement, Vodafone shall use its reasonable endeavours to recommence the PSN Service as soon as the reason for such suspension is remedied.

9.2

In the event that Customer (or its end customer) does not receive or fails to maintain any PSN Compliance Certificate or Code of Connection required in order to receive and/or use the PSN Service, Vodafone shall not be obliged to connect the PSN Service at the Customer Site(s) and/or if such failure occurs after delivery, Vodafone shall be entitled to suspend the PSN Service. Vodafone shall be entitled to charge the Customer for any additional reasonably incurred costs it incurs as a result of such delay or failure, and, in the case of suspension, Vodafone shall be entitled to recover any properly incurred costs as a result of such suspension and recommencement of the PSN Service. 9.3 Vodafone shall be entitled to vary the Charges payable for the PSN Service as a result of any changes to the PSN standards (as determined by the



PSN Team and/or Crown Commercial Service). Vodafone shall provide any reasonable information requested by the Customer in order to demonstrate the cost impact of such changes to the PSN Service provided under this Agreement.

10. Defined Terms

10.1

The following additional defined terms shall apply to this Agreement in addition to those set out in these Service Specific Terms:

Term	Definition
"Code"	A completed and signed Code of Practice, Code of Interconnection, or Code of Connection.
"Code Of Connection" or "CoCo"	The agreement, as set out in the Code Template, setting out the obligations and requirements for PSN Customers wanting to participate in the PSN, together with all documents annexed to it and referenced within it.
"Code Of Interconnection" or "CoCo"	The agreement, as set out in the code template, setting out the obligations and requirements for an organisation to provide PSN connectivity services, together with all documents annexed to it and referenced within it.
"Code Of Practice" or "CoP"	The agreement, as set out in the code template, setting out the obligations and requirements for an organisation wanting to provide PSN services, together with all documents annexed to it and referenced within it.
"Code Template"	The Code Template initially serves as an application form for PSN Compliance Certification. It subsequently serves as the set of obligations and requirements against which PSN Compliance is verified.
"Customer Environment"	The situation in which the PSN Services will be consumed. This encompasses the networks, systems, processes and staff of the PSN Customer's and its PSN Service Consumers' organisations.
"Direct Network Service"	A PSN Compliant network with direct connectivity to the GCN.
"Direct Network Service Providers" or "DNSP"	PSN Service Providers that have fulfilled the terms of the Code of Interconnection, and which may as a result connect directly to the GCN.
"GCN Service Agreement"	The agreement between the GCNSP and DNSP for the provision of access to and use of the GCN Services.
"GCN Service Provider" or "GCNSP"	A component, product or service that enables PSN-connected organisations to enjoy intra and inter-organisation IP data transmission and for which a PSN compliance certificate has been awarded by the PSN team.
"GCN Services"	The GCNSP's services relating to its provision of the GCN.
"Government Conveyance Network" or "GCN"	The total network of all GCN Services provided by all GCN Service Providers.
"NCSC"	The UK Government's National Technical Authority for Information Assurance.
"PSN Connectivity Service"	A component, product or service that enables PSN-connected organisations to enjoy intra and inter-organisation IP data transmission and for which a PSN compliance certificate has been awarded by the PSN team
"PSN Compliance"	The process to ensure adherence to the rules, conditions and obligations identified in a Code.
"PSN Compliance Certificate"	The certificate awarded to the individual infrastructures GCN Services and PSN Services and PSN Connectivity Services that make up PSN, issued by PSN Head of Compliance on behalf of the Cabinet Office following the verification process.
"PSN Compliance Certification"	The process of certifying a PSN Customer Environment, GCN Service or PSN Service.
"PSN Compliance Verification"	The processes of review and assurance to verify that the PSN Service or Customer Environment satisfies the criteria set out in a Code.
"PSN Compliant"	A state describing ongoing adherence to the rules, conditions and obligations identified in a signed Code.
"PSN Customer"	The PSN Service Consumer that has achieved PSN Compliance Certification for their PSN Customer Environments and who holds PSN Supply Agreement(s) with PSN Service Providers for the services concerned.



"PSN Service"	A functional service available to PSN-connected organisations from PSN-connected infrastructure in order to enable the fulfilment of a specific business activity, which is offered by a PSN Service Provider in accordance with a CoP and for which a PSN Compliance Certification has been awarded by the Public Services Network Team
"PSN Service Bridge"	A central, operational service management function that falls under the remit of the PSNA. Its main purpose is the co-ordination of the response to Major Incidents and changes.
"PSN Service Consumer"	An organisation which uses PSN services or PSN connectivity services.
"PSN Service Provider" or "PSNSP" or "PSN Connectivity Service Provider"	An organisation that is supplying or is approved to supply PSN Services in accordance with the CoP and CoCo.
"PSN Supply Agreement"	Either a contract or – if it is between Public Sector bodies – a Memorandum of Understanding to deliver PSN Services or PSN Connectivity Services.
"PSN Team"	the Government department responsible for overseeing PSN and related compliance.
"Public Services Network" or "PSN"	The governments high performance network, which helps public sector organisations work together, reduce duplication and share resources.
"PSN Operating Model"	PSN Operating Model Subject to amendment by the PSNA from time to time.
"PSN Product Management, Configuration Management and Change Control"	PSN Document Management and Change Control, v1.0 Subject to amendment by the PSNA from time to time.

The following definitions are applicable to the Services (in addition to those detailed within the PSN Connect Mandatory Terms):

Acknowledged	a confirmation given to the Customer that a particular service request or Incident being raised is valid and the provision to the Customer of a unique reference for it.
Application Control	the feature embedded within the Vodafone Supplied Router that automatically identifies applications as per the current application to CoS class mapping spreadsheet referred to in the Service Specification.
ADSL	asymmetric digital subscriber line.
Asymmetric Access Bandwidths	ADSL and/or VDSL2 access circuits.
Backbone	the IP Backbone Core and related infrastructure beyond the IP Backbone Core.
Border Gateway Protocol or BGP	the routing protocol which in essence illustrates how the Customer's network communicates with the IP Backbone Core to tell it what destinations can be reached.
Configuration Change(s)	any Hard Configuration Change(s) and/or any Soft Configuration Change(s) or any other definition of a change to an Optional Service Element outlined in the Service Specific Terms.
Core Service Element(s) or CSE	the core elements of a Service package as set out in the Service Specification.
Class(es) of Service or CoS	the classes of Service used to prioritise network traffic.

RM3808 Network Services 2

Lot 1 – Data Access Services

Vodafone PSN Connect

Public Sector



Customer Equipment	hardware or software not owned or provided by Vodafone, which is used with the Service (excluding the Router).
Customer Router	the Customer-edge router at a Customer Site provided, managed and maintained by Customer where set out in the Order.
Customer Service Centre or CSC	our dedicated service for managing Incidents as described in the Service Specification that are relevant to the Services.
Default CoS	the CoS allocated to any traffic not assigned to PSN Application CoS or PSN Real-Time CoS.
Digital Subscriber Line or DSL	a copper based asymetric access technology which may be used to provide access circuits upto 76Mb/s downlink (towards a Customer Site) and 18Mb/s uplink (away from a Customer Site).
Ethernet First Mile or EFM	a copper based Ethernet access technology which may be used to provide symmetric bandwidth access circuits of 512Kbps to 20Mbps.
Excluded Events	<p>any of the following: (a) a fault or incident with any other Vodafone service purchased under a separate services agreement and/or service terms;</p> <p>(b) a fault or incident in, or any other problem associated with, non-Vodafone supplied power, any Customer Equipment, Customer Router, non-maintained structured cabling, Customer-contracted third party local internet access (in conjunction with Secure Internet Site Access), a Cloud Provider Data Centre, or other systems or networks not operated or provided by Vodafone;</p> <p>(c) a fault or incident caused by Customer's negligence, act or omission or that of any third-party not within Vodafone's direct control;</p> <p>(d) a fault, incident or delay that arises as a result of a request by the Customer for an expedited delivery of the Service;</p> <p>(e) the Customer not performing or a delay in performing any of the Customer obligations or conditions of use set out in the Services Agreement;</p> <p>(f) the Customer requesting Vodafone to modify a Customer Site, or to test one, although no Incident has been detected or reported in accordance with the Services Agreement;</p> <p>(g) Service suspension or a Force Majeure event in accordance with the General Terms;</p> <p>(h) the inability or refusal by a third-party supplier to provide input products at a Customer Site where the Service uses these to deliver the access circuit; (i) a Configuration Change in the process of implementation;</p>



	<p>an Outage;</p> <p>(k) any failure to achieve service degradation targets resulting from a rate adaptive ADSL, or VDSL2, line re-train or due to performance issues, such as noise or vibrations, impacting copper access technologies supporting asymmetric or symmetric access circuits;</p> <p>(l) any degradation of performance that is caused by, or for any fault or incident in, the access circuit that occurs as a result of, or in connection with, technical limitations beyond Vodafone's control; (m) Vodafone being unable to access or being delayed in accessing the Customer Site (where a Customer Site visit is required) due to reasons outside its control, including, inclement weather or Customer's refusal to admit Vodafone; (n) a suspension under clause 15 of the General Terms; or (o) any other circumstances caused by events for which Vodafone is not liable in accordance with the terms of the Agreement.</p>
Incident	any fault or incident which affects the Service provided to Customer, excluding any fault or, incident with any other Vodafone service purchased under separate service terms.
IP Backbone Core	Vodafone's multi-protocol label switching (MPLS) enabled network platform.
Hard Configuration Change	<p>a change to the Service that may include one or more of the following:</p> <p>(p) transfer of the Service from one Customer Site to another; (q) migrating between physical service access options (including port speed or port type); (r) modifications requested by Customer to alter the Service at a Customer Site requiring physical intervention; (s) physical movement of a Customer Site; and/or (t) removing a Customer Site from the Service.</p>
Maintained	the Service package where Vodafone maintains the Router, and the Customer manages the Router as further set out in the Vodafone Router Maintenance Terms.
Maintained Router	the customer-edge router (including the installed software) at a Customer Site provided by Vodafone and maintained by Vodafone pursuant to the Maintained Service package as further set out in the Router Maintenance Terms.
Managed	the Optional Service Element package where Vodafone manages the Vodafone Supplied Router as further outlined in the Service Specification.
Minimum Assured Rate	the minimum bandwidth guaranteed over the access circuit, subject to the line rate.
Monthly Measurement Period	the period from the Service Commencement Date up to the end of the calendar month and then each calendar month thereafter (save for the last month which will be the beginning of the calendar month up to the termination date or expiry of the Service).
Network Access Method(s)	the access method or methods which connect the Customer Sites to the global IP MPLS network as more specifically described in the Service Specification.
Network Terminating Equipment or NTE	the Vodafone supplied, installed and managed Equipment that is used to terminate the access circuit where Customer has Ethernet access.
Normal Change	a change that is not an emergency change or a standard change, and is listed as a "Normal Change" in the Service Request Catalogue. Normal changes follow the defined steps of the change management process implemented by Vodafone from time to time.

RM3808 Network Services 2

Lot 1 – Data Access Services

Vodafone PSN Connect

Public Sector



Optional Service Element(s)	the elements of the Service which are optional as set out in the Service Specification.
Outage(s)	has the meaning set out in the Service Levels.
PoP	point of presence.
PSN Application CoS	a medium level of CoS consisting of four levels (1, 2, 3 and 4) of equal priority to reduce delayed or dropped traffic.
PSN Real-Time CoS	the highest level of CoS, prioritised over all other traffic.
PSN Shared Service Domain	the single common VPN carried across all PSN connectivity providers that makes up the PSN.
Router	Equipment that performs the task of routing traffic to and from the customer site used in connection with the Service which shall be a Vodafone Supplied Router or Customer Router.
Router Maintenance	the Maintained Service package as further detailed in the Service Specification.
Service Request Catalogue	the service request catalogue for PSN Connect, as made available to Customer and updated by Vodafone from time to time.
Service Credits	the service credits payable by Vodafone to Customer in accordance with the Service Specific Terms.
Service Demarcation Point	depends on the Service package and other options selected in the Order as follows: (a) the port between the Router and the Customer Network for the Managed Service package; (b) the service interface of the access circuit for the Wires Only Service package and Maintained Service package; (c) the NTE where access is provided using Ethernet technology for the Wires Only Service package and Maintained Service package; (d) the egress point from the Vodafone PSN Connect Service to the GCN where access to the PSN Shared Service Domain is provided; (e) the last core IP network port that connects to the access link that connects to a PSN Service Provider.
Service Level(s)	the service levels which apply to the provision of the Service as set out in the Service Levels.
Service Level Objective or SLO	the performance Vodafone expects to provide, but which have no Service Levels or Service Credits associated with them.
Severity Level(s)	the performance Vodafone expects to provide, but which have no Service Levels or Service Credits associated with them.
Soft Configuration Change	a change to the Service provided to Customer that does not constitute a Hard Configuration Change or a Normal Change, including the following: (a) modification of the configuration of the Customer's VPN, at Customer's request, that is not classified as a Hard Configuration Change; and/or (b) modifying the bandwidth allocated to a CoS for a Customer Site.
Structured Cabling	standards-based building cable systems for commercial buildings that support data networks, voice, and video.
Super-Fast or Super-Fast Broadband	an access service that uses a VDSL2 technology.
VDSL2	an access method which uses Fibre to the Cabinet (FTTC) and very-high speed digital subscriber line 2 (VDSL2) technologies, and access circuits using this access method offer contended bandwidth.
VDSL2 Assured	an access method which uses Fibre to the Cabinet (FTTC) and very-high-speed digital subscriber line 2 (VDSL2) technologies, and is a native Ethernet access method which comes with a higher Minimum Assured Rate of bandwidth than VDSL2 and allows the Customer to order throttled IP port bandwidths.



VPN	virtual private network.
Third Party Backbone	an MPLS network core used by the relevant third party contracted by Vodafone, to extend access from the Backbone to the Customer Site.
Vodafone Supplied Router	the Equipment which is a customer-edge router at a Customer Site provided (either rental or purchase) maintained as standard by Vodafone and managed by Vodafone as an Optional Service Element.
Wires Only	the Service package where Vodafone may supply a Router (but does not maintain or manage any Router supplied) or the Customer may supply a Router (Customer Router) and install, maintains and manage it as further outlined in the Service Specification.

Appendix 2 General Terms

1. Structure

1.1 The Agreement consists of: (1) Call-Off Contract; (2) the Service Specific Terms; (3) the Mobility Service Terms and/or Fixed Service Terms, as applicable; (4) any applicable Price Plan Guide(s); (5) these General Terms; (6) any applicable Orders; (7) the Standard List Price and any other document expressly referred to in this Agreement; which apply in this decreasing order of precedence.

2. Duration

2.1 Agreement term: This Agreement commences on the Agreement Start Date and will continue until the earlier of (i) termination of the Agreement or (ii) the cessation of the last of the Services (including any agreed exit assistance in respect of the Services) in accordance with this Agreement.

2.2 Service term: Each Service will commence on its respective Service Commencement Date.

2.3 Minimum Term: Each Service will continue for its specified Minimum Term and thereafter for any Renewal Term(s) unless notice to terminate the Service is given in accordance with this Agreement.

3. Services

3.1 Provision of Services: Vodafone shall use reasonable endeavours to supply Customer with the Services according to the standard of skill and care expected of a competent telecommunications provider.

3.2 Orders: Customer may place Orders for Services in accordance with Vodafone's order process specified in this Agreement or as otherwise notified to Customer from time to time. Each Order will be subject to Vodafone's acceptance. Orders, once accepted, will form part of this Agreement. If Vodafone does not give express acceptance, acceptance will be deemed to occur on the earlier of despatch of any Equipment or the activation of the Service by Vodafone.

3.3 Customer information: Customer shall provide, and shall ensure its Users provide, the information and complete the documentation (including in relation to identification, legitimisation and VAT and billing details) required by Vodafone (including any tools provided by Vodafone) or any applicable NRA for the purposes of the Services or continued use of the Services. Customer shall ensure that such information is complete and accurate at all times.

3.4 Additional Service Recipient: If Customer wishes to add Additional Service Recipients, then Customer shall: (a) provide the full corporate details of the Additional Service Recipient; (b) seek approval in writing from Vodafone; (c) inform the Additional Service Recipient of the contractual arrangements; and (d) agree to pay such additional charges as Vodafone may reasonably request in relation to the approval of such requests.

3.5 Authorised Users: Access by Customer to the Services and Equipment is limited to authorised Users. Customer is responsible for ensuring Users' compliance with this Agreement. If Vodafone provides each authorised User with User Details, Customer 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. Customer 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.

3.6 Third parties: Customer shall ensure that the Users and Additional Service Recipients comply with this Agreement in relation to their use of the Services and Equipment, and shall be liable to Vodafone for the acts and omissions of the Users and Additional Service Recipients in relation to this Agreement. Save as expressly permitted under this Agreement, Customer shall not resell, distribute, provide or sub-licence the Services or Equipment (except Customer Equipment) to any third party.

3.7 Exclusions: Vodafone is not responsible for any content, goods or services which are accessed, downloaded or transmitted by Customer through use of the Services. Vodafone accepts no responsibility for these services. Customer shall take appropriate measures to back up data and otherwise protect against loss of data under this Agreement.

3.8 Terms of use: Customer 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 this Agreement 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. Customer shall comply with the AUP in using the Services. Customer shall notify Vodafone immediately of any breach of security or unauthorised use of the Services.

3.9 Service Monitoring: Customer gives express consent for Vodafone to monitor Customer's use of the Service (and disclose and otherwise use the information obtained) only to: (a) the extent allowed by Applicable Law; (b) comply with Applicable Law; (c) protect the Network from misuse; (d) protect the integrity of the public internet and/or Vodafone's systems and Networks; (e) the extent necessary to determine if Customer has breached any conditions or restrictions on use of the Service; (f) provide the Service; and/or (g) take other actions agreed or requested by Customer.

3.10 Customer obligations: Customer shall promptly comply with its obligations under this Agreement. If Customer fails to comply with an obligation then, to the extent caused by Customer's

breach, Vodafone will be relieved from its obligations under this Agreement without any liability to Customer and Customer shall reimburse Vodafone for any increased costs Vodafone incurs.

3.11 Compliance with law: The Parties shall each comply with, and notify the other in the event of any breach of, or change of status in respect of, Applicable Law in relation to this Agreement. Vodafone and Customer shall co-operate in good faith in their performance under this Agreement.

3.12 Cost of Investigations: Customer shall reimburse Vodafone for reasonable costs and expenses Vodafone incurs investigating (including where no fault is found) and rectifying any issue with the Services or Equipment, where the issue has been caused by Customer's, or its User's, use of the Services or Equipment contrary to Vodafone's instructions or misuse, neglect or alteration of the Services or Equipment.

3.13 Compatibility: Customer shall ensure its systems, equipment and processes satisfy any Technical Prerequisites and if required to be used in conjunction with the Equipment and the Services, are in good working order (if applicable) and are compatible for use with the Equipment and the Services. Vodafone shall use reasonable endeavours to advise Customer of relevant requirements on request, but in no event shall Vodafone be responsible for any performance or non-performance issues with, or liable to support the Services if Customer's systems, equipment, or processes fail to satisfy the Technical Prerequisites or are otherwise incompatible with the Services. Vodafone may suspend the provision of any Service for which Technical Prerequisites have not been procured within the specified period and charge Customer any applicable Recovery Charge.

3.14 Security: Customer 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. Customer must seek prior approval from Vodafone before running any security tests, vulnerability scans or penetration tests on Vodafone Equipment or Services.

3.15 Telephone Number Allocation: Vodafone shall allocate telephone numbers to Customer for Customer's use of the Services. Vodafone may reallocate, withdraw or change such telephone numbers as a result of Applicable Law or instructions from a regulatory authority, but will take reasonable steps to minimise any disruption to Customer.



3.16 Porting: If Customer decides to port a telephone number allocated to Customer by Vodafone, Vodafone shall transfer Customer's telephone numbers to Customer's nominated network operator for Customer's use according to Applicable Law and regulation.

4. General Equipment Terms

4.1 Equipment Availability: If Vodafone is unable to provide the Equipment requested, Vodafone will agree with Customer to provide alternative Equipment if practicable to do so.

4.2 Delivery of Equipment and Risk: Risk in the Equipment and SIMs passes to the Customer upon delivery. Vodafone will deliver to the agreed delivery address. Customer must notify Vodafone within 5 Working Days of delivery of any Equipment or SIMs which were damaged upon delivery and provide written details. If any Equipment or SIMs are not delivered within 10 Working Days of the relevant delivery date, Customer must notify Vodafone as soon as possible. Provided that there is no dispute as to delivery or damage, Vodafone shall send replacement Equipment or SIMs free of delivery charge.

4.3 Title: Where Customer has purchased Equipment from Vodafone, title to the Equipment (excluding title to any Vodafone Software) shall only pass to the Customer: (a) where delivered in the UK, on receipt of payment in full. This

includes credit against payment using Subsidy; or (b) where delivered outside the UK, at a place and time to be determined by Vodafone.

4.4 Unauthorised Equipment or Repairs: Customer acknowledges that Customer 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.

4.5 End of life: Vodafone may, on provision of reasonable notice, replace or retire the Equipment. Vodafone may provide the Customer with replacement Equipment which provide equivalent or improved functionality to the extent that alternatives are available, such Equipment refresh being subject to clause 12. Vodafone will not be liable for Customer's use of Equipment where Customer has not installed updates or followed Vodafone's reasonable recommendations regarding Equipment (including for any failures), and will not have any maintenance obligations.

4.6 Equipment Warranty: Vodafone shall pass on the benefit of any warranties that Vodafone obtains from the manufacturer of any Equipment supplied by Vodafone to Customer; however, Vodafone does not assign any of its rights or appoint Customer to act on Vodafone's behalf.

4.7 Faulty Equipment and returns: (a) If Equipment becomes faulty within 14 calendar days of delivery, Customer may return the Equipment to Vodafone for replacement in accordance with

Vodafone's instructions. (b) Following the initial 14 calendar days from date of delivery, if Equipment becomes faulty within the manufacturer's warranty period due to an inherent defect in the Equipment;

(i) where Equipment is covered by the Recovery Policy, Customer may return the Equipment to Vodafone (at Vodafone's cost) and Vodafone shall repair or replace the Equipment in accordance with the Recovery Policy; or

(ii) Customer may notify the manufacturer directly and the manufacturer shall either repair or replace the Equipment (at its sole discretion) in accordance with its warranty. Out-of-warranty repairs may also be available in accordance with the Recovery Policy.

5. General Software terms

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

5.2 Equipment and Service Software: Customer will comply with any licence agreement relating to Vodafone Software or Third Party Provider terms provided with the Equipment and any end user licence terms specified in the Service Specific Terms relating to the Service or any shrink-wrap or click-through and open source Software licences. If Customer does not accept the terms of the licence of any Software required in order for the Services to be performed, Vodafone will be excused from performing any Services relying on such Software. Where Software is subject to a Software licence, the terms of the Software licence shall comprise Customer's sole rights and remedies. **6. Intellectual Property Rights**

6.1

Licence: Subject to clauses 5.2 and 6.2, Vodafone and Customer each respectively grant, or shall procure the grant, to the Customer and Additional Service Recipients, or the Vodafone Group Companies a licence to use any Intellectual Property Rights owned by it or by a Group Company (including in Vodafone Software), to the extent that such licence is required by the other Party in order to fulfil



its obligations or receive the benefits under this Agreement.

6.2

Licence terms: Each licence is granted on the basis that: (a) it is not transferable, not sub-licensable and non-exclusive; (b) the beneficiary of the licence shall not, in relation to the relevant material, copy, modify, reverse engineer, adapt, translate, decompile, disassemble or correct errors, save to the extent that it cannot be prevented under Applicable Law; and (c) each licence starts as necessary for the performance or receipt of the Services and ends when the applicable Service ends.

7.

Indemnity – Intellectual Property Rights

7.1

Indemnity for third party claim: Subject to clause 5.2 and clauses 7.2 to 7.4 (inclusive), Vodafone shall defend and indemnify Customer for amounts payable to a third party for a proven infringement of that third party's Intellectual Property Rights directly resulting from use by Customer of the Services.

7.2

Indemnity process for third party claim: In relation to any such third party claim Customer shall: (i) promptly notify Vodafone and provide full written details of any actual or potential claim; (ii) not admit liability or take any action which may prejudice defence of the claim; (iii) not admit or settle the claim without Vodafone's prior written consent (which Vodafone may not unreasonably withhold or delay); (iv) give Vodafone sole conduct of the defence of the claim; (v) give Vodafone all reasonable assistance to contest or defend the claim (and Vodafone shall meet reasonable associated costs); (vi) mitigate its losses; and (vii) give Vodafone all reasonable assistance in allowing Vodafone to make modifications to the Services to avoid potential infringement of the third party's Intellectual Property Rights.

7.3

Indemnity restrictions for third party claim: Vodafone has no liability in relation to any such third party claim and Customer is responsible for amounts payable to the third party attributable to: (i) the use of materials provided by Customer in connection with the Services; (ii) Vodafone's compliance with Customer's design requirements or other instructions given by Customer to Vodafone; (iii) the combination of the Services with products or services not provided by or authorised by Vodafone; (iv) Customer's failure to follow Vodafone's instructions in relation to the Services; (v) unauthorised Customer modifications to the Services or Equipment; (vi) Customer's failure to adopt modifications made by Vodafone to the Services to avoid potential infringement of the third party's Intellectual Property Rights; or (vii) Customer's

breach of the indemnity process for third party claims or any other breach of this Agreement.

7.4

Indemnity Limitations: If Vodafone sources Equipment from a third party manufacturer or reseller, Vodafone shall attempt to secure from it an indemnity against third party claims for infringement of Intellectual Property Rights in the Equipment. Vodafone's liability to Customer in respect of third party claims for infringement of Intellectual Property Rights in the Equipment will not exceed the liability of the third party manufacturer or reseller to Vodafone.

Sole Remedy: the indemnities within this clause 7 shall be Customer's sole contractual remedy in relation to any claim covered by the relevant indemnity.

8.

TUPE Regulations

8.1

No transfer: The Parties: (a) do not believe that the commencement of this Agreement, or the commencement or provision of the Services nor any termination or cessation of the Services (in whole or part) will give rise to a

"relevant transfer" within the meaning of the TUPE Regulations; and (b) do not intend as a result of this Agreement, or commencement or provision of the Services nor any termination or cessation of the Services (in whole or part) that the employment (or related rights and liabilities) of any current or former employee shall transfer in accordance with the TUPE Regulations; between (a) Vodafone and/or its Group Companies and/or sub-contractors or suppliers, and (b) Customer and/or its Group Companies and/or sub-contractors and/or suppliers.

8.2

Indemnity: If, contrary to the intention of the Parties, it is found, alleged or claimed that the employment of any individual employed or previously employed by a Party or any of its Group Companies, subcontractors, or suppliers ("Former Employer") nonetheless transfers to the other Party, or any of its Group Companies, sub-contractors or suppliers ("Receiving Party") pursuant to the TUPE Regulations then: (a) the Receiving Party shall notify the Former Employer of that finding, allegation or claim as soon as reasonably practicable after becoming aware of it; and

(b) the Former Employer will indemnify the Receiving Party in relation to any costs, claims, liabilities and expenses (including reasonable legal expenses) which the Receiving Party may suffer or incur arising out of, in connection with or as a result of any such claim including but not limited to (a) any claim arising from any of the Former Employer's acts or omissions in relation to any such individual before the date of transfer; (b) any claim



arising from any failure by the Former Employer to comply with its obligations under the TUPE Regulations; and (c) any claim arising from the termination of employment of any such individual including by the Receiving Party or on or after the transfer date; (d) any liability to pay salary or any other benefit or emolument and to account for any payments to HM Revenue and Customs in respect of any such individual up to and including the date on which such individual's employment is terminated.

9. Payment and Tax

9.1

Charges and invoices: Unless expressed otherwise in the CallOff Contract, Charges shall be invoiced by Vodafone as follows:

- (a) Access Fees / Recurring Charges: monthly or annually (as may be applicable) in advance.
- (b) One-Off Charges:
 - (i) On the first invoice after the applicable Service, Service Element, Configuration Change or Equipment is ordered; or
 - (ii) As incurred by Vodafone and agreed in advance with Customer.

(c) Accrual of Charges: except for Installation, maintenance or other specified Charges which are payable on acceptance of an Order by Vodafone, Charges for each Service shall start to accrue on the Service Commencement Date and Vodafone shall be entitled to invoice Customer for those Charges in the month following the Service Commencement Date irrespective of whether any traffic has been routed through the Service.

The Charges are stated exclusive of any applicable VAT and all duties, levies (including taxes levied on the supply of the Services) or any similar charges, which shall be paid by Customer to Vodafone (in the case of VAT, upon receipt by Customer of an appropriate tax invoice). The Charges are stated and payable in pounds sterling. Any Charges not specified in the Agreement shall be at the Standard List Price. Rounding and minimum charges apply.

9.2

Payment: Subject to clause 9.3, Customer shall pay the Charges without offset by the Due Date.

9.3 Invoice disputes: Customer shall only dispute an invoice by notifying Vodafone within 15 Working Days of the date of invoice, including details of why it disputes the invoice and how much it believes is payable, and in any event paying undisputed amounts by the Due Date. Customer shall only dispute amounts with reasonable cause and in good faith. Within 30 days of resolution of an invoice dispute, Vodafone shall endeavour to issue a credit or Customer shall make payment (as appropriate).

9.4 Late payment: If Customer does not pay the Charges by the Due Date, and has not raised a dispute in accordance with clause 9.3, Vodafone may, take any or all of the following actions until paid in full (including interest): (i) charge interest on the unpaid

amount at 4% per annum above the base rate of the Bank of England; (ii) withhold any sums owing to Customer by Vodafone (including Subsidy); (iii) set-off any sums currently owing to Customer by Vodafone against the unpaid Charges; (iv) charge reasonable administration costs; and (v) and take action under clauses 16.1 and/or 17.4. Vodafone shall contact Customer's accounts payable department (or other contact advised to Vodafone in writing) to request payment.

9.5 Recovery Charge: Except where Customer validly terminates this Agreement or a Service in accordance with clause 12.3, 17.2 or 17.3, if this Agreement or a Service is terminated (i) prior to the Service Commencement Date or expiry of a Minimum Term or Renewal Term(s), or (ii) a Minimum Term expires before Customer achieves the Target Spend (where applicable), Customer shall pay Vodafone a Recovery Charge.

9.6 Credit check: Vodafone may credit assess Customer from time to time to assess Vodafone's risk. The continued provision of Services and Equipment by Vodafone is subject to a satisfactory credit check, which may result in Vodafone applying a credit limit.

10. Confidentiality

10.1 Confidentiality: Each Party shall, in respect of the other Party's Confidential Information: (a) keep it confidential for three years after the date of disclosure; (b) use it solely for the purpose of performing its obligations or exercising its rights in respect of this Agreement; (c) not disclose it to any person save to its own directors, officers, employees, sub-contractors or professional advisors (or those of its Group Companies) who need it to perform obligations, exercise rights or conduct audits in connection with this Agreement, or as required by Applicable Law; (d) ensure that such persons keep it confidential; and (e) and return or destroy it on termination of this Agreement other than where necessary to keep it for regulatory reasons in secure archives.

10.2 Exceptions: These provisions do not apply to the extent any Confidential Information: (a) is or becomes public knowledge without breach of this Agreement; (b) was already in a Party's possession or independently developed free of obligations of confidentiality; or (c) is received from a third party free of obligations of confidentiality.

10.3 Announcements: Neither Party shall make an announcement or public statement relating to this Agreement unless agreed in advance in writing, although Vodafone may include Customer in Vodafone's published generic list of customers.

11. Liability



11.1 Liability principles: Neither Party is liable under this Agreement, whether in contract, tort (including negligence), breach of statutory duty, indemnity or otherwise, for: (a) any loss (whether direct or indirect) of profit, revenue, anticipated savings or goodwill; (b) any loss of or corruption to data (except to the extent that such loss or corruption is a direct result of a Party's breach of Applicable Privacy Law in relation to the performance of its obligations under this Agreement) (c) any regulatory fines; (d) any legal costs; (e) any loss arising from business interruption or reputational damage; (f) indirect or consequential losses, regardless of whether any of these types of losses were contemplated by either of the Parties when they entered into this Agreement or any Order. Neither Party excludes any liability which cannot be excluded by Applicable Law.

11.2 Liability cap: Subject to clause 11.1, each Party's aggregate liability under or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty, indemnity or otherwise, in respect of each Liability Period shall not exceed the amount of the Charges paid or payable between the Parties in respect of that Liability Period. If the Charges have been paid or payable between the Parties for less than 12 months in any Liability Period, a Party's liability shall not exceed the average monthly charge paid or payable for that Liability Period multiplied by 12. This liability cap shall not apply to damages due to breach of confidentiality obligations as set out in this Agreement (except to the extent that such breach of confidentiality relates to the disclosure of Personal Data, in respect of which the Data Privacy Obligations shall apply) or non-payment of Charges or Recovery Charges.

11.3 Liability for third party claims under Applicable Privacy Law: Subject to clause 11.1, where one party has paid compensation following a successful claim from a third party and the matter giving rise to such claim was wholly or partly as a direct result of a breach of Applicable Privacy Law by the other party, the party in breach will be liable to compensate the other party to the extent that their breach caused damage provided that reasonable efforts were made to mitigate the liability.

12. Changing the Terms

12.1 Changes in writing: Save for any changes identified in this clause 12, any amendment to this Agreement will be in writing and executed by the Parties.

12.2 Changes: Vodafone will, on an annual basis, apply an increase to all or any Charges by an amount up to or equal to the UK Retail Price Index (RPI) "All Items" rate published by the Office for

National Statistics (or by any other body to which the functions of that office may be transferred) in January of that year. Any additional further increase to Charges shall be in accordance with clause 12.2(b)

below. (b) may change this Agreement (including changing or introducing

new Charges or changing or withdrawing Services):

- (i) where required to comply with Applicable Law or regulation;
- (ii) due to a change in Vodafone's or a Third Party Provider's charges, out-payments, operations or services; or (iii) where Vodafone reasonably determines the change is needed to maintain or improve quality of the Service.

12.3 Termination on change: If a change under clauses 12.2(b)(ii) or 12.2(b)(iii) is materially detrimental to Customer (in the case of increase to Charges, any increase shall be measured on a cumulative basis per calendar year), Customer may terminate the affected part of this Agreement by giving written notice, within 30 days of being notified of the change, such notice to be effective only if Vodafone cannot resolve the concern to the Customer's reasonable satisfaction within 30 days of receipt of termination notice. For the purposes of this clause, an increase to Customer's overall monthly invoice of more than 10% (including any annual increase under 12.2(a)) shall amount to a material detriment. Customer shall not be entitled to any compensation as a result of exercising its rights under this clause.

12.4 Notice of changes: Vodafone shall provide Customer with as much advance notice as practicable of changes under clause

12. 2(b)(ii) or 12.2(b)(iii) which are materially detrimental to Customer, but no less than 30 days' notice shall be given prior to implementing the change. Vodafone shall not be obligated to notify Customer of a change under clause 12.2(a).

12.5 Changes without notice: Vodafone may update or withdraw its Services without notice only where such change (in Vodafone's reasonable opinion) does not cause Customer any detriment or where Customer does not regularly use that Service.

13. Assignment

13.1 Assignment: Neither Party may assign, novate or otherwise transfer any of its rights and obligations under this Agreement without the prior written consent of the other Party, which shall not be unreasonably conditioned, withheld or delayed, provided that Vodafone may assign, novate or otherwise transfer any of its rights under this Agreement (without the consent of Customer) to any Vodafone Group



Company or a debt collection agency where Vodafone has terminated this Agreement for Customer's nonpayment of undisputed invoices.

13.2 Sub-contract: Vodafone may sub-contract any of its obligations under this Agreement but shall remain responsible to Customer for the provision of the Services.

14. Data Protection

14.1 Both parties shall comply with Applicable Privacy Law.

14.2 Vodafone (and their subcontractors) may Process User Personal Data for the following purposes: (i) account relationship management; (ii) sending bills; (iii) order fulfilment /delivery; or (iv) customer service.

14.3 When providing Services as an electronic communications services provider, Vodafone may also Process Traffic Data as Data Controller for the following purposes: (i) delivering User communications; (ii) calculating Charges pertaining to the User; (iii) identifying threats to the Network/Services and protecting against the same; (iv) understanding communication flow through the network/services in order to inform network and service development and roll-out plans; or (v) internal use for development and improvement of Network/Services. Such Processing will not include providing Traffic Data to third parties or making it publicly available. **14.4** Vodafone may disclose User Personal Data and/or Traffic Data: (i) if required by Applicable Law, court order, Privacy Authority or any other statutory or supervisory authority, body or agency; or (ii) to Vodafone Group companies or third parties lawfully sub-processing for Vodafone to deliver the Services.

14.5 The Parties acknowledge and agree that the Parties will need to share Operational Data between themselves. Operational Data will be shared on the basis of a transfer from one Party to the other, and each Party will assume responsibility for its own compliance with Applicable Privacy Law.

14.6 Where Vodafone is acting as a Data Processor, applicable terms shall be set out in the relevant Service Specific Terms. **14.7** The personal information collected from Customer and/or Users will be shared with fraud prevention agencies who will use it to prevent fraud and money-laundering and to verify Customer's and/or User's identity. If

fraud is detected, Customer and/or Users could be refused certain Services, finance, or employment.

14.8

Interpretation and Definitions: in this clause 14, any reference to "Vodafone may" is deemed to constitute: (a) a specific acknowledgement and authorisation on the part of Customer as required by Applicable Privacy Law; and (b) permission for Vodafone's lawfully appointed sub-processors to do likewise (for whose acts and omissions Vodafone remains responsible).

15. Dispute Resolution

15.1 Choice of law: This Agreement and all disputes between the Parties are governed by, and construed in accordance with the laws of England and Wales.

15.2 Jurisdiction: The Parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales. This does not prevent either Party from making an application to any court of competent jurisdiction to obtain an interim remedy (including any injunction) at law or in equity in relation to the dispute.

15.3 Disputes: If there is a dispute under this Agreement, both Parties shall use reasonable endeavours to resolve it. If the relevant Vodafone representative has been unable to resolve the issue to Customer's reasonable satisfaction, Customer may escalate the issue to a more senior representative within Vodafone, as reasonably determined by Vodafone.

15.4 Legal Proceedings: Neither Party shall issue any legal proceedings in relation to any dispute arising out of this Agreement until the earlier of the conclusion of the escalation procedure provided for in clause 15.3 or 3 months after the date the dispute was first referred to such escalation procedure. This shall not prevent either Party from making an application to any court of competent jurisdiction to obtain an interim remedy (including any injunction) at law or in equity in relation to the dispute.

16. Suspension of Services

16.1 Suspension: Vodafone may suspend the Services (in whole or part), including provision of Equipment: (a) in order to comply with Applicable Law; (b) to the extent necessary for maintenance, modification, repair and testing of the Network; (c) to safeguard the security and integrity of the Network or to reduce the



incidence of fraud; (d) if Customer has failed to pay undisputed amounts for more than 30 days from the Due Date; (e) in any other circumstances specified in this Agreement; (f) if Customer breaches clause 3.8; (g) if Customer exceeds a credit limit on its account; or (h) if Vodafone has the right to terminate this Agreement.

16.2 Duration of Suspension: Vodafone shall keep all suspensions to a minimum and shall give Customer prior notice of such suspensions where reasonably practicable.

16.3 Suspension for Breach of Terms of Use: Where Customer breaches clause 3.8 and where reasonably possible, Vodafone shall: (a) give Customer prior notice of any associated suspension; (b) give Customer a reasonable time to rectify the breach in order to avoid a suspension; and (c) limit any suspension to those Connections or Users in breach. If Customer breaches clause 3.8 a second time, Vodafone may take action under this Agreement without reference to this clause 16.3. Customer may be required to reimburse Vodafone for reasonable costs and expenses incurred by Vodafone in resuming the Service.

17. Termination

17.1 Termination for convenience: Unless stated otherwise in the Service Terms, either party shall have the right to terminate this Agreement in whole or in part by giving three months' written notice. **17.2** Termination for cause: Either Party may terminate this Agreement (in whole or in part): with immediate effect by written notice to the other Party if that other Party: (a) becomes subject to sanctions and/or trade or export control laws necessitating termination; (b) commits a material breach of this Agreement which is capable of remedy and is not remedied within 30 days of written notice from the first Party; (c) commits a material breach of this Agreement which is not capable of remedy; or (d) makes an arrangement with or assignment in favour of a creditor, goes into liquidation or administration or a receiver or manager is appointed to manage its business or assets, or any analogous insolvency event occurs in the territory where it is located (if such termination is permitted by Applicable Law).

17.3 Termination due to Force Majeure: Either Party may terminate this Agreement (in whole or in part) with immediate effect by written notice to the other Party if that other Party is the subject of a Force

Majeure event for a continuous period exceeding 90 days.

17.4 Other termination rights: Vodafone may terminate this Agreement (in whole or in part) with immediate effect if Customer breaches clause 3.8 or Customer is more than 30 days late in paying undisputed Charges and does not make payment within 30 days of written notice from Vodafone.

17.5 Effect of termination: On termination of this Agreement or an individual Service, Customer and its Users shall (a) stop using the relevant Services and Vodafone Software (other than Software embedded in Customer Equipment), (b) return, or make available for collection, any Equipment, documents and information owned by Vodafone in accordance with Vodafone's reasonable instructions and (c) pay any outstanding Charges, including any applicable Recovery Charge. In the event Customer fails to return or make available for collection any Equipment, Vodafone reserves the right to recover the cost of such Equipment. Customer shall not be entitled to unused Subsidy after termination or from 3 calendar months prior to expiry of the Minimum Term.

18. General Provisions

18.1 Survival of clauses: Any provision of this Agreement which expressly or by implication is intended to come into or continue in force on or after termination of this Agreement (in whole or part) will continue in force.

18.2 Notices: All notices to either party under this Agreement shall be in writing and sent to the respective Parties' registered office. Alternatively, Vodafone may send written notice to Customer's main contact mobile telephone number (via text), or the email address as provided.

18.3 Inclusive wording: Any phrases introduced by the terms "including", "include", "in particular" or any similar expression are deemed to have the words "without limitation" following them and are construed as illustrative and do not limit the sense of the words preceding those terms.

18.4 Force Majeure: If a Force Majeure event occurs, the affected Party is not liable to the other and will be released from its affected obligations for the period of the Force Majeure event, provided that the affected Party has notified the other Party of the circumstances giving rise to the Force Majeure event.



18.5 Illegality: If a provision or part-provision of this Agreement is found to be illegal, invalid or unenforceable, that provision or part-provision shall be treated as having been modified to the minimum extent necessary to make it valid, legal or enforceable and to ensure it achieves the intended commercial result of the original provision. If

conditions which are implied by statute or otherwise are expressly excluded to the extent permitted by Applicable Law.

18.9

Entire agreement: Except for fraudulent misrepresentation, this Agreement represents the entire agreement between the Parties relating to its subject matter and supersedes any previous agreements between the Parties relating to the same. The Parties acknowledge that, in entering into this Agreement, neither Party has relied upon any

19. General Definitions

Access Fee	a Recurring Charge payable by Customer for use of the Services on a monthly or annual basis as set out in the Call-Off Contract and/or Order.
Actual Spend	the aggregate amount of Charges incurred and payable by Customer during the Minimum Term solely for the Service to which the Target Spend applies and excluding fees for Equipment (whether paid for by use of Subsidy or not) and less any credits or rebates applied to the account.
Additional Service Recipients	a Customer Group entity which is not a direct party to this Agreement, but which is named in this Agreement as a beneficiary of the Services or otherwise approved to receive the Services in accordance with clause 3.4 of the General Terms.
Agreement	this agreement, consisting of the documents set out in clause 1.1 of the General Terms.
Agreement Start Date	the date of Vodafone's acceptance of the applicable Call-Off Contract. Where acceptance is not express, acceptance is deemed when Vodafone begins to provide the first of the Services and/or Equipment governed by this Agreement to Customer.
Applicable Law	law, regulation, binding code of practice, rule or requirement of any relevant government or governmental agency, professional or regulatory authority, sanctions (economic trade and financial sanctions laws, regulations, embargoes or restrictive measures administered), trade or export control laws each as relevant to (i) Vodafone in the provision of the Services and/or (ii) Customer in the receipt of the Services or the carrying out of its business.
Applicable Privacy Law	means the relevant data protection and privacy law, regulations (including the Data Protection Act 2018) and other regulatory requirements to which Vodafone Limited is subject.

19.1 Applicable to the General Terms:

modification is not possible, the relevant provision or part-provision shall be deleted. Any modification to or deletion shall not affect the validity of the rest of this Agreement.

18.6

Non-waiver: Neither Party shall lose any right under this Agreement if it fails to use that right, or delays in using it. For a waiver of a right to be valid, it must be agreed in writing by authorised individuals and will not give rise to an on-going waiver of that right unless it is expressly stated to do so.

18.7

Warranties: Each Party warrants that it has full power and authority to enter into the Agreement and to perform its obligations under the Agreement.

18.8

Implied terms: Unless expressly set out in this Agreement all warranties, representations and

statement, promise or warranty made, or agreed to, by any person, except those expressly provided for by this Agreement. Unless expressly set out in this Agreement, all other warranties, terms, conditions, statements and representations (whether expressed or implied by statute, common law, custom, usage or otherwise) are excluded to the fullest extent permitted by law.

18.10

Third party rights: This Agreement is made only for the benefit of the Parties to this Agreement and is not enforceable by any other person under the Contracts (Rights of Third Parties) Act 1999 or other Applicable Law.

18.11

Counterparts: The Parties may sign this Agreement by electronic signature. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and all the counterparts together shall constitute one and the same instrument.

RM3808 Network Services 2

Lot 1 – Data Access Services

Vodafone PSN Connect

Public Sector



AUP	Vodafone's acceptable use policy set out at in this SSO.
Charges	the charges or fees specified in this Agreement as payable by Customer.
Confidential Information	confidential information concerning the business and affairs of a Party, a Vodafone Group entity or a Customer Group entity that a Party obtains or receives from the other Party or which arises out of the performance of any Service.
Connection	A Vodafone SIM or fixed line connection that has been configured to attach to the Network.
Customer	the entity identified in the Call-Off Contract as such.
Customer Equipment	hardware, Software or any other tangible material not supplied by Vodafone that is used with or to access the Service. Any Equipment Customer purchases from Vodafone shall be considered to be Customer Equipment once title has passed to the Customer.
Customer Group	Customer and any company in which Customer has the beneficial ownership of more than 50% of the issued share capital, or the legal power to direct the general management of the company in question, either at or after the date of this Agreement.
Customer Site	as the context permits a Customer's premises (either owned by Customer or a third party) which Vodafone needs to access in order to deliver or install Equipment and/or to provide the Services or the location where the Services are to be provided, as set out in the Call-Off Contract and/or Order.
Data Controller	the person that determines the purposes and means for which data is Processed.
Data Privacy Obligations	in respect of each Party, that Party's obligations relating to the Processing or control of User Personal Data as expressly set out in this Agreement.
Data Processor	the person that Processes data on behalf of the Data Controller.
Due Date	as specified in the Call-Off Contract or, if not specified, 14 calendar days from the date of invoice by direct debit or another electronic payment method agreed with Vodafone.
Equipment	hardware, Vodafone Software, and any other tangible equipment (other than SIMs) supplied by, or on behalf of, Vodafone to Customer for use in receiving the Services. Equipment excludes Customer Equipment.
Fixed Service	the core fixed telecommunication Service and any associated additional Services belonging to the fixed family of Services (as identified in the Service Specific Terms).
Fixed Service Terms	If applicable the document identified in this Agreement as the "Fixed Service Terms" that sets out terms and conditions relating to fixed line and applicable elements of unified communications Services.
Force Majeure	in relation to a Party, means any circumstances, events, omissions or accidents beyond the control of that Party, which prevent that Party from performing any or all of its obligations.
GDPR	General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data.
General Terms	the document identified in this Agreement as the "General Terms".
Group Company	a member of the Vodafone Group or Customer Group, as relevant.
GSM Gateway	any equipment containing a SIM which enables calls from a fixed network (landline) to be routed via a GSM link to a mobile network establishing a mobile-to-mobile ('on-net') call.
Incumbent Provider	the regulated operator who is authorised to provide a Service in a given country.



Public Sector

Intellectual Property Rights	(a) rights in, and in relation to, any patents, registered designs, design rights, trade marks, trade and business names (including all goodwill associated with any trade marks or trade and business names), copyright, moral rights, databases, domain names, topography rights and utility models, and includes the benefit of all registrations of, applications to register and the right to apply for registration of any of the foregoing items and all rights in the nature of any of the foregoing items, each for their full term (including any extensions or renewals thereof) and wherever in the world enforceable; (b) rights in the nature of unfair competition rights and rights to sue for passing off; and (c) trade secrets, confidentiality and other proprietary rights, including rights to know how and other technical information.
International Band	a group of countries classed by Vodafone as being grouped together for calls to another country from the UK as set out within the applicable Price Card.
Liability Period	each consecutive 12-month period starting on the Agreement Start Date.
Minimum Term	the minimum term to which Customer commits to receive a Service (either for the Service, or a Service Element, as a whole or on a minimum term per Connection basis), as specified in the Call-Off Contract.

	Unless stated otherwise in the Call-Off Contract, the minimum term shall commence on the Service Commencement Date.
Mobility Equipment	hardware, Vodafone Software, and any other tangible equipment in relation to Mobility Services (other than SIMs) supplied by or on behalf of Vodafone to Customer for use in receiving Mobility Services.
Mobility Service	The core mobile telecommunication Service and any associated additional Services belonging to the mobility family of Services (as identified in the Service Specific Terms).
Mobility Service Terms	If applicable the document identified in this SSO as the "Mobility Service Terms" that sets out terms and conditions relating to mobile telecommunication and any applicable elements of unified communications Services.
Network	the communications network together with the equipment and premises that are connected to such network and which are used by Vodafone to perform the Services.
Non Recurring Charges	means One-Off Charges.
NRA	the national regulatory authority for electronic communications or telecommunications services in the relevant country.
Off-peak	all periods that are not Peak Hours.
One-Off Charges	the non-recurring Charges payable by Customer in relation to the Service and/or Equipment as described in the Call-Off Contract and detailed in Customer's Order, and may include Installation Charges for ports, access circuits and routers, charges for set up of Service Elements and Configuration Changes.
On-VPN	a call type between telephone numbers that the Parties have agreed to form part of a virtual private network.
Operational Data	Personal Data provided or made available by one Party to the other which is operationally required for the performance of this Agreement (business contact information such as names, email addresses, telephone and fax numbers) relating to that Party's employees or representatives.
Order	an order (in the form specified in this Agreement or otherwise agreed by the Parties) that is raised by Customer to order Services and that is accepted by Vodafone.
Party or Parties	Customer and Vodafone, as relevant.
Peak	a period between 8.00am and 7.00pm on Monday, Tuesday, Wednesday, Thursday and Friday in the UK.
Personal Data	shall mean any information relating to an identified or identifiable natural person as defined by the Applicable Privacy Law and including any additional such personal data to which the Data Processor have access from time to time in performing the Services.
Port	transfer a telephone number that is connected to the Network under this Agreement to a different network provided by another supplier.

RM3808 Network Services 2

Lot 1 – Data Access Services

Vodafone PSN Connect



Public Sector

Price Card	a document which details Standard List Price Charges (including out-of-bundle Charges) and individual terms for a particular standard price plan set out in the SSO.
Privacy Authority	the relevant statutory or supervisory authority with responsibility for the Applicable Privacy Law in the jurisdiction of the Data Controller.
Process/Processed /Processing/ Processes	obtaining, recording or holding information or data or carrying out any operation or set of operations on it.
Recovery Charge	any amount payable by Customer for early termination or failure to meet commercial commitments as set out in this Agreement. Unless expressed otherwise, where a Target Spend is specified in the Call-Off Contract the Recovery Charge shall be calculated as the greater of: (a) Target Spend ÷ Minimum Term (in months) x number of months left in Minimum Term from date of termination; or (b) Target Spend – Actual Spend. If a term per Connection is specified, in the Call-Off Contract the Recovery Charge shall be calculated as: Access Fee or Recurring Charge (as applicable) x number of months left in Minimum Term + any outstanding One-Off Charges. Except for the above circumstances, where a Service or a Service Element is terminated prior to the Service Commencement Date, during the Minimum Term or during the Renewal Term, the Recovery Charge shall be as set out in the Call-Off Contract..
Recovery Policy	If applicable Vodafone's recovery policy regarding the replacement or repair of faulty Mobility Equipment, as set out in this SSO

Recurring Charge	a regular and recurring Charge payable by Customer for use of the Services on a monthly, quarterly or annual basis as set out in the Call-Off Contract and shall include Access Fees.
Renewal Term	the renewal term of the relevant Service as specified in the Call-Off Contract.
Roaming Zone	a group of countries classed by Vodafone as being grouped together for calls made and/or received in a country other than the UK as set out within the applicable Price Card.
Service Commencement Date	Shall be the Agreement Start Date unless stated otherwise in the Service or Call-Off Contract. Except for Target Spend Services, if Customer submits further orders after the initial Service Commencement Date, the commencement date for those ordered Services shall be the date Vodafone begins to provide the ordered Services and/or Equipment to Customer.
Service Element	the individual components of a Service (including optional service elements if applicable).
Service Terms	the Mobility Service Terms and/or Fixed Service Terms, as applicable, together with the relevant Service Specific Terms, including the Tiered Support Service Specific Terms where applicable and which are set out at in the Appendix of this SSO.
Service Specific Terms	the document(s) if applicable identified in the Appendix of this SSO as the "Service Specific Terms" that set out information such as terms and conditions, specifications and technical information specific to a Service.
Services	the services (including any applicable Service Elements) to be provided by Vodafone or a Third Party Provider under this Agreement and as specified in this Agreement. Any reference to Service within this Agreement may be an individual Service or collectively all Services, as appropriate.
SIM	a "subscriber identity module" card is an integrated circuit storing user specific data and provided by Vodafone to allow use of equipment on the Network by Customer.
Software	a machine executable computer program, software module or software package or any part thereof (in object code only) which Vodafone licences to Customer, or grants Customer access to, as part of the Service, irrespective of how it is stored or executed, and including all fixes, modifications, enhancements, translations, updates, upgrades and derivative works.

RM3808 Network Services 2

Lot 1 – Data Access Services

Vodafone PSN Connect



Public Sector

Standard List Price	Vodafone's standard unsubsidised, undiscounted or waived Charges for Services and Equipment (as amended by Vodafone from time to time) as advised to Customer by Vodafone and/or as set out in this SSO.
Subsidy	a sum Vodafone invests in the Customer, including Connection bonus, Technology Fund or Equipment discount, as set out in the Call-Off Contract.
Target Spend	the amount of money specified in the Call-Off Contract for a particular Service (where applicable).
Technical Prerequisites	any requirements detailed in the Service Specific Terms or otherwise provided to Customer in writing relating to a Service or Equipment including notification to upgrade
Technology Fund	credits applied to Customer's Vodafone account to offset (fully or partially) the cost of certain Equipment (excluding tablets and computers) sold to Customer at Vodafone's Standard List Price.
Third Party Provider	a third party contracted by either Vodafone (including Vodafone Group) or Customer that provides a Service, a Third Party Service or that provides a service that connects to a Service. Third Party Providers may include Incumbent Providers.
Third Party Services	those Services provided by third parties which are charged in addition to Customer's inclusive price plan allowance. Third party services may include premium rate services, content services, calls to non-geographic numbers, calls to call forwarding numbers, using Customer Equipment or Equipment abroad, or making calls and sending texts to a country outside the UK.
Tiered Support Service Specific Terms	the Appendix identified in this SSO as the "Tiered Support Service Specific Terms" that sets out information on the support services Vodafone offers in respect of certain Services if applicable.
Traffic Data	any data processed for the purpose of the conveyance of a communication on an electronic communications network and for billing.
UK	England, Wales, Scotland, Northern Ireland and adjacent islands (e.g. Isle of Wight) but excluding the Channel Islands and the Isle of Man.
User	an individual end user of the Services who is approved by Customer and who must be a permanent or temporary employee or sub-contractor of Customer or an Additional Service Recipient unless otherwise specified in this Agreement.
User Details	a user name, password, or other access information used by a User to access the Service and/or Equipment.
User Personal Data	any information that relates to an identified or identifiable User.

Vodafone	Vodafone Limited, registered number 01471587, and registered office Vodafone House, The Connection, Newbury, Berkshire RG14 2FN.
Vodafone Group	(a) Vodafone Group Plc, Vodafone Limited and any company in which Vodafone Group Plc owns (directly or indirectly) 15% or more of the issued share capital; and (b) any partner market listed on the "Where we are" page on Vodafone's website.
Vodafone Software	any Software supplied by Vodafone or its licensors to Customer (including Software embedded in any Equipment).
Working Days	Monday to Friday inclusive, other than public holidays in the UK.
Working Hours	9.00am to 5.00pm on a Working Day.

These Fixed Service Terms should be read in conjunction with the Call-Off Contract Terms, Service Specific Terms, General Terms and other applicable parts of this Agreement.

2. Commencement and Delivery

Appendix 3 Fixed Terms

1. General

2.1 Service Term: The Service Commencement Date, Minimum Term and Renewal



Term for each Service are set out in the Call-Off Contract Terms and/or the Orders.

2.2 Agreed Delivery Date: Vodafone shall use reasonable endeavours to deliver a Service by the Agreed Delivery Date. If Customer requests a change before completion of delivery of the Services, Vodafone shall either adjust or cancel the applicable Service, subject to any Recovery Charge, and/or amend the Agreed Delivery Date, as applicable.

2.3 Service Commencement Date: The Service will be subject to Vodafone's standard acceptance testing criteria. Once Vodafone considers that the criteria has been met, Vodafone will make the Service available to Customer or notify Customer that the Service is ready for use. Both circumstances shall comprise the Service Commencement Date. Customer shall notify Vodafone within 5 Working Days of the Service Commencement Date if the Services do not conform to the standard testing criteria and provide sufficient supporting details. Upon receipt of notification, Vodafone shall take reasonable action to meet the standard testing criteria.

2.4 Expedited Delivery: If expedited delivery is available and requested by Customer, Vodafone will use reasonable efforts to meet an expedited Agreed Delivery Date (subject to additional charges). Service Levels (where available) do not apply to an expedited delivery date.

2.5 Customer Delays: If a Customer's act or omission delays the Service Commencement Date, then Vodafone may start billing Recurring Charges from the original Agreed Delivery Date and charge Customer for its reasonable costs (including Third Party Provider costs) that result from the delay. Alternatively, Vodafone reserves the right to review the Charges. Examples of Customer delays are Customer's failure to: (a) provide complete or accurate information, access, or assistance as reasonably required, (b) complete necessary works resulting from a Site Survey or (c) procure and maintain Mandatory Accompanying Services or Technical Prerequisites. If the delay extends 60 Working Days beyond the original Agreed Delivery Date, Vodafone may terminate the Service and apply a Recovery Charge. If appropriate, Vodafone will set a new Agreed Delivery Date.

2.6 Freeze Periods: Vodafone may delay the implementation of Services or changes to Services during Freeze Periods if in Vodafone's reasonable opinion there is a material risk of disruption to the Services or services provided to its other customers.

3. Fixed Service Equipment terms

3.1 Vodafone-Owned Equipment: The following will apply where Vodafone provides Fixed Equipment for Customer's use with a Service:

(a) Title: Title to the Fixed Equipment at all times belongs to Vodafone, its suppliers or subcontractors (subject only to any rights which may be granted to Customer in respect of Vodafone Software as set out in the Service Specific Terms).

(b) Vodafone Obligations: Vodafone will, to the extent set out in the Service Specific Terms, be responsible for the installation, maintenance, performance, change requests and compatibility of the Fixed Equipment with the Services.

(c) Customer Obligations: Customer agrees to: (i) provide secure storage for Fixed Equipment that is sent to

Customer Sites prior to installation; (ii) use the Fixed Equipment only for the purpose of using the Services, in accordance with Vodafone's instructions and Applicable

Law; (iii) allow only Vodafone's authorised representatives to add to, move, modify, inspect, test or alter the Fixed Equipment (either on

Customer Site or remotely); (iv) adequately insure for, and notify Vodafone immediately of, loss,

breach or suspected breach or damage to the Fixed Equipment;

(v) only connect the Fixed Equipment to the Network using a network termination point that has been approved in advance by

Vodafone; (vi) return the Fixed Equipment to Vodafone upon termination of the Service or upon its replacement by Vodafone and if requested by

Vodafone, store the Fixed Equipment for up to three months;

(vii) provide Vodafone with adequate power supply, connection, and space for the operation of the Fixed Equipment at Customer Sites and in the case of CPE, patch cords and cabling and provide Vodafone 10 Working Days' notice of any known disruptive event (such as power disconnection); and

(viii) additionally, specifically in relation to CPE: ■ appoint a local security representative to ensure the physical security of the CPE who will grant access by approved authorised personnel only and conduct routine physical checks, including ensuring tamper evident labels remain intact; and ■ ensure that the physical environment in which the CPE is housed is appropriate for the protective marking of the data being transmitted through such Fixed Equipment. In particular (i) CPE must be located in a communications room or other isolated area that is suitable to limit the occurrence of accidental or malicious damage to the CPE; and (ii) if the CPE is located in a shared environment, then it must be kept in a dedicated locked cabinet or rack. If that is not possible, robust access control mechanisms must be implemented by Customer, with access only available with prior approval from Customer's local security representative.

3.2 Customer Equipment: Where Customer provides Customer Equipment for use with a Service Customer shall (and Customer



acknowledges that failure to do so will excuse Vodafone from liability for failure to deliver the Service): (a) install and configure the Customer Equipment at the Customer Sites by the date necessary to allow Vodafone to perform its obligations;

(b) maintain the Customer Equipment including prompt installation of security patches and updates;

(c) promptly after the Service terminates, give Vodafone access to and reasonable help with disconnecting Customer Equipment from the Service; and

(d) warrant and undertake that Customer has full authority to permit Vodafone to perform the Services using the Customer Equipment

3.3 Equipment Indemnity: Customer shall indemnify Vodafone against:

(a) any loss of or damage to any Equipment on a Customer Site caused by any negligent act or omission or wilful misconduct of Customer, its employees, agents or subcontractors.

(b) any and all liability and costs which Vodafone suffers if Customer breaches 3.1(c) above.

4. Customer Sites

4.1 Customer Obligations: For the purposes of preparing for and delivery of the Services, Customer shall: (a) carry out, or permit Vodafone or its subcontractors to conduct, a Site Survey;

(b) prepare the Customer Site for the Services in accordance with

Vodafone's instructions; (c) allow and/or have in place (or assist Vodafone to do so at Customer's cost) all third party consents necessary to allow Vodafone or its subcontractors and agents (and obtain consents from third parties to allow) to: (i) access the Customer Sites, and any Customer Equipment, Fixed Equipment or Equipment, and third party property located there, as Vodafone reasonably requires to perform its obligations under this Agreement (including for the purposes of installing and uninstalling Equipment (whether in the Customer Sites or outside) and providing and preparing for the provision of, the Services) and including access outside Working Hours; and (ii) ensure that Customer Sites are safe and have a suitable working environment.

4.2 Vodafone Obligations: Vodafone shall: (i) comply with any reasonable Customer access and security procedures for Customer Sites which are made known to it; and (ii) carry out installation and maintenance work during Working Hours (where such work does not involve any suspension of the Services), or carry out such works outside of Working Hours where Customer requests this or where Vodafone is unable to carry out such works during Working Hours for reasons outside of Vodafone's control (additional charges may apply in these circumstances).

4.3 Ancillary Charges: Vodafone may charge Customer for Ancillary Charges or any additional costs Vodafone incurs as result of any breach of the above Customer Obligations.

5.

Third-Party Providers

5.1

General: Services may be provided by a Third-Party Provider. If a Third-Party Provider terminates Customer's right to use the Service, Vodafone will be excused from liability related to failure to deliver the relevant Service.

5.2

Third-Party Provider Agreements: Third-Party Provider terms will either be set out in a separate agreement directly between Customer and the Third-Party Provider (including, if relevant, shrinkwrap or click through agreements), or set out in the Service Specific Terms. If Customer fails to accept the Third-Party Provider's terms and conditions, Customer will not be able to access the affected Service Elements and Vodafone is excused from liability for failure to deliver. Customer may request Vodafone act as its agent for the purposes of managing the Third-Party Provider, including for placing orders, reporting faults, incidents or problems, receiving invoices from, and making payments to, a Third-Party Provider.

5.3

Incumbent Providers: If an Incumbent Provider is unable, declines, or ceases to provide a required Service, Vodafone will terminate the affected Service(s) and neither Party will be liable to the other as a result of this termination. Vodafone is not responsible for delays caused by Incumbent Providers.

6.

Conditions of Use

6.1

Mandatory Accompanying
Services: If Mandatory

Accompanying Services apply to a Service, Customer shall maintain the Mandatory Accompanying Services during the Minimum Term and any applicable Renewal Term(s), but may elect for those services to either be supplied and managed by Vodafone or by a Third Party Provider, unless otherwise specified in this Agreement. If Customer fails to purchase or maintain the Mandatory Accompanying Services, Vodafone may terminate the Service and charge Customer any applicable Recovery Charge.

7.

Emergency Services

RM3808 Network Services 2

Lot 1 – Data Access Services

Vodafone PSN Connect

Public Sector



7.1

General: In the event of a power cut or failure affecting Customer's fixed line and/or broadband Service, Customer may not be able to make calls including calls to emergency services.

7.2

Customer obligations: Customer shall:

- (i) provide Vodafone with complete and accurate Customer Site address information; and
- (ii) give Vodafone at least 30 days' written notice of any change to the location of any Fixed Equipment and to any change to the relevant Customer Site address information
- (iii) Customer acknowledges that any failure to provide the information required may render emergency services unable to identify Users location.

7.3

Calls using the internet: Additionally, where a Service places calls using the internet, Customer shall:

- (i) make Users accessing the Service via a soft client aware that Vodafone may be unable to automatically determine their location if they make an emergency services call using the Services; and
- (ii) ensure that such Users provide their location details in the event that they make an emergency services call using the Services.

In the event of a power failure, the emergency call placed will be routed over the Network and not through the Service.

8.

Relocation

8.1

General: Vodafone may require:

- (i) Customer Equipment located in a Data Centre or;
 - (ii) Customer hosted data in a specific Data Centre specified in the Agreement
- to be relocated. Such relocation may be within the same Data Centre or to another Data Centre.

8.2

Vodafone Obligations: In relation to a request under clause 8.1, Vodafone shall:

- (i) provide no less than three months' notice to the Customer; and (ii) pay all pre-agreed reasonable costs and expenses incurred in connection with such relocation of the Customer Equipment if the Customer is within the Minimum Term for the affected element of the Service.

8.3

Vodafone will, when specifying the timescale for any relocation of the Customer Equipment or hosted data, use reasonable endeavours to consult with the Customer to minimise the disruption to the Service.

8.4

Customer Obligations:
Customer shall cooperate with

Vodafone requests under this clause 8 in a timely fashion.

RM3808 Network Services 2

Lot 1 – Data Access Services

Vodafone PSN Connect

Public Sector



10. Fixed Definitions

Applicable to the Fixed Services and/or associated elements of the Call-Off Contract Terms:

Agreed Delivery Date	the delivery date to be provided by Vodafone to Customer for a Service.
Ancillary Charges	ancillary, excess, construction or miscellaneous Charges necessary for the provision and support of the Service. A non-exhaustive list of the relevant Ancillary Charges can be requested from your account manager.
CPE (customer premises equipment)	Fixed Equipment on Customer Site.
Data Centre	a Vodafone or Vodafone-selected third-party data centre(s), where Vodafone provides Customer with cloud or hosting Services.
Fixed Equipment	hardware, Vodafone Software, CPE and any other tangible equipment (other than SIMs and Mobility Equipment) supplied by or on behalf of, Vodafone to Customer for use in receiving the Services.
Freeze Period	the period commencing on or around 1 December and expiring on or around 15 January each year; and (ii) the duration of events involving a significant spike in Network usage.
Installation Charges	the Charge for installation of the Services at a Customer Site as detailed in an Order or the Call-Off Contract.
Mandatory Accompanying Services	any mandatory accompanying services specified in the Service Specific Terms relating to a Service.
Site Survey	a survey of a Customer Site to assess whether (in Vodafone's opinion) the existing infrastructure is sufficient for providing the Services at that Customer Site.



Appendix 4 Tiered Support Services Terms

1.

The Service - Overview

1.1

The Vodafone tiered support services (the “**Tiered Support Services**”) are made available to Customer by Vodafone in respect of certain Services.

2.

Service Term Structure

2.1

These Service Specific Terms set out the standards of support available in respect of the Services to which these Tiered Support Services apply.

3.

The Tiered Support Services

3.1

The Tiered Support Services are divided into six Tiered Support Service “families”, aligned to ITIL standards.

3.2

The six Tiered Support Service “families” are: (a) Request Fulfilment Support Services (clause 7);

(b) Incident Management Support Services (clause 8);

(c) Problem Management Support Services (clause 9);

(d) Change Management Support Services (clause 10);

(e) Service Level Management (clause 11); and

(f) Financial Management (Billing) Support Services (clause 12).

3.3

Unless otherwise specified in the Call-Off Contract or an Order, the Tiered Support Services are delivered in the English language.

4.

Support Services Tiers

4.1

Within each Tiered Support Service “family” there are three tiers of support: Foundation, Enhanced and Premium. The Foundation tier forms part of the standard Service provided by Vodafone. Enhanced and Premium tiers offer additional Customer benefits.

4.2

Request Fulfilment and Incident Management Support Services form an essential part of the Service offered by Vodafone and both must have the same tier of Support Services. Problem Management, Service Level Management, Change Management and Financial Management (Billing) Support Services may have different tiers.

4.3

The tier that Customer has chosen for each Tiered Support Service “family” will apply across the Services delivered under this Agreement, throughout the Minimum Term relevant to each Service.

4.4

Any change to the tier during the Minimum Term relevant to each Service may be made in accordance with the table below:

RM3808 Network Services 2

Lot 1 – Data Access Services

Vodafone PSN Connect

Public Sector



Tier at Service Commencement Date	Request for change to Tier during the Minimum Term	Permitted	Customer to give Vodafone 30 days' written notice	New Order required to set out associated changes to Charges
Foundation	to Premium or Enhanced	Y	Y	Y
Enhanced	to Foundation	N	N/A	N/A
	to Premium	Y	Y	Y
Premium	to Foundation	N	N/A	N/A
	to Enhanced	Y	Y	Y

5.

Service Request Catalogues

5.1

Vodafone may make one or more "Service Request Catalogues" available to Customer through its online portal at OnePortal ("Portal"). Service Request Catalogues contain information about the Tiered Support Services and Service Requests, including those Service Requests that will be self-served by Customer and those that will be serviced by Vodafone, broken down by Service. In addition, the Service Request Catalogues may contain details, such as service cover periods and SLTs, which are specific to individual products.

5.2

Any Service Request Catalogue information made available to Customer is provided for guidance only; it is not binding on Vodafone does not form part of this Agreement. 5.3 Without prejudice to the General Terms, Vodafone may change the information contained in the Service Request Catalogue at its discretion, via a catalogue update, provided that the changes do not materially affect the nature of the Tiered Support Services delivered to Customer. Changes may include (but shall not be limited to) the addition or removal of communication channels indicated in a Service Request and/or changes to the country or location from which Tiered Support Services are delivered. Such changes shall not be deemed to be of detriment to Customer.

6.

Service Specific Conditions of Use

6.1

Customer's Service Desk is the service desk provided by Customer that will be the initial point of contact between Vodafone and Customer, in relation to the Tiered Support Services.

6.2

Customer shall nominate, and notify Vodafone of, one or more points of contact that shall be the primary management interface between Customer and Vodafone and who shall have the authority contractually to bind Customer for the purpose of enabling Vodafone to deliver the Tiered Support Services.

6.3

If Vodafone's performance of its obligations in relation to the Tiered Support Services is prevented or delayed by any act or omission of Customer, its agents, subcontractors, consultants or employees, Vodafone shall not be liable for any costs, charges or losses sustained or incurred by Customer that arise directly or indirectly from such prevention or delay.

7.

Service Request Fulfilment Support Services

7.1

Support Services Summary: Vodafone shall manage the lifecycle of a Service Request for a Service to which these Tiered Support Services apply.



7.2

Support Services Deliverables:

(a) Service Request Acknowledgement: Response and Acknowledgement

Deliverable	Contact method	Foundation SLT	Enhanced SLT	Premium SLT
Vodafone Initial Response	Email	Service not available	Near Instant	Near Instant
Vodafone Service Request Acknowledgment	Email	Refer to the appropriate Service Request Catalogue	Refer to the appropriate Service Request Catalogue	Refer to the appropriate Service Request Catalogue

(b) Service Request Fulfilment: Standard and Extended

Deliverable	Foundation SLT	Enhanced SLT	Premium SLT
Fulfilment of the Service Request by Vodafone – standard	Refer to the appropriate Service Request Catalogue	Refer to the appropriate Service Request Catalogue	Refer to the appropriate Service Request Catalogue
Fulfilment of the Service Request by Vodafone – extended	Service not available	Refer to the appropriate Service Request Catalogue	Refer to the appropriate Service Request Catalogue

8.

Incident Management Support Services

8.1

Summary: Vodafone shall manage the lifecycle of Incidents with the aim, where possible of resolving each Incident.

8.2

Support Services Deliverables

(a) Incident Management Response and Acknowledgement:

Deliverable	Contact Method	Foundation SLT	Enhanced SLT	Premium SLT
Vodafone will provide the means to report an Incident and provide an Initial Response by the same means.	Telephone	90% of calls answered <20 seconds	90% of calls answered <20 seconds	90% of calls answered <20 seconds
Vodafone will validate the request for an Incident Record. If the request is valid Vodafone will create an Incident Record and provide an Acknowledgment.	Telephone	No SLT	No SLT	No SLT

(b) Incident Management Diagnosis

Deliverable	Contact Method	Foundation SLT	Enhanced SLT	Premium SLT
-------------	----------------	----------------	--------------	-------------



Following an Initial Response and as part of initial diagnosis, Vodafone will: (a) determine the Infrastructure Service or Supported System on which the incident has occurred; and (b) determine the perceived impact and urgency of the incident including assessment against the criteria for a Major Incident Vodafone will route the Incident Record to the appropriate support function for expert diagnosis and subsequent management.	Telephone	<30 minutes	<30 minutes	<30 minutes
Vodafone will provide incident updates for each Impact 1 Incident	Telephone	Service not available	No SLT	Initial update within 1 hour. Thereafter minimum of hourly or as agreed
Vodafone will provide incident updates for each Impact 2 Incident	Telephone	Service not available	No SLT	Initial update within 1 hour. Thereafter minimum of hourly or as agreed
Vodafone will contact the party raising the incident to confirm Resolution and closure.	Telephone	<24 hours from Resolution	<24 hours from Resolution	<24 hours from Resolution

8.3

Customer Major Incident Management

Deliverable	Contact Method	Foundation SLT	Enhanced SLT	Premium SLT
Vodafone will attend a conference call on request for a CMI that is in progress	Telephone	Service not available	Service not available	15 minutes from receipt of request (subject to the Customer Site being included in the key site list).
Vodafone will provide enhanced structured Incident updates for Major Incidents	Telephone	Service not available	Service not available	Initial update ≤1 hour, minimum of every 30 minutes thereafter or as agreed
Vodafone will provide a Major Incident High-Level executive summary, after the Incident is resolved	Telephone	Service not available	Service not available	2 Working Days



Vodafone will provide a full Major Incident Report, after RCA of the Incident has been resolved	Telephone	Service not available	Service not available	5 Working Days
---	-----------	-----------------------	-----------------------	----------------

8.4

Customer Obligations

Customer shall carry out an initial analysis of any Incident reported to its Customer's Service Desk, to establish whether the Incident should be referred to Vodafone. Customer shall ensure it provides Vodafone with a key site list of all Customer Sites that require CMI on or before the Service Commencement Date and shall further ensure that it notifies Vodafone of any updates or amendments to the key site list during the relevant Minimum Term. The Customer is required to ensure that the first key site list and any updates or amendments to the key site list are notified by email to the appointed service manager at Vodafone.

9.

Problem Management Support Services

9.1

Summary: Vodafone shall manage the lifecycle of a Problem with the aim of reaching Resolution so as to minimise the impact of

Incidents.

9.2

Vodafone does not offer customer specific Problem Management Support Services at the Foundation tier.

9.3

Support Services Deliverables

(a) Initial Response, Acknowledgement and Routing

Deliverable	Contact Method	Foundation SLT	Enhanced SLT	Premium SLT
Vodafone will provide the means to report a Problem and provide an Initial Response by the same means.	Email	Service not available	Near Instant	Near Instant
Vodafone will validate the request for a Problem Record. If the request is valid create a Problem Record and provide an Acknowledgment.	Email	Service not available	95% <1 Working Day from receipt	95% <4 Working Hours from receipt
Vodafone ensure all Problems are routed to the appropriate technical or problem management team for Resolution	N/A	Service not available	No SLT	No SLT

(b) Problem Root Cause Analysis ("RCA") Requests

Deliverable	Contact Method	Foundation SLT	Enhanced SLT	Premium SLT
Vodafone will carry out RCA on All Impact 1 Customer Incidents	N/A	Service not available	Service not available	95% <20 Working Days
Vodafone will carry out Customer specific basic trend analysis of closed Incidents	N/A	Service not available	No SLT	Service not available
Vodafone will carry out Customer specific indepth trend analysis of closed Incidents	N/A	Service not available	Service not available	No SLT

RM3808 Network Services 2

Lot 1 – Data Access Services

Vodafone PSN Connect

Public Sector



Vodafone will coordinate RCA investigation of CMIs	N/A	Service not available	Service not available	90% <10 Working Days
--	-----	-----------------------	-----------------------	----------------------

(c) **Problem and Incident Trend Analysis Reporting and Review**

Deliverable	Contact Method	Foundation SLT	Enhanced SLT	Premium SLT
On request Vodafone will provide an initial problem analysis report for those Impact 1 incidents that have repeated 3 times in any 28 day period.	Email	Service not available	5 Working Days	5 Working Days
Deliverable	Contact Method	Foundation SLT	Enhanced SLT	Premium SLT
On request Vodafone will provide an Incident RCA report which includes either the root cause found or an action plan to determine the root cause where reasonably possible for Impact 1 incidents.	Email	Service not available	10 Working Days	5 Working Days
As part of the “enhanced problem management reports pack” Vodafone will provide a high level trend analysis report.	Email	Service not available	Monthly	Service not available
As part of the “premium problem management reports pack” Vodafone will provide a low level trend analysis report.	Email	Service not available	Service not available	Monthly
As part of the “enhanced problem management reports pack” Vodafone will provide a Problem Record status report.	Email	Service not available	Monthly	Service not available
As part of the “premium problem management reports pack” Vodafone will provide a Problem Record status report.	Email	Service not available	Service not available	Weekly

(d) **Problem Management reviews: Problem and Incident Trend Analysis and Reporting**

Deliverable	Contact Method	Foundation SLT	Enhanced SLT	Premium SLT
Vodafone will provide Problem Record status report review meetings.	Email	Service not available	Service not available	Weekly

10.

Operational Change Management Support Services

10.1

Summary: For those Incidents and Service Requests that shall be managed under these Tiered Support Services, Vodafone shall ensure that changes to Services are recorded, evaluated, authorised, prioritised, planned, tested, implemented documented and reviewed in a controlled manner. This service is not available for Vodafone Enterprise Broadband and Indirect Voice – Calls and Lines Services.



10.2

At Foundation tier, a Vodafone-designated “Change Manager” will be responsible for changes and the change management process established by Vodafone from time to time. The Change Manager may be from Vodafone, Customer or a third party, dependent upon where Vodafone (acting reasonably) determines that responsibility for change governance resides.

10.3

Enhanced tier and Premium tier Operational Change Management Support Services are available for Vodafone hosted Core-Platform and Core-Backbone products only (for example (without limitation) IPVPN, Vone-C).

10.4

Support Services Deliverables:

(a) Notification of Planned and Essential Operational Changes

Deliverable	Contact Method	Foundation SLT	Enhanced SLT	Premium SLT
Vodafone will provide notification of a Planned Outage	Email	10 Working Days	10 Working Days	10 Working Days
Vodafone will notify Customer in advance, where reasonably possible, of the scheduling of an Essential Outage	Email	>48 hours	>48 hours	>48 hours

(b) Change Schedule Provision

Deliverable	Contact Method	Foundation SLT	Enhanced SLT	Premium SLT
Vodafone will provide and maintain a Change Schedule	Email	Service not available	Weekly	Daily

(c) Change evaluation and Support

Deliverable	Contact Method	Foundation SLT	Enhanced SLT	Premium SLT
Vodafone will ensure that all normal operational changes proposed by Customer, to be delivered by Vodafone are evaluated against the Service referred to in the request by the Customer and not against multiple Services (unless expressly requested by the Customer), as provided by Vodafone under these Tiered Support Service Specific Terms to ensure risks have been managed.	Telephone and email	No SLT	No SLT	No SLT
When reasonably requested by Customer, Vodafone will provide a reasonable measure of representation to Customer’s change advisory board as defined in the change management process.	Telephone and email	Service not available	Service not available	No SLT
Vodafone will provide a reasonable measure of support and guidance for third parties appointed by Customer to support Customer’s infrastructure, for the evaluation of the proposed operational changes to be delivered by Vodafone.	Telephone and email	Service not available	Service not available	No SLT

(d) Change evaluation and Support for Customer’s Third Parties



Deliverable	Contact Method	Foundation SLT	Enhanced SLT	Premium SLT
Vodafone will provide a reasonable measure of support and guidance for third parties appointed by Customer to deliver configuration changes that can impact the Availability of the Functional Services provided by Vodafone under the Agreement.	Telephone and email	Service not available	Service not available	No SLT

10.5

Customer Obligations

Customer shall provide Vodafone with an email address for correspondence and shall be responsible for keeping Vodafone updated of any change.

11.

Service Level Management

11.1

Summary: Vodafone will seek to define, measure, report and review the performance levels of the Infrastructure Services and Tiered Support Services provided under these Tiered Support Service Specific Terms and provide and, so far reasonably practicable, monitor and improve Customer satisfaction with the quality of services delivered.

11.2

Vodafone does not offer customer specific Service Level Management Services at the Foundation tier.

11.3

Support Services Deliverables

(a) Performance Reports

Deliverable	Contact Method	Foundation SLT	Enhanced SLT	Premium SLT
Vodafone will create Mid-Level reports detailing the report's format, content and SLT performance for publication of those reports for each Service that Vodafone provides	Portal/Email	Service not available	No SLT	Service not available
Vodafone will create In-Depth Reports detailing the report's format, content and SLT performance for publication of those reports for each Service that Vodafone provides	Portal/Email	Service not available	Service not available	No SLT

(b) Vodafone Service Level Management Team

Deliverable	Contact Method	Foundation SLT	Enhanced SLT	Premium SLT
Vodafone will provide analysis of performance reports to identify trends, and areas for improvement in the Infrastructure Services and Tiered Support Services being provided and reported on.	N/A	Service not available	10 Working Days after Reporting Period	10 Working Days after Reporting Period
Appropriate findings resulting from analysis will be addressed in a service development plan.	N/A	Service not available	Service not available	Quarterly

RM3808 Network Services 2

Lot 1 – Data Access Services

Vodafone PSN Connect

Public Sector



Vodafone will provide performance review meetings with Vodafone service management resource.	Telephone	Service not available	Monthly	Service not available
	In person	Service not available	Service not available	Monthly
Vodafone will either itself or via an independent third party continually measure Customer satisfaction with interactions from a sample of all customers	Telephone (third party to Customer)	Service not available	Quarterly	Service not available
	Telephone	Service not available	Service not available	Quarterly
Vodafone will provide service improvement plans as are reasonably required to facilitate improvement where it is needed (at Vodafone's discretion, acting reasonably).	N/A	Service not available	No SLT	No SLT
Vodafone will maintain and update a customer support services handbook as it deems required.	N/A	Service not available	Bi Annually	Quarterly
Vodafone will work with Customer to produce and maintain a service development plan.	N/A	Service not available	Service not available	Quarterly

(c) **Business Relationship Management**

Deliverable	Contact Method	Foundation SLT	Enhanced SLT	Premium SLT
Vodafone will provision regular sector review meetings with a senior manager and Customer's account manager	In person	Service not available	Service not available	Quarterly
Vodafone will provision regular futures review meetings with its nominated subject matter expert(s), senior operational manager(s) and Customer's account manager	In person	Service not available	Service not available	Bi-annually
Vodafone will provision and maintain a risk register relating to Services provided by Vodafone under these Tiered Support Service Specific Terms and conduct regular reviews and analysis of the risk register with Customer	In person	Service not available	Service not available	Bi-annually

12.

Financial Management (Billing) Support Services

12.1

Summary: Vodafone shall produce invoices in accordance with the General Terms.

12.2

Support Services Deliverables:

(a) **Billing Queries**

Deliverable	Contact Method	Foundation SLT	Enhanced SLT	Premium SLT
Vodafone will provide the means to raise billing queries and provide an Initial Response via email	Email	Near Instant	Near Instant	Near Instant



Vodafone will ensure that all billing queries received via email are Acknowledged	Email	<24 hours	<24 hours	<24 hours
Vodafone will provide the means to raise billing queries and provide an Initial Response via telephone	Telephone	90% <20 seconds	90% <20 seconds	90% < 20 seconds
Vodafone will ensure that all billing queries received via telephone are Acknowledged.	Telephone	Near Instant	Near Instant	Near Instant
Vodafone will ensure that billing queries are routed to appropriate support function	N/A	No SLT	No SLT	No SLT
Vodafone will use its reasonable endeavours to resolve billing queries	N/A	Refer to appropriate billing query in Service Request Catalogue	Refer to appropriate billing query in Service Request Catalogue	Refer to appropriate billing query in Service Request Catalogue

(b) **Performance Reports**

Deliverable	Foundation SLT	Enhanced SLT	Premium SLT
Vodafone will provide scheduled account billing reviews.	Service not available	Quarterly	Monthly
Vodafone will provide scheduled service reviews.	Service not available	Service not available	Quarterly
Vodafone will provide analysis to identify trends, and areas for improvement in the billing service being provided	Service not available	Service not available	Monthly
Vodafone will address appropriate findings, resulting from analysis, in an account billing review.	Service not available	Service not available	Monthly

The following definitions are applicable to the Services:

	a confirmation given to Customer that a particular request or Incident raised is valid and the provision to Customer of a unique reference for it. "Acknowledge" shall be construed accordingly.
Available or Availability	sufficient features and/or functionality of a Supported System, Functional Service or connectivity service accessible to all of its users, or an agreed minimum proportion of its users, to meet or exceed requirements of Customer as agreed with Vodafone from time to time.
Change Schedule	a document that lists all approved Changes and their planned implementation dates. A Change Schedule is sometimes called a "forward schedule of change".



CMI	a “Customer major incident”, being the highest category of Impact for an Incident resulting in significant disruption to the business of Customer.
Core-Backbone Product	a product incorporating core connectivity services to which multiple Vodafone customers can connect via an access network (for example Vone-C and IP-VPN services, but not LAN services)
Core-Platform Product	a product where the core systems are hosted within a third party’s data centre environment, usually forming “cloud based” Functional Services or applications.
Essential Outage	an Outage that is not a Planned Outage including, but not limited to, Outages caused by a force majeure event or an act or omission of any third party which is beyond Vodafone’s reasonable control.
Functional Service(s)	the application layer of a solution which provides the features and functionality that Customer requires for its users or user communities.
High-Level	a basic level of detail, to provide an overview.
Impact	a measure of the effect of an incident, problem or change on business processes. impact is often based on how service levels will be affected. Impact and urgency are used to assign priority.
Incident	an unplanned interruption to an IT service or reduction in the quality of an IT service. Failure of a configuration item that has not yet affected Service is also an Incident.
Incident Record	a record containing the details and lifecycle of an Incident.
In-Depth	containing a high level of detail.
Infrastructure Service	an IT service that is not directly used by Customer’s business, but is required for the provision of other IT services (for example either a Functional Service, connectivity service, hosting service or any combination thereof).
Initial Response	a first response from Vodafone to an individual raising a request or Incident, such as answering the telephone or replying to an email.



Major Incident	the highest category of Impact for an Incident. A Major Incident results in significant disruption to the business of Customer.
Mid-Level	more detail than High-Level but less detail than low-level.
Outage	the temporary unavailability of an Infrastructure Service from time to time for Vodafone to carry out maintenance or upgrades to an Infrastructure Service and/or equipment.
Planned Outage	the scheduled unavailability of an Infrastructure Service.
Problem	a cause of one or more Incidents. The cause is not usually known at the time a problem record is created, and the problem management process is responsible for further investigation
Problem Record	a record containing the details and lifecycle of a Problem.
RCA	“root cause analysis”; the activity undertaken to determine, where reasonably possible, the underlying cause of an Incident(s) or Problem.
Reporting Period	the period of time for which the Performance Report applies.
Resolution	the exercise by Vodafone of its reasonable endeavours to repair the root cause of an Incident or Problem, or to implement a workaround.
Service Request	a request from a user for information, or advice, or for a Standard Change or for Access to an IT service made in accordance with the requirements of the relevant Service Request Catalogue.
Service Request Catalogue	a type of catalogue that identifies the different types of Service Requests available to Customer for a particular Product(s). Each Service Request type will normally have its own sub-catalogue that details the Service Requests available of that type and where applicable, details of any service cover periods, SLTs, charges, or other important information.
SLT	a non-binding, indicative service level target.
Standard Change	a pre-approved Change that is low risk, relatively common and follows a procedure or work instruction. The types of Standard Changes available are listed in a Service Request Catalogue.



Supported System(s)	hardware and/or software to which the Tiered Support Services apply as set out in these Tiered Support Service Specific Terms.
---------------------	--

Appendix 5 VODAFONE - ACCEPTABLE USE POLICY

1. General

1.1 This Acceptable Use Policy ("Policy") defines the acceptable use of Vodafone's information technology, hosting, network, internet-based and telecommunication related products and services (each, a "Service" and collectively the "Services") provided by Vodafone Group Plc and/or its affiliates (together "Vodafone") to each of its customers (each a "Customer"). In this Policy, a "User" means an individual end user of the Service provided to the Customer.

1.2 The Customer: (a) may allow Users to use the Services and shall make sure that Users do so consistently with this Policy, whether such use is authorised or unauthorised by Customer; (b) shall be responsible for Users' authorised or unauthorised use of the Services, including payment obligations, whether to Vodafone or to third parties (such as providers of content, goods or services); and (c) is responsible for protecting its passwords and for any authorised or unauthorised use made of such passwords. **1.3** The Customer shall notify Vodafone as soon as reasonably practicable of any violation of this Policy and must cooperate in any efforts to stop or remedy the violation.

1.4 Vodafone reserves the right to change this Policy from time to time. Please note that this Policy was last updated February 2016. **1.5** Any phrases introduced by the terms "including", "include", "in particular" or any similar expression are deemed to have the words "without limitation" following them and are construed as illustrative and do not limit the sense of the words preceding those terms.

2. Prohibited Activities

2.1 The Customer will not (whether actually or attempted, directly or indirectly) use the Service (including through another provider's service using a Vodafone account or remailer) to effect or

participate in any of the following activities (a "Prohibited Activity"):

- (a) Message or Content Abuse
 - (i) Sending or publishing unsolicited bulk messages, content, posts or communications in any form ("spam").
 - (ii) Producing content that may be regarded as: (i) harmful to others, or Vodafone's operation or reputation, (ii) contrary to a commercial agreement (e.g. breach of a non-disclosure obligation), (iii) abusive, (iv) obscene, (v) deceptive, (vi) a nuisance, or (vii) fraudulent.
- (b) Security or Network Abuse
 - (i) Falsifying user or other Service related information, including omitting, deleting, forging or misrepresenting transmission information provided to Vodafone or to other Service users; including headers, return mailing, Internet protocol addresses or any other part of a message describing its origin or route.
 - (ii) Withholding or cloaking Customer's identity, origin or contact information; including assuming a sender's identity without the sender's explicit permission. (iii) Accessing or threatening the integrity or security of any device, network or computer system, without proper authorisation; including, transmission of worms, viruses or other malicious codes. (iv) Using any part of the Services with the intention of adversely affecting the operation or users of any computer system or network (including the Internet); including, denial of service attacks, web page defacement, port and network scanning, and unauthorised system penetrations. (v) Using or permitting anyone to use the Service to guess passwords or access



other systems or networks without written authorisation.

(c) Harmful, Deceptive or Illegal Activities

- (i) Violating any law or regulation (including, libel, slander, invasion of privacy, harassment, obscenity, child pornography, export laws and regulations, and infringement or misappropriation of another party's copyrights, trademarks, patents, trade secrets or other intellectual property rights); (ii) Engaging in other activities that degrade or interfere with users of the Service or other connected services.
- (iii) Avoiding incurring charges in a way that is inconsistent with good faith commercial practice.

(d) Regulatory

- (i) Spending more than £240 per month and £40 for any single transaction, when using our Services, to call numbers beginning with the following prefixes; 118, 0871, 0872, 0873.

3. Rights and Remedies

3.1 Vodafone may suspend, terminate and/or deny traffic to a Customer's Service at any time for any material failure of Customer to comply with this Policy or for Customer engaging in a Prohibited Activity (as determined by Vodafone, in its sole and absolute discretion).

3.2 Vodafone may, but does not assume the obligation to, where feasible, implement technical mechanisms to prevent a Prohibited Activity.

3.3 If a network or network device is compromised, Vodafone may assist in the tracking and/or expulsion of an offender on the network level to the extent Vodafone finds reasonable. **3.4** If the Service is the subject of a distributed denial of service attack (or other activity comparable to such an attack) whether or not such attack affects other customers, Vodafone may, but is not obliged to, disconnect the Customer's IP address or addresses from the Vodafone Network, or otherwise mitigate the attack, until such time as the attack has ceased.

3.5 Vodafone may charge the Customer the direct and indirect administrative costs and expenses associated with preventing or responding to Customer's violation of this Policy including identifying and removing offenders from the Service and responding to associated third party complaints. **3.6** Nothing in

this Policy limits Vodafone's rights and remedies (available at law or in equity) in any way with respect to any Prohibited Activity.

4. Use of and Access to Internet Data Centres

4.1 The following terms apply to Internet Data Centres ("IDC(s)") in addition to, and to the extent not in conflict with, the individual rules of the IDC.

4.2 Only Customer personnel formally approved by Vodafone in writing on a customer registration form may access the IDCs ("Authorised Personnel"). Customer shall give Vodafone prior written notice of any changes to the list of Authorised Personnel. Customer will not allow any unauthorised persons to attempt to access an IDC.

4.3 Customer may only access the portion of an IDC made available by Vodafone to Customer for the placement of Customer's equipment and use of the IDC Services, unless otherwise approved and accompanied by an authorised Vodafone representative. **4.4** Customer will adhere to all security and safety measures and guidelines notified to Customer by Vodafone when accessing an IDC.

Customer must provide Vodafone with at least 48 hours prior notice any time Customer intends to connect or disconnect any equipment at an IDC.



Business Customers

PSN Connect Encrypt Service Terms



Vodafone PSN
Connect Encrypt RM38

RM3808 Network Services 2

Lot 1 – Data Access Services

Vodafone PSN Connect Encrypt



Public Sector

© Vodafone Limited 2020

Page 10 of 11

Commercial Terms
[Ref: AH/KW /13.10.20]

Service Offer Reference No: RM3808-Lot1-VodafoneLtd-#003

Lot(s): 1

Effective Date: 16/08/2019

Expiry Date: 16/08/2022

Contents
1. The Service – Overview and why Vodafone
2. Conditions on Customer
3. Outline Implementation Plan
4. Exit Management Plan
5. Service Level Agreement
6. Exclusions
7. Mandatory Schedules
8. Service Description and Price card
9. Key subcontractors
10. Definitions
Appendix 1 – Service Specific Terms
Appendix 2 – General Terms
Appendix 3 – Fixed Terms
Appendix 4 – Tiered Support Service Model (TSSM) Terms
Appendix 5 – Vodafone Acceptable Use Policy



1. The Service – Overview and why Vodafone

- 1.1 Vodafone provides you with wide area connectivity for the provision of a managed or unmanaged point-to-point data-only connection and/or point-to-internet/cloud data-only connection. (The “Service”).
- 1.2 Vodafone has a vast range of experience and track record of providing pan government services and provides NCSC's new cryptographic profile 'Foundation' for customer's private Encryption Domains. Interworking with other Vodafone WAN and Cloud services such as PSN Connect, Vodafone One Net Enterprise (VONE-C) and Flex Compute for Government (FCfG)
- 1.3 Vodafone's scale and commitment to network investment. Uses Vodafone's newest MPLS network, Redstream, with reach to over 1000 points of presence and nx100G capable capacity for advanced network efficiency and best cost effectiveness

2. Conditions on the Customer

- 2.1 The customer is responsible for maintaining PSN and security compliance throughout the life of the service for sites that connect to the PSN shared service domain.

- 2.2 This Standard Service Offer (“SSO”) is subject to the following conditions on the Customer:

The Customer shall at the time of ordering any of the Services under this Service Offer:

- (a) Provide full details of the Services required and the Customer site locations to enable validation of the Order Form. Such details shall include:
 - Access and/or Service Bandwidth required
 - Rack location
 - Room name or room number
 - Building name, number and floor.
 - Street name, town, city & postcode
- (b) For each Customer Site location the Customer shall provide a site contact name and contact details to include:
 - Contact telephone and email address
- (c) The Customer shall provide 10/100/1000 Mbit/s Ethernet (IEE802.3/IEE802.3u) LAN port and RJ45 cable to connect to the CPE router or alternative interface agreed at time of order
- (d) Where the services are to be provisioned at a Customer site that is owned by a third party landlord the Customer shall advise the landlord or site owner’s details including:
 - Landlord or site owner company name
 - Name of nominated representative, including contact details
 - Landlord or site owner building address including: (i) Room name and/or room number
 - (ii) Building name, number and floor.
 - (iii) Street name, town, city & postcode

RM3808 Network Services 2

Lot 1 – Data Access Services

Vodafone PSN Connect Encrypt

Public Sector



(e) The Customer shall provide full details to enable billing of the Service including:

- Billing contact name, telephone and email contact details
- Purchase order references
- Billing entity/company name
- Billing address
- VAT Registration Number

(f) Appropriately configure its equipment to enable consumption of the Service;

(g) Maintain its own equipment;

(h) Comply with the most recent version of:

- (i) Service Terms as set out at Appendix 1
- (ii) General Service Terms as set out at Appendix 2
- (iii) Fixed Terms set as out at Appendix 3
- (iv) Tiered Support Service Model TSSM Terms set out at Appendix 4 (v)
Acceptable Use Policy as set out at Appendix 5

2.3 In the event of a conflict between the General, Fixed or Service Terms and the Call-Off Contract, then the Call-Off Contract shall take precedence.

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 Order Form has been received by Vodafone:

- (a) Vodafone will validate the Order containing the details of the Services being implemented under this Service Offer.
- (b) Vodafone will confirm the Order with a representative from the Customer's organisation advising of any missing details.
- (c) Once all details are provided by the Customer, Vodafone will submit the Order for delivery and advise the Ready for Service target date to the Customer.
- (d) Vodafone will manage the intermediate activities supporting the implementation process.
- (e) Vodafone will conduct end-to-end testing and confirm to the Customer when the Service is ready for use.

4. Exit Management Plan

4.1 Whether the customer would like to cease or move their services to a new provider entirely, Vodafone's Exit Management plan is outlined below;

- (a) The Customer will notify Vodafone of its plan to cease or migrate away from any service within the minimum termination period agreed within the call off-contract.



Public Sector

- (b) Vodafone will extract a contract end date report which will detail the current account set up and any applicable termination fees that will apply to the Customers final invoice.
- (c) Upon formal request from the Customer, Vodafone, where applicable, will generate relevant authorisation/ decommissioning codes within the regulatory time period.
- (d) The Customer will manage their relationship and migration plan with their new supplier and, if applicable, share any relevant data provided by Vodafone to their new supplier

5. Service Level Agreement

5.1 For the purposes of this SSO:

- (a) The provisions of this Service Level Agreement are compliant with and supplementary to Service Maintenance Level 1 as set out in Schedule 14 of the Call-Off Terms.
- (b) Service credits are not offered in respect of the Services provided under this SSO.
- (c) In addition to the Service Level Agreement in Service Maintenance Level 1 as set out in Schedule 14 of the Call-Off Terms the Customer will also benefit from the following Tiered Support Service Model ("TSSM"),
 - (i) Within each Tiered Support Service "family" there are three tiers of support: Foundation, Enhanced and Premium.
 - (ii) The Foundation tier forms part of the standard Service provided by Vodafone. Enhanced and Premium tiers offer additional Customer benefits.
 - (iii) The table below details the TSSM tiers the Customer will receive as part of this Service Offer.

Support Level	
Request Fulfilment Incident Management	<input checked="" type="checkbox"/> Enhanced <input type="checkbox"/> Premium
Problem Management (Problem Management is available for Platform Services and Core Services only)	<input checked="" type="checkbox"/> Foundation (Problem Management will not be tailored for each customer – there is a general Vodafone process for this tier) <input type="checkbox"/> Enhanced <input type="checkbox"/> Premium
Service Level Management	<input checked="" type="checkbox"/> Foundation <input type="checkbox"/> Enhanced <input type="checkbox"/> Premium
Financial Reporting (Billing)	<input checked="" type="checkbox"/> Foundation <input type="checkbox"/> Enhanced <input type="checkbox"/> Premium
Change Management	<input checked="" type="checkbox"/> Foundation (available for Platform Services and Core Services only) <input type="checkbox"/> Enhanced <input type="checkbox"/> Premium

- 5.2 Customer Contact Management (a) The Customer Services Helpdesk shall be available to the Customer during Operating Hours to provide the Available Services.

RM3808 Network Services 2

Lot 1 – Data Access Services

Vodafone PSN Connect Encrypt



Public Sector

- (b) The Customer shall only contact a Helpdesk via the relevant Contact Numbers provided to the Customer by Vodafone following the Call-Off Commencement Date.
- (c) For Customer calls to the Customer Services Helpdesk, Vodafone shall (in addition to the corresponding Service Level set out in Call-Off Schedule 14) answer such calls as follows: 90% of the calls within 20 seconds, and the rate of Call Abandonment shall be no more than 5%.
- (d) The applicable Vodafone service team shall respond to the Customer emails within 48 hours measured on
Working Days only.

Helpdesk / Platform	Operating Hours	Available Services
Customer Services Helpdesk	24/7 7 days a week	<ul style="list-style-type: none">- All Corporate Customer care services.- General enquiries- Technical support for the Services including incidents and queries.
Vodafone One Portal	24/7 7 days a week	<ul style="list-style-type: none">- Raising, tracking, managing incidents- Change of User details- Billing

6. Exclusions

- 6.1 Joint Schedule 7 of the Call-Off Contract shall not apply.
- 6.2 Joint Schedule 9 of the Call-Off Contract shall not apply.
- 6.3 Joint Schedule 12 of the Call-Off Contract shall not apply.
- 6.4 Call-Off Schedule 3 of the Call-Off Contract shall not apply.
- 6.5 Call-Off Schedule 4 of the Call-Off Contract shall not apply.
- 6.6 Call-Off Schedule 7 of the Call-Off Contract shall not apply.
- 6.7 Call-Off Schedule 10 of the Call-Off Contract shall not apply.
- 6.8 Call-Off Schedule 13 of the Call-Off Contract shall not apply.
- 6.9 Call-Off Schedule 15 of the Call-Off Contract shall not apply.
- 6.10 Call-Off Schedule 16 of the Call-Off Contract shall not apply.
- 6.11 Call-Off Schedule 17 of the Call-Off Contract shall not apply.
- 6.12 Call-Off Schedule 18 of the Call-Off Contract shall not apply.
- 6.13 Call-Off Schedule 20 of the Call-Off Contract shall not apply.

RM3808 Network Services 2

Lot 1 – Data Access Services

Vodafone PSN Connect Encrypt

Public Sector



6.14 Call-Off Schedule 22 of the Call-Off Contract shall not apply.

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 Customer 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 clause 1, of Call-Off Schedule 1.
- (b) Call-Off Schedule 8 (Business Continuity and Disaster Recovery) – Business Continuity and Disaster recovery Plan in accordance with Clause 1, of Call-Off Schedule 8.
- (c) Call-Off Schedule 9 (Security) - Security Management Plan in accordance with Clause 4, of 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:
 - (i) the Supplier has prepared and delivered the Security Management Plan (published as set out above) to the Buyer; and
 - (ii) the Buyer has Approved the Security Management Plan, in accordance with paragraphs 4.3.1 and 4.3.2 of Call-Off Schedule 9 (Security) Part A: Short Form Security Requirements.



8. Price Card

8.1 Primary Services

Vodafone's PSN Connect Encrypt provides the Customer with private encryption domains and access to the wider Public Services Network (PSN) at the protected level, i.e. the PSN shared Encryption Domain. PSN Connect Encrypt enables any site to communicate with other sites and use centrally hosted services at the protected level.

Vodafone provides managed and maintained routers in the Customer's premises, site connectivity over a variety of access methods and scalability from small sites up to the very largest. Information is sent across the network encrypted.

8.1.1 Vodafone PSN Connect Encrypt is a Direct Network Service Provider (DNSP) service.

It provides the Customer with an IP Virtual Private Network (IP VPN) established over Vodafone's network, the MSP with the addition of overlay encryption. The service is configured to provide any to any communication between Customer sites. It uses Cisco's Dynamic Multipoint Virtual Private Network (DMVPN) technology, together with DCSP marking and per packet scheduling, to manage quality of service (QoS) and ensure end to end guarantees for data transfer.

The service enables the Customer to establish a private wide area network to underpin critical communications. A PSN Connect Encrypt customer also has the option to connect and communicate with other organisations connected to PSN at the protected level. This is achieved via the Inter Provider Encryption Domain (IPED) that provides a common method of encrypted connectivity across the PSN. Additionally, PSN Customers can also use the pan PSN Private Network (VPN)s to gain access to PSNSP services and applications.

This service also provides encryption at the CE router to ensure added security of information that traverses the network.

8.1.2 The main service components of PSN Connect Encrypt are:

- (a) Access circuit – this connects a Customer Site to a port on Vodafone's MSP network. The port bandwidth can be throttled allowing the Customer to pay only for the service bandwidth which it needs. Backup and Resilience options are also supported.
- (b) Class of Service (CoS) – the Class of Service available under this Service Offer is the PSN Default (as defined in the PSN Connect Encrypt Service Terms) Typical applications involve Email, Web browsing, FTP and HTTP downloads. Application characteristics are not real time or interactive and not sensitive to jitter or delay. Other CoS are available on application, please contact your account manager.
- (c) Encryption Routers Customer Premise Equipment (CPE) –these will be installed, configured, managed and maintained by Vodafone.
- (d) CPE and other devices inherit the physical controls of the customer environment in which they are installed. In addition to these physical controls, additional controls are deployed to help mitigate the risks associated with power (feeds, power distribution units, UPS or equivalent backup generators) and cabling security (e.g. change management, dual routing, cable labelling, tidy & careful cabling to documented standards (e.g. avoids bends, kinks), use of ducting and where possible enclosed metal or clear conduit. There are two types of CPE a customer can purchase;
 - (i) Basic – Router capable of supporting the throughput with an average packet size of 325bytes.

RM3808 Network Services 2

Lot 1 – Data Access Services

Vodafone PSN Connect Encrypt



Public Sector

- (ii) Premium – Route capable of a higher performance as might be required for a small average packet sized used such as large IP Voice usage.
- (e) PSN Connect Encrypt Network Performance Service reporting – where ordered for Private DMVPNs, reporting options are available which give greater visibility of service performance over the Private DMVPNs. Not available over the PSN shared Encryption Domain.
- (f) The Service is available to sites located on the UK mainland (England, Scotland and Wales) and also Northern Ireland.
- (g) PSN Connect Encrypt offers customers the opportunity to take advantage of the latest network access technology. This includes Ethernet First Mile (EFM), ADSL 2+, Fibre to the Cabinet (FTTC) and optical high speed Ethernet access.
- (h) Once an Order Form has been signed (a) further Services available under this Service Offer may be added into that Call Off
- (i) Contract and (b) other technical and service changes may be agreed, in each case via Vodafone's standard change form.

RM3808 Network Services 2
Lot 1 – Data Access Services
Vodafone PSN Connect Encrypt
Public Sector



PSN Connect Encrypt 12 Month

--

Non Resilient Service

Install Charge	Annual Recurring Charge
----------------	-------------------------

Service	Technology	Access	CPE	VPN	Total	Access	Basic CPE	Premium CPE	VPN	Subtotal w/Basic CPE	Subtotal w/Prem CPE	Additional Distance Charge (Per KM)
---------	------------	--------	-----	-----	-------	--------	-----------	-------------	-----	----------------------	---------------------	-------------------------------------

ADSL 16	ADSL	£ 102	£ 49	£ 100	£ 250	£ 305	£ 385	£ 1,242	£ 399	£ 1,089	£ 1,947	N/A
FTTC Elevated 40/10	VDSL	£ 173	£ 49	£ 100	£ 322	£ 714	£ 370	£ 1,329	£ 399	£ 1,483	£ 2,442	N/A
FTTC Elevated 80/20	VDSL	£ 173	£ 49	£ 100	£ 322	£ 714	£ 586	£ 2,124	£ 613	£ 1,913	£ 3,451	N/A
FTTC Assured 80/20	VDSL	£ 173	£ 49	£ 100	£ 322	£ 714	£ 586	£ 2,124	£ 2,763	£ 4,062	£ 5,600	N/A

RM3808 Network Services 2

Lot 1 – Data Access Services

Vodafone PSN Connect Encrypt

Public Sector



2 MB over 10 MB	Ethernet	£ 2,089	£ 49	£ 400	£ 2,538	£ 1,552	£ 1,071	£ 1,512	£ 1,451	£ 4,074	£ 4,514	£ 200
4 MB over 10 MB	Ethernet	£ 2,089	£ 49	£ 400	£ 2,538	£ 1,552	£ 1,071	£ 1,512	£ 1,725	£ 4,348	£ 4,788	£ 200
6 MB over 10 MB	Ethernet	£ 2,089	£ 49	£ 400	£ 2,538	£ 1,552	£ 1,071	£ 1,512	£ 1,999	£ 4,621	£ 5,062	£ 200
8 MB over 10 MB	Ethernet	£ 2,089	£ 49	£ 400	£ 2,538	£ 1,552	£ 1,071	£ 1,512	£ 2,273	£ 4,895	£ 5,336	£ 200
10 MB over 10 MB	Ethernet	£ 2,089	£ 49	£ 400	£ 2,538	£ 1,552	£ 1,071	£ 1,512	£ 2,550	£ 5,172	£ 5,613	£ 200

10 MB over 100 MB	Ethernet	£ 2,089	£ 49	£ 400	£ 2,538	£ 1,552	£ 3,116	£ 8,404	£ 2,550	£ 7,217	£ 12,506	£ 200
15 MB over 100 MB	Ethernet	£ 2,089	£ 49	£ 400	£ 2,538	£ 1,552	£ 3,116	£ 8,404	£ 2,656	£ 7,324	£ 12,612	£ 200
20 MB over 100 MB	Ethernet	£ 2,089	£ 49	£ 400	£ 2,538	£ 1,552	£ 3,116	£ 8,404	£ 2,763	£ 7,430	£ 12,719	£ 200
25 MB over 100 MB	Ethernet	£ 2,089	£ 49	£ 400	£ 2,538	£ 1,552	£ 3,116	£ 8,404	£ 2,869	£ 7,537	£ 12,825	£ 200
30 MB over 100 MB	Ethernet	£ 2,089	£ 49	£ 400	£ 2,538	£ 1,552	£ 3,116	£ 8,404	£ 2,975	£ 7,643	£ 12,932	£ 200
35 MB over 100 MB	Ethernet	£ 2,089	£ 49	£ 400	£ 2,538	£ 1,552	£ 3,116	£ 8,404	£ 3,082	£ 7,749	£ 13,038	£ 200
40 MB over 100 MB	Ethernet	£ 2,089	£ 49	£ 400	£ 2,538	£ 1,552	£ 3,116	£ 8,404	£ 3,188	£ 7,856	£ 13,144	£ 200
45 MB over 100 MB	Ethernet	£ 2,089	£ 49	£ 400	£ 2,538	£ 1,552	£ 3,116	£ 8,404	£ 3,295	£ 7,962	£ 13,251	£ 200
50 MB over 100 MB	Ethernet	£ 2,089	£ 49	£ 400	£ 2,538	£ 1,552	£ 3,116	£ 8,404	£ 3,401	£ 8,069	£ 13,357	£ 200
60 MB over 100 MB	Ethernet	£ 2,089	£ 49	£ 400	£ 2,538	£ 1,552	£ 3,116	£ 8,404	£ 3,516	£ 8,183	£ 13,472	£ 200

70 MB over 100 MB	Ethernet	£ 2,089	£ 49	£ 400	£ 2,538	£ 1,552	£ 3,116	£ 8,404	£ 3,630	£ 8,298	£ 13,586	£ 200
80 MB over 100 MB	Ethernet	£ 2,089	£ 49	£ 400	£ 2,538	£ 1,552	£ 3,116	£ 8,404	£ 3,745	£ 8,413	£ 13,701	£ 200

RM3808 Network Services 2

Lot 1 – Data Access Services

Vodafone PSN Connect Encrypt

Public Sector



90 MB over 100 MB	Ethernet	£ 2,089	£ 49	£ 400	£ 2,538	£ 1,552	£ 3,116	£ 8,404	£ 3,860	£ 8,527	£ 13,816	£ 200
100 MB over 100 MB	Ethernet	£ 2,089	£ 49	£ 400	£ 2,538	£ 1,552	£ 3,116	£ 8,404	£ 3,974	£ 8,642	£ 13,930	£ 200

100 MB over 1000 MB	Ethernet	£ 2,089	£ 51	£ 400	£ 2,540	£ 1,830	£ 10,608	£ 23,190	£ 3,974	£ 16,412	£ 28,994	£ 200
150 MB over 1000 MB	Ethernet	£ 2,089	£ 51	£ 400	£ 2,540	£ 1,830	£ 10,608	£ 23,190	£ 4,529	£ 16,967	£ 29,549	£ 200
200 MB over 1000 MB	Ethernet	£ 2,089	£ 51	£ 400	£ 2,540	£ 1,830	£ 10,608	£ 23,190	£ 5,084	£ 17,522	£ 30,104	£ 200
250 MB over 1000 MB	Ethernet	£ 2,089	£ 51	£ 400	£ 2,540	£ 1,830	£ 10,608	£ 23,190	£ 5,639	£ 18,077	£ 30,659	£ 200
300 MB over 1000 MB	Ethernet	£ 2,089	£ 51	£ 400	£ 2,540	£ 1,830	£ 10,608	£ 23,190	£ 6,194	£ 18,632	£ 31,214	£ 200
350 MB over 1000 MB	Ethernet	£ 2,089	£ 51	£ 400	£ 2,540	£ 1,830	£ 10,608	£ 23,190	£ 6,749	£ 19,187	£ 31,769	£ 200
400 MB over 1000 MB	Ethernet	£ 2,089	£ 51	£ 400	£ 2,540	£ 1,830	£ 10,608	£ 23,190	£ 7,304	£ 19,742	£ 32,324	£ 200
450 MB over 1000 MB	Ethernet	£ 2,089	£ 51	£ 400	£ 2,540	£ 1,830	£ 10,608	£ 23,190	£ 7,859	£ 20,297	£ 32,879	£ 200
500 MB over 1000 MB	Ethernet	£ 2,089	£ 51	£ 400	£ 2,540	£ 1,830	£ 10,608	£ 23,190	£ 8,414	£ 20,852	£ 33,434	£ 200
600 MB over 1000 MB	Ethernet	£ 2,089	£ 51	£ 400	£ 2,540	£ 1,830	£ 10,608	£ 23,190	£ 8,969	£ 21,407	£ 33,989	£ 200
700 MB over 1000 MB	Ethernet	£ 2,089	£ 51	£ 400	£ 2,540	£ 1,830	£ 10,608	£ 23,190	£ 9,524	£ 21,962	£ 34,544	£ 200
800 MB over 1000 MB	Ethernet	£ 2,089	£ 51	£ 400	£ 2,540	£ 1,830	£ 10,608	£ 23,190	£ 10,079	£ 22,517	£ 35,099	£ 200
900 MB over 1000 MB	Ethernet	£ 2,089	£ 51	£ 400	£ 2,540	£ 1,830	£ 10,608	£ 23,190	£ 10,634	£ 23,072	£ 35,654	£ 200
1000 MB over 1000 MB	Ethernet	£ 2,089	£ 51	£ 400	£ 2,540	£ 1,830	£ 10,608	£ 23,190	£ 11,189	£ 23,627	£ 36,209	£ 200

Dual Diverse resilient services assume that the existing fibre infrastructure already exists to support the service. If it does not exist additional charges will apply.

The Additional Distance Charge (KM) is calculated by measuring from the customer location to the closest Vodafone network site. The distance will be calculated at time of order and multiplied by the value within the appropriate cell above.

RM3808 Network Services 2
Lot 1 – Data Access Services
Vodafone PSN Connect Encrypt
Public Sector



Resilient Service

Install Charge					Annual Recurring Charge							
Service	Technology	Access	CPE	VPN	Total	Access	Basic CPE	Premium CPE	VPN	Subtotal w/Basic CPE	Subtotal w/Prem CPE	Additional Distance Charge (Per KM)
ADSL 16	ADSL	£203.30	£97.58	£200.00	£500.88	£609.90	£951.35	£3,990.43	£798.91	£2,360.16	£5,399.24	N/A
FTTC Elevated 40/10	VDSL	£345.61	£97.58	£200.00	£643.19	£1,427.17	£1,434.15	£3,278.83	£798.91	£3,660.22	£5,504.90	N/A
FTTC Elevated 80/20	VDSL	£345.61	£97.58	£200.00	£643.19	£1,427.17	£1,434.15	£5,254.88	£1,225.84	£4,087.15	£7,907.89	N/A
FTTC Assured 80/20	VDSL	£345.61	£97.58	£200.00	£643.19	£1,427.17	£1,434.15	£5,254.88	£5,525.10	£8,386.41	£12,207.15	N/A
2 MB over 10 MB	Ethernet	£4,178.94	£97.58	£800.00	£5,076.53	£3,103.71	£2,141.83	£3,023.25	£2,901.78	£8,147.33	£9,028.74	£400.00
4 MB over 10 MB	Ethernet	£4,178.94	£97.58	£800.00	£5,076.53	£3,103.71	£2,141.83	£3,023.25	£3,449.56	£8,695.11	£9,576.52	£400.00
6 MB over 10 MB	Ethernet	£4,178.94	£97.58	£800.00	£5,076.53	£3,103.71	£2,141.83	£3,023.25	£3,997.34	£9,242.89	£10,124.30	£400.00
8 MB over 10 MB	Ethernet	£4,178.94	£97.58	£800.00	£5,076.53	£3,103.71	£2,141.83	£3,023.25	£4,545.12	£9,790.67	£10,672.08	£400.00
10 MB over 10 MB	Ethernet	£4,178.94	£97.58	£800.00	£5,076.53	£3,103.71	£2,141.83	£3,023.25	£5,099.44	£10,344.99	£11,226.40	£400.00
10 MB over 100 MB	Ethernet	£4,178.94	£97.58	£800.00	£5,076.53					£14,434.75	£25,011.71	£400.00
						£3,103.71	£6,231.59	£16,808.55	£5,099.44			
15 MB over 100 MB	Ethernet	£4,178.94	£97.58	£800.00	£5,076.53	£3,103.71	£6,231.59	£16,808.55	£5,312.27	£14,647.58	£25,224.54	£400.00
20 MB over 100 MB	Ethernet	£4,178.94	£97.58	£800.00	£5,076.53	£3,103.71	£6,231.59	£16,808.55	£5,525.10	£14,860.41	£25,437.37	£400.00

RM3808 Network Services 2

Lot 1 – Data Access Services

Vodafone PSN Connect Encrypt

Public Sector



25 MB over 100 MB	Ethernet	£4,178.94	£97.58	£800.00	£5,076.53	£3,103.71	£6,231.59	£16,808.55	£5,737.93	£15,073.24	£25,650.20	£400.00
30 MB over 100 MB	Ethernet	£4,178.94	£97.58	£800.00	£5,076.53	£3,103.71	£6,231.59	£16,808.55	£5,950.76	£15,286.07	£25,863.03	£400.00
35 MB over 100 MB	Ethernet	£4,178.94	£97.58	£800.00	£5,076.53	£3,103.71	£6,231.59	£16,808.55	£6,163.59	£15,498.90	£26,075.86	£400.00
40 MB over 100 MB	Ethernet	£4,178.94	£97.58	£800.00	£5,076.53	£3,103.71	£6,231.59	£16,808.55	£6,376.42	£15,711.73	£26,288.69	£400.00
45 MB over 100 MB	Ethernet	£4,178.94	£97.58	£800.00	£5,076.53	£3,103.71	£6,231.59	£16,808.55	£6,589.25	£15,924.56	£26,501.52	£400.00
50 MB over 100 MB	Ethernet	£4,178.94	£97.58	£800.00	£5,076.53	£3,103.71	£6,231.59	£16,808.55	£6,802.08	£16,137.38	£26,714.35	£400.00
60 MB over 100 MB	Ethernet	£4,178.94	£97.58	£800.00	£5,076.53	£3,103.71	£6,231.59	£16,808.55	£7,031.36	£16,366.66	£26,943.62	£400.00
70 MB over 100 MB	Ethernet	£4,178.94	£97.58	£800.00	£5,076.53	£3,103.71	£6,231.59	£16,808.55	£7,260.63	£16,595.94	£27,172.90	£400.00
80 MB over 100 MB	Ethernet	£4,178.94	£97.58	£800.00	£5,076.53	£3,103.71	£6,231.59	£16,808.55	£7,489.91	£16,825.22	£27,402.18	£400.00
90 MB over 100 MB	Ethernet	£4,178.94	£97.58	£800.00	£5,076.53	£3,103.71	£6,231.59	£16,808.55	£7,719.19	£17,054.49	£27,631.45	£400.00
100 MB over 100 MB	Ethernet	£4,178.94	£97.58	£800.00	£5,076.53	£3,103.71	£6,231.59	£16,808.55	£7,948.47	£17,283.77	£27,860.73	£400.00
100 MB over 1000 MB	Ethernet	£4,178.94	£101.65	£800.00	£5,080.59	£3,659.40	£21,215.62	£46,379.97	£7,948.47	£32,823.48	£57,987.84	£400.00
150 MB over 1000 MB	Ethernet	£4,178.94	£101.65	£800.00	£5,080.59	£3,659.40	£21,215.62	£46,379.97	£9,058.50	£33,933.52	£59,097.87	£400.00
200 MB over 1000 MB	Ethernet	£4,178.94	£101.65	£800.00	£5,080.59	£3,659.40	£21,215.62	£46,379.97	£10,168.53	£35,043.55	£60,207.90	£400.00
250 MB over 1000 MB	Ethernet	£4,178.94	£101.65	£800.00	£5,080.59	£3,659.40	£21,215.62	£46,379.97	£11,278.56	£36,153.58	£61,317.93	£400.00
300 MB over 1000 MB	Ethernet	£4,178.94	£101.65	£800.00	£5,080.59	£3,659.40	£21,215.62	£46,379.97	£12,388.59	£37,263.61	£62,427.96	£400.00
350 MB over 1000 MB	Ethernet	£4,178.94	£101.65	£800.00	£5,080.59	£3,659.40	£21,215.62	£46,379.97	£13,498.63	£38,373.65	£63,538.00	£400.00
400 MB over 1000 MB	Ethernet	£4,178.94	£101.65	£800.00	£5,080.59	£3,659.40	£21,215.62	£46,379.97	£14,608.66	£39,483.68	£64,648.03	£400.00
450 MB over 1000 MB	Ethernet	£4,178.94	£101.65	£800.00	£5,080.59	£3,659.40	£21,215.62	£46,379.97	£15,718.69	£40,593.71	£65,758.06	£400.00
500 MB over 1000 MB	Ethernet	£4,178.94	£101.65	£800.00	£5,080.59	£3,659.40	£21,215.62	£46,379.97	£16,828.72	£41,703.74	£66,868.09	£400.00
600 MB over 1000 MB	Ethernet	£4,178.94	£101.65	£800.00	£5,080.59	£3,659.40	£21,215.62	£46,379.97	£17,938.75	£42,813.77	£67,978.12	£400.00
700 MB over 1000 MB	Ethernet	£4,178.94	£101.65	£800.00	£5,080.59	£3,659.40	£21,215.62	£46,379.97	£19,048.78	£43,923.80	£69,088.15	£400.00
800 MB over 1000 MB	Ethernet	£4,178.94	£101.65	£800.00	£5,080.59	£3,659.40	£21,215.62	£46,379.97	£20,158.81	£45,033.83	£70,198.18	£400.00
900 MB over 1000 MB	Ethernet	£4,178.94	£101.65	£800.00	£5,080.59	£3,659.40	£21,215.62	£46,379.97	£21,268.84	£46,143.86	£71,308.21	£400.00

RM3808 Network Services 2

Lot 1 – Data Access Services

Vodafone PSN Connect Encrypt

Public Sector



1000 MB over 1000 MB	Ethernet	£4,178.94	£101.65	£800.00	£5,080.59	£3,659.40	£21,215.62	£46,379.97	£20,595.42	£45,470.44	£70,634.79	£400.00
----------------------	----------	-----------	---------	---------	-----------	-----------	------------	------------	------------	------------	------------	---------

- A connection is a Migrating Connection if a Customer Authority previously received the network access component of the “Connectivity Service” at the same capacity and premises pursuant to a call-off contract under the GSi framework (being the predecessor of the Framework Agree
- For the purposes of transition to PSN, the PSN circuit is considered a New Connection
- The Additional Distance Charge (KM) is calculated by measuring from the customer location to the closest Vodafone network site. The distance will be calculated at time of order and multiplied by the value within the appropriate cell above.

Early Termination Charge

- Where a Customer terminates the Service before the expiration of their minimum commitment under the Call-Off Contract, an early termination charge will be applicable and is calculated as follows:

Early termination charges - Access Charge(s)		
No. of months prior to end of term at which service is terminated	% of outstanding charges	
	imposed for early termination	
	Migrating	New
	Connections *	Connections
3 months	0%	0%
6 months	0%	50%
12 months	0%	65%
18 months	50%	65%

Early termination charges - CPE Charge(s)		
No. of months prior to end of term at which service is terminated	% of outstanding charges	
	imposed for early termination	
	Migrating	New
	Connections *	Connections
3 months	0%	0%
6 months	0%	15%
12 months	0%	30%
18 months	15%	40%

Early termination charges - VPN Charg (s)

RM3808 Network Services 2

Lot 1 – Data Access Services

Vodafone PSN Connect Encrypt

Public Sector



No. of months prior to end of term at which service is terminated	% of outstanding charges	
	imposed for early termination	
	Migrating	New
	Connections *	Connections
3 months	20%	
6 months	20%	
12 months	30%	
18 months	50%	

PSN Connect Encrypt 24 Month

Non Resilient Service

Install Charge

Annual Recurring Charge

Service	Technology	Access	CPE	VPN	Total	Access	Basic CPE	Premium CPE	VPN	Subtotal w/Basic CPE	Subtotal w/Prem CPE	Additional Distance Charge (Per KM)
---------	------------	--------	-----	-----	-------	--------	-----------	-------------	-----	----------------------	---------------------	-------------------------------------

RM3808 Network Services 2

Lot 1 – Data Access Services

Vodafone PSN Connect Encrypt

Public Sector



ADSL 16	ADSL	£ 102	£ 49	£ 100	£ 250	£ 305	£ 219	£ 708	£ 379	£ 904	£ 1,392	N/A
FTTC Elevated 40/10	VDSL	£ 173	£ 49	£ 100	£ 322	£ 714	£ 211	£ 757	£ 379	£ 1,304	£ 1,850	N/A
FTTC Elevated 80/20	VDSL	£ 173	£ 49	£ 100	£ 322	£ 714	£ 334	£ 1,210	£ 582	£ 1,630	£ 2,506	N/A
FTTC Assured 80/20	VDSL	£ 173	£ 49	£ 100	£ 322	£ 714	£ 334	£ 1,210	£ 2,624	£ 3,672	£ 4,548	N/A

2 MB over 10 MB	Ethernet	£ 2,089	£ 49	£ 400	£ 2,538	£ 1,552	£ 610	£ 861	£ 1,378	£ 3,540	£ 3,791	£ 200
4 MB over 10 MB	Ethernet	£ 2,089	£ 49	£ 400	£ 2,538	£ 1,552	£ 610	£ 861	£ 1,639	£ 3,801	£ 4,052	£ 200
6 MB over 10 MB	Ethernet	£ 2,089	£ 49	£ 400	£ 2,538	£ 1,552	£ 610	£ 861	£ 1,899	£ 4,061	£ 4,312	£ 200
8 MB over 10 MB	Ethernet	£ 2,089	£ 49	£ 400	£ 2,538	£ 1,552	£ 610	£ 861	£ 2,159	£ 4,321	£ 4,572	£ 200
10 MB over 10 MB	Ethernet	£ 2,089	£ 49	£ 400	£ 2,538	£ 1,552	£ 610	£ 861	£ 2,422	£ 4,584	£ 4,835	£ 200

RM3808 Network Services 2
Lot 1 – Data Access Services
Vodafone PSN Connect Encrypt
Public Sector



10 MB over 100 MB	Ethernet	£ 2,089	£ 49	£ 400	£ 2,538	£ 1,552	£ 1,775	£ 4,788	£ 2,422	£ 5,749	£ 8,762	£ 200
15 MB over 100 MB	Ethernet	£ 2,089	£ 49	£ 400	£ 2,538	£ 1,552	£ 1,775	£ 4,788	£ 2,523	£ 5,850	£ 8,863	£ 200
20 MB over 100 MB	Ethernet	£ 2,089	£ 49	£ 400	£ 2,538	£ 1,552	£ 1,775	£ 4,788	£ 2,624	£ 5,951	£ 8,964	£ 200
25 MB over 100 MB	Ethernet	£ 2,089	£ 49	£ 400	£ 2,538	£ 1,552	£ 1,775	£ 4,788	£ 2,726	£ 6,052	£ 9,065	£ 200
30 MB over 100 MB	Ethernet	£ 2,089	£ 49	£ 400	£ 2,538	£ 1,552	£ 1,775	£ 4,788	£ 2,827	£ 6,154	£ 9,166	£ 200
35 MB over 100 MB	Ethernet	£ 2,089	£ 49	£ 400	£ 2,538	£ 1,552	£ 1,775	£ 4,788	£ 2,928	£ 6,255	£ 9,267	£ 200
40 MB over 100 MB	Ethernet	£ 2,089	£ 49	£ 400	£ 2,538	£ 1,552	£ 1,775	£ 4,788	£ 3,029	£ 6,356	£ 9,369	£ 200
45 MB over 100 MB	Ethernet	£ 2,089	£ 49	£ 400	£ 2,538	£ 1,552	£ 1,775	£ 4,788	£ 3,130	£ 6,457	£ 9,470	£ 200
50 MB over 100 MB	Ethernet	£ 2,089	£ 49	£ 400	£ 2,538	£ 1,552	£ 1,775	£ 4,788	£ 3,231	£ 6,558	£ 9,571	£ 200
60 MB over 100 MB	Ethernet	£ 2,089	£ 49	£ 400	£ 2,538	£ 1,552	£ 1,775	£ 4,788	£ 3,340	£ 6,667	£ 9,680	£ 200
70 MB over 100 MB	Ethernet	£ 2,089	£ 49	£ 400	£ 2,538	£ 1,552	£ 1,775	£ 4,788	£ 3,449	£ 6,776	£ 9,789	£ 200
80 MB over 100 MB	Ethernet	£ 2,089	£ 49	£ 400	£ 2,538	£ 1,552	£ 1,775	£ 4,788	£ 3,558	£ 6,885	£ 9,897	£ 200

90 MB over 100 MB	Ethernet	£ 2,089	£ 49	£ 400	£ 2,538	£ 1,552	£ 1,775	£ 4,788	£ 3,667	£ 6,994	£ 10,006	£ 200
100 MB over 100 MB	Ethernet	£ 2,089	£ 49	£ 400	£ 2,538	£ 1,552	£ 1,775	£ 4,788	£ 3,776	£ 7,102	£ 10,115	£ 200

100 MB over 1000 MB	Ethernet	£ 2,089	£ 51	£ 400	£ 2,540	£ 1,830	£ 6,043	£ 13,211	£ 3,776	£ 11,648	£ 18,817	£ 200
150 MB over 1000 MB	Ethernet	£ 2,089	£ 51	£ 400	£ 2,540	£ 1,830	£ 6,043	£ 13,211	£ 4,303	£ 12,176	£ 19,344	£ 200
200 MB over 1000 MB	Ethernet	£ 2,089	£ 51	£ 400	£ 2,540	£ 1,830	£ 6,043	£ 13,211	£ 4,830	£ 12,703	£ 19,871	£ 200
250 MB over 1000 MB	Ethernet	£ 2,089	£ 51	£ 400	£ 2,540	£ 1,830	£ 6,043	£ 13,211	£ 5,357	£ 13,230	£ 20,398	£ 200

RM3808 Network Services 2

Lot 1 – Data Access Services

Vodafone PSN Connect Encrypt

Public Sector



300 MB over 1000 MB	Ethernet	£ 2,089	£ 51	£ 400	£ 2,540	£ 1,830	£ 6,043	£ 13,211	£ 5,885	£ 13,758	£ 20,926	£ 200
350 MB over 1000 MB	Ethernet	£ 2,089	£ 51	£ 400	£ 2,540	£ 1,830	£ 6,043	£ 13,211	£ 6,412	£ 14,285	£ 21,453	£ 200
400 MB over 1000 MB	Ethernet	£ 2,089	£ 51	£ 400	£ 2,540	£ 1,830	£ 6,043	£ 13,211	£ 6,939	£ 14,812	£ 21,980	£ 200
450 MB over 1000 MB	Ethernet	£ 2,089	£ 51	£ 400	£ 2,540	£ 1,830	£ 6,043	£ 13,211	£ 7,466	£ 15,339	£ 22,507	£ 200
500 MB over 1000 MB	Ethernet	£ 2,089	£ 51	£ 400	£ 2,540	£ 1,830	£ 6,043	£ 13,211	£ 7,994	£ 15,867	£ 23,035	£ 200
600 MB over 1000 MB	Ethernet	£ 2,089	£ 51	£ 400	£ 2,540	£ 1,830	£ 6,043	£ 13,211	£ 8,351	£ 16,224	£ 23,393	£ 200
700 MB over 1000 MB	Ethernet	£ 2,089	£ 51	£ 400	£ 2,540	£ 1,830	£ 6,043	£ 13,211	£ 8,709	£ 16,582	£ 23,750	£ 200
800 MB over 1000 MB	Ethernet	£ 2,089	£ 51	£ 400	£ 2,540	£ 1,830	£ 6,043	£ 13,211	£ 9,067	£ 16,940	£ 24,108	£ 200
900 MB over 1000 MB	Ethernet	£ 2,089	£ 51	£ 400	£ 2,540	£ 1,830	£ 6,043	£ 13,211	£ 9,425	£ 17,298	£ 24,466	£ 200
1000 MB over 1000 MB	Ethernet	£ 2,089	£ 51	£ 400	£ 2,540	£ 1,830	£ 6,043	£ 13,211	£ 9,783	£ 17,656	£ 24,824	£ 200

- Dual Diverse resilient services assume that the existing fibre infrastructure already exists to support the service. If it does not exist additional charges will apply.
- The Additional Distance Charge (KM) is calculated by measuring from the customer location to the closest Vodafone network site. The distance will be calculated at time of order and multiplied by the value within the appropriate cell above.

Resilient Service

RM3808 Network Services 2

Lot 1 – Data Access Services

Vodafone PSN Connect Encrypt

Public Sector



Install Charge					Annual Recurring Charge							
Service	Technology	Access	CPE	VPN	Total	Access	Basic CPE	Premium CPE	VPN	Subtotal w/Basic CPE	Subtotal w/Prem CPE	Additional Distance Charge (Per KM)
ADSL 16	ADSL	£203.30	£97.58	£200.00	£500.88	£609.90	£951.35	£3,990.43	£758.96	£2,320.22	£5,359.29	N/A
FTTC Elevated 40/10	VDSL	£345.61	£97.58	£200.00	£643.19	£1,427.17	£1,434.15	£3,278.83	£758.96	£3,620.28	£5,464.96	N/A
FTTC Elevated 80/20	VDSL	£345.61	£97.58	£200.00	£643.19	£1,427.17	£1,434.15	£5,254.88	£1,164.55	£4,025.86	£7,846.60	N/A
FTTC Assured 80/20	VDSL	£345.61	£97.58	£200.00	£643.19	£1,427.17	£1,434.15	£5,254.88	£5,248.85	£8,110.16	£11,930.90	N/A
2 MB over 10 MB	Ethernet	£4,178.94	£97.58	£800.00	£5,076.53	£3,103.71	£1,220.20	£1,722.34	£2,756.69	£7,080.61	£7,582.75	£400.00
4 MB over 10 MB	Ethernet	£4,178.94	£97.58	£800.00	£5,076.53	£3,103.71	£1,220.20	£1,722.34	£3,277.08	£7,601.00	£8,103.14	£400.00
6 MB over 10 MB	Ethernet	£4,178.94	£97.58	£800.00	£5,076.53	£3,103.71	£1,220.20	£1,722.34	£3,797.48	£8,121.39	£8,623.53	£400.00
8 MB over 10 MB	Ethernet	£4,178.94	£97.58	£800.00	£5,076.53	£3,103.71	£1,220.20	£1,722.34	£4,317.87	£8,641.78	£9,143.92	£400.00
10 MB over 10 MB	Ethernet	£4,178.94	£97.58	£800.00	£5,076.53	£3,103.71	£1,220.20	£1,722.34	£4,844.47	£9,168.39	£9,670.53	£400.00
10 MB over 100 MB	Ethernet	£4,178.94	£97.58	£800.00	£5,076.53	£3,103.71	£3,550.14	£9,575.83	£4,844.47	£11,498.32	£17,524.01	£400.00
15 MB over 100 MB	Ethernet	£4,178.94	£97.58	£800.00	£5,076.53	£3,103.71	£3,550.14	£9,575.83	£5,046.66	£11,700.51	£17,726.20	£400.00
20 MB over 100 MB	Ethernet	£4,178.94	£97.58	£800.00	£5,076.53	£3,103.71	£3,550.14	£9,575.83	£5,248.85	£11,902.70	£17,928.39	£400.00
25 MB over 100 MB	Ethernet	£4,178.94	£97.58	£800.00	£5,076.53	£3,103.71	£3,550.14	£9,575.83	£5,451.03	£12,104.88	£18,130.58	£400.00
30 MB over 100 MB	Ethernet	£4,178.94	£97.58	£800.00	£5,076.53	£3,103.71	£3,550.14	£9,575.83	£5,653.22	£12,307.07	£18,332.76	£400.00
35 MB over 100 MB	Ethernet	£4,178.94	£97.58	£800.00	£5,076.53	£3,103.71	£3,550.14	£9,575.83	£5,855.41	£12,509.26	£18,534.95	£400.00
40 MB over 100 MB	Ethernet	£4,178.94	£97.58	£800.00	£5,076.53	£3,103.71	£3,550.14	£9,575.83	£6,057.60	£12,711.45	£18,737.14	£400.00

RM3808 Network Services 2

Lot 1 – Data Access Services

Vodafone PSN Connect Encrypt

Public Sector



45 MB over 100 MB	Ethernet	£4,178.94	£97.58	£800.00	£5,076.53	£3,103.71	£3,550.14	£9,575.83	£6,259.79	£12,913.64	£18,939.33	£400.00
50 MB over 100 MB	Ethernet	£4,178.94	£97.58	£800.00	£5,076.53	£3,103.71	£3,550.14	£9,575.83	£6,461.98	£13,115.83	£19,141.52	£400.00
60 MB over 100 MB	Ethernet	£4,178.94	£97.58	£800.00	£5,076.53	£3,103.71	£3,550.14	£9,575.83	£6,679.79	£13,333.64	£19,359.33	£400.00
70 MB over 100 MB	Ethernet	£4,178.94	£97.58	£800.00	£5,076.53	£3,103.71	£3,550.14	£9,575.83	£6,897.60	£13,551.45	£19,577.14	£400.00
80 MB over 100 MB	Ethernet	£4,178.94	£97.58	£800.00	£5,076.53	£3,103.71	£3,550.14	£9,575.83	£7,115.42	£13,769.27	£19,794.96	£400.00
90 MB over 100 MB	Ethernet	£4,178.94	£97.58	£800.00	£5,076.53	£3,103.71	£3,550.14	£9,575.83	£7,333.23	£13,987.08	£20,012.77	£400.00
100 MB over 100 MB	Ethernet	£4,178.94	£97.58	£800.00	£5,076.53	£3,103.71	£3,550.14	£9,575.83	£7,551.04	£14,204.89	£20,230.58	£400.00
100 MB over 1000 MB	Ethernet	£4,178.94	£101.65	£800.00	£5,080.59	£3,659.40	£12,086.53	£26,422.66	£7,551.04	£23,296.98	£37,633.10	£400.00
150 MB over 1000 MB	Ethernet	£4,178.94	£101.65	£800.00	£5,080.59	£3,659.40	£12,086.53	£26,422.66	£8,605.57	£24,351.51	£38,687.63	£400.00
200 MB over 1000 MB	Ethernet	£4,178.94	£101.65	£800.00	£5,080.59	£3,659.40	£12,086.53	£26,422.66	£9,660.10	£25,406.04	£39,742.16	£400.00
250 MB over 1000 MB	Ethernet	£4,178.94	£101.65	£800.00	£5,080.59	£3,659.40	£12,086.53	£26,422.66	£10,714.63	£26,460.57	£40,796.69	£400.00
300 MB over 1000 MB	Ethernet	£4,178.94	£101.65	£800.00	£5,080.59	£3,659.40	£12,086.53	£26,422.66	£11,769.16	£27,515.10	£41,851.22	£400.00
350 MB over 1000 MB	Ethernet	£4,178.94	£101.65	£800.00	£5,080.59	£3,659.40	£12,086.53	£26,422.66	£12,823.69	£28,569.63	£42,905.75	£400.00
400 MB over 1000 MB	Ethernet	£4,178.94	£101.65	£800.00	£5,080.59	£3,659.40	£12,086.53	£26,422.66	£13,878.23	£29,624.16	£43,960.29	£400.00
450 MB over 1000 MB	Ethernet	£4,178.94	£101.65	£800.00	£5,080.59	£3,659.40	£12,086.53	£26,422.66	£14,932.76	£30,678.69	£45,014.82	£400.00
500 MB over 1000 MB	Ethernet	£4,178.94	£101.65	£800.00	£5,080.59	£3,659.40	£12,086.53	£26,422.66	£15,987.29	£31,733.22	£46,069.35	£400.00
600 MB over 1000 MB	Ethernet	£4,178.94	£101.65	£800.00	£5,080.59	£3,659.40	£12,086.53	£26,422.66	£16,702.96	£32,448.89	£46,785.02	£400.00
700 MB over 1000 MB	Ethernet	£4,178.94	£101.65	£800.00	£5,080.59	£3,659.40	£12,086.53	£26,422.66	£17,418.63	£33,164.57	£47,500.69	£400.00
800 MB over 1000 MB	Ethernet	£4,178.94	£101.65	£800.00	£5,080.59	£3,659.40	£12,086.53	£26,422.66	£18,134.30	£33,880.24	£48,216.36	£400.00
900 MB over 1000 MB	Ethernet	£4,178.94	£101.65	£800.00	£5,080.59	£3,659.40	£12,086.53	£26,422.66	£18,849.98	£34,595.91	£48,932.04	£400.00
1000 MB over 1000 MB	Ethernet	£4,178.94	£101.65	£800.00	£5,080.59	£3,659.40	£12,086.53	£26,422.66	£19,565.65	£35,311.58	£49,647.71	£400.00

RM3808 Network Services 2

Lot 1 – Data Access Services

Vodafone PSN Connect Encrypt

Public Sector



--	--	--	--	--	--	--	--	--	--	--	--	--

- A connection is a Migrating Connection if a Customer Authority previously received the network access component of the “Connectivity Service” at the same capacity and premises pursuant to a call-off contract under the GSi framework (being the predecessor of the Framework Agree
- For the purposes of transition to PSN, the PSN circuit is considered a New Connection
- The Additional Distance Charge (KM) is calculated by measuring from the customer location to the closest Vodafone network site. The distance will be calculated at time of order and multiplied by the value within the appropriate cell above.

RM3808 Network Services 2

Lot 1 – Data Access Services

Vodafone PSN Connect Encrypt

Public Sector

Early Termination Charge



- Where a Customer terminates the Service before the expiration of their minimum commitment under the CallOff Contract, an early termination charge will be applicable and is calculated as follows:

RM3808 Network Services 2

Lot 1 – Data Access Services

Vodafone PSN Connect Encrypt

Public Sector



RM3808 Network Services 2

Lot 1 – Data Access Services

Vodafone PSN Connect Encrypt

Public Sector



RM3808-Lot1-VodafoneLtd-#003

Early termination charges - VPN Charge(s)		
No. of months prior to end of term at which service is terminated	% of outstanding charges	
	imposed for early termination	
	Migrating	New
	Connections *	Connections
3 months	20%	
6 months	20%	
12 months	30%	
18 months	50%	
Early termination charges - CPE Charge(s)		
No. of months prior to end of term at which service is terminated	% of outstanding charges	
	imposed for early termination	
	Migrating	New
	Connections *	Connections
3 months	0%	0%
6 months	0%	15%
12 months	0%	30%
18 months	15%	40%
Early termination charges - Access Charge(s)		
No. of months prior to end of term at which service is terminated	% of outstanding charges	
	imposed for early termination	
	Migrating	New
	Connections *	Connections
3 months	0%	0%
6 months	0%	50%
12 months	0%	65%
18 months	50%	65%

RM3808 Network Services 2

Lot 1 – Data Access Services

Vodafone PSN Connect Encrypt

Public Sector



PSN Connect Encrypt 36 Month

Non Resilient Service

Install Charge

Annual Recurring Charge

Service	Technology	Access	CPE	VPN	Total	Access	Basic CPE	Premium CPE	VPN	Subtotal w/Basic CPE	Subtotal w/Prem CPE	Additional Distance Charge (Per KM)
ADSL 16	ADSL	£ 101.65	£ 49	£ 100.00	£ 250	£ 305	£ 164	£ 530	£ 360	£ 829	£ 1,194	N/A
FTTC Elevated 40/10	VDSL	£ 172.81	£ 49	£ 100.00	£ 322	£ 714	£ 158	£ 567	£ 360	£ 1,231	£ 1,640	N/A
FTTC Elevated 80/20	VDSL	£ 172.81	£ 49	£ 100.00	£ 322	£ 714	£ 250	£ 906	£ 552	£ 1,515	£ 2,171	N/A
FTTC Assured 80/20	VDSL	£ 172.81	£ 49	£ 100.00	£ 322	£ 714	£ 250	£ 906	£ 2,486	£ 3,450	£ 4,106	N/A
2 MB over 10 MB	Ethernet	£ 2,089	£ 49	£ 400	£ 2,538	£ 1,552	£ 457	£ 645	£ 1,306	£ 3,314	£ 3,502	£ 200
4 MB over 10 MB	Ethernet	£ 2,089	£ 49	£ 400	£ 2,538	£ 1,552	£ 457	£ 645	£ 1,552	£ 3,561	£ 3,749	£ 200
6 MB over 10 MB	Ethernet	£ 2,089	£ 49	£ 400	£ 2,538	£ 1,552	£ 457	£ 645	£ 1,799	£ 3,807	£ 3,995	£ 200
8 MB over 10 MB	Ethernet	£ 2,089	£ 49	£ 400	£ 2,538	£ 1,552	£ 457	£ 645	£ 2,045	£ 4,054	£ 4,242	£ 200
10 MB over 10 MB	Ethernet	£ 2,089	£ 49	£ 400	£ 2,538	£ 1,552	£ 457	£ 645	£ 2,295	£ 4,303	£ 4,491	£ 200

RM3808 Network Services 2

Lot 1 – Data Access Services

Vodafone PSN Connect Encrypt

Public Sector



10 MB over 100 MB	Ethernet	£ 2,089	£ 49	£ 400	£ 2,538	£ 1,552	£ 1,329	£ 3,585	£ 2,295	£ 5,176	£ 7,431	£ 200
15 MB over 100 MB	Ethernet	£ 2,089	£ 49	£ 400	£ 2,538	£ 1,552	£ 1,329	£ 3,585	£ 2,391	£ 5,271	£ 7,527	£ 200
20 MB over 100 MB	Ethernet	£ 2,089	£ 49	£ 400	£ 2,538	£ 1,552	£ 1,329	£ 3,585	£ 2,486	£ 5,367	£ 7,623	£ 200
25 MB over 100 MB	Ethernet	£ 2,089	£ 49	£ 400	£ 2,538	£ 1,552	£ 1,329	£ 3,585	£ 2,582	£ 5,463	£ 7,719	£ 200
30 MB over 100 MB	Ethernet	£ 2,089	£ 49	£ 400	£ 2,538	£ 1,552	£ 1,329	£ 3,585	£ 2,678	£ 5,559	£ 7,814	£ 200
35 MB over 100 MB	Ethernet	£ 2,089	£ 49	£ 400	£ 2,538	£ 1,552	£ 1,329	£ 3,585	£ 2,774	£ 5,654	£ 7,910	£ 200
40 MB over 100 MB	Ethernet	£ 2,089	£ 49	£ 400	£ 2,538	£ 1,552	£ 1,329	£ 3,585	£ 2,869	£ 5,750	£ 8,006	£ 200
45 MB over 100 MB	Ethernet	£ 2,089	£ 49	£ 400	£ 2,538	£ 1,552	£ 1,329	£ 3,585	£ 2,965	£ 5,846	£ 8,102	£ 200
50 MB over 100 MB	Ethernet	£ 2,089	£ 49	£ 400	£ 2,538	£ 1,552	£ 1,329	£ 3,585	£ 3,061	£ 5,942	£ 8,197	£ 200
60 MB over 100 MB	Ethernet	£ 2,089	£ 49	£ 400	£ 2,538	£ 1,552	£ 1,329	£ 3,585	£ 3,164	£ 6,045	£ 8,301	£ 200
70 MB over 100 MB	Ethernet	£ 2,089	£ 49	£ 400	£ 2,538	£ 1,552	£ 1,329	£ 3,585	£ 3,267	£ 6,148	£ 8,404	£ 200
80 MB over 100 MB	Ethernet	£ 2,089	£ 49	£ 400	£ 2,538	£ 1,552	£ 1,329	£ 3,585	£ 3,370	£ 6,251	£ 8,507	£ 200
90 MB over 100 MB	Ethernet	£ 2,089	£ 49	£ 400	£ 2,538	£ 1,552	£ 1,329	£ 3,585	£ 3,474	£ 6,354	£ 8,610	£ 200
100 MB over 100 MB	Ethernet	£ 2,089	£ 49	£ 400	£ 2,538	£ 1,552	£ 1,329	£ 3,585	£ 3,577	£ 6,458	£ 8,713	£ 200
100 MB over 1000 MB	Ethernet	£ 2,089	£ 51	£ 400	£ 2,540	£ 1,830	£ 4,525	£ 9,891	£ 3,577	£ 9,931	£ 15,298	£ 200
150 MB over 1000 MB	Ethernet	£ 2,089	£ 51	£ 400	£ 2,540	£ 1,830	£ 4,525	£ 9,891	£ 4,076	£ 10,431	£ 15,797	£ 200
200 MB over 1000 MB	Ethernet	£ 2,089	£ 51	£ 400	£ 2,540	£ 1,830	£ 4,525	£ 9,891	£ 4,576	£ 10,930	£ 16,297	£ 200
250 MB over 1000 MB	Ethernet	£ 2,089	£ 51	£ 400	£ 2,540	£ 1,830	£ 4,525	£ 9,891	£ 5,075	£ 11,430	£ 16,796	£ 200
300 MB over 1000 MB	Ethernet	£ 2,089	£ 51	£ 400	£ 2,540	£ 1,830	£ 4,525	£ 9,891	£ 5,575	£ 11,929	£ 17,296	£ 200
350 MB over 1000 MB	Ethernet	£ 2,089	£ 51	£ 400	£ 2,540	£ 1,830	£ 4,525	£ 9,891	£ 6,074	£ 12,429	£ 17,795	£ 200

RM3808 Network Services 2

Lot 1 – Data Access Services

Vodafone PSN Connect Encrypt

Public Sector



400 MB over 1000 MB	Ethernet	£ 2,089	£ 51	£ 400	£ 2,540	£ 1,830	£ 4,525	£ 9,891	£ 6,574	£ 12,928	£ 18,295	£ 200
450 MB over 1000 MB	Ethernet	£ 2,089	£ 51	£ 400	£ 2,540	£ 1,830	£ 4,525	£ 9,891	£ 7,073	£ 13,428	£ 18,794	£ 200
500 MB over 1000 MB	Ethernet	£ 2,089	£ 51	£ 400	£ 2,540	£ 1,830	£ 4,525	£ 9,891	£ 7,573	£ 13,927	£ 19,294	£ 200
600 MB over 1000 MB	Ethernet	£ 2,089	£ 51	£ 400	£ 2,540	£ 1,830	£ 4,525	£ 9,891	£ 7,912	£ 14,266	£ 19,633	£ 200
700 MB over 1000 MB	Ethernet	£ 2,089	£ 51	£ 400	£ 2,540	£ 1,830	£ 4,525	£ 9,891	£ 8,251	£ 14,605	£ 19,972	£ 200
800 MB over 1000 MB	Ethernet	£ 2,089	£ 51	£ 400	£ 2,540	£ 1,830	£ 4,525	£ 9,891	£ 8,590	£ 14,944	£ 20,311	£ 200
900 MB over 1000 MB	Ethernet	£ 2,089	£ 51	£ 400	£ 2,540	£ 1,830	£ 4,525	£ 9,891	£ 8,929	£ 15,283	£ 20,650	£ 200
1000 MB over 1000 MB	Ethernet	£ 2,089	£ 51	£ 400	£ 2,540	£ 1,830	£ 4,525	£ 9,891	£ 9,268	£ 15,622	£ 20,989	£ 200

- Dual Diverse resilient services assume that the existing fibre infrastructure already exists to support the service. If it does not exist additional charges will apply.
- The Additional Distance Charge (KM) is calculated by measuring from the customer location to the closest Vodafone network site. The distance will be calculated at time of order and multiplied by the value within the appropriate cell above.

RM3808 Network Services 2
Lot 1 – Data Access Services
Vodafone PSN Connect Encrypt
Public Sector



Resilient Service

Install Charge					Annual Recurring Charge							
Service	Technology	Access	CPE	VPN	Total	Access	Basic CPE	Premium CPE	VPN	Subtotal w/Basic CPE	Subtotal w/Prem CPE	Additional Distance Charge (Per KM)
ADSL 16	ADSL	£203.30	£97.58	£200.00	£500.88	£609.90	£951.35	£3,990.43	£719.02	£2,280.27	£5,319.35	N/A
FTTC Elevated 40/10	VDSL	£345.61	£97.58	£200.00	£643.19	£1,427.17	£1,434.15	£3,278.83	£719.02	£3,580.33	£5,425.01	N/A
FTTC Elevated 80/20	VDSL	£345.61	£97.58	£200.00	£643.19	£1,427.17	£1,434.15	£5,254.88	£1,103.26	£3,964.57	£7,785.31	N/A
FTTC Assured 80/20	VDSL	£345.61	£97.58	£200.00	£643.19	£1,427.17	£1,434.15	£5,254.88	£4,972.59	£7,833.90	£11,654.64	N/A
2 MB over 10 MB	Ethernet	£4,178.94	£97.58	£800.00	£5,076.53					£6,628.87	£7,004.81	£400.00
4 MB over 10 MB	Ethernet	£4,178.94	£97.58	£800.00	£5,076.53	£3,103.71	£913.55	£1,289.49	£3,104.61	£7,121.87	£7,497.81	£400.00
6 MB over 10 MB	Ethernet	£4,178.94	£97.58	£800.00	£5,076.53	£3,103.71	£913.55	£1,289.49	£3,597.61	£7,614.87	£7,990.82	£400.00
8 MB over 10 MB	Ethernet	£4,178.94	£97.58	£800.00	£5,076.53	£3,103.71	£913.55	£1,289.49	£4,090.61	£8,107.87	£8,483.82	£400.00
10 MB over 10 MB	Ethernet	£4,178.94	£97.58	£800.00	£5,076.53	£3,103.71	£913.55	£1,289.49	£4,589.50	£8,606.76	£8,982.71	£400.00
10 MB over 100 MB	Ethernet	£4,178.94	£97.58	£800.00	£5,076.53	£3,103.71	£2,657.94	£7,169.29	£4,589.50	£10,351.15	£14,862.50	£400.00
15 MB over 100 MB	Ethernet	£4,178.94	£97.58	£800.00	£5,076.53	£3,103.71	£2,657.94	£7,169.29	£4,781.04	£10,542.70	£15,054.05	£400.00
20 MB over 100 MB	Ethernet	£4,178.94	£97.58	£800.00	£5,076.53	£3,103.71	£2,657.94	£7,169.29	£4,972.59	£10,734.24	£15,245.59	£400.00
25 MB over 100 MB	Ethernet	£4,178.94	£97.58	£800.00	£5,076.53	£3,103.71	£2,657.94	£7,169.29	£5,164.14	£10,925.79	£15,437.14	£400.00
30 MB over 100 MB	Ethernet	£4,178.94	£97.58	£800.00	£5,076.53	£3,103.71	£2,657.94	£7,169.29	£5,355.68	£11,117.34	£15,628.69	£400.00
35 MB over 100 MB	Ethernet	£4,178.94	£97.58	£800.00	£5,076.53	£3,103.71	£2,657.94	£7,169.29	£5,547.23	£11,308.88	£15,820.23	£400.00
40 MB over 100 MB	Ethernet	£4,178.94	£97.58	£800.00	£5,076.53	£3,103.71	£2,657.94	£7,169.29	£5,738.78	£11,500.43	£16,011.78	£400.00
45 MB over 100 MB	Ethernet	£4,178.94	£97.58	£800.00	£5,076.53	£3,103.71	£2,657.94	£7,169.29	£5,930.32	£11,691.98	£16,203.33	£400.00

RM3808 Network Services 2

Lot 1 – Data Access Services

Vodafone PSN Connect Encrypt

Public Sector



50 MB over 100 MB	Ethernet	£4,178.94	£97.58	£800.00	£5,076.53	£3,103.71	£2,657.94	£7,169.29	£6,121.87	£11,883.52	£16,394.87	£400.00
60 MB over 100 MB	Ethernet	£4,178.94	£97.58	£800.00	£5,076.53	£3,103.71	£2,657.94	£7,169.29	£6,328.22	£12,089.87	£16,601.22	£400.00
70 MB over 100 MB	Ethernet	£4,178.94	£97.58	£800.00	£5,076.53	£3,103.71	£2,657.94	£7,169.29	£6,534.57	£12,296.22	£16,807.57	£400.00
80 MB over 100 MB	Ethernet	£4,178.94	£97.58	£800.00	£5,076.53	£3,103.71	£2,657.94	£7,169.29	£6,740.92	£12,502.57	£17,013.92	£400.00
90 MB over 100 MB	Ethernet	£4,178.94	£97.58	£800.00	£5,076.53	£3,103.71	£2,657.94	£7,169.29	£6,947.27	£12,708.92	£17,220.27	£400.00
100 MB over 100 MB	Ethernet	£4,178.94	£97.58	£800.00	£5,076.53	£3,103.71	£2,657.94	£7,169.29	£7,153.62	£12,915.27	£17,426.62	£400.00
100 MB over 1000 MB	Ethernet	£4,178.94	£101.65	£800.00	£5,080.59	£3,659.40	£9,049.02	£19,782.28	£7,153.62	£19,862.04	£30,595.29	£400.00
150 MB over 1000 MB	Ethernet	£4,178.94	£101.65	£800.00	£5,080.59	£3,659.40	£9,049.02	£19,782.28	£8,152.65	£20,861.07	£31,594.32	£400.00
200 MB over 1000 MB	Ethernet	£4,178.94	£101.65	£800.00	£5,080.59	£3,659.40	£9,049.02	£19,782.28	£9,151.68	£21,860.10	£32,593.35	£400.00
250 MB over 1000 MB	Ethernet	£4,178.94	£101.65	£800.00	£5,080.59	£3,659.40	£9,049.02	£19,782.28	£10,150.71	£22,859.12	£33,592.38	£400.00
300 MB over 1000 MB	Ethernet	£4,178.94	£101.65	£800.00	£5,080.59	£3,659.40	£9,049.02	£19,782.28	£11,149.73	£23,858.15	£34,591.41	£400.00
350 MB over 1000 MB	Ethernet	£4,178.94	£101.65	£800.00	£5,080.59	£3,659.40	£9,049.02	£19,782.28	£12,148.76	£24,857.18	£35,590.44	£400.00
400 MB over 1000 MB	Ethernet	£4,178.94	£101.65	£800.00	£5,080.59	£3,659.40	£9,049.02	£19,782.28	£13,147.79	£25,856.21	£36,589.47	£400.00
450 MB over 1000 MB	Ethernet	£4,178.94	£101.65	£800.00	£5,080.59	£3,659.40	£9,049.02	£19,782.28	£14,146.82	£26,855.24	£37,588.50	£400.00
500 MB over 1000 MB	Ethernet	£4,178.94	£101.65	£800.00	£5,080.59	£3,659.40	£9,049.02	£19,782.28	£15,145.85	£27,854.27	£38,587.53	£400.00
600 MB over 1000 MB	Ethernet	£4,178.94	£101.65	£800.00	£5,080.59	£3,659.40	£9,049.02	£19,782.28	£15,823.86	£28,532.27	£39,265.53	£400.00
700 MB over 1000 MB	Ethernet	£4,178.94	£101.65	£800.00	£5,080.59	£3,659.40	£9,049.02	£19,782.28	£16,501.86	£29,210.28	£39,943.54	£400.00
800 MB over 1000 MB	Ethernet	£4,178.94	£101.65	£800.00	£5,080.59	£3,659.40	£9,049.02	£19,782.28	£17,179.87	£29,888.29	£40,621.54	£400.00
900 MB over 1000 MB	Ethernet	£4,178.94	£101.65	£800.00	£5,080.59	£3,659.40	£9,049.02	£19,782.28	£17,857.87	£30,566.29	£41,299.55	£400.00
1000 MB over 1000 MB	Ethernet	£4,178.94	£101.65	£800.00	£5,080.59	£3,659.40	£9,049.02	£19,782.28	£18,535.88	£31,244.30	£41,977.55	£400.00

- A connection is a Migrating Connection if a Customer Authority previously received the network access component of the “Connectivity Service” at the same capacity and premises pursuant to a call-off contract under the GSi framework (being the predecessor of the Framework Agree

RM3808 Network Services 2

Lot 1 – Data Access Services

Vodafone PSN Connect Encrypt

Public Sector



- For the purposes of transition to PSN, the PSN circuit is considered a New Connection
- The Additional Distance Charge (KM) is calculated by measuring from the customer location to the closest Vodafone network site. The distance will be calculated at time of order and multiplied by the value within the appropriate cell above.

Early Termination Charge

- Where a Customer terminates the Service before the expiration of their minimum commitment under the Call-Off Contract, an early termination charge will be applicable and is calculated as follows:

Early termination charges - VPN Charge s)		
No. of months prior to end of term at which service is terminated	% of outstanding charges	
	imposed for early termination	
	Migrating	New
	Connections *	Connections
3 months	20%	
6 months	20%	
12 months	30%	
18 months	50%	

Early termination charges - Access Charge(s)		
No. of months prior to end of term at which service is terminated	% of outstanding charges	
	imposed for early termination	
	Migrating	New
	Connections *	Connections
3 months	0%	0%
6 months	0%	50%
12 months	0%	65%
18 months	50%	65%

RM3808 Network Services 2

Lot 1 – Data Access Services

Vodafone PSN Connect Encrypt

Public Sector



Early termination charges - CPE Charge(s)		
No. of months prior to end of term at which service is terminated	% of outstanding charges	
	imposed for early termination	
	Migrating	New
	Connections *	Connections
3 months	0%	0%
6 months	0%	15%
12 months	0%	30%
18 months	15%	40%

RM3808 Network Services 2

Lot 1 – Data Access Services

Vodafone PSN Connect Encrypt

Public Sector

8.2 Ancillary Services

Professional Services

A range of professional services including technical consultancy, project management and on-site service management.

Charges	
	Maximum daily rates excluding expenses
Consultants	
Junior Consultant	£ 615
Consultant	£ 720
Senior Consultant	£ 850
Principal Consultant	£ 850
Partner/ Director	£ 1,000
Contractors / IT Specialists	
Senior Analyst/ Team Leader	£ 570
Systems Analyst & Designers	£ 570
Analyst/ Programmers	£ 570
Application Programmers	£ 570
System Programmers	£ 570
Database Administrators	£ 570
Network Administrators	£ 430
Capacity Planners	£ 475
Configuration Managers	£ 475
IT Trainers	£ 475
Documentation Specialists	£ 380
Project Administrators	£ 475

9. Key Sub-Contractors

- Openreach Limited
 - Kelvin House, 123 Judd Street, London, United Kingdom, WC1H 9NP ○ 10690039
- Virgin Media Limited
 - Media House, Bartley Wood Business Park, Hook, Hampshire, RG27 9UP
 - 02591237
- Entrust Limited
 - 60 Holly Walk, Leamington Spa, Warwickshire, CV32 4JE ○ 03135472



10. Definitions

Buyer	Where used in this SSO or Call-Off Contract means the Customer
Customer	The entity identified as the Buyer in the Call-Off Contract
Supplier	Where used in this SSO or Call-Off Contract means Vodafone
Vodafone	Vodafone Limited, registered number 01471587, and registered office Vodafone House, The Connection, Newbury, Berkshire RG14 2FN.

Appendix 1 Service Specific Terms PSN Connect Service

1.

The Service – Overview

1.1

The Vodafone **PSN Connect Service** (the “**PSN Connect Service**”) is a PSN Compliant IP network solution that provides a VPN running over an IP Backbone Core to connect Customer Sites via a Router with an option to connect the PSN Shared Service Domain. Vodafone is authorised by the Public Service Network team in the Cabinet Office to provide PSN compliant services. The term “**Service**” or “**Services**” in these Service Terms means the PSN Connect Service. Vodafone is authorised by the Public Service Network team in the Cabinet Office to provide PSN compliant services.

2.

Service Term Structure

2.1

These Service Specific Terms include: (a) the service specification, which sets out a description of the Service, including optional Service Elements and complementary Services (where applicable) and may be updated from time to time (the “**Service Specification**”); (b) the service levels which set out the standards that will be applied to the provision of the Service (in addition to the standards set out in the Tiered Support Service Specific Terms) (the “**Service Levels**”); and (c) the PSN Connect Mandatory Terms;

2.2

The following documents further govern Vodafone’s supply of the Service and form part of the Agreement, applying in the order of precedence set out in the General Terms: (a) where applicable, the statement of work, which is prepared for the Customer by Vodafone that contains further details of the Service (the “**Statement of Work**”);

3.

The Service 3.1 Following the Agreement Start Date, Vodafone may complete any necessary preparatory works which may include reserving network capacity and components, entering into Third Party Provider contracts, ordering equipment and completing Site Surveys.

3.2

Service Packages: The Service offers Customer the option to purchase the following service packages:

- (a) Wires Only
- (b) Maintained; or
- (c) Managed

3.3

Service Elements: In addition to the service package selected by Customer, the Service shall comprise:

- (a) Core Service Elements; and
- (b) Additional Optional Service Elements (where selected) as set out below.

Both Core Service Elements and Optional Service Elements shall be set out in the Call-Off Contract and/or Order (as may be applicable). The Service Specification summarises the available Core Service Elements and the Optional Service Elements which are available subject to additional Charges.

3.4

Mandatory Terms: In order to receive the Service, Customer must comply with the PSN Connect Mandatory Terms set out in these Service Specific Terms.

3.5

Optional Service Elements:

- (a) **Network Performance Reporting:** (i) The Network Performance Reporting Service shall be provisioned once core Managed Network Services have been delivered to a minimum of two Customer Sites. Subject to the foregoing, where Customer orders Network Performance Reporting, Vodafone will use reasonable endeavours to provide the Network Performance Reporting Service within 10 Working Days of the Agreed Delivery Date for the Services.
- (ii) If Customer orders a change to the configuration of the Network Performance Reporting Service, Vodafone will endeavour to provision the configuration change within 10 Working Days of Vodafone’s acceptance of the Order.

4.

Equipment



4.1

The Call-Off Contract and/or Order will identify which Fixed Equipment, if any, Vodafone will supply to the Customer and which of such Equipment will be purchased by Customer. Associated Charges shall be set out in the Call-Off Contract and/or Order.

4.2

Customer Equipment required for use of the Service will be identified in the Call-Off Contract and/or Order.

4.3

In the event Vodafone provide Equipment in conjunction with the Service, the Equipment terms and Intellectual Property Rights in terms of associated licenses shall apply as set out in the General Terms and Service Terms.

4.4

Vodafone Supplied Router: Where Customer has chosen to use a Vodafone Supplied Router as part of the Service:

4

Vodafone will be responsible for the installation, maintenance, performance, change requests and compatibility of that Vodafone Supplied Router with the Service, as set out in the Vodafone Router Maintenance Terms.

(a)

Customer will be responsible for: (i) placing the Vodafone Supplied Router in a suitably secure location and appointing a local security representative to ensure physical security of the Vodafone Supplied Router, including but not limited to Customer: (a) ensuring that access to the communications room in which the Vodafone Supplied Router is housed is not granted to any individual that does not have appropriate validation (as agreed between the Parties), authorisation and

(b)

a supporting business need to access the Vodafone Supplied Router; (b) ensuring that the Vodafone Supplied Router is not moved without Vodafone's prior permission; (c) conducting routine physical checks of the Vodafone Supplied Router to ensure tamper evident labels remain intact; and (d) reporting to Vodafone any actual or suspected breaches of security that could affect the safety or security of the Vodafone Supplied Router; and

(ii) ensuring that the physical environment in which the Vodafone Supplied Router is housed is appropriate for the protective marking of the data being transmitted through such Vodafone Supplied Router by: (a) ensuring that the Vodafone Supplied Router is located in a communications room or other isolated area that is suitable to limit the occurrence of accidental or malicious damage to the Vodafone Supplied Router; or (b) if the Vodafone Supplied Router is located in a shared environment, ensuring that it kept in a dedicated locked cabinet or rack and, where this is not possible, implementing robust access control mechanisms to ensure that access to the Vodafone Supplied Router is only available with prior approval from Customer's local site security representative.

5.

Service Specific Conditions of Use

5.1

Asymmetric Access Bandwidths: Where Customer Sites are connected by Asymmetric Access Bandwidths, Vodafone shall inform Customer of the date of the Customer Site visit but may not confirm an exact time.

5.2

DSL and Super-Fast Broadband Access: Where any Customer Sites are connected to the Backbone by an access circuit using DSL, the following clauses shall apply:

(a) pre-sales availability checks are not an absolute guarantee that the access method, or specific variant, can be provided;

(b) the provision of the Service is conditional upon confirmation from any Third Party Provider to be used in connection with the Service that it is able, and agrees, to provide the access method and, if relevant, installation and/or survey services, at the relevant Customer Site.

(c) it may not be possible for Vodafone to offer the CoS options ordered by the Customer due to the line rate being insufficient as may be determined by Vodafone from time to time during provision and delivery of Services. In these circumstances Vodafone will offer Customer one of the following options: (A) the opportunity to select CoS options which can be supported by the available line rate; (B) Standard CoS only; or (C) an alternative access method which will support the CoS options ordered. This may incur additional Charges as specified by Vodafone. (d) where an ordered access circuit or service, cannot be provided, Vodafone will advise Customer of alternative options and Charges. Customer may order an alternative or cancel such service or access circuit, without incurring an applicable Recovery Charge. In these circumstances, the Customer shall not be entitled to any compensation in respect of such cancellation

(e) access circuit bandwidths may be reduced by technical limitations. Vodafone will not be liable for any degradation of performance, or fault in relation to, the DSL or Super-Fast access method that occurs as a result of, or in connection with, technical limitations beyond our control; and

(f) for operational reasons, Vodafone or Vodafone's Third Party Providers may change the technical specification of DSL or Super-Fast provided that any such changes do not have a material adverse effect on the performance or provision of the PSN Connect Services.

5.3 Ethernet access: (a) Where dual access is provided using third party access circuits, Vodafone cannot guarantee end-to-end diversity of the access circuits. (b) where Customer Sites are provided with both primary and secondary access circuits, or a single access circuit with ADSL, VDSL2 or VDSL2 Assured backup, then if the primary access circuit is provided using copper EFM technology, the backup circuit, or secondary access circuit, will only become operational should the full access bandwidth capacity become unavailable. Where advised by Vodafone, Customer is also required to use Border Gateway Protocol routing for traffic to be re-routed down the secondary or backup circuit in event of primary access circuit failure. (c) at Vodafone's sole discretion, access circuits which use Ethernet technology may be provided with a Vodafone supplied and managed

RM3808 Network Services 2

Lot 1 – Data Access Services

Vodafone PSN Connect Encrypt

Public Sector



Network Terminating Equipment (“NTE”). The NTE is controlled and monitored by Vodafone using in-band management, which will reduce total available bandwidth on the access circuit by 200Kbits. Customer will supply additional space to accommodate the NTE and provide power at the Customer Site, in addition to the Customer obligations set out these Service Specific Terms and Fixed Service Terms. (d) where an access circuit ordered cannot be provided at a Customer Site, Vodafone will advise the Customer of alternative options and Charges. Customer may order an alternative or cancel, without incurring an applicable Recovery Charge. In these circumstances, the Customer shall not be entitled to any compensation in respect of such cancellation.

5.4 IP addresses:

- (a) where required to do so in accordance with PSN Compliance requirements published by the Government on their website (or as set out in the Service Specification), Customer will provide Vodafone with public IP addressing for use in relation to delivery of the Service upon request and prior to the Service Commencement Date.
- (b) Vodafone will assign IP addresses for use on WAN links between the IP Backbone Core and the Router at the Customer Site. (c) any IP address Vodafone provides to Customer for use as part of the Service is non-portable and non-transferable. The right to use the IP addresses terminates immediately upon Vodafone ceasing to provide the Service associated with that IP address to Customer.

5.5 Simple Network Management Protocol (“SNMP”):

- (a) Vodafone may withdraw the SNMP read-only access Service at any time if: (i) in Vodafone’s opinion, it represents a potential or actual security risk to the Services; (ii) it is used by Customer in a way which constitutes a breach of the Agreement or results in a breach by Customer of the SNMP read-only access service security; or (iii) in Vodafone’s reasonable opinion, it prevents further enhancements to Vodafone’s services, including but not limited to the Services.
- (b) if the Customer’s use of the SNMP read-only access service deliberately, negligently or recklessly causes an impact on Network or device performance, Customer shall be liable for the costs incurred by Vodafone for rectifying the problem.

5.6 PSTN connection: Customer shall not (and shall ensure that its Users shall not) connect or seek to connect the Services to the public switched telecommunications network (“PSTN”) otherwise than in accordance with Applicable Law.

5.7 Third party service provider within Vodafone Group: Where required by Applicable Law, the Services may be provided in a given country by a company within the Vodafone Group which has the necessary authority to provide the Services, rather than by Vodafone.

5.8 Third Party Provider terms: (a) In certain territories Vodafone will provide the Services through a local third party supplier, and details of any applicable Third Party Services will be set out in the Order. If Customer requires third party software or services for the Service, then use of such software or service may be subject to the Customer accepting additional terms and conditions as advised by Vodafone and/or the manufacturer or service

provider. Failure to accept such terms and conditions may mean that the Customer is unable to access the Service.

- (b) In certain territories (for regulatory or tax reasons), Customer shall obtain the Services directly from a third party supplier under a separate agreement. In these circumstances, the Customer: (i) shall sign certain documentation directly with the third party supplier; and (ii) will appoint Vodafone as its agent for the purposes of dealing with the applicable third party supplier (including for placing orders, reporting service incidents or faults and for receiving invoices from and making payments to such third party supplier(s).

5.9 Impairment and viruses: Customer shall not: (a) do anything that causes the Network to be impaired; (b) use the Services for the transmission of material that contains software viruses or any other disabling or damaging programs; or (c) other than with the approval of Vodafone, do anything that causes technical or operational problems in the technical infrastructure of the Service. If Vodafone notifies Customer that there has been any such problem, Customer shall follow Vodafone’s instructions within 24 hours in order to eliminate or reduce the problem.

5.10 Classes of Service: If Vodafone does not provide Vodafone Supplied Routers, Customer is responsible for configuring the Customer Router in accordance with the relevant CoS codes. Failure to do so will prevent the CoS profile from working and Vodafone shall have no liability in respect of such a failure.

5.11.11

Security Obligations: Customer shall: (a) design, implement, manage and archive configuration of internal IP protocols, LAN information and access lists;

- (b) provide reasonable security on the Customer’s private networks to limit misuse of the Service, including any threat to the Network through misuse and address any such misuse identified by Vodafone through the implementation of further security or user controls; and

- (c) at its cost ensure compliance with all requirements in relation to security or otherwise in order to obtain and retain a valid PSN Compliance Certificate throughout the Minimum Term and any Renewal Term.

5.12 Regulated Items: The export and/or import of certain Vodafone provided Equipment, hardware and software (including, without limitation, the NTE where Ethernet access is provided) (“Regulated Items”) are subject to domestic and/or foreign government export and/or import laws, rules, policies, procedures, restrictions and regulations (“Export/Import Controls”). Customer represents and warrants the following for Regulated Items:

- (a) Customer will export, import and/or disclose them only in strict compliance with applicable Export/Import Controls; and



- (b) Customer will not try in any manner to evade US or any other jurisdiction's export controls on encryption. Customer acknowledges that the Export/Import Controls may include a complete prohibition on the export, re-export, import and/or use of a Regulated Item in certain jurisdictions thereby precluding the use of the Service in these jurisdictions.

5.13 Resale: If Customer is granted the right by Vodafone to resell the Service to others or resell some functionality that a Service provides to others (each, an **"Other User"** and each such action, a **"Resale"**, Customer shall: (a) as between Customer and Vodafone, be responsible for the Other Users' use of the Service; (b) be responsible for all dealings with the Other Users about the Service; (c) require each Other User to agree in writing not to engage in misuse of the Service; (d) not make any representation or warranty, or offer any indemnity to or otherwise make any commitment to any Other User on Vodafone's behalf; (e) be responsible for having and keeping in place all licenses, permissions, ministerial determinations, directions and declarations and other governmental approvals needed for Resale; (f) comply with all applicable resale laws and regulations; and (g) reimburse Vodafone for any costs or expenses Vodafone incurs as a result of any breach by Customer of this clause 5.13.

5.14.14

PSN Certification and Compliance: (a) the Customer must be in possession of a PSN Compliance Certificate in order to receive connectivity to the PSN Shared Service Domain and shall ensure that the PSN Compliance Certificate issued to it, remains valid at all times during the Minimum Term and any Renewal Term and that it complies with Mandatory Terms.

- (b) Vodafone may at any time during the Minimum Term or any Renewal Term or within a reasonable period thereafter, request a current or previous copy of the Customer's PSN Compliance Certificate in order to satisfy compliance with this clause 5.14 and activate any connection to the Service.

(c) Customer accepts that Vodafone reserves the right in its sole discretion, to suspend the Services to the Customer without notice in the event that the Customer fails to adhere to: (i) the Mandatory Terms; or (ii) requirements to maintain PSN Compliance Certification; (iii) other obligations as set out in this Agreement; or (iv) if required to do so by the PSN Team. (d) Following 30 days from the date of suspension of the Services in accordance with this clause, Vodafone reserves the right to terminate this Agreement with immediate effect and without further notice in the event the Customer has failed to cure the cause of the Service suspension. Termination of the Agreement in accordance with this clause will result in the Customer being liable for payment of any applicable Recovery Charge(s).

6. Changes to the Service **6.1** Vodafone may make changes to the Service, Equipment and configuration of the Vodafone Network, provided that such changes do not materially adversely affect the Customer's use of the Service. Any Configuration Changes shall be subject to the Service Change Request Procedure set out below. Notwithstanding any changes Vodafone may make to the Services in accordance with this clause, provided that it has given notice to Customer that it intends to do or has done so, it may

make any changes necessary to comply with its obligations as PSN Service Provider in compliance with the Code or as may be directed by the PSN Team, and which may affect Customer's use of the Service, at any time.

7. Service Change Request Procedure **7.1** Customer may propose a change to the Service by written request. Upon agreement, the Parties must authorise the change in the form of a change Order or other written amendment to the Agreement (a **"Change Order"**). Vodafone has no obligation to commence work in connection with a change until a Change Order is executed by the Parties. If it is necessary to use additional resources or to incur any other additional costs in making a change, they shall be calculated as a change to the Charges.

7.2 Where a new Customer Site is added via the Service Change Request Procedure or where a Configuration Change to an existing Customer Site has been approved via the Service Change Request Procedure, Vodafone will notify the Customer of specific site requirements at the Customer Sites.

7.3 If within 5 Working Days of the end of a calendar month Customer requests any change which would have the effect of cancelling the whole or any part a Service Element, Customer may be charged the applicable charges in relation to that Service Element for the full coming month, as determined by Vodafone

8. Incident Management

8.1 In accordance with Vodafone's obligations as an approved PSN supplier, Vodafone shall carry out Incident management which aims to restore service operation within agreed Service Levels and minimise the impact of the Incident.

8.2 In the event Customer needs to log an Incident with Vodafone, contact details are set out in these Service Levels for the relevant Service that is affected by the Incident.

8.3 Vodafone shall:

- (a) provide for separate identification of Incidents by raising an Incident Ticket at which point the activity necessary to resolve the Incident will commenced; and
- (b) provide Incident tracking through to closure of the Incident Ticket including any updates during the process of resolution;
- (c) categorise Incidents in accordance with any Severity Levels set out in within these Service Levels;
- (d) maintain and update records of Incidents based on information in Vodafone's possession; and



- (e) investigate, carry out diagnostic activities and resolve any Incidents where such activities are included as part of the Services and subject always

to any exclusions or restrictions set out in these Service Specific Terms.

8.4

Customer shall: (a) In accordance with Customer's obligations to achieve and maintain PSN Compliance Certification and/or this Agreement, appoint and provide complete names and contact details of primary and secondary central points of contact within Customer's organisation who will be responsible for reporting Incidents and progressing Incidents with Vodafone;

- (b) Provide complete and accurate information when the Incident is first reported to enable Vodafone to diagnose and resolve suspected Incidents. This information will include but is not limited to:

- (i) Customer name;
- (ii) the name, telephone number and email address of the person reporting the Incident;
- (iii) Customer's contact name, telephone number and email address if different from (i) above;
- (iv) the physical location and Customer Site address of the Incident;
- (v) the number of Customer Sites affected by the Incident (if relevant);
- (vi) identification of the Service or component the Incident is being reported against, such as a web site, an IP address, a hardware reference, or similar identifiers; and

8.8 Incidents may be reported at any time.

9. Severity Levels of Incidents

9.1 A description of the different Severity Levels is set out below:

Severity Level	Severity Level definitions
1	A total loss of the Service at one Customer Site or multiple Customer Sites.
2	Partial loss of the Service (at one Customer Site or multiple Customer Sites) which has a significant detrimental effect on the Customer's ability to perform normal communications but which does not represent a total loss of the Service. For example: (a) if the Customer has ordered a resilient service, loss of resilience at one or more Customer Sites (meaning a loss of any of the primary, secondary, or backup access circuits); or (b) loss of capacity.
3	Degradation of the Service performance, or a Severity Level 1 or 2 Incident where Vodafone has been denied access to the Customer Site, or where Vodafone has been unable to make an Outage (for reasons outside of Vodafone's reasonable control) to restore normal service.
4	A non-Service affecting Incident or Incidents not classed as Severity Level 1, 2 or 3 Incidents.

10. Service Availability

- (vii) any other details that may be relevant to diagnosis of the Incident or as may be requested by Vodafone (including symptoms, events or actions leading up to the Incident, any tests carried out in attempting to isolate the problem, any environmental conditions that may be causing the Incident).

- (c) use all reasonable endeavours to ensure that the Incident has not arisen as a result of any matter that is not Vodafone's responsibility under this Agreement before reporting a suspected Incident with the Services to Vodafone;

- (d) complete all initial troubleshooting activity specified by Vodafone before reporting an Incident to Vodafone; and

- (e) procure such co-operation from the Users and from any third party providers as is reasonably requested by Vodafone to assist in the management of Incidents pursuant to this paragraph 8.4.

8.5 If an Incident is reported to Vodafone which is not Vodafone's responsibility, Vodafone may charge Customer as defined in the Call-Off Contract and/or Order for time spent investigating the Incident.

8.6 Incidents shall be deemed to: (i) commence when Acknowledged by Vodafone; and (ii) end when Vodafone advises Incident resolution. Customer will be deemed to have been advised if Vodafone has made reasonable attempts to contact Customer.

8.7 It may be necessary for a temporary interruption to the Service from time to time for Vodafone to carry out essential maintenance or network upgrades to the Service and/or equipment (an "Outage" or "Outages"). Vodafone will use reasonable endeavours to minimise the number of Outages and any subsequent disruption to the Customer. Customer is responsible for notifying its Users, customers or third party providers of any Outage.

RM3808 Network Services 2

Lot 1 – Data Access Services

Vodafone PSN Connect Encrypt

Public Sector



10.1 Service Level Measure: The availability of the Service will be measured as the percentage of time the Service is available at the Service Demarcation Point of each Customer Site in a Monthly Measurement Period for the relevant primary access type and Customer Site classification.

10.2 Calculation: The percentage Service availability at the Service Demarcation Point of each Customer Site will be calculated as follows: $(A - B \times 100\%) / A$. Where:

- (a) **"A"** equals the number of whole minutes in the relevant Monthly Measurement Period;
- (b) **"B"** equals the number of whole minutes during which the Service is Unavailable in the Monthly Measurement Period, excluding time where the Service is Unavailable due to an Excluded Event; and
- (c) **"Unavailable"** or **"Unavailability"** means a Customer Site cannot exchange data with another Customer Site or with another end point connected to the PSN Shared Service Domain, where access to the PSN Shared Service Domain is received by the Customer.

10.3 Site Classification: In order to calculate the Service availability, a Customer Site will be classified into one of the following classes:

(a) **Sites connected with Asymmetric Access Circuit Bandwidths:**

Site Classification	Topology Description	Applicable Access Technologies	
		Primary	Backup/Secondary
Single Access	Single circuit, Single CE router	ADSL/VDSL2/FTTP	N/A
Dual Access (Active or passive)	Single access with backup (Active or Passive). Single or dual CE (where advised). Backup connected to different PE wherever possible to primary. Backup/Secondary access: ADSL/VDSL2/FTTP, VSAT, Backup connected to different PE router than the primary service wherever possible *	ADSL/VDSL2/FTTP	ADSL/VDSL2/FTTP VSAT

(b) **Sites connected with Fixed Symmetric Access Circuit Bandwidths:**

Site Classification	Topology Description	Applicable Access Technologies	
		Primary	Backup/Secondary
Single Access	Optional secondary access to same PoP.	Ethernet	N/A
		EFM Leased line	
Dual Access (Active or passive).	Single access with backup (Active or Passive). Single or dual CE (where advised). Backup connected to different PE wherever possible to primary. *	Ethernet EFM Leased line	ADSL/VDSL2/FTTP VSAT

RM3808 Network Services 2

Lot 1 – Data Access Services

Vodafone PSN Connect Encrypt

Public Sector



Dual Access, dual parenting, with standard separation.	Dual access connected to different PE nodes. Dual CE routers. Dual building entry points.	Ethernet Leased line	Ethernet Leased line
Dual Access, dual parenting, with enhanced separation.	Dual CE routers. Dual Access/PoP with 5 metre separacy. Separate building entry points. Reasonable endeavours to provide trench, duct and cable level separacy.	Ethernet Leased line	Ethernet Leased line

* Different gateway for VSAT

10.4 Service Availability Targets:

- (a) The availability targets set out in the following table below shall apply to all locations and be applicable to each access circuit making up the Site Classification, not for the overall site configuration:

Service Availability		
	Site Configuration	Availability
Sites connected with Asymmetric Access Circuit Bandwidths	Single Access	Premium 99% Enhanced 96.5% Standard 93%
	Dual Access	Premium 99.5% Enhanced 98% Standard 96%
Sites connected with Fixed Symmetric Access Circuit	Single Access	99.9%
	Dual Access	99.95%
	Dual access, dual parenting, with standard separation	99.99%
	Dual access, dual parenting, with enhanced separation	99.995%

- (b) If a different access technology from that recommended to support the above metrics is agreed with the Customer, a different Service Level target will be agreed between the Parties.

11. Incident Resolution Times

11.1 This Service Level and associated Service Credits only apply to those Customer Sites located in a Coverage Band.

- (a) **Calculation:** The Incident resolution time (for each Site classification) shall be calculated as the number of whole hours between the time Vodafone opens an Incident Record for a Severity 1 or 2 Incident and the time Vodafone confirms to the Customer that the Incident is resolved. The Customer will be deemed to have been advised if Vodafone has made reasonable attempts to contact the Customer. The Incident resolution times do not apply to Incidents caused by or associated with an Excluded Event

Site Classification: In order to calculate the Incident resolution time, a Customer Site will be classified into one of the following classes:



(i) Sites connected with Asymmetric Access Circuit Bandwidths:

Site Classification	Topology Description	Applicable Access Technologies	
		Primary	Backup/Secondary
Single Access	Single circuit. Single CE router.	ADSL/VDSL2/FTTP	N/A
Dual Access (Active or passive)	Single access with backup (Active or Passive). Single or dual CE (where advised). Backup connected to different PE wherever possible to primary. Backup/Secondary access: ADSL/VDSL2/FTTP, VSAT. Backup connected to different PE router than the primary service wherever possible *	ADSL/VDSL2/FTTP	ADSL/VDSL2/FTTP VSAT

(ii) Sites connected with Fixed Symmetric Access Circuit Bandwidths:

Site Classification	Topology Description	Applicable Access Technologies	
		Primary	Backup/Secondary
Single Access	Optional secondary access to same PoP	Ethernet EFM Leased line	N/A
Dual Access (Active or passive).	Single access with backup (Active or Passive) Single or dual CE (where advised) Backup connected to different PE wherever possible to primary. *	Ethernet EFM Leased line	ADSL/VDSL2/FTTP VSAT
Dual Access, dual parenting, with standard separation.	Dual access connected to different PE nodes. Dual CE routers. Dual building entry points.	Ethernet Leased line	Ethernet Leased line
Dual Access, dual parenting, with enhanced separation.	Dual CE routers. Dual Access/PoP with 5 metre separation. Separate building entry points. Reasonable endeavours to provide trench, duct and cable level separation.	Ethernet Leased line	Ethernet Leased line

*Different gateway for VSAT



	Site Configuration	Target Incident Resolution Time
Sites connected with Asymmetric Access Circuit Bandwidths	Single Access	Standard 48 hrs Premium (7 hrs) And Enhanced (24 hrs) options available
	Dual Access	Standard 48 hrs Premium (7 hrs) And Enhanced (24 hrs) options available
Sites connected with Fixed Symmetric Access Circuit (Onnet i.e. Vodafone Fibre)		4 hours
Site connected with Fixed Symmetric Access Circuit (Offnet e.g. BT)		5 hours

(b) In the event that a different access technology from that recommended to support the above metrics is agreed with the Customer, a different Service Level target will be agreed between the Parties.

11.2 Network Performance Reporting Incident Resolution:

(a) **Calculation:** The Incident resolution time for Network Performance Reporting shall be calculated as the number of Working Days between the time Vodafone Acknowledges the Incident and the time Vodafone confirms to the Customer that the Incident is resolved. Customer will be deemed to have been advised if Vodafone has made reasonable attempts to contact the Customer. The Incident resolution times do not apply to Incidents caused by or associated with an Excluded Event. Incidents may be reported to Vodafone at any time but Incidents resolution shall only occur during Working Hours.

(b) **Resolution:** Vodafone aims to resolve Network Performance Reporting Incidents within the following timelines:

Severity Level	Incident category definition	Target Incident resolution time
1	Total loss of Service (unable to access the reporting system).	72 hours
2 or 3	Degradation of Service (limited access to reports).	5 Working Days
4	Data integrity Incidents within the online reports.	As may be agreed by the parties.

(c) Notwithstanding the target Incident resolution times in the table above, if there is a total loss of hardware, the target Incident resolution time will not apply and the Incident will be resolved as soon as possible. If there is a total loss in Service or degradation of Service, Vodafone cannot guarantee that the Customer reporting data will be retained.

(d) Data integrity Incidents within the reports will be treated as a Severity Level 4 Incident and will be resolved as soon as possible.

12. Service Degradation

12.1 The Service Degradation Service Levels: (a) only apply to those Customer Sites which are directly connected to the Backbone; and (b) apply from the most recent Service Commencement Date for the relevant Customer Site.

12.2 The Service Degradation Service Levels set out an expectation of the average performance between pairs of Vodafone Supplier Routers, over the IP Backbone Core, under normal working conditions, during a calendar month and apply when: (a) the Customer Sites are: (i) directly connected to the IP Backbone Core at one of the available symmetric bandwidth options, or (ii) connected using asymmetric bandwidth options where the target explicitly states it applies to an asymmetric service; (b) the distance between the Vodafone Supplied Router and the IP Backbone Core is less than 150 kilometres; (c) the minimum available port bandwidth, where symmetric bandwidth access circuits are provided, is at least 1.5Mbps; (d) the IP packet size is 64 bytes for Premium CoS and the average packet size for Standard and Enhanced CoS is 384 bytes; and (e) Premium CoS bandwidth at the Customer Site is a maximum of 50% of the port bandwidth.



12.3 The Service Degradation Service Levels do not apply: (a) to Severity Level 1 or 2 Incidents; and/or (b) where the Incident is due to an Excluded Event.

12.4 Service Degradation Measurements:

(a) **Round Trip Delay (RTD):**

- (i) Round Trip Delay measures the total time taken for an IP packet to pass from one applicable router to another and back again.
- (ii) Round trip delay Service Level targets over the IP Backbone Core between two IP Backbone Core Routers are set out in Part A of the Round Trip Delay Service Level Targets schedule ("**Part A**").
- (iii) Vodafone also offers RTD Service Level targets between two Vodafone Supplied Routers, as specified in Part B of the Round Trip Delay Service Level Targets schedule ("**Part B**"), and consist of the combined value of the applicable IP Backbone Core RTD Service Levels in Part A, in addition to the access Service Levels in Part B which include the access bandwidth and method used to connect the two applicable Customer Sites.
- (iv) Subject to the Customer ordering Network Performance Reporting, Vodafone will agree specific Service Level targets and the number of pairs of Customer Sites such Service Levels will apply to in the Order. The number of pairs of Customer Sites may be reviewed when Customer orders additional Customer Sites and any such revised number shall be set out in a relevant Order.
- (v) During the 3 months following the completion of the installation of the Service at the relevant Customer Sites, the Parties will evaluate the target metrics set out the Round Trip Delay Service Level Targets schedule and replace them (if necessary) with the final committed RTD Service Level targets.
- (vi) RTD (for all CoSs) will be measured, where the Network Performance Reporting is available, by sending 10 test packets of 64 bytes between each pair of locations every 5 minutes. The average of the average RTD performance for all samples recorded each calendar month will be used to indicate the actual round trip delay achieved in that month.

(vii) The Service Degradation Measurement for RTD is as follows:

CoS	Service Level	
	RTD over the IP Backbone Core	RTD between two Customer Sites
PSN Real-TimeCoS	See Part A of the Round Trip Delay Service Level Targets schedule.	See Part B of the Round Trip Delay Service Level Targets schedule.
PSN-Application CoS	See Part A of the Round Trip Delay Service Level Targets schedule.	See Part B of the Round Trip Delay Service Level Targets schedule.
Default CoS	n/a	n/a

(b) **Packet Loss:**

- (i) Packet loss measures the percentage of IP packets that are not successfully sent over the IP Backbone Core during the relevant measurement period. Premium CoS targets assume the use of 64 byte IP packets and Enhanced/Standard CoS assumes the use of 384 byte IP packets.
- (ii) The Service Degradation Measurement for packet loss is as follows:

CoS	Service Level	
	Both Customer Sites connected using Symmetric bandwidths	One or both Customer Sites connected using Asymmetric bandwidths
PSN Real-TimeCoS	0.04%	0.2%

RM3808 Network Services 2

Lot 1 – Data Access Services

Vodafone PSN Connect Encrypt

Public Sector



PSN-Application CoS	0.06%	0.3%
Default CoS	1.0%	n/a

(iii) There is no Packet Loss Service Level target for Default CoS on Asymmetric bandwidths.

(c) **Jitter:**

(i) Jitter measures the variation between the arrival of consecutive 64 byte IP packets caused by network congestion, timing differences or route changes as an average over the Monthly Measurement Period. The jitter Service Levels shown in the below table are between pairs of sites connected with asymmetric or symmetric bandwidths.

(ii) There is no jitter Service Level for PSN Application CoS, or Default CoS.

(iii) The Service Degradation Measurement for jitter is as follows:

CoS	Access Circuit bandwidth/ connection method:	Service Level
PSN Real-TimeCoS only	<1 Mbps	67 milliseconds
	1 Mbps to 10 Mbps	20 milliseconds
	>10 Mbps	<10 milliseconds
	>100 Mbps	<5 milliseconds

12.5 Minimum Assured Rate:

- (a) For all access methods, should the actual bandwidth be lower than the Minimum Assured Rate then the Customer may raise an Incident.
- (b) The Minimum Assured Rate will be guaranteed 99.9% of the time Over VDSL2 Assured only.

13. Service Credits

13.1 General Service Credit terms:

- (a) Customer must claim all Service Credits via the Vodafone account manager within 30 days of the end of the Monthly Measurement Period. Any Service Credits will be applied to the Customer's next invoice after agreement by Vodafone that such Service Credits are due.
- (b) Customer shall not be entitled to Service Credits for any failure or delay in performing the Service that arises out of, or in connection with: (a) the Service operating on back-up or resilient links (except during Incident resolution times); (b) line errors; (c) intermittent Incidents which do not prevent the use of the Service and which are not Severity Level 1 or 2 Incidents; (iv) Network Performance Reporting; and/or (d) any Excluded Event.
- (c) The total Service Credits payable in any given Monthly Measurement Period shall not exceed 100% of the monthly recurring port Charge for the affected Customer Site.
- (d) If one Incident causes a failure of two or more Service Levels, only the greater Service Credit amount of two Service Levels shall be payable.
- (e) Service Credits as set out in these Service Specific Terms shall be Customer's sole and exclusive remedy against Vodafone in respect of any failure in Service performance even where Vodafone is made aware of the likely loss incurred by the Customer for such failure; provided, however, that Customer may have the right to terminate for material breach under the terms of the Agreement.

13.2 Service Credits for delay:

- (a) Customer shall be entitled to a Service Credit for a delay in the Service Commencement Date (past the Agreed Delivery Date) of a new Customer Site, or a Configuration Change to an existing Customer Site or to a Cloud Provider Data Centre, due to an act or omission of Vodafone, calculated in accordance with the following table:

Delay in Delivery Date of:	Number of Working Days	Service Credit (% of the Installation Charge/relevant Configuration Change charge)
	1 to 10	5%

RM3808 Network Services 2

Lot 1 – Data Access Services

Vodafone PSN Connect Encrypt

Public Sector



New Customer Site, or Hard Configuration Change.	11 to 20	20%
	>20	25%
Soft Configuration Change to Customer Site.	1 to 10	5%
	>10	20%

(b) Vodafone's total liability for Service Credits for delay shall not exceed:

(i) for delay of the Service Commencement Date (past the Agreed Delivery Date) for a new Customer Site: 25% of the port installation Charge for that Customer Site;

(ii) for delay of the Service Commencement Date (past the Agreed Delivery Date) for a Hard Configuration Change: 50% of the Charge for that Hard Configuration Change; and/or

(iii) for delay of the Service Commencement Date (past the Agreed Delivery Date) for a Soft Configuration Change to a Customer Site in any calendar month: 25% of the monthly recurring port Charge for that Customer Site.

(c) The Service Credit for delay to a new Customer Site will be: (a) determined by the number of whole Working Days that the Service Commencement Date of the Service passes beyond the Agreed Delivery Date for a Customer Site; and (b) calculated as a percentage of the relevant affected Customer Site's circuit installation Charge as set out in the Call-Off Contract and/or Order.

(d) The Service Credit for delay to a Configuration Change will be: (a) determined by the number of whole Working Days that the Service Commencement Date of the Configuration Change passes beyond the Agreed Delivery Date; (b) calculated as a percentage of the relevant affected Customer Sites for the Configuration Change (where the Configuration Change is a Hard Configuration Change) agreed pursuant to the Service Change Request Procedure or the monthly recurring port Charge.

(e) The installation Charge referred to in this clause will: (a) include Vodafone's standard installation Charge; and (b) exclude any additional Charges due to specific Customer Site requirements, for example additional construction charges.

13.3 Service Credits for Availability:

(a) Service Credits for availability are measured as the variance between the actual monthly availability percentage and the target availability at that Customer Site in a Monthly Measurement Period:

Variance in actual monthly availability % versus Service Level in the Monthly Measurement Period	Service Credit per Site access type (% of monthly recurring Port Charges in the Monthly Measurement Period for each affected Customer Site)	
	Single access, Single access with back-up Dual access, dual parenting	Dual access, dual parenting with standard separation or enhanced separation
Up to -0.5%	No Service Credits applicable	2.5%
>-0.5% to -1%	2.5%	5%
>-1% to -2%	10%	25%
>-2% to -3%	20%	50%
>-3%	50%	100%

13.4 Service Credits for Incident Resolution:

(a) The following Service Credit applies to the Incident resolution service levels above:

Service Credits per Primary access type (% of the monthly recurring port Charge for each affected Customer Site)
--

RM3808 Network Services 2

Lot 1 – Data Access Services

Vodafone PSN Connect Encrypt

Public Sector



	Single access, Single access with back-up Dual access, dual parenting	Dual access, dual parenting with standard separation or enhanced separation
Between 1 and 15 hours inclusive rounded up to the nearest hour	2.5% per hour	5% per hour
More than 15 hours	50%	100%
Where the number of hours beyond the relevant target timescale that the Severity Level 1 or 2 Incident remains unresolved exceeds 15 hours, Customer is only entitled to claim the Service Credits set out in the table above for "More than 15 hours" in excess of 15 hours; Customer is not entitled to claim Service Credits for the period between 1 and 15 hours inclusive.		

13.5 Service Credits for Service Degradation:

- (a) If any of the average monthly round trip delay Service Levels, jitter Service Levels or packet loss Service Levels are exceeded, Customer will be entitled to claim a Service Credit of 20% of the monthly recurring port Charge for the affected Customer Site pro-rated for the duration of the Incident causing the relevant IP Backbone Core round trip delay Service Levels, jitter Service Levels or packet loss Service Levels to be exceeded. Customer may only claim a Service Credit against the lesser monthly recurring port Charge of any two affected Customer Sites.
- (b) Where the committed round trip delay Service Levels are agreed with Customer between pairs of Customer Sites and the actual performance is above these Service Levels, as specified in Part B of the Round Trip Delay Service Level Targets schedule, Customer will be entitled to claim a Service Credit of 20% of the monthly recurring port Charge. This will supersede any Service Credits payable under (a) above in association with IP Backbone Core round trip delay.
- (c) Customer may only claim a Service Credit pursuant to this clause where Vodafone has: (i) verified that the relevant Service Level has been exceeded; (ii) verified that the failure to achieve the Service Level was not due to an Excluded Event; and (iii) diagnosed that the service degradation is due to a failure in the IP Backbone Core or the access circuit.
- (d) A Service Credit cap of 20% of the monthly recurring port Charge for an affected Customer Site shall apply to the Service Credits claimed by Customer for the Service Degradation Service Level per Monthly Measurement Period. This cap shall apply to the Service Credits for Jitter, Packet Loss and Round Trip Delay in aggregate.

RM3808 Network Services 2

Lot 1 – Data Access Services

Vodafone PSN Connect Encrypt

Public Sector



PSN Connect Service Round Trip Delay Service Level Targets

Part A – Round Trip Delay Service Level Targets in milliseconds

IP Backbone Core RTD Targets in Milliseconds (ms):

ROUTE	ROUND TRIP DELAY
UK TO UK – DNSP CUSTOMER FACING EDGE NODE – GCN INTERFACE	18MS
UK TO UK – DNSP CUSTOMER FACING EDGE NODE– DNSP CUSTOMER FACING EDGE NODE	25MS

Part B – Round Trip Delay Service Level Targets between two Customer Sites

Access round trip delays in Milliseconds (ms):

Minimum access speed	PSN Real-Time CoS	PSN Application CoS	Default CoS
UK ADSL16	144ms	199ms	n/a
VDSL2	65ms	120ms	n/a
VDSL2 Assured	42ms	62ms	n/a
1.5M-<45M	18ms	27ms	30ms
>45M	14ms	17ms	20ms

The above access Round Trip Delay figures are for a single access circuit.

The end-to-end RTD will comprise the RTDs for two access circuits plus the RTD across the IP Backbone as shown in Part A.

Router Maintenance Terms

1. Introduction

- 1.1 These terms describe the Router Maintenance Services and forms part of the Agreement and part of the PSN Services where the Router Maintenance Services are included in the Call-Off Contract and/or Order.
- 1.2 The Router Maintenance Service is reactive which means that the Maintained Router is not monitored by Vodafone and Vodafone will respond to hardware and operating system faults reported to Vodafone by Customer.
- 1.3 The Router Maintenance Service is available for both Vodafone Supplied Routers and Maintained Routers.
- 1.4 Except as provided for in the Agreement, if Customer terminates the Router Maintenance Service at any time during the Minimum Term, then in addition to all outstanding Charges for Services rendered as specified in the Call-Off Contract and/or Order, Customer must pay Vodafone a Recovery Charge of 30% of the monthly Maintenance Charges remaining as at the date of termination.

2. Vodafone Supplied Router

RM3808 Network Services 2

Lot 1 – Data Access Services

Vodafone PSN Connect Encrypt

Public Sector



2.1 Vodafone will supply a Vodafone Supplier Router to Customer using one of the following models details of which will be set out in the Call-Off Contract and/or Order:

- (a) Vodafone 'purchase' the Vodafone Supplier Router and relevant Software and resell it to Customer; or
- (b) Vodafone shall 'lease' the Vodafone Supplied Router and required Software to Customer, for minimum periods of 12, 24 or 36 months (or another period agreed by the parties as set out in the Call-Off Contract).

2.2 Vodafone will arrange for the Vodafone Supplied Router to be delivered to the relevant Customer Site.

2.3 Purchase of Router:

- (a) Where Customer decides to purchase a Vodafone Supplied Router from Vodafone to use as part of the PSN Connect Services, title in such Vodafone Supplied Router will pass to Customer on receipt by Vodafone of payment in full of the relevant Charges as agreed in the Call-Off Contract and/or Order in respect of that Vodafone Supplied Router. Until such time as payment is made in full, any Vodafone Supplied Router(s) must appear on the customer records as owned by Vodafone.
- (b) Risk in the Vodafone Supplied Router purchased from Vodafone will pass to Customer from the date of its installation.

2.4 Lease of a Router:

- (a) Where Customer decides to lease a Vodafone Supplied Router from Vodafone, title to the Vodafone Supplied Router shall remain with Vodafone.
- (b) At the end of the Minimum Term or on termination of the PSN Connect Services, Vodafone reserve the right to arrange for the collection of the leased Vodafone Supplied Router from the Customer Site(s). If Vodafone is prevented from collecting the Vodafone Supplied Router after making reasonable efforts to arrange collection, Vodafone may levy a Charge payable forthwith in respect of the Vodafone Supplied Router giving effect to transfer of title and all risks following presentation of Vodafone's invoice.

3. Router Maintenance

3.1 For all Maintained Routers, Vodafone will:

- (a) provide on-site fault diagnosis, if necessary, to identify hardware or Software issues that are adversely affecting the PSN Connect Services;
- (b) provide on-site repair or replacement of hardware or Software, where applicable and if necessary to resolve issues that are adversely affecting the PSN Connect Services;
- (c) during the Minimum Term or any Renewal Term, in the event that repair is not possible and the Maintained Router becomes unsupported by the manufacturer, replace the Maintained Router with an equivalent supported router.

3.2 Any parts removed by Vodafone or any Third Party Provider engaged by Vodafone to perform Router Maintenance, shall remain the property of Vodafone.

3.3 Vodafone may remove (in whole or part) the Maintained Router from the Customer Site for inspection, testing or repair but whenever reasonably practicable will take steps to avoid disruption to Customer.

3.4 Router Maintenance shall be provided during the Minimum Term and any Renewal Term, subject always to payment of all Charges as specified in the Agreement.

4. Customer Responsibilities

4.1 In addition to the Customer obligations set out in these Service Specific Terms, Customer must:

- (a) comply with any reasonable security standards and procedures established or communicated by Vodafone for the Maintained Router; and



- (b) ensure the operating system on the Maintained Router is supportable by the manufacturer and upgrade if required to a supported release as may be specified or published by the manufacturer from time to time or as instructed by Vodafone.
- (c) report suspected faults with the Maintained Router and provide Vodafone with:
 - (i) details of the relevant Maintained Router including but not limited to serial numbers and location as may be requested by Vodafone;
 - (ii) any diagnostic messages displayed on the Maintained Router; and
 - (iii) access to the relevant Maintained Router at the Customer Site.

5. Service Level

5.1 The Service Level set out in these Vodafone Router Maintenance Terms and associated Service Credits only apply to those Customer Sites with a Maintained Router and are subject to payment of all Charges in accordance with the Agreement.

5.2 Vodafone shall arrange an engineer visit to the Customer Site where the Maintained Router is located where Vodafone consider this necessary to resolve or investigate and diagnose the cause of the fault.

Service Level	Service Level Target
We shall raise a Trouble Ticket once we receive complete information from you regarding a fault	Within 1 Working Day
We shall commence diagnosis of the fault reported to enable resolution.	Within 4 Working Days

5.3 Service Credits: (a) Where Vodafone contacts Customer to arrange an engineer visit to the Customer Site and Customer delays the visit or Customer fails to grant Vodafone access to the Customer Site, the Service Credits shall not apply.

- (b) Subject to paragraph (a), if Vodafone fails to commence work on diagnosing the fault affecting the Maintained Router at the Customer Site in compliance with the Agreement, Customer will be entitled to claim a Service Credit of 100% of the monthly maintenance Charge for the affected Maintained Router in respect of the Monthly Measurement Period during which the failure to meet the target occurred.
- (c) A Service Credit cap of 100% of the monthly maintenance Charge for the affected Maintained Router shall apply to the Service Credits claimed by Customer for this Service Level for each Monthly Measurement Period.
- (d) Service Credits shall not be payable in the event that the Customer has failed to comply with any provision of these Vodafone Router Maintenance Terms or the Service Specific Terms.

6. Additional Charges **6.1** Subject to the provisions of the Agreement, Customer will not (or attempt to or allow anyone other than Vodafone or Vodafone's representatives to) open, repair, maintain, modify or move the Maintained Router. In the event that Customer fails to comply with these restrictions, Customer agrees to pay Vodafone any Charges or other costs Vodafone reasonably incurs as a result of such failure and Vodafone shall not be liable for any resulting impact on Customer's receipt of the PSN Connect Services.

6.2 Vodafone will be entitled to apply, and Customer will pay, Charges or Ancillary Charges (as set out in the Call-Off Contract) (including additional one-off Charges) to cover the reasonable costs incurred by Vodafone in connection with an actual or alleged fault, if any of the following events occur:

- (a) Customer prevents or delays maintenance being carried out in compliance with these Vodafone Router Maintenance Terms or deny access to a Customer Site;
- (b) Customer requests that Vodafone visits a Customer Site for a fault that Vodafone in their sole discretion determine is not related to a Maintained Router;
- (c) if Customer requests more than two visits during any calendar month to investigate a fault at a Customer Site and Vodafone in their sole discretion determine, following investigation during or following each visit, that there is no fault that can be

RM3808 Network Services 2

Lot 1 – Data Access Services

Vodafone PSN Connect Encrypt

Public Sector



attributed to the Maintained Router and where the fault arises as a result of any configuration or modification which was not carried out by Vodafone; (d) Customer, any User (which shall include your employees, sub-contractors and/or agents or any third party on Customer's instruction) has misused or physically damaged or interfered with the Maintained Router, or has allowed any physical damage or interference to be caused to the Maintained Router where it has been placed or housed in incorrect environmental conditions including incorrect temperatures and humidity levels; mains electrical surges or failures; (e) faulty manufacture or design;

- (i) any other adverse impact on the Maintained Router arising out of any Customer act or omission included but not limited to lighting damage; electromagnetic interference; any other accidental or deliberate damage;
- (ii) correction of defects following the removal or connection of any Maintained Routers other than by Vodafone;
- (iii) work performed by Vodafone outside of Working Hours at Customer request;
- (iv) repair, replacement or re-routing of any wiring or cabling or provision of additional wiring and cabling; or
- (v) faults reported by the Customer and which are excluded by this Agreement.



Mandatory PSN Connect Encrypt Terms

1. Key Obligations

1.1 The following 'Key Obligations' contain wording that is mandatory and which must be included in any supply agreement:

(a) Every PSN Supply Agreement for the delivery of PSN Services shall include the following standard clauses:

- (i) Vodafone shall ensure that any PSN and/or GCN Services that it supplies, or are supplied by others, pursuant to this Agreement shall have been awarded and retain at all times a PSN Compliance Certificate.
- (ii) Vodafone shall ensure that any PSN and/or GCN Services that it supplies, or are supplied by others, pursuant to this Agreement are delivered in accordance with the applicable Code or Codes.
- (iii) Customer shall procure that any PSN Customer Environment used to consume PSN and/or GCN Services supplied pursuant to this Agreement shall have been awarded and retain at all times a PSN Compliance Certificate.
- (iv) Customer shall procure that any PSN Customer Environment used to consume PSN and/or GCN Services supplied pursuant to this Agreement shall be provided and maintained in accordance with the applicable Code or Codes.
- (v) Each of the Parties warrants and undertakes that they shall throughout the term of this Agreement, where specifically requested in writing by the PSN Team acting on advice from the Infrastructure Senior Information Risk Owner ("SIRO"), immediately disconnect its GCN Services, PSN Services or Customer Environment (as the case may be) from such PSN Services (including any Direct Network Services), GCN Services and Customer Environments as the PSN Team instructs where there is an event affecting national security, or the security of the GCN or PSN.
- (vi) The Parties acknowledge and agree that the PSN Team shall not be liable to them or any other party for any claims, proceedings, actions, damages, costs, expenses and any other liabilities of any kind which may arise out of, or in consequence of any notification pursuant to clause (v) above.
- (vii) Each of the Parties acknowledges and agrees that clauses (v) and (vi) are for the benefit of and may be enforced by the PSN Team, notwithstanding the fact that the PSN Team is not a party to this Agreement, pursuant to the Contracts (Rights of Third Parties) Act 1999.

2. General Obligations (Effect Mandatory) 2.1 Vodafone shall cooperate with suppliers of other PSN Services and GCN Service Providers to enable the efficient operation of the Public Services Network in accordance with the PSN Operating Model.

2.2 The PSN Services shall be delivered in a way that enables the sharing of services across customers of PSN Services and maximises the savings to be achieved by such sharing of services.

3. Commercial Terms

3.1 Vodafone shall be entitled to suspend the provision of any PSN Services in the event that the Customer (or its end customer) fails to maintain any PSN Compliance Certification required for the receipt or use of a PSN Service and for the PSN environment in which the PSN Service are used. Subject to the terms of the Agreement, Vodafone shall use its reasonable endeavours to recommence the PSN Service as soon as the reason for such suspension is remedied.

3.2 In the event that Customer (or its end customer) does not receive or fails to maintain any PSN Compliance Certificate or Code of Connection required in order to receive and/or use the PSN Service, Vodafone shall not be obliged to connect the PSN Service at the Customer Site(s) and/or if such failure occurs after delivery, Vodafone shall be entitled to suspend the PSN Service. Vodafone shall be entitled to charge the Customer for any additional reasonably incurred costs it incurs as a result of such delay or failure, and, in the case of suspension, Vodafone shall be entitled to recover any properly incurred costs as a result of such suspension and recommencement of the PSN Service. 3.3 Vodafone shall be entitled to vary the Charges payable for the PSN Service as a result of any changes to the PSN standards (as determined by the PSN Team and/or Crown Commercial Service). Vodafone shall provide any reasonable information requested by the Customer in order to demonstrate the cost impact of such changes to the PSN Service provided under this Agreement.

4. Defined Terms



4.1 The following additional defined terms shall apply to this Agreement in addition to those set out in these Service Specific Terms:

Term	Definition
"Code of Connection" or "CoCo"	The definition contained within the PSN Glossary an extract of which is set out below.
"Code of Interconnection" or "ColCo"	
"Code of Practice" or "CoP"	
"Code Template"	
"Codes"	
"Direct Network Service Provider" or "DNSP"	
"GCN Governing Body" or "GCNGB"	
"GCN Service Provider" or "GCNSP"	
"GCN"	
"NCSC"	
"PSN Compliance Certificate"	
"PSN Design Authority"	
"PSN Customer"	
"PSN Supply Agreement"	
"PSN Service Consumer"	
"PSN Service Provider" or "PSNSP"	
"PSN Service"	
"Public Services Network" or "PSN"	
"Third Party PSN Service Provider"	
"PSN Operating Model"	
"PSN Product Management, Configuration Management and Change Control"	
	PSN Operating Model Subject to amendment by the PSNA from time to time.
	PSN Document Management and Change Control, v1.0 Subject to amendment by the PSNA from time to time.

4.2 Extract from PSN Glossary:

Term	Definition
"Code"	A completed and signed Code of Practice, Code of Interconnection, or Code of Connection.
"Code Of Connection" or "CoCo"	The agreement, as set out in the Code Template, setting out the obligations and requirements for PSN Customers wanting to participate in the PSN, together with all documents annexed to it and referenced within it.
"Code Of Interconnection" or "ColCo"	The agreement, as set out in the code template, setting out the obligations and requirements for an organisation to provide PSN connectivity services, together with all documents annexed to it and referenced within it.
"Code Of Practice" or "CoP"	The agreement, as set out in the code template, setting out the obligations and requirements for an organisation wanting to provide PSN services, together with all documents annexed to it and referenced within it.



"Code Template"	The Code Template initially serves as an application form for PSN Compliance Certification. It subsequently serves as the set of obligations and requirements against which PSN Compliance is verified.
"Customer Environment"	The situation in which the PSN Services will be consumed. This encompasses the networks, systems, processes and staff of the PSN Customer's and its PSN Service Consumers' organisations.
"Direct Network Service"	A PSN Compliant network with direct connectivity to the GCN.
"Direct Network Service Providers" or "DNSP"	PSN Service Providers that have fulfilled the terms of the Code of Interconnection, and which may as a result connect directly to the GCN.
"GCN Service Agreement"	The agreement between the GCNSP and DNSP for the provision of access to and use of the GCN Services.
"GCN Service Provider" or "GCNSP"	A component, product or service that enables PSN-connected organisations to enjoy intra and inter-organisation IP data transmission and for which a PSN compliance certificate has been awarded by the PSN team.
"GCN Services"	The GCNSP's services relating to its provision of the GCN.
"Government Conveyance Network" or "GCN"	The total network of all GCN Services provided by all GCN Service Providers.
"NCSC"	The UK Government's National Technical Authority for Information Assurance.
"PSN Connectivity Service"	A component, product or service that enables PSN-connected organisations to enjoy intra and inter-organisation IP data transmission and for which a PSN compliance certificate has been awarded by the PSN team.
"PSN Compliance"	The process to ensure adherence to the rules, conditions and obligations identified in a Code.
"PSN Compliance Certificate"	The certificate awarded to the individual infrastructures GCN Services and PSN Services and PSN Connectivity Services that make up PSN, issued by PSN Head of Compliance on behalf of the Cabinet Office following the verification process.
"PSN Compliance Certification"	The process of certifying a PSN Customer Environment, GCN Service or PSN Service.
"PSN Compliance Verification"	The processes of review and assurance to verify that the PSN Service or Customer Environment satisfies the criteria set out in a Code.
"PSN Compliant"	A state describing ongoing adherence to the rules, conditions and obligations identified in a signed Code.
"PSN Customer"	The PSN Service Consumer that has achieved PSN Compliance Certification for their PSN Customer Environments and who holds PSN Supply Agreement(s) with PSN Service Providers for the services concerned.
"PSN Service"	A functional service available to PSN-connected organisations from PSN-connected infrastructure in order to enable the fulfilment of a specific business activity, which is offered by a PSN Service Provider in accordance with a CoP and for which a PSN Compliance Certification has been awarded by the Public Services Network Team.
"PSN Service Bridge"	A central, operational service management function that falls under the remit of the PSNA. Its main purpose is the co-ordination of the response to Major Incidents and changes.
"PSN Service Consumer"	An organisation which uses PSN services or PSN connectivity services.
"PSN Service Provider" or "PSNSP" or "PSN Connectivity Service Provider"	An organisation that is supplying or is approved to supply PSN Services in accordance with the CoP and ColCo.
"PSN Supply Agreement"	Either a contract or – if it is between Public Sector bodies – a Memorandum of Understanding to deliver PSN Services or PSN Connectivity Services.
"PSN Team"	the Government department responsible for overseeing PSN and related compliance.
"Public Services Network" or "PSN"	The governments high performance network, which helps public sector organisations work together, reduce duplication and share resources.

The following definitions are applicable to the Services (in addition to those detailed within the PSN Connect Mandatory Terms):

Acknowledged	a confirmation given to the Customer that a particular service request or Incident being raised is valid and the provision to the Customer of a unique reference for it.
Application Control	the feature embedded within the Vodafone Supplied Router that automatically identifies applications as per the current application to CoS class mapping spreadsheet referred to in the Service Specification.

RM3808 Network Services 2

Lot 1 – Data Access Services

Vodafone PSN Connect Encrypt

Public Sector



ADSL	asymmetric digital subscriber line.
Asymmetric Access Bandwidths	ADSL and/or VDSL2 access circuits.
Backbone	the IP Backbone Core and related infrastructure beyond the IP Backbone Core.
Border Gateway Protocol or BGP	the routing protocol which in essence illustrates how the Customer's network communicates with the IP Backbone Core to tell it what destinations can be reached.
Configuration Change(s)	any Hard Configuration Change(s) and/or any Soft Configuration Change(s) or any other definition of a change to an Optional Service Element outlined in the Service Specific Terms.
Core Service Element(s) or CSE	the core elements of a Service package as set out in the Service Specification.
Class(es) of Service or CoS	the classes of Service used to prioritise network traffic.
Customer Equipment	hardware or software not owned or provided by Vodafone, which is used with the Service (excluding the Router).
Customer Router	the Customer-edge router at a Customer Site provided, managed and maintained by Customer where set out in the Order.
Customer Service Centre or CSC	our dedicated service for managing Incidents as described in the Service Specification that are relevant to the Services.
Default CoS	the CoS allocated to any traffic not assigned to PSN Application CoS or PSN Real-Time CoS.

Digital Subscriber Line or DSL	a copper based asymmetric access technology which may be used to provide access circuits upto 76Mb/s downlink (towards a Customer Site) and 18Mb/s uplink (away from a Customer Site).
Ethernet First Mile or EFM	a copper based Ethernet access technology which may be used to provide symmetric bandwidth access circuits of 512Kbps to 20Mbps.

RM3808 Network Services 2

Lot 1 – Data Access Services

Vodafone PSN Connect Encrypt

Public Sector



Excluded Events	<p>any of the following:</p> <ul style="list-style-type: none"> (a) a fault or incident with any other Vodafone service purchased under a separate services agreement and/or service terms; (b) a fault or incident in, or any other problem associated with, non-Vodafone supplied power, any Customer Equipment, Customer Router, non-maintained structured cabling, Customer-contracted third party local internet access (in conjunction with Secure Internet Site Access), a Cloud Provider Data Centre, or other systems or networks not operated or provided by Vodafone; (c) a fault or incident caused by Customer's negligence, act or omission or that of any third-party not within Vodafone's direct control; (d) a fault, incident or delay that arises as a result of a request by the Customer for an expedited delivery of the Service; (e) the Customer not performing or a delay in performing any of the Customer obligations or conditions of use set out in the Services Agreement; (f) the Customer requesting Vodafone to modify a Customer Site, or to test one, although no Incident has been detected or reported in accordance with the Services Agreement; (g) Service suspension or a Force Majeure event in accordance with the General Terms; (h) the inability or refusal by a third-party supplier to provide input products at a Customer Site where the Service uses these to deliver the access circuit; (i) a Configuration Change in the process of implementation; (j) an Outage; (k) any failure to achieve service degradation targets resulting from a rate adaptive ADSL, or VDSL2, line re-train or due to performance issues, such as noise or vibrations, impacting copper access technologies supporting asymmetric or symmetric access circuits; (l) any degradation of performance that is caused by, or for any fault or incident in, the access circuit that occurs as a result of, or in connection with, technical limitations beyond Vodafone's control; (m) Vodafone being unable to access or being delayed in accessing the Customer Site (where a Customer Site visit is required) due to reasons outside its control, including, inclement weather or Customer's refusal to admit Vodafone; (n) a suspension under clause 15 of the General Terms; or (o) any other circumstances caused by events for which Vodafone is not liable in accordance with the terms of the Agreement.
Incident	any fault or incident which affects the Service provided to Customer, excluding any fault or, incident with any other Vodafone service purchased under separate service terms.
IP Backbone Core	Vodafone's multi-protocol label switching (MPLS) enabled network platform.

RM3808 Network Services 2

Lot 1 – Data Access Services

Vodafone PSN Connect Encrypt

Public Sector



Hard Configuration Change	a change to the Service that may include one or more of the following: (p) transfer of the Service from one Customer Site to another; (q) migrating between physical service access options (including port speed or port type); (r) modifications requested by Customer to alter the Service at a Customer Site requiring physical intervention; (s) physical movement of a Customer Site; and/or (t) removing a Customer Site from the Service.
Maintained	the Service package where Vodafone maintains the Router, and the Customer manages the Router as further set out in the Vodafone Router Maintenance Terms.

Maintained Router	the customer-edge router (including the installed software) at a Customer Site provided by Vodafone and maintained by Vodafone pursuant to the Maintained Service package as further set out in the Router Maintenance Terms.
Managed	the Optional Service Element package where Vodafone manages the Vodafone Supplied Router as further outlined in the Service Specification.
Minimum Assured Rate	the minimum bandwidth guaranteed over the access circuit, subject to the line rate.
Monthly Measurement Period	the period from the Service Commencement Date up to the end of the calendar month and then each calendar month thereafter (save for the last month which will be the beginning of the calendar month up to the termination date or expiry of the Service).
Network Access Method(s)	the access method or methods which connect the Customer Sites to the global IP MPLS network as more specifically described in the Service Specification.
Network Terminating Equipment or NTE	the Vodafone supplied, installed and managed Equipment that is used to terminate the access circuit where Customer has Ethernet access.
Normal Change	a change that is not an emergency change or a standard change, and is listed as a “Normal Change” in the Service Request Catalogue. Normal changes follow the defined steps of the change management process implemented by Vodafone from time to time.
Optional Service Element(s)	the elements of the Service which are optional as set out in the Service Specification.
Outage(s)	has the meaning set out in the Service Levels.
PoP	point of presence.
PSN Application CoS	a medium level of CoS consisting of four levels (1, 2, 3 and 4) of equal priority to reduce delayed or dropped traffic.
PSN Real-Time CoS	the highest level of CoS, prioritised over all other traffic.
PSN Shared Service Domain	the single common VPN carried across all PSN connectivity providers that makes up the PSN.
Router	Equipment that performs the task of routing traffic to and from the customer site used in connection with the Service which shall be a Vodafone Supplied Router or Customer Router.
Router Maintenance	the Maintained Service package as further detailed in the Service Specification.

RM3808 Network Services 2

Lot 1 – Data Access Services

Vodafone PSN Connect Encrypt

Public Sector



Service Request Catalogue	the service request catalogue for PSN Connect, as made available to Customer and updated by Vodafone from time to time.
Service Credits	the service credits payable by Vodafone to Customer in accordance with the Service Specific Terms.
Service Demarcation Point	depends on the Service package and other options selected in the Order as follows: (a) the port between the Router and the Customer Network for the Managed Service package; (b) the service interface of the access circuit for the Wires Only Service package and Maintained Service package; (c) the NTE where access is provided using Ethernet technology for the Wires Only Service package and Maintained Service package; (d) the egress point from the Vodafone PSN Connect Service to the GCN where access to the PSN Shared Service Domain is provided; (e) the last core IP network port that connects to the access link that connects to a PSN Service Provider.
Service Level(s)	the service levels which apply to the provision of the Service as set out in the Service Levels.
Service Level Objective or SLO	the performance Vodafone expects to provide, but which have no Service Levels or Service Credits associated with them.
Severity Level(s)	the performance Vodafone expects to provide, but which have no Service Levels or Service Credits associated with them.
Soft Configuration Change	a change to the Service provided to Customer that does not constitute a Hard Configuration Change or a Normal Change, including the following: (a) modification of the configuration of the Customer's VPN, at Customer's request, that is not classified as a Hard Configuration Change; and/or (b) modifying the bandwidth allocated to a CoS for a Customer Site.
Structured Cabling	standards-based building cable systems for commercial buildings that support data networks, voice, and video.
Super-Fast or Super-Fast Broadband	an access service that uses a VDSL2 technology.
VDSL2	an access method which uses Fibre to the Cabinet (FTTC) and very-high speed digital subscriber line 2 (VDSL2) technologies, and access circuits using this access method offer contended bandwidth.
VDSL2 Assured	an access method which uses Fibre to the Cabinet (FTTC) and very-high-speed digital subscriber line 2 (VDSL2) technologies, and is a native Ethernet access method which comes with a higher Minimum Assured Rate of bandwidth than VDSL2 and allows the Customer to order throttled IP port bandwidths.
VPN	virtual private network.
Third Party Backbone	an MPLS network core used by the relevant third party contracted by Vodafone, to extend access from the Backbone to the Customer Site.
Vodafone Supplied Router	the Equipment which is a customer-edge router at a Customer Site provided (either rental or purchase) maintained as standard by Vodafone and managed by Vodafone as an Optional Service Element.
Wires Only	the Service package where Vodafone may supply a Router (but does not maintain or manage any Router supplied) or the Customer may supply a Router (Customer Router) and install, maintains and manage it as further outlined in the Service Specification.



Appendix 2 General Terms

1. Structure

1.1 The Agreement consists of: (1) Call-Off Contract; (2) the Service Specific Terms; (3) the Mobility Service Terms and/or Fixed Service Terms, as applicable; (4) any applicable Price Plan Guide(s); (5) these General Terms; (6) any applicable Orders; (7) the Standard List Price and any other document expressly referred to in this Agreement; which apply in this decreasing order of precedence.

2. Duration

2.1 Agreement term: This Agreement commences on the Agreement Start Date and will continue until the earlier of (i) termination of the Agreement or (ii) the cessation of the last of the Services (including any agreed exit assistance in respect of the Services) in accordance with this Agreement.

2.2 Service term: Each Service will commence on its respective Service Commencement Date.

2. 5

Minimum Term: Each Service will continue for its specified Minimum Term and thereafter for any Renewal Term(s) unless notice to terminate the Service is given in accordance with this Agreement.

3.

Services

3.1

Provision of Services: Vodafone shall use reasonable endeavours to supply Customer with the Services according to the standard of skill and care expected of a competent telecommunications provider.

3.2

Orders: Customer may place Orders for Services in accordance with Vodafone's order process specified in this Agreement or as otherwise notified to Customer from time to time. Each Order will be subject to Vodafone's acceptance. Orders, once accepted, will form part of this Agreement. If Vodafone does not give express acceptance, acceptance will be deemed to occur on the earlier of despatch of any Equipment or the activation of the Service by Vodafone.

3.3

Customer information: Customer shall provide, and shall ensure its Users provide, the information and complete the documentation (including in relation to identification, legitimisation and VAT and billing details) required by Vodafone (including any tools provided by Vodafone) or any applicable NRA for the purposes of the Services or continued use of the Services. Customer shall ensure that such information is complete and accurate at all times.

3.4

Additional Service Recipient: If Customer wishes to add Additional Service Recipients, then Customer shall: (a) provide the full corporate details of the Additional Service Recipient; (b) seek approval in writing from Vodafone; (c) inform the Additional Service Recipient of the contractual arrangements; and (d) agree to pay such additional charges as Vodafone may reasonably request in relation to the approval of such requests.

3.5

Authorised Users: Access by Customer to the Services and Equipment is limited to authorised Users. Customer is responsible for ensuring Users' compliance with this Agreement. If Vodafone provides each authorised User with User Details, Customer 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. Customer 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.

3.6

Third parties: Customer shall ensure that the Users and Additional Service Recipients comply with this Agreement in relation to their use of the Services and Equipment, and shall be liable to Vodafone for the acts and omissions of the Users and Additional Service Recipients in relation to this Agreement. Save as expressly permitted under this Agreement, Customer shall not resell, distribute, provide or sub-licence the Services or Equipment (except Customer Equipment) to any third party.

3.7

Exclusions: Vodafone is not responsible for any content, goods or services which are accessed, downloaded or transmitted by Customer through use of the Services. Vodafone accepts

5.13

Compatibility: Customer shall ensure its systems, equipment and processes satisfy any Technical Prerequisites and

if required to be used in conjunction with the Equipment and the Services, are in good working order (if applicable) and are compatible



no responsibility for these services. Customer shall take appropriate measures to back up data and otherwise protect against loss of data under this Agreement.

3.8 Terms of use: Customer 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 this Agreement 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. Customer shall comply with the AUP in using the Services. Customer shall notify Vodafone immediately of any breach of security or unauthorised use of the Services.

3.9 Service Monitoring: Customer gives express consent for Vodafone to monitor Customer's use of the Service (and disclose and otherwise use the information obtained) only to: (a) the extent allowed by Applicable Law; (b) comply with Applicable Law; (c) protect the Network from misuse; (d) protect the integrity of the public internet and/or Vodafone's systems and Networks; (e) the extent necessary to determine if Customer has breached any conditions or restrictions on use of the Service; (f) provide the Service; and/or (g) take other actions agreed or requested by Customer.

3.10 Customer obligations: Customer shall promptly comply with its obligations under this Agreement. If Customer fails to comply with an obligation then, to the extent caused by Customer's breach, Vodafone will be relieved from its obligations under this Agreement without any liability to Customer and Customer shall reimburse Vodafone for any increased costs Vodafone incurs.

3.11 Compliance with law: The Parties shall each comply with, and notify the other in the event of any breach of, or change of status in respect of, Applicable Law in relation to this Agreement. Vodafone and Customer shall co-operate in good faith in their performance under this Agreement.

3.12 Cost of Investigations: Customer shall reimburse Vodafone for reasonable costs and

expenses Vodafone incurs investigating (including where no fault is found) and rectifying any issue with the Services or Equipment, where the issue has been caused by Customer's, or its User's, use of the Services or Equipment contrary to Vodafone's instructions or misuse, neglect or alteration of the Services or Equipment.

for use with the Equipment and the Services. Vodafone shall use reasonable endeavours to advise Customer of relevant requirements on request, but in no event shall Vodafone be responsible for any performance or non-performance issues with, or liable to support the Services if Customer's systems, equipment, or processes fail to satisfy the Technical Prerequisites or are otherwise incompatible with the Services. Vodafone may suspend the provision of any Service for which Technical Prerequisites have not been procured within the specified period and charge Customer any applicable Recovery Charge.

3.14 Security: Customer 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. Customer must seek prior approval from Vodafone before running any security tests, vulnerability scans or penetration tests on Vodafone Equipment or Services.

3.15 Telephone Number Allocation: Vodafone shall allocate telephone numbers to Customer for Customer's use of the Services. Vodafone may reallocate, withdraw or change such telephone numbers as a result of Applicable Law or instructions from a regulatory authority, but will take reasonable steps to minimise any disruption to Customer.

3.16 Porting: If Customer decides to port a telephone number allocated to Customer by Vodafone, Vodafone shall transfer Customer's telephone numbers to Customer's nominated network operator for Customer's use according to Applicable Law and regulation.

4.

General Equipment Terms

4.1

Equipment Availability: If Vodafone is unable to provide the Equipment requested, Vodafone will agree with Customer to provide alternative Equipment if practicable to do so.

4.2

Delivery of Equipment and Risk: Risk in the Equipment and SIMs passes to the Customer upon delivery. Vodafone will deliver to the agreed delivery address. Customer must notify Vodafone within 5 Working Days of delivery of any Equipment or SIMs which were damaged upon delivery and provide written details. If



any Equipment or SIMs are not delivered within 10 Working Days of the relevant delivery date, Customer must notify Vodafone as soon as possible. Provided that there is no dispute as to delivery or damage, Vodafone shall send replacement Equipment or SIMs free of delivery charge.

4.3

Title: Where Customer has purchased Equipment from

Vodafone, title to the Equipment (excluding title to any Vodafone Software) shall only pass to the Customer: (a) where delivered in the UK, on receipt of payment in full. This

includes credit against payment using Subsidy; or (b) where delivered outside the UK, at a place and time to be determined by Vodafone.

4.4

Unauthorised Equipment or Repairs: Customer acknowledges that Customer 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.

4.5

End of life: Vodafone may, on provision of reasonable notice, replace or retire the Equipment. Vodafone may provide the Customer with replacement Equipment which provide equivalent or improved functionality to the extent that alternatives are available, such Equipment refresh being subject to clause 12. Vodafone will not be liable for Customer's use of Equipment where Customer has not installed updates or followed Vodafone's reasonable recommendations regarding Equipment (including for any failures), and will not have any maintenance obligations.

4.6

Equipment Warranty: Vodafone shall pass on the benefit of any warranties that Vodafone obtains from the manufacturer of any Equipment supplied by Vodafone to Customer; however, Vodafone does not assign any of its rights or appoint Customer to act on Vodafone's behalf.

4.7

Faulty Equipment and returns: (a) If Equipment becomes faulty within 14 calendar days of delivery, Customer may return the Equipment to Vodafone for replacement in accordance with Vodafone's instructions. (b) Following the initial 14 calendar days from date of delivery, if Equipment becomes faulty within the manufacturer's warranty period due to an inherent defect in the Equipment;

(i) where Equipment is covered by the Recovery Policy, Customer may return the Equipment to Vodafone (at Vodafone's cost) and Vodafone shall repair or replace the Equipment in accordance with the Recovery Policy; or

(ii) Customer may notify the manufacturer directly and the manufacturer shall either repair or replace the Equipment (at its sole discretion) in accordance with its warranty. Out-of-warranty repairs may also be available in accordance with the Recovery Policy.

5.

General Software terms

5.1

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

5.2

Equipment and Service Software: Customer will comply with any licence agreement relating to Vodafone Software or Third Party Provider terms provided with the Equipment and any end user licence terms specified in the Service Specific Terms relating to the Service or any shrink-wrap or click-through and open source Software licences. If Customer does not accept the terms of the licence of any Software required in order for the Services to be performed, Vodafone will be excused from performing any Services relying on such Software. Where Software is subject to a Software licence, the terms of the Software licence shall comprise Customer's sole rights and remedies. **6. Intellectual Property Rights**

6.1

Licence: Subject to clauses 5.2 and 6.2, Vodafone and Customer each respectively grant, or shall procure the grant, to the Customer and Additional Service Recipients, or the Vodafone Group Companies a licence to use any Intellectual Property Rights owned by it or by a Group Company (including in Vodafone Software), to the extent that such licence is required by the other Party in order to fulfil its obligations or receive the benefits under this Agreement.

6.2

Licence terms: Each licence is granted on the basis that: (a) it is not transferable, not sub-licensable and non-exclusive; (b) the beneficiary of the licence shall not, in relation to the relevant material, copy, modify, reverse engineer, adapt, translate, decompile, disassemble or correct errors, save to the extent that it cannot be prevented under Applicable Law; and (c) each licence starts as necessary for the performance or receipt of the Services and ends when the applicable Service ends.

7.

Indemnity – Intellectual Property Rights



7.1

Indemnity for third party claim: Subject to clause 5.2 and clauses 7.2 to 7.4 (inclusive), Vodafone shall defend and indemnify Customer for amounts payable to a third party for a proven infringement of that third party's Intellectual Property Rights directly resulting from use by Customer of the Services.

7.2

Indemnity process for third party claim: In relation to any such third party claim Customer shall: (i) promptly notify Vodafone and provide full written details of any actual or potential claim; (ii) not admit liability or take any action which may prejudice defence of the claim; (iii) not admit or settle the claim without Vodafone's prior written consent (which Vodafone may not unreasonably withhold or delay); (iv) give Vodafone sole conduct of the defence of the claim; (v) give Vodafone all reasonable assistance to contest or defend the claim (and Vodafone shall meet reasonable associated costs); (vi) mitigate its losses; and (vii) give Vodafone all reasonable assistance in allowing Vodafone to make modifications to the Services to avoid potential infringement of the third party's Intellectual Property Rights.

7.3

Indemnity restrictions for third party claim: Vodafone has no liability in relation to any such third party claim and Customer is responsible for amounts payable to the third party attributable to: (i) the use of materials provided by Customer in connection with the Services; (ii) Vodafone's compliance with Customer's design requirements or other instructions given by Customer to Vodafone; (iii) the combination of the Services with products or services not provided by or authorised by Vodafone; (iv) Customer's failure to follow Vodafone's instructions in relation to the Services; (v) unauthorised Customer modifications to the Services or Equipment; (vi) Customer's failure to adopt modifications made by Vodafone to the Services to avoid potential infringement of the third party's Intellectual Property Rights; or (vii) Customer's breach of the indemnity process for third party claims or any other breach of this Agreement.

7.4

Indemnity Limitations: If Vodafone sources Equipment from a third party manufacturer

or reseller, Vodafone shall attempt to secure from it an indemnity against third party claims for infringement of Intellectual Property Rights in the Equipment. Vodafone's liability to Customer in respect of third party claims for infringement of Intellectual Property Rights in the Equipment will not exceed the liability of the third party manufacturer or reseller to Vodafone.

Sole Remedy: the indemnities within this clause 7 shall be Customer's sole contractual remedy in relation to any claim covered by the relevant indemnity.

8.

TUPE Regulations

6.1

No transfer: The Parties:

(a) do not believe that the commencement of this Agreement, or the commencement or provision of the Services nor any termination or cessation of the Services (in whole or part) will give rise to a

"relevant transfer" within the meaning of the TUPE Regulations;

and (b) do not intend as a result of this Agreement, or commencement or provision of the Services nor any termination or cessation of the Services (in whole or part) that the employment (or related rights and liabilities) of any current or former employee shall transfer in accordance with the TUPE Regulations; between (a) Vodafone and/or its Group Companies and/or sub-contractors or suppliers, and (b) Customer and/or its Group Companies and/or sub-contractors and/or suppliers.

the Former Employer to comply with its obligations under the TUPE Regulations; and (c) any claim arising from the termination of employment of any such individual including by the Receiving Party or on or after the transfer date; (d) any liability to pay salary or any other benefit or emolument and to account for any payments to HM Revenue and Customs in respect of any such individual up to and including the date on which such individual's employment is terminated.

9. Payment and Tax

7.1

Charges and invoices: Unless expressed otherwise in the CallOff Contract, Charges shall be invoiced by Vodafone as follows:

the Former Employer will indemnify the Receiving Party in relation to any costs, claims, liabilities and expenses (including reasonable legal expenses) which the Receiving Party may suffer or incur arising out of, in connection with or as a result of any such claim including but not limited to (a) any claim arising from any of the Former Employer's acts or omissions in relation to any such individual before the date of transfer; (b) any claim arising from any failure by

7.4

Late payment: If Customer does not pay the Charges by the Due Date, and has not raised a dispute in accordance with clause 9.3, Vodafone may, take any or all of the following actions until paid in full (including interest): (i) charge interest on the

6.2

Indemnity: If, contrary to the intention of the Parties, it is found, alleged or claimed that the employment of any individual employed or previously employed by a Party or any of its Group Companies, subcontractors, or suppliers ("Former Employer") nonetheless transfers to the other Party, or any of its Group Companies, sub-contractors or suppliers ("Receiving Party") pursuant to the TUPE Regulations then: (a) the Receiving Party shall notify the Former Employer of that finding, allegation or claim as soon as reasonably practicable after becoming aware of it; and

RM3808 Network Services 2

Lot 1 – Data Access Services

Vodafone PSN Connect Encrypt

Public Sector



(a) Access Fees / Recurring Charges: monthly or annually (as may be applicable) in advance.

(b) One-Off Charges:

(i) On the first invoice after the applicable Service, Service Element, Configuration Change or Equipment is ordered; or

(ii) As incurred by Vodafone and agreed in advance with Customer.

(c) Accrual of Charges: except for Installation, maintenance or other specified Charges which are payable on acceptance of an Order by Vodafone, Charges for each Service shall start to accrue on the Service Commencement Date and Vodafone shall be entitled to invoice Customer for those Charges in the month following the Service Commencement Date irrespective of whether any traffic has been routed through the Service.

The Charges are stated exclusive of any applicable VAT and all duties, levies (including taxes levied on the supply of the Services) or any similar charges, which shall be paid by Customer to Vodafone (in the case of VAT, upon receipt by Customer of an appropriate tax invoice). The Charges are stated and payable in pounds sterling. Any Charges not specified in the Agreement shall be at the Standard List Price. Rounding and minimum charges apply.

8.2

Payment: Subject to clause 9.3, Customer shall pay the Charges without offset by the Due Date.

9.3 Invoice disputes: Customer shall only dispute an invoice by notifying Vodafone within 15 Working Days of the date of invoice, including details of why it disputes the invoice and how much it believes is payable, and in any event paying undisputed amounts by the Due Date. Customer shall only dispute amounts with reasonable cause and in good faith. Within 30 days of resolution of an invoice dispute, Vodafone shall endeavour to issue a credit or Customer shall make payment (as appropriate).

and Equipment by Vodafone is subject to a satisfactory credit check, which may result in Vodafone applying a credit limit.

10. Confidentiality

10.1 Confidentiality: Each Party shall, in respect of the other Party's Confidential Information: (a) keep it confidential for three years after the date of disclosure; (b) use it solely for the purpose of performing its

unpaid amount at 4% per annum above the base rate of the Bank of England; (ii) withhold any sums owing to Customer by Vodafone (including Subsidy); (iii) set-off any sums currently owing to Customer by Vodafone against the unpaid Charges; (iv) charge reasonable administration costs; and (v) take action under clauses 16.1 and/or 17.4. Vodafone shall contact Customer's accounts payable department (or other contact advised to Vodafone in writing) to request payment.

8.5

Recovery Charge: Except where Customer validly terminates this Agreement or a Service in accordance with clause

obligations or exercising its rights in respect of this Agreement; (c) not disclose it to any person save to its own directors, officers, employees, sub-contractors or professional advisors (or those of its Group Companies) who need it to perform obligations, exercise rights or conduct audits in connection with this Agreement, or as required by Applicable Law; (d) ensure that such persons keep it confidential; and (e) and return or destroy it on termination of this Agreement other than where necessary to keep it for regulatory reasons in secure archives.

10.2 Exceptions: These provisions do not apply to the extent any Confidential Information: (a) is or becomes public knowledge without breach of this Agreement; (b) was already in a Party's possession or independently developed free of obligations of confidentiality; or (c) is received from a third party free of obligations of confidentiality.

10.3 Announcements: Neither Party shall make an announcement or public statement relating to this Agreement unless agreed in advance in writing, although Vodafone may include Customer in Vodafone's published generic list of customers.

11. Liability

11.1 Liability principles: Neither Party is liable under this Agreement, whether in contract, tort (including negligence), breach of statutory duty, indemnity or otherwise, for: (a) any loss (whether direct or indirect) of profit, revenue, anticipated savings or goodwill; (b) any loss of or corruption to data (except to the extent that such loss or corruption is a direct result of a Party's breach of Applicable Privacy Law in relation to the performance of its obligations under this Agreement) (c) any regulatory fines; (d) any legal costs; (e) any loss arising from business interruption or reputational damage; (f) indirect or consequential losses, regardless of whether any of these types of losses were contemplated by either of the Parties when they entered into this Agreement or any Order. Neither Party

12.3, 17.2 or 17.3, if this Agreement or a Service is terminated (i) prior to the Service Commencement Date or expiry of a Minimum Term or Renewal Term(s), or (ii) a Minimum Term expires before Customer achieves the Target Spend (where applicable), Customer shall pay Vodafone a Recovery Charge.

9.6 Credit check: Vodafone may credit assess Customer from time to time to assess Vodafone's risk. The continued provision of Services



excludes any liability which cannot be excluded by Applicable Law.

- 11.2** Liability cap: Subject to clause 11.1, each Party's aggregate liability under or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty, indemnity or otherwise, in respect of each Liability Period shall not exceed the amount of the Charges paid or payable between the Parties in respect of that Liability Period. If the Charges have been paid or payable between the Parties for less than 12 months in any Liability Period, a Party's liability shall not exceed the average monthly charge paid or payable for that Liability Period multiplied by 12. This liability cap shall not apply to damages due to breach of confidentiality obligations as set out in this Agreement (except to the extent that such breach of confidentiality relates to the disclosure of Personal Data, in respect of which the Data Privacy Obligations shall apply) or non-payment of Charges or Recovery Charges.
- 11.3** Liability for third party claims under Applicable Privacy Law: Subject to clause 11.1, where one party has paid compensation following a successful claim from a third party and the matter giving rise to such claim was wholly or partly as a direct result of a breach of Applicable Privacy Law by the other party, the party in breach will be liable to compensate the other party to the extent that their breach caused damage provided that reasonable efforts were made to mitigate the liability.

12. Changing the Terms

- 12.1** Changes in writing: Save for any changes identified in this clause 12, any amendment to this Agreement will be in writing and executed by the Parties.
- 12.2** Changes: Vodafone:
- (a) will, on an annual basis, apply an increase to all or any Charges by an amount up to or equal to the UK Retail Price Index (RPI) "All Items" rate published by the Office for National Statistics (or by any other body to which the functions of that office may be transferred) in January of that year. Any additional further increase to Charges shall be in accordance with clause 12.2(b) below. (b) may change this Agreement (including changing or introducing new Charges or changing or withdrawing Services):
- (i) where required to comply with Applicable Law or regulation;
- (ii) due to a change in Vodafone's or a Third Party Provider's charges, out-payments, operations or services; or (iii) where Vodafone reasonably determines the change is needed to maintain or improve quality of the Service.

12.3

Termination on change: If a change under clauses

12.2(b)(ii) or 12.2(b)(iii) is materially detrimental to Customer (in the case of increase to Charges, any increase shall be measured on a cumulative basis per calendar year), Customer may terminate the affected part of this Agreement by giving written notice, within 30 days of being notified of the change, such notice to be effective only if Vodafone cannot resolve the concern to the Customer's reasonable satisfaction within 30 days of receipt of termination notice. For the purposes of this clause, an increase to Customer's overall monthly invoice of more than 10% (including any annual increase under 12.2(a)) shall amount to a material detriment. Customer shall not be entitled to any compensation as a result of exercising its rights under this clause.

12.4 Notice of changes: Vodafone shall provide Customer with as much advance notice as practicable of changes under clause

12. 2(b)(ii) or 12.2(b)(iii) which are materially detrimental to Customer, but no less than 30 days' notice shall be given prior to implementing the change. Vodafone shall not be obligated to notify Customer of a change under clause 12.2(a).

12.5 Changes without notice: Vodafone may update or withdraw its Services without notice only where such change (in Vodafone's reasonable opinion) does not cause Customer any detriment or where Customer does not regularly use that Service.

13. Assignment

- 13.1** Assignment: Neither Party may assign, novate or otherwise transfer any of its rights and obligations under this Agreement without the prior written consent of the other Party, which shall not be unreasonably conditioned, withheld or delayed, provided that Vodafone may assign, novate or otherwise transfer any of its rights under this Agreement (without the consent of Customer) to any Vodafone Group Company or a debt collection agency where Vodafone has terminated this Agreement for Customer's nonpayment of undisputed invoices.

- 13.2** Sub-contract: Vodafone may sub-contract any of its obligations under this Agreement but shall remain responsible to Customer for the provision of the Services.

14. Data Protection

- 14.1** Both parties shall comply with Applicable Privacy Law. **14.2** Vodafone (and their subcontractors) may Process User Personal Data for the following purposes: (i) account relationship management; (ii) sending bills; (iii) order fulfilment /delivery; or (iv) customer service.



14.3 When providing Services as an electronic communications services provider, Vodafone may also Process Traffic Data as Data Controller for the following purposes: (i) delivering User communications; (ii) calculating Charges pertaining to the User; (iii) identifying threats to the Network/Services and protecting against the same; (iv) understanding communication flow through the network/services in order to inform network and service development and roll-out plans; or (v) internal use for development and improvement of Network/Services. Such Processing will not include providing Traffic Data to third parties or making it publicly available.

14.4 Vodafone may disclose User Personal Data and/or Traffic Data: (i) if required by Applicable Law, court order, Privacy Authority or any other statutory or supervisory authority, body or agency; or (ii) to Vodafone Group companies or third parties lawfully sub-processing for Vodafone to deliver the Services.

14.5 The Parties acknowledge and agree that the Parties will need to share Operational Data between themselves. Operational Data will be shared on the basis of a transfer from one Party to the other, and each Party will assume responsibility for its own compliance with Applicable Privacy Law.

14.6 Where Vodafone is acting as a Data Processor, applicable terms shall be set out in the relevant Service Specific Terms. **14.7** The personal information collected from Customer and/or Users will be shared with fraud prevention agencies who will use it to prevent fraud and money-laundering and to verify Customer's and/or User's identity. If fraud is detected, Customer and/or Users could be refused certain Services, finance, or employment.

14.8 Interpretation and Definitions: in this clause 14, any reference to "Vodafone may" is deemed to constitute: (a) a specific acknowledgement and authorisation on the part of Customer as required by Applicable Privacy Law; and (b) permission for Vodafone's lawfully appointed sub-processors to do likewise (for whose acts and omissions Vodafone remains responsible).

15. Dispute Resolution

15.1 Choice of law: This Agreement and all disputes between the Parties are governed by, and construed in accordance with the laws of England and Wales.

15.2 Jurisdiction: The Parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales. This does not prevent either Party from making an application to any court of competent jurisdiction to obtain

an interim remedy (including any injunction) at law or in equity in relation to the dispute.

15.3 Disputes: If there is a dispute under this Agreement, both Parties shall use reasonable endeavours to resolve it. If the relevant Vodafone representative has been unable to resolve the issue to Customer's reasonable satisfaction, Customer may escalate the issue to a more senior representative within Vodafone, as reasonably determined by Vodafone.

15.4 Legal Proceedings: Neither Party shall issue any legal proceedings in relation to any dispute arising out of this Agreement until the earlier of the conclusion of the escalation procedure provided for in clause 15.3 or 3 months after the date the dispute was first referred to such escalation procedure. This shall not prevent either Party from making an application to any court of competent jurisdiction to obtain an interim remedy (including any injunction) at law or in equity in relation to the dispute.

16. Suspension of Services

16.1 Suspension: Vodafone may suspend the Services (in whole or part), including provision of Equipment: (a) in order to comply with Applicable Law; (b) to the extent necessary for maintenance, modification, repair and testing of the Network; (c) to safeguard the security and integrity of the Network or to reduce the incidence of fraud; (d) if Customer has failed to pay undisputed amounts for more than 30 days from the Due Date; (e) in any other circumstances specified in this Agreement; (f) if Customer breaches clause 3.8; (g) if Customer exceeds a credit limit on its account; or (h) if Vodafone has the right to terminate this Agreement.

16.2 Duration of Suspension: Vodafone shall keep all suspensions to a minimum and shall give Customer prior notice of such suspensions where reasonably practicable.

16.3 Suspension for Breach of Terms of Use: Where Customer breaches clause 3.8 and where reasonably possible, Vodafone shall: (a) give Customer prior notice of any associated suspension; (b) give Customer a reasonable time to rectify the breach in order to avoid a suspension; and (c) limit any suspension to those Connections or Users in breach. If Customer breaches clause 3.8 a second time, Vodafone may take action under this Agreement without reference to this clause 16.3. Customer may be required to reimburse Vodafone for reasonable costs



and expenses incurred by Vodafone in resuming the Service.

17. Termination

17.1 Termination for convenience: Unless stated otherwise in the

Service Terms, either party shall have the right to terminate this Agreement in whole or in part by giving three months' written

notice. 17.2 Termination for cause: Either Party may terminate this Agreement (in whole or in part): with immediate effect by written notice to the other Party if that other Party: (a) becomes subject to sanctions and/or trade or export control laws necessitating termination; (b) commits a material breach of this Agreement which is capable of remedy and is not remedied within 30 days of written notice from the first Party; (c) commits a material breach of this Agreement which is not capable of remedy; or (d) makes an arrangement with or assignment in favour of a creditor, goes into liquidation or administration or a receiver or manager is appointed to manage its business or assets, or any analogous insolvency event occurs in the territory where it is located (if such termination is permitted by Applicable Law).

17.3 Termination due to Force Majeure: Either Party may terminate this Agreement (in whole or in part) with immediate effect by written notice to the other Party if that other Party is the subject of a Force Majeure event for a continuous period exceeding 90 days.

17.4 Other termination rights: Vodafone may terminate this Agreement (in whole or in part) with immediate effect if Customer breaches clause 3.8 or Customer is more than 30 days late in paying undisputed Charges and does not make payment within 30 days of written notice from Vodafone.

17.5 Effect of termination: On termination of this Agreement or an individual Service, Customer and its Users shall (a) stop using the relevant Services and Vodafone Software (other than Software embedded in Customer Equipment), (b) return, or make available for collection, any Equipment, documents and information owned by Vodafone in accordance with Vodafone's reasonable instructions and (c) pay any outstanding Charges, including any applicable Recovery Charge. In the event Customer fails to return or make available for collection any Equipment, Vodafone reserves the right to recover the cost of such Equipment. Customer shall not be entitled to unused Subsidy after termination or from 3 calendar months prior to expiry of the Minimum Term.

18. General Provisions

18.1 Survival of clauses: Any provision of this Agreement which expressly or by implication is intended to come into or continue in force on or after termination of this Agreement (in whole or part) will continue in force.

18.2 Notices: All notices to either party under this Agreement shall be in writing and sent to the respective Parties' registered office. Alternatively, Vodafone may send written notice to Customer's main contact mobile telephone number (via text), or the email address as provided.

18.3 Inclusive wording: Any phrases introduced by the terms "including", "include", "in particular" or any similar expression are deemed to have the words "without limitation" following them and are construed as illustrative and do not limit the sense of the words preceding those terms.

18.4 Force Majeure: If a Force Majeure event occurs, the affected Party is not liable to the other and will be released from its affected obligations for the period of the Force Majeure event, provided that the affected Party has notified the other Party of the circumstances giving rise to the Force Majeure event.

18.5 Illegality: If a provision or part-provision of this Agreement is found to be illegal, invalid or unenforceable, that provision or part-provision shall be treated as having been modified to the minimum extent necessary to make it valid, legal or enforceable and to ensure it achieves the intended commercial result of the original provision. If modification is not possible, the relevant provision or part-provision shall be deleted. Any modification to or deletion shall not affect the validity of the rest of this Agreement.

18.6 Non-waiver: Neither Party shall lose any right under this Agreement if it fails to use that right, or delays in using it. For a waiver of a right to be valid, it must be agreed in writing by authorised individuals and will not give rise to an on-going waiver of that right unless it is expressly stated to do so.

18.7 Warranties: Each Party warrants that it has full power and authority to enter into the Agreement and to perform its obligations under the Agreement.

18.8 Implied terms: Unless expressly set out in this Agreement all warranties, representations and conditions which are implied by statute or otherwise are expressly excluded to the extent permitted by Applicable Law.

18.9 Entire agreement: Except for fraudulent misrepresentation, this Agreement represents the entire agreement between the Parties relating to its subject matter and



supersedes any previous agreements between the Parties relating to the same. The Parties acknowledge that, in entering into this Agreement, neither Party has relied upon any statement, promise or warranty made, or agreed to, by any person, except those expressly provided for by this Agreement. Unless expressly set out in this Agreement, all other warranties, terms, conditions, statements and representations (whether expressed or implied by statute, common law, custom, usage or otherwise) are excluded to the fullest extent permitted by law.

18.10 Third party rights: This Agreement is made only for the benefit of the Parties to this Agreement and is not enforceable by any other person under the Contracts (Rights of Third Parties) Act 1999 or other Applicable Law.

18.11 Counterparts: The Parties may sign this Agreement by electronic signature. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and all the counterparts together shall constitute one and

19. General Definitions

19.1 Applicable to the General Terms:

Access Fee	a Recurring Charge payable by Customer for use of the Services on a monthly or annual basis as set out in the Call-Off Contract and/or Order.
Actual Spend	the aggregate amount of Charges incurred and payable by Customer during the Minimum Term solely for the Service to which the Target Spend applies and excluding fees for Equipment (whether paid for by use of Subsidy or not) and less any credits or rebates applied to the account.
Additional Service Recipients	a Customer Group entity which is not a direct party to this Agreement, but which is named in this Agreement as a beneficiary of the Services or otherwise approved to receive the Services in accordance with clause 3.4 of the General Terms.
Agreement	this agreement, consisting of the documents set out in clause 1.1 of the General Terms.
Agreement Start Date	the date of Vodafone's acceptance of the applicable Call-Off Contract. Where acceptance is not express, acceptance is deemed when Vodafone begins to provide the first of the Services and/or Equipment governed by this Agreement to Customer.
Applicable Law	law, regulation, binding code of practice, rule or requirement of any relevant government or governmental agency, professional or regulatory authority, sanctions (economic trade and financial sanctions laws, regulations, embargoes or restrictive measures administered), trade or export control laws each as relevant to (i) Vodafone in the provision of the Services and/or (ii) Customer in the receipt of the Services or the carrying out of its business.
Applicable Privacy Law	means the relevant data protection and privacy law, regulations (including the Data Protection Act 2018) and other regulatory requirements to which Vodafone Limited is subject.
AUP	Vodafone's acceptable use policy set out at in this SSO.
Charges	the charges or fees specified in this Agreement as payable by Customer.
Confidential Information	confidential information concerning the business and affairs of a Party, a Vodafone Group entity or a Customer Group entity that a Party obtains or receives from the other Party or which arises out of the performance of any Service.
Connection	A Vodafone SIM or fixed line connection that has been configured to attach to the Network.
Customer	the entity identified in the Call-Off Contract as such.

the same instrument.

Customer Equipment	hardware, Software or any other tangible material not supplied by Vodafone that is used with or to access the Service. Any Equipment Customer purchases from Vodafone shall be considered to be Customer Equipment once title has passed to the Customer.
--------------------	---

RM3808 Network Services 2

Lot 1 – Data Access Services

Vodafone PSN Connect Encrypt



Public Sector

Customer Group	Customer and any company in which Customer has the beneficial ownership of more than 50% of the issued share capital, or the legal power to direct the general management of the company in question, either at or after the date of this Agreement.
Customer Site	as the context permits a Customer's premises (either owned by Customer or a third party) which Vodafone needs to access in order to deliver or install Equipment and/or to provide the Services or the location where the Services are to be provided, as set out in the Call-Off Contract and/or Order.
Data Controller	the person that determines the purposes and means for which data is Processed.
Data Privacy Obligations	in respect of each Party, that Party's obligations relating to the Processing or control of User Personal Data as expressly set out in this Agreement.
Data Processor	the person that Processes data on behalf of the Data Controller.
Due Date	as specified in the Call-Off Contract or, if not specified, 14 calendar days from the date of invoice by direct debit or another electronic payment method agreed with Vodafone.
Equipment	hardware, Vodafone Software, and any other tangible equipment (other than SIMs) supplied by, or on behalf of, Vodafone to Customer for use in receiving the Services. Equipment excludes Customer Equipment.
Fixed Service	the core fixed telecommunication Service and any associated additional Services belonging to the fixed family of Services (as identified in the Service Specific Terms).
Fixed Service Terms	If applicable the document identified in this Agreement as the "Fixed Service Terms" that sets out terms and conditions relating to fixed line and applicable elements of unified communications Services.
Force Majeure	in relation to a Party, means any circumstances, events, omissions or accidents beyond the control of that Party, which prevent that Party from performing any or all of its obligations.
GDPR	General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data.
General Terms	the document identified in this Agreement as the "General Terms".
Group Company	a member of the Vodafone Group or Customer Group, as relevant.
GSM Gateway	any equipment containing a SIM which enables calls from a fixed network (landline) to be routed via a GSM link to a mobile network establishing a mobile-to-mobile ('on-net') call.
Incumbent Provider	the regulated operator who is authorised to provide a Service in a given country.
Intellectual Property Rights	(a) rights in, and in relation to, any patents, registered designs, design rights, trade marks, trade and business names (including all goodwill associated with any trade marks or trade and business names), copyright, moral rights, databases, domain names, topography rights and utility models, and includes the benefit of all registrations of, applications to register and the right to apply for registration of any of the foregoing items and all rights in the nature of any of the foregoing items, each for their full term (including any extensions or renewals thereof) and wherever in the world enforceable; (b) rights in the nature of unfair competition rights and rights to sue for passing off; and (c) trade secrets, confidentiality and other proprietary rights, including rights to know how and other technical information.
International Band	a group of countries classed by Vodafone as being grouped together for calls to another country from the UK as set out within the applicable Price Card.
Liability Period	each consecutive 12-month period starting on the Agreement Start Date.
Minimum Term	the minimum term to which Customer commits to receive a Service (either for the Service, or a Service Element, as a whole or on a minimum term per Connection basis), as specified in the Call-Off Contract. Unless stated otherwise in the Call-Off Contract, the minimum term shall commence on the Service Commencement Date.
Mobility Equipment	hardware, Vodafone Software, and any other tangible equipment in relation to Mobility Services (other than SIMs) supplied by or on behalf of Vodafone to Customer for use in receiving Mobility Services.
Mobility Service	The core mobile telecommunication Service and any associated additional Services belonging to the mobility family of Services (as identified in the Service Specific Terms).
Mobility Service Terms	If applicable the document identified in this SSO as the "Mobility Service Terms" that sets out terms and conditions relating to mobile telecommunication and any applicable elements of unified communications Services.

RM3808 Network Services 2

Lot 1 – Data Access Services

Vodafone PSN Connect Encrypt



Public Sector

Network	the communications network together with the equipment and premises that are connected to such network and which are used by Vodafone to perform the Services.
Non Recurring Charges	means One-Off Charges.

NRA	the national regulatory authority for electronic communications or telecommunications services in the relevant country.
Off -peak	all periods that are not Peak Hours.
One-Off Charges	the non-recurring Charges payable by Customer in relation to the Service and/or Equipment as described in the Call-Off Contract and detailed in Customer's Order, and may include Installation Charges for ports, access circuits and routers, charges for set up of Service Elements and Configuration Changes.
On-VPN	a call type between telephone numbers that the Parties have agreed to form part of a virtual private network.
Operational Data	Personal Data provided or made available by one Party to the other which is operationally required for the performance of this Agreement (business contact information such as names, email addresses, telephone and fax numbers) relating to that Party's employees or representatives.
Order	an order (in the form specified in this Agreement or otherwise agreed by the Parties) that is raised by Customer to order Services and that is accepted by Vodafone.
Party or Parties	Customer and Vodafone, as relevant.
Peak	a period between 8.00am and 7.00pm on Monday, Tuesday, Wednesday, Thursday and Friday in the UK.
Personal Data	shall mean any information relating to an identified or identifiable natural person as defined by the Applicable Privacy Law and including any additional such personal data to which the Data Processor have access from time to time in performing the Services.
Port	transfer a telephone number that is connected to the Network under this Agreement to a different network provided by another supplier.
Price Card	a document which details Standard List Price Charges (including out-of-bundle Charges) and individual terms for a particular standard price plan set out in the SSO.
Privacy Authority	the relevant statutory or supervisory authority with responsibility for the Applicable Privacy Law in the jurisdiction of the Data Controller.
Process/Processed /Processing/ Processes	obtaining, recording or holding information or data or carrying out any operation or set of operations on it.
Recovery Charge	any amount payable by Customer for early termination or failure to meet commercial commitments as set out in this Agreement. Unless expressed otherwise, where a Target Spend is specified in the Call-Off Contract the Recovery Charge shall be calculated as the greater of: (a) Target Spend ÷ Minimum Term (in months) x number of months left in Minimum Term from date of termination; or (b) Target Spend – Actual Spend. If a term per Connection is specified, in the Call-Off Contract the Recovery Charge shall be calculated as: Access Fee or Recurring Charge (as applicable) x number of months left in Minimum Term + any outstanding One-Off-Charges. Except for the above circumstances, where a Service or a Service Element is terminated prior to the Service Commencement Date, during the Minimum Term or during the Renewal Term, the Recovery Charge shall be as set out in the Call-Off Contract..
Recovery Policy	If applicable Vodafone's recovery policy regarding the replacement or repair of faulty Mobility Equipment, as set out in this SSO.
Recurring Charge	a regular and recurring Charge payable by Customer for use of the Services on a monthly, quarterly or annual basis as set out in the Call-Off Contract and shall include Access Fees.
Renewal Term	the renewal term of the relevant Service as specified in the Call-Off Contract.

RM3808 Network Services 2

Lot 1 – Data Access Services

Vodafone PSN Connect Encrypt



Public Sector

Roaming Zone	a group of countries classed by Vodafone as being grouped together for calls made and/or received in a country other than the UK as set out within the applicable Price Card.
Service Commencement Date	Shall be the Agreement Start Date unless stated otherwise in the Service or Call-Off Contract. Except for Target Spend Services, if Customer submits further orders after the initial Service Commencement Date, the commencement date for those ordered Services shall be the date Vodafone begins to provide the ordered Services and/or Equipment to Customer.
Service Element	the individual components of a Service (including optional service elements if applicable).
Service Terms	the Mobility Service Terms and/or Fixed Service Terms, as applicable, together with the relevant Service Specific Terms, including the Tiered Support Service Specific Terms where applicable and which are set out at in the Appendix of this SSO.
Service Specific Terms	the document(s) if applicable identified in the Appendix of this SSO as the "Service Specific Terms" that set out information such as terms and conditions, specifications and technical information specific to a Service.
Services	the services (including any applicable Service Elements) to be provided by Vodafone or a Third Party Provider under this Agreement and as specified in this Agreement. Any reference to Service within this Agreement may be an individual Service or collectively all Services, as appropriate.
SIM	a "subscriber identity module" card is an integrated circuit storing user specific data and provided by Vodafone to allow use of equipment on the Network by Customer.
Software	a machine executable computer program, software module or software package or any part thereof (in object code only) which Vodafone licences to Customer, or grants Customer access to, as part of the Service, irrespective of how it is stored or executed, and including all fixes, modifications, enhancements, translations, updates, upgrades and derivative works.
Standard List Price	Vodafone's standard unsubsidised, undiscounted or waived Charges for Services and Equipment (as amended by Vodafone from time to time) as advised to Customer by Vodafone and/or as set out in this SSO.
Subsidy	a sum Vodafone invests in the Customer, including Connection bonus, Technology Fund or Equipment discount, as set out in the Call-Off Contract.
Target Spend	the amount of money specified in the Call-Off Contract for a particular Service (where applicable).
Technical Prerequisites	any requirements detailed in the Service Specific Terms or otherwise provided to Customer in writing relating to a Service or Equipment including notification to upgrade
Technology Fund	credits applied to Customer's Vodafone account to offset (fully or partially) the cost of certain Equipment (excluding tablets and computers) sold to Customer at Vodafone's Standard List Price.
Third Party Provider	a third party contracted by either Vodafone (including Vodafone Group) or Customer that provides a Service, a Third Party Service or that provides a service that connects to a Service. Third Party Providers may include Incumbent Providers.
Third Party Services	those Services provided by third parties which are charged in addition to Customer's inclusive price plan allowance. Third party services may include premium rate services, content services, calls to non-geographic numbers, calls to call forwarding numbers, using Customer Equipment or Equipment abroad, or making calls and sending texts to a country outside the UK.
Tiered Support Service Specific Terms	the Appendix identified in this SSO as the "Tiered Support Service Specific Terms" that sets out information on the support services Vodafone offers in respect of certain Services if applicable.
Traffic Data	any data processed for the purpose of the conveyance of a communication on an electronic communications network and for billing.
UK	England, Wales, Scotland, Northern Ireland and adjacent islands (e.g. Isle of Wight) but excluding the Channel Islands and the Isle of Man.
User	an individual end user of the Services who is approved by Customer and who must be a permanent or temporary employee or sub-contractor of Customer or an Additional Service Recipient unless otherwise specified in this Agreement.
User Details	a user name, password, or other access information used by a User to access the Service and/or Equipment.

RM3808 Network Services 2

Lot 1 – Data Access Services

Vodafone PSN Connect Encrypt

Public Sector



User Personal Data	any information that relates to an identified or identifiable User.
Vodafone	Vodafone Limited, registered number 01471587, and registered office Vodafone House, The Connection, Newbury, Berkshire RG14 2FN.
Vodafone Group	(a) Vodafone Group Plc, Vodafone Limited and any company in which Vodafone Group Plc owns (directly or indirectly) 15% or more of the issued share capital; and (b) any partner market listed on the Vodafone website.
Vodafone Software	any Software supplied by Vodafone or its licensors to Customer (including Software embedded in any Equipment).
Working Days	Monday to Friday inclusive, other than public holidays in the UK.
Working Hours	9.00am to 5.00pm on a Working Day.

Appendix 3 Fixed Terms

1. General

These Fixed Service Terms should be read in conjunction with the Call-Off Contract Terms, Service Specific Terms, General Terms and other applicable parts of this Agreement.

2. Commencement and Delivery

2.1

Service Term: The Service Commencement Date, Minimum Term and Renewal Term for each Service are set out in the Call-Off Contract Terms and/or the Orders.

2.2

Agreed Delivery Date: Vodafone shall use reasonable endeavours to deliver a Service by the Agreed Delivery Date. If Customer requests a change before completion of delivery of the Services, Vodafone shall either adjust or cancel the applicable Service, subject to any Recovery Charge, and/or amend the Agreed Delivery Date, as applicable.

2. 9

Service Commencement Date: The Service will be subject to Vodafone's standard acceptance testing criteria. Once Vodafone considers that the criteria has been met, Vodafone will make the Service available to Customer or notify Customer that the Service is ready for use. Both circumstances shall comprise the Service Commencement Date. Customer shall notify Vodafone within 5 Working Days of the Service Commencement Date if the Services do not conform to the standard testing criteria and provide sufficient supporting details. Upon receipt of notification, Vodafone shall take reasonable action to meet the standard testing criteria.

(a)

9.1

Vodafone-Owned Equipment: The following will apply where Vodafone provides Fixed Equipment for Customer's use with a Service:

Title: Title to the Fixed Equipment at all times belongs to Vodafone, its suppliers or subcontractors (subject only to any

© Vodafone Limited 2019

2.4 Expedited Delivery: If expedited delivery is available and requested by Customer, Vodafone will use reasonable efforts to meet an expedited Agreed Delivery Date (subject to additional charges). Service Levels (where available) do not apply to an expedited delivery date.

2.5 Customer Delays: If a Customer's act or omission delays the

Service Commencement Date, then Vodafone may start billing Recurring Charges from the original Agreed Delivery Date and charge Customer for its reasonable costs (including Third Party Provider costs) that result from the delay. Alternatively, Vodafone reserves the right to review the Charges. Examples of Customer delays are Customer's failure to: (a) provide complete or accurate information, access, or assistance as reasonably required, (b) complete necessary works resulting from a Site Survey or (c) procure and maintain Mandatory Accompanying Services or Technical Prerequisites. If the delay extends 60 Working Days beyond the original Agreed Delivery Date, Vodafone may terminate the Service and apply a Recovery Charge. If appropriate, Vodafone will set a new Agreed Delivery Date. 2.6 Freeze Periods: Vodafone may delay the implementation of Services or changes to Services during Freeze Periods if in Vodafone's reasonable opinion there is a material risk of disruption to the Services or services provided to its other customers.

3.

Fixed Service Equipment terms

(c) Customer Obligations: Customer agrees to: (i) provide secure storage for Fixed Equipment that is sent to

rights which may be granted to Customer in respect of Vodafone Software as set out in the Service Specific Terms).

Vodafone Obligations: Vodafone will, to the extent set out in the Service Specific Terms, be responsible for the installation, maintenance, performance, change requests and compatibility of the Fixed Equipment with the Services.

RM3808 Network Services 2

Lot 1 – Data Access Services

Vodafone PSN Connect Encrypt

Public Sector



Customer Sites prior to installation; (ii) use the Fixed Equipment only for the purpose of using the Services, in accordance with Vodafone's instructions and Applicable

Law; (iii) allow only Vodafone's authorised representatives to add to, move, modify, inspect, test or alter the Fixed Equipment (either on

Customer Site or remotely); (iv) adequately insure for, and notify Vodafone immediately of, loss,

breach or suspected breach or damage to the Fixed Equipment;

(v) only connect the Fixed Equipment to the Network using a network termination point that has been approved in advance by

Vodafone; (vi) return the Fixed Equipment to Vodafone upon termination of the Service or upon its replacement by Vodafone and if requested by

Vodafone, store the Fixed Equipment for up to three months;

(vii) provide Vodafone with adequate power supply, connection, and space for the operation of the Fixed Equipment at Customer Sites and in the case of CPE, patch cords and cabling and provide Vodafone 10 Working Days' notice of any known disruptive event (such as power disconnection); and

(viii) additionally, specifically in relation to CPE: ■ appoint a local security representative to ensure the physical security of the CPE who will grant access by approved authorised personnel only and conduct routine physical checks, including ensuring tamper evident labels remain intact; and ■ ensure that the physical environment in which the CPE is housed is appropriate for the protective marking of the data being transmitted through such Fixed Equipment. In particular (i) CPE must be located in a communications room or other isolated area that is suitable to limit the occurrence of accidental or malicious damage to the CPE; and (ii) if the CPE is located in a shared environment, then it must be kept in a dedicated locked cabinet or rack. If that is not possible, robust access control mechanisms must be implemented by Customer, with access only available with prior approval from Customer's local security representative.

3.2 Customer Equipment: Where Customer provides Customer Equipment for use with a Service Customer shall (and Customer acknowledges that failure to do so will excuse Vodafone from

liability for failure to deliver the Service): (a) install and configure the Customer Equipment at the Customer Sites by the date necessary to allow Vodafone to perform its obligations;

(b) maintain the Customer Equipment including prompt installation of security patches and updates;

(c) promptly after the Service terminates, give Vodafone access to and reasonable help with disconnecting Customer Equipment from the Service; and

(d) warrant and undertake that Customer has full authority to permit Vodafone to perform the Services using the Customer Equipment

3.3 Equipment Indemnity: Customer shall indemnify Vodafone against:

(a) any loss of or damage to any Equipment on a Customer Site caused by any negligent act or omission or wilful misconduct of

Customer, its employees, agents or subcontractors. (b) any and all liability and costs which Vodafone suffers if Customer breaches 3.1(c) above.

4. Customer Sites

4.1 Customer Obligations: For the purposes of preparing for and delivery of the Services, Customer shall:

(a) carry out, or permit Vodafone or its subcontractors to conduct, a Site Survey;

(b) prepare the Customer Site for the Services in accordance with

Vodafone's instructions; (c) allow and/or have in place (or assist Vodafone to do so at Customer's cost) all third party consents necessary to allow Vodafone or its subcontractors and agents (and obtain consents from third parties to allow) to: (i) access the Customer Sites, and any Customer Equipment, Fixed Equipment or Equipment, and third party property located there, as Vodafone reasonably requires to perform its obligations under this Agreement (including for the purposes of installing and uninstalling Equipment (whether in the Customer Sites or outside) and providing and preparing for the provision of, the Services) and including access outside Working Hours; and (ii) ensure that Customer Sites are safe and have a suitable working environment.

4.2 Vodafone Obligations: Vodafone shall: (i) comply with any reasonable Customer access and security procedures for Customer Sites which are made known to it; and (ii) carry out installation and maintenance work during Working Hours (where such work does not involve any suspension of the Services), or carry out such works outside of Working Hours where Customer requests this or where Vodafone is unable to carry out such works during Working Hours for reasons outside of Vodafone's control (additional charges may apply in these circumstances).

4.3 Ancillary Charges: Vodafone may charge Customer for Ancillary Charges or any additional costs Vodafone incurs as result of any breach of the above Customer Obligations.

5. Third-Party Providers

5.1

General: Services may be provided by a Third-Party Provider. If a Third-Party Provider terminates Customer's right to use the Service, Vodafone will be excused from liability related to failure to deliver the relevant Service.

5.2

Third-Party Provider Agreements: Third-Party Provider terms will either be set out in a separate agreement directly between Customer and the Third-Party Provider (including, if relevant, shrinkwrap or click through agreements), or set out in the Service Specific Terms. If Customer fails to accept the Third-Party Provider's terms and conditions,



Customer will not be able to access the affected Service Elements and Vodafone is excused from liability for failure to deliver. Customer may request Vodafone act as its agent for the purposes of managing the Third-Party Provider, including for placing orders, reporting faults, incidents or problems, receiving invoices from, and making payments to, a Third-Party Provider.

5.3

Incumbent Providers: If an Incumbent Provider is unable, declines, or ceases to provide a required Service, Vodafone will terminate the affected Service(s) and neither Party will be liable to the other as a result of this termination. Vodafone is not responsible for delays caused by Incumbent Providers.

6.

Conditions of Use

6.1

Mandatory Accompanying
Services: If Mandatory

Accompanying Services apply to a Service, Customer shall maintain the Mandatory Accompanying Services during the Minimum Term and any applicable Renewal Term(s), but may elect for those services to either be supplied and managed by Vodafone or by a Third Party Provider, unless otherwise specified in this Agreement. If Customer fails to purchase or maintain the Mandatory Accompanying Services, Vodafone may terminate the Service and charge Customer any applicable Recovery Charge.

7.

Emergency Services

7.1

General: In the event of a power cut or failure affecting Customer's fixed line and/or broadband Service, Customer may not be able to make calls including calls to emergency services.

7.2

Customer obligations: Customer shall: (i) provide Vodafone with complete and accurate Customer Site

address information; and

(ii) give Vodafone at least 30 days' written notice of any change to the location of any Fixed Equipment and to any change to the relevant Customer Site address information

(iii) Customer acknowledges that any failure to provide the information required may render emergency services unable to identify Users location.

7.3

Calls using the internet: Additionally, where a Service places calls using the internet, Customer shall:

(i) make Users accessing the Service via a soft client aware that Vodafone may be unable to automatically determine their location if they make an emergency services call using the

Services; and (ii) ensure that such Users provide their location details in the event that they make an emergency services call using the Services.

In the event of a power failure, the emergency call placed will be routed over the Network and not through the Service.

8.

Relocation

10.1

General: Vodafone may require:

(i) Customer Equipment located in a Data Centre or; (ii) Customer hosted data in a specific Data Centre specified in the Agreement to be relocated. Such relocation may be within the same Data Centre or to another Data Centre.

8.2

Vodafone Obligations: In relation to a request under clause 8.1, Vodafone shall:

(i) provide no less than three months' notice to the Customer; and (ii) pay all pre-agreed reasonable costs and expenses incurred in connection with such relocation of the Customer Equipment if the Customer is within the Minimum Term for the affected element of the Service.

8.3

Vodafone will, when specifying the timescale for any relocation of the Customer Equipment or hosted data, use reasonable endeavours to consult with the Customer to minimise the disruption to the Service.

10

8.4 Customer

Obligations:

Customer

shall

cooperate

Vodafone requests under this clause 8 in a timely fashion.

with

RM3808 Network Services 2

Lot 1 – Data Access Services

Vodafone PSN Connect Encrypt

Public Sector



9.

Fixed Definitions

Applicable to the Fixed Services and/or associated elements of the Call-Off Contract Terms:

Agreed Delivery Date	the delivery date to be provided by Vodafone to Customer for a Service.
Ancillary Charges	ancillary, excess, construction or miscellaneous Charges necessary for the provision and support of the Service. A non-exhaustive list of the relevant Ancillary Charges are available if applicable in the rate card of this SSO or from your account manager.
CPE (customer premises equipment)	Fixed Equipment on Customer Site.
Data Centre	a Vodafone or Vodafone-selected third-party data centre(s), where Vodafone provides Customer with cloud or hosting Services.
Fixed Equipment	hardware, Vodafone Software, CPE and any other tangible equipment (other than SIMs and Mobility Equipment) supplied by or on behalf of, Vodafone to Customer for use in receiving the Services.
Freeze Period	the period commencing on or around 1 December and expiring on or around 15 January each year; and (ii) the duration of events involving a significant spike in Network usage.
Installation Charges	the Charge for installation of the Services at a Customer Site as detailed in an Order or the Call-Off contract.
Mandatory Accompanying Services	any mandatory accompanying services specified in the Service Specific Terms relating to a Service.
Site Survey	a survey of a Customer Site to assess whether (in Vodafone's opinion) the existing infrastructure is sufficient for providing the Services at that Customer Site.

Appendix 4 Tiered Support Services Terms

1.

The Service - Overview

1.1

The Vodafone tiered support services (the “**Tiered Support Services**”) are made available to Customer by Vodafone in respect of certain Services.

2.

Service Term Structure

2.1

These Service Specific Terms set out the standards of support available in respect of the Services to which these Tiered Support Services apply.

3.

The Tiered Support Services

3.1

The Tiered Support Services are divided into six Tiered Support Service “families”, aligned to ITIL standards.

3.2

The six Tiered Support Service “families” are:

- (a) Request Fulfilment Support Services (clause 7);
- (b) Incident Management Support Services (clause 8);

RM3808 Network Services 2

Lot 1 – Data Access Services

Vodafone PSN Connect Encrypt

Public Sector



- (c) Problem Management Support Services (clause 9);
- (d) Change Management Support Services (clause 10);
- (e) Service Level Management (clause 11); and
- (f) Financial Management (Billing) Support Services (clause 12).

3.3

Unless otherwise specified in the Call-Off Contract or an Order, the Tiered Support Services are delivered in the English language.

4.

Support Services Tiers

4.1

Within each Tiered Support Service “family” there are three tiers of support: Foundation, Enhanced and Premium. The Foundation tier forms part of the standard Service provided by Vodafone. Enhanced and Premium tiers offer additional Customer benefits.

4.2

Request Fulfilment and Incident Management Support Services form an essential part of the Service offered by Vodafone and both must have the same tier of Support Services. Problem Management, Service Level Management, Change Management and Financial Management (Billing) Support Services may have different tiers.

4.3

The tier that Customer has chosen for each Tiered Support Service “family” will apply across the Services delivered under this Agreement, throughout the Minimum Term relevant to each Service.

4.4

Any change to the tier during the Minimum Term relevant to each Service may be made in accordance with the table below:

Tier at Service Commencement Date	Request for change to Tier during the Minimum Term	Permitted	Customer to give Vodafone 30 days' written notice	New Order required to set out associated changes to Charges
Foundation	to Premium or Enhanced	Y	Y	Y
Enhanced	to Foundation	N	N/A	N/A
	to Premium	Y	Y	Y
Premium	to Foundation	N	N/A	N/A
	to Enhanced	Y	Y	Y

5.

Service Request Catalogues

5.1

Vodafone may make one or more “Service Request Catalogues” available to Customer through its online portal at OnePortal (“Portal”). Service Request Catalogues contain information about the Tiered Support Services and Service Requests, including those Service Requests that will be self-served by Customer and those that will be serviced by Vodafone, broken down by Service. In addition, the Service Request Catalogues may contain details, such as service cover periods and SLTs, which are specific to individual products.

5.2

Any Service Request Catalogue information made available to Customer is provided for guidance only; it is not binding on Vodafone does not form part of this Agreement. 5.3 Without prejudice to the General Terms, Vodafone may change the information contained in the Service Request Catalogue at its discretion, via a catalogue update, provided that the changes do not materially affect the nature of the Tiered Support Services delivered to Customer. Changes may



include (but shall not be limited to) the addition or removal of communication channels indicated in a Service Request and/or changes to the country or location from which Tiered Support Services are delivered. Such changes shall not be deemed to be of detriment to Customer.

6.

Service Specific Conditions of Use

6.1

Customer's Service Desk is the service desk provided by Customer that will be the initial point of contact between Vodafone and Customer, in relation to the Tiered Support Services. **6.2** Customer shall nominate, and notify Vodafone of, one or more points of contact that shall be the primary management interface between Customer and Vodafone and who shall have the authority contractually to bind Customer for the purpose of enabling Vodafone to deliver the Tiered Support Services.

6.3 If Vodafone's performance of its obligations in relation to the Tiered Support Services is prevented or delayed by any act or omission of Customer, its agents, subcontractors, consultants or employees, Vodafone shall not be liable for any costs, charges or losses sustained or incurred by Customer that arise directly or indirectly from such prevention or delay.

7.

Service Request Fulfilment Support Services

7.1

Support Services Summary: Vodafone shall manage the lifecycle of a Service Request for a Service to which these Tiered Support Services apply.

7.2

Support Services Deliverables:

(a) Service Request Acknowledgement: Response and Acknowledgement

Deliverable	Contact method	Foundation SLT	Enhanced SLT	Premium SLT
Vodafone Initial Response	Email	Service not available	Near Instant	Near Instant
Vodafone Service Request Acknowledgment	Email	Refer to the appropriate Service Request Catalogue	Refer to the appropriate Service Request Catalogue	Refer to the appropriate Service Request Catalogue

(b) Service Request Fulfilment: Standard and Extended

Deliverable	Foundation SLT	Enhanced SLT	Premium SLT
Fulfilment of the Service Request by Vodafone – standard	Refer to the appropriate Service Request Catalogue	Refer to the appropriate Service Request Catalogue	Refer to the appropriate Service Request Catalogue
Fulfilment of the Service Request by Vodafone – extended	Service not available	Refer to the appropriate Service Request Catalogue	Refer to the appropriate Service Request Catalogue

8.

Incident Management Support Services

8.1

Summary: Vodafone shall manage the lifecycle of Incidents with the aim, where possible of resolving each Incident.

8.2

Support Services Deliverables

RM3808 Network Services 2
Lot 1 – Data Access Services
Vodafone PSN Connect Encrypt
Public Sector



(a) **Incident Management Response and Acknowledgement:**

Deliverable	Contact Method	Foundation SLT	Enhanced SLT	Premium SLT
Vodafone will provide the means to report an Incident and provide an Initial Response by the same means.	Telephone	90% of calls answered <20 seconds	90% of calls answered <20 seconds	90% of calls answered <20 seconds
Vodafone will validate the request for an Incident Record. If the request is valid Vodafone will create an Incident Record and provide an Acknowledgment.	Telephone	No SLT	No SLT	No SLT

(b) **Incident Management Diagnosis**

Deliverable	Contact Method	Foundation SLT	Enhanced SLT	Premium SLT
Following an Initial Response and as part of initial diagnosis, Vodafone will: (a) determine the Infrastructure Service or Supported System on which the incident has occurred; and (b) determine the perceived impact and urgency of the incident including assessment against the criteria for a Major Incident Vodafone will route the Incident Record to the appropriate support function for expert diagnosis and subsequent management.	Telephone	<30 minutes	<30 minutes	<30 minutes
Vodafone will provide incident updates for each Impact 1 Incident	Telephone	Service not available	No SLT	Initial update within 1 hour. Thereafter minimum of hourly or as agreed
Vodafone will provide incident updates for each Impact 2 Incident	Telephone	Service not available	No SLT	Initial update within 1 hour. Thereafter minimum of hourly or as agreed
Vodafone will contact the party raising the incident to confirm Resolution and closure.	Telephone	<24 hours from Resolution	<24 hours from Resolution	<24 hours from Resolution

8.3

Customer Major Incident Management

Deliverable	Contact Method	Foundation SLT	Enhanced SLT	Premium SLT
Vodafone will attend a conference call on request for a CMI that is in progress	Telephone	Service not available	Service not available	15 minutes from receipt of request (subject to the Customer Site being included in the key site list).



Vodafone will provide enhanced structured Incident updates for Major Incidents	Telephone	Service not available	Service not available	Initial update ≤1 hour, minimum of every 30 minutes thereafter or as agreed
Vodafone will provide a Major Incident High-Level executive summary, after the Incident is resolved	Telephone	Service not available	Service not available	2 Working Days
Vodafone will provide a full Major Incident Report, after RCA of the Incident has been resolved	Telephone	Service not available	Service not available	5 Working Days

8.4

Customer Obligations

Customer shall carry out an initial analysis of any Incident reported to its Customer's Service Desk, to establish whether the Incident should be referred to Vodafone. Customer shall ensure it provides Vodafone with a key site list of all Customer Sites that require CMI on or before the Service Commencement Date and shall further ensure that it notifies Vodafone of any updates or amendments to the key site list during the relevant Minimum Term. The Customer is required to ensure that the first key site list and any updates or amendments to the key site list are notified by email to the appointed service manager at Vodafone.

9.

Problem Management Support Services

9.1

Summary: Vodafone shall manage the lifecycle of a Problem with the aim of reaching Resolution so as to minimise the impact of Incidents.

9.2

Vodafone does not offer customer specific Problem Management Support Services at the Foundation tier.

9.3

Support Services Deliverables

(a) Initial Response, Acknowledgement and Routing

Deliverable	Contact Method	Foundation SLT	Enhanced SLT	Premium SLT
Vodafone will provide the means to report a Problem and provide an Initial Response by the same means.	Email	Service not available	Near Instant	Near Instant
Vodafone will validate the request for a Problem Record. If the request is valid create a Problem Record and provide an Acknowledgment.	Email	Service not available	95% <1 Working Day from receipt	95% <4 Working Hours from receipt
Vodafone ensure all Problems are routed to the appropriate technical or problem management team for Resolution	N/A	Service not available	No SLT	No SLT

(b) Problem Root Cause Analysis ("RCA") Requests

Deliverable	Contact Method	Foundation SLT	Enhanced SLT	Premium SLT
Vodafone will carry out RCA on All Impact 1 Customer Incidents	N/A	Service not available	Service not available	95% <20 Working Days



Vodafone will carry out Customer specific basic trend analysis of closed Incidents	N/A	Service not available	No SLT	Service not available
Vodafone will carry out Customer specific indepth trend analysis of closed Incidents	N/A	Service not available	Service not available	No SLT
Vodafone will coordinate RCA investigation of CMIs	N/A	Service not available	Service not available	90% <10 Working Days

(c) **Problem and Incident Trend Analysis Reporting and Review**

Deliverable	Contact Method	Foundation SLT	Enhanced SLT	Premium SLT
On request Vodafone will provide an initial problem analysis report for those Impact 1 incidents that have repeated 3 times in any 28 day period.	Email	Service not available	5 Working Days	5 Working Days
On request Vodafone will provide an Incident RCA report which includes either the root cause found or an action plan to determine the root cause where reasonably possible for Impact 1 incidents.	Email	Service not available	10 Working Days	5 Working Days
As part of the “enhanced problem management reports pack” Vodafone will provide a high level trend analysis report.	Email	Service not available	Monthly	Service not available
Deliverable	Contact Method	Foundation SLT	Enhanced SLT	Premium SLT
As part of the “premium problem management reports pack” Vodafone will provide a low level trend analysis report.	Email	Service not available	Service not available	Monthly
As part of the “enhanced problem management reports pack” Vodafone will provide a Problem Record status report.	Email	Service not available	Monthly	Service not available
As part of the “premium problem management reports pack” Vodafone will provide a Problem Record status report.	Email	Service not available	Service not available	Weekly

(d) **Problem Management reviews: Problem and Incident Trend Analysis and Reporting**

Deliverable	Contact Method	Foundation SLT	Enhanced SLT	Premium SLT
Vodafone will provide Problem Record status report review meetings.	Email	Service not available	Service not available	Weekly

10.

Operational Change Management Support Services

10.1

Summary: For those Incidents and Service Requests that shall be managed under these Tiered Support Services, Vodafone shall ensure that changes to Services are recorded, evaluated, authorised, prioritised, planned, tested, implemented documented and reviewed in a controlled manner. This service is not available for Vodafone Enterprise Broadband and Indirect Voice – Calls and Lines Services.



10.2

At Foundation tier, a Vodafone-designated “Change Manager” will be responsible for changes and the change management process established by Vodafone from time to time. The Change Manager may be from Vodafone, Customer or a third party, dependent upon where Vodafone (acting reasonably) determines that responsibility for change governance resides.

10.3

Enhanced tier and Premium tier Operational Change Management Support Services are available for Vodafone hosted Core-Platform and Core-Backbone products only (for example (without limitation) IPVPN, Vone-C).

10.4

Support Services Deliverables:

(a) Notification of Planned and Essential Operational Changes

Deliverable	Contact Method	Foundation SLT	Enhanced SLT	Premium SLT
Vodafone will provide notification of a Planned Outage	Email	10 Working Days	10 Working Days	10 Working Days
Vodafone will notify Customer in advance, where reasonably possible, of the scheduling of an Essential Outage	Email	>48 hours	>48 hours	>48 hours

(b) Change Schedule Provision

Deliverable	Contact Method	Foundation SLT	Enhanced SLT	Premium SLT
Vodafone will provide and maintain a Change Schedule	Email	Service not available	Weekly	Daily

(c) Change evaluation and Support

Deliverable	Contact Method	Foundation SLT	Enhanced SLT	Premium SLT
Vodafone will ensure that all normal operational changes proposed by Customer, to be delivered by Vodafone are evaluated against the Service referred to in the request by the Customer and not against multiple Services (unless expressly requested by the Customer), as provided by Vodafone under these Tiered Support Service Specific Terms to ensure risks have been managed.	Telephone and email	No SLT	No SLT	No SLT
When reasonably requested by Customer, Vodafone will provide a reasonable measure of representation to Customer’s change advisory board as defined in the change management process.	Telephone and email	Service not available	Service not available	No SLT
Vodafone will provide a reasonable measure of support and guidance for third parties appointed by Customer to support Customer’s infrastructure, for the evaluation of the proposed operational changes to be delivered by Vodafone.	Telephone and email	Service not available	Service not available	No SLT

(d) Change evaluation and Support for Customer’s Third Parties

Deliverable	Contact Method	Foundation SLT	Enhanced SLT	Premium SLT
-------------	----------------	----------------	--------------	-------------



Vodafone will provide a reasonable measure of support and guidance for third parties appointed by Customer to deliver configuration changes that can impact the Availability of the Functional Services provided by Vodafone under the Agreement.	Telephone and email	Service not available	Service not available	No SLT
---	---------------------	-----------------------	-----------------------	--------

10.5

Customer Obligations

Customer shall provide Vodafone with an email address for correspondence and shall be responsible for keeping Vodafone updated of any change.

11.

Service Level Management

11.1

Summary: Vodafone will seek to define, measure, report and review the performance levels of the Infrastructure Services and Tiered Support Services provided under these Tiered Support Service Specific Terms and provide and, so far reasonably practicable, monitor and improve Customer satisfaction with the quality of services delivered.

11.2

Vodafone does not offer customer specific Service Level Management Services at the Foundation tier.

11.3

Support Services Deliverables

(a) Performance Reports

Deliverable	Contact Method	Foundation SLT	Enhanced SLT	Premium SLT
Vodafone will create Mid-Level reports detailing the report's format, content and SLT performance for publication of those reports for each Service that Vodafone provides	Portal/Email	Service not available	No SLT	Service not available
Vodafone will create In-Depth Reports detailing the report's format, content and SLT performance for publication of those reports for each Service that Vodafone provides	Portal/Email	Service not available	Service not available	No SLT

(b) Vodafone Service Level Management Team

Deliverable	Contact Method	Foundation SLT	Enhanced SLT	Premium SLT
Vodafone will provide analysis of performance reports to identify trends, and areas for improvement in the Infrastructure Services and Tiered Support Services being provided and reported on.	N/A	Service not available	10 Working Days after Reporting Period	10 Working Days after Reporting Period
Appropriate findings resulting from analysis will be addressed in a service development plan.	N/A	Service not available	Service not available	Quarterly
Vodafone will provide performance review meetings with Vodafone service management resource.	Telephone	Service not available	Monthly	Service not available
	In person	Service not available	Service not available	Monthly



Vodafone will either itself or via an independent third party continually measure Customer satisfaction with interactions from a sample of all customers	Telephone (third party to Customer)	Service not available	Quarterly	Service not available
	Telephone	Service not available	Service not available	Quarterly
Vodafone will provide service improvement plans as are reasonably required to facilitate improvement where it is needed (at Vodafone's discretion, acting reasonably).	N/A	Service not available	No SLT	No SLT
Vodafone will maintain and update a customer support services handbook as it deems required.	N/A	Service not available	Bi Annually	Quarterly
Vodafone will work with Customer to produce and maintain a service development plan.	N/A	Service not available	Service not available	Quarterly

(c) **Business Relationship Management**

Deliverable	Contact Method	Foundation SLT	Enhanced SLT	Premium SLT
Vodafone will provision regular sector review meetings with a senior manager and Customer's account manager	In person	Service not available	Service not available	Quarterly
Vodafone will provision regular futures review meetings with its nominated subject matter expert(s), senior operational manager(s) and Customer's account manager	In person	Service not available	Service not available	Bi-annually
Vodafone will provision and maintain a risk register relating to Services provided by Vodafone under these Tiered Support Service Specific Terms and conduct regular reviews and analysis of the risk register with Customer	In person	Service not available	Service not available	Bi-annually

12.

Financial Management (Billing) Support Services

12.1

Summary: Vodafone shall produce invoices in accordance with the General Terms.

12.2

Support Services Deliverables:

(a) **Billing Queries**

Deliverable	Contact Method	Foundation SLT	Enhanced SLT	Premium SLT
Vodafone will provide the means to raise billing queries and provide an Initial Response via email	Email	Near Instant	Near Instant	Near Instant
Vodafone will ensure that all billing queries received via email are Acknowledged	Email	<24 hours	<24 hours	<24 hours
Vodafone will provide the means to raise billing queries and provide an Initial Response via telephone	Telephone	90% <20 seconds	90% <20 seconds	90% < 20 seconds



Vodafone will ensure that all billing queries received via telephone are Acknowledged.	Telephone	Near Instant	Near Instant	Near Instant
Vodafone will ensure that billing queries are routed to appropriate support function	N/A	No SLT	No SLT	No SLT
Vodafone will use its reasonable endeavours to resolve billing queries	N/A	Refer to appropriate billing query in Service Request Catalogue	Refer to appropriate billing query in Service Request Catalogue	Refer to appropriate billing query in Service Request Catalogue

(b) **Performance Reports**

Deliverable	Foundation SLT	Enhanced SLT	Premium SLT
Vodafone will provide scheduled account billing reviews.	Service not available	Quarterly	Monthly
Vodafone will provide scheduled service reviews.	Service not available	Service not available	Quarterly
Vodafone will provide analysis to identify trends, and areas for improvement in the billing service being provided	Service not available	Service not available	Monthly
Vodafone will address appropriate findings, resulting from analysis, in an account billing review.	Service not available	Service not available	Monthly

The following definitions are applicable to the Services:

	a confirmation given to Customer that a particular request or Incident raised is valid and the provision to Customer of a unique reference for it. "Acknowledge" shall be construed accordingly.
Available or Availability	sufficient features and/or functionality of a Supported System, Functional Service or connectivity service accessible to all of its users, or an agreed minimum proportion of its users, to meet or exceed requirements of Customer as agreed with Vodafone from time to time.
Change Schedule	a document that lists all approved Changes and their planned implementation dates. A Change Schedule is sometimes called a "forward schedule of change".
CMI	a "Customer major incident", being the highest category of Impact for an Incident resulting in significant disruption to the business of Customer.
Core-Backbone Product	a product incorporating core connectivity services to which multiple Vodafone customers can connect via an access network (for example Vone-C and IP-VPN services, but not LAN services)
Core-Platform Product	a product where the core systems are hosted within a third party's data centre environment, usually forming "cloud based" Functional Services or applications.



Essential Outage	an Outage that is not a Planned Outage including, but not limited to, Outages caused by a force majeure event or an act or omission of any third party which is beyond Vodafone's reasonable control.
Functional Service(s)	the application layer of a solution which provides the features and functionality that Customer requires for its users or user communities.
High-Level	a basic level of detail, to provide an overview.
Impact	a measure of the effect of an incident, problem or change on business processes. impact is often based on how service levels will be affected. Impact and urgency are used to assign priority.
Incident	an unplanned interruption to an IT service or reduction in the quality of an IT service. Failure of a configuration item that has not yet affected Service is also an Incident.
Incident Record	a record containing the details and lifecycle of an Incident.
In-Depth	containing a high level of detail.
Infrastructure Service	an IT service that is not directly used by Customer's business, but is required for the provision of other IT services (for example either a Functional Service, connectivity service, hosting service or any combination thereof).
Initial Response	a first response from Vodafone to an individual raising a request or Incident, such as answering the telephone or replying to an email.
Major Incident	the highest category of Impact for an Incident. A Major Incident results in significant disruption to the business of Customer.
Mid-Level	more detail than High-Level but less detail than low-level.
Outage	the temporary unavailability of an Infrastructure Service from time to time for Vodafone to carry out maintenance or upgrades to an Infrastructure Service and/or equipment.
Planned Outage	the scheduled unavailability of an Infrastructure Service.
Problem	a cause of one or more Incidents. The cause is not usually known at the time a problem record is created, and the problem management process is responsible for further investigation



Problem Record	a record containing the details and lifecycle of a Problem.
RCA	“root cause analysis”; the activity undertaken to determine, where reasonably possible, the underlying cause of an Incident(s) or Problem.
Reporting Period	the period of time for which the Performance Report applies.
Resolution	the exercise by Vodafone of its reasonable endeavours to repair the root cause of an Incident or Problem, or to implement a workaround.
Service Request	a request from a user for information, or advice, or for a Standard Change or for Access to an IT service made in accordance with the requirements of the relevant Service Request Catalogue.
Service Request Catalogue	a type of catalogue that identifies the different types of Service Requests available to Customer for a particular Product(s). Each Service Request type will normally have its own sub-catalogue that details the Service Requests available of that type and where applicable, details of any service cover periods, SLTs, charges, or other important information.
SLT	a non-binding, indicative service level target.
Standard Change	a pre-approved Change that is low risk, relatively common and follows a procedure or work instruction. The types of Standard Changes available are listed in a Service Request Catalogue.
Supported System(s)	hardware and/or software to which the Tiered Support Services apply as set out in these Tiered Support Service Specific Terms.

Appendix 5 VODAFONE - ACCEPTABLE USE POLICY

1. General

1.1 This Acceptable Use Policy (“Policy”) defines the acceptable use of Vodafone’s information technology, hosting, network, internetbased and telecommunication related products and services (each, a “Service” and collectively the “Services”) provided by Vodafone Group Plc and/or its affiliates (together “Vodafone”) to each of its customers (each a “Customer”). In this

Policy, a “User” means an individual end user of the Service provided to the Customer.

1.2 The Customer: (a) may allow Users to use the Services and shall make sure that Users do so consistently with this Policy, whether such use is authorised or unauthorised by Customer; (b) shall be responsible for Users’ authorised or unauthorised use of the Services, including payment obligations, whether to Vodafone or to third parties (such as providers of content, goods or services); and (c) is responsible for protecting its passwords and for any authorised or unauthorised use made of such passwords.



1.3 The Customer shall notify Vodafone as soon as reasonably practicable of any violation of this Policy and must cooperate in any efforts to stop or remedy the violation.

1.4 Vodafone reserves the right to change this Policy from time to time. Please note that this Policy was last updated February 2016. **1.5** Any phrases introduced by the terms "including", "include", "in particular" or any similar expression are deemed to have the words "without limitation" following them and are construed as illustrative and do not limit the sense of the words preceding those terms.

2. Prohibited Activities

2.1 The Customer will not (whether actually or attempted, directly or indirectly) use the Service (including through another provider's service using a Vodafone account or remailer) to effect or participate in any of the following activities (a "Prohibited Activity"):

- (a) Message or Content Abuse (i) Sending or publishing unsolicited bulk messages, content, posts or communications in any form ("spam").
(ii) Producing content that may be regarded as:
(i) harmful to others, or Vodafone's operation or reputation, (ii) contrary to a commercial agreement (e.g. breach of a non-disclosure obligation), (iii) abusive, (iv) obscene, (v) deceptive, (vi) a nuisance, or (vii) fraudulent.
- (b) Security or Network Abuse
 - (i) Falsifying user or other Service related information, including omitting, deleting, forging or misrepresenting transmission information provided to Vodafone or to other Service users; including headers, return mailing, Internet protocol addresses or any other part of a message describing its origin or route.
 - (ii) Withholding or cloaking Customer's identity, origin or contact information; including assuming a sender's identity without the sender's explicit permission.
 - (iii) Accessing or threatening the integrity or security of any device, network or computer system, without proper authorisation; including, transmission of worms, viruses or other malicious codes. (iv) Using any part of the Services with the intention of adversely affecting the operation or users of any computer system or network (including the Internet); including, denial of service attacks, web page defacement,

port and network scanning, and unauthorised system penetrations.

- (v) Using or permitting anyone to use the Service to guess passwords or access other systems or networks without written authorisation.

(c) Harmful, Deceptive or Illegal Activities (i) Violating any law or regulation (including, libel, slander, invasion of privacy, harassment, obscenity, child pornography, export laws and regulations, and infringement or misappropriation of another party's copyrights, trademarks, patents, trade secrets or other intellectual property rights);

- (ii) Engaging in other activities that degrade or interfere with users of the Service or other connected services.

- (iii) Avoiding incurring charges in a way that is inconsistent with good faith commercial practice.

(d) Regulatory

- (i) Spending more than £240 per month and £40 for any single transaction, when using our Services, to call numbers beginning with the following prefixes; 118, 0871, 0872, 0873.

3. Rights and Remedies

3.1 Vodafone may suspend, terminate and/or deny traffic to a Customer's Service at any time for any material failure of Customer to comply with this Policy or for Customer engaging in a Prohibited Activity (as determined by Vodafone, in its sole and absolute discretion).

3.2 Vodafone may, but does not assume the obligation to, where feasible, implement technical mechanisms to prevent a

Prohibited Activity.

3.3 If a network or network device is compromised, Vodafone may assist in the tracking and/or expulsion of an offender on the network level to the extent Vodafone finds reasonable. **3.4** If the Service is the subject of a distributed denial of service attack (or other activity comparable to such an attack) whether or not such attack affects other customers, Vodafone may, but is not obliged to, disconnect the Customer's IP address or addresses from the Vodafone Network, or otherwise mitigate the attack, until such time as the attack has ceased.

3.5 Vodafone may charge the Customer the direct and indirect administrative costs and expenses associated with preventing or responding to

RM3808 Network Services 2

Lot 1 – Data Access Services

Vodafone PSN Connect Encrypt

Public Sector



Customer's violation of this Policy including identifying and removing offenders from the Service and responding to associated third party complaints.

3.6 Nothing in this Policy limits Vodafone's rights and remedies (available at law or in equity) in any way with respect to any Prohibited Activity.

4. Use of and Access to Internet Data Centres

4.1 The following terms apply to Internet Data Centres ("IDC(s)") in addition to, and to the extent not in conflict with, the individual rules of the IDC.

4.2 Only Customer personnel formally approved by Vodafone in writing on a customer registration form may access the IDCs ("Authorised Personnel"). Customer shall give Vodafone prior written notice of any changes to the list of Authorised Personnel. Customer will not allow any unauthorised persons to attempt to access an IDC. **4.3** Customer may only access the portion of an IDC made available by Vodafone to Customer for the placement of Customer's equipment and use of the IDC Services, unless otherwise approved and accompanied by an authorised Vodafone representative. **4.4** Customer will adhere to all security and safety measures and guidelines notified to Customer by Vodafone when accessing an IDC.

Customer must provide Vodafone with at least 48 hours prior notice any time Customer intends to connect or disconnect any equipment at an IDC.



Business Customers

Annex – Customer Security Standards



library-of-special-cla
uses-security SMW_JD

Departmental Security Standards

1. Departmental Security Standards for Business Services and ICT Contracts

<p>“BPSS” “Baseline Personnel Security Standard”</p>	<p>means the Government’s HMG Baseline Personal Security Standard . Further information can be found at: https://www.gov.uk/government/publications/government-baseline-personnel-security-standard</p>
<p>“CCSC” “Certified Cyber Security Consultancy”</p>	<p>is the National Cyber Security Centre’s (NCSC) approach to assessing the services provided by consultancies and confirming that they meet NCSC's standards. See website: https://www.ncsc.gov.uk/scheme/certified-cyberconsultancy</p>
<p>“CCP” “Certified Professional”</p>	<p>is a NCSC scheme in consultation with government, industry and academia to address the growing need for specialists in the cyber security profession. See website: https://www.ncsc.gov.uk/information/about-certifiedprofessional-scheme</p>
<p>“CPA” “Commercial Product Assurance” [formerly called “CESG Product Assurance”]</p>	<p>is an ‘information assurance scheme’ which evaluates commercial off the shelf (COTS) products and their developers against published security and development standards.. See website: https://www.ncsc.gov.uk/scheme/commercialproduct-assurance-cpa</p>
<p>“Cyber Essentials” “Cyber Essentials Plus”</p>	<p>Cyber Essentials is the government backed, industry supported scheme to help organisations protect themselves against common cyber-attacks. Cyber Essentials and Cyber Essentials Plus are levels within the scheme. There are a number of certification bodies that can be approached for further advice on the scheme; the link below points to these providers: https://www.cyberessentials.ncsc.gov.uk/gettingcertified/#what-is-an-accreditation-body</p>
<p>“Data” “Data Controller” “Data Protection Officer” “Data Processor” “Personal Data” “Personal Data requiring Sensitive Processing” “Data Subject”, “Process” and “Processing”</p>	<p>shall have the meanings given to those terms by the Data Protection Act 2018</p>

<p>"Department's Data"</p> <p>"Department's Information"</p>	<p>is any data or information owned or retained in order to meet departmental business objectives and tasks, including:</p> <p>(a) any data, text, drawings, diagrams, images or sounds (together with any repository or database made up of any of these components) which are embodied in any electronic, magnetic, optical or tangible media, and which are:</p> <p>(i) supplied to the Contractor by or on behalf of the Department; or</p> <p>(ii) which the Contractor is required to generate, process, store or transmit pursuant to this Contract; or</p> <p>(b) any Personal Data for which the Department is the Data Controller;</p>
<p>"DfE"</p> <p>"Department"</p>	<p>means the Department for Education</p>
<p>"Departmental Security Standards"</p>	<p>means the Department's security policy or any standards, procedures, process or specification for security that the Contractor is required to deliver.</p>
<p>"Digital Marketplace / G-Cloud"</p>	<p>means the Digital Marketplace is the online framework for identifying and procuring cloud technology and people for digital projects.</p>
<p>End User Devices</p>	<p>means the personal computer or consumer devices that store or process information.</p>
<p>"Good Industry Practice"</p> <p>"Industry Good Practice"</p>	<p>means the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector.</p>
<p>"Good Industry Standard"</p> <p>"Industry Good Standard"</p>	<p>means the implementation of products and solutions, and the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector.</p>
<p>"GSC"</p> <p>"GSCP"</p>	<p>means the Government Security Classification Policy which establishes the rules for classifying HMG information. The policy is available https://www.gov.uk/government/publications/governmentsecurity-classifications</p>
<p>"HMG"</p>	<p>means Her Majesty's Government</p>

"ICT"	means Information and Communications Technology (ICT) and is used as an extended
	synonym for information technology (IT), used to describe the bringing together of enabling technologies used to deliver the end-to-end solution
"ISO/IEC 27001" "ISO 27001"	is the International Standard for Information Security Management Systems Requirements
"ISO/IEC 27002" "ISO 27002"	is the International Standard describing the Code of Practice for Information Security Controls.
"ISO 22301"	is the International Standard describing for Business Continuity
"IT Security Health Check (ITSHC)" "IT Health Check (ITHC)" "Penetration Testing"	means an assessment to identify risks and vulnerabilities in systems, applications and networks which may compromise the confidentiality, integrity or availability of information held on that IT system.
"Need-to-Know"	means the Need-to-Know principle employed within HMG to limit the distribution of classified information to those people with a clear 'need to know' in order to carry out their duties.
"NCSC"	The National Cyber Security Centre (NCSC) is the UK government's National Technical Authority for Information Assurance. The NCSC website is https://www.ncsc.gov.uk
"OFFICIAL" "OFFICIAL-SENSITIVE"	the term 'OFFICIAL' is used to describe the baseline level of 'security classification' described within the Government Security Classification Policy (GSCP). the term 'OFFICIAL-SENSITIVE' is used to identify a limited subset of OFFICIAL information that could have more damaging consequences (for individuals, an organisation or government generally) if it were lost, stolen or published in the media, as described in the GSCP.
"RBAC" "Role Based Access Control"	means Role Based Access Control. A method of restricting a person's or process' access to information depending on the role or functions assigned to them.
"Storage Area Network" "SAN"	means an information storage system typically presenting block based storage (i.e. disks or virtual disks) over a network interface rather than using physically connected storage.

“Secure Sanitisation”	means the process of treating data held on storage media to reduce the likelihood of retrieval and reconstruction to an acceptable level. NCSC Guidance can be found at: https://www.ncsc.gov.uk/guidance/securesanitisation-storage-media
	The disposal of physical documents and hardcopy materials advice can be found at: https://www.cpni.gov.uk/secure-destruction
“Security and Information Risk Advisor” “CCP SIRA” “SIRA”	means the Security and Information Risk Advisor (SIRA) is a role defined under the NCSC Certified Professional (CCP) Scheme. See also: https://www.ncsc.gov.uk/articles/about-certifiedprofessional-scheme
“Senior Information Risk Owner” “SIRO”	means the Senior Information Risk Owner (SIRO) responsible on behalf of the DfE Accounting Officer for overseeing the management of information risk across the organisation. This includes its executive agencies, arms length bodies (ALBs), nondepartmental public bodies (NDPBs) and devolved information held by third parties.
“SPF” “HMG Security Policy Framework”	means the definitive HMG Security Policy which describes the expectations of the Cabinet Secretary and Government’s Official Committee on Security on how HMG organisations and third parties handling HMG information and other assets will apply protective security to ensure HMG can function effectively, efficiently and securely. https://www.gov.uk/government/publications/security-policy-framework

- 1.1. The Contractor shall be aware of and comply the relevant [HMG security policy framework](#), [NCSC guidelines](#) and where applicable DfE Departmental Security Standards for Contractors which include but are not constrained to the following clauses.
- 1.2. Where the Contractor will provide products or services or otherwise handle information at OFFICIAL for the Department, the requirements of [Cabinet Office Procurement Policy Note – Use of Cyber Essentials Scheme certification](#) - Action Note 09/14 dated 25 May 2016, or any subsequent updated document, are mandated; that “contractors supplying products or services to HMG shall have achieved, and will be expected to retain certification at the appropriate level for the duration of the contract. The certification scope shall be relevant to the services supplied to, or on behalf of, the Department.

- 1.3. Where clause 1.2 above has not been met, the Contractor shall have achieved, and be able to maintain, independent certification to ISO/IEC 27001 (Information Security Management Systems Requirements).

The ISO/IEC 27001 certification must have a scope relevant to the services supplied to, or on behalf of, the Department. The scope of certification and the statement of applicability must be acceptable, following review, to the Department, including the application of controls from ISO/IEC 27002 (Code of Practice for Information Security Controls).

- 1.4. The Contractor shall follow the UK Government Security Classification Policy (GSCP) (<https://www.gov.uk/government/publications/government-securityclassifications>) in respect of any Departmental Data being handled in the course of providing this service and will handle all data in accordance with its security classification. (In the event where the Contractor has an existing Protective Marking Scheme then the Contractor may continue to use this but must map the HMG security classifications against it to ensure the correct controls are applied to the Departmental Data).
- 1.5. Departmental Data being handled in the course of providing an ICT solution or service must be separated from all other data on the Contractor's or subcontractor's own IT equipment to protect the Departmental Data and enable the data to be identified and securely deleted when required in line with clause 1.14.
- 1.6. The Contractor shall have in place and maintain physical security to premises and sensitive areas in line with ISO/IEC 27002 including, but not limited to, entry control mechanisms (e.g. door access), CCTV, alarm systems, etc.
- 1.7. The Contractor shall have in place and maintain an appropriate user access control policy for all ICT systems to ensure only authorised personnel have access to Departmental Data. This policy should include appropriate segregation of duties and if applicable role based access controls (RBAC).

- 1.8. The Contractor shall have in place and shall maintain procedural, personnel, physical and technical safeguards to protect Departmental Data, including but not limited to:
- physical security controls; ○ good industry standard policies and processes; ○ malware protection; ○ boundary access controls including firewalls; ○ maintenance and use of fully supported software packages in accordance with vendor recommendations;
 - software updates and patching regimes including malware signatures, for operating systems, network devices, applications and services;
 - user access controls, and; ○ the creation and retention of audit logs of system, application and security events.
- 1.9. The contractor shall ensure that any departmental data (including email) transmitted over any public network (including the Internet, mobile networks or un-protected enterprise network) or to a mobile device shall be encrypted when transmitted.
- 1.10. The contractor shall ensure that any departmental data which resides on a mobile, removable or physically uncontrolled device is stored encrypted using a product or system component which has been formally assured through a recognised certification process agreed with the department except where the department has given its prior written consent to an alternative arrangement.
- 1.11. The contractor shall ensure that any device which is used to process departmental data meets all of the security requirements set out in the NCSC End User Devices Platform Security Guidance, a copy of which can be found at: <https://www.ncsc.gov.uk/guidance/end-user-device-security> and <https://www.ncsc.gov.uk/collection/end-user-device-security/eud-overview/eudsecurity-principles>.
- 1.12. Whilst in the Contractor's care all removable media and hardcopy paper documents containing Departmental Data must be handled securely and secured under lock and key when not in use and shall be securely destroyed when no longer required, using either a cross-cut shredder or a professional secure disposal organisation. The term 'lock and key' is defined as: "securing information in a lockable desk drawer, cupboard or filing cabinet which is under the user's sole control and to which they hold the keys".
- 1.13. When necessary to hand carry removable media and/or hardcopy paper documents containing Departmental Data, the media or documents being carried shall be kept under cover and transported in such a way as to ensure that no unauthorised person has either visual or physical access to the material being carried. This clause shall apply equally regardless of whether the material is being carried inside or outside of company premises.

The term 'under cover' means that the information is carried within an opaque folder or envelope within official premises and buildings and within a closed briefcase or other similar bag or container when outside official premises or buildings.

- 1.14. In the event of termination of contract due to expiry, liquidation or non-performance, all information assets provided, created or resulting from the service shall not be considered as the supplier's assets and must be returned to the department and written assurance obtained from an appropriate officer of the supplying organisation that these assets regardless of location and format have been fully sanitised throughout the organisation in line with clause 1.15.

- 1.15. In the event of termination, equipment failure or obsolescence, all Departmental information and data, in either hardcopy or electronic format, that is physically held or logically stored by the Contractor must be accounted for and either physically returned or securely sanitised or destroyed in accordance with the current HMG policy using an NCSC approved product or method.

Where sanitisation or destruction is not possible for legal, regulatory or technical reasons, such as data stored in a cloud system, Storage Area Network (SAN) or on shared backup tapes, then the Contractor or sub-contractor shall protect the Department's information and data until such time, which may be long after the end of the contract, when it can be securely cleansed or destroyed.

Evidence of secure destruction will be required in all cases.

- 1.16. Access by Contractor or sub-contractor staff to Departmental Data shall be confined to those individuals who have a "need-to-know" in order to carry out their role; and have undergone mandatory pre-employment screening, to a minimum of HMG Baseline Personnel Security Standard (BPSS); or hold an appropriate National Security Vetting clearance as required by the Department. All Contractor or subcontractor staff must complete this process before access to Departmental Data is permitted.
- 1.17. All Contractor or sub-contractor employees who handle Departmental Data shall have annual awareness training in protecting information.
- 1.18. The Contractor shall, as a minimum, have in place robust Business Continuity arrangements and processes including IT disaster recovery plans and procedures that conform to ISO 22301 to ensure that the delivery of the contract is not adversely affected in the event of an incident. An incident shall be defined as any situation that might, or could lead to, a disruption, loss, emergency or crisis to the services delivered. If a ISO 22301 certificate is not available the supplier will provide evidence of the effectiveness of their ISO 22301 conformant Business Continuity arrangements and processes including IT disaster recovery plans and procedures. This should include evidence that the Contractor has tested or exercised these plans within the last 12 months and produced a written report of the outcome, including required actions.
- 1.19. Any suspected or actual breach of the confidentiality, integrity or availability of Departmental Data handled in the course of providing this service shall be recorded as an incident. This includes any non-compliance with these Departmental Security Standards for Contractors, or other Security Standards pertaining to the solution.

Incidents shall be reported to the department immediately, wherever practical, even if unconfirmed or when full details are not known, but always within 24 hours of discovery. If incident reporting has been delayed by more than 24 hours, the contractor should provide an explanation about the delay.

Incidents shall be reported through the department's nominated system or service owner.

Incidents shall be investigated by the contractor with outcomes being notified to the Department.

- 1.20. The Department may request that any IT systems and hosting environments that are used to handle, store or process Departmental Data may be subject to independent IT Health Checks (ITHC) using an NCSC CHECK Scheme ITHC provider before go live and periodically (at least annually) thereafter (subject to prior written agreement by the Contractor and subject to the Department being responsible for the costs of any ITHC). The findings of the ITHC relevant to the service being provided are to be shared with the Department and all necessary remedial work carried out. In the event of significant security issues being identified, a follow up remediation test may be required.
- 1.21. The Contractor or sub-contractors providing the service will provide the Department with full details of any actual or future intent to develop, manage, support, process or store Departmental Data outside of the UK mainland. The Contractor or subcontractor shall not go ahead with any such proposal without the prior written agreement from the Department.
- 1.22. The Department reserves the right to audit the Contractor or sub-contractors providing the service within a mutually agreed timeframe but always within seven days of notice of a request to audit being given. The audit shall cover the overall scope of the service being supplied and the Contractor's, and any sub-contractors', compliance with the clauses contained in this Section.
- 1.23. The Contractor and sub-contractors shall undergo appropriate security assurance activities and shall provide appropriate evidence including the production of the necessary security documentation as determined by the department. This will include obtaining any necessary professional security resources required to support the Contractor's and sub-contractor's security assurance activities such as: a Security and Information Risk Advisor (SIRA) certified to NCSC Certified Cyber Security Consultancy (CCSC) or NCSC Certified Cyber Professional (CCP) schemes.
- 1.24. Where the Contractor is delivering an ICT solution to the Department they shall design and deliver solutions and services that are compliant with the HMG Security Policy Framework in conjunction with current NCSC Information Assurance Guidance and Departmental Policy. The Contractor will provide the Department with evidence of compliance for the solutions and services to be delivered. The Department's expectation is that the Contractor shall provide written evidence of:
 - Compliance with HMG Minimum Cyber Security Standard.
 - Any existing security assurance for the services to be delivered, such as: ISO/IEC 27001 / 27002 or an equivalent industry level certification.
 - Any existing HMG security accreditations or assurance that are still valid including: details of the awarding body; the scope of the accreditation; any

caveats or restrictions to the accreditation; the date awarded, plus a copy of the residual risk statement.

- Documented progress in achieving any security assurance or accreditation activities including whether documentation has been produced and submitted. The Contractor shall provide details of who the awarding body or organisation will be and date expected.
- 1.25. The Contractor shall contractually enforce all these Departmental Security Standards for Contractors onto any third-party suppliers, sub-contractors or partners who could potentially access Departmental Data in the course of providing this service.










T2020/018 Vodafone PSN Secure Internet Gateway (Apr '19 - Sep '20)

Final Audit Report

2020-11-03

Created:	2020-10-21
By:	Karen Price (Karen.PRICE@education.gov.uk)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZmp79jnFn6_vDywp-nij6iD7lWCz6Z9A

"T2020/018 Vodafone PSN Secure Internet Gateway (Apr '19 - Sep '20)" History

-  Document created by Karen Price (Karen.PRICE@education.gov.uk)
2020-10-21 - 3:22:11 PM GMT- IP address: 35.176.86.207
-  Document emailed to Emma Readman (emma.readman@vodafone.com) for signature
2020-10-21 - 3:25:50 PM GMT
-  Email viewed by Emma Readman (emma.readman@vodafone.com)
2020-10-21 - 3:26:45 PM GMT- IP address: 84.64.9.198
-  Emma Readman (emma.readman@vodafone.com) entered valid password.
2020-10-28 - 5:43:23 PM GMT
-  Document e-signed by Emma Readman (emma.readman@vodafone.com)
Signature Date: 2020-10-28 - 5:44:08 PM GMT - Time Source: server- IP address: 194.62.232.102
-  Document emailed to Jon Gilbert (jon.gilbert@education.gov.uk) for signature
2020-10-28 - 5:44:12 PM GMT
-  Email viewed by Jon Gilbert (jon.gilbert@education.gov.uk)
2020-11-03 - 1:33:05 PM GMT- IP address: 35.176.86.207
-  Document e-signed by Jon Gilbert (jon.gilbert@education.gov.uk)
Signature Date: 2020-11-03 - 2:38:06 PM GMT - Time Source: server- IP address: 35.176.86.207
-  Agreement completed.
2020-11-03 - 2:38:06 PM GMT