

CONTRACT ID:

VODAFONE LIMITED

AND

CARE QUALITY COMMISSION

SERVICES AGREEMENT

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THIS AGREEMENT is made between:

1. **Vodafone Limited**, a company incorporated in England with registration number 1471587, whose registered office is at Vodafone House, The Connection, Newbury, Berkshire, RG14 2FN, England ("**Vodafone**"); and
2. **Care Quality Commission**, whose principal office is at 151 Buckingham Palace Road, London, SW1W 9SZ ("**Customer**").

together referred to as the "**Parties**" and each individually as a "**Party**".

BACKGROUND

- (A) Vodafone is a provider of communication services.
- (B) This Services Agreement sets out the terms and conditions under which Vodafone will provide communication services to the Customer.

THE PARTIES AGREE:

1. **Structure of contractual relationship**

- 1.1 The Services Agreement incorporates the following terms and conditions:
 - (a) **General Terms (Schedule 1)** - for all Services.
 - (b) **Data Protection Terms (Schedule 2)** - Each of the Service Terms identifies which of the Data Protection Terms applies to those Services.
 - (c) **Service Terms (Schedule 3)** - in relation to the specific Services being provided.
 - (d) **Commercial Terms (Schedule 4)** - for all Services.
- 1.2 **Order process:** This Services Agreement may set out any relevant order mechanism, including any requirements for order forms, statements of work or similar instruments.

This Services Agreement is made the date of the last signature that is applied to it and shall be deemed to have commenced on the Service Commencement Date.

Signed by

for and on behalf of
Vodafone Limited

Signed by

for and on behalf of
Care Quality Commission

Name:

Job Title

Date: ..

Name: ..

Job Title

Date: ..

SCHEDULE 1 — GENERAL TERMS

THESE GENERAL TERMS APPLY TO THE SERVICES AGREEMENT
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1. Duration

- 1.1 The duration of the Services Agreement and the Services is as specified in the relevant Service/Commercial Terms. Earlier termination may occur in accordance with clause 14 (Termination).

2. Additional Service Recipient

- 2.1 A Customer Group Company which is not a direct party to the Services Agreement, but which is named in the Services Agreement as a beneficiary of the Services ("Additional Service Recipient") is entitled to receive Services under the Services Agreement.
- 2.2 If Customer wishes to add further Additional Service Recipients, then it shall: (i) provide the Additional Service Recipient's full corporate details; (ii) inform the Additional Service Recipient of the contractual arrangements; and (iii) agree to pay such additional charges as Vodafone may reasonably request in relation to the approval of such request. Additional Service Recipients must be agreed by Vodafone and Customer in writing prior to Services being provided to them.

3. Services

- 3.1 **Order of Services:** Customer may, if required by Vodafone, place an order for Services in the format supplied by Vodafone and Vodafone may accept, reject or respond to with a request for further information.
- 3.2 **Use of the Services:** Customer: (i) may allow Users to use the Services and shall make sure that Users do so consistently with the terms of this Services Agreement; (ii) shall be responsible for anyone Customer allows to, or enables to, use the Services, including payment obligations, whether to Vodafone, Vodafone Group Companies, or to third parties (such as providers of content, goods or services); (iii) shall not resell, distribute, provide or sub-licence the Services to any third party.
- 3.3 **Exclusions:** Vodafone is not responsible for any content, goods or services which are accessed or downloaded or transmitted by Customer through use of the Services.
- 3.4 **Conditions of use:** Customer may not use the Services in any way that may reasonably be considered to be: (i) contrary to the intended conditions of use (including any unauthorized modification); (ii) a nuisance, defamatory, offensive, abusive, or obscene or in violation of any person's rights; (iii) illegal; (iv) fraudulent; or (v) contrary to good faith commercial practice.
- 3.5 **Customer information:** Customer shall provide, and shall make sure that its Users provide, all information and complete all documentation (including in relation to identification, legitimation and billing details) which is required by Vodafone, or an NRA (if applicable) for the purposes of the Services.
- 3.6 **Customer Obligations:** Customer will promptly comply with all obligations owed by Customer as set out in the relevant Service Terms ("Customer Obligations"). If Customer does not comply with its obligations set out in this clause, then Vodafone is entitled to: (i) relief from its obligations for an appropriate period; and (ii) recover its increased costs from the Customer.
- 3.7 **Applicable Law:** Vodafone and Customer shall respectively comply with all Applicable Law.

4. Equipment

4.1 **If title in equipment passes to the Customer**

- 4.1.1 **Title:** If it is agreed that title in equipment will pass to the Customer then the timing of such passing of title shall be governed by the following rules:
- (a) when Vodafone dispatches the equipment from a country in which it is registered for VAT - on the earlier of: (i) payment in full; or (ii) dispatch;
 - (b) when Vodafone dispatches the equipment from a country in which it is not registered for VAT but to a destination country in which it is registered for VAT - on Customer's receipt of the equipment in the destination country;
 - (c) in all other scenarios - at a place and time to be determined by Vodafone (for example on the high seas);

- (d) pursuant to the above, title in the equipment shall pass to the Customer before reaching any country in which Vodafone is not registered for VAT or Corporation Tax;
- (e) "Vodafone" means the specific Vodafone Group Company that is passing title to the equipment.

4.1.2 **Risk:** Risk in the Equipment passes to Customer upon delivery.

4.1.3 **Delivery or transit loss or damage:** Vodafone shall deliver Equipment to the agreed delivery address. If the Equipment is damaged on delivery, Customer shall notify Vodafone as soon as possible and in any event within 5 Working Days of delivery and provide written details evidencing such damage. If Equipment is not delivered within 10 Working Days of the relevant delivery date, Customer shall notify Vodafone as soon as possible. On receipt of such notice, Vodafone shall, provided that there is no dispute as to delivery or damage, within a reasonable time send replacement Equipment free of delivery charge.

4.1.4 **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. For the avoidance of doubt, this does not operate as an assignment of any of Vodafone's rights or the appointment of Customer to act on behalf of Vodafone.

4.1.5 **Import obligations:** If Vodafone supplies Equipment to Customer from outside the country of delivery, Customer:

- (a) will be the importer of record into the country of delivery and will carry out any obligations which may fall to the importer of record including, if applicable, the payment of any copyright levies and all other charges which are the responsibility of the importer of record.
- (b) in those countries where regulations apply, will be responsible as producer for the proper recording, treatment and disposal of Equipment and compliance with the European Community Waste Electronic and Electrical Equipment Directives 2002/96/EC, 2012/19/EU and Directive 2006/66/EC on Batteries and Accumulators as implemented locally and any superseding Directives from time to time or any similar local legislation;
- (c) will carry out all customs formalities and pay any import duties required to import the Equipment into the country of delivery; and
- (d) confirms that the Equipment will be shipped to Customer DAP. "DAP" means "delivered at place" as defined by the International Chamber of Commerce's Incoterms 2010.

4.2 If Vodafone is retaining title of Equipment

4.2.1 If Vodafone is retaining title of Equipment, Customer shall in relation to the Equipment:

- (a) keep it at the relevant Customer Site in safe custody;
- (b) use it in accordance with Applicable Law and Vodafone's instructions and only for the purpose of using the Services;
- (c) use only compatible equipment that is in good working order in conjunction with it;
- (d) only connect it to the Network using a Vodafone approved network termination point;
- (e) allow only Vodafone's authorised representatives to add to, modify, or alter it;
- (f) be responsible for, and notify Vodafone immediately of, loss or damage to it, save for reasonable wear and tear or loss or damaged caused by Vodafone or Vodafone's representatives;
- (g) permit Vodafone to inspect or test the Equipment (either on Customer Site or remotely); and
- (h) upon termination or expiry of the Service, allow Vodafone to access Customer Site, to uninstall, decommission and remove Equipment within 30 days of the date of such termination.

4.3 If Vodafone sources Equipment from a third party manufacturer or reseller,

4.3.1 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 cannot exceed the liability of the third party manufacturer or reseller to Vodafone.

4.3.2 equipment software is licensed under and subject to the terms of (i) any standard form end user licence agreement, (including shrink wrap or click-through software licences) and any open source licence provided with the Equipment, and/or (ii) any relevant Service Terms.

4.3.3 **Customer:** (i) may allow Users to use the Equipment and shall make sure that Users do so consistently with the terms of the Services Agreement; (ii) shall be responsible for a User's and any third party's use of the Equipment, including payment obligations, whether to Vodafone, Vodafone Group Companies, or to third parties (such as providers of content, goods or services); (iii) shall not resell, distribute, provide or sub-licence the Equipment to any third party except as expressly permitted by the Service Agreement.

5. Intellectual Property Rights

- 5.1 **Ownership:** Vodafone and Customer each retain ownership of their own Intellectual Property Rights.
- 5.2 **Licence:** Vodafone and Customer each respectively grant, or will procure the grant, to the other of a licence to use the Intellectual Property Rights owned by it or its Group Companies and which the other needs to use for the purpose of the Services, including any Intellectual Property Rights in software.
- 5.3 **Licence terms:** Each licence is granted on the basis that: (i) it is not transferable, not sub-licensable and non-exclusive; (ii) the party granted the licence shall not carry out copying, modification, reverse engineering, adaptation, translation, decompilation, disassembly or error correction, unless expressly permitted by Applicable Law; and (iii) each licence starts as necessary for the performance of the Services and ends when the applicable Services end.
- 5.4 **Third party licence:** When Vodafone or Customer makes third party licences available to each other they will: (i) notify each other of the applicable licence terms; and (ii) comply with such terms.
- 5.5 **Indemnity for third party claim:** Vodafone shall defend and indemnify Customer against all losses incurred by or awarded against the Customer in respect of a third party claim for infringement of that third party's Intellectual Property Rights resulting from use by Customer of the Services.
- 5.6 **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 all reasonable assistance to contest or defend the claim (and Vodafone shall meet reasonable associated costs); (v) mitigate its losses; (vi) 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; and (viii) give Vodafone sole conduct of the defence of the claim provided that Vodafone shall handle the claim diligently and in such a way as not to bring the Customer into disrepute.
- 5.6 **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 instructions for design requirements/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 the Services Agreement or any standard form end user licence agreement (including shrink wrap or click-through software licences or open source licences provided with any Services or Equipment).

6. Warranties

- 6.1 **Full power and authority:** Each Party warrants that it has full power and authority to enter into the Services Agreement and to perform its obligations under the Services Agreement.
- 6.2 **No other warranties:** Unless expressly set out in the Services Agreement all warranties, representations and conditions which are implied by statute or otherwise are expressly excluded to the extent permitted by Applicable Law.

7. Payment and tax

- 7.1 **Invoice:** Vodafone shall issue an invoice to Customer (or, if relevant, make available such invoice for download) at such times as specified in the Commercial Terms.
- 7.2 **Paying the Charges:** Customer shall pay the Charges by BACS (or as otherwise specified in the Commercial Terms) within 30 days of the date on any invoice or such other period as set out in the Commercial Terms.
- 7.3 **Invoice disputes:** Customer may dispute an invoice or any part of it, only by: (i) notifying Vodafone within 21 days of the date of invoice; (ii) including details of why it disputes the invoice and how much it believes is payable, and in any event paying all undisputed amounts by the due date. Customer may only dispute amounts with reasonable

cause and in good faith. Following resolution of an invoice dispute, Vodafone shall promptly issue a credit or Customer shall promptly make payment as appropriate.

7.4 **What Vodafone may do if Customer does not pay on time:** When Customer does not pay the Charges by the due date, and has not raised a dispute in accordance with clause 7.3 above (Invoice Disputes), Vodafone is entitled, until paid in full, to charge interest on the unpaid amount at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998 accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.

7.5 **Recovery Charge:** Customer shall pay any agreed Recovery Charge.

7.6 **VAT:** The Charges shall be 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. If VAT is chargeable in respect of any amount payable hereunder, Customer shall, upon receipt of an appropriate tax invoice, pay to Vodafone the VAT chargeable in respect of that payment. Customer agrees to provide its VAT registration number and such other further information as Vodafone may reasonably request in relation to any supply hereunder. VAT means value added tax or any analogous tax in any relevant jurisdiction including but not limited to use, sales and local sales taxes of any kind.

7.7 **Withholding tax:** The Charges shall be paid without withholding or deduction unless prohibited by any Applicable Law. If withholding tax is payable by Customer, Customer will, at the same time as making the payment, pay to Vodafone such additional amount as will result in the receipt by Vodafone of the full amount which would otherwise have been receivable had no withholding or deduction been payable and will supply to Vodafone evidence satisfactory to Vodafone that Customer has accounted to the relevant authority for the sum withheld or deducted. If Customer is obliged by Applicable Law to deduct withholding tax from any Charges, Customer shall assist Vodafone in making necessary filings in order to ensure the provisions of the relevant tax treaty apply to the payment.

7.8 **Permanent tax establishment:** Customer will notify Vodafone, in advance of Vodafone invoicing for Services, if Customer has established a branch or tax permanent establishment (either in the UK or elsewhere) which will be the recipient of Services.

8. **Bribery and corruption**

8.1 Vodafone has a comprehensive anti-bribery policy and programme, and shall comply with Applicable Law relating to anti-bribery and anti-corruption and shall not give or receive any bribes, including in relation to any foreign public official.

9. **Sanctions and export controls**

9.1 Each Party shall, in the context of the Services: (i) comply with all Applicable Law relating to export control and economic/financial sanctions in the European Union, the United States of America and other countries relevant to the dealings of the Parties; (ii) not knowingly do anything which may cause the other Party or members of its Group to breach this Applicable Law; (iii) provide such assistance, documentation and information to the other party as that Party may reasonably request; (iv) notify the other Party of loss of licence/authorisation or actual/potential investigations/breach in relation to this Applicable Law; (v) not carry out activities with restricted list individuals or entities; and (vi) not sub-contract or assign the benefit of the Services or re-export, re-sell or otherwise transfer any Services to restricted list individuals or entities.

10. **Confidentiality**

10.1 Each Party shall handle the other Party's Confidential Information received by it in connection with the Services Agreement on the following basis: (i) keep it confidential for 3 years after date of disclosure; (ii) use it solely for the purpose of performing its obligations or exercising its rights in respect of the Services Agreement; (iii) 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 the Services Agreement, or as required by Applicable Law; (iv) ensure that such persons keep it confidential; and (v) return or destroy it on termination of the Services Agreement save when it is necessary to keep it for regulatory reasons in secure archives.

10.2 These provisions do not apply when the Confidential Information received: (i) is or becomes public knowledge without breach of the Services Agreement; (ii) was already in a Party's possession free of obligations of confidentiality; or (iii) is received from a third party free of obligations of confidentiality.

10A Freedom of Information

10A.1 Vodafone acknowledges that the Customer is subject to the requirements of the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 and shall provide reasonable assistance and cooperation as reasonably requested by the Customer to enable the Customer to comply with its obligations under the FOIA and the Environmental Information Regulations 2004. Vodafone will;

10A.1.1 transfer to the Customer all Requests for Information (which shall have the meaning as set out in FOIA) relating to this Services Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;

10A.1.2 provide the Customer with a copy of all Information belonging to the Customer requested in the Request for Information which is in its possession or control in the form that the Customer may reasonably require within 5 Working Days (or such other period as the Customer may reasonably request and agreed by Vodafone) of the Customer's Request for Information; and

10A.1.3 not respond directly to a Request for Information unless authorised in writing to do so by the Customer.

10A.2 Customer shall notify Vodafone of any Request for Information and consult with and properly consider Vodafone's submissions in relation to any such Request for Information prior to making a disclosure. Vodafone acknowledges that the Customer may be required to disclose Information concerning Vodafone or the Services (including commercially sensitive information) without consulting or obtaining consent from Vodafone in which circumstances the Customer shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give Vodafone advance notice, or failing that, to draw the disclosure to Vodafone's attention after any such disclosure.

10A.3 Notwithstanding any other provision in the Service Agreement, the Customer shall be responsible for determining in its absolute discretion whether any Information relating to Vodafone or the Services is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations 2004.

11. Announcements

11.1 Any announcement or public statement relating to the Services Agreement must be approved by both Parties in writing prior to its release.

12. Liability

12.1 **Liability principles:** Neither Party is liable under the Services Agreement (whether in contract, tort (including negligence), breach of statutory duty, indemnity or otherwise) for: (i) any loss (whether direct or indirect) of profit, revenue, anticipated savings or goodwill; (ii) any loss of or corruption to data; or (iii) any indirect or consequential losses, regardless of whether they were contemplated by either of the Parties when the Services Agreement was entered into or when the relevant order was placed under it. Customer retains responsibility for compliance with the regulatory regime in which it operates and Vodafone is not liable for any regulatory fines or penalties imposed on or third party claims made against Customer in this respect. Vodafone retains responsibility for compliance with the regulatory regime in which it operates and Customer is not liable for any regulatory fines or penalties imposed on or third party claims made against Vodafone in this respect. Neither Party excludes any liability for: (i) death or personal injury caused by its negligence, (ii) bribery, fraud or fraudulent misrepresentation (iii) any breach of any obligations implied by section 2 of the Supply of Goods and Services Act 1982 and (iv) any liability to the extent it cannot be excluded or limited by Applicable Law.

12.2 **Liability cap:** Subject to clause 12.1 above a Party's aggregate liability under or in connection with the Services Agreement (whether in contract, tort (including negligence), breach of statutory duty, indemnity or otherwise) in respect of each consecutive 12 month period starting on the Service Commencement Date of the Services Agreement (Liability Period) shall not exceed the amount of the Charges paid or payable between the two Parties in respect of that Liability Period. If the Charges have been paid or payable between the two 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 non-payment of Charges or Recovery Charges or to damages due to breach of confidentiality obligations as set out in the Services Agreement.

13. Suspension of Services

13.1 Vodafone may suspend the Services (keeping the suspension to a minimum): (i) in order to comply with Applicable Law (including in relation to sanctions and export control); and (ii) during maintenance, modification, repair and testing of the Network when necessary to safeguard the functionality, security and integrity of the Network.

- 13.2 In addition Vodafone may suspend the Services:
- 13.2.1 subject to clause 13.4 when Customer or User uses Services in violation of the conditions of use set out in the Services Agreement;
 - 13.2.2 subject to clause 13.4 on 14 days' notice of failure to pay undisputed amounts due which Customer fails to rectify;
 - 13.2.3 subject to clause 13.4 on 30 days' written notice when there is any other material breach of the Services Agreement which is capable of rectification and which Customer fails to rectify; and
 - 13.2.4 when there is any other material breach of the Services Agreement which is not capable of rectification.
- 13.3 Vodafone may suspend individual Services (in whole or in part, as opposed to the whole of the Services) on the same basis as set out above, except as specifically prohibited in the Service or Commercial Terms, without suspending all of the Services.
- 13.4 Vodafone shall not be entitled to suspend those parts of the Services unaffected by the violation, failure or breach and shall restore Services as soon as is reasonably practicable when the violation, failure or breach is remedied, subject to the prompt payment by the Customer of any service restoration costs that may be payable. For the avoidance of doubt, where a violation, failure or breach relates to a particular User or group of Users, Vodafone will only suspend access to the Network for the affected Users where this is practicable.

14. Termination

- 14.1 **Ending the Services Agreement for convenience:** Either Party may end the Services Agreement on 60 days' written notice to the other provided that this notice may not be given if it will take effect before the end of the Initial Term of any Service.
- 14.2 **Ending the Services Agreement for cause:** Either Party may end the Services Agreement with immediate effect by written notice to the other Party if that other Party:
- 14.2.1 becomes subject to sanctions and/or export control laws necessitating termination;
 - 14.2.2 commits a material breach of the Services Agreement which is capable of remedy and is not remedied within 30 days of written notice from the first Party;
 - 14.2.3 commits a material breach of the Services Agreement which is not capable of remedy; or
 - 14.2.4 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).
- 14.3 **Ending the Services Agreement for Force Majeure:** Either Party may end the Services Agreement with immediate effect by written notice to the other Party if either Party is the subject of a Force Majeure event for a continuous period exceeding 90 days.
- 14.4 **Termination of individual Services:** Either Party may terminate an entirety of a service (in whole or in part, as opposed to the whole Services Agreement) for the causes as set out in clause 14.2 and 14.3. without terminating the Services Agreement, except as specifically prohibited in any specific Service or Commercial Terms. Termination of any subscriptions is addressed in the relevant Service or Commercial Terms.
- 14.5 **Effect of termination:** On termination of the Services Agreement or an individual Service, Customer and its Users shall: (i) stop using the relevant Services; and (ii) return, or make available for collection, any equipment, documents, and information owned by Vodafone in accordance with Vodafone's reasonable instructions; and (iii) pay any applicable Recovery Charge.

15. Changing the terms

- 15.1 **Changes in writing:** With the exception of changes made in accordance with clause 15.2 (Changes required by Applicable Law) and any Service Terms, any amendment to the Services Agreement must be in writing and signed by the Parties.
- 15.2 **Changes required by Applicable Law:** Vodafone may vary the Services Agreement (including changing or introducing new charges or changing or withdrawing Services) where required to comply with Applicable Law. Vodafone shall provide Customer notice of such change as is reasonably practicable.

16. Assignment

- 16.1 Assignment:** Neither Party may assign or otherwise transfer any of its rights and obligations under the Services Agreement without the prior written consent of the other Party which shall not be unreasonably withheld or delayed. However, Vodafone may assign, or otherwise transfer any of its rights under the Services Agreement to any company within the Vodafone Group without the consent of Customer.
- 16.2 Sub-contract:** Vodafone may sub-contract any of its obligations under the Services Agreement but shall be responsible to Customer for the acts or omissions of its sub-contractors.
- 16.3 Insurance:** Vodafone shall put in place and/or maintain in force at its own cost with a reputable commercial insurer of the following insurance policies:
- 16.3.1 employer's liability insurance as required by law in the where the Services are provided;
 - 16.3.2 public liability with the minimum cover for any one occurrence or claim arising from a single event or series of related events of one million pounds (£1,000,000);
 - 16.3.3 product liability with the minimum cover for any one occurrence or claim arising from a single event or series of related events of one million pounds (£1,000,000); and
 - 16.3.4 professional indemnity with the minimum cover or any one occurrence or claim arising from a single event or series of related events and in the annual aggregate of one million pounds (£1,000,000).

Such insurance shall be maintained for the duration of the Service Agreement and for a minimum of 6 (six) years following the expiration or earlier termination of the Service Agreement.

- 16.4** Vodafone shall give the Customer, on request, copies of broker's verification of insurance to demonstrate that the appropriate cover is in place, together with evidence of payment of the latest premiums due under those policies.
- 16.5** The provisions of any insurance or the amount of cover shall not relieve Vodafone of any liabilities under the Service Agreement.
- 16.6** Where Vodafone becomes aware of any relevant fact, circumstance or matter which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as voided in whole or part and where such fact, circumstance or matter would have a material impact on Customer's remedies under this Services Agreement Vodafone will use all reasonable endeavours to notify the Customer of any such change or cancellation as soon as reasonably practicable.

17. General provisions

- 17.1 Survival of clauses:** Any provision of the Services Agreement which expressly or by implication is intended to come into or continue in force on or after termination of the Services Agreement (in whole or part) will continue in force.
- 17.2 Notices:** All notices shall be sent to the Parties' respective registered office as set out in the Services Agreement by pre-paid recorded delivery or prepaid courier.
- 17.3 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.
- 17.4 Performance at own cost:** If Customer is obliged to do something in the Services Agreement the obligation is to do so at its own cost unless otherwise expressly stated.
- 17.5 Force Majeure:** If a Force Majeure event occurs which prevents either Vodafone or Customer from performing any of its obligations under the Services Agreement, 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.
- 17.6 Illegality:** Any provision of the Services Agreement found to be illegal or unenforceable does not form part of the Services Agreement but the remaining provisions will continue in full force and effect.
- 17.7 Entire agreement:** Except for fraudulent misrepresentation, the Services 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 the Services Agreement, neither Party

has relied upon any statement or warranty made, or agreed to, by any person, except those expressly provided for by the Services Agreement.

- 17.8 **Third party rights:** The Services Agreement is made only for the benefit of the Parties thereto and is not enforceable by any other person under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 17.9 **Conflicts in a Services Agreement:** If there is any conflict between the provisions of the Services Agreement, the following order of precedence applies (highest level of precedence first):
- 17.9.1 the Commercial Terms (Schedule 4);
 - 17.9.2 the Service Terms (Schedule 3);
 - 17.9.3 the Data Protection Terms (Schedule 2);
 - 17.9.4 the General Terms (Schedule 1);
 - 17.9.5 the main body of the Services Agreement itself;
 - 17.9.6 other documents referenced in the Services Agreement.
- 17.10 **Governing law:** The Services Agreement and all disputes between the Parties are governed by, and construed in accordance with the laws of England and Wales.
- 17.11 **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.
- 17.12 **Counterparts:** The Parties may sign this Agreement by electronic signature. If the Parties decide to sign using electronic signature they agree to be bound by any such electronic signature which they have applied to the Agreement. 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. A counterpart signature page of this Agreement executed by a Party and the execution version of the contract transmitted electronically in Portable Document Format (PDF) shall be treated as an original, fully binding and with legal force and effect. The Parties waive any rights they may have to object to such treatment.

18. Definitions

- 18.1 **Additional Service Recipient** means a Customer Group Company which will receive Services under the Services Agreement but which is not a direct party to the Services Agreement.
- 18.2 **Applicable Law** means law, regulation, binding code of practice, rule or requirement of any relevant government or governmental agency, professional or regulatory authority, 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.
- 18.3 **Charges** means the charges or fees set out in the Commercial Terms.
- 18.4 **Confidential Information** means confidential information: (i) concerning the business and affairs of a Party, a Vodafone Group Company or a Customer Group Company that a Party obtains or receives from the other Party; or (ii) which arises out of the performance of any Services.
- 18.5 **Customer Group** means 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 the Services Agreement (and "Customer Group Company/Customer Group Companies" has a corresponding meaning).
- 18.6 **Equipment** means equipment (including any SIMs) supplied by or on behalf of Vodafone to Customer.
- 18.7 **Force Majeure** means any cause preventing a Party from performing any or all of its obligations which arises from or is attributable to acts, events, omissions or accidents beyond the control of the affected Party.
- 18.8 **Group** means either the Vodafone Group or Customer Group as applicable (and "Group Company/Group Companies" has a corresponding meaning).
- 18.9 **Initial Term** means the term of an individual Service, as specified in the Commercial Terms.
- 18.10 **Intellectual Property Rights** means (i) 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; (ii) rights in the nature of unfair competition rights and rights to sue for passing off; and (iii) trade secrets, confidentiality and other proprietary rights, including rights to know how and other technical information.

- 18.11 **Network** means the communications network together with the equipment and premises that are connected to such network and which are used by Vodafone and/or a Vodafone Group Company.
- 18.12 **NRA** means the national regulatory authority for electronic communications or telecommunications services in the relevant country.
- 18.13 **Order** means the order form or purchase order agreed between the Parties to be used for ordering the Services or as otherwise defined in the Service Terms.
- 18.14 **Party or Parties** means the parties to the Services Agreement.
- 18.15 **Recovery Charge** means any amount payable by Customer for early termination or failure to meet commercial commitments as set out in the Commercial Terms.
- 18.16 **Service(s)** means the services provided by Vodafone through the Services Agreement and which are specified in the Service/Commercial Terms.
- 18.17 **User** means an individual end user of the Services who must be a permanent or temporary employee or sub-contractor of Customer (unless otherwise specified in the Service Terms).
- 18.18 **Vodafone Group** means: (i) Vodafone Group Plc, Vodafone and any company in which Vodafone Group Plc owns (directly or indirectly) 15% or more of the issued share capital; and (ii) any partner market listed on the "Where we are" page at www.vodafone.com (and Vodafone Group Company/Vodafone Group Companies has a corresponding meaning).
- 18.19 **Working Days** means Monday to Friday inclusive, but excluding public holidays in the country where the Services are being provided.

SCHEDULE 2 — DATA PROTECTION TERMS

THESE DATA PROTECTION TERMS APPLY TO THE SERVICES AGREEMENT. THERE ARE 4 POTENTIAL SCENARIOS: (I) WHEN VODAFONE IS DATA CONTROLLER; (II) WHEN VODAFONE IS DATA PROCESSOR; (III) WHEN TRANSFER OF TRAFFIC DATA BETWEEN VODAFONE COMPANIES IS REQUIRED (IV) WHEN NONE OF THE ABOVE SCENARIOS APPLY. EACH SET OF SERVICE TERMS INDICATES WHICH SCENARIO APPLIES IF MORE THAN ONE IS LISTED BELOW.

SCENARIO 1: WHEN VODAFONE IS DATA CONTROLLER

1. Processing of data

- 1.1 Vodafone may Process User Personal Data for the following purposes: (i) account relationship management; (ii) sending bills; (iii) order fulfillment / delivery; or (iv) customer service.
- 1.2 Vodafone may Process Traffic Data 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.

2. Disclosure of data

- 2.1 Vodafone may disclose User Personal Data and/or Traffic Data: (i) if required by Applicable Law, court order or Privacy Authority or any other statutory body or agency; or (ii) to Vodafone Group Companies or third parties lawfully sub-processing for Vodafone to deliver the Services.

SCENARIO 2: WHEN VODAFONE IS DATA PROCESSOR OF USER PERSONAL DATA

3. Processing of User Personal Data

- 3.1 Vodafone may only Process User Personal Data for the purposes of providing and monitoring the provision of the relevant Service. Customer's prior written consent is required for any other purpose.

4. Use of anonymous data

- 4.1 Vodafone may use User Personal Data to create anonymous, aggregated, statistical data and information about service usage and devices that does not, and cannot be, used to identify a User.

5. Disclosure of User Personal Data

- 5.1 Vodafone may only disclose User Personal Data to third parties or other members of the Vodafone Group: (i) for the purposes of providing the relevant Service; (ii) if required by Applicable Privacy Law, court order, Privacy Authority or any other statutory body or agency; or (iii) to third parties lawfully sub-processing for Vodafone to deliver the Service.

6. Retention of User Personal Data

- 6.1 Vodafone may retain the User Personal Data for as long as is required to deliver the Service.
- 6.2 Upon termination of the relevant Services, Vodafone shall (except as required otherwise by Applicable Privacy Law) destroy or return (at Customer's option) User Personal Data in its possession.
- 6.3 If Customer opts for Vodafone to retain User Personal Data post termination, the Parties shall enter in a Service Agreement for hosting.

7. Access to User Personal Data

- 7.1 Vodafone shall limit access to User Personal Data to those Authorised Persons as necessary to meet Vodafone's obligations in relation to the Service and to such part or parts of the User Personal Data as are strictly necessary for the performance of that Authorised Person's duties.

7.2 Vodafone shall take reasonable steps to ensure the reliability of any of its Authorised Persons who have access to the User Personal Data and will make sure that all Authorised Persons are: (i) informed of the confidential nature of the User Personal Data; (ii) trained in Vodafone's policies relating to handling User Personal Data; and (iii) aware of Vodafone's and their own obligations in this respect.

8. Security of User Personal Data

8.1 Vodafone shall:

8.1.1 taking into account the state of technological development and to the cost of implementing any measures: (i) provide a level of security (including appropriate technical and organisational measures) appropriate to the harm that might result from unauthorised or unlawful Processing, or the accidental loss, destruction or damage, of any User Personal Data pursuant to the relevant Service and the nature of the User Personal Data; and (ii) comply with the security requirements contained in the Vodafone Information Security policies based on ISO 27001 and provide to the Customer upon written request, Vodafone's Information Security policies and ISO 27001 certification provided that such documentation will be treated as Vodafone Confidential Information;

8.1.2 provide the Customer with such information, assistance and co-operation as Customer may reasonably require to establish compliance with the security measures contained in these Data Protection Terms and inform Customer as soon as reasonably practicable of any particular risk of which it becomes aware to the security of any User Personal Data; and

8.1.3 promptly notify Customer of any unauthorised access to User Personal Data of which Vodafone becomes aware.

9. Transfer of User Personal Data out of the EEA

9.1 Vodafone may transfer User Personal Data to countries outside the European Economic Area only to the extent that:

9.1.1 User Personal Data is transferred to a territory outside the European Economic Area on terms substantially in accordance with the European Union standard contractual clauses for the transfer of Personal Data to processors established in third countries under the Applicable Privacy Law; or

9.1.2 that the transfer of User Personal Data does not put any member of Customer Group in breach of its obligations under Applicable Privacy Law.

10. Law enforcement authorities

10.1 Vodafone: (i) may receive legally binding demands from a law enforcement authority for the disclosure of, or other assistance in respect of, User Personal Data, or be required by law, including court order, warrant or subpoena to disclose User Personal Data to persons other than Customer; (ii) will not be in breach of its obligation to Customer in complying with such obligations to the extent legally bound; and (iii) shall notify Customer as soon as reasonably possible of any such demand unless otherwise prohibited.

11. Enquiries from Users

11.1 Vodafone shall promptly, and in any event not later than required in order to enable each member of Customer Group to fulfill its duties under Applicable Privacy Law, pass on to Customer any enquiries or communications (including subject access requests) from Users relating to their User Personal Data or its Processing, provide such information as may be required to enable Customer to respond to those enquiries or communications and otherwise to comply with its duties under Applicable Privacy Law.

SCENARIO 3: WHEN TRANSFER OF TRAFFIC DATA BETWEEN VODAFONE GROUP COMPANIES IS REQUIRED

12. Authorisation for transfer of Traffic Data

12.1 Customer: (i) authorises the transfer of Traffic Data between Vodafone Group Companies to the extent necessary for the provision of the Services; and (ii) shall ensure that it has all authorisations and consents necessary for such transfer.

12.2 When a Vodafone Group Company requires Customer's written authorisation for Traffic Data to be transferred, Customer will provide such authorisation promptly in the form of the template provided by the Vodafone Group Company and acknowledges that the Vodafone Group Company will be unable to transfer the required Traffic Data until such authorisation is provided.

13. Objections to transfer or Processing of Traffic Data

- 13.1 If any Customer Group Company or User objects to the transfer of Traffic Data between Vodafone Group Companies or its subsequent Processing by a Vodafone Group Company, the Vodafone Group Company shall, as soon as reasonably practicable, suspend or cease the transfer or Processing until the objection is resolved.
- 13.2 If a Privacy Authority objects to the transfer of Traffic Data or its subsequent Processing by a Vodafone Group Company, the Vodafone Group Company shall, as soon as reasonably practicable suspend or cease the transfer or Processing, and take such other steps as the Privacy Authority may direct.

SCENARIO 4: WHEN NONE OF THE ABOVE SCENARIOS 1 - 3 APPLY

14. No User Personal Data:

- 14.1 No provisions relating to this are required as there is no User Personal Data involved in any transfer and so Vodafone is not the Data Controller or Data Processor.

DEFINITIONS AND INTERPRETATION

15. Definitions

- 15.1 **Applicable Privacy Law** means the relevant local data protection and privacy law to which the data controller is subject.
- 15.2 **Authorised Person** means any director, officer, employee, sub-contractor or adviser of a Party or of any company within such Party's group being either the Vodafone Group or Customer Group.
- 15.3 **Data Controller** means the person that determines the purposes and means for which data is Processed.
- 15.4 **Data Processor** means the person that Processes data on behalf of the Data Controller.
- 15.5 **Privacy Authority** means the relevant statutory or supervisory authority with responsibility for the Applicable Privacy Law in the jurisdiction of the Data Controller.
- 15.6 **Process/Processed/Processing** means obtaining, recording or holding information or data or carrying out any operation or set of operations on it.
- 15.7 **Traffic Data** means any data processed for the purpose of the conveyance of a communication on an electronic communications network and for billing.
- 15.8 **User Personal Data** means any information that relates to an identified or identifiable User.

16. Interpretation

- 16.1 Any reference to "Vodafone may" in these Data Protection Terms is deemed to constitute: (i) a specific acknowledgement and authorisation on the part of Customer as required by Applicable Privacy law; and (ii) permission for Vodafone's lawfully appointed sub-processors to do likewise (for whose acts and omissions Vodafone remains responsible).

SCHEDULE 3 — SERVICE TERMS

THESE SERVICE TERMS SHALL APPLY TO THE SPECIFIC SERVICES IN ADDITION TO THE GENERAL TERMS (SCHEDULE 1).

The term of the Services Agreement shall automatically expire one year after the last of the Services provided under it has expired.

PART 1 OF SCHEDULE 3 – IP-VPN MANAGED SERVICE

1. The Service - Overview

- 1.1 The Vodafone IP-VPN managed service (the "IP-VPN Managed Service") is a managed IP network solution that provides a virtual private network running over an IP Backbone Core to connect Customer Sites via a Router. The term "Service" or "Services" in these Service Terms means the IP-VPN Managed Service.
- 1.2 These Service Terms include:
 - 1.2.1 the service specification, which sets out a description of the Service, as set out in Appendix 1 (the "Service Specification"); and
 - 1.2.2 the Service Levels and support services schedule, which sets out the standards that will be applied to the provision of the Service as set out in Appendix 2.
- 1.3 The following documents further govern Vodafone's supply of the Service and form part of the Services Agreement:
 - 1.3.1 the Order, which confirms the service elements selected by/for the Customer.

2. The Service and Equipment

2.1 Commencement, Delivery Date and Acceptance

- 2.1.1 The Services Agreement shall commence on the Service Agreement Commencement Date as set out in the Commercial Terms (Schedule 2); following which, Vodafone may complete any necessary preparatory works which may include reserving network capacity and components, entering into third party contracts, ordering equipment and completing Site Surveys.
- 2.1.2 Following the Service Agreement Commencement Date, Vodafone shall inform the Customer of the agreed date for the delivery of the Service, element of the Service or Configuration Change ("Agreed Delivery Date"). Vodafone may revise the Agreed Delivery Date if there are agreed changes to the Service, the Order is modified, or if Customer fails to provide information (including accurate information), access or assistance as reasonably required. Vodafone shall use reasonable endeavours to deliver the Service by the Agreed Delivery Date.
- 2.1.3 The Service will be subject to Vodafone's standard acceptance testing procedure before they are ready for use. Once Vodafone considers that the acceptance testing criteria has been met, Vodafone shall make the Service available to the Customer or notify the Customer that the Service is ready for use ("Delivery Date").
- 2.1.4 Unless the Customer notifies Vodafone within 5 Working Days of the Delivery Date that the Services have not passed the acceptance testing criteria and provides sufficient details to support this, the Customer shall be deemed to have accepted the Service on the Delivery Date ("Acceptance Date"). If the Customer notifies Vodafone in accordance with this clause, then Vodafone will take such action as is reasonably necessary to provide the Service such that it meets the acceptance testing criteria. The Customer shall not withhold acceptance on the basis of minor defects. If minor defects exist, the Service will be accepted and Vodafone shall use reasonable endeavours to correct those defects within a reasonable period following the Acceptance Date.
- 2.1.5 If the Delivery Date is delayed due to an act or omission of the Customer (including the Customer failing to provide information (including accurate information), access or assistance as reasonably required), or an Order is modified or cancelled by the Customer prior to the Agreed Delivery Date, then Vodafone may start charging the Customer from the Agreed Delivery Date and/or claim reasonable costs (including third party provider costs) from the Services Agreement Commencement Date that result from the delay, modification or cancellation. If such delay extends 60 Working Days beyond the date of Vodafone's original request, Vodafone may terminate the Order and apply a Recovery Charge.
- 2.1.6 Where Customer Sites are connected by Asymmetric Access Bandwidths, Vodafone shall inform Customer of the date of the specific Site Visits but will not confirm an exact time.

2.1.7 Where requested by Customer, Vodafone will use reasonable efforts to meet an expedited Agreed Delivery Date and Customer will pay Vodafone any additional Charges for doing so in accordance with the Commercial Terms and/or as otherwise communicated to the Customer by Vodafone. The Service Levels shall not apply to an expedited delivery date.

2.2 **Site Survey:** Upon Vodafone's request, Customer shall permit Vodafone or its sub-contractors to carry out Site Surveys for those Customer Sites at which the Service will be performed. If works need to be undertaken by the Customer, Vodafone: (a) shall provide the Customer with Customer Site reports for the agreed Customer Sites identifying works to be undertaken by the Customer; and (b) may be entitled to defer the provision of the Service pending completion of such works.

2.3 Equipment

Vodafone may provide Equipment in conjunction with the Service in which case Clause 4 of Schedule 1 (Equipment) shall apply except as set out hereafter and the following provisions apply:

2.3.1 With the exception of any Equipment identified in the Order as being purchased by the Customer, title to the Equipment (and in all substitutions, replacements, or renewals made in or to the Equipment) shall at all times belong and remain with Vodafone, its suppliers or subcontractors. The Customer shall indemnify Vodafone against any loss of or damage to any Equipment on a Customer Site caused by any negligent act or omission or wilful misconduct of the Customer, its employees, agents or subcontractors.]

2.3.2 Upon termination or expiry of the Agreement, the Customer shall allow Vodafone to access Customer's premises to uninstall, decommission and remove Equipment within 30 days of the date of such termination.]

2.3.3 With the exception of any Equipment identified in the Order as being purchased by Customer, title to the Equipment (and in all substitutions, replacements, renewals made in or to the Equipment) shall at all times belong and remain with Vodafone, its suppliers or subcontractors. Customer shall indemnify Vodafone against 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.

2.3.4 During the term of the Service, Customer shall, at its own expense, obtain and maintain insurance for the Equipment to a value not less than its full replacement value comprehensively against all usual risks of loss, damage or destruction by fire, theft or accident, and such other risks as Vodafone may from time to time advise in writing. Customer shall be responsible for paying any deductibles due on any claims under such insurance policy. Customer shall, on demand, supply to Vodafone copies of the relevant insurance policy or other insurance confirmation and proof of premium payment to confirm these insurance arrangements.

2.3.5 Upon termination or expiry of the Agreement, Customer shall allow Vodafone to access Customer's premises to uninstall, decommission and remove Equipment within 30 days of the date of such termination.

2.3.6 Vodafone Supplied Router

(a) Where the Customer has chosen to use a Vodafone Supplied Router as part of the Service, Vodafone will be responsible for the installation, maintenance, performance, change requests and compatibility of that Vodafone Supplied Router with the Service.

(b) Where the Customer has chosen to use a Vodafone Supplied Router as part of the Service, the 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: (i) 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; (ii) ensuring that the Vodafone Supplied Router is not moved without Vodafone's prior permission; (iii) conducting routine physical checks of the Vodafone Supplied Router to ensure tamper evident labels remain intact; and (iv) 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 router. In particular the following requirements must be adhered to at all Customer Sites: (i) the Vodafone Supplied Router shall be located in a communications room or other isolated area that is suitable to limit the occurrence of accidental or malicious damage to the router; and (ii) if the Vodafone

Supplied Router is located in a shared environment then it must be kept in a dedicated locked cabinet or rack. Where this is not possible then robust access control mechanisms must be implemented to ensure that access to the Vodafone Supplied Router is only available with prior approval from Customer's local site security representative.

- 2.3.7 **Changes to the Service:** 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 in Appendix 2 (Service Levels and Support Services).
- 2.3.8 Vodafone shall not be responsible for any delays to the provisioning of the Service where a significant element of the Service provided by an incumbent regulated operator (i.e. BT) is delayed for any reason. For the avoidance of doubt, this does not include services provided by Vodafone's subcontractors.
- 2.4 **Changes to Charges:** Vodafone may change the Charges and/or out payments for a Service or any part provided that the change is in response to: (a) a judicial, statutory or regulatory decision, order or similar direction; (b) a variation by other licensed operators to amounts Vodafone receives from or pays to such licensed operators; or (c) a change of the costs of any third party services required for the Service. Vodafone shall provide the Customer written notice of such change and if the Customer does not accept such changes within 5 Working Days of notification, then Vodafone may cancel the affected Order without having any liability to the Customer.
- 2.5 **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 Service or services provided to its other customers.
- 2.6 **Special Considerations:** Clause 2.5 of Appendix 1 (Service Specification) sets out a number of special considerations for access circuits using the following Network Access Methods: (a) DSL Access only; (b) Mobile Data Access only; (c) DSL and Mobile Data Access; (d) Ethernet Access; and (e) Secure Internet Site Access.
- 2.7 **Termination:** Vodafone may terminate the Service if a regulated third-party supplier, in association with any access method, is unable, declines, or ceases to provide, at any time during the term of the Services Agreement, all or any part of the required Service at the relevant Customer Site. Customer shall not be entitled to any compensation from Vodafone as consequence of Vodafone terminating the Services Agreement pursuant to this clause.
- 2.8 Eligible customers may take a dispute to adjudication, please see the complaints code (via 'contact us') on www.vodafone.co.uk for details.

3. **CONDITIONS OF USE**

- 3.1 **PSTN Connection:** Customer shall not (and shall ensure that its Users shall not) connect or seek to connect the Services to the public switched telecommunications network (PSTN) otherwise than in accordance with Applicable Law.
- 3.2 **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.
- 3.3 **Third Party Provider Terms**
- 3.3.1 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 the 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.
- 3.3.2 In certain territories (for regulatory or tax reasons) the Customer shall obtain the Services directly from a third party supplier under a separate agreement. In these circumstances, the Customer:
- (a) shall sign certain documentation directly with the third party supplier; and
 - (b) 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).
- 3.4 **Acceptable Use Policy:** The Customer shall use the Service in compliance, with Vodafone's acceptable use policy set out at <http://www.vodafone.com/business/AcceptableUsePolicy> ("AUP").
- 3.5 **Impairment and Viruses:** The Customer shall not: (i) do anything that causes the Network to be impaired; (ii) use the Services for the transmission of material that contains software viruses or any other disabling or damaging

programs; or (iii) 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 the Customer that there has been any such problem, the Customer shall follow Vodafone's instructions within 24 hours in order to eliminate or reduce the problem.

3.6 Customer Sites - Customer Obligations: The Customer shall:

- 3.6.1 secure and keep in place, or assist Vodafone to obtain (at the Customer's cost), all relevant third party consents and approvals necessary to allow Vodafone to: (a) access Customer Sites (including any NTE) or any property owned by a third party; (b) install, configure or maintain Equipment on the Customer Sites or any property owned by a third party, for the purposes of providing, and preparing for the provision of, the Service;
- 3.6.2 give Vodafone access to the Customer Sites (including to any NTE) that it is necessary for Vodafone, or Vodafone's subcontractors, to access to provide, or prepare for the provision of, the Service;
- 3.6.3 provide secure storage for NTE that Vodafone, or Vodafone's subcontractors, send to Customer Sites in advance of Service installation;
- 3.6.4 prepare Customer Sites in accordance with Vodafone's instructions;
- 3.6.5 provide Vodafone with adequate electricity supply, earth connection, environment and space for the operation of the Equipment at Customer Sites;
- 3.6.6 ensure that Customer Sites are safe and represent a suitable working environment; and
- 3.6.7 reimburse Vodafone for any reasonable costs incurred by Vodafone as a result of Customer's failure to comply with the obligations contained in this clause 3.6.

3.7 Customer Sites - 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 the 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).

3.8 Customer Equipment: With regards to Customer Equipment, the Customer shall:

- 3.8.1 install the Customer Equipment at the Customer Sites no later than the Agreed Delivery Date or as otherwise agreed;
- 3.8.2 install and maintain the Customer Equipment and be responsible for the configuration and compatibility of the Customer Equipment with the Service;
- 3.8.3 replace any Customer Equipment which Vodafone determines is unsuitable to enable Vodafone to provide the Service, and reimburse Vodafone for any additional costs Vodafone incurs as a result of any such replacement of Customer Equipment;
- 3.8.4 promptly correct the problem, if Vodafone notifies the Customer that certain Customer Equipment is likely to interfere with the Service or Network; and
- 3.8.5 promptly, after the Service terminates, give Vodafone access to and reasonable help with disconnecting the Customer Equipment from the Service.

3.9 Security Obligations: The Customer shall:

- 3.9.1 design, implement, manage and archive configuration of internal IP protocols, LAN information and access lists;
- 3.9.2 only use the SIM Cards provided by Vodafone where Mobile Data Access is provided; and
- 3.9.3 provide reasonable security on the Customer's private networks to limit misuse of the IP-VPN Managed Service, including any threat to the Network through misuse and use address any such misuse identified by Vodafone through the implementation of further security or user controls.

3.10 Cost of Investigations: The Customer shall be responsible for all costs and expenses incurred by Vodafone investigating and/or rectifying any issue with the Service where the issue has been caused by the Customer's: (a) use of the Service contrary to Vodafone's instructions; (b) misuse; (c) neglect; or (d) alteration of the Service including the Equipment.

3.11 Authorised Users: Access by the Customer to the Service shall be limited to authorised Users and such authorised Users shall only access information in accordance with the Service Agreement. Vodafone will provide each

authorised User with a user name and password. The Customer shall make sure that such details are kept current, secure, are used only in accordance with this Services Agreement and that Vodafone is notified of the identity of authorised Users from time to time. Vodafone accepts no liability for any unauthorised or improper use of any password, or for any unauthorised disclosure of user names and passwords to third parties. The Customer shall be liable for all acts and omissions conducted using the username and password up until the time that it informs Vodafone that such details are being used without authority. The Customer may be required to sign separate terms and conditions to enable access to an ordering or management portal of a Vodafone Group Company.

- 3.12 **Service Monitoring:** Vodafone may monitor use of the Service (and disclose and otherwise use the information so obtained) only to the extent allowed by applicable privacy and other laws and regulations, and only to: (a) comply with applicable law, regulation or other governmental request or order; (b) ensure that there is no misuse of the Service (as described in the AUP and/or the Services Agreement) if Vodafone has good reason to believe there may be such misuse of the Service; (c) protect the integrity of the public internet and/or Vodafone's systems and Networks; (d) provide the Service in keeping with the terms of the Services Agreement; and/or (e) take other actions agreed to or requested by the Customer.
- 3.13 **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: (i) Customer will export, import and/or disclose them only in strict compliance with applicable Export/Import Controls; and (ii) 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.
- 3.14 **Resale:** If the 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:
- 3.14.1 as between Customer and Vodafone, be responsible for Other Users' use of the Service;
 - 3.14.2 be responsible for all dealings with Other Users about the Service;
 - 3.14.3 require each Other User to agree in writing not to engage in misuse of the Service;
 - 3.14.4 not make any representation or warranty, or offer any indemnity to or otherwise make any commitment to any Other User on Vodafone's behalf;
 - 3.14.5 be responsible for having and keeping in place all licenses, permissions, ministerial determinations, directions and declarations and other governmental approvals needed for Resale;
 - 3.14.6 comply with all applicable resale laws and regulations; and
 - 3.14.7 reimburse Vodafone for any costs or expenses Vodafone incurs as a result of any breach by Customer of this clause 3.14.

4. **Data Protection**

- 4.1 Scenario 1 of Data Protection Terms (Schedule 2) applies.

5. **Additional Definitions**

- 5.1 **ADSL** means asymmetric digital subscriber line.
- 5.2 **Asymmetric Access Bandwidths** means ADSL and VDSL access circuits.
- 5.3 **Configuration Change(s)** means Hard Configurations Changes and/or Soft Configuration Changes.
- 5.4 **Customer Equipment** means hardware or software not owned or provided by Vodafone, which is used with the Service (excluding the Router).
- 5.5 **Customer Site** means a Customer's premises which Vodafone needs to access in order to provide the Service or the location where the Service is to be provided, as set out in the Order.
- 5.6 **Freeze Periods** means: (i) 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.
- 5.7 **IP Backbone Core** means Vodafone's multi-protocol label switching (MPLS) enabled network platform.

- 5.8 **Mobile Data Access** means providing access over a mobile network using a mobile access module and a SIM Card provided by Vodafone.
- 5.9 **Network Access Method(s)** means the access method or methods which connect the Customer Sites to the global IP MPLS network as more specifically described in the Service Specification.
- 5.10 **NTE** means Equipment used to terminate a Customer connection where Customer has Ethernet access or a local internet access provider's device where Customer has Secure Internet Site Access.
- 5.11 **Order** means the order form or purchase order agreed between the Parties to be used for ordering the Services.
- 5.12 **Router** means a router which is Equipment used in connection with the Service which shall be a Vodafone Supplied Router.
- 5.13 **Service Levels** means the service levels which apply to the provision of the Service as set out in Appendix 2 (Service Level Agreement) and any applicable annexes.
- 5.14 **SIM Card(s)** means a subscriber identity module which is an electronic memory device for storing user specific data to allow controlled and secure use of equipment on mobile networks.
- 5.15 **Site Survey** means a survey of a Customer Site to assess whether (in Vodafone's opinion) the existing infrastructure is sufficient for the deployment of Services at that Customer Site.
- 5.16 **Vodafone Supplied Router** means the Equipment which is a customer-edge router at a Customer Site provided and managed by Vodafone.
- 5.17 **Working Day** means on Monday to Friday inclusive, but excluding public holidays in the country where the Services are being provided.

APPENDIX 1 TO SCHEDULE 3

IP-VPN MANAGED SERVICE

SERVICE SPECIFICATION

1. Introduction

IP-VPN is a secure, private Wide Area Network (WAN) service which supports data, voice and video traffic virtually over a shared packet network. IP-VPN can be used for point to multi-point or "any to any" wide area communications. IP-VPN is based on a Multi-Protocol Label Switching (MPLS) core, transporting IP traffic. An IP Virtual Private Network (VPN) is built and configured between various customer sites, which are connected to the Vodafone IP-MPLS Network using a range of site topologies and network access methods to meet availability and performance requirements. These site topologies and network access methods are further detailed below in this Service Specification.

1.1 Transmission Technology

The transmission technology in the MPLS network core is Synchronous Digital Hierarchy (SDH) or Wavelength Division Multiplexing (WDM). MPLS and DSCP-based marking and per-packet scheduling are used to manage Quality of Service (QoS) and to protect sensitive data end-to-end. The IP-VPN technology used is described in the architecture framework covered in IETF RFC 4364 (2547bis).

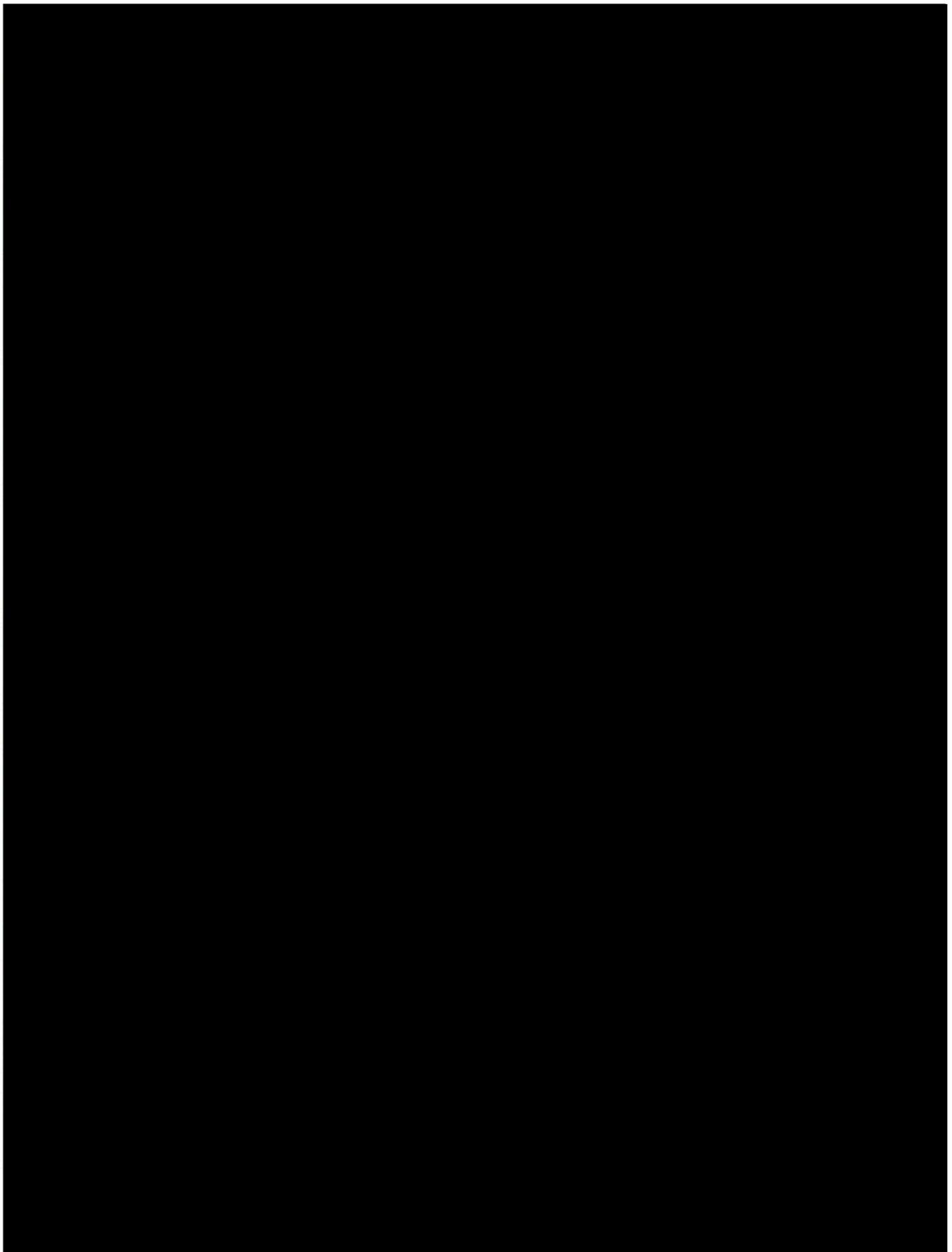
1.2 IP Routing

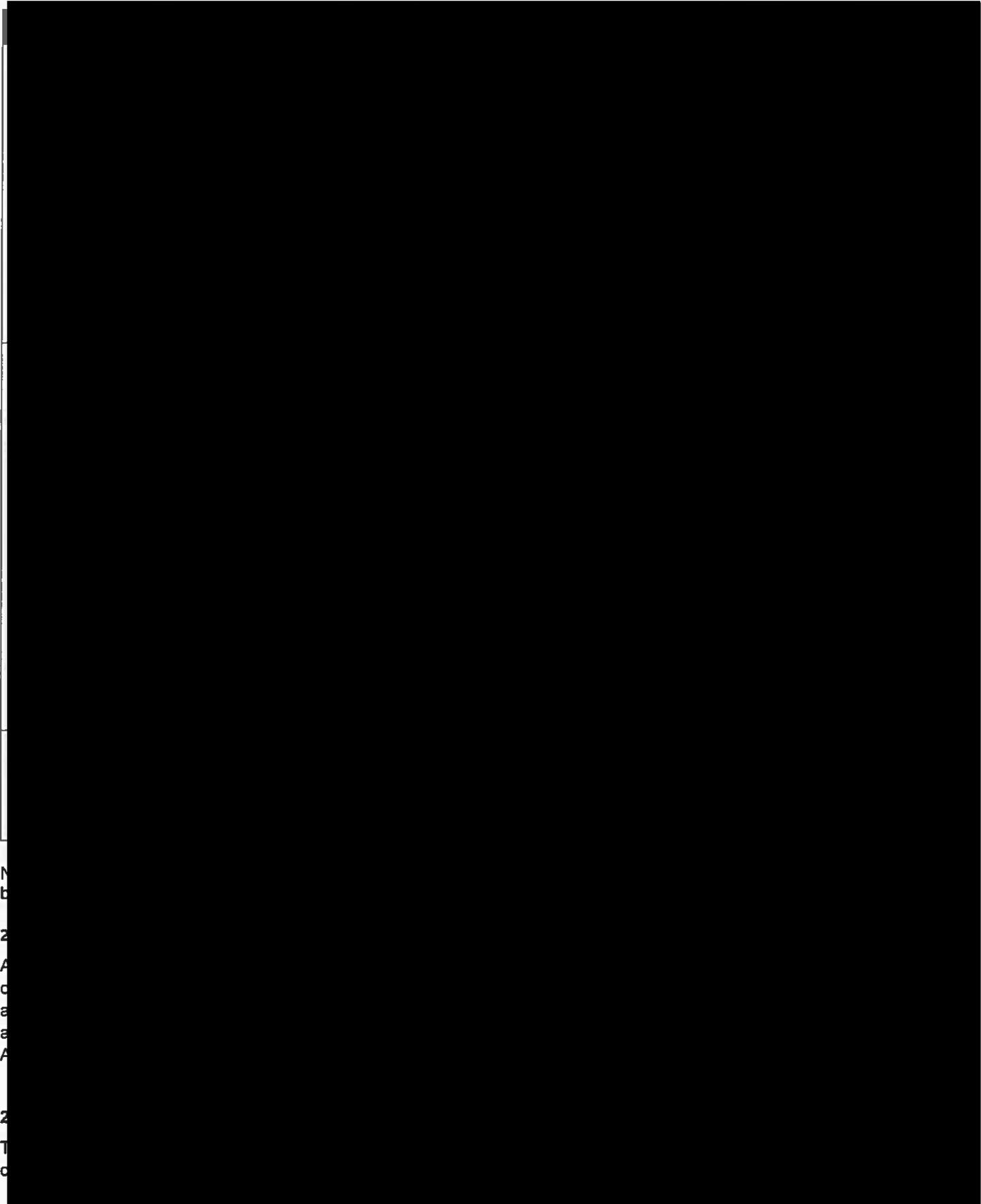
BGP and Static IP routing options are supported between the IP-Network PE Router and customer site router with symmetric bandwidth Access Circuits (i.e. Ethernet or Leased Line). The maximum number of BGP routes per site is 500 as standard, and additional routes may be supported upon application.

With ADSL and VDSL Access Circuits, Static IP routing is supported as standard

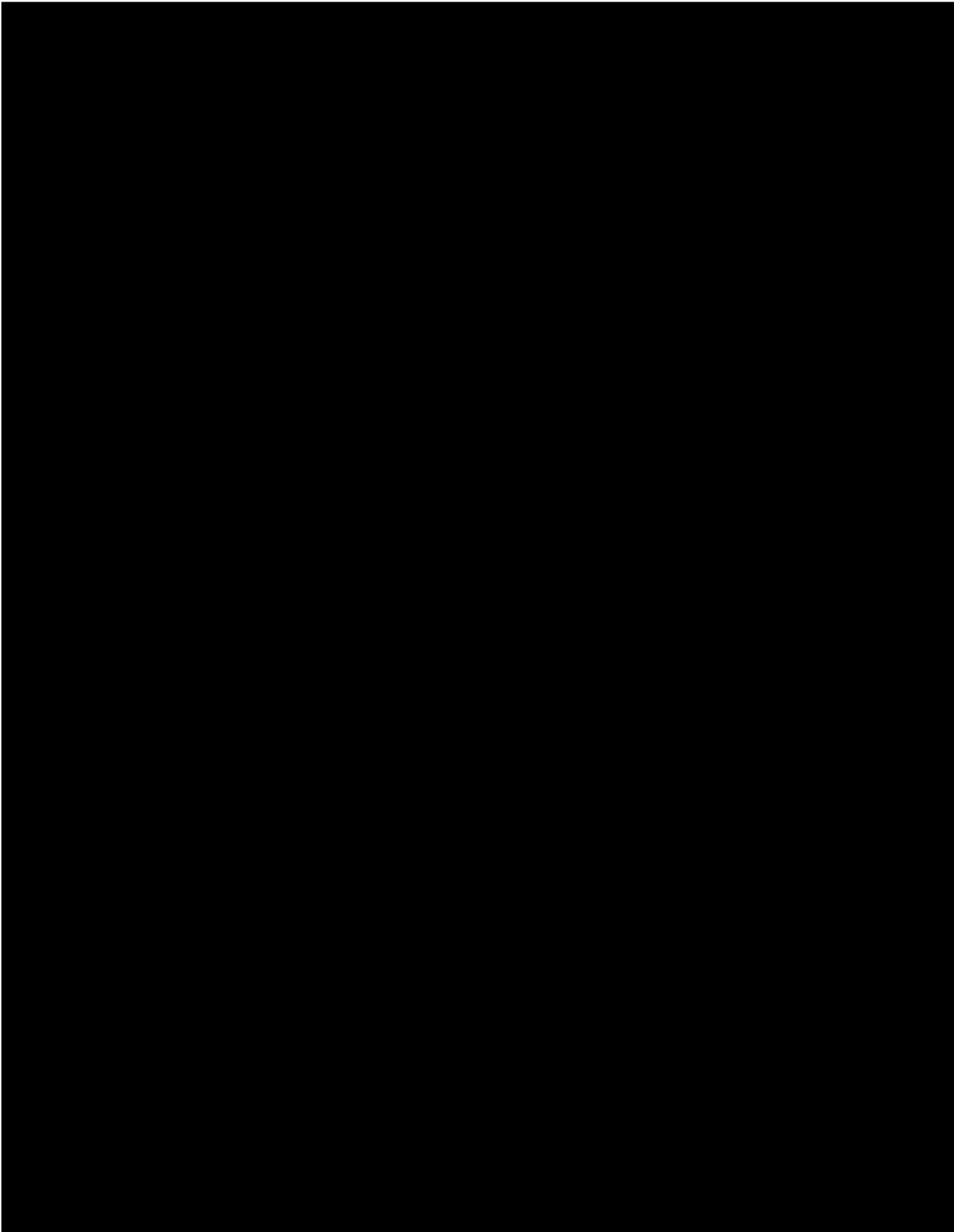
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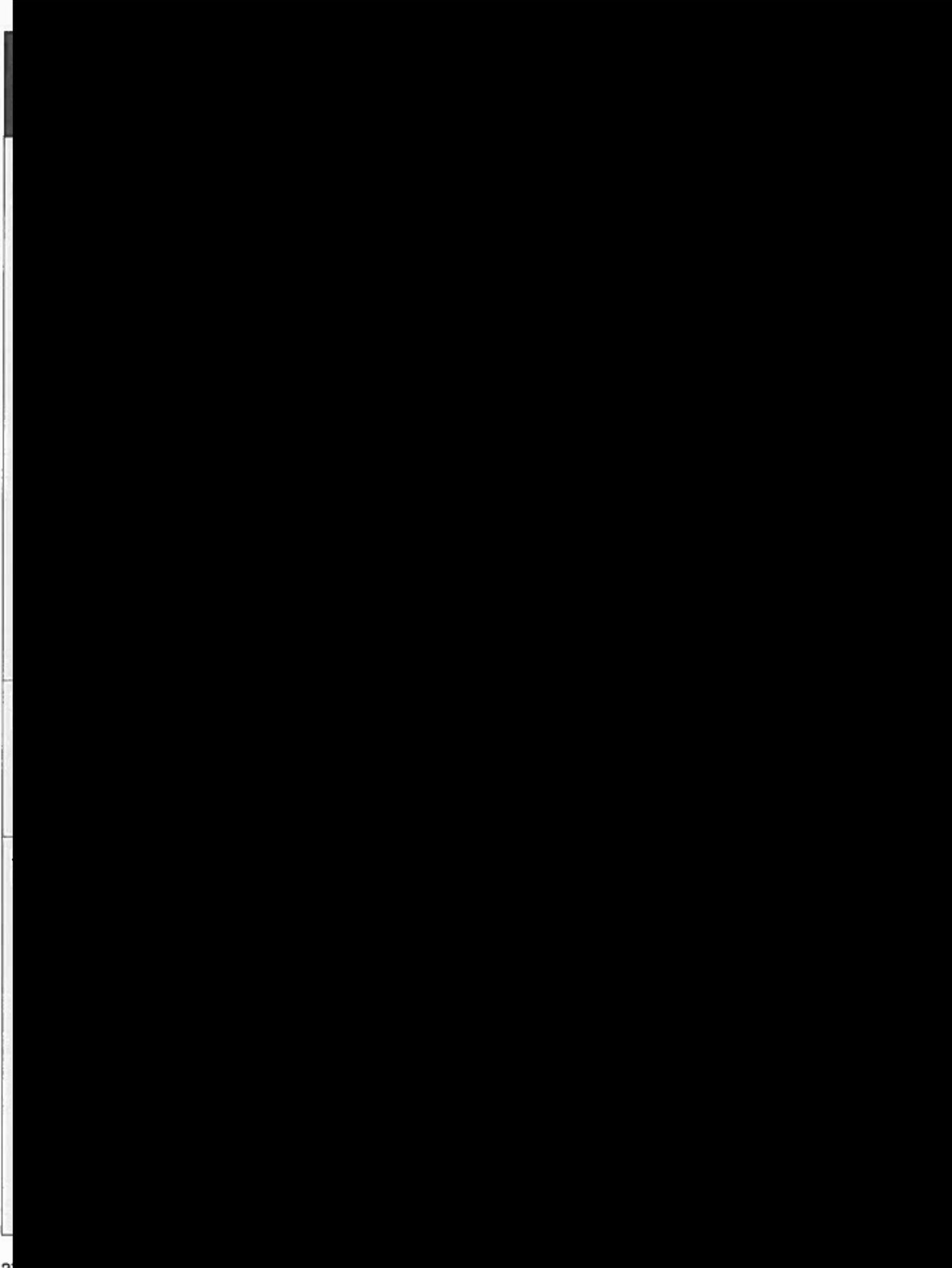
The maximum IP packet size is 1500 bytes. However over small site access methods this is reduced to 1492 bytes.

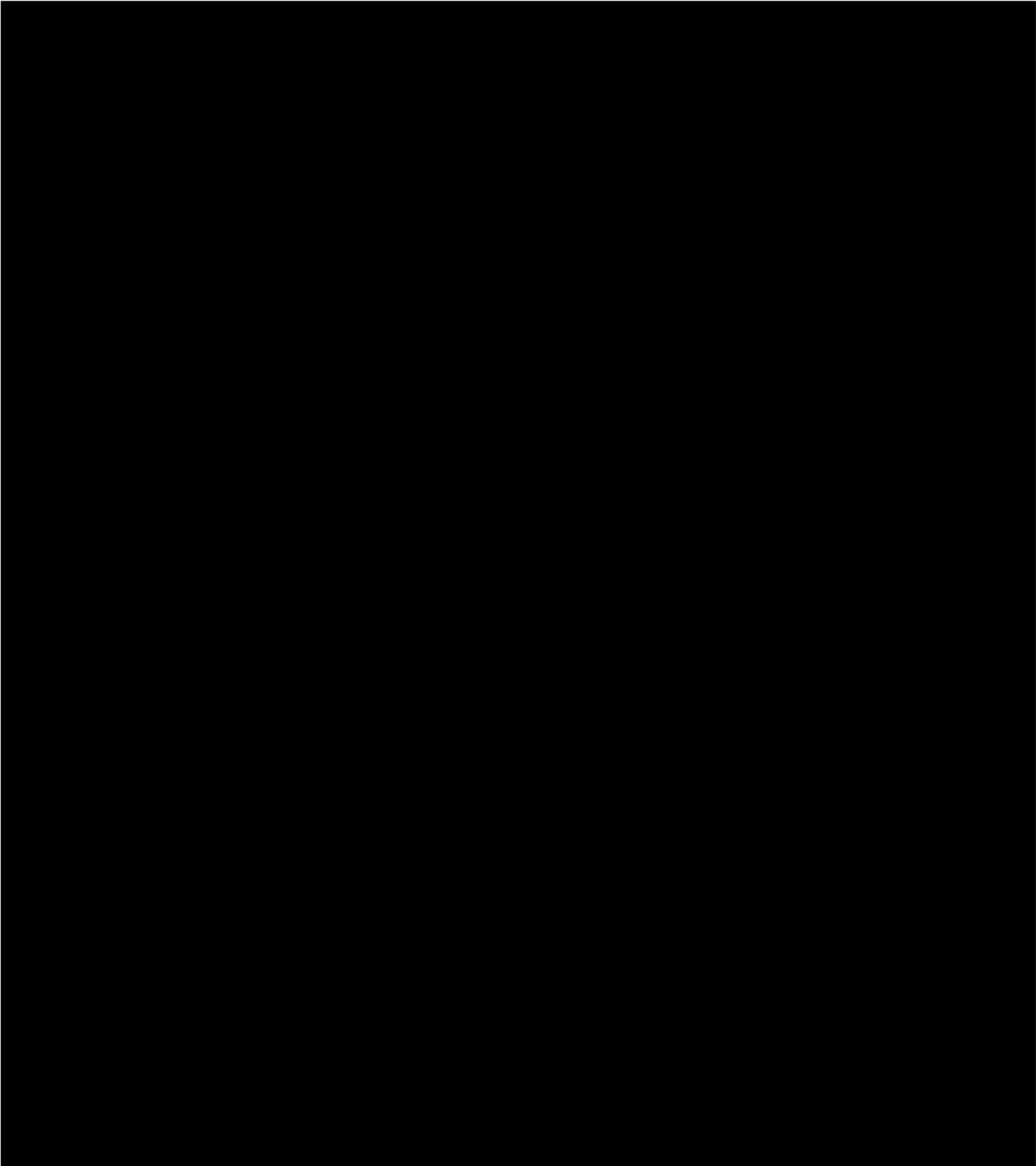


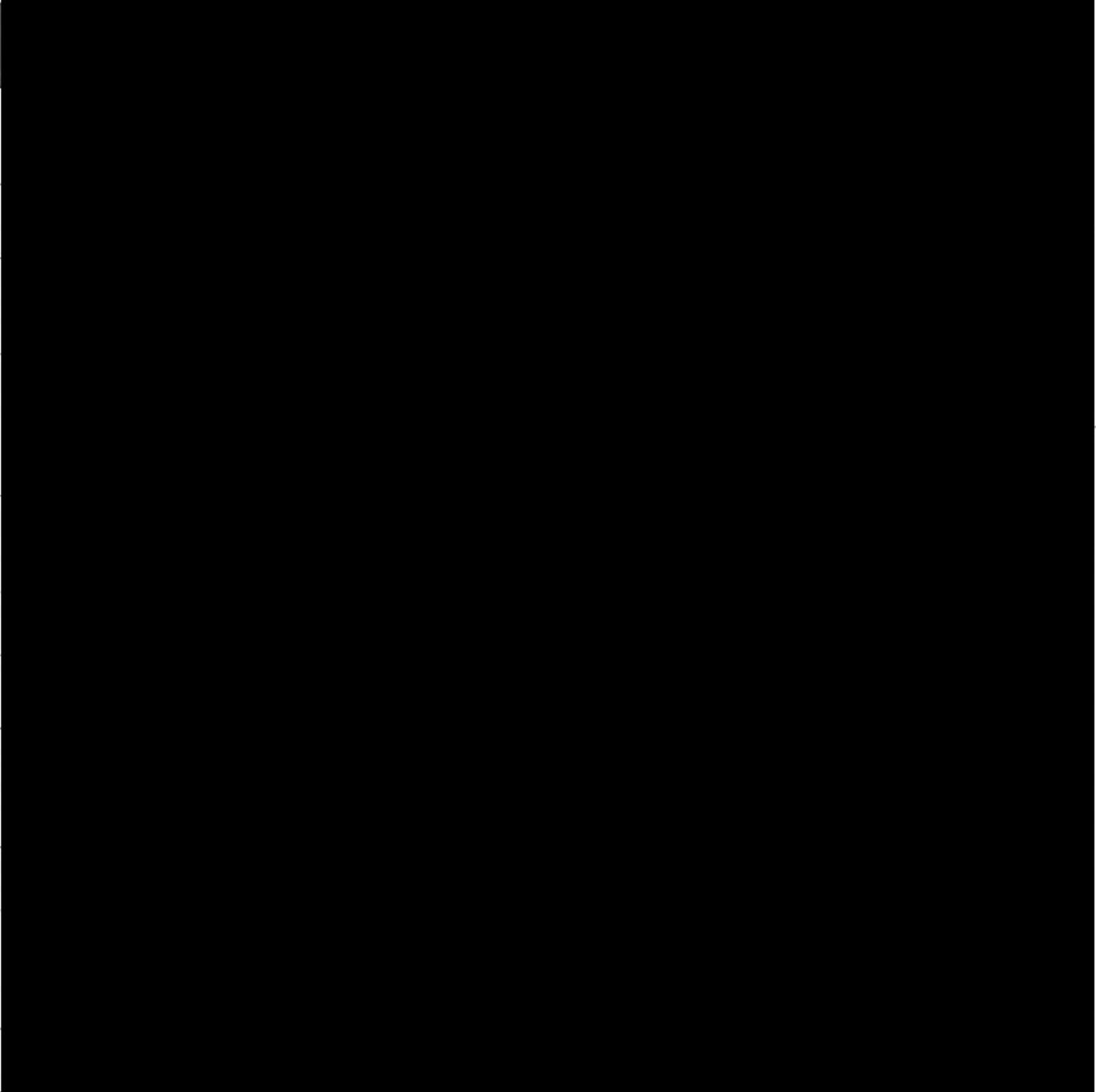


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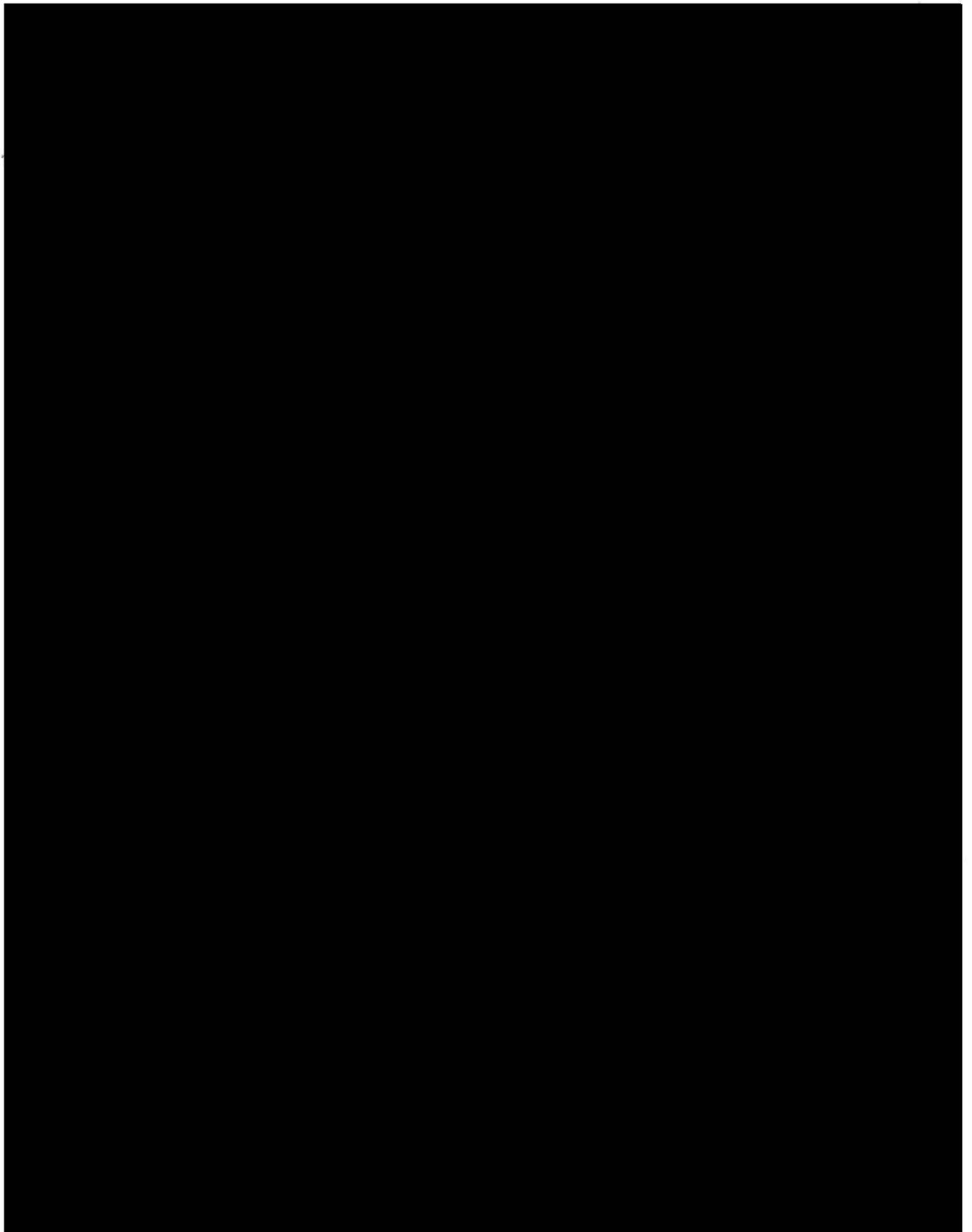


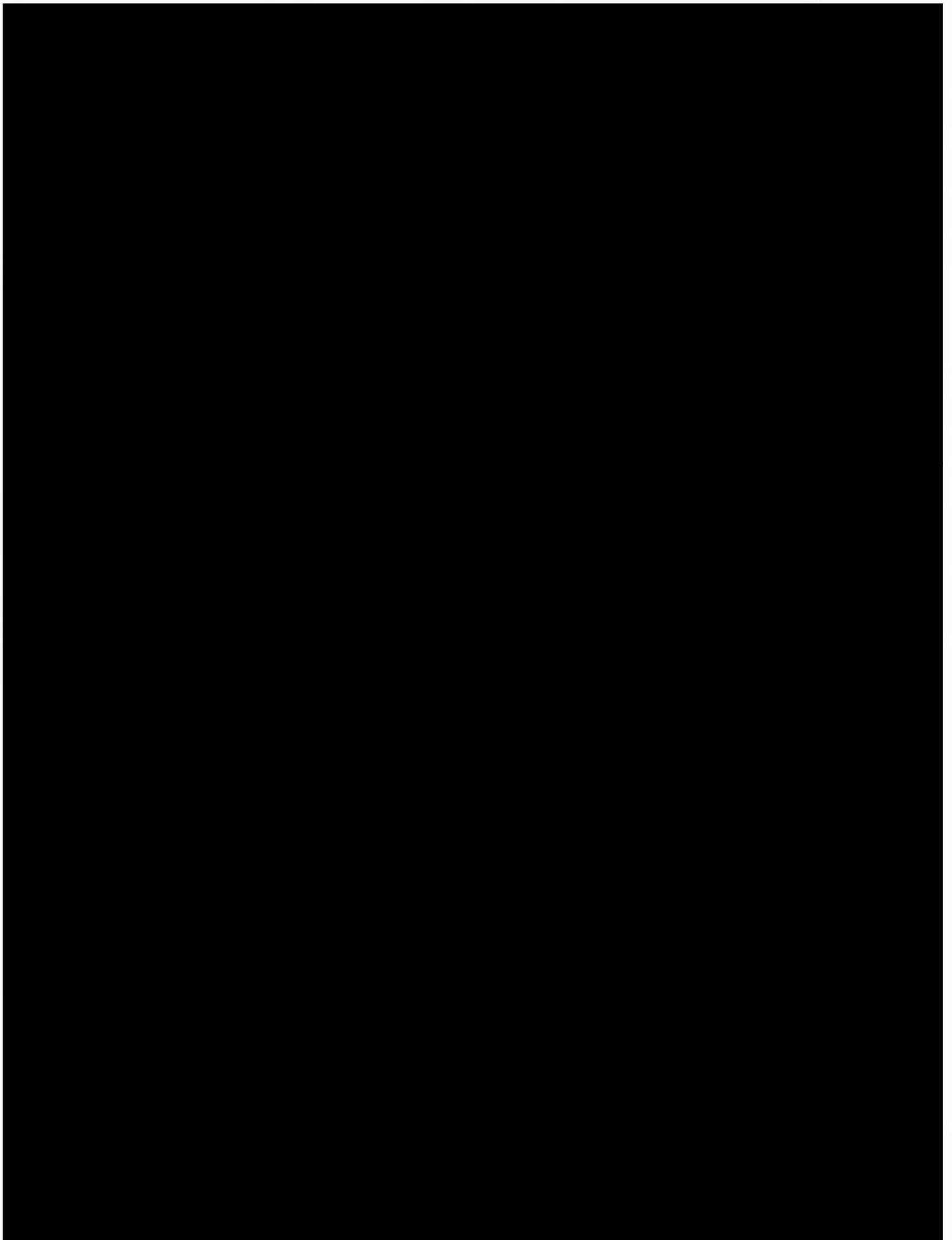


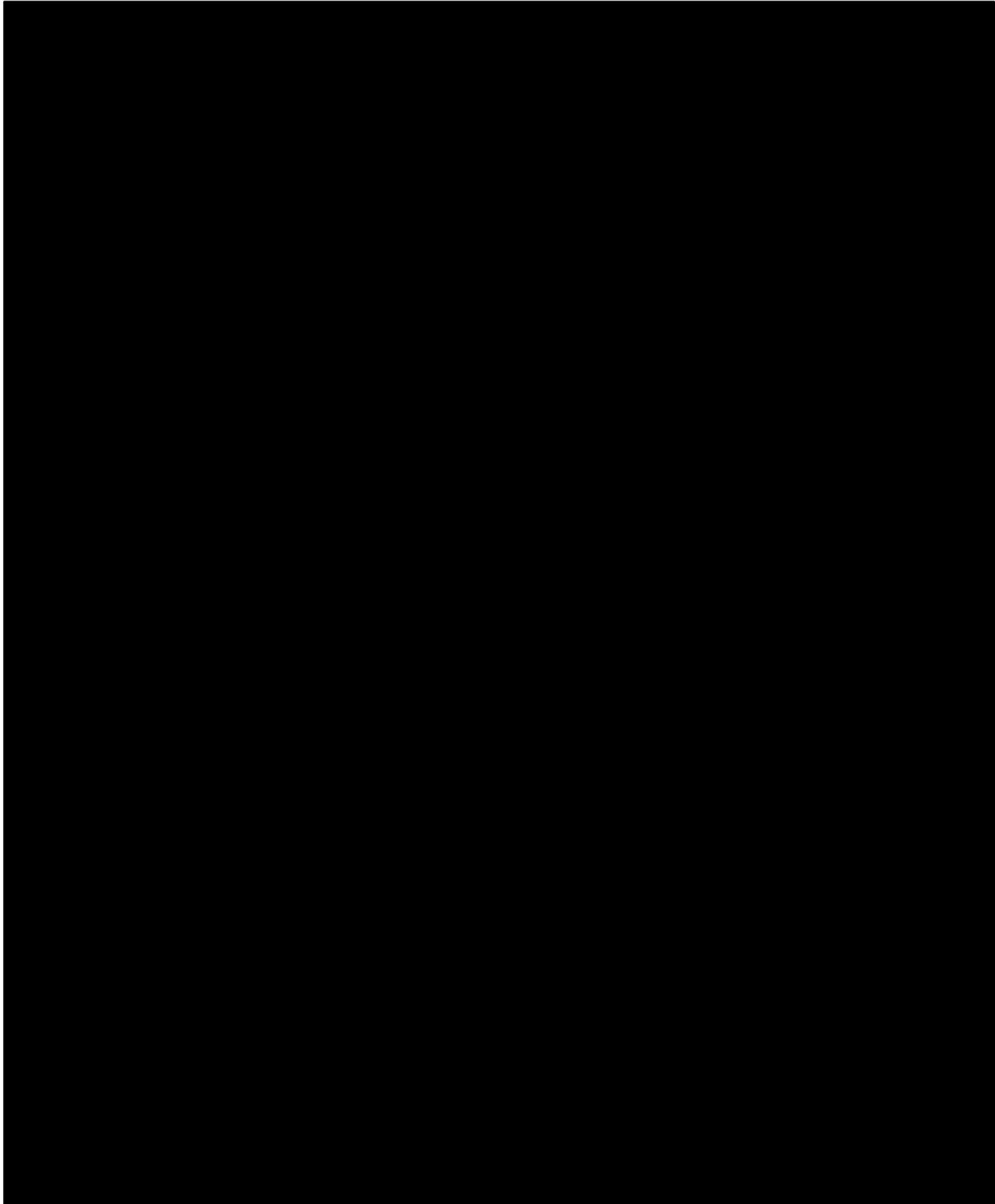


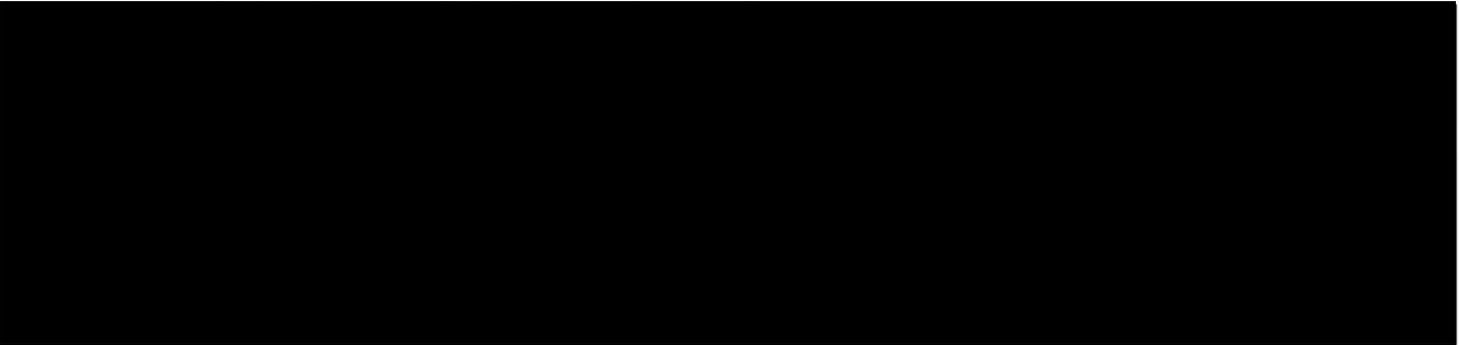
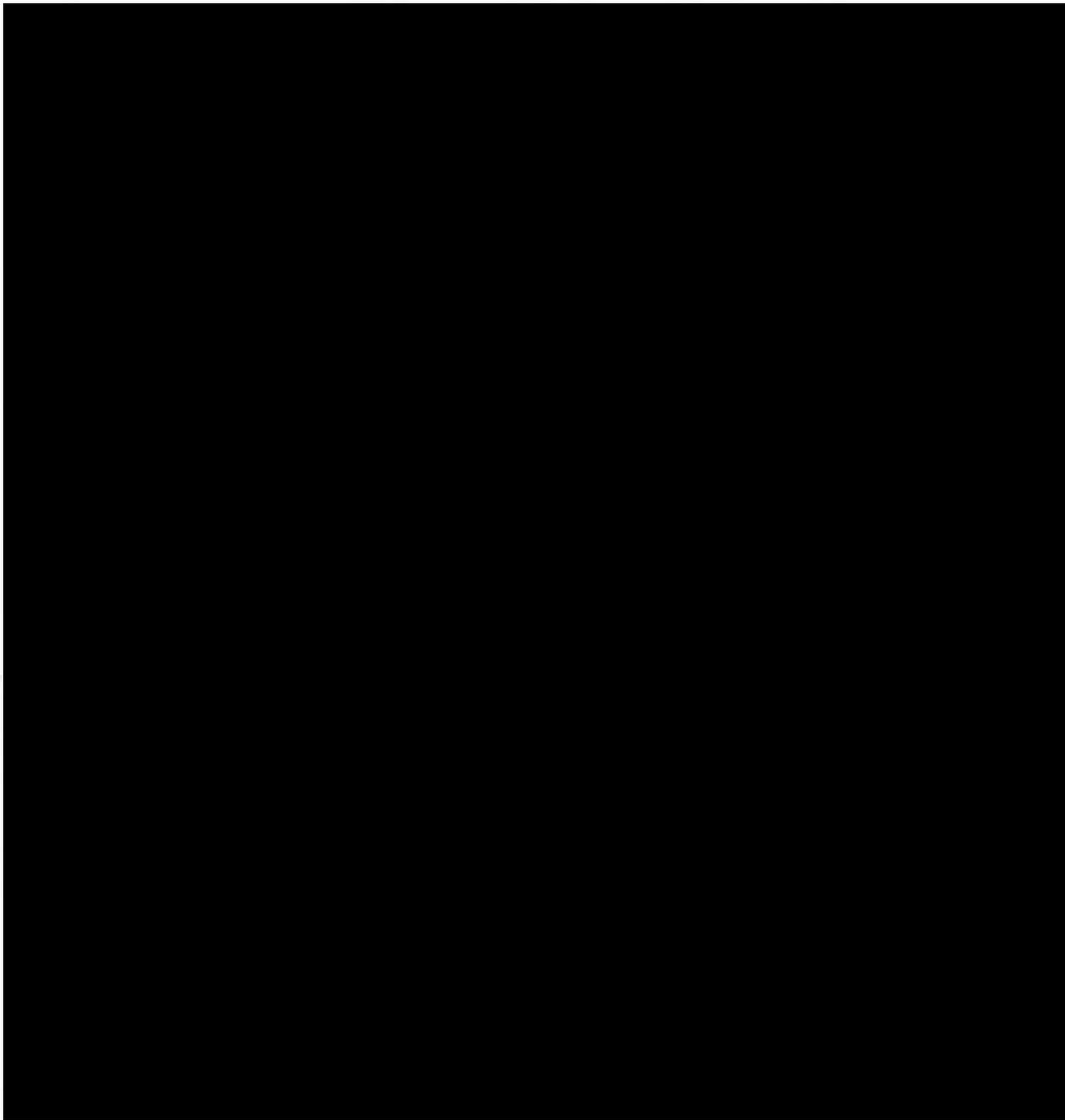


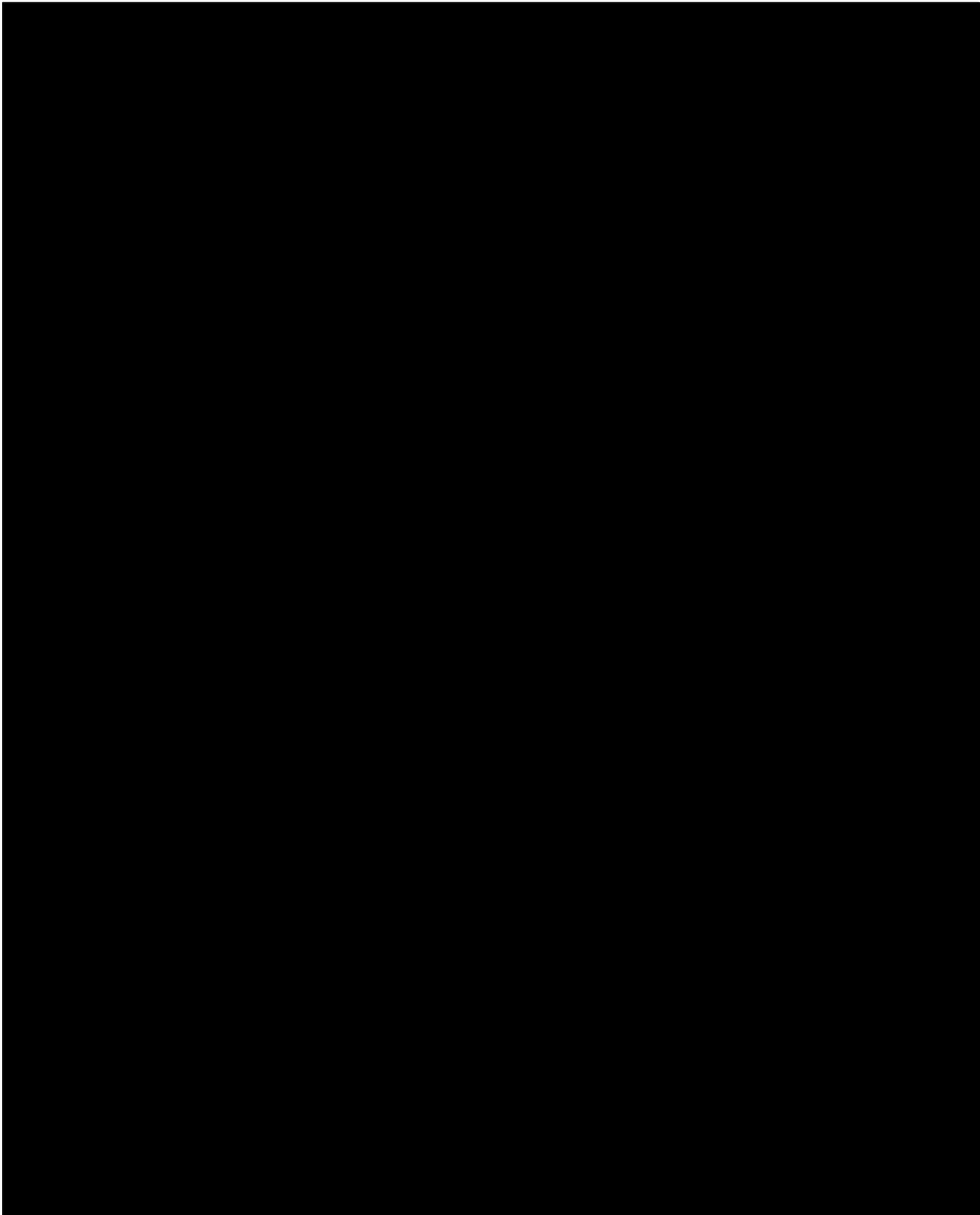
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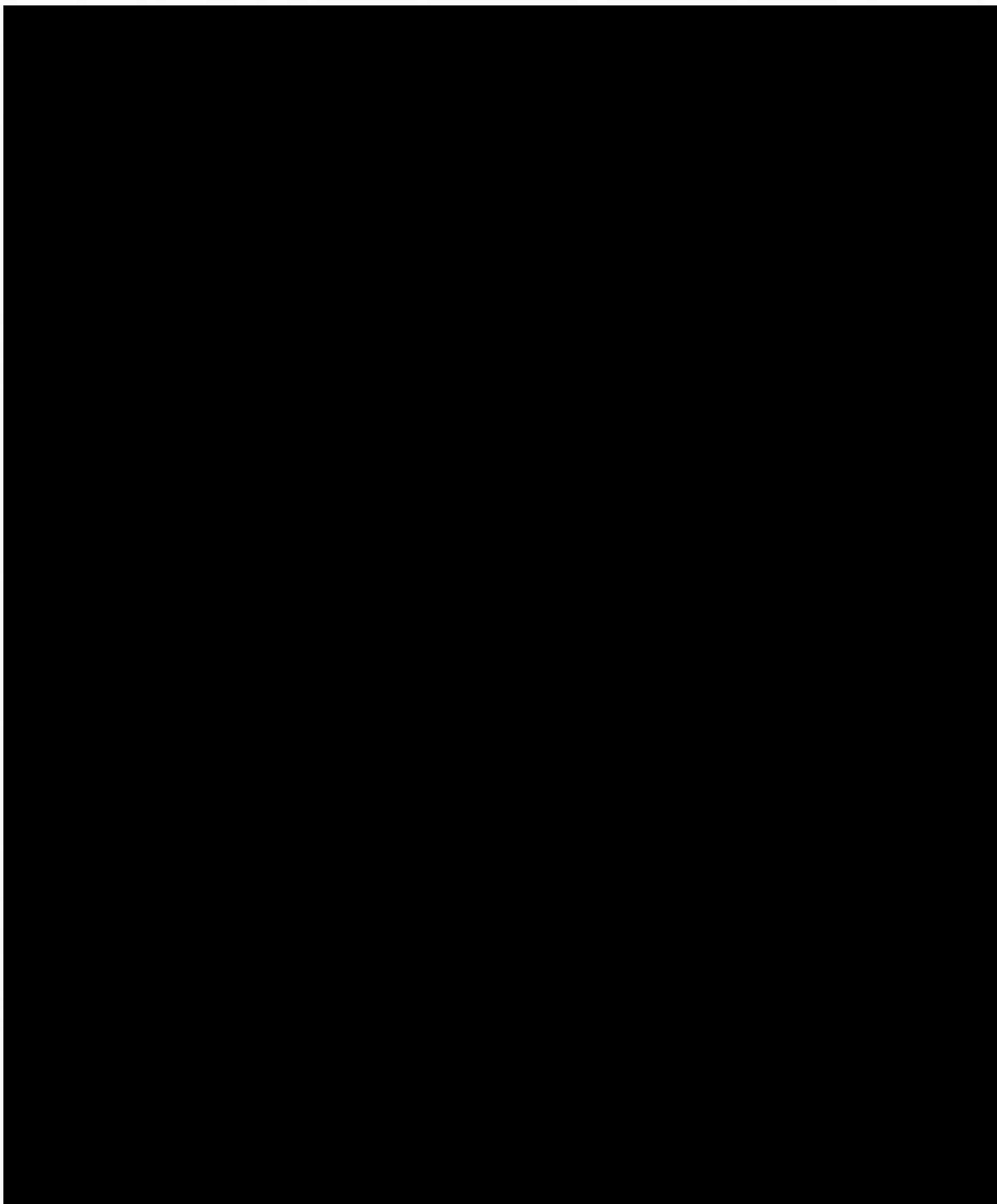


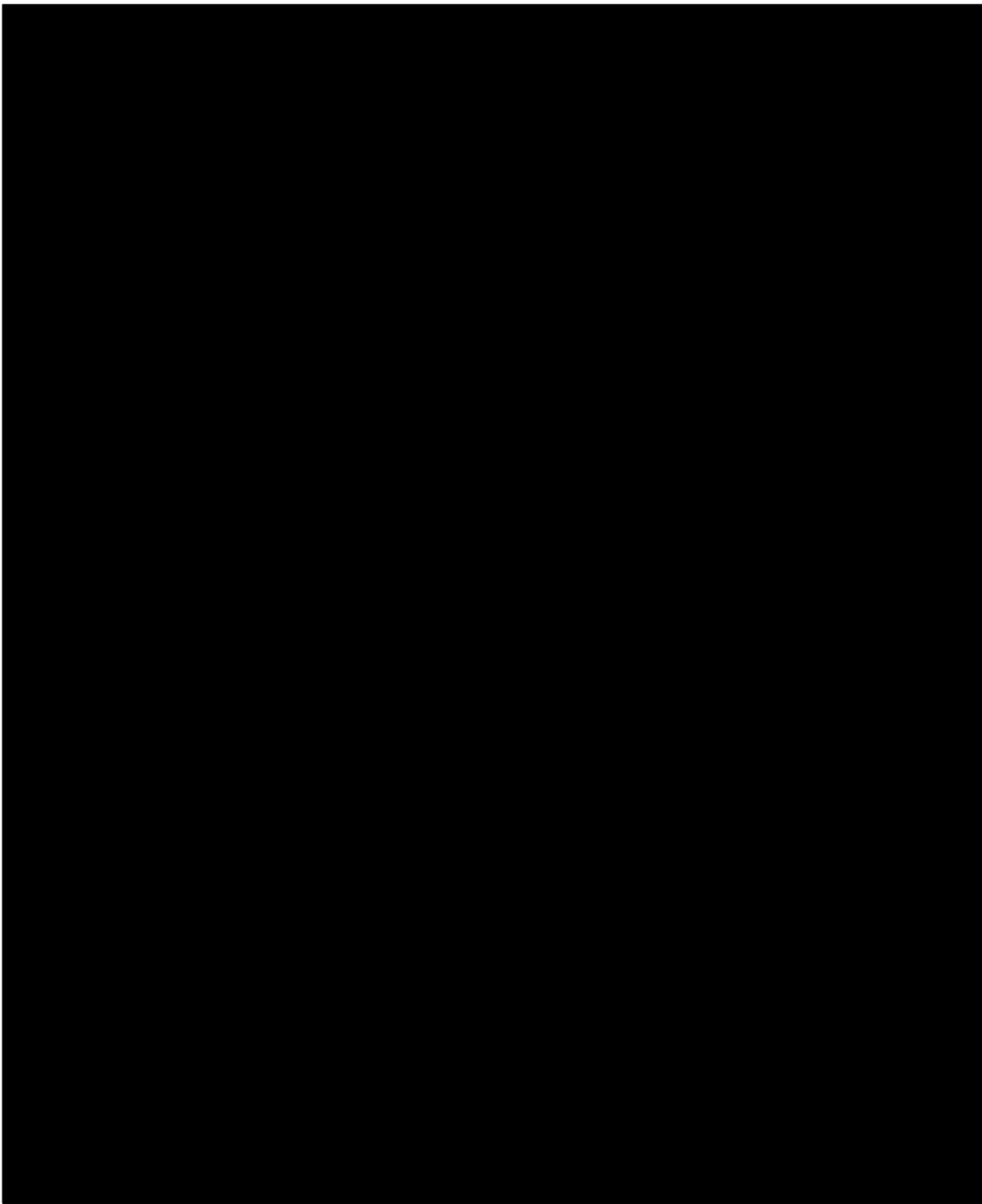


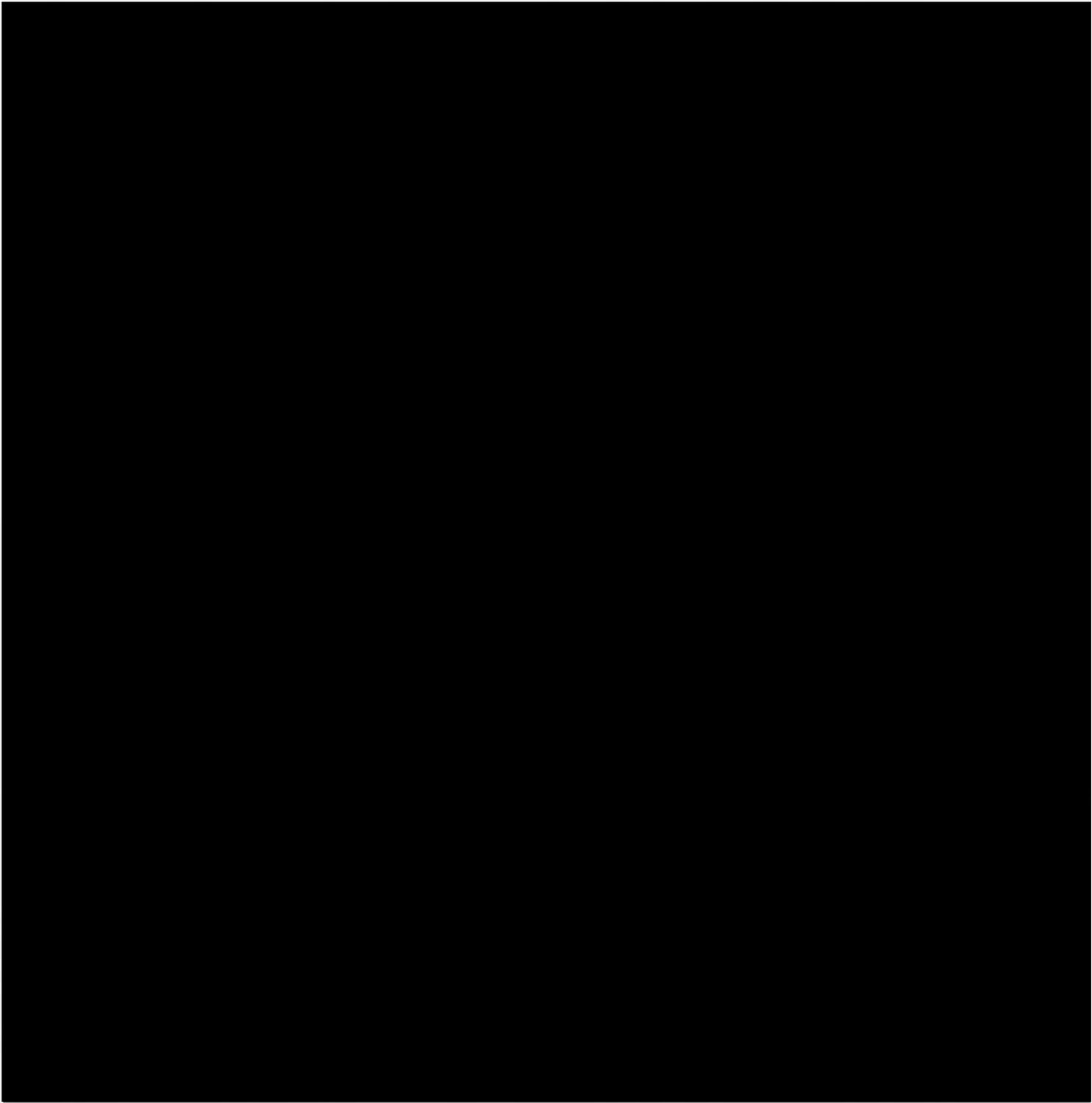


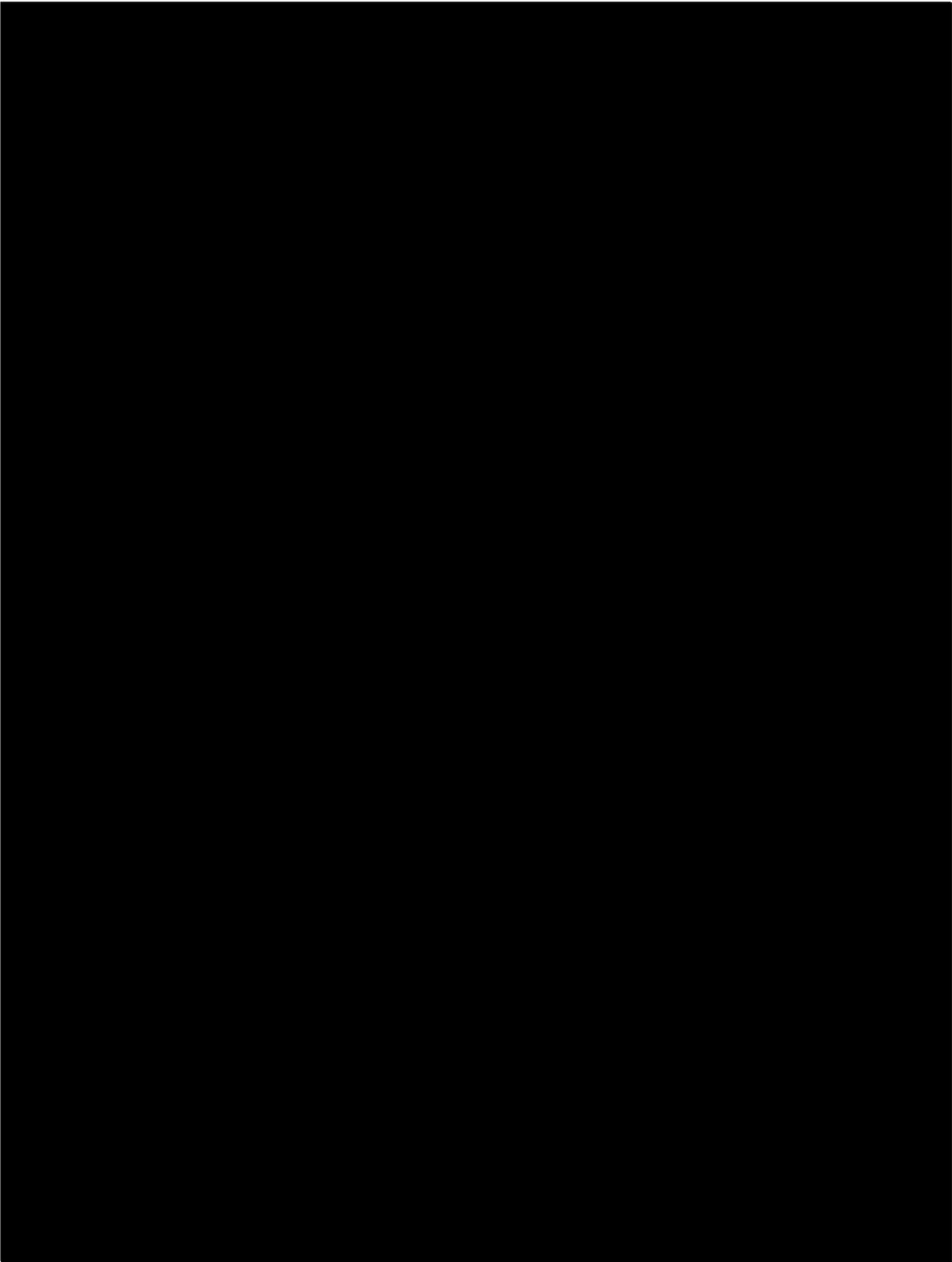


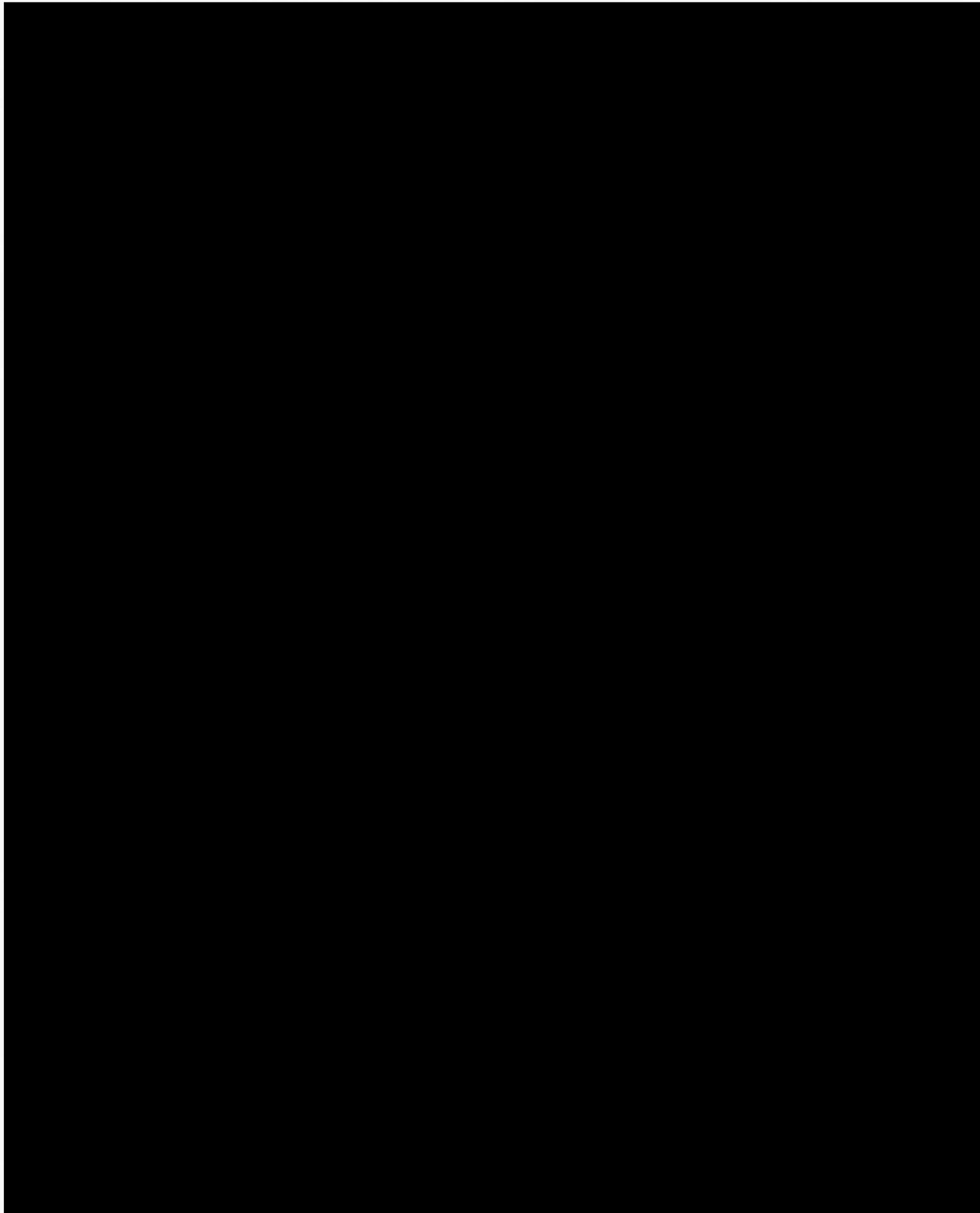


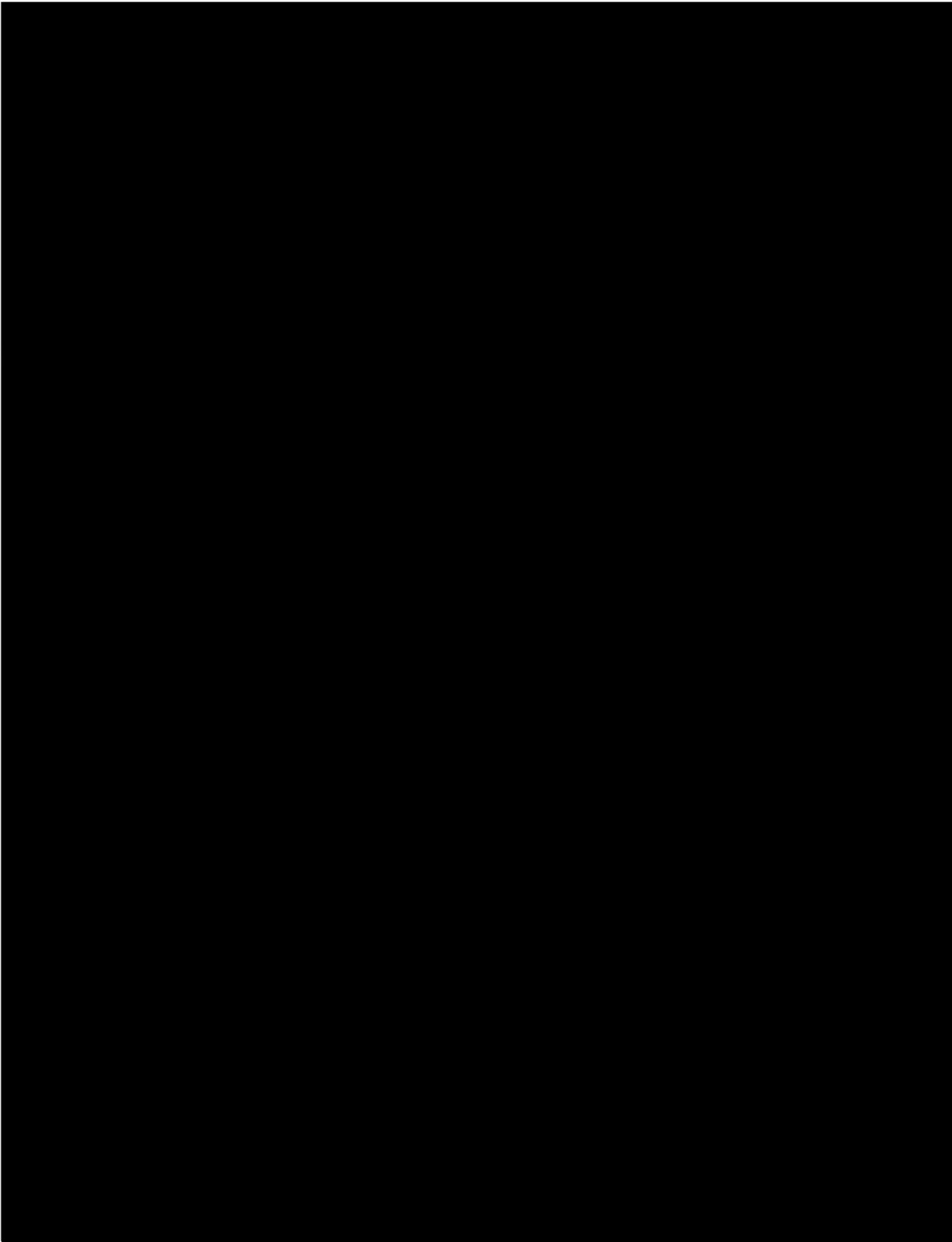


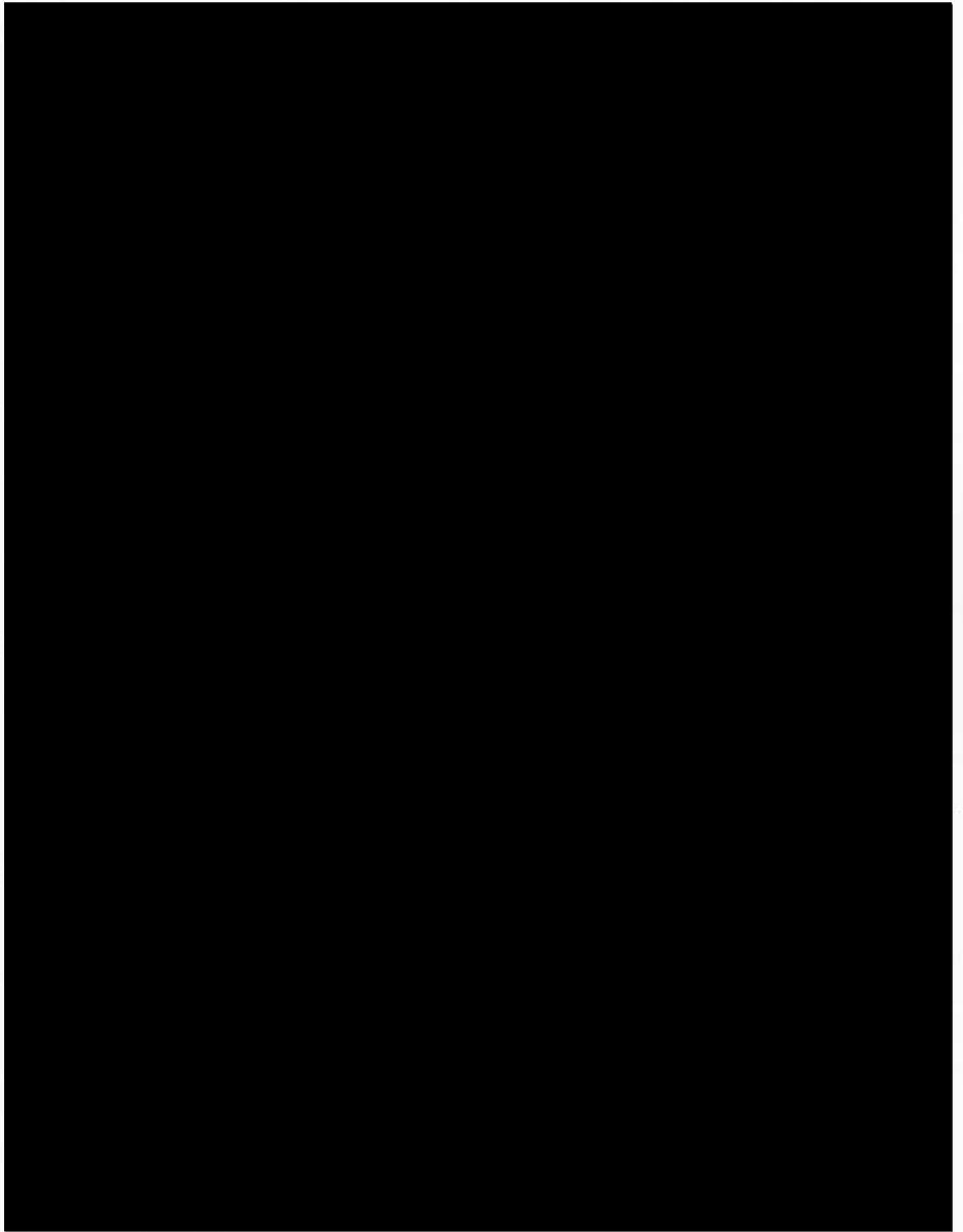






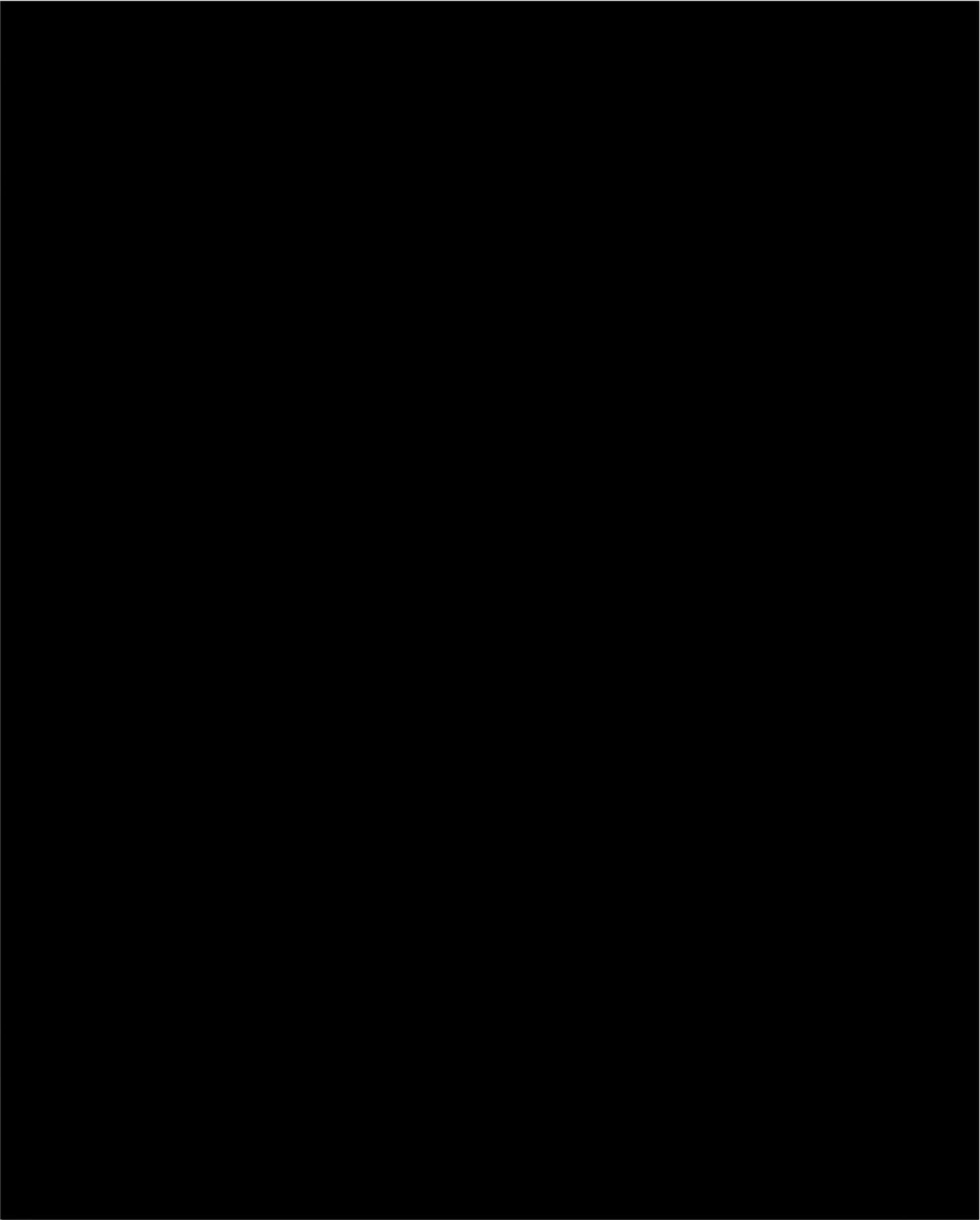


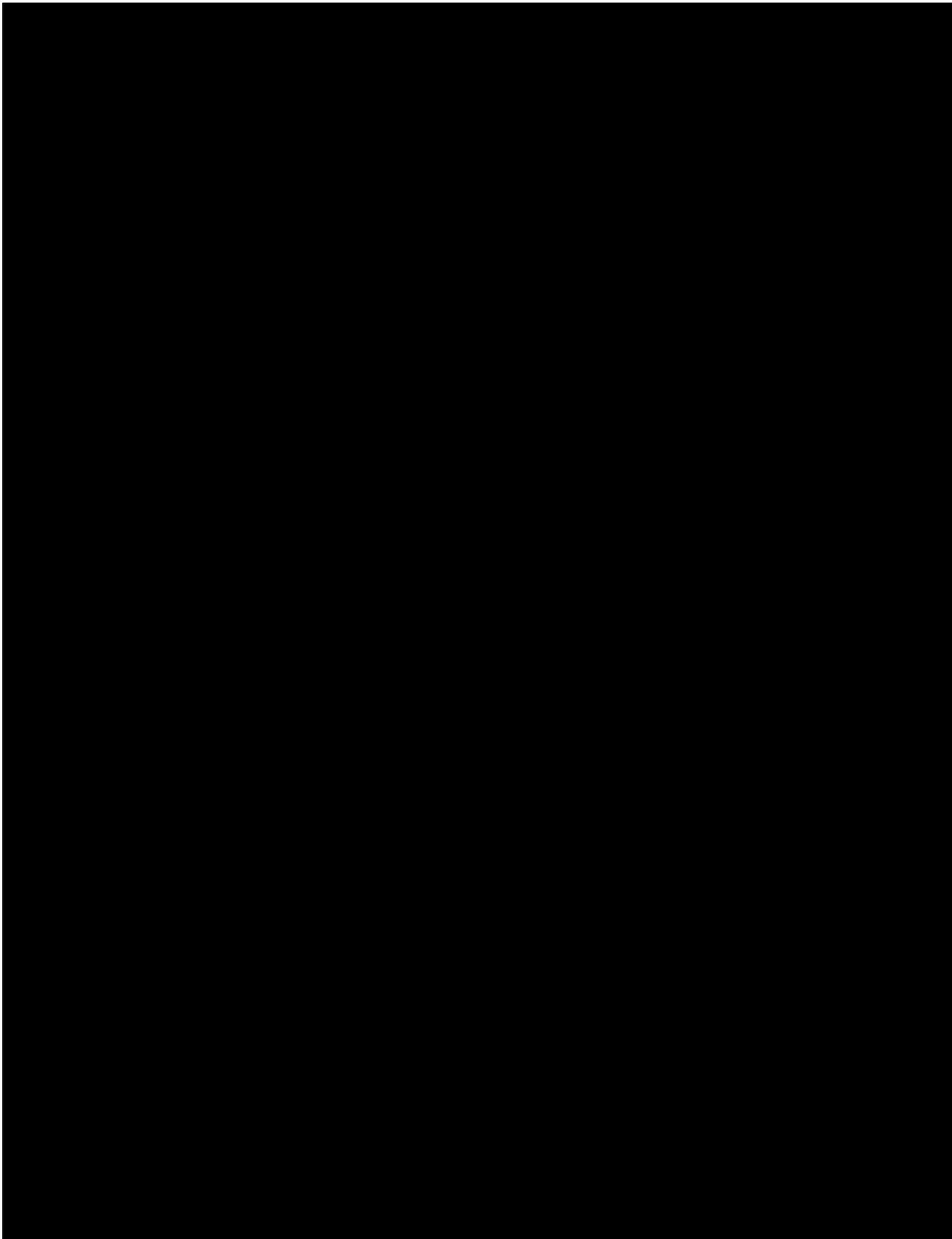


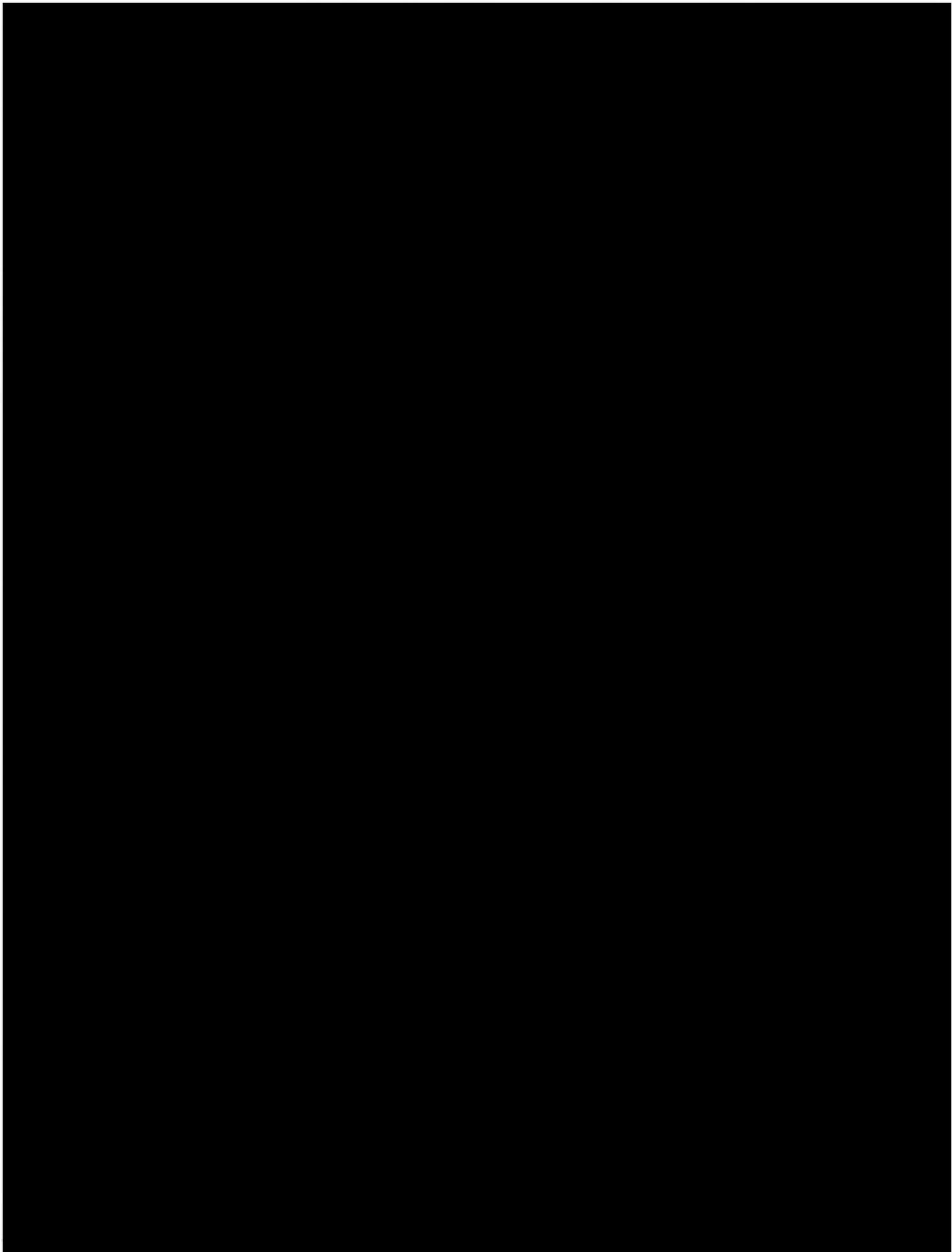


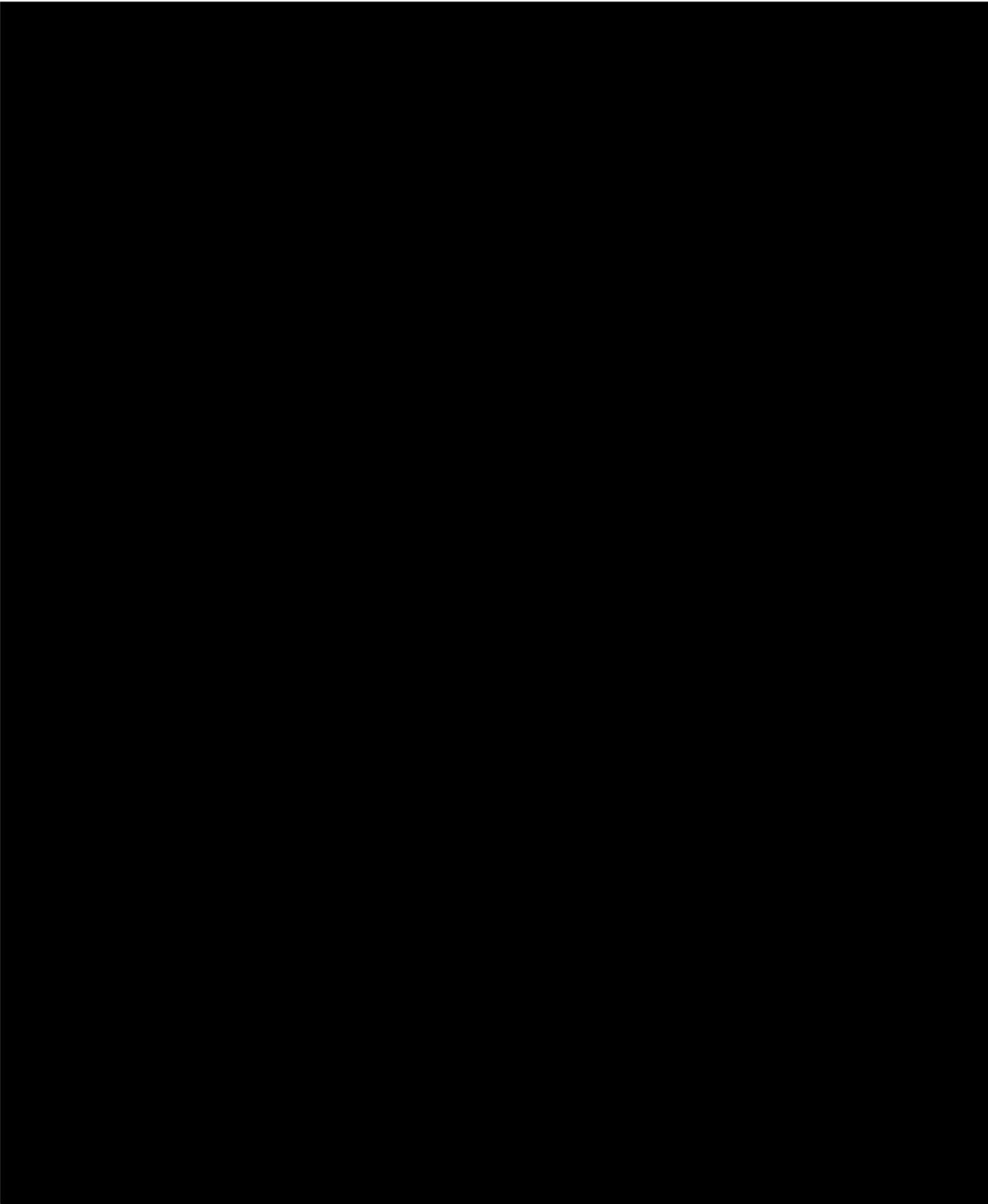
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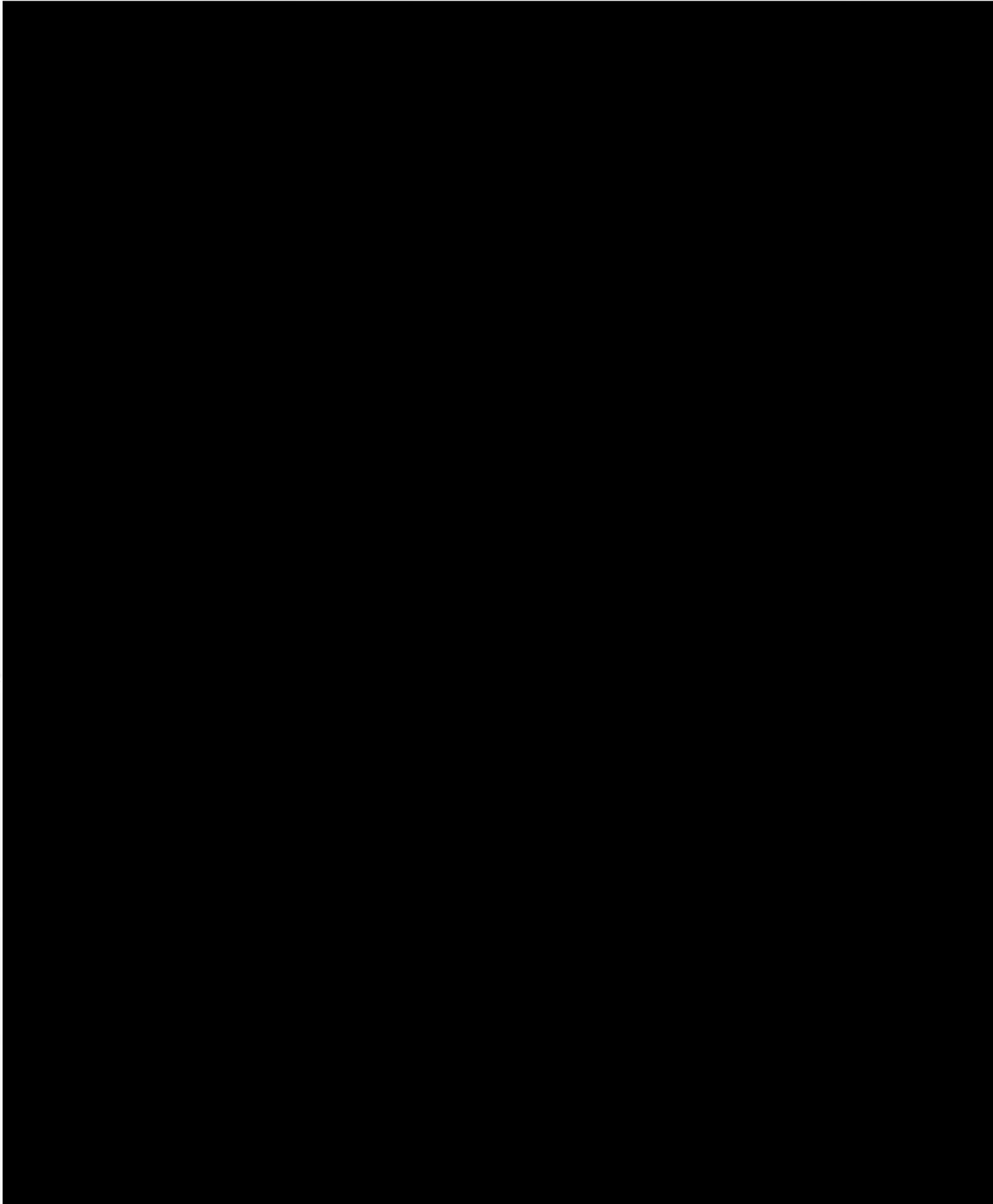
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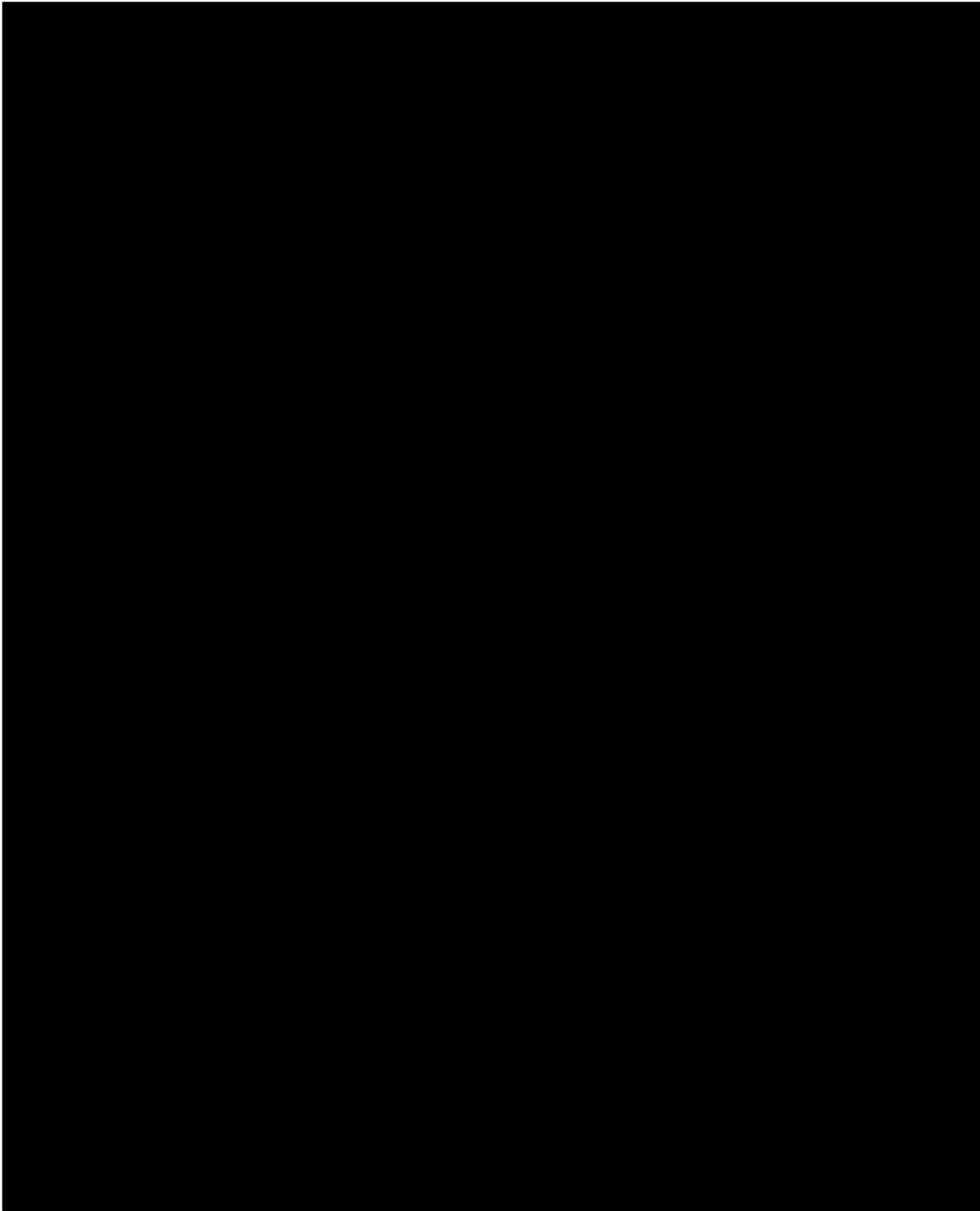


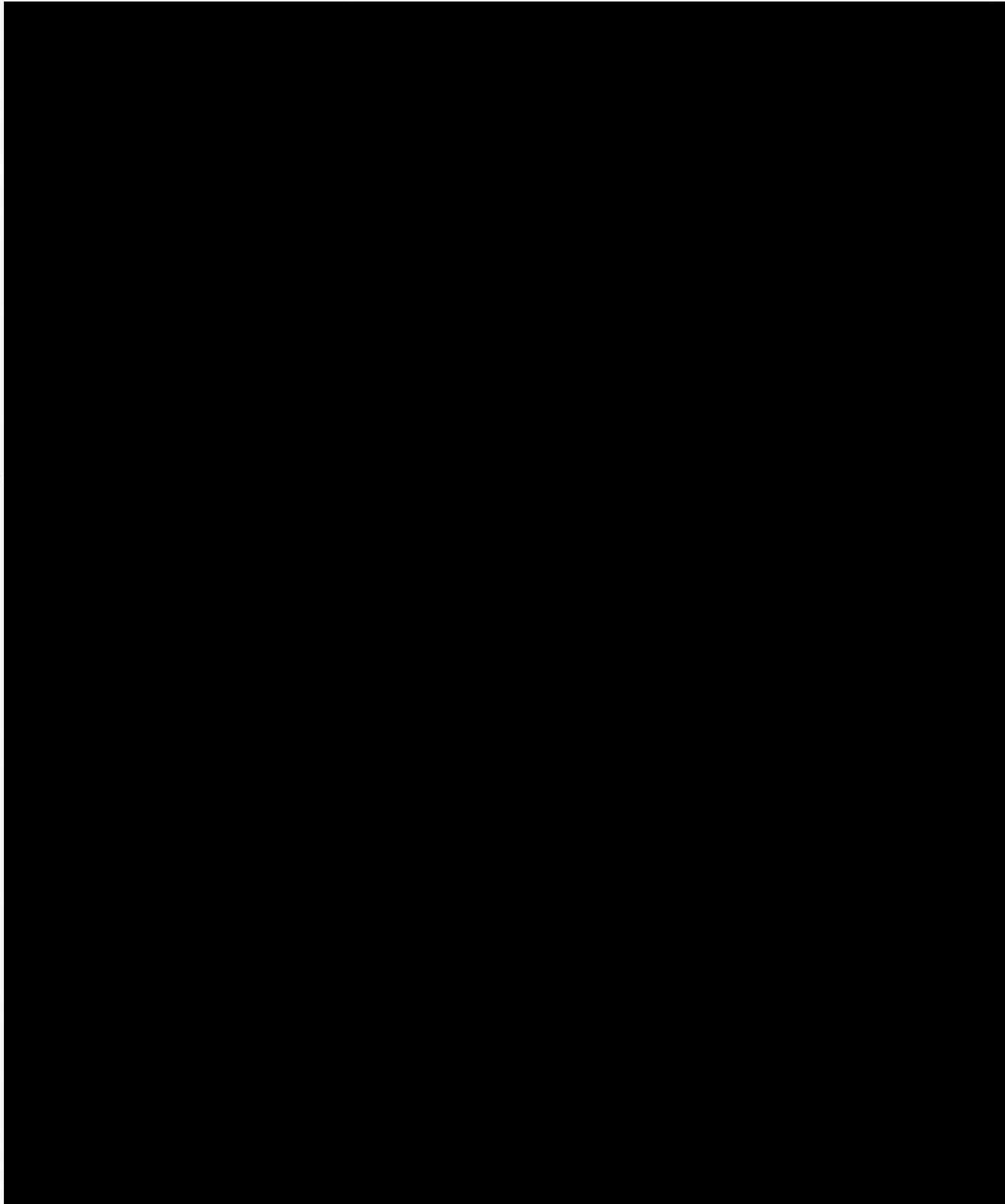


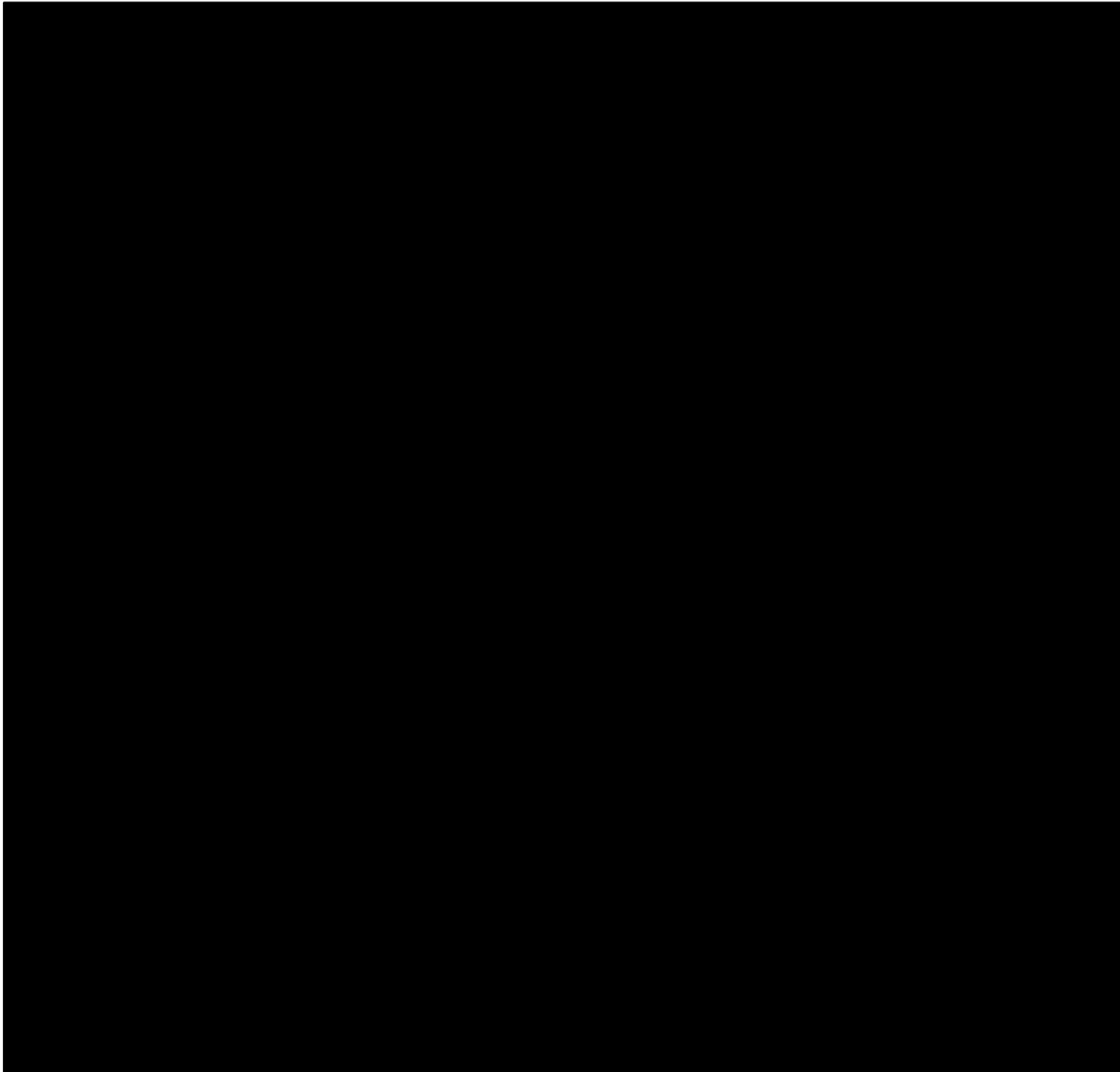


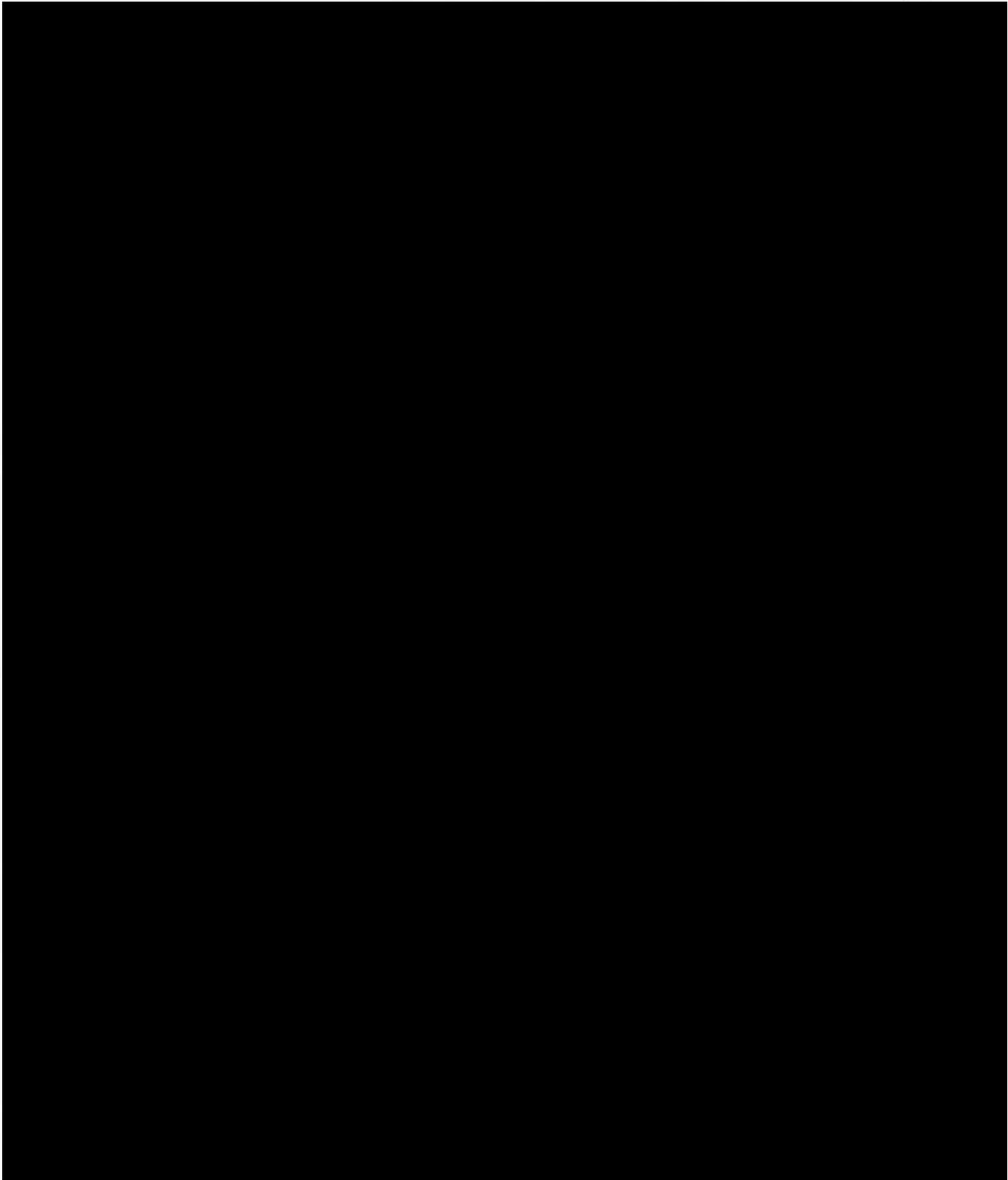






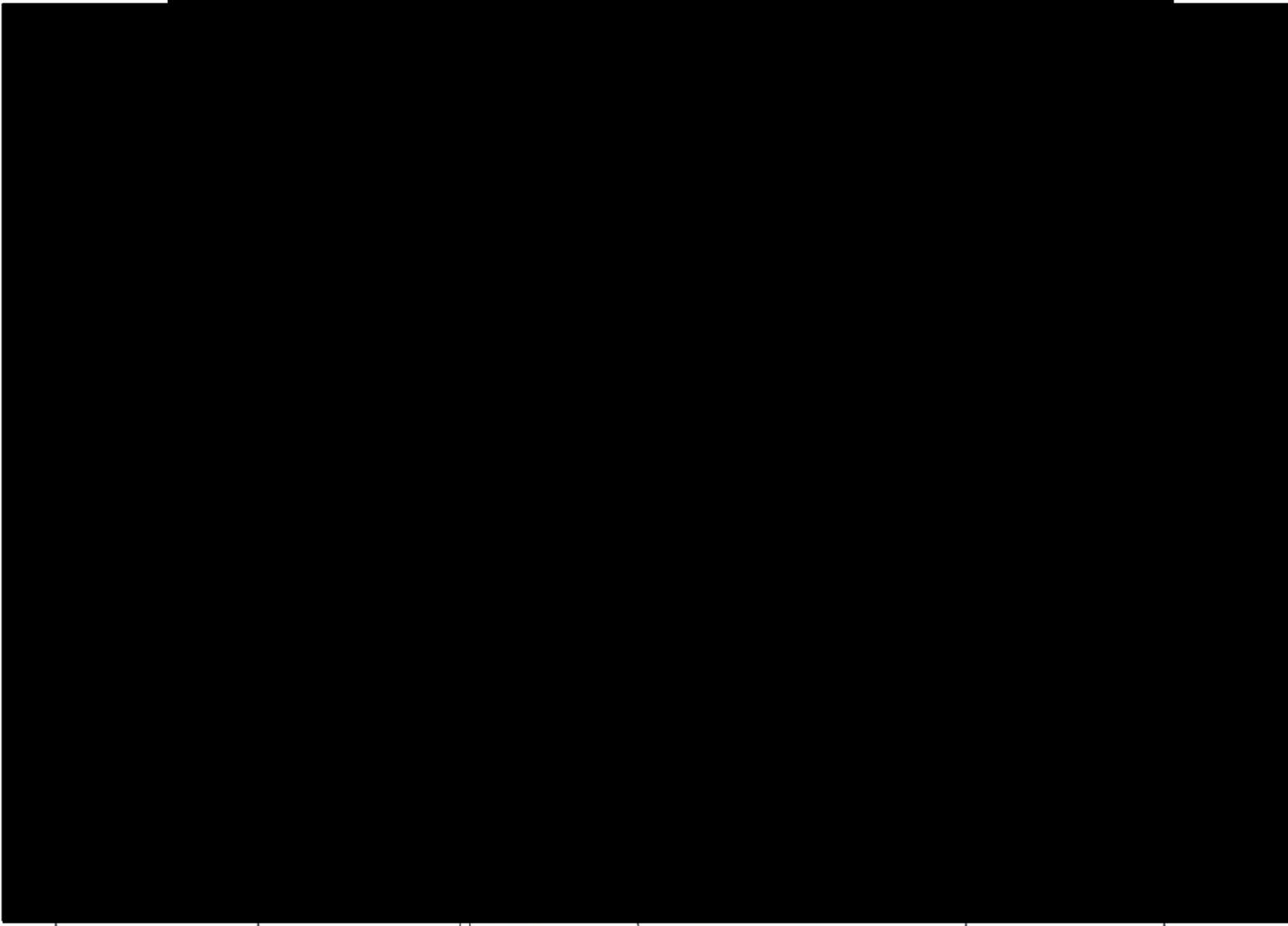
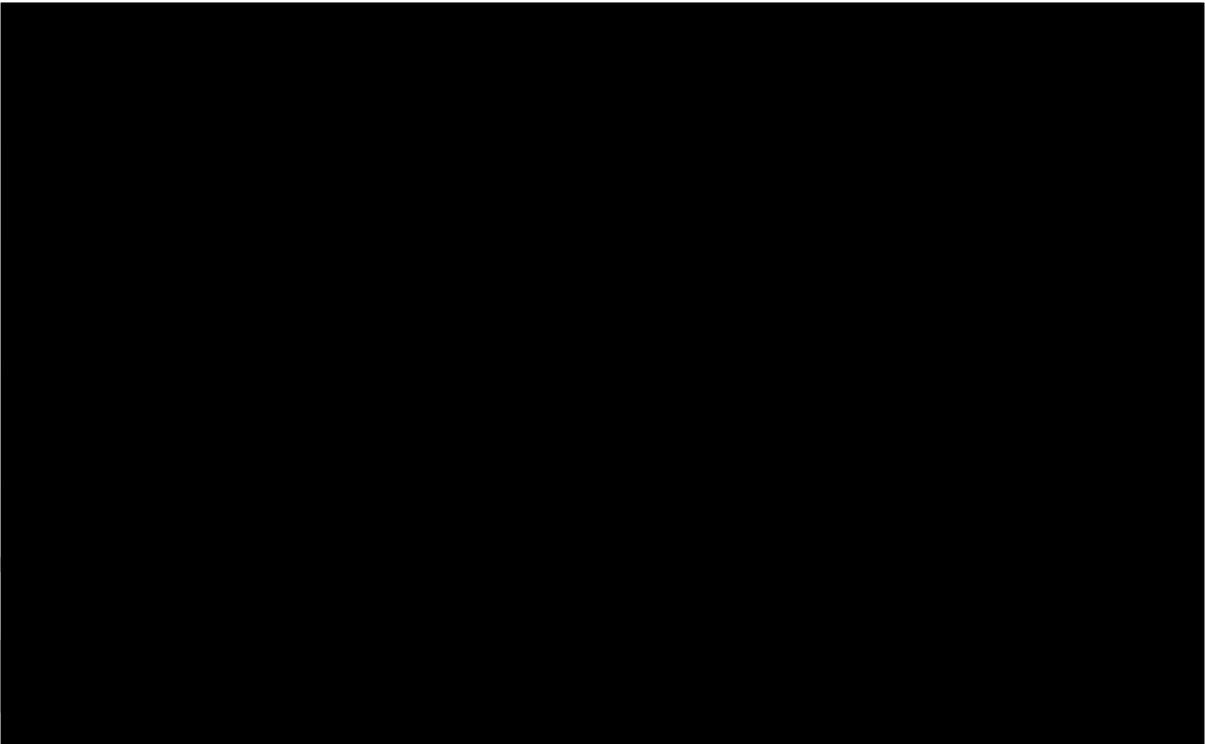








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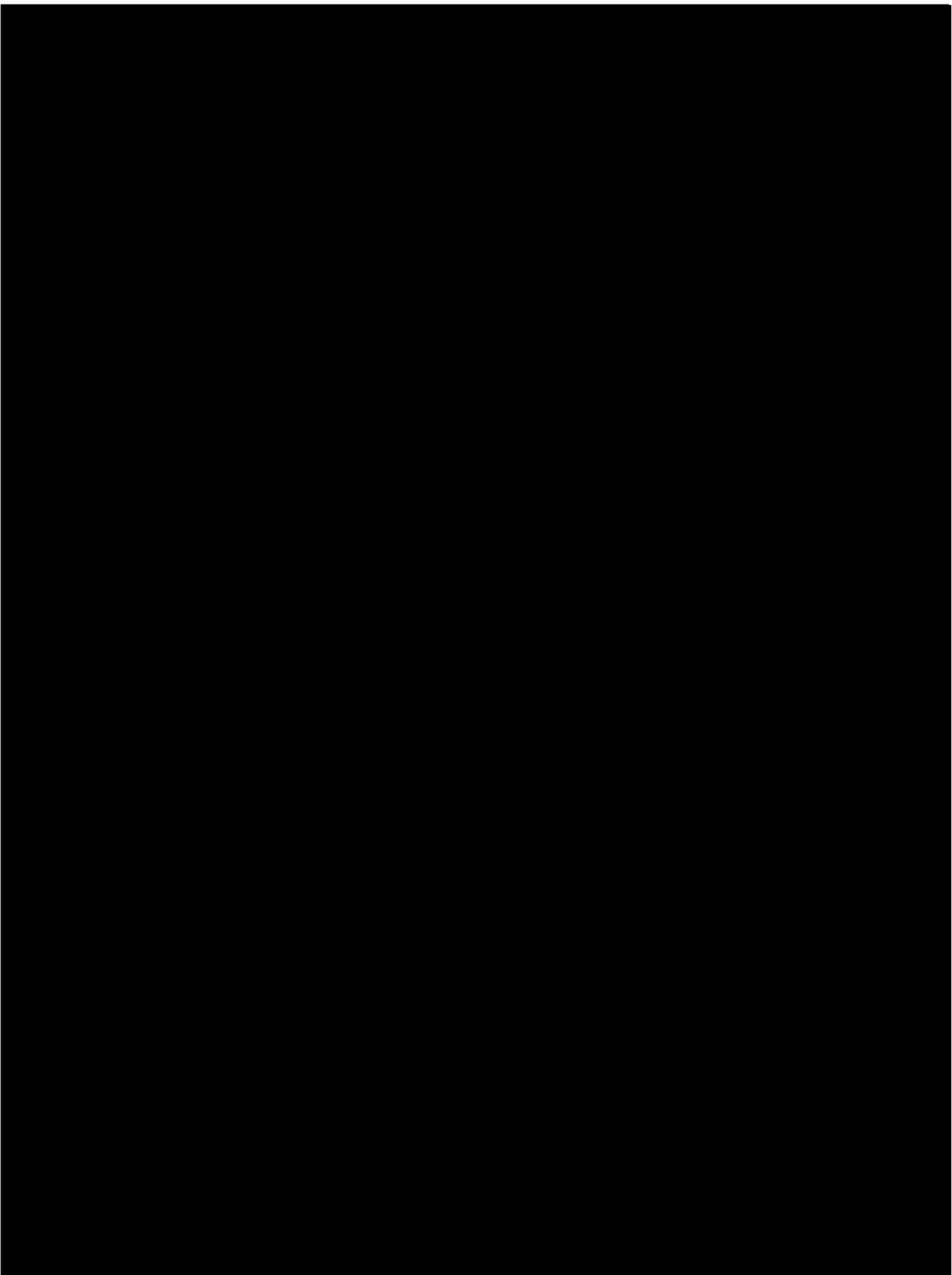
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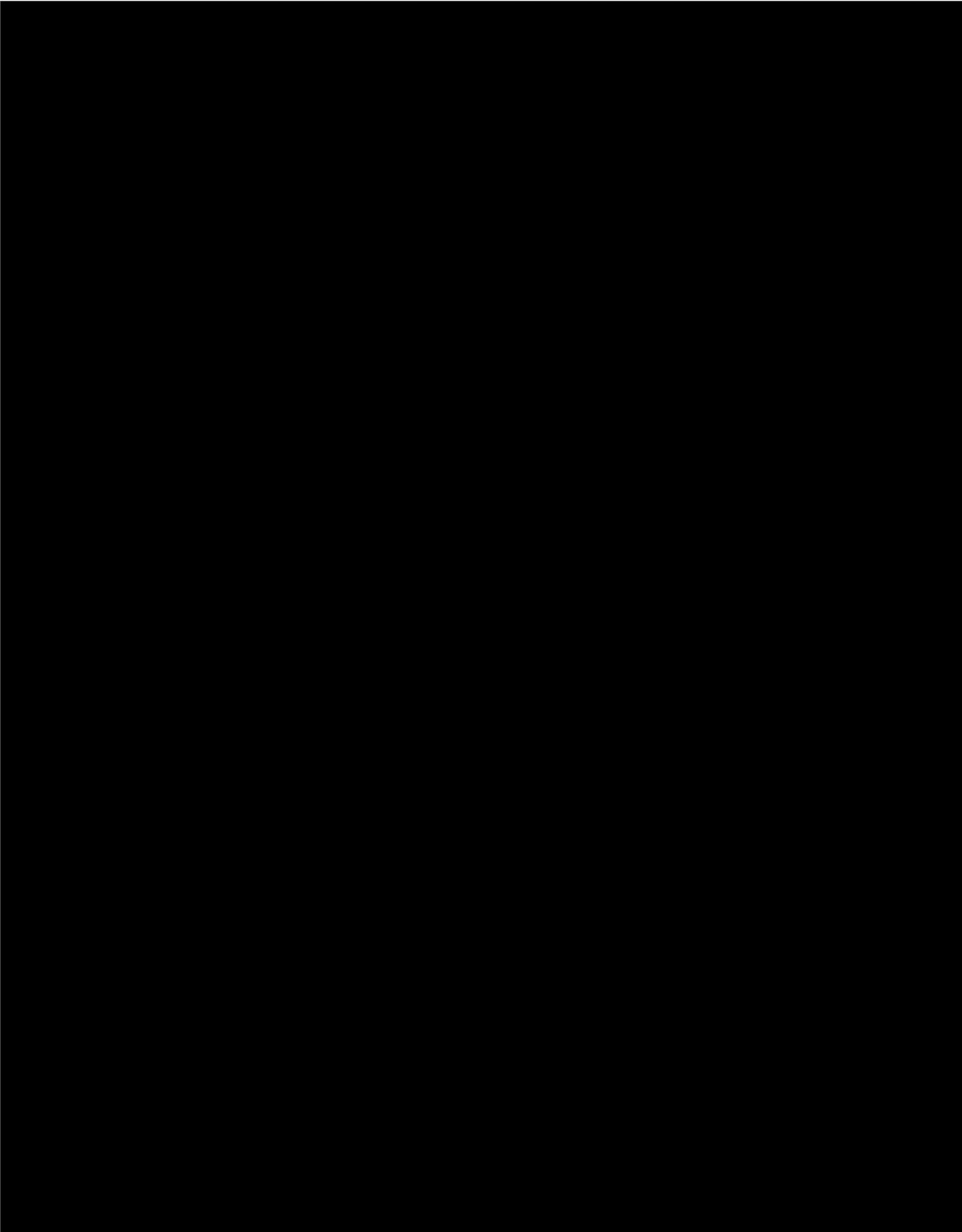
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APPENDIX 2 TO SCHEDULE 3

IP-VPN MANAGED SERVICE TERMS

SERVICE LEVELS AND SUPPORT SERVICES

1. Incident Management
- 1.1 Vodafone shall carry out Incident management as part of the Service which aims to restore service operation to within applicable agreed Service Levels and minimise the adverse impact of the Incident on the Customer's business operations.
- 1.2 The Customer shall appoint primary and secondary points of contact responsible for reporting and progressing Incidents.
- 1.3 The Customer may report an Incident through (a) the Customer Service Centre operated by Vodafone on a 24/7 basis, (b) via any online portal made available by Vodafone for such purposes, or (c) as otherwise agreed between the Parties from time to time, by following Vodafone's Incident reporting process, after having conducted appropriate investigations to establish its cause before reporting an Incident, including all initial troubleshooting activities previously specified by Vodafone.
 - 1.3.1 In such instance, the Customer shall: (a) provide Vodafone with Incident Information (as defined below); (b) reimburse Vodafone for reasonable expenses associated with a Customer Site visit where the Incident is found by Vodafone to be unrelated to the Services; (c) permit Vodafone to interrupt the Service at the Customer Site to resolve a Severity Level 1 or 2 Incident (failing which it shall be downgraded to a Severity Level 3 Incident); and (d) whenever possible, give Vodafone 10 Working Days' notice of any event (including, building work necessitating disconnection of power) that will disrupt the Service.
 - 1.3.2 "Incident Information" shall include: (a) Customer name and full contact details; (b) the physical location(s) of the Incident; (c) the Customer Sites affected by the Incident (if relevant); (d) relevant identifiers such as website, IP address, and hardware reference; (e) details of circuit reference numbers, the Service provided at the Customer Site, status of the physical connections to the Router, and status of the power supply; (f) confirmation that a re-start of the Router has been attempted; and (g) any other details that may be relevant to diagnosis of the Incident (including symptoms, events or actions leading up to the Incident, any tests carried out in attempting to isolate the problem, and any environmental conditions that may be causing the Incident).
 - 1.3.3 The Customer shall procure such co-operation from Users and from any of its third party providers as is reasonably requested by Vodafone to assist in the management of Incidents.
- 1.4 Vodafone shall: (a) raise a Trouble Ticket, (b) track the Trouble Ticket through to closure; (c) categorise the Severity Level of the Incident; (d) keep a record of the Incident; (e) investigate and carry out diagnostic activities; and (f) where possible, resolve the Incident.
- 1.5 An Incident shall be deemed to: (a) commence when Vodafone raises a Trouble Ticket; and (b) end when Vodafone advises Incident resolution. The Customer will be deemed to have been advised if Vodafone has made reasonable attempts to contact the Customer.
- 1.6 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: (a) use reasonable endeavours to give the Customer as much notice as reasonably possible of any Outage, which may affect the availability of the Service; and (b) 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.
- 1.7 The contact details for the Customer Service Centre vary from service to service and from customer to customer, Vodafone will provide Customer with the Customer Service Centre contact details that are relevant to the Customer's Service.

2. Severity Levels of Incidents

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); (b) packet loss over 25%; or (c) loss of capacity.
3	Degradation of the Service's performance; including 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:

3.1.1 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:

3.2.1 "A" equals the number of whole minutes in the relevant Monthly Measurement Period;

3.2.2 "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

3.2.3 "Unavailable" or "Unavailability" means a Customer Site cannot exchange data with another Customer Site.

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

3.3.1 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, SISA, VSAT, or MDA	ADSL/VDSL2/FTTP	ADSL/VDSL2/FTTP SISA VSAT MDA

	Backup connected to different PE router than the primary service wherever possible *		
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3.3.2 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 Wimax	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 Wimax	ADSL/VDSL2/FTTP VSAT SISA MDA
Dual Access, dual parenting, with standard separation.	Dual access connected to different PE nodes Dual CE routers Dual building entry points	Ethernet Leased line Wimax	Ethernet Leased line Wimax
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, SISA or MDA

3.3.3 Sites connected with Secure Internet Site Access

Site Classification	Topology Description	Applicable Access Technologies	
		Primary	Backup/Secondary
IPSec Only	Gateway for termination of regional SISA IPSec traffic	N/A	N/A
Single IPSec tunnel (Single access with	Single access SISA	SISA Broadband Access (ADSL, VDSL2, FTTP, VSAT)	N/A

single CPE) - Broadband			
Primary & Backup IPSec Tunnel (Single access, Diverse Gateway with Single CPE)	Single access SISA with diverse IPSec Tunnels to separate SISA gateways	SISA Broadband Access (ADSL, VDSL2, FTTP, VSAT)	2 nd IPSec tunnel to separate SISA Gateway
Single IPSec tunnel (Single access with single CPE) – Dedicated (Fibre Ethernet)	Single access SISA connection	SISA Dedicated Access (Ethernet, EFM, Leased Line)	N/A

3.4 Targets:

- 3.4.1 The availability targets set out in the following table below shall apply to all locations stated in each Coverage Band, and be applicable to each access circuit making up the Site Classification, not for the overall site configuration.
- 3.4.2 Where a different access technology from that recommended to support the below metrics is agreed with the Customer, a different Service Level target will be agreed between the Parties.
- 3.4.3 Where a location is not within a Coverage Band we shall use reasonable endeavours to provide availability of the IP-VPN Managed Service and Service Credits shall not apply. A Service Level target will be available on request to provide an indication of target performance.

Service Availability						
	Site Configuration	Coverage Band A	Coverage Band B	Coverage Band C	Coverage Band D	Coverage Band RE
Sites connected with Asymmetric Access Circuit Bandwidths	Single Access	Premium 99%	n/a	n/a	n/a	Reasonable Endeavours
		Enhanced 96.5%				
		Standard 93%				
	Dual Access	Premium 99.5%	n/a	n/a	n/a	Reasonable Endeavours
		Enhanced 98%				
		Standard 96%				
Sites connected with Fixed Symmetric Access Circuit	Single Access	99.9%	99.85%	99.4%	Service Level Objective – 98%	98.88%
	Dual Access	99.95%	99.9%	99.6%	Service Level Objective – 98.8%	99.16%
	Dual access, dual parenting, with	99.99%	99.95%	99.7%	Service Level Objective – 99%	99.72%
						99.44%

	standard separation					
	Dual access, dual parenting, with enhanced separation	99.995%	99.99%	n/a	n/a	n/a

3.4.4 Target availability - Secure Internet Site Access

Secure Internet Site Access		
Site configuration	Type	Coverage Band A-D
IPSec only	Gateway only	99.99%
Single IPSec tunnel (Single access with single CPE)	Broadband	93%
Single IPSec tunnel (Single access with single CPE)	Dedicated (Fibre Ethernet)	98%
Primary & Backup IPSec Tunnel (Single access, Diverse Gateway with Single CPE)	Broadband only	93.5%

3.4.5 Target availability - Extended Access

EA Country Group	Single access Customer Site	Dual access Customer Site
1	99.7%	99.9%
2	99.2%	99.5%
3	99.0%	99.2%

3.4.6 Extended Access Services apply to those Customer Sites located in an EA Country Group and connected to a Third Party Backbone as set out in Annex B to this Appendix 2.

3.4.7 Where a location is not within a coverage band, Vodafone shall use reasonable endeavours to provide availability of the Service and Service Credits shall not apply. A Service Level Objective will be available on request to provide an indication of target performance.

3.4.8 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.

4.1.1 **Calculation:** The Incident resolution time (for each Site classification and Coverage Band) shall be calculated as the number of whole hours between the time Vodafone opens a Trouble Ticket 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

4.1.2 **Site Classification:** In order to calculate the Incident resolution time for the relevant Coverage and SISA Bands, a Customer Site will be classified into one of the following classes:

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, SISA, VSAT, or MDA Backup connected to different PE router than the primary service wherever possible *	ADSL/VDSL2/FTTP	ADSL/VDSL2/FTTP SISA VSAT MDA

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 Wimax	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 Wimax	ADSL/VDSL2/FTTP VSAT SISA MDA
Dual Access, dual parenting, with standard separation.	Dual access connected to different PE nodes Dual CE routers Dual building entry points	Ethernet Leased line Wimax	Ethernet Leased line Wimax
Dual Access, dual parenting, with enhanced separation.	Dual CE routers Dual Access/PoP with 5 metre seperacy	Ethernet Leased line	Ethernet Leased line

	Separate building entry points		
	Reasonable endeavours to provide trench, duct and cable level separacy		

*Different gateway for VSAT, SISA or MDA

Sites connected with Secure Internet Site Access

Site Classification	Topology Description	Applicable Access Technologies	
		Primary	Backup/Secondary
IPSec Only	Gateway for termination of regional SISA IPSec traffic	N/A	N/A
Single IPSec tunnel (Single access with single CPE) - Broadband	Single access SISA	SISA Broadband Access (ADSL, VDSL2, FTTP, VSAT)	N/A
Primary & Backup IPSec Tunnel (Single access, Diverse Gateway with Single CPE)	Single access SISA with diverse IPSec Tunnels to separate SISA gateways	SISA Broadband Access (ADSL, VDSL2, FTTP, VSAT)	2 nd IPSec tunnel to separate SISA Gateway
Single IPSec tunnel (Single access with single CPE) – Dedicated (Fibre Ethernet)	Single access SISA connection	SISA Dedicated Access (Ethernet, EFM, Leased Line)	N/A

Coverage Bands: The target Incident resolution times set out in the table below shall apply to all locations stated in each Coverage Band (as further set out in Annex C to Appendix 2), and are applicable to each access circuit making up the Customer Site classification, not for the avoidance of doubt the overall Site configuration.

	Site Configuration	Coverage Band A	Coverage Band B	Coverage Band C	Coverage Band D	Coverage Band RE
Sites connected with Asymmetric Access Circuit Bandwidths	Single Access	Standard 48 hrs Premium (7 hrs) And Enhanced (24 hrs) options available*	N/A	N/A	N/A	N/A
	Dual Access	Standard 48 hrs Premium (7 hrs) And Enhanced (24 hrs) options available*	N/A	N/A	N/A	N/A

Sites connected with Fixed Symmetric Access Circuit		4 hours	6 hours	12 hours	24 hours	Reasonable Endeavours
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*Enhanced and Premium options are available for specific access types and countries within the coverage band

4.1.3 **SISA Bands:** The target Incident resolution times set out in the table below shall apply to all locations stated in each SISA Band (as further set out in Annex C to Appendix 2), and be applicable to each access circuit making up the Site classification:

Secure Internet Site Access (SISA) Band				
Type	A	B	C	D
SISA IPsec Only	4hrs	4hrs	4hrs	4hrs
Dedicated	8hrs *	12hrs	24hrs	48hrs
Broadband	48hrs	48hrs	96hrs	96hrs

*UK 5 Hours

4.1.4 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.

4.1.5 Where a location is not within a PoP Tier, Vodafone shall use reasonable endeavours to provide availability of the IP-VPN Managed Service and Service Credits shall not apply. A Service Level Objective will be available on request to provide an indication of target performance.

4.2 Online Performance Reporting Incident Resolution:

4.2.1 **Calculation:** The Incident resolution time for Online Performance Reporting shall be calculated as the number of working days between the time Vodafone opens a Trouble Ticket 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. Working hours are measured Monday to Friday, 9-5pm in GMT, excluding public and bank holidays.

4.2.2 Incidents may be reported to Vodafone at any time, however incident resolution will only occur during working hours

4.2.3 Vodafone aims to resolve Online Performance Reporting Incidents within the following timelines:

Severity Level	Incident category definition	Target resolution time
1	Total loss of service (Unable to access the application)	72 hours ¹
2 or 3	Degradation of service (Limited access to reports)	5 working days ¹
4	Data integrity incidents within the online reports	Reasonable endeavours

¹In event that there is a total loss of hardware, the target resolution time will no longer apply and the incident will be resolved on a reasonable endeavours basis. Where there is a total loss in service or degradation of service, Vodafone cannot guarantee that customer reporting data will be retained.

4.2.4 Data integrity Incidents within the reports will be treated as a Severity Level 4 Incident and will be resolved on a reasonable endeavours basis.

4.3 Internet Services Incident Resolution

4.3.1 **Calculation:** The Incident resolution time for Internet Services shall be calculated as the number of whole hours between the time Vodafone opens a Trouble Ticket 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.

4.3.2 Vodafone aims to resolve Internet Service Incidents within the following timelines:

Severity Level	Incident category definition	Target resolution time
1	Total loss of service.	5 Hours
2	Partial loss of service which has a significant detrimental effect on Customer's ability to perform normal communications but which does not represent a total loss of the Internet Service.	5 Hours
3	Degradation of Internet Service performance. This includes all Severity Level 2 Incidents in respect of which Vodafone has not been granted access to the relevant Customer Site or where Vodafone has not been able to, for any reason outside of Vodafone's reasonable control, take down the service in order to restore normal service.	48 Hours
4	Non service affecting Incidents.	72 Hours

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 Sites.

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 Managed 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; (b) where the Incident is due to an Excluded Event; and/or (c) to local internet access as part of Secure Internet Site Access service (if ordered by the Customer as an Optional Service Element).

5.4 **Service Degradation Measurements:**

5.4.1 Round Trip Delay (RTD):

- (a) Round Trip Delay measures the total time taken for an IP packet to pass from one applicable router to another and back again.
- (b) Round trip delay Service Level targets over the IP Backbone Core between two IP Backbone Core Routers are set out in Part A of Annex A to Appendix 2 (Round Trip Delay Service Level Targets) ("Part A").
- (c) Vodafone also offers RTD Service Level targets between two Vodafone Supplied Routers, as specified in Part B of Annex A to Appendix 2 (Access Round Trip Delay Service Level targets) ("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.
- (d) Subject to the Customer ordering Online Performance Reporting, Vodafone will agree specific Service Level targets between up to 50 pairs of Customer Sites, or a larger number, as agreed between the Parties from time to time.
- (e) During the 3 months following the completion of the installation of the Service, the Parties will evaluate the target metrics set out in Annex A to Appendix 2 and replace them (if necessary) with the final committed RTD Service Level targets.
- (f) RTD (for all CoSs) will be measured, where the Online 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.

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

CoS	Service Level		
	RTD over the IP Backbone Core	RTD between two Customer Sites	RTD Extended Access
Premium CoS	See Annex A, Part A	See Annex A, Part B	See Annex A Part C
Enhanced CoS	See Annex A, Part A	See Annex A, Part B	See Annex A Part C
Standard CoS	n/a	n/a	n/a
Default CoS	n/a	n/a	n/a

5.4.2 Packet Loss:

- (a) 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.
- (b) 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	Extended Access
Premium CoS	0.04%	0.2%	0.1%
Enhanced CoS	0.06%	0.3%	0.5%
Standard CoS	0.08%	n/a	n/a
Default CoS	n/a	n/a	n/a

(c) There is no Packet Loss Service Level target for Standard CoS or Default CoS.

5.4.3 Jitter

- (a) 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.
- (b) There is no jitter (including Extended Access) Service Level for Enhanced CoS, Standard CoS or Default CoS.
- (c) The Service Degradation Measurement for jitter is as follows:

CoS	Access Circuit bandwidth/ connection method:	Service Level	Service Level – Extended Access
Premium CoS only	<1 Mbps	67 milliseconds	20 milliseconds
	1 Mbps to 10 Mbps	20 milliseconds	
	>10 Mbps	<10 milliseconds	
	>155 Mbps	<5 milliseconds	

6. Service Credits

6.1 General Service Credit terms

- 6.1.1 The 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 bill after agreement that such Service Credits are due.
 - 6.1.2 The 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) Online Performance Reporting; and/or (d) any Excluded Event.
 - 6.1.3 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.
 - 6.1.4 In the event that one Incident causes a failure of two or more Service Levels, only the greater Service Credit amount of the two Service Levels shall be payable.
 - 6.1.5 Service Credits as set out in these Service Terms shall be the 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 the Customer may have the right to terminate for material breach under the terms of the Services Agreement.
- 6.2 Service Credits for delay:
- 6.2.1 The Customer shall be entitled to a Service Credit for a delay in the Delivery Date (past the Agreed Delivery Date) of a new Customer Site (in a coverage or SISA Band and directly connected to the IP Backbone), or a Configuration Change to an existing Customer Site, 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)
New Customer Site, or Hard Configuration Change.	1 to 10	5%
	11 to 20	20%
	>20	25%
Soft Configuration Change to Customer Site	1 to 10	5%
	>10	20%

- 6.2.2 Vodafone's total liability for Service Credits for delay shall not exceed:
 - (a) for delay of the Delivery Date (past the Agreed Delivery Date) for a new Customer Site: 25% of the port installation charge for that Customer Site;
 - (b) for delay of the Delivery Date (past the Agreed Delivery Date) for a Hard Configuration Change: 50% of the charge for that Hard Configuration Change; and/or
 - (c) for delay of the Agreed Delivery 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.
- 6.2.3 The Service Credit for delay to a New Customer Site will be: (a) determined by the number of whole Working Days that the Delivery 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 Order.
- 6.2.4 The Service Credit for delay to a Configuration Change will be: (a) determined by the number of whole Working Days that the Delivery Date of the Configuration Change passes beyond the Agreed Delivery Date; and (b) calculated as a percentage of the relevant affected Customer Site's connection Charge 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.
- 6.2.5 The installation Charge referred to in this clause 6.2 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.

6.3 Service Credits for Availability

6.3.1 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.

6.3.2 Availability at the Service Demarcation Point per Customer Site located in a Coverage or SISA Band:

Variance in actual monthly availability % versus Service Level in the Monthly Measurement Period	Site access type	
	Asymmetric Access classification types	Symmetric Access classification types
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%	100%
>-3%	50%	100%

(a) The Service Credit in the table above is a percentage of monthly recurring Port Charges in the Monthly Measurement Period for each affected Customer Site.

6.3.3 Availability at the Service Demarcation Point per Customer Site located in an Extended Access Group in a Monthly Measurement Period:

(a) Single Access Customer Site:

EA Country Group	Single Access Customer Site availability	Service Credit (percentage of the monthly recurring port Charge for that Customer Site)
1	99.7% to 98.7%	25%
	Less than 98.7%	50%
2	99.2% to 98.0%	25%
	Less than 98.0%	50%
3	99.0% to 97.0%	25%
	Less than 97.0%	50%

(i) A Service Credit cap of 50% of the monthly recurring port Charge for an affected Customer Site shall apply to the Service Credits claimed by Customer for this Service Level per Monthly Measurement Period.

(b) Dual Access Customer Site:

EA Country Group	Dual Access Customer Site availability Service	Service Credit (percentage of the monthly recurring port Charge for that Customer Site)
1	99.9% to 98.9%	25%
	Less than 98.9%	50%
2	99.5% to 98.3%	25%
	Less than 98.3%	50%
3	99.2% to 97.2%	25%
	Less than 97.2%	50%

(i) A Service Credit cap of 50% of the monthly recurring port Charge for an affected Customer Site shall apply to the Service Credits claimed by Customer for this Service Level per Monthly Measurement Period

6.4 Service Credits for Incident Resolution

6.4.1 The Service Credit payable to the Customer is set out in the table below is a percentage of the monthly recurring port Charge for each affected Customer Site:

Number of hours beyond the relevant target timescale that the Severity Level 1 or 2 Incident remains unresolved	Primary access type	
	Asymmetric Access Circuit Bandwidths	Fixed Symmetric Access Circuit
Between 1 and 15 hours inclusive rounded up to the nearest hour	2.5%	5%
More than 15 hours	50%	100%

6.4.2 Where the number of hours beyond the relevant target timescale that the Severity Level 1 or 2 Incident remains unresolved exceeds 15 hours, the 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; the Customer is not entitled to claim Service Credits for the period between 1 and 15 hours inclusive.

6.5 Service Credits for Service Degradation

6.5.1 If any of the average monthly round trip delay Service Levels, jitter Service Levels or packet loss Service Levels are exceeded, the 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. The Customer may only claim a Service Credit against the lesser monthly recurring port Charge of any two affected Customer Sites.

6.5.2 Where the committed round trip delay Service Levels are agreed with the Customer between pairs of Customer Sites and the actual performance is above these Service Levels, as specified in Part B of Annex A, then the 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 clause 6.5.1 above in association with IP Backbone Core round trip delay.

6.5.3 The Customer may only claim a Service Credit pursuant to this clause 6.5.3 where Vodafone has: (a) verified that the relevant Service Level has been exceeded; (b) verified that the failure to achieve the Service Level was not due to an Excluded Event; and (c) diagnosed that the service degradation is due to a failure in the IP Backbone Core or the access circuit.

6.5.4 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.

7. Service Change Request Procedure

7.1 Any Configuration Change to the Service shall be subject to the following service change request procedure ("**Service Change Request Procedure**"):

7.1.1 If either Party wishes to propose a change, it shall notify the other Party of that fact by sending a written request to the other Party's account manager, specifying in as much detail as is reasonably practicable, the nature of the requested change.

7.1.2 As soon as reasonably practicable after sending or receiving a written request for a change, Vodafone shall provide the Customer with a brief written proposal in relation to the relevant change (a "**Change Control Proposal**") including, where applicable, the following information: (i) details of the proposed change and its impact on the Service including, without limitation, any changes to the Service, Service Levels and any other variations to the Services Agreement; (ii) a statement of the cost and expense of implementation and on-going operation of the relevant change, including any alteration of the Charges or additional Charges relating to the proposed change; (iii) a timetable for the implementation of the change; and (iv) details of the impact, if any, of the proposed change on any existing Services.

7.1.3 The Customer shall review Vodafone's Change Control Proposal as soon as reasonably practicable and will either accept or reject the proposed Change Control Proposal. If the Parties agree with the proposed Change Control Proposal, they shall issue an amendment to the Services Agreement authorising the change in the form of a change Order.

7.1.4 If it is necessary to use additional resources or to incur any other additional costs in making a change, they shall be calculated as a change to the Charges. Vodafone shall have no obligation to commence work in connection with any change until a relevant change Order authorising a change is executed by the Parties in writing.

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

8. Definitions

8.1 **Backbone** means the IP Backbone Core and related infrastructure beyond the IP Backbone Core.

8.2 **Core Service Element(s)** means the core elements of the Service as set out in Appendix 1 to Schedule 3 (Service Specification).

8.3 **CoS** means the classes of Service to prioritise network traffic.

8.4 **CoS Allocation** means the bandwidth limits allocated to each CoS set out in an Order.

8.5 **Coverage Band** means one of the groups of coverage set out in Annex C to Appendix 2 to these Service Terms and pertains to Customer Sites directly connected to the IP Backbone Core (not via Extended Access).

8.6 **Customer Network** means the whole or such part of Customer network as is connected to the IP Backbone Core via the IP-VPN Managed Service.

8.7 **Default CoS** means the CoS allocated to any traffic not assigned to Standard CoS, Enhanced CoS or Premium CoS.

8.8 **Configuration Change(s)** means Hard Configuration Change(s) and Soft Configuration Change(s).

8.9 **Customer Service Centre** means Vodafone's dedicated service for managing Incidents.

8.10 **EFM** means Ethernet First Mile which is a copper based Ethernet access technology which may be used to provide symmetric bandwidth access circuits of 512Kbps to 20Mbps.

8.11 **Enhanced CoS** means a medium level of CoS consisting of three levels (1, 2 and 3) that prioritises traffic over classes of lower priority to reduce delayed or dropped traffic.

8.12 **Excluded Events** means any of the following:

8.12.1 a fault or incident with any other Vodafone service purchased under a separate Services Agreement;

8.12.2 a fault or incident in, or any other problem associated with, non-Vodafone supplied power, any Customer Equipment, non-maintained structured cabling, Customer-contracted third party local internet access (in conjunction with Secure Internet Site Access), or other systems or networks not operated or provided by Vodafone;

8.12.3 a fault or incident caused by Customer's negligence, act or omission or that of any third-party not within Vodafone's direct control;

8.12.4 a fault, incident or delay that arises as a result of a request by the Customer for an expedited delivery of the Service;

8.12.5 the Customer not performing or a delay in performing any of the Customer obligations or conditions of use set out in the Services Agreement;

8.12.6 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;

8.12.7 Service suspension or a Force Majeure event in accordance with the General Terms;

8.12.8 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;

8.12.9 a Configuration Change in the process of implementation;

8.12.10 an Outage;

8.12.11 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;

- 8.12.12 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;
- 8.12.13 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; or
- 8.12.14 any other circumstances caused by events for which Vodafone is not liable in accordance with the terms of the Services Agreement.
- 8.13 **Extended Access Services** means the services to be provided by Vodafone in accordance with where they are contracted for as set out on Customer Order.
- 8.14 **Incident** means any fault, incident or problem which affects the Service provided to Customer, excluding any fault, incident or problem with any other Vodafone service purchased under separate service terms.
- 8.15 **Hard Configuration Change** means a change to the Service that may include one or more of the following:
- 8.15.1 transfer of the Service from one Customer Site to another;
 - 8.15.2 migrating between physical service access options (port speed or port type);
 - 8.15.3 modifications requested by Customer to alter the Service at a Customer Site requiring physical intervention;
 - 8.15.4 physical movement of a Customer Site; and/or
 - 8.15.5 removing a Customer Site from the Service.
- 8.16 **Monthly Measurement Period** means the period from the Service Commencement Date up to the end of the calendar month and then each calendar month thereafter (save for the last month which will be beginning of the calendar month up to the termination date or expiry of the Service).
- 8.17 **Optional Service Element(s)** means the elements of the Service which are optional as set out in the Appendix 1 to Schedule 3 (Service Specification).
- 8.18 **Outage(s)** has the meaning set out in clause 1.6.
- 8.19 **Premium CoS** means the highest level of CoS, prioritised over all other traffic.
- 8.20 **Secure Internet Site Access** or **SISA** means the provision of access to the Service using an encrypted tunnel over Vodafone provided local in country internet access or off-net access
- 8.21 **SISA Gateway** means a device used to terminate encrypted tunnels over the internet as part of the provision of Secure Internet Site Access.
- 8.22 **Service Credits** means the service credits payable by Vodafone to Customer in accordance with these Service Terms.
- 8.23 **Service Demarcation Point** means the port between the Router and the Customer Network.
- 8.24 **Service Level Objective** or **SLO** means the performance Vodafone expects to provide, and which have no Service Levels or Service Credits associated with them.
- 8.25 **Severity Level(s)** means a categorisation of the severity of an Incident as determined by Vodafone in Vodafone's discretion as set out in clause 2.
- 8.26 **SISA Band** means one of the groups of coverage set out in Appendix 2, Annex C.
- 8.27 **Soft Configuration Change** means a change to the Service provided to Customer that does not constitute a Hard Configuration Change, including the following:
- 8.27.1 modification of the configuration of the Customer's VPN, at Customer's request that is not classified as a Hard Configuration Change; and/or
 - 8.27.2 modifying the bandwidth allocated to a CoS for a Customer Site.
- 8.28 **Standard CoS** means a lower level of CoS consisting of one level that prioritises traffic over Default CoS to reduce delayed or dropped traffic.
- 8.29 **Structured Cabling** means standards-based building cable systems for commercial buildings that support data networks, voice, and video.
- 8.30 **SIM Card(s)** means a subscriber identity module which is an electronic memory device for storing user specific data to allow controlled and secure use of equipment on mobile networks.

- 8.31 **Trouble Ticket** means a record of an Incident with a unique reference allocated to it which shall be used for all subsequent updates and communications.
- 8.32 **VDSL2 Assured** means 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.
- 8.33 **VDSL2** means 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.
- 8.34 **VPN** means virtual private network.
- 8.35 **VSAT** means a very small aperture terminal that is used to provide access over satellite
- 8.36 **EA Country Group** or **Extended Access Group** means the group of countries set out in Annex B of Appendix 2 (Extended Access Country Groups).
- 8.37 **Third Party Backbone** means an MPLS network core used by the relevant third party contracted by Vodafone, to extend access from the Backbone to the Customer Site.

ANNEX A TO APPENDIX 2
IP-VPN MANAGED SERVICES
ROUND TRIP DELAY SERVICE LEVEL TARGETS

PART A – ROUND TRIP DELAY SERVICE LEVEL TARGETS IN MILLISECONDS

If a particular round trip delay Service Level target is not covered in the tables contained in Section 1 of this Part A, the Service Level targets in Section 2 of Part A shall apply. If there is any conflict between the tables in Section 1 and Section 2, the tables in Section 1 shall apply.

Section 1 IP Backbone Core RTD Targets in Milliseconds (ms)

	Angola	Botswana	Cameroon	Djibouti	DRC	Equatorial Guinea	Ghana	Ivory Coast	Kenya	Lesotho	Liberia	Madagascar	Mauritius	Malawi	Mozambique	Namibia	Nigeria	South Africa	Swaziland	Tanzania	Uganda	Zambia	Zimbabwe
Angola		87	339	219	135	396	218	306	136	89	407	131	131	123	199	130	189	79	141	131	157	104	95
Botswana	82		313	153	73	374	104	282	70	24	385	63	66	62	44	75	126	13	76	65	91	39	28
Cameroon	322	313		362	370	315	228	224	282	314	326	356	356	336	329	355	247	305	345	370	301	330	321
Djibouti	208	153	362		194	438	283	367	88	154	449	196	196	184	160	195	370	144	180	174	107	170	160
DRC	128	73	370	194		429	250	338	111	76	439	81	115	109	104	120	361	66	109	40	133	39	87
Equatorial Guinea	377	374	315	438	429		284	281	356	370	378	452	417	447	387	429	300	363	408	425	368	388	377
Ghana	207	104	228	283	250	284		195	201	105	294	147	147	140	239	146	21	96	135	243	222	121	112
Ivory Coast	291	282	224	367	338	281	195		285	280	291	323	322	305	294	303	213	269	321	334	290	297	287
Kenya	129	70	282	88	111	356	201	285		71	367	112	112	105	76	111	288	60	95	91	24	86	76
Lesotho	84	24	314	154	76	370	105	280	71		381	71	66	62	45	70	126	14	56	66	93	39	30
Liberia	387	385	326	449	439	378	294	291	367	381		462	428	457	397	439	310	372	418	435	378	398	388
Madagascar	124	63	356	196	81	452	147	323	112	71	462		142	130	110	137	128	75	150	142	171	110	96
Mauritius	124	66	356	196	115	417	147	322	112	66	428	142		98	88	109	168	58	95	110	137	78	74
Malawi	117	62	336	184	109	447	140	305	105	62	457	130	98		116	151	215	84	119	142	184	101	102
Mozambique	189	44	329	160	104	387	239	294	76	45	397	110	88	116		84	319	34	71	71	98	58	50
Namibia	123	75	355	195	120	429	146	303	111	70	439	137	109	151	84		175	70	134	122	149	96	87
Nigeria	180	126	247	370	361	300	21	213	288	126	310	128	168	215	319	175		105	153	356	300	126	124
South Africa	75	13	305	144	66	363	96	269	60	14	372	75	58	84	34	70	105		48	55	82	30	19
Swaziland	134	76	345	180	109	408	135	321	95	56	418	150	95	119	71	134	153	48		99	128	78	91
Tanzania	124	65	370	174	40	425	243	334	91	66	435	142	110	142	71	122	356	55	99		113	81	74
Uganda	149	91	301	107	133	368	222	290	24	93	378	171	137	184	98	149	300	82	128	113		108	98
Zambia	99	39	330	170	39	388	121	297	86	39	398	110	78	101	58	96	126	30	78	81	108		59
Zimbabwe	90	28	321	160	87	377	112	287	76	30	388	96	74	102	50	87	124	19	91	74	98	59	
Australia - Melbourne	403	298	471	485	367	534	433	430	385	346	547	394	387	419	346	412	394	287	369	379	411	329	354
Australia - Perth	381	275	461	461	344	524	423	420	362	323	536	371	364	395	323	389	371	264	346	355	388	306	330
Australia - Sydney	412	307	463	494	376	526	425	422	394	355	539	403	396	428	355	421	403	296	378	388	420	338	363
Bahrain - Bahrain	384	278	326	465	347	389	288	285	365	326	401	375	367	399	326	392	307	268	349	359	389	310	334
Belgium - Brussels	303	293	221	369	358	284	183	180	271	287	297	385	344	379	307	358	202	277	333	352	284	308	296
Bermuda - Bermuda	342	333	262	430	398	325	224	221	311	328	337	425	384	419	348	398	243	317	373	393	325	349	336
China - Beijing	363	256	429	443	325	492	391	388	343	304	505	353	345	377	304	371	353	246	327	337	369	288	312
China - Guangzhou	330	221	393	407	290	456	355	352	308	269	469	317	310	341	269	335	317	210	292	301	334	252	276
China - Shanghai	356	249	421	435	318	484	383	380	336	297	497	345	338	369	297	363	345	238	320	329	362	280	304
Czech Republic - Prague	270	257	186	334	323	249	148	145	235	252	262	350	309	344	272	323	167	242	297	317	249	273	261
Denmark - Copenhagen	267	254	183	331	320	246	145	142	232	249	259	347	306	341	269	320	164	239	294	314	246	270	258
Egypt - Cairo	307	297	226	374	362	289	188	185	275	292	301	389	348	383	312	362	207	281	337	357	289	313	300
France - Marseille	268	256	184	332	321	247	147	143	234	251	260	348	307	342	270	321	165	240	296	316	247	272	259
France - Paris	258	245	173	321	310	236	135	132	223	239	249	337	296	331	259	310	154	229	285	304	236	260	248

Average RTD (ms)	Australia - Melbourne	Australia - Perth	Australia - Sydney	Bahrain - Bahrain	Belgium - Brussels	Bermuda - Bermuda	China - Beijing	China - GuangZhou	China - Shanghai	Czech Republic - Prague	Denmark - Copenhagen	Egypt - Cairo	France - Marseille	France - Paris	Germany - Dusseldorf	Germany - Frankfurt	Germany - Hamburg	Hong Kong - Hong Kong	Hungary - Budapest	India - Bangalore	India - Chennai	India - Delhi	India - Mumbai	Indonesia - Jakarta	Italy - Milan
Angola	424	401	433	404	319	359	382	347	375	284	281	323	282	271	279	282	274	344	296	352	345	404	380	323	294
Botswana	298	275	307	278	293	333	256	221	249	257	254	297	256	245	252	256	248	218	270	226	219	278	254	197	267
Cameroon	471	461	463	326	221	262	429	393	421	186	183	226	184	173	181	184	177	392	199	321	343	326	308	406	196
Djibouti	485	461	494	465	369	410	443	407	435	334	331	374	332	321	329	332	325	405	347	413	406	465	441	384	344
ORC	367	344	376	347	358	398	325	290	318	323	320	362	321	310	317	321	313	288	335	296	289	348	324	267	332
Equatorial Guinea	534	524	526	389	284	325	492	456	484	249	246	289	247	236	244	247	240	455	262	384	406	389	371	469	259
Ghana	433	423	425	288	183	224	391	355	383	148	145	188	147	135	143	147	139	354	161	283	305	288	270	368	158
Ivory Coast	430	420	422	285	180	221	388	352	380	145	142	185	143	132	140	143	136	351	158	280	302	285	267	365	155
Kenya	385	362	394	365	271	311	343	308	336	235	232	275	234	223	230	234	226	306	248	314	306	365	342	284	245
Lesotho	346	323	355	326	287	328	304	269	297	252	249	292	251	239	247	251	243	267	265	275	268	327	303	246	262
Liberia	547	536	539	401	297	337	505	469	497	262	259	301	260	249	256	260	252	467	274	397	419	402	384	481	272
Madagascar	394	371	403	375	385	425	353	317	345	350	347	389	348	337	345	348	340	315	362	323	316	375	351	294	360
Marshall	387	364	396	367	344	384	345	310	338	309	306	348	307	296	304	307	300	308	321	316	309	367	344	287	319
Malawi	419	395	428	399	379	419	377	341	369	344	341	383	342	331	338	342	334	339	356	347	340	399	375	318	353
Mozambique	346	323	355	326	307	348	304	269	297	272	269	312	270	259	267	270	263	267	285	275	268	327	303	246	282
Namibia	412	389	421	392	358	398	371	335	363	323	320	362	321	310	317	321	313	333	335	341	334	393	369	312	332
Nigeria	394	371	403	307	202	243	353	317	345	167	164	207	165	154	162	165	158	315	180	302	316	307	289	294	177
South Africa	287	264	296	268	277	317	246	210	238	242	239	281	240	229	237	240	232	208	254	216	209	268	244	187	252
Swaziland	369	346	378	349	333	373	327	292	320	297	294	337	296	285	292	296	288	290	310	298	291	350	326	269	307
Tanzania	379	355	388	359	352	393	337	301	329	317	314	357	316	304	312	316	308	299	330	307	300	359	335	278	327
Uganda	411	388	420	389	284	325	269	334	362	249	246	289	247	236	244	247	240	332	262	340	333	389	368	311	259
Zambia	329	306	338	310	308	349	288	252	280	273	270	313	272	260	268	272	264	250	286	258	251	310	286	229	283
Zimbabwe	354	330	363	334	296	336	312	276	304	261	258	300	259	248	255	259	251	274	273	262	275	334	310	253	270
Australia - Melbourne	-	49	17	210	316	270	174	139	167	336	333	-	327	315	325	322	323	136	337	159	151	209	186	129	334
Australia - Perth	49	-	66	187	299	317	147	112	140	312	309	345	308	297	300	297	302	110	312	134	128	186	162	106	309
Australia - Sydney	17	66	-	220	315	256	163	127	162	329	327	367	323	312	318	319	319	127	333	-	-	-	-	138	328
Bahrain - Bahrain	210	187	220	-	163	256	169	133	161	175	172	202	161	149	164	163	166	130	178	140	132	192	168	110	172
Belgium - Brussels	316	299	315	163	-	114	258	222	250	23	21	63	21	10	11	14	13	220	28	161	173	165	138	235	25
Bermuda - Bermuda	270	317	256	256	114	-	282	263	258	127	123	166	123	112	114	120	117	253	135	-	-	-	-	294	130
China - Beijing	174	147	163	169	258	282	-	38	33	262	261	300	271	260	251	247	257	44	262	117	109	167	144	87	260
China - GuangZhou	139	112	127	133	222	263	38	-	31	226	225	264	235	224	214	211	221	7	226	-	-	-	-	52	224
China - Shanghai	167	140	162	161	250	258	33	31	-	254	253	292	263	251	242	239	249	36	254	109	101	159	135	80	250
Czech Republic - Prague	336	312	329	175	23	127	262	226	254	-	26	70	41	30	15	18	21	225	15	167	179	171	143	247	29
Denmark - Copenhagen	333	309	327	172	21	123	261	225	253	26	-	69	38	27	14	17	21	224	32	166	178	171	143	245	27
Egypt - Cairo	-	345	367	202	63	166	300	264	292	70	69	-	67	56	59	56	65	262	71	203	216	208	181	279	68
France - Marseille	327	308	323	161	21	123	271	235	263	41	38	67	-	14	29	26	31	233	41	163	184	168	148	244	10
France - Paris	315	297	312	149	10	112	260	224	251	30	27	56	14	-	18	15	19	222	30	151	173	157	138	233	25

	Japan - Osaka	Japan - Tokyo	Korea - Seoul	Malaysia - Kuala Lumpur	Morocco - Rabat	Netherlands - Amsterdam	New Zealand - Auckland	Philippines - Manila	Poland - Warsaw	Singapore - Singapore	Spain - Barcelona	Spain - Madrid	Sweden - Stockholm	Switzerland - Zurich	Taiwan - Taipei	Thailand - Bangkok	Thailand - Nonthaburi	UAE - Dubai	UK - London	Ukraine - Kiev	USA - Chicago	USA - Dallas	USA - Los Angeles	USA - Miami	USA - New York	USA - San Francisco	Vietnam - Hanoi	Vietnam - Ho Chi Minh
Angola	389	381	386	321	311	268	459	346	296	311	290	287	285	289	369	344	344	401	261		360	379	408	373	342	415	366	361
Botswana	263	255	260	195	285	242	333	220	270	185	264	261	259	263	243	218	218	287	234		334	353	365	347	316	360	240	235
Cameroon	431	424	432	401	214	170	488	400	198	393	192	190	188	192	415	420	420	304	163		262	282	310	275	244	318	413	425
Djibouti	450	442	447	382	362	319	519	406	246	371	340	338	336	340	430	405	404	452	311		410	430	458	424	392	466	427	422
DR Congo	332	324	329	264	350	307	402	289	335	254	329	326	324	328	313	287	287	356	299		399	418	434	412	381	429	309	305
Equatorial Guinea	494	487	495	464	277	233	551	463	261	456	255	253	251	255	478	483	483	367	226		325	345	373	338	307	381	476	488
Ghana	393	386	395	363	176	133	450	362	160	355	154	152	150	154	378	382	382	266	125		225	244	273	238	206	280	375	387
Ivory Coast	390	383	392	360	173	130	447	359	157	352	151	149	147	151	374	379	379	263	122		221	241	269	235	203	277	372	384
Kenya	350	342	347	282	263	220	420	307	247	272	241	239	237	241	330	305	305	353	212		312	331	360	325	294	367	327	323
Lesotho	311	303	308	243	280	237	381	268	264	233	258	256	254	258	292	266	266	335	229		329	348	377	342	310	384	288	284
Liberia	507	500	508	476	289	246	564	475	274	468	268	265	263	267	491	496	496	379	239		338	357	386	351	320	393	488	500
Madagascar	360	352	357	292	377	334	429	316	362	281	356	353	351	355	340	315	314	383	327		426	445	461	439	408	456	337	332
Maldives	352	344	349	284	336	293	422	309	321	274	315	312	310	314	333	307	307	376	286		385	404	433	398	367	441	329	325
Malawi	384	376	381	316	371	328	453	340	356	305	350	347	345	349	364	339	338	408	320		420	439	468	433	402	475	361	356
Mozambique	311	303	308	243	300	257	381	268	284	233	278	276	274	278	292	266	266	335	249		348	368	396	362	330	404	288	284
Namibia	377	369	375	310	350	307	447	334	335	299	329	326	324	328	358	332	332	401	299		399	418	447	412	381	454	354	350
Nigeria	360	352	357	292	195	152	429	316	179	281	173	171	169	173	340	315	314	383	327		243	263	291	257	225	299	337	332
South Africa	252	244	250	185	269	226	322	209	254	174	248	245	243	247	233	207	207	276	219		318	337	354	331	300	349	230	225
Swaziland	334	326	331	267	325	282	404	291	309	256	303	301	299	303	315	289	289	358	274		374	393	422	387	356	429	311	307
Tanzania	344	336	341	276	345	302	413	300	329	265	323	321	319	323	324	299	298	368	294		394	413	442	407	375	441	321	316
Uganda	376	368	373	309	277	233	446	333	261	298	255	253	251	255	357	331	331	367	226		325	345	373	338	307	381	353	349
Zambia	294	286	292	227	301	258	364	251	285	216	279	277	275	279	275	249	249	318	250		350	369	396	363	331	391	272	267
Zimbabwe	319	311	316	251	288	245	388	275	273	240	267	264	262	266	299	274	273	342	237		337	356	385	350	319	392	296	291
Australia - Melbourne	147	140	178	126		315		137	344	117	334		344	329	160	147	147	219	314		235	214	174	279	244	186	158	158
Australia - Perth	147	139	151	103	336	298	92	113	319	94	316	314	274	304	134	124	124	195	303		280	258	221	328	292	231	131	135
Australia - Sydney	132	124	163	134	354	313	29	139	340	126	331	331	329	326	147	155	155	228	306		217	195	158	264	229	168	147	166
Bahrain - Bahrain	175	168	173	107	189	160	246	130	185	97	168	166	178	169	155	130	130	25	168		255	273	277	272	238	272	153	148
Belgium - Brussels	275	271	262	231	52	7	340	232	35	223	30	28	25	20	244	251	251	139	64		116	134	162	128	98	171	242	256
Bermuda - Bermuda	222	216	261	287	152	111	279	274	139	281	131	130	130	127	252	305	305	239	104		51	66	99	73	33	110	276	303
China - Beijing	87	84	86	80	299	254	189	60	270	75	279	277	271	254	67	95	96	177	272		243	222	189	290	254	187	66	93
China - Guangzhou	77	75	50	45	263	218	153	25	233	40	243	241	234	218	33	60	60	142	236		225	204	165	266	235	175	31	57
China - Shanghai	58	55	88	73	293	246	188	52	262	68	270	269	262	246	59	88	88	169	264		215	194	161	268	230	157	59	84
Czech Republic - Prague	281	277	265	242	71	19	354	239	39	235	49	47	42	25	249	262	262	151	29		129	146	173	140	109	182	246	268
Denmark - Copenhagen	281	277	265	240	68	17	351	238	38	234	45	44	12	23	247	260	259	148	26		125	143	170	137	106	180	245	266
Egypt - Cairo	321	317	304	275		65		275	78	268	75		78	63	287	295	295	192	68		165	182	217	181	148	222	284	300
France - Marseille	287	284	274	240	55	24	347	240	48	232	33	31	49	38	257	260	260	150	27		125	140	170	140	105	180	254	265
France - Paris	276	273	263	229	44	13	336	229	37	221	22	20	38	35	246	249	249	139	16		113	128	159	129	96	168	243	254

	Angola	Bolivia	Cameroon	DRC	Equatorial Guinea	Ghana	Ivory Coast	Kenya	Lesotho	Liberia	Madagascar	Mali	Mozambique	Nigeria	South Africa	Swaziland	Tanzania	Uganda	Zambia	Zimbabwe			
Germany - Dusseldorf	265	252	181	329	317	244	143	140	230	247	256	345	304	338	267	317	162	237	292	312	244	268	255
Germany - Frankfurt	268	256	184	332	321	247	147	143	234	251	260	348	307	342	270	321	165	240	296	316	247	272	259
Germany - Hamburg	261	248	177	325	313	240	139	136	226	243	252	340	300	334	263	313	158	232	288	308	240	264	251
Hong Kong - Hong Kong	328	218	392	405	288	455	354	351	306	267	467	315	308	329	267	333	315	208	290	299	332	250	274
Hungary - Budapest	282	270	199	347	335	262	161	158	248	265	274	362	321	356	285	335	180	254	310	330	262	286	273
India - Bangalore	335	226	321	413	296	384	283	280	314	275	397	323	316	347	275	341	302	216	298	307	340	258	282
India - Chennai	328	219	343	406	289	406	305	302	306	268	419	316	309	340	268	334	316	209	291	300	333	251	275
India - Delhi	385	278	326	465	348	389	288	285	365	327	402	375	367	399	327	393	307	268	350	359	389	310	334
India - Mumbai	362	254	308	441	324	371	270	267	342	303	384	351	344	375	303	369	289	244	326	335	368	286	310
Indonesia - Jakarta	307	197	406	384	267	469	368	365	284	246	481	294	287	318	246	312	294	187	269	278	311	229	253
Italy - Milan	279	267	196	344	332	259	158	155	245	262	272	360	319	353	282	332	177	252	307	327	259	283	270
Japan - Osaka	370	263	431	450	332	494	393	390	350	311	507	360	352	384	311	377	360	252	334	344	376	294	319
Japan - Tokyo	362	255	424	442	324	487	386	383	342	303	500	352	344	376	303	369	352	244	326	336	368	286	311
Korea - Seoul	367	260	432	447	329	495	395	392	347	308	508	357	349	381	308	375	357	250	331	341	373	292	316
Malaysia - Kuala Lumpur	305	195	401	382	264	464	363	360	282	243	476	292	284	316	243	310	292	185	267	276	309	227	251
Morocco - Rabat	296	285	214	362	350	277	176	173	263	280	289	377	336	371	300	350	195	269	325	345	277	301	288
Netherlands - Amsterdam	255	242	170	319	307	233	133	130	220	237	246	334	293	328	257	307	152	226	282	302	233	258	245
New Zealand - Auckland	436	333	488	519	402	551	450	447	420	381	564	429	422	453	381	447	429	322	404	413	446	364	388
Philippines - Manila	329	220	400	406	289	463	362	359	307	268	475	316	309	340	268	334	316	209	291	300	333	251	275
Poland - Warsaw	281	270	198	346	335	261	160	157	247	264	274	362	321	356	284	335	179	254	309	329	261	285	273
Singapore - Singapore	295	185	393	371	254	456	355	352	272	233	468	281	274	305	233	299	281	174	256	265	298	216	240
Spain - Barcelona	276	264	192	340	329	255	154	151	241	258	268	356	315	350	278	329	173	248	303	323	255	279	267
Spain - Madrid	273	261	190	338	326	253	152	149	239	256	265	353	312	347	276	326	171	245	301	321	253	277	264
Sweden - Stockholm	271	259	188	336	324	251	150	147	237	254	263	351	310	345	274	324	169	243	299	319	251	275	262
Switzerland - Zurich	275	263	192	340	328	255	154	151	241	258	267	355	314	349	278	328	173	247	303	323	255	279	266
Taiwan - Taipei	351	243	415	430	313	478	378	374	330	292	491	340	333	364	292	358	340	233	315	324	357	275	299
Thailand - Bangkok	327	218	420	405	287	483	382	379	305	266	496	315	307	339	266	332	315	207	289	299	331	249	274
Thailand - Nonthaburi	327	218	420	404	287	483	382	379	305	266	496	314	307	338	266	332	314	207	289	298	331	249	273
UAE - Dubai	382	287	304	452	356	367	263	353	335	379	383	376	408	335	401	285	276	358	368	367	310	342	342
UK - London	248	234	163	311	299	226	125	122	212	229	239	327	286	320	249	299	144	219	274	294	226	250	237
Ukraine - Kiev	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
USA - Chicago	342	334	262	410	399	325	225	221	312	329	338	426	385	420	348	399	243	318	374	394	325	350	337
USA - Dallas	361	353	282	430	418	345	244	241	331	348	357	445	404	439	368	418	263	337	393	413	345	369	356
USA - Los Angeles	388	365	310	458	434	373	273	269	360	377	386	461	433	468	396	447	291	354	422	442	373	396	385
USA - Miami	355	347	275	424	412	338	238	235	325	342	351	439	398	433	362	412	257	331	387	407	338	363	350
USA - New York	325	316	244	392	381	307	206	203	294	310	320	408	367	402	330	381	225	300	356	375	307	331	319
USA - San Francisco	395	360	318	466	429	381	280	277	367	384	393	456	441	475	404	454	299	349	429	441	381	391	392
Vietnam - Hanoi	348	240	413	427	309	476	375	372	327	288	488	337	329	361	288	354	337	230	311	321	353	272	296
Vietnam - Ho Chi Minh	344	235	425	422	305	488	387	384	323	284	500	332	325	356	284	350	332	225	307	316	349	267	291

IP Backbone Core RTD Targets in Milliseconds (ms) – Americas



RTD (ms)	Seattle (WA)	Portland (OR-WA)	San Francisco (CA)	San Jose (CA)	Los Angeles (CA)	Irvine (CA)	Denver (CO)	Chicago 1 (IL)	Chicago 2 (IL)	Detroit (MI)	Cincinnati (OH)	Toronto (ON)	Montreal	Boston (MA)	New York 1 (NY)	New York 2 (NY)	Newark (NJ)	Washington (DC)	Ashburn (VA)	Charlotte (NC)	Jacksonville (FL)	Miami (FL)	Atlanta 1 (GA)	Atlanta 2 (GA)	Memphis (TN)	Houston (TX)	Minneapolis (MN)	St Louis (MO)	Dallas (TX)	San Antonio (TX)	Phoenix (AZ)	Mexico	Colombia	Peru	Chile	Argentina	Brazil	Madrid
Seattle (WA)	0	47	21	23	32	32	54	76	76	83	83	90	98	101	96	96	96	102	102	113	120	101	88	88	79	74	87	83	68	75	41	88	113	155	207	239	222	205
Portland (OR-WA)	47	0	26	27	25	26	58	80	80	88	88	94	102	105	100	100	96	95	105	113	105	92	92	83	78	91	88	72	79	34	80	105	147	200	231	226	209	
San Francisco (CA)	21	26	0	2	10	11	33	55	55	62	62	69	77	80	75	75	81	80	91	98	80	67	67	58	53	66	62	47	54	19	66	91	133	185	217	201	184	
San Jose (CA)	23	27	2	0	9	9	34	56	56	63	63	70	78	81	76	76	76	82	82	93	100	79	66	66	57	52	67	61	46	53	18	65	90	132	184	216	202	185
Los Angeles (CA)	32	25	10	9	0	2	42	61	61	69	69	75	83	90	84	84	84	82	81	92	99	71	57	57	49	44	61	53	37	45	10	56	81	123	176	207	210	194
Irvine (CA)	32	26	11	9	2	0	44	62	62	70	70	76	84	91	86	86	86	83	82	93	100	72	58	58	50	45	62	54	38	46	11	57	82	124	177	208	212	195
Denver (CO)	54	58	33	34	42	44	0	26	26	33	33	39	48	51	46	46	46	52	52	62	70	79	69	69	61	56	36	33	50	33	52	98	123	165	218	205	172	155
Chicago 1 (IL)	76	80	55	56	61	62	26	0	0	8	8	14	23	26	20	20	27	27	37	45	54	44	44	36	31	11	8	25	8	52	117	142	184	212	180	146	130	
Chicago 2 (IL)	76	80	55	56	61	62	26	0	0	8	8	14	23	26	20	20	27	27	37	45	54	44	44	36	31	11	8	25	8	52	117	142	184	212	180	146	130	
Detroit (MI)	83	88	62	63	69	70	33	8	8	0	15	21	26	21	16	16	16	23	23	33	40	50	39	39	44	38	18	15	32	15	59	124	150	192	207	176	142	125
Cincinnati (OH)	83	88	62	63	69	70	33	8	8	15	0	21	27	23	17	17	17	24	24	34	41	51	40	40	44	38	18	15	32	15	59	124	150	192	208	177	143	126
Toronto (ON)	90	94	69	70	75	76	39	14	14	21	21	0	23	18	13	13	13	19	19	30	37	47	36	36	41	45	25	21	38	21	66	131	156	198	204	173	139	122
Montreal	98	102	77	78	83	84	48	23	23	26	27	23	0	15	10	10	10	16	16	27	34	44	33	33	38	53	33	30	47	53	74	139	164	206	201	170	136	119
Boston (MA)	101	105	80	81	90	91	51	26	26	21	23	18	15	0	6	6	6	12	12	23	30	39	29	29	34	52	36	33	46	53	73	145	171	213	197	165	137	115
New York 1 (NY)	96	100	75	76	84	86	46	20	20	16	17	13	10	6	0	0	0	7	7	17	25	34	24	24	29	47	31	28	40	48	68	140	165	207	192	160	126	110
New York 2 (NY)	96	100	75	76	84	86	46	20	20	16	17	13	10	6	0	0	0	7	7	17	25	34	24	24	29	47	31	28	40	48	68	140	165	207	192	160	126	110
Newark (NJ)	96	100	75	76	84	86	46	20	20	16	17	13	10	6	0	0	0	7	7	17	25	34	24	24	29	47	31	28	40	48	68	140	165	207	192	160	126	110
Washington (DC)	102	96	81	82	82	83	52	27	27	23	24	19	16	12	7	7	7	0	2	12	19	29	18	18	24	41	37	34	35	42	62	138	163	205	198	166	133	116
Ashburn (VA)	102	95	80	82	81	82	52	27	27	23	24	19	16	12	7	7	7	2	0	11	18	28	17	17	23	40	37	34	34	41	61	137	162	204	198	166	133	116
Charlotte (NC)	113	105	91	93	92	93	62	37	37	33	34	30	27	23	17	17	17	12	11	0	28	19	28	28	33	50	48	45	45	52	72	139	171	213	208	177	143	126
Jacksonville (FL)	120	113	98	100	99	100	70	45	45	40	41	37	34	30	25	25	25	19	18	28	0	9	35	35	40	39	55	52	42	50	70	129	160	202	216	184	151	134
Miami (FL)	101	105	80	79	71	72	51	54	54	50	51	47	44	39	34	34	34	29	28	19	9	0	45	45	46	31	58	50	34	41	61	120	152	194	225	194	160	143
Atlanta 1 (GA)	88	92	67	66	57	58	69	44	44	39	40	36	33	29	24	24	24	18	17	28	35	45	0	0	32	27	45	36	20	28	48	113	138	180	215	183	150	133
Atlanta 2 (GA)	88	92	67	66	57	58	69	44	44	39	40	36	33	29	24	24	24	18	17	28	35	45	0	0	32	27	45	36	20	28	48	113	138	180	215	183	150	133
Memphis (TN)	79	83	58	57	49	50	61	36	36	44	44	41	38	34	29	29	24	23	33	40	46	32	32	0	18	36	28	12	19	39	104	130	172	220	188	155	138	
Houston (TX)	74	78	53	52	44	45	56	31	31	38	38	45	53	52	47	47	41	40	40	50	39	31	27	27	18	0	31	23	7	14	34	99	124	166	219	206	173	156
Minneapolis (MN)	87	91	66	67	61	62	36	11	11	18	18	25	33	36	31	31	31	37	37	48	55	58	45	45	36	31	0	18	25	32	52	117	142	184	222	191	157	140
St Louis (MO)	83	88	62	61	53	54	33	8	8	15	15	21	30	33	28	28	28	34	34	45	52	50	36	36	28	23	18	0	16	24	44	109	134	176	219	187	154	137
Dallas (TX)	68	72	47	46	37	38	50	25	25	32	32	38	47	46	40	40	40	35	34	45	42	34	20	20	12	7	25	16	0	8	28	93	118	160	213	200	166	150
San Antonio (TX)	75	79	54	53	45	46	33	8	8	15	15	21	33	53	48	48	42	41	52	50	41	28	28	19	14	32	24	8	0	35	100	125	167	220	207	174	157	
Phoenix (AZ)	41	34	19	18	10	11	52	52	52	59	59	66	74	73	68	68	68	62	61	72	70	61	48	48	39	34	52	44	28	35	0	66	91	133	185	217	194	177
Mexico	88	80	66	65	56	57	98	117	117	124	124	131	139	145	140	140	140	138	137	139	129	120	113	113	104	99	117	109	93	100	66	0	137	179	231	263	280	263
Colombia	113	105	91	90	81	82	123	142	142	150	150	156	164	171	165	165	165	163	162	171	160	152	138	138	130	124	142	134	118	125	91	137	0	42	95	126	160	275
Peru	155	147	133	132	123	124	165	184	184	192	192	198	206	213	207	207	207	205	204	213	202	194	180	180	172	166	184	176	160	167	133	179	42	0	53	84	118	317
Chile	207	200	185	184	176	177	218	212	212	207	208	204	201	197	192	192	192	198	198	208	216	225	215	215	220	219	222	219	213	220	185	231	95	53	0	32	66	301
Argentina	239	231	217	216	207	208	205	180	180	176	177	173	170	165	160	160	160	166	166	177	184	194	183	183	188	206	191	187	200	207	217	263	126	84	32	0	34	269
Brazil	222	226	201	202	210	212	172	146	146	142	143	139	136	132	126	126	126	133	133																			

IP Backbone Core RTD Targets in Milliseconds (ms) - Africa

RTD	Botswana	Capetown	Djibouti	DRC	Equatorial Guinea	Ghana	Kenya Coast	Kenya	Lesotho	Liberia	Madagascar	Malawi	Maldives	Malawi	Mozambique	Namibia	Nigeria	South Africa	Swaziland	Tanzania	Uganda	Zambia	Zimbabwe	Singapore	UK
Angola	110	390	290	195	435	250	300	155	110	405	190	130	145	230	150	220	100	165	150	190	125	115	235	245	
Botswana		390	175	95	430	125	325	95	50	440	85	90	85	70	100	145	40	100	90	115	85	55	175	230	
Capetown			415	425	505	285	280	325	360	375	410	410	385	360	410	285	350	265	425	345	340	370	590	150	
Djibouti				225		325	420	110	180	515	225	225	210	185	225	425	165	210	200	130	195	185	340	295	
DRC					490	290	360	130	100	505	105	135	130	125	140	418	60	130	125	155	85	110	240	280	
Equatorial Guinea						325	325	410	425	475	520	480	510	445	490	345	415	470	485	430	445	435	630	210	
Ghana							290	125	340	170	170	180	275	170	45	120	155	280	225	140	125	355	150		
Kenya Coast								330	320	355	370	370	350	340	360	345	310	370	385	335	340	390	525	170	
Kenya									95	420	135	135	125	100	130	330	85	115	115	50	110	100	255	200	
Lesotho										430	85	80	85	70	85	145	40	80	80	115	65	55	220	215	
Liberia											530	490	525	455	235	355	425	480	500	435	455	445	840	225	
Madagascar												190	130	180	150	100	175	165	195	130	120	265	310		
Malawi													120	110	130	195	80	115	130	180	100	85	280	270	
Maldives														175	245	105	140	145	210	125	125	270	305		
Mozambique															105	265	85	95	95	120	80	75	320	235	
Namibia																	200	95	155	145	170	110	285	280	
Nigeria																		125	175	410	345	145	265	135	
South Africa																			70	80	105	45	165	205	
Swaziland																				120	150	100	115	240	260
Tanzania																					135	165	95	250	275
Uganda																						130	120	280	210
Zambia																							85	305	235
Zimbabwe																								225	225
Singapore																									420

Table with 3 columns and 1 header row		

PART B – ROUND TRIP DELAY SERVICE LEVEL TARGETS- BETWEEN TWO CUSTOMER SITES

Access round trip delays in Milliseconds (ms)

Minimum access speed	Premium CoS	Enhanced CoS	Standard 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 Annex A, Part A.

PART C – ROUND TRIP DELAY SERVICE LEVEL TARGETS - EXTENDED ACCESS

1. Round Trip Delays in Milliseconds (ms) for Cable & Wireless Communications (Caribbean):

	Antigua	Barbados	BVI	Cayman	Dominica	Grenada	Jamaica	St. Kitts	St. Lucia	Miami NNI	NY NNI
Antigua		8	5	52	3	12	59	8	5	28	58
Barbados	13		13	60	8	17	68	17	3	36	66
BVI	5	13		47	8	17	53	4	10	23	53
Cayman	52	60	47		55	64	54	50	57	23	53
Dominica	3	11	8	55		9	8	11	7	31	61
Grenada	12	20	17	64	9		63	20	8	40	70
Jamaica	58	68	53	8	63	70		57	63	30	60
St. Kitts	8	17	3	50	11	20	57		13	27	56
St. Lucia	5	13	10	57	8	7	63	13		33	63
Miami NNI	28	37	24	24	32	41	32	28	33		30
NY NNI	59	65	53	54	62	71	63	56	63	30	

2. Round Trip Delays in Milliseconds (ms) for Telefonica (Latin America):

	Bogota	Buenos Aires	Lima	Miami NNI	Mexico	Sao Paulo	Chile	London NNI
Bogota		265	184	108	166	264	237	270
Buenos Aires	265		110	187	261	50	57	332
Lima	184	110		101	171	165	59	249
Miami NNI	108	187	101		73	163	144	59
Mexico	166	261	171	73		237	333	188
Sao Paulo	264	50	165	163	237		105	308
Chile	237	57	59	144	333	105		297
London NNI	270	332	249	59	188	308	297	

3. Round Trip Delay in Milliseconds (ms) for China Telecom (China)

	East China	Central China	West China
East China	120	200	320
Central China	200	200	320
West China	320	320	320

4. Round Trip Delay in Milliseconds (ms) for Telekom (Malaysia)

	Malaysia	Singapore	Indonesia	Hong Kong	Egypt	Bahrain	London	New York	Los Angeles	Sri Lanka
Malaysia		25	40	60	170	170	250	310	250	85

Singapore	25		50	80	180	180	250	310	250	95
Indonesia	40	50		90	200	200	270	340	280	105
Hong Kong	60	80	90		230	230	300	370	270	130
Egypt	170	180	200	230		180	410	480	380	250
Bahrain	170	180	200	230	180		410	480	380	250
London	250	250	270	300	410	410		90	170	300
New York	310	310	340	370	480	480	90		90	370
Los Angeles	250	250	280	270	380	380	170	90		270
Sri Lanka	85	95	105	130	250	250	300	370	270	

5. Round Trip Delay in Milliseconds (ms) for Batelco (Middle East)

Region	Real time	Mission critical	Standard data
Gulf region	<=35 ms	<=40 ms	<=50 ms
Middle East region	<=45 ms	<=50 ms	<=55 ms

6. Round Trip Delay in Milliseconds (ms) for other carriers

Carrier	Countries	Round Trip Delay
Telecom Italia Sparkle (European Countries)	Between the following countries: Croatia, Cyprus, Greece (Athens), Italy, Malta, Serbia (Belgrade), Slovenia (Ljubljana), Tunisia (Tunis, Bizerte), Turkey (Istanbul, Ankara)	60 ms
Beeline (Russia)	Intra-Russia	150 ms
Softbank Telecom (Japan)	Intra-Japan	35 ms
Telus (Canada)	Intra-Canada:	70 ms
	Canada-NY & LA NNIs	120ms
Sprint (USA)	Intra-USA	55 ms
Tawasul (Middle East)	Between Kuwait; Oman; Qatar; & Saudi Arabia	60ms

ANNEX B TO APPENDIX 2

IP-VPN MANAGED SERVICES

EXTENDED ACCESS (EA) COUNTRY GROUPS

Extended Access Group 1		
China	Asia	China Telecom
Antigua	Caribbean	Cable & Wireless
Barbados	Caribbean	Cable & Wireless
British Virgin	Caribbean	Cable & Wireless
Cayman	Caribbean	Cable & Wireless
Dominica	Caribbean	Cable & Wireless
Grenada	Caribbean	Cable & Wireless
Jamaica	Caribbean	Cable & Wireless
St. Kitts	Caribbean	Cable & Wireless
St. Lucia	Caribbean	Cable & Wireless
St. Vincent	Caribbean	Cable & Wireless
Italy	Europe	TIS
Bahrain	Middle East	Batelco
Canada	North America	Telus
USA	North America	Sprint
Russia	Russia / CIS	Beeline

Extended Access Group 3		
Indonesia	Asia	Telekom Malaysia
Malaysia	Asia	Telekom Malaysia
Ecuador	Central & South	TIWS
Guatemala	Central & South	TIWS
Venezuela	Central & South	TIWS
Jordan	Middle East	Batelco
Kuwait	Middle East	Batelco
Qatar	Middle East	Batelco
Saudi Arabia	Middle East	Batelco
Bahrain	Middle East	Tawasul
Kuwait	Middle East	Tawasul
Oman	Middle East	Tawasul
Qatar	Middle East	Tawasul
Saudi Arabia	Middle East	Tawasul

Extended Access Group 2		
Bangladesh	Asia	Tata
Australia	Asia	Optus
Indonesia	Asia	PT Telkom
Argentina	Central & South	TIWS
Brazil	Central & South	TIWS
Chile	Central & South	TIWS
Colombia	Central & South	TIWS
México	Central & South	TIWS
Perú	Central & South	TIWS
Denmark	Europe	TDC
Finland	Europe	TDC
Norway	Europe	TDC
Sri Lanka	Asia	Tata
Sweden	Europe	TDC

Reasonable Endeavours		
Japan	Asia	SoftBank Telecom

ANNEX C TO APPENDIX 2

IP-VPN MANAGED SERVICES

1. Coverage Bands

For the purposes of this Service Schedule, the Coverage Bands shall include the locations in the tables below and stated for Service Availability and incident resolution Time (MTTR) separately. We may on a case by case basis determine if the service is available in any of the locations. If Vodafone are able and willing to provide service in any of these locations, then prior to the relevant Order being placed it must be confirmed in writing by Vodafone.

PoP Country	PoP Location	Region	Coverage Band
Angola	Luanda	Africa	RE
Australia	Brisbane	APAC	A
Australia	Melbourne	APAC	A
Australia	Perth	APAC	A
Australia	Sydney	APAC	A
Austria	Vienna	Europe	A
Bahrain	Manama	Middle East	C
Belgium	Brussels	Europe	A
Botswana	Gaborone	Africa	D
Brazil	Rio de Janeiro	LATAM	B
Cameroon	Douala	Africa	RE
China	Guangzhou	APAC	B
China	Shanghai	APAC	B
Cote D'Ivoire	Abidjan	Africa	RE
Czech Republic	Prague	Europe	A
Denmark	Copenhagen	Europe	A
Djibouti	Djibouti	Africa	RE
DRC	Kinshasa	Africa	D
DRC	Lubumbashi	Africa	D
Egypt	Cairo	Africa	C
Equatorial Guinea	Malabo	Africa	RE
Ethiopia	Addis Ababa	Africa	RE
France	Marseille	Europe	A
France	Paris	Europe	A
Germany	Dusseldorf	Europe	A
Germany	Frankfurt	Europe	A
Germany	Hamburg	Europe	A
Ghana	Accra	Africa	D
Hong Kong	Hong Kong	APAC	A
Hungary	Budapest	Europe	A
India	Bangalore	APAC	B

India	Chennai	APAC	B
India	Delhi	APAC	B
India	Mumbai	APAC	B
India	Pune	APAC	B
Indonesia	Jakarta	APAC	B
Ireland	Armagh	Europe	A
Ireland	Dublin	Europe	A
Ireland	Lisburn	Europe	A
Ireland	London Derry	Europe	A
Ireland	Omagh	Europe	A
Ireland	Portadown	Europe	A
Ireland	Strabane	Europe	A
Italy	Milan	Europe	A
Japan	Osaka	APAC	A
Japan	Tokyo	APAC	A
Kenya	Mombasa	Africa	D
Kenya	Nairobi	Africa	D
Lesotho	Maseru	Africa	RE
Liberia	Monrovia	Africa	RE
Madagascar	Antannarivo	Africa	RE
Malawi	Blantyre	Africa	RE
Malaysia	Kuala Lumpur	APAC	B
Mauritius	Ebene	Africa	RE
Morocco	Rabat	Africa	C
Mozambique	Maputo	Africa	RE
Namibia	Windhoek	Africa	RE
Netherlands	Amsterdam	Europe	A
Nigeria	Lagos	Africa	RE
Oman	Wattayah	Middle East	D
Philippines	Manila	APAC	B
Poland	Warsaw	Europe	A
Portugal	Lisbon	Europe	A
Russia	Moscow	Europe	B
Singapore	Singapore	APAC	A
South Africa	Johannesburg	Africa	B
Spain	Barcelona	Europe	A
Spain	Madrid	Europe	A
Swaziland	Mbabane	Africa	RE
Sweden	Stockholm	Europe	A
Switzerland	Zurich	Europe	A
Taiwan	Taipei	APAC	A
Tanzania	Dar Es Salaam	Africa	B
Thailand	Bangkok	APAC	B
Thailand	Nonthaburi	APAC	B
Turkey	Istanbul	Europe	C

UAE	Abu Dhabi	Middle East	D
UAE	Dubai	Middle East	D
Uganda	Kampala	Africa	D
Ukraine	Kiev	Europe	A
United Kingdom	All locations	Europe	A
USA	Atlanta	US	A
USA	Boston	US	A
USA	Charlotte	US	A
USA	Chicago	US	A
USA	Dallas	US	A
USA	Denver	US	A
USA	El Segundo	US	A
USA	Houston	US	A
USA	Jacksonville	US	A
USA	Los Angeles	US	A
USA	Memphis	US	A
USA	Miami	US	A
Canada	Montreal	US	A
USA	New York	US	A
USA	Pheonix	US	A
USA	Portland	US	A
USA	San Francisco	US	A
USA	San Jose	US	A
USA	Seattle	US	A
Canada	Toronto	US	A
USA	Washington D.C	US	A
Zambia	Lusaka	Africa	RE
Zimbabwe	Harare	Africa	D

2. SISA Bands

2.1 For the purposes of the Service Agreement, the SISA Bands shall include the locations in the tables below. Vodafone may, on a case by case basis, determine if the Service is available in any of the locations. If Vodafone are able and willing to provide Service in any of these locations, then prior to the relevant Order being placed it must be confirmed in writing by Vodafone.

A	B	C	D
Austria	Albania	Afghanistan	American Samoa
Belgium	Algeria	Angola	Belize
Bulgaria	Andorra	Anguilla	Benin
Denmark	Australia	Antigua and Barbuda	Bolivia
Finland	Azerbaijan	Argentina	Brazil
Germany	Bahrain	Armenia	Central African Republic
Hong Kong	Bosnia and Herzegovina	Bahamas	Chad
Japan	Cambodia	Bangladesh	Congo, Dem. Rep. (former Zaire)
Netherlands	Cameroon	Barbados	Cuba
Norway	Canada	Belarus	Djibouti

Singapore	China	Bermuda	Dominican Republic
South Korea	Costa Rica	Bhutan	East Timor
Sweden	Croatia	Botswana	Equatorial Guinea
Switzerland	Czech Republic	Brunei Darussalam	Eritrea
United Kingdom	Ecuador	Burkina Faso	French Guiana
	Egypt	Burundi	French Polynesia
	El Salvador	Cape Verde	Gambia
	Estonia	Cayman Islands	Guinea
	France	Chile	Guinea-Bissau
	Guatemala	Colombia	Guyana
	Honduras	Congo	Liberia
	Hungary	Cyprus	Mauritania
	Iceland	Dominica	Mauritius
	Ireland	Ethiopia	Mexico
	Israel	Faroe Islands	Myanmar
	Italy	Fiji	Nepal
	Jordan	Gabon	New Caledonia
	Kuwait	Georgia	Niger
	Latvia	Ghana	Northern Mariana Islands
	Lebanon	Gibraltar	Palau
	Lithuania	Greece	Papua New Guinea
	Luxembourg	Grenada	Paraguay
	Macedonia	Guadeloupe	Saint Barthélemy
	Malaysia	Guam	Saint Kitts and Nevis
	Malta	Guernsey	Saint Lucia
	Moldova	Haiti	Saint Vincent and the Grenadines
	Monaco	India	Sierra Leone
	Morocco	Indonesia	Solomon Islands
	Nicaragua	Iran	South Sudan
	Oman	Iraq	Suriname
	Panama	Isle of Man	Swaziland
	Portugal	Ivory Coast	Togo
	Qatar	Jamaica	Trinidad and Tobago
	Romania	Jersey	Turks and Caicos Islands
	Russia	Kazakhstan	Virgin Islands (British)
	San Marino	Kenya	Virgin Islands (U.S.)
	Saudi Arabia	Kyrgyzstan	Zambia
	Serbia	Laos	Zimbabwe
	Slovakia	Libya	
	Slovenia	Liechtenstein	
	Spain	Macau	
	Taiwan	Madagascar	
	Tunisia	Malawi	
	Turkey	Maldives	
	United Arab Emirates	Mali	
	United States	Martinique	
	United States (Alaska)	Mongolia	
	United States (Hawaii)	Montenegro	
	Venezuela	Montserrat	
	Vietnam	Mozambique	
		Namibia	
		Netherlands Antilles (Aruba)	
		Netherlands Antilles (Bonaire)	
		Netherlands Antilles (Curacao)	

		Netherlands Antilles (St. Maarten)	
		New Zealand	
		Nigeria	
		Pakistan	
		Palestine	
		Peru	
		Philippines	
		Poland	
		Puerto Rico	
		Reunion	
		Rwanda	
		Senegal	
		Serbia (Kosovo)	
		Seychelles	
		South Africa	
		Sri Lanka	
		Sudan	
		Syria	
		Tajikistan	
		Tanzania	
		Thailand	
		Uganda	
		Ukraine	
		Uruguay	
		Uzbekistan	
		Yemen	

SCHEDULE 4 — COMMERCIAL TERMS

THESE COMMERCIAL TERMS SHALL APPLY TO THE SPECIFIC SERVICES IN ADDITION TO THE GENERAL TERMS (SCHEDULE 1).

PART 1 OF SCHEDULE 4 – IP-VPN MANAGED SERVICES COMMERCIAL TERMS

1. General Terms And Conditions

Service Agreement Commencement Date	1 April 2016 All commercial terms shall take effect from the Service Agreement Commencement Date and Vodafone may commence billing from this date for the reasons set out in the Services Agreement.
Service Commencement Date	The Delivery Date. The Parties agree that each Service component and each Customer Site may have a different Service Commencement Date. Vodafone shall commence billing (or continue billing where Services and/or Equipment have already commenced) from the Service Commencement Date.
Initial Term	12 months from the relevant Service Commencement Date.
Renewal Term (if applicable)	Up to a maximum of 12 months as detailed below. Unless the Service is terminated earlier in accordance with the Services Agreement, the Service shall continue for a successive period of 6 months from the end of the Initial Term ("First Renewal Term"). The Customer may at its option during the First Renewal Term provide 60 days' written notice, such notice to expire at the end of the end of the First Renewal Term, to extend the Service for a further successive 6 month period from the end of the First Renewal Term ("Second Renewal Term"). Unless otherwise agreed by the Parties in writing the Service may not be renewed beyond the expiry of any Second Renewal Term.
Currency	All pricing is based in £ GBP and is exclusive of all local applicable taxes
Invoice	Monthly
Payment Terms	30 days from date of invoice
Payment Method	BACS/Electronic Transfer
Territories of Service and solution type per territory:	UK
Order forming the local contract	The Parties agree that the Customer or Customer Group Company may place an Order. This Order will form a local contract between the Customer (or Customer Group Company) and Vodafone (or Vodafone Group Company). The Order shall be subject to the terms of the Service Terms, Commercial Terms, Data Protection Terms and General Terms and once executed will form the Services Agreement for the Service.
Charges Credit	Prior to entering into the Services Agreement the Customer was receiving WAN services from Vodafone pursuant to order placed under a framework agreement originally made between The Commission for Healthcare Audit and Inspection (Healthcare Commission) and Thus plc, both dated 27 August 2008 ("Original Agreement"). After expiry of the Original Agreement the Parties agreed that the Customer would continue to receive services on the terms of this Services Agreement, effective as of the retrospective Service Agreement Commencement Date. Pending signature of the Services Agreement the Parties continued to apply charges for the Circuits set out in Appendix 1 in accordance with the Original Agreement ("Original

	<p>Circuit Charges”) and payment of Charges under the Services Agreement is therefore subject to the remainder of this section. Upon execution by both Parties of the Services Agreement Vodafone shall calculate the difference between the Circuit Charges set out at Appendix 1 and the Original Circuit Charges for the period from 1 April 2016 to the date of signature of the Services Agreement (“Savings”). Vodafone shall credit the Customer 50% of the Savings (less any Original Circuit Charges due but not paid) when billing commences in accordance with these commercial terms. The Customer shall only be entitled to be credited for the remaining 50% of the Savings in the event that the Service continues until the expiry of the First Renewal Term as set out above. In the event the Service terminates earlier than the expiry of the First Renewal Term (which for the avoidance of doubt includes termination pursuant to “Automatic Termination” below) Vodafone shall retain the remaining 50% of the Savings.</p>
<u>Automatic Termination</u>	<p>At the date of the Services Agreement Vodafone is participating in the Customer’s invitation to tender for provision of WAN services, reference RM1045-CQC ICTC 642 (“ITT”). In the event Vodafone is awarded a call-off contract pursuant to the ITT the Parties agree that as of the “the Call-Off Commencement Date” of such call-off contract the IP-VPN Managed Service provided under the Service Agreement shall automatically terminate by mutual consent.</p>

2. **Recovery Charges**

<p>Recovery Charge – When to pay</p>	<p>The Customer agrees to pay the Recovery Charge if:</p> <ul style="list-style-type: none"> (a) for each Customer Site, the Service (including for new Services and Configuration Changes) is terminated prior to the Service Commencement Date; (b) for each Customer Site, the Service is terminated before the expiry of the Initial Term; and/or (c) for each Customer Site, the Service is terminated before the expiry of a Renewal Term. <p>The Customer shall pay the Recovery Charge to Vodafone within 30 days of the date on the invoice.</p>												
<p>Recovery Charge – how to calculate</p>	<p>Details of how to calculate an applicable Recovery Charge are as follows:</p> <ul style="list-style-type: none"> (a) Termination of a Service before the Service Commencement Date: <ul style="list-style-type: none"> i. The Recovery Charge shall be calculated as a percentage of the installation Charges for the particular Customer Site(s) terminated, depending on the number of days prior to the Agreed Delivery Date that the Customer’s notice of termination is received by Vodafone, according to the following table: <table border="1" style="margin-left: 40px;"> <thead> <tr> <th>Number of Working Days before Agreed Delivery Date</th> <th>Percentage of Installation Charges payable</th> </tr> </thead> <tbody> <tr> <td>1 to 10</td> <td>100%</td> </tr> <tr> <td>11 to 20</td> <td>75%</td> </tr> <tr> <td>21 to 30</td> <td>50%</td> </tr> <tr> <td>31 to 40</td> <td>25%</td> </tr> <tr> <td>>40</td> <td>0%</td> </tr> </tbody> </table> 	Number of Working Days before Agreed Delivery Date	Percentage of Installation Charges payable	1 to 10	100%	11 to 20	75%	21 to 30	50%	31 to 40	25%	>40	0%
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>40	0%												

	<ul style="list-style-type: none"> ii. If the Service Commencement Date occurs later than the Agreed Delivery Date, the Recovery Charge for a notice of termination received by Vodafone from the Customer during this period shall be calculated as 100% of the installation Charges. iii. Where installation Charges are discounted or not payable by the Customer, the Customer shall pay Vodafone's reasonable costs incurred as a result of such termination. <p>(b) Termination of a Service before the expiry of the Initial Term: The Recovery Charge shall be calculated as:</p> <ul style="list-style-type: none"> i. 100% of all non-recurring Charges and the aggregate of all Recurring Charges payable by Customer to Vodafone in accordance with the Services Agreement from the date of termination to end of the first year of the Initial Term; and ii. 80% of all Recurring Charges from the end of the first year of the Initial Term or the date of termination (whichever is later) to the end of the Initial Term. <p>(c) Termination of a Service within a Renewal Term: The Recovery Charge shall be calculated as:</p> <ul style="list-style-type: none"> i. 80% of the aggregate monthly recurring port Charge and quality of service ("QoS") Charges that would have been payable from the date of termination to the end of the Renewal Term; and ii. 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 Period.
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3. Additional Charges

Modification of the Service and Configuration Changes	<p>(a) If the Service is modified (including, changes in Customer Site address, service type, point of presence and/or presentation, Configuration Changes, changes which are necessary as a result of Customer providing inaccurate or incomplete information, and/or where a third party has changed its Charges to Vodafone in accordance with clause 2.4) before or after the Service Commencement Date, Vodafone may amend its Charges, charge Customer its reasonable costs which result from such modification and, for a Configuration Change, make an additional one-off Charge</p> <p>(b) If such modification occurs before the Service Commencement Date, in addition to the above actions, Vodafone may amend the Agreed Delivery Date.</p>
Suspension	<p>(a) If a Service is suspended (in whole or part) under clause 12.2 (Suspension) of the General Terms, and the Customer cures the cause of such Service suspension, Vodafone will resume the Service once the Customer pays any reconnection Charge specified in the Service Terms or, if no such Charge is specified, the Customer shall reimburse Vodafone for all reasonable costs and expenses incurred by Vodafone in resuming the Service.</p> <p>(b) Vodafone may terminate the Services Agreement under clause 13.2 of the General Terms (Ending the Agreement for Cause) if the Customer does not cure the cause of a Service suspension or does not pay the associated additional Charges for Vodafone resuming the Service.</p>
Cancellation of Equipment Installation	<p>If the Customer cancels the installation of any Equipment within 72 hours of the advised installation date:</p> <p>(a) the Customer shall, nonetheless, pay the installation Charges set out in the Services Agreement for such cancelled installation; and</p>

	(b) Vodafone may terminate the affected Service Terms, without having any liability to the Customer or without prejudice to Vodafone's other rights or remedies set out in the Services Agreement.																															
Aborted site visit	Where Customer fails to comply with clause 3.6 (Customer Sites - Vodafone Obligations) of the Service Terms, Vodafone shall charge Customer for each aborted Customer Site installation visit and any necessary survey, planning and design work which results from such failure. The relevant Charges that may be charged by Vodafone are set out in the table below (as amended and notified to the Customer from time to time).																															
Ancillary Charges	<p>Vodafone may charge the Customer for any ancillary, excess, construction or miscellaneous Charges charged to Vodafone by third party licensed operators (for example, BT Openreach) necessary for the provision and support of the Services ("Ancillary Charges"), only where such Charges are notified and agreed with the Customer in advance. A non-exhaustive list of the relevant Ancillary Charges that may be relevant are set below:</p> <table border="1"> <thead> <tr> <th rowspan="2">Ancillary Charges</th> <th rowspan="2">Description</th> <th colspan="2">Charges</th> </tr> <tr> <th>Europe</th> <th></th> </tr> </thead> <tbody> <tr> <td>Customer Site visit</td> <td>Customer Site visit required in respect of an Incident not caused by Vodafone.</td> <td rowspan="9"></td> <td></td> </tr> <tr> <td>Aborted Customer Site visit</td> <td>Vodafone cannot gain access to a Customer Site to undertake the required work</td> <td></td> </tr> <tr> <td>Aborted Engineer Visit</td> <td>Customer has cancelled the appointment less than [1] days] before the scheduled engineer visit or the engineer has not been permitted entry to the Customer Site.</td> <td></td> </tr> <tr> <td>Out of hours engineer visit</td> <td>Customer requires out of hours (regional 8.30-5.30 Monday to Friday) Site Visit.</td> <td></td> </tr> <tr> <td>Out of hours commissioning services</td> <td>Customer requires out of hours (regional 8.30-5.30 Monday to Friday) visit</td> <td></td> </tr> <tr> <td>Incident not Found</td> <td>Customer has reported an Incident which lies within the configuration of the services provided by the Customer or its third party. It is not within the Vodafone's domain.</td> <td></td> </tr> <tr> <td>Engineer visit - Vodafone/Customer Equipment failure</td> <td>Incident found within the Services provided by Vodafone.</td> <td></td> </tr> <tr> <td>Engineer visit - Customer failure</td> <td>Incident found with the Customer domain.</td> <td></td> </tr> </tbody> </table>	Ancillary Charges	Description	Charges		Europe		Customer Site visit	Customer Site visit required in respect of an Incident not caused by Vodafone.			Aborted Customer Site visit	Vodafone cannot gain access to a Customer Site to undertake the required work		Aborted Engineer Visit	Customer has cancelled the appointment less than [1] days] before the scheduled engineer visit or the engineer has not been permitted entry to the Customer Site.		Out of hours engineer visit	Customer requires out of hours (regional 8.30-5.30 Monday to Friday) Site Visit.		Out of hours commissioning services	Customer requires out of hours (regional 8.30-5.30 Monday to Friday) visit		Incident not Found	Customer has reported an Incident which lies within the configuration of the services provided by the Customer or its third party. It is not within the Vodafone's domain.		Engineer visit - Vodafone/Customer Equipment failure	Incident found within the Services provided by Vodafone.		Engineer visit - Customer failure	Incident found with the Customer domain.	
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	Expedited Orders	Customer wishes to expedite an Order.	Price on request.	
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4. Standard Charges

The Charges will be set out in the Customer's Order for each Customer Site and will consist and be billed as follows:

Recurring Charges	<p>Means the recurring Charges payable by Customer in relation to the Service as described in these Commercial Terms and detailed in the Customer's Order, excluding one-off charges, equipment and accessories charges and in life professional services, and consist of the following:</p> <ul style="list-style-type: none"> (a) Monthly port and access circuit Charges (as applicable) will be invoiced one calendar month in advance. (b) Monthly CoS, management and maintenance Charges will be billed one calendar month in advance; (c) Monthly Charges for any service options (set out in Section 2 of Appendix 1) set selected in the Customer's Order will be billed one calendar month in advance.
One Off Charges and Equipment Charges	<p>Means the non-recurring Charges payable by Customer in relation to the Service and/or Equipment as described in these Commercial Terms and detailed in the Customer's Order, and consist of the following:</p> <ul style="list-style-type: none"> (a) Port and access circuit installation Charges (as applicable) cover the cost of providing access for each of the Customer Sites to the Backbone and will appear on the first invoice after the applicable Service is ordered. (b) Installation Charges apply for a Vodafone Supplied Router and will appear on the first invoice after the applicable Equipment is ordered. (c) Set-up charges for Service options (set out in Section 2 of Appendix 1) will appear on the first Customer invoice after those options are ordered; (d) Vodafone will be entitled to make an additional one-off charge for each Configuration Change and will appear on the first Customer invoice after Configuration Change is ordered. (e) Other one-off Charges, agreed in advance with the Customer, for support of the IP-VPN Managed Services, will be billed for as incurred by Vodafone.
Professional Services Charges	Price on request.

Appendix 1
Recurring Charges

Site	Circuit Ref	Circuit Speed	Tail	Monthly Recurring Charges
NE1 4WH	3C00639500	100 MB/100 MB	Existing Vodafone Fibre	
NE1 4WH	3C00561697	100 MB/100 MB	BT - Ethernet Access Direct (LA)	
BS1 4JA	3C00639115	100 MB/30 MB	New Vodafone Fibre	
B4 7LF	3C01767589	100 MB/20 MB	New Vodafone Fibre	
LS14 6UF	3C00639204	100 MB/20 MB	New Vodafone Fibre	
PR1 1 RA	3C00640056	100 MB/20 MB	New Vodafone Fibre	
NG1 6LP	3C01256613	100 MB/20 MB	New Vodafone Fibre	
M50 2UW	3C00282838	100 MB/60 MB	Existing Vodafone Fibre	
NG80 1DP	3C00729680	1000 MB/400 MB	Existing Vodafone Fibre	
NG6 8UY	3C00729336	1000 MB/400 MB	Virgin Media - EEP	
SW1W 9SZ	3C01955273	100 MB/100 MB	Existing Vodafone Fibre	
SW1W 9SZ	3C02563721	100 MB/100 MB	BT - Ethernet Access Direct (LA)	
SW1W 9SZ	3C01955273	100 MB/100 MB	Existing Vodafone Fibre	

