

Version Date: 30 March 2020

**1. GENERAL**

**1.1 Service Summary:** Vodafone Global SIP Trunking Service (the "Service") provides Customer Voice over IP (VoIP) trunks to support inbound and outbound calls from Customer's IP endpoints, connecting the Customer's IP Private Branch Exchange (PBX), whether on premise or in a data centre, to the Public Switched Telephone Network (PSTN) or Public Land Mobile Network (PLMN) through Vodafone's global IP network. In connection with the Service, Customer may also purchase as an optional Service Element Equipment as described in these terms. The term 'Service' will include each optional Service Element.

**1.2 Structure and Precedence:** Notwithstanding any terms in any framework agreement between the Parties, these Service Terms apply to the Service and include or are governed by the following documents and if there are any conflicting terms in these Service Terms, the following order of precedence applies (highest level of precedence first): (a) each Order; (b) the Customer Agreement; (c) Extra Service Terms, if applicable to the specific Service Element; (d) the Service Terms; and (e) the General Terms.

**2. CONDITIONS OF USE**

**2.1 Customer Prerequisites:** Customer must provision and maintain the minimum Customer network, technology systems, services and/or products set out below ("Customer Prerequisites") to receive Service. Vodafone is not responsible for any performance or non-performance issues with the Service caused by the Customer Prerequisites or Customer failing to comply with the Customer Prerequisites. If Customer fails to provision or maintain the Customer Prerequisites, Vodafone may terminate the Service and apply a Recovery Charge.

Item	Customer Prerequisite
Connectivity	IP connectivity between Customer LAN/WAN to the Vodafone MPLS PoPs in the relevant region using Vodafone's IP VPN access.
Capacity	Sufficient Bandwidth on LAN and WAN to carry required number of voice calls
Quality	LAN and WAN is QOS enabled and configured to treat IP Voice traffic as a priority over non voice traffic
Numbering	Numbers that are used in an existing service which may be ported
Customer Equipment	Customer's IP PBX / Call manager deployed, configured and IP connectivity to it established.
Customer Equipment	Connectivity between the IP-PBX and E-SBC (when selected) on the Customer LAN/WAN is established.

**2.2 Site Survey:** Vodafone may require a Site Survey prior to delivery of a Service Element. Customer will permit Vodafone or its subcontractors to conduct Site Surveys as necessary and Customer will complete the required preparatory work as detailed in the Site Survey report.

**2.3 Mandatory Accompanying Service:** In order to receive the Service, Customer must purchase from Vodafone and maintain the following "Mandatory Accompanying Service": Vodafone IP-VPN Service. If Customer fails to purchase or maintain the Mandatory Accompanying Service, Vodafone may terminate the Service and charge Customer any applicable Recovery Charge.

**2.4 Third Party Providers:** Service Elements may be provided by a Third Party Provider. Terms and conditions relevant to those Service Elements are set out in the Extra Service Terms. Vodafone will use a Third Party Provider or Vodafone Group Company that has the necessary authority to provide a Service Element where required by Applicable Law. Vodafone may novate any Customer Agreements as required in order to comply with Applicable Law.

**2.5 Customer Sites - Customer Obligations:** For the purposes of preparing for and delivery of the Service, Customer agrees to: (a) have in place (or assist Vodafone to do so at Customer's cost) all third party consents necessary to allow Vodafone or its subcontractors to: (i) access Customer Sites, Equipment, and third party property; and (ii) install, configure or maintain Equipment on Customer Sites or third party property; (b) provide secure storage for Equipment sent to Customer Sites; (c) prepare Customer Sites in accordance with Vodafone's instructions; and (d) ensure that Customer Sites are safe and represent a suitable working environment; and (e) when possible, give

Vodafone 10 Working Days' notice of any event (such as power disconnection) that will disrupt the Service or affect the Equipment.

**2.6 Customer Sites - Vodafone Obligations:** Vodafone will: (a) comply with any reasonable Customer Site access and security procedures disclosed to Vodafone in advance; and (b) deliver installation and maintenance work: (i) during Working Hours, when the work does not involve any suspension of the Service; or (ii) subject to additional charge notified to Customer in advance, outside of Working Hours if requested by Customer or if Vodafone is unable to deliver the works during Working Hours for reasons outside of Vodafone's control.

**2.7 Security Obligations:** Customer will: (a) take reasonable steps with entities it controls in line with commercial good practice to limit misuse of or threat to the Service, Equipment, or Network; and (c) notify Vodafone of any Customer security issues which are likely to materially adversely impact the Network; (d) address any misuse or threat identified by Vodafone through the implementation of appropriate security or user controls and (e) seek prior approval from Vodafone before running any security tests, vulnerability scans or penetration tests on Equipment or Services.

**2.8 Fraudulent Use of Service:** Customer is solely responsible for Charges incurred for use of the Service even if Charges were incurred due to fraudulent or unauthorised use of the Service unless the fraudulent or unauthorised use resulted from the actions or inactions of Vodafone or its Third Party Providers.

**2.9 Freeze Period:** Vodafone may delay the delivery of a Service Element during a Freeze Period. "Freeze Period" means: (i) the period generally from 1 December to 15 January each year; and (ii) any period involving a significant spike in Network usage.

**2.10 Applicable Laws:** Vodafone and Customer shall respectively comply with all Applicable Law.

**2.11 AUP:** Customer agrees to comply with Vodafone's Acceptable Use Policy available at [www.vodafone.com/business/AcceptableUsePolicy](http://www.vodafone.com/business/AcceptableUsePolicy).

**3. EQUIPMENT**

**3.1 Equipment:** Customer must have Equipment that meets Vodafone's specifications on the Customer Site to use the Service. Customer may purchase Equipment from Vodafone or from its own suppliers. The Equipment Terms apply to Customer Equipment.

**3.2 Responsibility:** Vodafone will not be responsible for the transmission or reception of signals by any Customer Equipment or for the quality of, or defects in, such transmission or reception. Customer shall ensure that the Customer Equipment does not interfere with or otherwise degrade the operation of Vodafone's equipment or Network.

**3.3 Third Party Equipment:**

**3.3.1 In relation to any Cisco Equipment supplied by Vodafone,** the applicable End User Licence Agreement applies to the use of the Cisco Integrated Business Communication Device.

**3.3.2 In relation to any Oracle Equipment supplied by Vodafone,** the applicable End User Licence Agreement applies to the use of the E-SBC.

**3.3.3** Customer acknowledges that it has not relied upon the future availability of any programs, hardware, learning credits or services or updates from Oracle in entering into the Customer Agreement.

**3.3.4** Oracle technical support is subject to Oracle's technical support policies in effect at the time the services are provided. Oracle's technical support policies can be found here: <http://www.oracle.com/us/corporate/contracts/index.html>.

**3.3.5** Oracle's Master Services Agreement is incorporated into the Service Terms: <http://www.oracle.com/us/corporate/contracts/oma/index.html>.

**3.4 Customer Obligations:** Customer shall:

**3.4.1** provide rack space, air conditioning and power for the Equipment;

**3.4.2** be able to "rack and stack" the Equipment itself – i.e self-install, the Equipment is designed to be "plug and play";

**3.4.3** have their own local management network for the Equipment and be willing to allow Vodafone or its partner remote access for support and fault diagnosis / fixes;

**3.4.4** nominate a technical contact who is able to allow the engineer to establish a remote access session via WEBEX; and

**3.4.5** allow safe and reasonable access to site for engineers to visit to repair, replace or upgrade the Equipment as and when necessary.

**4. REGULATORY TERMS** Customer and its Users must comply with the regulatory terms set out in the Extra Service Terms.

**5. DATA PROTECTION**

**5.1** Vodafone is the Data Controller for this Service. Vodafone's Data Protection Terms when Vodafone is Data Controller apply, including local terms, as applicable.

**6. SUPPORT AND DELIVERY SERVICES**

**6.1 Support Service:** Vodafone will provide Customer with Support Service for the Service Elements ordered by Customer.

**6.2 Support Parameters:** Support Service is available in English only. Support Service is available as shown below:

Support Service	Service Cover Period
Incident Management for Priority 1 & 2 Incidents	24/7
Incident Management for Priority 3 & 4 Incidents	Working Hours
Service Request Fulfilment	Working Hours

Incidents may be reported at any time during the Service Cover Period; however, incident resolution will only occur during Working Hours for Priority Level 3 and 4 Incidents.

**6.3 Contact:** Customer must appoint primary and secondary points of contact responsible for accessing the Support Service and communicating with Vodafone during the relevant Service Cover Period. Customer will inform Vodafone, and keep Vodafone up-to-date with the appointed individuals' identity and level of access.

**6.4 Conditions:** Customer will: (a) reimburse Vodafone for reasonable expenses associated with a Customer Site visit or for other actions taken when Customer has reported an Incident caused by an Excluded Event; and (b) permit Vodafone to interrupt the Service at the Customer Site to resolve a Priority Level 1 or 2 Incident (or the Incident will be downgraded to a Priority Level 3 Incident).

**6.5 Planned Works:** Vodafone may temporarily interrupt the Service to carry out Planned Works. Vodafone will notify Customer in advance of any Planned Works. "Planned Works" means planned Vodafone-initiated changes to the Service or Equipment (for example, to carry out essential maintenance or upgrades).

**6.6 Agreed Delivery Date:** Vodafone will provide Customer with the delivery date of a Service Element ("Agreed Delivery Date") and use reasonable endeavours to deliver the Service Element by the Agreed Delivery Date. If Customer requests a change before delivery of the Service Element, Vodafone will either adjust or cancel the applicable Order subject to any Recovery Charge and/or amend the Agreed Delivery Date, as applicable.

**6.7 Service Commencement Date:** Vodafone will perform its standard testing procedure for the Service. When Vodafone considers that the standard testing criteria have been met, Vodafone will make the Service available to Customer or notify Customer that the Service is ready for use ("Service Commencement Date").

**6.8 Correction:** Customer must notify Vodafone within 5 Working Days of the Service Commencement Date if the Service does not materially conform to the standard testing criteria and provide sufficient supporting details. Upon receipt of notification, Vodafone will take reasonable action to meet the standard testing criteria.

**6.9 Expedited Delivery:** When requested by Customer, Vodafone will use reasonable efforts to meet an expedited Agreed Delivery Date (subject to additional Charges). Service Levels do not apply to an expedited delivery date.

**7. Service Monitoring:** Vodafone will monitor the Service performance and provide a monthly performance report to Customer on the Vodafone Customer Portal ("Performance Report"). The Performance Report is a static report and Customer cannot manipulate or customise it. The following parameters are monitored and reported:

Call & Network Quality	Call Volume Related
Jitter	Answered Calls
Packet Loss	Un-answered Calls
Mean Opinion Score (MOS)	Failed Calls
Answer Seize Ratio (ASR)	Mean Conversation Time
Network Efficiency Ratio (NER)	Mean Holding Time
Post Dial Delay (PDD)	Total Conversation Time
Round Trip Delay (RTD)	Total Traffic Volumes
Reachability	Burstability usage (exceeding concurrent call limit)
Service Availability	

**8. SERVICE LEVEL TERMS**

**8.1 Applicability:** Service Levels and Service Credit terms apply from the Service Commencement Date depending on the Service Level measure, unless stated otherwise.

**8.2 Excluded Events:** Vodafone is not responsible for failure to meet Service Level if the Service Level is affected by an Excluded Event.

**9. SERVICE COMMENCEMENT**

**9.1 Service Level:** The Service Commencement Date for a Service Element will be on or before the Agreed Delivery Date unless Customer requests a change in Service prior to the Agreed Delivery Date.

**10. SERVICE AVAILABILITY**

**10.1 Calculation:** Percentage Availability is calculated as: (A – B)/A x 100. "A" equals the number of whole minutes in the Monthly Measurement Period. "B" equals the number of whole minutes when the Service is unavailable in the Monthly Measurement Period.

**10.2 Service Levels:** The following Availability Service Levels apply:

Service Type	Service Availability (Percentage or P)
Core Network Availability of GSIP Service: the ability to make outgoing and receive incoming PSTN calls via the Global SIP Trunks	99.999%
The calculation of availability is based on the Incidents logged by Vodafone within the Monthly Measurement Period.	

**11. SERVICE LEVEL OBJECTIVES**

**11.1** Vodafone shall use its reasonable efforts to achieve the target for the Service Level Objectives set out in the table below:

Item	Description	SLO
Acknowledge Order	Time taken to accept or reject an offer	1 day
Process Order	Time taken to process order once accepted	5 days
Create new trunks	Time taken to create new trunks	20 days
Create new channels	Time taken to create new channels	10 days
Order new numbers in stock	Time taken to order new numbers when they are available for order by the Third Party Provider	EU and UK=30 days APAC and USA= 10 days
Order new numbers out of stock	Time taken to order new numbers when have to be requested from the Regulator	EU and UK=60 days APAC and USA= 45 days
Simple port	Time taken to single numbers or numbers less than 10	5-30 days-varies by country
Complex port	Time taken to port multiple numbers more than 10 or where DDI ranges are fragmented	5-30 days-varies by country
Simple MACDs	Time taken to process simples Moves, Adds and Changes	Will be quoted on request
Simple Cease	Time taken to cease the Service	5 days
Call Quality Target	Mean Opinion Score for 98% of calls	3.8 and above
Media Delay	Maximum amount of time for the media traffic (voice) to travel from caller to called party in each direction	150 ms
Network Efficiency Ratio	Percentage of calls correctly processed by the network	Varies according to destination country; 85% minimum
Post Dial Delay	Time between a caller completing dialling and then hearing ring tone or busy tone	1 second or less for 95% of calls
Jitter	Variation in delay for delivering media packets	10 ms maximum

Packet Loss	Failure of data packets to be delivered to destination	.1% maximum
% Accurate Invoices	Number of accurate invoices issued against the total invoices raised in a given period. To report an invoice error, the Customer must contact the helpdesk.	>98%
Average time spent per billing inquiry	Time spent resolving and handling a billing inquiry case	3 days- simple  14 days- intermediate  35 days- complex
% Resolved	Number of billing inquiries resolved within SLO above measured against total reported	95%

## 12. PRIORITY OF INCIDENTS

12.1 The following Priority Level definitions apply to the Service:

Priority Level	Priority Level definitions
1	Total loss of Global SIP Service at either one Customer Site or multiple Customer Sites.
2	Partial loss of the Global SIP Service (at either one Customer Site or multiple Customer Sites) that has a significant detrimental effect on Customer's ability to perform normal communications, including for example poor voice quality
3	Degradation of Global SIP Service performance. This includes all Priority Level 2 Incidents when Vodafone is not granted access to the relevant Customer Site or when Vodafone is not able, for any reason outside of our reasonable control, to take down the Service in order to restore normal service.
4	A non-service affecting Incident.

## 13. INCIDENT RESOLUTION TIMES

13.1 **Priority Level 1 or 2:** For Priority Level 1 and 2 Incidents, the Incident Resolution Time is calculated as the number of whole hours between the time Vodafone issues a Trouble Ticket and the time Vodafone confirms to Customer that the Incident is resolved.

Priority Level	Incident Response Time	Incident Resolution Time
1	30 minutes	4 Working Hours
2	30 minutes	8 Working Hours
3	60 minutes	16 Working Hours
4	120 minutes	80 Working Hours

## 14. SERVICE CREDIT

### 14.1 Service Credit for Availability

14.1.1 The Service Credit is a percentage of the Monthly Recurring Charge for the affected Service Element/Customer Site during the Measurement Period. The following Service Credit applies to the Availability Service Levels:

Difference in actual Availability % versus Service Level in the Measurement Period	Service Credit Percentage
≤99.999%	10%

### 14.2 Service Credit for Incident Resolution

14.2.1 The Service Credit is a percentage of the Monthly Recurring Charge for the affected Service Element/Customer Site during the Monthly Measurement Period. The following Service Credit applies to Priority Level 1 Incident Resolution Service Level only:

Number of hours beyond the Incident resolution Service Level that the Priority Level 1 Incident remains unresolved	Service Credit Percentage
Resolved >4 hours	10%

### 14.3 Service Credit Terms

14.3.1 Customer must claim Service Credit via its Vodafone account manager within 30 days of the end of the Monthly Measurement Period. Service Credit will be applied to Customer's next bill after agreement that Service Credit is due.

14.3.2 A Service Credit cap of 15% Monthly Recurring Charge for the affected Service Element/Customer Site (including credits applicable for Incident Resolution) applies to the Service Credit Customer may claim for this Service Level during the Monthly Measurement Period.

14.3.3 Service Credits do not apply to any Incident connected to: (a) any Excluded Event and/or (b) any failure to meet Service Level Objectives.

14.3.4 The total Service Credit payable in any given Monthly Measurement Period may not exceed 15% of the Monthly Recurring Charge for the affected Service Element.

14.3.5 If one Incident causes a failure of two or more Service Levels, only the greater Service Credit amount of the Service Levels is payable.

14.3.6 The Service Credits as set out in these Service Terms are Customer's sole and exclusive remedy against Vodafone for any failure in Service performance. Service Credits have been calculated as, and are, a genuine pre-estimate of the loss likely to be suffered by the Customer for failure in Service performance. Service Credit may only be applied to Charges for the Service and have no cash value.

## 15. DEFINITIONS

**15.1 Applicable Law** means law, regulation, binding code of practice, rule, order or requirement of any relevant government or governmental agency, professional or regulatory Authority, each as relevant to (a) Vodafone in the provision of the Service and/or (b) Customer in receipt of the Service or carrying out of its business.

**15.2 Authority** means those governments, agencies, courts, professional, and regulatory authorities that supervise, regulate, investigate, or enforce Applicable Law.

**15.3 Charges** means the charges or fees set out in the Customer Agreement, the Order or Price Lists.

**15.4 Customer** means a Party or Customer Group company receiving Service under the Customer Agreement.

**15.5 Customer Agreement** means an agreement for purchase of Service signed by both Parties.

**15.6 Customer Equipment** means Equipment not owned by Vodafone that is used with the Service. Equipment sold by Vodafone to Customer is Customer Equipment.

**15.7 Customer Group** means Customer and any company that controls, is controlled by, or is under common control with Customer. For this purpose, control means having 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, at or after the date of the Customer Agreement (and **Customer Group Company(ies)** or **CGC** has a corresponding meaning).

**15.8 Customer Site(s)** means the Customer's premises that Vodafone must access to provide the Service or the location where the Service is to be provided.

**15.9 Data Protection Terms** means the terms regarding data protection in the General Terms.1.0 or later, or if those General Terms are not applicable, the Data Protection Terms found at [www.vodafone.com/business/vge-customer-terms](http://www.vodafone.com/business/vge-customer-terms).

**15.10 Equipment** means the hardware and related software Customer must have to use the Service, including mobile devices/handsets and SIMs, as applicable. For the avoidance of doubt, this includes third party applications / software that can be used to transmit and receive voice, video and other traffic.

**15.11 Equipment Terms** means the terms regarding Equipment in the General Terms.1.0 or later, or if those General Terms are not applicable, the Equipment Terms found at [www.vodafone.com/business/vge-customer-terms](http://www.vodafone.com/business/vge-customer-terms).

**15.12 Excluded Event** means an incident caused by: (a) another Vodafone service purchased under a separate Customer Agreement; (b) non-Vodafone-supplied power, Customer Equipment, non-maintained structured cabling or other systems or networks not operated or provided by Vodafone (including an Incident relating to consumption of services over the internet); (c) the negligence, act, or omission of Customer or a third-party not within Vodafone's direct control; (d) Customer's delay or non-performance of any of Customer obligations set out in the Customer Agreement; (e) Customer's request to modify or test a Service Element; (f) a Force Majeure event or Service suspension that is permitted under the Customer Agreement; (g) the inability or refusal by a Third Party Provider to provide the access circuit at a Customer Site; (h) a configuration change during implementation; (i) a service failure at any other Customer Site; and (j) any degradation of performance that is caused by, or for any fault in, the access circuit that occurs as a result of, or in connection with, technical limitations beyond Vodafone's control.

**15.13 E-SBC** means **Oracle Enterprise Session Border Controls**.

**15.14 Extra Service Terms** means the additional terms that apply to certain Service Elements ordered by Customer.

**15.15 Force Majeure** means any circumstances, events, omissions, or accidents beyond the reasonable control of a Party,

and that could not have been avoided by due diligence, that prevent that Party from performing any or all of its obligations.

**15.16 General Terms** means the General Terms or master agreement identified in the Customer Agreement.

**15.17 Incident** means an unplanned interruption to or a reduction in the quality of the Service, or a failure of a Service configuration item.

**15.18 Incident Management** means the end-to-end management of Incidents by Vodafone.

**15.19 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 that will end upon the termination date of the Service).

**15.20 Network** means the communications network and the equipment and premises that are connected to the network that are used by Vodafone and Vodafone Group Companies.

**15.21 Number** means a geographic or non-geographic telephone number.

**15.22 Order** is defined in the relevant Customer Agreement.

**15.23 Party or Parties** means the parties to the Customer Agreement.

**15.24 Price List** means Vodafone's standard pricing in the relevant territory at the applicable time.

**15.25 Recovery Charge** means any amount payable by Customer for early termination or failure to meet commercial commitments as set out in the Customer Agreement.

**15.26 Service Credit(s)** means the service credit payable by Vodafone to Customer in accordance with these Service Terms.

**15.27 Service Element** means the individual components of the Service including optional services if applicable and Configuration Changes.

**15.28 Service Level(s)** means the service levels that apply to the provision of the Service as set out in these Service Terms.

**15.29 Service Level Objective or SLO** means the performance

Vodafone expects to provide, without associated Service Levels or Service Credit.

**15.30 SIM** means a "subscriber identity module" card that is an integrated circuit storing user specific data.

**15.31 Site Survey** means a survey of a Customer Site to assess whether (in Vodafone's opinion) the existing infrastructure is sufficient to provide the Service at that Customer Site.

**15.32 Third Party Provider** means a third party contracted by either Vodafone or Customer that provides a Service Element or that provides service that connects to the Service. Third Party Providers may include members of the Vodafone Group.

**15.33 Trouble Ticket** means a record of an Incident with a unique reference allocated to it that is used for all subsequent updates and communications.

**15.34 User** means an end user of the Service who must be a permanent or temporary employee or sub-contractor of Customer.

**15.35 Vodafone** means the member of the Vodafone Group that is a Party to the Customer Agreement.

**15.36 Vodafone Equipment** means Equipment supplied by Vodafone for Customer's use.

**15.37 Vodafone Group** means: (a) Vodafone Group Plc, Vodafone, and any company that Vodafone Group Plc owns (directly or indirectly) 15% or more of the issued share capital; and (b) any partner listed on the "Where we are" page in the "who we are section" at [www.vodafone.com](http://www.vodafone.com) (and **Vodafone Group Company(ies) or VGC** has a corresponding meaning).

**15.38 Working Day** means on Monday to Friday inclusive, but excluding public holidays in the country where the Service is delivered from.

**15.39 Working Hours** means the hours between 0900 and 1700 (local time) on a Working Day.

These Extra Service Terms are effective from 1<sup>st</sup> May, 2019.

## 1. STRUCTURE

These Extra Service Terms form part of the Service Terms for the Global SIP Trunking Service.

**1.1 Acceptance of Regulatory Terms:** By signing the Customer Agreement, the Customer explicitly acknowledges that it has read and understood the terms set out below. Customer accepts the limits on accessing the emergency services using the Service and agrees that alternate means of communication with emergency services should always be available.

## 2. SERVICE TERMS

### 2.1 Global Terms Applicable in all Territories

#### 2.2 Emergency Calls

**2.2.1 Availability:** Customer acknowledges that the Service, the quality, performance and available features of the Service and any Equipment or Customer Equipment may be affected by: (i) the quality and speed of the internet connection; and (ii) other usage on the internet connection; and the Service will not function in the event of a power failure.

**2.2.2 User Location:** Vodafone will register the Customer's Site address(es) provided by the Customer during the Order on-boarding as the location where the Service will be used. These Customer Sites will be used to notify the emergency services of the Users/devices' location. When calling emergency services, the User should always state their location promptly and clearly as emergency operators may not have this information and the call may not be automatically routed to the nearest emergency services operator. Customer acknowledges that the Service may not be reliable to ensure that emergency services have Users' accurate location and agrees that an alternative method should be made available for contacting the emergency services.

**2.2.3 Changes to Location:** Customer must give Vodafone at least 15 days' notice via the Service Desk of any change to the location of any User/endpoint who has been allocated a Number and to any change to the relevant Customer Site address information. If the address for any Number is not accurate it may not be possible for emergency operators and authorities to automatically identify the location of the User of the Service.

**2.2.4 Calling Line Identification ("CLI"):** When Customer configures Numbering capability on the Service independently of Vodafone (for example, if Customer connects the Service to a third party application / PBX), the Customer will ensure that Customer Equipment transmits CLI that matches the geographic location of the endpoint/User, or is otherwise compliant with Applicable Law. More specifically, for each call to the emergency services (i) the correct Site specific CLI must be indicated in the FROM field; and (ii) the PAID field must indicate the actual location of the User. The CLI must be configured so that the Public Safety Answering Point ("PSAP") can call back to the calling User in the correct location. If the Customer Equipment is not configured properly, the Customer acknowledges that the PSAP may not be able to automatically identify the location of the User of the Service.

**2.2.5 Equipment:** The Customer acknowledges that it will not be possible to call emergency services using Equipment or Customer Equipment that: (a) is faulty or has been decommissioned; or (b) has had a Number bar or block applied to it.

**2.2.6 Domestic Use Only:** It will only be possible to access emergency services in the country where the User is registered. For example, a User registered in Germany will only be able to access the German emergency services.

**2.2.7 Cross-Border Use:** The Customer acknowledges that Vodafone is not providing termination services to emergency services cross-border. Further, Customer acknowledges that the geographic origination of a Number and/or the Customer's PBX will determine the routing of a call to the emergency services and a User may not be able to access domestic emergency services if accessing the Service in another country.

**2.2.8 Suspension:** Customer acknowledges that the emergency services may not be available if the Service is suspended or is terminated pursuant to the terms of this Agreement. Customer should endeavour to provide alternative means to support calls to emergency services in the event that the Service is unavailable.

**2.2.9 Notifying Users:** Customer agrees to ensure all Users and potential Users acknowledge and agree to the limitations of calling the emergency services using the Service and are advised of alternatives.

**2.2.10 Notwithstanding clause 13.1 (Exclusions) of the General Terms,** Customer shall indemnify Vodafone from any losses incurred by Vodafone as a result of Customer's failure to comply with this clause 2.2 regarding Emergency Calling. For clarity, this clause shall apply in the event of any act or omission by Customer in violation of the terms of this clause or Vodafone provided guidance, that prevents or otherwise limits effective Emergency Calling for any User.

## 2.3 Numbers

**2.3.1 Provisioning:** Vodafone shall provision and manage respective geographic and/or non-geographic Numbers, if relevant, on behalf of the Customer.

**2.3.2 Porting Numbers:** Customer will be required to complete documentation for each country to enable porting of Numbers which may include the provision of a letter of authority in the format provided by Vodafone to Customer.

**2.3.3 Compliance with Applicable Law:** Customer shall abide by any restrictions of use applicable to the Numbers it uses with the Service as required by Applicable Law and any national telephone numbering plan including without limitation any geographic restrictions and jurisdiction/territorial limitations and alignment. Customer must only assign Numbers to a User/endpoint located with the applicable country of allocation and, where required by Applicable Law, the particular geographic area. On Vodafone's request, Customer shall provide evidence to Vodafone to demonstrate its compliance with any restrictions on use of a Number and/or compliance with its obligations within these Service Terms. In particular, Customer confirms it shall comply with these rules where Customer configures Numbering capabilities independently of Vodafone (for example, if Customer connects the Service to a third party application / Customer Equipment / PBX).

**2.3.4 No Rights in Numbers:** Customer accepts that neither Customer, nor its Users own the Number(s) provisioned by Vodafone for use with the Service. Therefore, Customer has no right to sell or to agree to transfer the Number(s) provided by Vodafone for use with the Service. Customer shall have no trade name right in any telephone number that Vodafone allocates to it nor any trade name right that may develop in any telephone number allocated to it. Upon termination of the Service, Vodafone will use reasonable endeavours to support the porting of Numbers to a third party provider upon Customer's request according to industry standards.

**2.3.5 Allocation of Numbers:** Vodafone may: (i) allocate Numbers to Customer; (ii) reallocate or change Numbers as a result of changes in Applicable Law or instructions from any relevant national regulatory authority, but in doing so shall use all reasonable efforts to minimize disruption to Customer; and (iii) withdraw Numbers if Customer or user fails to comply with the Service Terms.

**2.3.6 Compliance with Applicable Law:** Vodafone reserves the right to change, cancel or move the Number(s) provisioned for use with the Service if required to ensure compliance with Applicable Law.

**2.4 Directory Services:** Provision of information to directories. Vodafone will make Customer's name, address and primary Fixed Line Number(s) for the Service available to the relevant directory assistance/enquiries database, unless Customer instructs Vodafone via the Service Desk not to do so.

**2.5 Implementation of CLI:** Vodafone shall implement CLI, including withholding of CLI and incoming calls when requested by Customer. When Customer requests withholding of their CLI, Customer acknowledges that a Number will still be displayed for calls to emergency services as required by Applicable Law. If a valid CLI is not delivered to Vodafone, calls made using the Service may fail.

**2.6 Disclaimer:** To the fullest extent permitted by Applicable Law, Vodafone and its suppliers shall have no responsibility for (i) any failure to connect or complete calls, including to the emergency services, due to the unavailability of the Service when such unavailability is due to circumstances beyond its control; (ii) any third party application / PBX that the Customer has connected the Service to; and (iii) any loss or damage arising from or in connection with the Customer's failure to comply with this Regulatory Schedule.

## 3. ADDITIONAL TERMS FOR SERVICE DELIVERY IN SPECIFIC COUNTRIES

**3.1 France:** Customer must keep a register (including address of use and Number) of its Users/endpoints and shall provide this to Vodafone prior to the first use of the Service and thereafter on request. Customer shall notify Vodafone of any changes to a User's

details or Number assignment and of any addition/removal of Users/endpoints without delay.

**3.2 Italy:** Customer must provide to Vodafone a copy of its Corporate Memorandum of Incorporation and ID verification for the Managing Director prior to first use of the Service and shall give notice to Vodafone of any material changes thereto during the term.

**3.3 Switzerland:** Customer acknowledges that there may be applicable laws or regulations regarding the duty to procure the consent of Users to the storing outside of Switzerland of data which relates to the use of the Service. Customer shall ensure and warrant that Users are made aware that such data may be stored outside of Switzerland and that it has procured from Users all necessary consents in this regard.

**3.4 Australia:** Customer agrees to wholly waive the protection of its rights under Part 5 of the Telecommunications (Consumer Protections and Service Standards) Act 1999 Act and the Telecommunications (Customer Service Guarantee) Standard 2011. As such, Customer is not entitled to receive compensation if Vodafone fails to meet the minimum levels of services required by such Act and/or Standard.

**3.5 Germany:** Neither Party excludes or limits liability for (i) personal injury, health damages or death to the extent caused by negligent act or omission of the Party or any of its officers, employees, agents, representatives or contractors; (ii) gross negligence or intentional misconduct by such Party or any of its officers, employees, agents, representatives or contractors (iii) liability under the provisions of the German Product Liability Act (Produkthaftungsgesetz).

**3.6 South Korea:** Customer shall be responsible for compliance with applicable local laws regarding cross-border data transfer/storage including (i) providing the required notification to the data subject and obtaining their consents; and (ii) any applicable regulatory/government license or approval in respect thereof.

**3.7 Sweden:** Additional protective measures are necessary in respect of disclosure and processing of individual personal identification numbers (or in some cases co-ordination numbers/temporary personal ID numbers) to ensure compliance with Swedish law. In particular, a Data Controller may not process personal identification numbers without prior consent from the data subject unless such processing is manifestly justified due to:

- (i) the purpose of the processing;
- (ii) the importance of secure identification; or
- (iii) any other considerable reason (article 8.7 in 95/46/EG and article 22 in the Swedish Data Protection Act),

then such processing may be conducted without prior consent of data subject provided that the data subject is informed of the processing of its personal identification number.

### **3.8 United States of America and Canada**

**3.8.1 IMPORTANT INFORMATION ABOUT LIMITATIONS ON 911 AND E911 EMERGENCY SERVICES:** By execution of the Customer Agreement, Customer, for itself and on its Users' behalf, affirmatively acknowledges receipt and understanding of the following limitations regarding using the Service for 911 and E911 emergency calls:

- (a) emergency service responders may not automatically know the telephone number or location;
- (b) the call may not reach the correct emergency service if the Service registers an incorrect service address;
- (c) the call may not reach the correct emergency services if the telephone number does not match the User's actual geographic location;
- (d) the call may not reach the correct emergency services if the Customer Equipment is moved to a location different from the registered address;
- (e) the call may not reach the correct emergency services if the new location is not re-registered or the User calls 911 within 48 hours of updating its location;
- (f) if the call is made from an improperly provisioned telephone number, Vodafone and emergency service responders will have no or limited ability to assist the caller if the caller cannot speak or identify their physical location;
- (g) 911 service will not work if there is a power outage, a network outage or disruption;
- (h) 911 service will not work if the Service is disconnected;
- (i) Vodafone and its suppliers are not responsible: (a) for failure to connect or complete 911 calls, (b) if inaccurate location information is provided to emergency responders, or (c) if calls are routed to the wrong Public Service Answering Point (PSAP); and
- (j) 911 service may not be available or reliable and a User's ability to receive emergency services may be impeded. Vodafone cannot assure anyone that if a User places a 911 call they will be found.

**3.8.2 Warning Labels:** Vodafone has provided Customer with warning labels regarding use and limitations of the Service for 911 calls with the devices. Customer acknowledges receipt of the labels and agrees to place them on or near each device connected to the Service. Additional labels are available upon request.