

The Revision Date of these Service Terms is 4 December 2019.

1. GENERAL

1.1 Service Summary: Vodafone Device Lifecycle Management Service (the "Service") is a solution that offers distribution, control, and management of Equipment. The Service includes procurement of Equipment; staging, configuration, and kitting services (which could include Apple DEP); and managed services, which includes Break/fix Service, Leavers' Service, inventory management and quarterly reviews. The term "Service" includes each Service Element.

1.2 Service Packages: Customer purchases the Services under the OPEX or CAPEX Options as set out on the Customer Agreement or on an Order.

1.2.1 OPEX Option means Customer rents Rental Equipment from Vodafone and returns the Rental Equipment at the end of the Rental Period. The Rental Terms in clause 4 apply to Rental Equipment only.

1.2.2 CAPEX Option means Customer purchases and owns Equipment.

1.3 Apple DEP Service Optional Service Element. Terms and conditions relevant to the Apple DEP Service Element are set out in the Extra Service Terms for Apple DEP.

1.4 Samsung KME Service Optional Service Element. Terms and conditions relevant to the Samsung KME Service Element are set out in the Extra Service Terms for Samsung KME.

1.5 Quarterly Reviews: Vodafone will provide Customer with a quarterly review of the Service.

1.6 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 Mandatory Accompanying Services: In order to receive the Service, Customer must also purchase, for each unit of Equipment ordered, a minimum 24 month subscription for mobile connectivity or IoT service from a Vodafone Group Company operating a Network in the country of Equipment use ("Mandatory Accompanying Services") (the terms and charges for the Mandatory Accompanying Services are not included in these Service Terms). Customer must subscribe within 30 days of delivery of that unit of Equipment. On Vodafone's request, Customer will provide evidence to Vodafone's reasonable satisfaction of Customer's compliance with the Mandatory Accompanying Services. If Customer fails to purchase or maintain the Mandatory Accompanying Services, Vodafone may terminate the Service and charge Customer any applicable Recovery Charge. Customer is not obliged to comply with this clause 2.1 with respect to a specific country if no Vodafone Group Company operates a Network in that country or if a Vodafone Group Company stops operating a Network in that country.

2.2 Third Party Providers: Customer acknowledges that certain Service Elements are dependent upon services and/or software provided by Third Party Providers. In order for Vodafone to provide those Services Elements, Customer: (a) hereby authorises Vodafone or its Third Party Providers (acting as Customer's agent) to accept, on Customer's behalf, all relevant Third Party Provider terms as Vodafone in its sole discretion shall consider appropriate in order for Vodafone to provide the Services in accordance with the Service Terms ("OEM Terms"). Customer accepts that this will create a binding contract between Customer and the relevant OEM for the OEM Terms; (b) warrants that it has read and confirms that it intends to be bound by the OEM Terms and will keep itself and its Users informed about the OEM Terms; and (c) thereafter, will comply with the OEM Terms as they may be updated by the OEM from time to time and any other reasonable instructions. These requirements are Customer's sole responsibility; however, Vodafone will provide reasonable assistance to Customer to enable it to satisfy these requirements. If a Third Party Provider terminates Customer's right to use the Service Element, Vodafone will be excused from liability related to failure to deliver the relevant Service.

2.3 Availability of Services and Equipment: If Vodafone is unable to provide the required Service or Equipment because a

Third Party Provider is unable to provide that Service or Equipment to Vodafone (for example, if an OEM discontinues sale or support for Equipment or software), Vodafone is excused from delivery of the affected Service or Equipment. Vodafone will notify Customer when Equipment or Service is reaching end-of-life and propose alternative Equipment, a new Gold Build, and Service pricing for alternate Equipment.

2.4 Copyright levies: Customer and its Users may only use the Equipment for business purposes (including no private copying). If Customer breaches this clause, Customer will be responsible for paying applicable copyright levies related to the Equipment.

2.5 Forecasts: At least 10 Working Days prior to the first of each month, Customer and Vodafone will work together to ensure that a forecast of the Equipment Customer expects to order during the next 3 months is provided to Vodafone ("Forecast"). Customer must act in good faith when forecasting its requirements for Equipment. Forecasts shall not constitute Orders; however, failure to provide Forecasts will impact Vodafone's ability to deliver Orders in a timely manner. If Customer's Forecast is significantly below the actual amount of Equipment ordered, Vodafone will use reasonable endeavours to source Equipment as soon as reasonably possible.

2.6 Authorised Users: Access by Customer to the Portal is limited to authorised Users. Vodafone will provide each authorised User with a user name, password, or other access information ("User Details"). Customer is responsible for: (a) the security of the User Details; (b) providing Vodafone with the identity of the authorised Users and keeping that information current; and (c) authorised Users' compliance with the Customer Agreement. Vodafone accepts no liability for any unauthorised or improper use or disclosure of any User Details. Customer is liable for all acts and omissions conducted using the User Details.

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

2.8 AUP: Customer agrees to comply with Vodafone's Acceptable Use Policy available at <https://www.vodafone.com/business/AcceptableUsePolicy>.

3. EQUIPMENT

3.1 CAPEX Option: In addition to the rest of this clause 3 that applies to all Equipment, the following applies to the CAPEX Option only:

3.1.1 Under the CAPEX Option, Customer purchases Equipment from Vodafone ("Customer Equipment"). The Rental Terms do not apply to Customer Equipment. Vodafone will deliver related Services (e.g., Break/fix Service) during the relevant Managed Service Term for each item of Customer Equipment.

3.1.2 Under the CAPEX Option, once Customer has purchased the Equipment, Customer may resell, distribute, provide or sublicense the Equipment to any third party as long as Customer complies with its obligations for Equipment under these Service Terms and the OEM licence terms. Customer is responsible for disposal of Customer Equipment at its cost and in compliance with Applicable Laws.

3.2 Indemnity: Customer shall indemnify Vodafone and Owner (for Rental Equipment) for any loss Vodafone or Owner (if relevant) suffers and all costs, including reasonable legal costs, charges, taxes, penalties, levies, and expenses Vodafone incurs as a direct result of: (a) a person being injured or killed or property being damaged directly by any Equipment whilst in Customer's control or possession; and (b) Customer's misuse of the Equipment, including misappropriation of Intellectual Property Rights.

3.3 Return of damaged or faulty Equipment

3.3.1 If Equipment is damaged, faulty, or incorrect on delivery, then Customer must report it to Vodafone by raising a Service Request via the Portal within 5 Working Days of the Delivery Date, and Vodafone will replace the Equipment with new Equipment. If Customer does not raise a Service Request within 5 Working Days of the Delivery Date, Vodafone will replace the Equipment with Equipment from Swap Stock (if applicable). Any provision of new or Swap Stock Equipment is subject to Vodafone not disputing the reported problem and the relevant Reverse Logistics Option applicable to the Service.

3.3.2 If during the Equipment warranty period the Equipment fails to meet OEM specifications for reasons unconnected with Customer's or any User's acts, omissions, or misuse (including failure to follow the OEM's guidelines), the Equipment may either be repaired or replaced at the OEM's discretion if a fault is found.

Customer shall pay Charges for related transportation and handling costs that Vodafone incurs that are not reimbursed by the OEM.

3.3.3 If the Equipment becomes damaged or faulty during the Managed Service Term or Rental Period, Customer must notify Vodafone by raising a Service Request via the Portal and return the Equipment in accordance with the relevant Reverse Logistics Option to receive Break/fix Service. Customer can only choose one freight service option across all countries. If the Equipment is found to be Beyond Economic Repair, Customer must pay the applicable Charge.

3.4 Return requirements at all times

3.4.1 Customer must return the Equipment in suitable packaging and affix the return label provided by Vodafone.

3.4.2 Customer shall ensure that all Equipment returned to Vodafone (a) does not include any SIMs, storage cards, or accessories; and (b) contains no active security measures or applications, such as barring, password protection, Find my Iphone, Android "Device Manager", Apple DEP (only when Rental Equipment is being returned on expiry or termination of the relevant Rental Period), Samsung KME and/or any other security measure or application. If any such security applications on the Equipment are still active or turned on when it is returned to Vodafone and prevent Vodafone from repairing and/or refurbishing the device, Vodafone may, at its discretion, dispose of the Equipment and Customer shall pay the Beyond Economic Repair Charge.

3.4.3 Customer shall ensure that the User will back up all information and images on the Equipment ("User Data"), wipe the internal components, including any memory or hard drives, and clean off any User Data prior to the return of any Equipment to Vodafone. Customer agrees that neither Vodafone nor its Third Party Providers are responsible for the loss, alteration, or corruption of any User Data remaining on the returned device. Customer agrees that: (a) Vodafone is not responsible for and does not have knowledge of User Data on any Equipment at the time it is received by Vodafone; and (b) Customer is responsible for adhering to any Applicable Laws regarding the handling, retention, or disposal of User Data on devices prior to returning or supplying Equipment to Vodafone for Services.

3.5 Replacement Equipment from Vodafone:

3.5.1 will be shipped under the same terms and to the same delivery address as the original Equipment;

3.5.2 if rented, is considered Rental Equipment upon delivery to Customer and the Service Commencement Date and Rental Period are the same as for the original Equipment;

3.5.3 if Customer Equipment, the Service Commencement Date and Managed Service Term are the same as for the original Equipment;

3.5.4 may not contain any inbox accessories such as battery charger, headset, cable, and manuals, only the Equipment will be sent to Customer;

3.5.5 will either be new or refurbished subject to availability (refurbished Equipment is not permitted if using Apple DEP); and

3.5.6 if replacing lost and/or stolen Equipment, will incur a one time 'Lost/Stolen Device' charge as specified in the DLM Price List.

3.6 Break/fix Service and Reverse Logistics Options: Customer may return faulty or damaged Equipment to Vodafone for Break/fix Service during the relevant Rental Period or Managed Service Term using one of three Reverse Logistics Options: Advanced Exchange, Doorstep Exchange, or Repair and Return. Swap Stock is required for Advanced Exchange and Doorstep Exchange. In each case, Vodafone will arrange for collection of the item of Equipment from Customer. Customer cannot use its own courier service. Customer must follow the process for returning Equipment set out in these Service Terms to receive Break/fix Service.

3.6.1 **Advanced Exchange:** Upon receipt of a Service Request, Vodafone will despatch replacement Equipment from Swap Stock to Customer. Customer must return faulty or incorrect Equipment to Vodafone within 10 days of receipt of the replacement Equipment. If Customer fails to return faulty or incorrect Equipment within 10 days of replacement Equipment delivery, then Customer must pay a Device Not Returned Charge which Vodafone will use to replenish the Swap Stock.

3.6.2 **Doorstep Exchange:** Upon receipt of a Service Request, Vodafone will despatch replacement Equipment from Swap Stock. Customer must have faulty Equipment available for collection by Vodafone upon delivery of the replacement Equipment.

3.6.3 **Swap Stock:** Vodafone will repair or replace faulty or damaged Equipment received under the Advanced Exchange and Doorstep Exchange options and place it in Swap Stock. Vodafone will maintain a percentage of the ordered Equipment as Swap Stock as stated in the Customer Agreement. Swap Stock will be the same

or superior quality as the original Equipment. Swap Stock is not used for replacement of Equipment that is lost or stolen.

3.6.4 **Repair and Return:** No Swap Stock is kept. Vodafone will repair faulty or damaged Equipment received from Customer, if possible, and return it to Customer. If Vodafone determines that the faulty or damaged Equipment is Beyond Economic Repair then it will be replaced.

3.7 Leavers' Service

3.7.1 With Leavers' Service, Vodafone will manage the collection, refurbishment and storing of Equipment from Customer employees who have left Customer's employment ("**Leavers' Equipment**"). Without negating any of Customer's obligations under clause 3.4.2 regarding User Data, Vodafone will also perform a data wipe on the Leavers' Equipment. Once refurbished, Leavers' Equipment will be stored in a separate stock ("**Leavers' Stock**") that Customer may order from when raising new Orders via the Portal. Leavers' Equipment must be ordered according to desired plug type (e.g., devices with 2 pin and 3 pin plugs are not interchangeable). Vodafone will update the inventory details on the Portal for the Equipment. Gold Build Devices are not eligible for Leavers' Service. Leavers' Stock is not used for replacement of Equipment that is damaged (under the Break/fix Service), lost, or stolen. Monthly Managed Service Charges continue for Leavers' Equipment while in Leavers' Stock.

3.7.2 Under the OPEX Option:

(a) The Rental Agreements on all Leavers' Equipment continue through the relevant Rental Periods while in Leavers' Stock, unless the Rental Agreements are terminated as provided below.

(b) Customer will not be able to raise a Service Request for Leavers' Service if the Equipment has 3 months or less remaining in the Rental Period of the relevant Rental Agreement. Customer will have two choices: (i) return the Rental Equipment by the end of the Rental Period; or (ii) terminate the Rental Agreement for that Equipment early and pay the relevant Recovery Charge.

(c) To submit a Service Request for collection of Leavers' Equipment, Customer must choose one of the following options if Vodafone categorizes Leavers' Equipment as Beyond Economic Repair: (i) have it replaced with a new or refurbished device (subject to availability and applicable Charges) or (ii) terminate the Rental Agreement for that Leavers' Equipment and pay the relevant Recovery Charge.

3.7.3 **Under the CAPEX Option:** at the end of the Initial Term, Vodafone will ship any Leavers' Equipment left in the inventory to Customers' requested destination in the same country where the original Equipment was shipped. Customer must accept delivery and responsibility for proper disposal of the Leavers' Equipment.

4. Rental Terms

4.1 Overview

4.1.1 A binding Rental Agreement comes into effect between Vodafone (the lessor) and Customer (the lessee) upon delivery of each item of Rental Equipment to Customer.

4.1.2 If Customer intends any of the Rental Equipment to be delivered to a branch office in a different country from Customer's registered office, Customer must provide Vodafone with the branch office's details and VAT numbers at the time of order. Customer shall indemnify Vodafone from any and all claims losses, liabilities, damages, expenses and costs including professional fees incurred by Vodafone and arising from or related to Customer's failure to provide the correct branch office details and VAT numbers.

4.2 Ownership of the Rental Equipment

4.2.1 The Owner owns all Rental Equipment at all times. Vodafone gives no impression, confirmation, surety, or otherwise that Customer is or will become the legal or beneficial owner of the Rental Equipment at any time.

4.2.2 Customer has the right, and the right to permit its Users, to have possession and use of the Rental Equipment for the Rental Period, subject to the terms of the Rental Agreement.

4.2.3 Customer must protect the Owner's interests in the Rental Equipment. Customer must not, and must not allow another person to: (a) imply or represent that any person other than the Owner owns the Rental Equipment; (b) attempt to sell or dispose of the Rental Equipment in any way, or give any interest in or Encumbrance over the Rental Equipment to any other person; (c) sublease or part with possession of the Rental Equipment other than as permitted in the Rental Agreement; or (d) place any plates, stickers or marks on the Rental Equipment that are inconsistent with the ownership of the Owner. "**Encumbrance**" means any interest in, right, or any form of security over property, including, but not limited to: (i) any mortgage, pledge, lien, or charge; or (ii) any other security or preferential interest or arrangement of any kind with any creditor to have its claim satisfied in priority to other creditors.

4.2.4 The Owner may, without Customer's consent: (a) transfer or assign its title to or any interest in the Rental Equipment; or (b) give any form of Encumbrance over the Rental Equipment or a Rental Agreement; to an Assignee provided that any such transfer, assignment or Encumbrance does not affect the rights of Customer to the use and quiet enjoyment of the Rental Equipment under the Rental Agreement.

4.2.5 Neither Vodafone nor any person claiming through Vodafone, may disturb the right of Customer to the quiet enjoyment and use of any Rental Equipment so long as Customer is not in breach of any terms of the Rental Agreement.

4.3 Use and care of the Rental Equipment: Regarding the Rental Equipment, Customer shall: (a) take proper care of it and keep it in Good Working Order and Condition; (b) only use it for its designed purpose; (c) ensure that it is used in accordance with Vodafone's and the OEM's instructions, recommendations, specifications, warranties, and any requirements; and (d) promptly repair or replace it when it becomes faulty or damaged.

4.4 Lost or damaged Rental Equipment

If any Rental Equipment is lost, stolen, destroyed, or confiscated to the extent that repair or retrieval of the Rental Equipment would be impractical or uneconomic ("Affected Equipment"), Customer must notify Vodafone as soon as reasonably possible and replace the Rental Equipment with like Equipment having the same or better specification and generation as the Affected Equipment. Customer may request Vodafone to replace the Affected Equipment, at Customer's cost, by raising a Service Request. Any Equipment which replaces the Affected Equipment: (a) immediately becomes Rental Equipment and Owner's property; and (b) is subject to the same Rental Agreement as the Affected Equipment. Customer must ensure that title to any replacement Rental Equipment is vested in the Owner. If Customer fails to comply with this clause, Customer shall pay a Compensation Charge for the Affected Equipment and applicable Recovery Charge.

4.5 Rent and other payments

Customer's obligation to pay the Rental Charges, any Recovery Charge, and any Compensation Charge in accordance with the Payment Term is absolute and unconditional from the date Vodafone delivers the Rental Equipment to Customer. Customer's obligation to pay these Charges is not affected or reduced by Customer's inability to use the Rental Equipment, loss, damage, or theft of the Rental Equipment, or any other reason.

4.6 Termination of a Rental Agreement before the end of the Rental Period

4.6.1 Customer may terminate a Rental Agreement before the end of its Rental Period for any or all items of the relevant Rental Equipment by returning the relevant Rental Equipment to Vodafone strictly in accordance with these Service Terms and these Rental Terms.

4.6.2 When Vodafone receives returned Rental Equipment, Vodafone will: (a) inspect the Rental Equipment to verify compliance with the Service Terms; and (b) calculate the Recovery Charge payable for the relevant Rental Equipment.

4.6.3 The Rental Agreement for the relevant Rental Equipment will terminate under this clause only when: (a) Vodafone has actually received the relevant Rental Equipment; and (b) Customer makes all of the payments for that Rental Equipment required in the Rental Terms and Customer Agreement. For the avoidance of doubt, the Rental Agreement will continue unaffected for any unreturned Rental Equipment.

4.7 End of the Rental Agreement

4.7.1 Customer must return the applicable Rental Equipment at the end of the Rental Period strictly in accordance with the Service Terms and also as set out in this clause 4 (Rental Terms). To return Rental Equipment, Customer must first raise a Service Request on the Portal at least 35 Working Days prior to the end of the Rental Period.

4.7.2 Rental Equipment must be available for collection by the next Working Day after the end of the Rental Period. If Customer has not successfully returned any Rental Equipment by that time, and has not notified Vodafone that it is unable to return the Rental Equipment by the end of the Rental Period, then Customer shall continue to pay monthly Rental Charges as a Late Return Charge until the Rental Equipment is successfully returned, but not longer than 3 Months (the "Late Period").

4.7.3 If Customer is unable to or does not return the Rental Equipment for any reason during the Rental Period or Late Period: (a) Customer shall pay a Compensation Charge; and (b) Customer is responsible for disposal of the Rental Equipment at its cost and in compliance with Applicable Laws.

4.8 Return Requirements for Rental Equipment at all times

4.8.1 In addition to the return requirements for Equipment in the Service Terms, Customer must: (a) return the Rental Equipment in Good Working Order and Condition; and (b) provide to Vodafone the PUK code (if applicable for Rental Equipment which does not require a SIM card) for each item of Rental Equipment.

4.8.2 Customer only needs to return the actual Rental Equipment described in the relevant Order together with the batteries and covers provided with or required to operate the Rental Equipment, but not original packaging, earphones, cables, or electrical plugs.

4.8.3 Vodafone will inspect returned Rental Equipment and will grade the level of damage or non-conformity of the Rental Equipment to calculate the amount of the Compensation Charge (if any) payable by Customer. If the active security measures or applications are not disabled on Rental Equipment before it is returned to Vodafone, the Compensation Charge will be based on the "Grade E" compensation percentage. Vodafone will invoice Customer for the relevant Compensation Charge. Vodafone's determination of the Compensation Charge is final; however, Customer may request a report describing the relevant details of the damage or non-conformance that was used to determine the Compensation Charge.

4.9 Vodafone's Termination of Rental Agreement

4.9.1 In addition to Vodafone's rights of termination in the General Terms, Vodafone may terminate the relevant Rental Agreement(s) and all related Services by providing 4 days' written notice of termination to Customer if: (a) Customer commits a breach of clause 4.3 (Use and care of Equipment), and (b) Customer commits any other breach of the Rental Agreement which is not remedied within 15 Working Days of written notice to Customer. The termination of the Rental Agreement shall become effective immediately at the end of the relevant notice period.

4.9.2 If Vodafone terminates a Rental Agreement as described above, Customer must return the Rental Equipment as required in clause 4.7 and pay Vodafone the relevant Recovery Charge and/or Compensation Charge plus all Rental Charges and other amounts due and payable by Customer under the Rental Agreement and Customer Agreement.

4.10 Acknowledgments. Customer represents and warrants that: (a) it has not relied on Vodafone's representations, skill, or judgment in deciding to enter into any Rental Agreement; (b) it has taken independent advice as to the taxation, accounting, and financial consequences of entering into any Rental Agreement; (c) it is personally responsible for examining the Rental Equipment before accepting it and for verifying: (i) its compliance with any description and specification provided by Vodafone; (ii) its condition, suitability and fitness for Customer's purposes; and (iii) the validity of any OEM's warranties or guarantees and entitlements to patents or other intellectual property rights; (d) Vodafone may (but is not obliged to) do anything which should have been done by Customer under a Rental Agreement but which Vodafone considers Customer has not done properly; and (e) it is not a consumer under Applicable Law.

5. DATA PROTECTION

5.1 Vodafone is the Data Controller for this Service. Vodafone's Data Protection Terms when Vodafone is Data Controller apply.

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 period
Incident Management	Working Hours
Service Request and New Order Fulfilment	Working Hours

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 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 other actions taken when Customer has reported an Incident caused by an Excluded Event; and (b) permit Vodafone to interrupt the Service 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 Service Commencement Date: Vodafone will make the Service available to Customer or notify Customer that the Portal is ready for use. The Parties agree that each piece of Equipment and Rental Agreement may have a different Service Commencement Date.

6.7 Customer Delays: If a Customer's act or omission delays the Service Commencement Date, then Vodafone may terminate the Order and apply a Recovery Charge. If appropriate, Vodafone will set a new Service Commencement Date.

6.8 Customer Group Companies: Customer and Vodafone may agree to allow members of the Customer Group to be a beneficiary of the Services and receive a separate invoice ("Additional Service Recipients"). Customer remains fully responsible for the compliance and participation of Additional Service Recipients under the Customer Agreement.

6.9 Gold Build

6.9.1 Gold Build Document: Prior to the initial Order for Equipment, Vodafone will design a single configuration build profile, detailing Customer's staging, configuration, and kitting requirements for each Equipment type ("Gold Build Document"). The Gold Build Document will be used as the template for Customer's requirements applied to all Equipment supplied under the Customer Agreement. Customer will pay for and be provided with a separate Gold Build Document for each combination of Equipment model and staging, configuration, and kitting profile it will deploy.

6.9.2 Gold Build Devices: Vodafone will provide Customer with a sample of Equipment built to the specification agreed in the Gold Build Document ("Gold Build Devices") for approval before any Orders can be raised on the Portal. Gold Build Devices are sold to Customer and not subject to a Rental Agreement.

6.9.3 Changes and Process: Any changes Customer makes to the initial staging, configuration and kitting requirements detailed in an Order will require a new Gold Build Document and Gold Build Device and incur additional charges. A new Gold Build Document may be created at any time to take account of changes to the OEM's operating system upon written agreement of the Parties.

6.10 Orders: Customer and authorised Additional Service Recipients place Orders through Vodafone's Portal. Customer must accurately complete all fields set out in the Portal. Orders for Rental Equipment create a Rental Agreement as further described in the Rental Terms. Orders to purchase Equipment must be delivered in the same country where the Customer Group Company placing the Order is located.

6.10.1 Subject to clause 6.10.2 below, no matter how received, Orders are binding on both Parties from the date of Vodafone's acceptance. If acceptance is not expressed, it is deemed to have occurred when Vodafone commences the Services. Each accepted Order is deemed to incorporate these Service Terms.

6.10.2 Vodafone will be under no obligation to fulfil an accepted Order and Customer will need to place an Order for alternative Equipment when: (i) the Third Party Provider has discontinued the Equipment ordered, or (ii) the Third Party Provider can no longer supply the Equipment on terms acceptable to Vodafone in Vodafone's absolute discretion.

6.10.3 Equipment is shipped to Customer DDP (Incoterms 2010).

6.10.4 If Vodafone is unable to deliver to the address stated on the Order for any reason, Vodafone will notify Customer and the Parties will work in good faith to agree a new delivery address. If the Parties do not agree on a delivery address within 30 days, the Order will be cancelled and Vodafone may charge for delivery.

6.10.5 Vodafone may deliver bulk Orders by instalments subject to prior agreement with the Customer. Orders delivered by instalment may be invoiced and paid for separately. References in these Service Terms to Orders mean instalments, as applicable

6.10.6 Vodafone will notify Customer when it has dispatched the Equipment (or the first instalment of the Equipment, as applicable) to Customer. If Customer fails to take delivery of the Equipment, then, except where the failure or delay is caused by Vodafone's failure to comply with its obligations under the Service Terms: (a) Vodafone will make two further attempts to deliver the Equipment to the Customer; and (b) if the Customer fails to take delivery of the Equipment after the further attempts, the Order will be cancelled and Vodafone may charge Customer for delivery.

6.10.7 If Equipment is not delivered within 10 Working Days of Order acceptance, Customer must notify Vodafone as soon as possible. After verification of delivery details, Vodafone will send new replacement Equipment.

7. SERVICE LEVEL TERMS

7.1 Applicability: Service Level Objectives apply from the Service Commencement Date for the applicable Service Element depending on the SLO measure, unless stated otherwise.

7.2 Excluded Events: Vodafone is not responsible for failure to meet an SLO if the SLO is affected by an Excluded Event.

8. SERVICE AVAILABILITY

8.1 Portal Service Availability: The SLO percentage availability for the Portal is 99% in a Monthly Measurement Period.

8.2 Calculation: Percentage availability is calculated as $P = (A - B) / A \times 100$. "A" equals 43200 minutes each full month. "B" equals the number of whole minutes when the Portal is unavailable in the Monthly Measurement Period.

9. PRIORITY OF INCIDENTS

9.1 The following Priority Level definitions apply to the Service:

Priority Level	Priority Level definitions
1	Means the Incident is preventing all Users from using DLM Service via the Portal. Business Impact: Critical impact on ability to use the Service.
2	Means the Incident has seriously affected a large proportion of Users' ability to use the Portal, or the performance of the Portal is seriously degraded. Business Impact: High impact on ability to use the Service.
3	Means the Incident has caused a single or small number of Users minor or intermittent operational inconvenience in communicating or processing using the Portal. Business Impact: Moderate impact on ability to use the Service.
4	Means the Incident has not caused any Users any operational inconvenience in communicating or processing using the Portal. Business Impact: Low impact on the ability to use the Service (not service impacting).

10. INCIDENT RESOLUTION TIMES

10.1 The Incident Resolution Time is calculated as the number of whole hours between the time Vodafone issues a Unique Identifier and the time Vodafone issues a Closure Notification for the Incident.

Priority Level	Incident Resolution Time
1	Less than 2 Working Days
2	Less than 2 Working Days
3	Within 10 Working Days
4	Within 35 Working Days

11. SERVICE REQUEST SERVICE LEVEL OBJECTIVES

11.1 Service Request SLOs apply to delivery of replacement Equipment or completion of the Service Request in respect of the Service Request Types set out in Table A below and depending upon the Country Group.

11.2 The target delivery time or completion time is calculated as the number of whole Working Days between the time that the Service Request is submitted by Customer via the Portal (showing as 'In-Progress'), and the time the replacement Equipment is delivered and/or the Service Request is completed (showing as 'fulfilled' on the Portal).

11.3 Starting day is counted as day 0. Service Requests submitted after 12.30 (GMT) will be dispatched the next Working Day. In that case, the next Working Day will be counted as day 0.

11.4 Certain SLO's are only applicable if Customer has selected Advanced Exchange or Doorstep Exchange as the Reverse Logistics Option. These SLO's are not applicable to Repair and Return because Swap Stock is not used. Customer must have Swap Stock in the amount of no less than the Swap Stock Percentage set out in the Customer Agreement.

11.5 The SLO is the percentage completed within the applicable Target Delivery Time during a Monthly Measurement Period.

Service Request Type	Description	Target Delivery/ Completion Time	SLO
Dead on Arrival	Customer is unable to power on Equipment	See Table B*	90%
Damaged on Receipt	Customer has received Equipment which is visibly damaged	See Table B*	90%

Incorrect Equipment/ Specification	Customer has received a Equipment not in line with Gold Build specification	See Table B*	90%
Faulty Equipment	Customer is unable to use the Equipment due to software or hardware malfunction	See Table B*	90%
Broken Device	Customer has damaged or broken the Equipment	See Table B*	90%
Leavers	Customer requires a device to be collected, wiped, refurbished and stored in the leavers' stock because the end user is leaving the company.	See Table B*	90%
Lost/Stolen – Purchase New/ Refurbished	Customer reports lost or stolen Equipment	See Table B	90%
Lost/Stolen – Cease	Customer reports lost or stolen Equipment and requests termination of Rental Agreement for that Equipment	Within 10 Working Days	90%
Early Termination	Customer requests to cancel DLM service before end of Initial Term	Within 35 Working Days	90%**
End of Rental Period	Customer requests collection of Equipment at end of Rental Period	Within 35 Working Days	90%**

*These SLOs do not apply in Switzerland or for the Repair and Return Reverse Logistics Option due to unavailability of Swap Stock. All other SLOs apply in Switzerland and for the Repair and Return Reverse Logistics Option.

** These SLOs are the percentage completed within the applicable Target Delivery Time during a Quarterly Measurement Period.

12. NEW ORDER DELIVERY SERVICE LEVEL OBJECTIVES

12.1 The Target Delivery Times in Table B apply to new Orders for Equipment depending upon the Country Group. Orders for Gold Build samples are covered under the Service Request SLOs.

12.2 The target delivery time is calculated as the number of whole Working Days between the time an Order is submitted by Customer and accepted by Vodafone via the Portal (showing as 'accepted') and the time the Equipment is delivered (showing as 'completed' on the Portal).

12.3 Starting day is counted as day 0. Orders received after the cut-off times set out below will be processed on the next Working Day.

12.3.1 Orders for up to 99 items of Equipment will be processed on the same Working Day when received before 10:30am CET.

12.3.2 Orders for up to 50 items of Equipment will be processed on the same Working Day when received between 10:30am and 11:59am CET.

12.3.3 Orders for up to 20 items of Equipment will be processed on the same Working Day when received after 12:00pm and before 12:30pm CET.

12.3.4 Orders received after 12:30pm CET and Orders for more than the maximum items of Equipment will be processed on the following Working Day.

12.3.5 Orders for more than 100 units will be managed as a project and any SLO will be agreed by Vodafone and Customer in advance of Order fulfilment.

12.4 SLOs are valid after the Customer on-boarding process has been completed. On-boarding means Customer has been set up on the Portal and Customer has signed the DLM operations manual provided by Vodafone.

12.5 SLOs are subject to stock being available and demand being aligned to accurate forecasting by Customer in accordance with these Service Terms.

13. TABLE B – TARGET DELIVERY TIME BY COUNTRY GROUP

13.1 Table B applies to Service Request SLOs and new Order deliveries as set out in clauses 11 and 12 above. See Table A for Service Request SLOs that do not apply in Switzerland or for the Repair and Return Reverse Logistics Option due to unavailability of Swap Stock.

13.2 Vodafone reserves the right to revise these target delivery times due to changes from distribution partners.

13.3 Customer may choose standard or express shipping options per country. Standard shipping is not available for Malta and Cyprus and express shipping will be used.

Country Group	TABLE B Target Delivery Time*	
	Standard Shipping	Express Shipping
A	2 Working Days	2 Working Days
B	3 Working Days	2 Working Days
C	4 Working Days	2 Working Days
D	5 Working Days	2 Working Days
E	6 Working Days	2 Working Days
F	7 Working Days	2 Working Days
G	N/A	2 Working Days
H	N/A	3 Working Days

* Target delivery times vary due to courier transit time to remote locations in various countries, for example, the Scottish Highlands in the UK could take up to 6 Working Days.

14. DEFINITIONS

14.1 Advanced Exchange means the Reverse Logistics Option where Equipment from Swap Stock is dispatched to Customer prior to Customer returning the faulty and/or damaged Equipment to Vodafone.

14.2 Affected Equipment has the meaning set out in clause 4.4.

14.3 Apple DEP means Apple Device Enrollment Program as further set out in the Extra Service Terms.

14.4 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.

14.5 Assignee means Macquarie Equipment Finance DAC or one of its Affiliates and/or any third party being a financial institution or any other entity which finances equipment and rental receivables.

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

14.7 Beyond Economic Repair means (a) Equipment that has been damaged to the extent that the cost of repairing it exceeds 75% of the cost of replacing it with refurbished equivalent Equipment as determined by Vodafone, or (b) Equipment that is not returned to Vodafone as required by these Service Terms.

14.8 Break/fix Service means Vodafone will provide Customer with repair and replacement service for Equipment that is damaged or defective.

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

14.10 Closure Notification means notice of the changed status of an Incident or other event to closed, whether or not the Customer has actually received that notice.

14.11 Compensation Charge means the amount payable by Customer to Vodafone for the failure to return any Rental Equipment in Good Working Order and Condition, or at all, calculated in accordance with the Customer Agreement.

14.12 Country Group(s) means

Country Groups	
Group A	Belgium, Netherlands, UK
Group B	Denmark, France, Germany, Ireland, Slovenia, Sweden, Switzerland
Group C	Croatia, Hungary, Italy, Portugal, Spain
Group D	Finland, Latvia, Lithuania, Romania
Group E	Estonia and Greece
Group F	Bulgaria
Group G	Malta
Group H	Cyprus

14.13 Customer means the Party receiving Service under the Customer Agreement.

14.14 Customer Agreement means an agreement for purchase of Services signed by both Parties.

14.15 Customer Equipment means Equipment not owned by Vodafone that is used with the Service. Equipment sold by Vodafone to Customer under the CAPEX Option is Customer Equipment.

14.16 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/Customer Group Companies has a corresponding meaning).

14.17 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 <http://www.vodafone.com/business/vgegeneralterms>.

14.18 Delivery Date means for any Equipment, the date the Equipment is delivered to Customer.

14.19 DLM Price List means the document which contains the latest Equipment and Service Charges issued to Customer on a quarterly basis.

14.20 Doorstep Exchange means the Reverse Logistics Option where Vodafone sends replacement Equipment from Swap Stock to Customer if Equipment is reported as faulty and/or damaged and that Equipment is collected at the same time as the delivery of the replacement Equipment.

14.21 Equipment means device and related software (including any accessories, except where otherwise stated) supplied by or on behalf of Vodafone to Customer.

14.22 Excluded Event means an Incident caused by: (a) another Vodafone service purchased under a separate Customer Agreement; (b) non-Vodafone-supplied power, Customer Equipment (after the expiry of the Managed Service Term), 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) the inability or refusal by a Third Party Provider to provide a Service Element; (g) a Force Majeure event; (h) Service suspension that is permitted under the Customer Agreement; and (i) a Portal outage following a pre-notified planned maintenance window.

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

14.24 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.

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

14.26 Gold Build Document means the document prepared for Customer by Vodafone that contains the specifications of the Equipment and Services to be ordered by Customer.

14.27 Good Working Order and Condition means: (a) on delivery to Customer, undamaged and fully functioning complete with all original components and operating systems licence and media required to operate the Rental Equipment in its specified form or configuration; and (b) at the relevant time of evaluation, the Rental Equipment would qualify as "Grade A" as set out in the Compensation Table in the Customer Agreement.

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

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

14.30 Initial Term means the term of the commercial offer for the Services as set out in the Order or Customer Agreement.

14.31 Late Return Charge means an amount equal to the Rental Charge for a whole Month, payable for each whole or partial Month after the end of the Rental Period until Rental Equipment is successfully returned to Vodafone.

14.32 Leavers' Service means the optional Service where Vodafone manages a pool of Equipment returned by Customer because the User has left Customer's employ.

14.33 Managed Service Term means the term of Service delivery for an item of Customer Equipment beginning on the Service Commencement Date for that Customer Equipment, as set out in the Customer Agreement.

14.34 Month means a calendar month.

14.35 Monthly Managed Service Charge means the monthly recurring charges for the Service, not including the Equipment, as set out in the Customer Agreement.

14.36 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).

14.37 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.

14.38 OEM(s) means the applicable original equipment manufacturer of the Equipment, their affiliates, and subsidiaries.

14.39 Order means the ordering document that includes the description and price of the Services and/or Equipment.

14.40 Owner, in the EU, UK and Switzerland, means Ingram Micro BV, each of its affiliates and/or an Assignee (as applicable).

14.41 Party or Parties means the parties to the Customer Agreement.

14.42 Payment Term means the relevant payment period by which Customer will pay Vodafone's invoices as set out in the Customer Agreement.

14.43 Portal means the online portal provided by Vodafone which allows Customer to raise Orders and Service Requests and manage the Service.

14.44 Quarterly Measurement Period means the period from the Service Commencement Date up to the end of the calendar quarter and then each calendar quarter thereafter (save for the last quarter that will end upon the termination date of the Service).

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

14.46 Rental Agreement means the terms in an accepted Order for Rental Equipment, the Service Terms including the Rental Terms, and the Customer Agreement.

14.47 Rental Charge means the monthly recurring Charge for the duration of the Rental Period, that includes the amount of the rent instalment plus stamp duty (if any) and VAT payable in relation to that amount, as set out in the relevant DLM Price List.

14.48 Rental Equipment means the Equipment (excluding any accessories) supplied by Vodafone to Customer under a Rental Agreement and listed in the applicable Order, including any replacement Rental Equipment as set out in the Rental Terms.

14.49 Rental Period is set out in the Customer Agreement.

14.50 Rental Terms means the terms in clause 4 of these Service Terms.

14.51 Return Notice means a Service Request via the Portal arranging collection of the Rental Equipment.

14.52 Repair and Return means the Reverse Logistics Option where Customer returns the faulty and/or damaged Equipment to Vodafone and if the item of Equipment can be repaired or replaced in accordance with the DLM Price List, the Equipment is returned to Customer once repaired. No Swap Stock is kept.

14.53 Reverse Logistics Option means either **Advanced Exchange, Doorstep Exchange or Repair and Return** as initially selected by Customer and set out in the Customer Agreement.

14.54 Samsung KME means Samsung Knox Mobile Enrolment Program as further set out in the Extra Service Terms

14.55 Service Commencement Date means: (a) for Customer Equipment (CAPEX Option), the date of shipment of that Equipment; and (b) for Rental Equipment, the first day of the month following the date of shipment of that Equipment.

14.56 Service Element means the individual components of the Service including optional services if applicable.

14.57 Service Level Objective or SLO means the performance Vodafone expects to provide, without associated service levels or service credit.

14.58 Service Request means a request for service made by Customer to Vodafone.

14.59 Swap Stock means the pool of Equipment managed by Vodafone to facilitate Equipment return and replacement services when Advanced Exchange or Doorstep Exchange has been selected.

14.60 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.

14.61 Unique Identifier means the unique reference key given to the Customer by Vodafone, once Vodafone has logged an Incident or another event.

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

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

14.64 Vodafone Group means: (i) Vodafone Group Plc, Vodafone and any company that 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 in the "Who we are" section at www.vodafone.com (and **Vodafone Group Company/Vodafone Group Companies** has a corresponding meaning).

14.65 Working Day means on Monday to Friday inclusive, but

excluding public holidays in the country where the Service is delivered from.

14.66 Working Hours means the hours between 0900 and 1700 on a Working Day, or as otherwise stated in the SLOs.

EXTRA SERVICE TERMS FOR APPLE DEP FACILITATION SERVICES

These Extra Service Terms are effective from 22 May 2019.

1. GENERAL:

These Extra Service Terms apply to Apple DEP Facilitation Services and are incorporated by reference into the Service Terms for Vodafone Device Lifecycle Management. To the extent that these Extra Service Terms conflict with the rest of the Service Terms, these Extra Service Terms shall prevail but only with regard to the Apple DEP Facilitation Services ("Apple DEP").

2. SCOPE OF SERVICE

These Extra Service Terms set out the terms and conditions by which the Customer authorises Vodafone and Vodafone agrees to submit relevant information to Apple for the implementation and management of enrolment of Customer's Authorised Devices in Apple DEP.

3. ENGAGEMENT

3.1 Customer acknowledges that Apple DEP is provided and controlled by Apple. Apple DEP is subject to Apple's terms and conditions and Customer must agree to the Apple Device Enrolment Program Agreement as updated from time to time.

3.2 Customer must have an MDM service in order to utilise the features of Apple DEP. MDM service, including the provision, implementation, management or maintenance of any such MDM service, is not provided by Vodafone under these Service Terms. Customer is responsible for ensuring the compatibility of any MDM service with Apple DEP.

3.3 Customer acknowledges that the Apple DEP Facilitation Service cannot be provided before Customer's receipt of a DEP ID from Apple.

3.4 Customer hereby expressly authorises Vodafone and its Third Party Providers to act on its behalf for the limited purposes of enabling and managing enrolment of Customer's Authorised Devices on Apple DEP.

3.5 Customer represents and warrants that it has or will obtain all necessary rights and consents from its Authorised Users to implement Apple DEP and issue Authorised Devices.

4. INCLUDED SERVICES

4.1 Apple DEP enables Customer to automate the configuration of its chosen MDM Service on Authorised Devices. Vodafone will assist Customer in implementing Apple DEP by submitting Customer's data and the Relevant Information for Authorised Devices to Apple for enrolment in or removal from Apple DEP, in accordance with these Extra Service Terms.

4.2 Vodafone will provide Customer a Reseller DEP ID to set up their DEP ID.

5. EXCLUDED SERVICES

5.1 Apple DEP does not include: (a) administering servers, uploading MDM Service provision settings, or assigning Equipment to MDM servers within the Customer's account; or (b) the administration of the Customer's Apple DEP portal.

6. SERVICE PERFORMANCE

6.1 The Relevant Information for all Authorised Devices will be submitted automatically for enrolment into Apple DEP. Customer is solely responsible for ensuring that the Authorised Device has been successfully registered into Apple DEP and any relevant MDM prior to distribution to any Authorised User. The provision of this Service is contingent upon the Customer remaining compliant with the Apple Device Enrolment Program Agreement.

6.2 Customer will provide current, true, accurate, and complete information and Customer will promptly notify Vodafone of any changes to the information, including the transfer of any Enrolled Device(s).

6.3 Vodafone provides the Relevant Information for enrolment of Authorised Devices or removal of Enrolled Devices, as applicable; however, Vodafone is not responsible for the activation of the request on Apple DEP servers.

7. RETURNS AND REPAIRS

7.1 A Replacement Device will be automatically enrolled in Apple DEP.

8. REMOVAL OF ENROLLED DEVICES

8.1 Customer shall notify Vodafone of such as soon as reasonably practicable if an Enrolled Device ceases to be an Authorised Device

or the Customer elects at its own discretion to remove the Enrolled Device from Apple DEP.

8.2 Customer will not resell any Authorised Devices with MDM enrolment settings enabled and Customer agrees to remove such Equipment from MDM management in the Apple DEP web portal prior to reselling them or transferring them to a non-authorised user.

8.3 Vodafone may require a consent form to be signed by Customer prior to removing the Enrolled Device from Apple DEP. In any event, Customer warrants that the Equipment being unenrolled is an Authorised Device and accepts liability for any claim arising from loss of data resulting from the removal of the Enrolled Device from Apple DEP.

9. LIMITATIONS

9.1 Vodafone is not the provider of Apple DEP and Customer acknowledges and agrees that, to the extent permitted by Applicable Law, Customer's use of, or inability to use, the Apple DEP is at Customer's sole risk, and that the entire risk as to the satisfactory quality, performance, accuracy of Apple DEP is with Customer.

9.2 Customer shall indemnify and hold harmless Vodafone from any and all claims losses, liabilities, damages, expenses and costs incurred by Vodafone and arising from or related to any of the following: (i) Customer's use of Apple DEP; (ii) any claims, including but not limited to, any User claim or third party claim, about Customer's use, deployment, or management of Authorised Devices; and/or (iii) claims from Apple as a result of any act or omission of the Customer.

10. TERMINATION

10.1 Either Party may terminate the Apple DEP Facilitation Services by providing 30 days' written notice to the other Party. If a Party breaches these Extra Service Terms, then the party suffering the breach may terminate the Apple DEP Facilitation Service and these Extra Service Terms with immediate effect.

10.2 If the Apple DEP Facilitation Service is terminated, Customer will notify Vodafone whether or not it will cease to use the Apple DEP on existing Enrolled Devices. If Customer ceases to use the Apple DEP, the Parties will remove Customer's Enrolled Devices from the Apple DEP. If Customer continues to use the Apple DEP, Vodafone will no longer provide any Services outlined in these Extra Service Terms; however, Customer will continue to comply with these Service Terms with regard to the Apple DEP.

11. DEFINITIONS

The additional defined terms in these Extra Service Terms shall have the following meaning:

11.1 Apple means Apple Inc.

11.2 Apple DEP means the Apple Device Enrolment Programme.

11.3 Apple DEP Facilitation Service means the facilitation services provided by Vodafone to enable enrolment of Customer's Authorised Device in Apple DEP.

11.4 Authorised Device(s) means Apple-branded products that are owned or rented by the Customer and supplied by Vodafone, that have been designated for use by Authorised Users only, and that are eligible for use in Apple DEP as determined by Apple, excluding any devices which are personally owned by a User.

11.5 Authorised User(s) means employees and contractors of the Customer.

11.6 DEP ID means the Apple DEP identity provided to the Customer by Apple.

11.7 Enrolled Device(s) means an Authorised Device which has been successfully enrolled in Apple DEP.

11.8 MDM means mobile device management.

11.9 MDM Service means MDM services.

11.10 Relevant Information means the information required for Apple DEP enrolment of an Authorised Device or removal of an Enrolled Device on Apple DEP, which includes order number, order date, Customer DEP ID, Reseller DEP ID and list of IMS??EIs.

11.11 Replacement Device means a device issued to the Customer following the Customer returning a faulty Enrolled Device.

11.12 Reseller DEP ID means the reseller DEP identity from the Apple reseller that allows device setup.

These Extra Service Terms are effective from 4 December 2019.

12. STRUCTURE

12.1 Structure: These Extra Service Terms form part of the Service Terms for the Vodafone Device Lifecycle Management Service when Customer orders the Samsung KME Optional Service Element. If there is a conflict between them, these Extra Service Terms will supersede the Vodafone Device Lifecycle Management Service Terms, but only for the Samsung KME Optional Service Element.

13. SERVICE TERMS

13.1 Samsung KME Service Summary: The KME Service enables the deployment and automatic enrolment of compatible MDM/EMM solutions on Authorised Samsung Devices (the "KME Service").

14. CONDITIONS OF USE

14.1 Customer acknowledges that the KME Service is provided and controlled by Samsung and in addition to these Extra Service Terms the Customer must agree to any applicable online Samsung KME Terms and Conditions.

14.2 Customer Obligations: Customer accepts that in order for Vodafone to fulfil its obligations in relation to the KME Service the Customer must:

3.3.1 register for a Samsung Knox Portal and a Samsung KME Console Account;

3.3.2 ensure that it meets the Samsung KME Minimum Requirements;

3.3.3 provide Vodafone with an accurate KME Customer ID;

3.3.4 inform Vodafone of applicable IMEIs; and

3.3.5 provide any other information required by Vodafone in order to fulfil its obligations in relation to the KME Service.

14.3 Vodafone's obligations: Vodafone's obligations in relation to the KME Service is limited to uploading and linking the applicable IMEIs to the Customer's Samsung KME Portal Account via the Samsung KME Portal.

14.4 KME Customer ID: It is the responsibility of the Customer to ensure that they provide Vodafone with an accurate KME Customer ID. Customer acknowledges that failure to provide an accurate KME Customer ID to Vodafone will result in a delay for both forward and reverse logistic device shipments.

15. DEVICE RETURN/REPAIRS

15.1 In addition to the requirements set out in clause 3.4.2 (Return requirements at all times) of the Service Terms for the Vodafone Device Lifecycle Management Service. Customer shall ensure that the Authorised Samsung Device is deleted from the KME Service within the KME Console, prior to returning the device to Vodafone for repair or any other reason. If the requirement in this clause 4.1 is not fulfilled, Vodafone will charge the Customer a Beyond Economic Repair charge.

16. LIMITATIONS

16.1 Vodafone is not the provider of the KME Service and Customer acknowledges and agrees that, to the extent permitted by Applicable Law, Customer's use of, or inability to use, the KME Services is at Customer's sole risk.

16.2 Customer shall indemnify and hold harmless Vodafone from any and all claims, losses, liabilities, damages, expenses and costs incurred by Vodafone and arising from or related to any of the following: (i) Customer's use of KME Services; (ii) any claims, including but not limited to, any User claim or third party claim, about Customer's use, deployment or management of Authorised Samsung Devices; and/or (iii) claims from Samsung as a result of any act or omission of the Customer.

17. SUPPORT AND SERVICE LEVELS

17.1 Applicability: The Vodafone Device Lifecycle Management Support Service and Service Levels apply to the KME Service except as amended below.

17.2 Support and Delivery Service:

17.3 Samsung KME Portal and Console support: Vodafone does not have access to and cannot manage and/or support the Samsung KME Portal and/or Samsung KME Console. The Customer accepts that it must contact Samsung directly for any registration or set-up support as well as in-life support in relation to the KME Portal and/or Console.

17.4 EMM/MDM support: Customer further accepts that support for any queries or faults in relation to device EMM/MDM assignment or management will be dealt with between the EMM/MDM supplier and Customer directly.

18. DEFINITIONS

The following definitions apply to these Extra Service Terms in addition to the definitions contained in the rest of the Customer Agreement:

18.1 Authorised Samsung Device(s) means Samsung branded products that are owned or rented by the Customer and supplied by Vodafone, that have been designated for use by Authorised Users only, and that are eligible for use in Samsung KME as determined by Samsung, excluding any devices personally owned by a User. Samsung Devices not running Samsung Knox 2.4 or above are not eligible for the KME Service.

18.2 EMM means an Enterprise Mobility Management solution.

18.3 IMEI means International Mobile Equipment Identity serial number.

18.4 KME Customer ID means the unique Customer ID number provided by Samsung to the Customer during the Samsung Knox Portal Account online registration.

18.5 KME Service means the Samsung Knox Enrolment Program as further described in these Extra Service Terms.

18.6 MDM means a Mobile Device Management solution.

18.7 Samsung means Samsung Electronics Co., Ltd

18.8 Samsung Knox Portal Account means the online registration requirements available at <https://www2.samsungknox.com/en/user/register>

18.9 Samsung KME Console means the console used by Customers for the configuration, deployment, management and maintenance of their Authorised Samsung Devices

18.10 Samsung KME Portal means the Samsung Knox portal made available by Samsung to Customers to be able to manage the KME Service.

18.11 Samsung KME Terms and Conditions means the Samsung Knox Enrolment Program Agreement, Samsung Knox Web Portal Terms of Use and Samsung Knox Privacy Policy as updated from time to time

18.12 Samsung Knox Mobile Enrolment Program Agreement means the enrolment agreement available at <https://eu-kme.samsungknox.com/itadmin/en/#/termsAndConditions>

18.13 Samsung Knox Privacy Policy means the policy available at <https://www2.samsungknox.com/en/privacy-policy>

18.14 Samsung Knox Web Portal Terms of Use means the terms and conditions available at <https://www.samsungknox.com/en/terms-use>