

HR Assist Service Terms

Version Date: 26 October 2020

1. General

- 1.1 Service Summary:** HR Assist Service (the "**Service**") is a cloud based, customisable, cognitive Chatbot environment enabling Customers to add conversational abilities to applications using natural language understanding and conversational interrelation.

2. Conditions of Use

- 2.1 Customer Prerequisites:** Customer must provision and maintain the following (prior to Vodafone commencing the Service):

- 2.1.1 provide adequate and timely access to the relevant Customer personnel to enable Vodafone and / or Third Party Providers to obtain all information necessary and required to provide the Service;
- 2.1.2 provide sufficient details together with an available, suitable intranet page to embed the Chatbot, and resolve any firewall issues that may be encountered, or security approvals that may be required;
- 2.1.3 provision relevant production support for the web pages in which the Chatbot will be / is embedded;
- 2.1.4 if applicable, make available to Vodafone and / or Third Party Provider any facilities, software, hardware or other resources, obtain (at no cost to Vodafone) any licenses or approvals related to these resources that may be necessary for the provision of the Service ("**Customer Prerequisites**") 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 or significantly delays the provision of maintenance of the same, Vodafone may terminate the Service and apply a Recovery Charge including recovering reasonable costs incurred.

- 2.2 Third Party Providers:** Service Elements are provided by a Third Party Provider. 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.

- 2.2.1 Third Party Agreement:** A Third Party Provider will deliver the software Service Element. Third Party Provider terms will be set out in a separate agreement directly between Customer and the Third Party Provider (including, if relevant, shrink-wrap or click through agreements). If Customer fails to accept the Third Party's terms and conditions, Customer will not be able to access the affected Service Elements and Vodafone is excused from liability for failure to deliver. Customer may request Vodafone to act as its agent for the purposes of managing the Third Party Provider, including for placing orders, reporting Incidents, receiving invoices from, and making payments to, a Third Party Provider.

- 2.3 PSTN and IP Voice / Video Services:** Customer acknowledges that the Service is not a public voice service. Customer and its Users shall not connect or seek to connect the Service to any public voice service, including the public switched telecommunications network (PSTN) or other voice or video services (e.g. voice over IP) unless Customer purchases such services from Vodafone or Customer is permitted to connect the Service to a PSTN in accordance with Applicable Law.

- 2.4 Public Internet Service:** Customer acknowledges that the Service is not a Public Internet Service. Customer and its Users shall not connect or seek to connect the Service to a Public Internet Service and/or enable the use of public Internet for any voice or video communication service (e.g. voice over IP), unless Customer purchases public internet service from Vodafone or Customer is permitted to connect the Service to a public internet service in accordance 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 or Third Party Provider 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; (d) provide suitable office space, supplies, connectivity to the internet and other facilities reasonably requested by Vodafone or Third Party Provider; (e) provide information and materials as reasonably requested by Vodafone that are required in order to provide the Service; (f) affirm that the security of the Service depends on the non-sharing of the user login and password and the firewall security of the cloud Service that the solution runs on; (g) have agreements in place with third parties whose work may affect Vodafone's ability to provide the Service and ensure the agreement, management and performance of such third parties; (h) ensure that Customer Sites are safe and represent a suitable working environment; (i) when possible, give Vodafone 10 Working Days' notice of any event (such as power disconnection) that will disrupt the Service or affect the Equipment; (j) identify the Customer personnel (such as Project Manager, Project Sponsor etc) as requested by Vodafone from time to time with specified roles and responsibilities to interface with Vodafone Project Manager and assure participation of the appropriate Customer personnel in the Service; (k) Promptly address, escalate, and resolve any issues that may have an impact on the successful completion of the project; (l) Obtain and provide information, data, decisions and approvals, based on project timeline and any changes agreed by both parties; and (m) Provide timely input, approvals and mutually agree to the project plans and any subsequent changes. Vodafone is not responsible for any performance or non-performance issues with the Service caused by the Customer Obligations or Customer failing to comply with the Customer Obligations. If Customer fails to provision or maintain the Customer Obligations or significantly delays the provision of maintenance of the same, Vodafone may terminate the Service and apply a Recovery Charge including recovering reasonable costs incurred.

- 2.6 Customer Sites - Vodafone Obligations:** Vodafone will: (a) comply with any reasonable Customer Site access and security procedures disclosed to Vodafone in advance; (b) deliver installation and maintenance work remotely: (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; (c) activate a portal user interface to enable the Authorised Users to use the Service; (d) install specific responses on the Chatbot, customised for the Customers context set; and (e) monitor, provide incident and problem management, SaaS and cloud updates, compliance management, and login access.
- 2.7 Security Obligations:** Customer will have appropriate security policies and processes in place to prevent unwanted or unauthorized activity on its own network and the Vodafone network that it connects to. Customer will: (a) take reasonable steps to limit misuse of or threat to the Service, Equipment, or Network; (b) not engage in activities that adversely affect or interfere with the Network or any of its users; (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 Authorised Users:** Access by Customer to the Service and Equipment 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. Customer will be responsible for and will pay for the Charges including any unauthorised or fraudulent usage arising out of Customer's breach or failure to comply with the provisions of these Service Terms. Customer acknowledges that Vodafone has no liability for any loss or damage to the Customer arising from such unauthorised or fraudulent usage.
- 2.9 Applicable Laws:** Vodafone and Customer shall respectively comply with all Applicable Law.

3. Licence to Training Material

- 3.1** The Customer is granted a revocable, non-exclusive, non-assignable, worldwide, paid-up license to use, execute, reproduce, perform and modify the Utterances provided with the pre-trained content, for internal (for Customer use only), for the sole purpose of enhancing, extending or customizing the training of the Service. Any Customer enhancements or extensions of pre-trained content will be treated as Customer content. Pre-trained content may not be further distributed or used separately from the HR AI SaaS element. Vodafone has no responsibility for the training data resulting from Customer's use of and modification to the pre-trained content and Vodafone warranties will not apply. Vodafone has no responsibility to maintain or provide support for the modified library of pre-trained content containing Customer's enhancements, extensions or customizations. Utterances means the terms and phrases for specific intents which are used as the basis of training for the HR Assist Service. Intents are the purpose or goal expressed in an input, such as answering a question or processing a bill payment.

4. Equipment

- 4.1 Equipment:** Customer must have Equipment that meets Vodafone's specifications to use the Service. Customer must promptly replace or correct the affected Equipment in event it is exposed to any fraudulent activity.

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	Working Hours
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.

- 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 other actions taken when Customer has reported an Incident caused by an Excluded Event; and (b) permit Vodafone to interrupt the Service to resolve an Incident (or the Incident will be downgraded).
- 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 or a Third Party Provider will perform its standard testing procedure for the Service. When Vodafone considers that the standard testing criteria have been met and agreed by the Customer, 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 is not available for use and provide sufficient supporting details. Upon receipt of notification, Vodafone will take reasonable action to commence service delivery.

7. Service Level Terms

- 7.1 Applicability:** Service Levels and Service Credit terms apply from the Service Commencement Date depending on the Service Level measure, unless stated otherwise.
- 7.2 Excluded Events:** Vodafone is not responsible for failure to meet Service Level if the Service Level is affected by an Excluded Event.

8. Service Commencement

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 Services prior to the Agreed Delivery Date.

9. Service Availability

- 9.1 Calculation:** Percentage Availability is calculated as:

$$(A - B)/A \times 100$$

"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.

- 9.2 Service Levels:** The following Availability Service Levels apply to the HR AI software

Service Type	Service Availability (Percentage or P)
Availability of the HR AI Service Element	99.5%
The objective availability applies only to the Service use in production environments.	

10. Priority of Incidents

- 10.1** The following Priority Levels apply to the Service:

Priority Level	Priority Level examples
1	Critical or Major: An Incident that results in a critical business impact to Customer, assigned where (i) Customer experiences a complete or substantial loss of Service, (ii) a mission critical business process is not working, (iii) where no delay for resolution is accepted (impact on Services or is causing revenue leakage), or (iv) total loss of one or more Service Elements that results in the Services being unavailable
2	Significant: An Incident that results in some business impact, assigned where (i) a defect results in a critical business impact, but can be circumvented, (ii) certain functions within the software are disabled, but the business process remains operable, or (iii) degradation of Service. Example: Intermittent fault or substantial degradation of one or more of the Service Elements that substantially impacts the Service.
3	Standard: An Incident that results in a minimal business impact, assigned where Customer experiences no loss of Service and the Incident has no significant effect on the usability of the infrastructure, or the Incident materially affects the use of the Services, that is not a Priority 1 or 2 Incident such as a loss of a second site, failure of one or more resilient items of Customer Equipment, failure of a feature of non-resilient Customer Equipment e.g. power supply failure in a server.

Priority Level	Priority Level examples
4	Low: All other Incidents that do not materially affect the use of the Service not covered within the above (low impact on business and less urgency on fixing the Incident).

11. Incident Resolution Times

11.1 For Priority Level 1 and 2 Incidents, the Incident Resolution Time is calculated the time Vodafone issues a Trouble Ticket and the time Vodafone confirms to Customer that the Incident is resolved.

Priority Level	Incident Resolution Time
1	20 min
2	1 hour
3	4 hours
4	8 hours

12. Service Credit

12.1 Service Credit for Availability

12.1.1 The Service Credit is a percentage of the monthly Charge for the HR AI Service Element 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
Monthly Availability Service Level < 99.5%	10%
Monthly Availability Service Level < 99.0%	25%

12.1.2 A Service Credit cap of 25% of the monthly Charge for affected HR AI Service Element applies to the Service Credit Customer may claim for this Service Level per Monthly Measurement Period.

12.2 Service Credit Terms

12.2.1 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.

12.2.2 Service Credits do not apply to any Incident connected to: (a) any Excluded Event

12.2.3 The total Service Credit payable in any given Monthly Measurement Period may not exceed 25% of the monthly Charge for the affected IBM Watson Assistant.

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

12.2.5 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.

13. Definitions

13.1 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 (i) Vodafone in the provision of the Service and/or (ii) Customer in receipt of the Service or carrying out of its business.

13.2 Artificial Intelligence or AI – means the ability of a computer or a robot controlled by a computer to do tasks that are usually done by humans

13.3 Availability means the percentage of time the Service is available for use in a Monthly Measurement Period calculated as set out the Service Availability Service Level.

13.4 Authority means those governments, agencies, courts of law, and professional and regulatory authorities including National Regulatory Authorities ("NRAs") that supervise, regulate, investigate, or enforce Applicable Law.

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

13.6 Chatbot means an AI software that can simulate a conversation (or a chat) with a user in a natural language in a variety of different ways.

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

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

- 13.9 Customer Equipment** means Equipment not owned by Vodafone that is used with the Service. Equipment sold by Vodafone to Customer is Customer Equipment.
- 13.10 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).
- 13.11 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.
- 13.12 Data Protection Terms** means the terms regarding data protection in the General Terms, or if those General Terms are not applicable, the Data Protection Terms found at www.vodafone.com/business/vge-customer-terms.
- 13.13 Equipment** means the hardware and related software Customer must have to use the Service.
- 13.14 Equipment Terms** means the terms regarding Equipment in the General Terms, or if those General Terms are not applicable, the Equipment Terms found at www.vodafone.com/business/vge-customer-terms.
- 13.15 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 chatbot; and (h) a configuration change during implementation.
- 13.16 Extra Service Terms** means the additional terms that apply to certain Service Elements ordered by Customer.
- 13.17 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 or its Third Party Providers from performing any or all of its obligations (excluding the obligation to pay Charges).
- 13.18 General Terms** means the General Terms or master agreement identified in the Customer Agreement.
- 13.19 Incident** means an unplanned interruption to or a reduction in the quality of the Service, or a failure of a Service configuration item, and does not include Planned Works.
- 13.20 Incident Management** means the end-to-end management of Incidents by Vodafone.
- 13.21 Incumbent Provider** means the regulated operator who is authorised to provide a Service Element in a given country. An Incumbent Provider is also a Third Party Provider.
- 13.22 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).
- 13.23 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.
- 13.24 Order** is defined in the relevant Customer Agreement.
- 13.25 Party or Parties** means the parties to the Customer Agreement.
- 13.26 Price List** means Vodafone's standard pricing in the relevant territory at the applicable time.
- 13.27 Recovery Charge** means any amount payable by Customer for early termination or failure to meet commercial commitments as set out in the Customer Agreement.
- 13.28 Service Credit(s)** means the service credit payable by Vodafone to Customer in accordance with these Service Terms.
- 13.29 Service Element** means the individual components of the Service including optional services if applicable and configuration changes.
- 13.30 Service Level(s)** means the service levels that apply to the provision of the Service as set out in these Service Terms.
- 13.31 Statement of Work** means the document prepared for Customer by Vodafone providing details of the Service, if applicable.
- 13.32 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.
- 13.33 Trouble Ticket** means a record of an Incident with a unique reference allocated to it that is used for all subsequent updates and communications.
- 13.34 Unavailable or Unavailability** means a Customer cannot access the Service for reasons other than an Excluded Event.
- 13.35 User** means an end user of the Services who must be a permanent or temporary employee or sub-contractor of Customer.
- 13.36 User(s)** means any entity or individual, including any third party customer of Customer and any Customer Group Company, using any component of the Service.
- 13.37 Vodafone** means the member of the Vodafone Group that is a Party to the Customer Agreement.
- 13.38 Vodafone Equipment** means Equipment supplied by Vodafone for Customer's use.
- 13.39 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 operate" page in the "About" section at www.vodafone.com (and **Vodafone Group Company(ies)** or **VGC** has a corresponding meaning).

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

13.41 Working Hours means the hours between 0700 and 1700 (local time) on a Working Day.