

**SCHEDULE 3 – SERVICE TERMS**  
**VODAFONE DEDICATED INTERNET ACCESS (DIA)**

## 1. GENERAL

**1.1 Service Summary:** Vodafone Dedicated Internet Access Service (the “Service”) provides symmetrical access to the public Internet either over dedicated access bearers, shared access bearers, or directly to Vodafone’s IP-VPN network. The Service is provided using the Global Vodafone IP Backbone or a combination of the Global Vodafone IP Backbone and the Vodafone Global MPLS Networks (the combination is called “DIAoMSP”). In connection with the Service, Customer may also purchase the following optional Service Elements: Domain Name Services, SMTP Mail, DDoS Protection, Managed Firewall, Email Security, Internet Proxy Service, and Intrusion Detection System.

**1.2 Service Packages:** Customer will purchase the Services under one of the packages below as set out on the Commercial Terms or on an Order.

**1.2.1 Wires Only** means Customer supplies, installs, maintains, and manages the Customer Router.

**1.2.2 Managed** means Vodafone supplies, installs, maintains and manages the Vodafone Router.

**1.3 Structure:** These Service Terms apply to the Service and include or are governed by the following documents: (a) each Order, if relevant; (b) the Commercial Terms; and (c) Support Service Terms and Service Level Agreement.

## 2. COMMENCEMENT AND DELIVERY

**2.1 Service Elements:** Each Service Element may have a different Service Commencement Date, Initial Term and Renewal Term as detailed in these Service Terms, the relevant Order and/or Commercial Terms.

**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 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, Vodafone will either adjust or cancel the applicable Order subject to any Recovery Charge and/or amend the Agreed Delivery Date, as applicable.

**2.4 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”).

**2.5 Correction:** Customer must notify Vodafone within 5 Working Days of the Service Commencement Date if the Service does not 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.

**2.6 Customer Delays:** If a Customer’s act or omission delays the Service Commencement Date, then Vodafone may start billing monthly recurring charges from the original Agreed Delivery Date and charge Customer for its reasonable costs (including Third Party Provider costs that result from the delay. Examples of Customer delays are Customer’s failure to: (a) provide complete or accurate information, access, or assistance as reasonably required, and (b) complete necessary works resulting from a Site Survey. If the delay extends 60 Working Days beyond the original Agreed Delivery Date, Vodafone may terminate the Order and apply a Recovery Charge. If appropriate, Vodafone will set a new Agreed Delivery Date.

**2.7 Freeze Period:** Vodafone may delay the delivery of a Service Element during a Freeze Period if in Vodafone’s reasonable opinion there is a material risk of disruption to the Services. “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.

## 3. SERVICE

**3.1 Changes to the Service:** Vodafone may make changes to the Service, Charges, equipment, and configuration of the Vodafone network, if required due to a change in Vodafone’s or a Third Party Provider’s operations or services. Vodafone will provide Customer at least 30 days’ written notice of any change made under this clause that affects Customer’s use of the Service. If the change causes Customer a material detriment, Customer may terminate the

affected part of the Services Agreement on 30 days’ written notice to Vodafone if the change cannot be offset by Vodafone to Customer’s reasonable satisfaction. This right to terminate ends 30 days after the effective date of the change.

**3.2 Change Control:** Either Party may propose a change to the Service by written request. Upon agreement, the Parties must authorise the change in the form of a change Order or other written amendment to the Services Agreement (a “Change Order”). Vodafone has no obligation to commence work in connection with a change until a Change Order is executed by the Parties.

## 4. EQUIPMENT

**4.1 Equipment:** Customer must have Equipment on the Customer Site to use the Service.

**4.2 Use of Vodafone Equipment:** Scenario A of the Equipment Terms applies to Customer’s use of Vodafone Equipment.

**4.3 Use of Customer Equipment:** Scenario B of the Equipment Terms applies to Customer’s use of Customer Equipment.

**4.4 Equipment Sales:** If Customer purchases the Equipment from Vodafone, Scenario C of the Equipment Terms applies.

## 5. CONDITIONS OF USE

**5.1 Third Party Providers:** Vodafone will use a Third Party Provider or Vodafone Group Company that has the necessary authority to provide the Service where required by Applicable Law. Vodafone may novate any Service Agreements as required in order to comply with Applicable Law. Details of any Third Party Provider will be set out in the Order.

**5.1.1 Incumbent Providers:** In certain locations Vodafone is required to use an Incumbent Provider to deliver a Service Element (e.g., the Access Circuit provider). If an Incumbent Provider is unable, declines, or ceases to provide, the required Service Element, Vodafone will terminate the affected Service Element(s) and neither Party will be liable to the other as a result of this termination. Vodafone is not responsible for delays caused by Incumbent Providers.

**5.1.2 Third Party Agreement:** It may be necessary in certain Territories (for regulatory or tax reasons) for Customer to obtain the Services directly from a Third Party Provider under a separate agreement (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 Service 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.

**5.2 Acceptable use policy:** Customer must use the Service in compliance with Vodafone’s acceptable use policy set out at [www.vodafone.com/business/AcceptableUsePolicy](http://www.vodafone.com/business/AcceptableUsePolicy) and incorporated into these Service Terms.

**5.3 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.

**5.4 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.

**5.5 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.

**5.6 Security Obligations:** Customer will: (a) design, implement, manage, and archive configuration of internal IP protocols, LAN information, and access lists; (b) provide reasonable security on the Equipment, Customer's private networks to limit misuse of or threat to the Service, Equipment, or Network; and (c) address any misuse or threat identified by Vodafone through the implementation of appropriate security or user controls.

**5.7 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 authorized Users and keeping that information current; and (c) authorised Users' compliance with the 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 up until the time that it informs Vodafone that they are being used without authority or may be compromised.

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

**5.9 Providing Service over Existing Global IP-VPN Network Access Bearers:** For DIAoMSP, Customer may share an existing Global IP-VPN Network Access Bearer that it uses for its IP-VPN Service also for Dedicated Internet Access. In this case, if Customer terminates the IP-VPN Service at the Customer Site, then the associated Dedicated Internet Access Service at that Customer Site will also terminate.

**5.10 DNS:** Notwithstanding the assistance provided by Vodafone regarding DNS, Customer is responsible for ensuring that Customer has all necessary rights or licences to use Customer Domain Names or that Customer has all necessary rights and consents to have them registered.

**5.11 IP Address and Autonomous System Numbers ("ASNs"):** Vodafone does not own the IP Addresses and ASNs that it makes available for Customer. They are subject to availability and to recall and suspension by the relevant authorising bodies.

**5.12 Black Holing:** If Vodafone reasonably determines that there is a DDoS attack on the Vodafone IP Backbone, then Vodafone will Black Hole traffic to affected Services. Black Holed data will be lost and is not recoverable either during or following an occurrence of a DOS or DDoS attack. Vodafone is not responsible for any loss of data, loss of use or other loss arising from Black Holing.

## 6. DATA PROTECTION

**6.1** Scenario 1 of Data Protection Terms applies to Personal Data of EEA Residents.

**6.2** The US Privacy Policy at <http://www.vodafone.com/business/global-enterprise/americas/US-Privacy-Policy> applies to personal information of US residents.

## 7. ADDITIONAL DEFINITIONS

**7.1 Access Circuit** means a circuit that: (a) connects a Customer Site to the Global MPLS Network and onwards to an Internet Edge Router on the Vodafone IP Backbone; or (b) connects directly between the Customer Site and an Internet Edge Router.

**7.2 Configuration Changes** means Hard Configuration Changes and/or Soft Configuration Changes.

**7.3 Customer Domain Name** means the unique name that identifies a website registered to Customer.

**7.4 Customer Equipment** means Equipment not owned by Vodafone that is used with the Service, including a Customer Router.

**7.5 Customer Router** means a Router that is not owned by Vodafone that is used with the Service.

**7.6 Customer Site(s)** means Customer's premises that Vodafone must access to provide the Service or the location where the Service is to be provided, as detailed in the Order.

**7.7 DDoS** means Distributed Denial of Service.

**7.8 DNS** means Domain Name Service.

**7.9 EFM** means Ethernet First Mile that is a copper based Ethernet access technology that may be used to provide symmetric bandwidth Access Circuits of 2Mbps and greater.

**7.10 Equipment** means the hardware and software Customer must have to use the Service including Routers.

**7.11 Equipment Terms** means the terms set out on Annex 2 - Extra Service Terms – Equipment Terms.

**7.12 Global MPLS Network** means Vodafone's private multiprotocol label switching (MPLS) based network with underlying transport.

**7.13 Global IP-VPN Network Access Bearer** means a last mile connection into the Customer Site from Vodafone's MPLS point of presence.

**7.14 Incumbent Provider** means the regulated operator who is authorised to provide a Service Element in a given country (e.g. BT Openreach and BT Wholesale).

**7.15 Initial Term** means the term of the individual Service Element as set out in the Order or Commercial Terms.

**7.16 IP Address** means a numerical label that is assigned to any device participating in a computer network that uses the public internet for communication between its nodes.

**7.17 Order** means the document (which may be electronic) that defines the Service Element(s), Charges, location and Initial Term of each Service Element and that has been accepted by both Parties or their respective Group Companies.

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

**7.19 Router** means a router that is used in connection with the Services that may be either a Vodafone Router or a Customer Router.

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

**7.21 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.

**7.22 Support Service Terms and Service Level Agreement (SLA)** means the support service and service levels set out in Annex 1 to these Service Terms.

**7.23 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 and Incumbent Providers.

**7.24 Vodafone IP Backbone** is collectively represented by Vodafone autonomous system Networks known as AS1273, AS6660 and AS2529.

**7.25 Vodafone Equipment** means Equipment that is provided and managed by Vodafone including Vodafone Routers.

**7.26 Vodafone Router** means a Router at a Customer Site that is provided and managed by Vodafone.

**7.27 Working Day** means on Monday to Friday inclusive, but excluding public holidays in the country where the Service are being provided.

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

**ANNEX 1 TO SCHEDULE 3 – DEDICATED INTERNET ACCESS SERVICE – SUPPORT SERVICE TERMS AND SERVICE LEVEL AGREEMENT**

**1. GENERAL SUPPORT SERVICE TERMS**

- 1.1 Vodafone will provide Customer with Support Service for the Service ordered by Customer.
- 1.2 Support Service is available in English only.
- 1.3 Support Service is available as shown below:

Support Service	Service Cover Period
Incident Management	24/7

- 1.4 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.
- 1.5 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.
- 1.6 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 to resolve a Priority Level 1 or 2 Incident (or the Incident will be downgraded to a Priority Level 3 Incident).
- 1.7 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 (for example, to carry out essential maintenance or upgrades). Customer is responsible for notifying its Users, its customers or its Third Party Providers of any Planned Works.

**2. GENERAL SERVICE LEVEL TERMS**

- 2.1 Service Levels and Service Credit terms apply from the Service Commencement Date for the applicable Customer Site depending on the Service Level measure, unless stated otherwise.
- 2.2 The Service Levels and Service Credits do not apply to Incidents caused by or connected to an Excluded Event.
- 2.3 If Customer selects an access technology not recommend by Vodafone, the Service Levels will not apply to the affected Customer Site and different Service Levels or Service Level Objectives will be agreed between the Parties.

**3. SERVICE AVAILABILITY**

- 3.1 Service Availability is measured at the Service Demarcation Point of each Customer Site. This Availability Service Level only applies to Internet Access Services provided at those Customer Sites directly connected to Vodafone's Global MPLS Network or Internet Edge Router.
- 3.2 **Calculation:** Percentage Availability "P" is calculated as: [(A – B)/A] x 100. "A" equals the number of minutes in the relevant Annual Measurement Period. "B" equals the number of whole minutes when the Service is Unavailable in the Annual Measurement Period.
- 3.3 **Service Levels:** The following Availability Service Levels apply to each Customer Site based upon the Service Configuration.

Service Configuration at Customer Site	Service Availability Target (Percentage or P) Tier 1	Service Availability Target (Percentage or P) Tier 2
Single Service No Resilience	99.90%	99.85%
Single & Resilient Service Dual Parent (Diverse Internet Edge Routers)	99.95%	99.90%
Single & Resilient Service Dual Parent (Fully Diverse)	99.99%	99.95%

**4. PRIORITY OF INCIDENTS**

- 4.1 The following Priority Level Definitions apply to the Service:

Priority Level	Priority Level Definitions
1	Total loss of Service at one or more Customer Sites.
2	Partial loss of Service at one or more Customer Sites that, as assessed by Vodafone, has a significant detrimental effect on Customer's ability to perform normal communications but that does not represent a total loss of the Service, including: <ul style="list-style-type: none"> <li>(a) loss of resilience at one or more Customer Sites (meaning a loss of any of the primary or resilient service); or</li> <li>(b) Packet loss &gt;25%.</li> </ul>

3	Degradation of Service performance or a Priority Level 2 Incident when Vodafone is not granted access to the relevant Customer Site or when Vodafone has not been able, for any reason outside of Vodafone's reasonable control, to take down the Service in order to restore normal service.
4	All non-service affecting Incidents.

**5. INCIDENT RESOLUTION TIMES**

- 5.1 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	Service Level Target Tier 1	Service Level Target Tier 2
1	5 hours	6 hours
2	5 hours	6 hours
3	Reasonable endeavours	Reasonable endeavours
4	Reasonable endeavours	Reasonable endeavours

**6. SERVICE CREDITS**

**6.1 Service Credit – Availability**

- 6.2 The Service Credit is a percentage of one month's Monthly Recurring Charges for each affected Customer Site as set out below.

Number of hours beyond Service Level target when the Service is Unavailable	Single Service No Resilience	Single & Resilient Service Dual Parent (either with Diverse Internet Edge Routers or Fully Diverse)
Between 1 and 15 hours inclusive rounded up to the nearest hour	2.5% per hour that the Service Level is exceeded	5% per hour that the Service Level is exceeded
More than 15 hours	50%	100%
Customer may only claim a Service Credit for the highest applicable time period category, not each time period that may pass for this Service Level.		

**6.3 Service Credit for Incident Resolution**

- 6.3.1 The Service Credit is a percentage of the monthly recurring port Charges for the affected Customer Site for the month when the Service Level was exceeded. The following Service Credit applies to the Incident Resolution Service Levels:

Number of hours beyond the Incident resolution Service Level that the Priority Level 1 or 2 Incident remains unresolved	Service Credit Percentage	
	Single Service No Resilience; or Single & Resilient Service Dual Parent (Diverse Internet Edge Routers)	Single & Resilient Service Dual Parent (Fully Diverse)
Between 1 and 15 hours inclusive rounded up to the nearest hour	2.5% per hour	5% per hour
More than 15 hours	50%	100%
Customer may only claim a Service Credit for the highest applicable time period category, not each time period that may pass for the same Incident.		

**6.4 Service Credit for delay**

- 6.4.1 Customer is entitled to a Service Credit if the Service Commencement Date of a new Service Element at a Customer Site or Hard Configuration Change to an existing Customer Site with a suitable Existing Global IP-VPN Network Access Bearer is delayed beyond the Agreed Delivery Date.

- 6.4.2 The applicable Customer Site must be directly connected to the Vodafone IP Backbone.

Delay in Service Commencement Date of:	Number of whole Working Days beyond Agreed Delivery Date	Service Credit (% of the installation Charge)
New Customer Site or existing Customer Site with a suitable Existing Global IP-VPN Network Access Bearer	1 to 10 days	5%
	11 to 20 days	20%
	>20 days	25%
A Service Credit cap of 25% of the installation Charge for the affected Service Element applies to the Service Credit Customer may claim for this Service Level.		



6.4.3 The installation Charge referenced above is Vodafone's standard installation Charge excluding additional charges due to specific Customer Site requirements, such as additional construction charges.

**6.5 Service Credit Terms**

6.5.1 Customer must claim all Service Credits via its Vodafone account manager within 30 days of the end of the Measurement Period. Service Credits will be applied to Customer's next bill after agreement that Service Credits are due.

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

6.5.3 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 may only be applied to Charges for the Service and have no cash value.

**7. DEFINITIONS**

**7.1 Annual Measurement Period** means the period of twelve months from the Service Commencement Date or each anniversary of the Service Commencement Date thereafter (or a period of twelve months as otherwise agreed between the parties).

**7.2 Availability** means the percentage of time the Service is available for use at each Customer Site in an Annual Measurement Period.

**7.3 Excluded Event** means any of the following: (a) an Incident associated with non-Vodafone-supplied power, Customer Equipment, or other systems or networks not operated or provided by Vodafone; (b) an Incident caused by the negligence, act, or omission of Customer or a third-party not within Vodafone's direct control; (c) Customer's delay or non-performance of any of Customer obligations set out in the Services Agreement; (d) Customer's request to modify or test a Service Element; (e) a Force Majeure event or Service suspension that is permitted under the Service Agreement, including Planned Works; (f) the inability or refusal by a Third Party Provider to provide the Access Circuit at a Customer Site; (g) a Configuration Change during implementation.

**7.4 Hard Configuration Change** means a change to the Services provided to Customer that may include one or more of the following:

7.4.1 transfer of a Service Element from one Customer Site to another;

7.4.2 migrating between physical Access Circuit options;

7.4.3 modifications requested by Customer to alter a Service Element requiring physical intervention;

7.4.4 physical movement within a Customer Site (e.g., communications room move); or

7.4.5 the cessation of a Service Element at a Customer Site.

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

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

**7.7 Internet Edge Router** means a Router on the Vodafone IP Backbone that an Access Circuit: (a) connects to once it has traversed the Global MPLS Network; or (b) connects to directly.

**7.8 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).

**7.9 Service Credits** means the service credits payable by Vodafone to Customer in accordance with these Service Terms.

**7.10 Service Demarcation Point** means the access interface on the Vodafone Router or Access Circuit.

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

**7.12 Soft Configuration Change** means a change to the Services provided to Customer that does not constitute a Hard Configuration Change, including, without limitation, the following: modifying or providing new IP Addresses; or modifying the Service Bandwidth provided over an Access Circuit.

**7.13 Tier 1 and Tier 2** mean

Tier 1	Tier 2
Australia, Austria, Belgium, Czech Republic, Denmark, Finland, France, Germany, Hong Kong, Hungary, Italy, Ireland (Republic of), Japan, Luxembourg, Netherlands, Norway, Portugal, Singapore, Spain, Sweden, Switzerland, Ukraine, UK, USA	Russia

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

**7.15 Unavailable or Unavailability** means a Customer Site cannot access the Vodafone IP Backbone for reasons other than an Excluded Event.

**1. Structure.** These Extra Service Terms form part of the Service Terms for the DIA Service depending upon the Service Package Customer orders. These Extra Service Terms will supersede the DIA Service Terms, but only with regard to Equipment.

Scenario A: Customer uses Vodafone Equipment with the Service.

**2.** Title to the Vodafone Equipment at all times belongs with Vodafone, its suppliers or subcontractors. Customer may not resell, distribute, provide or sub-licence the Vodafone Equipment to any third party.

**3.** Customer agrees to: (a) use the Vodafone Equipment only for the purpose of using the Services, in accordance with Applicable Law and Vodafone's instructions; (b) use only compatible Vodafone Equipment that is in good working order in conjunction with it; (c) allow only Vodafone's authorized representatives to add to, modify, or alter it; (d) indemnify Vodafone for, and notify Vodafone immediately of, loss or damage to it, save for reasonable wear and tear or loss or damage caused by Vodafone or its representatives; (e) connect the Vodafone Equipment to the Network only using a Vodafone approved network termination point; (f) permit Vodafone to inspect or test the Vodafone Equipment (either on Customer Site or remotely); and (g) return the Vodafone Equipment to Vodafone upon termination of the Service or upon its replacement by Vodafone.

Scenario B: Customer uses Customer Equipment with the Service

**4.** Customer agrees to provide Customer Equipment in connection with the Service. Customer must: (a) purchase Customer Equipment meeting Vodafone specifications; (b) install and configure the Customer Equipment at the agreed location(s) no later than the Agreed Delivery Date or as otherwise agreed; (c) support and maintain the Customer Equipment according to OEM recommendations, including prompt installation of security patches and updates; (d) be responsible for the configuration and compatibility of Customer Equipment with the Service; (e) promptly replace or correct any Customer Equipment that Vodafone determines is incompatible with the Service or is likely to interfere with the Service or Network, and reimburse Vodafone for any additional costs Vodafone incurs as a result; (f) after the Service terminates, give Vodafone prompt access to and reasonable help with disconnecting Customer Equipment from the Service; and (g) dispose of Customer Equipment in accordance with Applicable Law. Customer acknowledges that failure to comply with this clause may prevent its ability to use the Service and will excuse Vodafone from liability for failure to deliver the Service.

Scenario C: Customer purchases Equipment from Vodafone

**5.** Vodafone will deliver Equipment to the agreed delivery address. Risk in the Equipment passes to Customer upon delivery. If the Equipment is damaged on delivery, Customer must notify Vodafone within 5 Working Days of delivery and provide written details. If Equipment is not delivered within 10 Working Days of the relevant delivery date, Customer must notify Vodafone as soon as possible. After verification of delivery details, Vodafone will send replacement Equipment free of delivery charge.

**6.** If Vodafone delivers Equipment to Customer from outside the country of delivery:

**6.1** The Equipment will be shipped to Customer DAP (Incoterms 2010);

**6.2** Customer will be the importer of record and must clear the Equipment through the customs authority in the country of delivery and pay any import duties, copyright levies and all other related charges; and

**6.3** Customer will be responsible as producer for the proper recording, treatment and disposal of Equipment and compliance with related local Applicable Laws, such as the European Community Waste Electronic and Electrical Equipment Directives 2002/96/EC, 2012/19/EU and Directive 2006/66/EC on Batteries and Accumulators.

**7.** After sale to Customer, the Equipment is considered a "Customer Equipment". Once title to the Equipment is transferred to Customer, Customer may resell, distribute, provide or sub-license the Equipment to any third party as long as Customer complies with

its obligations for Customer Equipment under the Service Agreement and the OEM licence terms.

**8.** Equipment return. If Customer wishes to return Equipment after delivery it must follow the OEM's return process and pay return shipping charges. Vodafone does not accept any Equipment returns.

**9.** Vodafone will pass on the benefit of any warranties that Vodafone obtains from the manufacturer of any Equipment sold by Vodafone to Customer; however, Vodafone does not assign any of its rights or appoint Customer to act on Vodafone's behalf. If 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) within the Equipment warranty period, Customer may notify the OEM. As stated in the relevant OEM's warranty, the OEM may either repair or replace the faulty Equipment at its discretion. This clause states Customer's sole remedy for faulty Equipment.

**10.** If Vodafone is unable to provide the Equipment or Services requested, Vodafone will agree with Customer to provide alternative Equipment or Services if practicable to do so.

**11.** Vodafone does not own the IPR in the Equipment. Vodafone grants no license to use any IPR in the Equipment, nor will Vodafone defend or indemnify Customer for any infringement claims connected to the Equipment. Vodafone and the OEM's aggregate liability under or in connection with a claim for Equipment (whether in contract, tort (including negligence), breach of statutory duty, indemnity or otherwise) will not exceed the amount of the Charges paid or payable in respect of the Equipment that is the subject of the liability. This liability cap does not apply to non-payment of Charges.

**12.** Customer agrees to: (a) install and configure the Customer Equipment at the agreed location(s) no later than the Agreed Delivery Date or as otherwise agreed; (b) support, maintain and be responsible for the configuration and compatibility of Customer Equipment with the Service; (c) promptly replace or correct any Customer Equipment that Vodafone determines is incompatible with the Service or is likely to interfere with the Service or Network, and reimburse Vodafone for any additional costs Vodafone incurs as a result; and (d) after the Service terminates, give Vodafone prompt access to and reasonable help with disconnecting Customer Equipment from the Service; and (e) dispose of Customer Equipment in accordance with Applicable Law. Customer acknowledges that failure to comply with this clause may prevent its ability to use the Service and will excuse Vodafone from liability for failure to deliver the Service.

**13. Cisco End User Terms:** Customer agrees to comply with the terms and conditions as contained under the URL links below, as updated from time to time:

**13.1 Cisco Service Descriptions.** The Cisco Service Descriptions and additional End User Obligations are located at: [www.cisco.com/web/about/doing\\_business/legal/service\\_descriptions/](http://www.cisco.com/web/about/doing_business/legal/service_descriptions/)

**13.2 Cisco End User License Terms.** Cisco branded products and documentation are provided to the End User subject to the then-current Cisco end user license terms. A current copy of the Cisco End User license terms is available at: <http://www.cisco.com/c/en/us/td/docs/general/warranty/English/EU1KEN.html>

**13.3 Cisco Limited Warranty.** The only warranty provided with respect to any Cisco Product is the written limited warranty statement provided with that Product or, if no warranty statement is provided with a Product, the Limited Warranty Statement is available at the following URL: <http://www.cisco.com/c/en/us/products/warranty-listing.html>

**13.4 Disclaimer.** Except as specified in the Limited Warranty statement specified in Paragraph 3 above, all express or implied conditions, representations or warranties, including, without limitation, any implied warranty or condition of merchantability, fitness for a particular purpose (even if known to Cisco), non-infringement, satisfactory quality or arising from a course of dealing, law, usage or trade practice are hereby excluded to the greatest extent allowed by applicable law. To the extent an implied warranty cannot be excluded, such warranty is limited to the 90 day period provided in the Limited Warranty Statement. This disclaimer and exclusion will apply even if the express warranty set forth above fails of its essential purpose.

**13.5 Compliance with Laws.** End users have an obligation to comply with all applicable Cisco published policies, including Software Transfer Policy, Used Equipment Policy as published by Cisco and as amended from time to time; for example: [http://www.cisco.com/c/en/us/products/cisco\\_software\\_transfer\\_relicensing\\_policy.html](http://www.cisco.com/c/en/us/products/cisco_software_transfer_relicensing_policy.html)

Equipment Terms that apply to all Scenarios

**14.** The use, export, and/or import of certain Equipment are subject to Applicable Laws ("Regulated Items"). Customer must only deploy, export, import, and/or disclose Regulated Items in strict compliance with all Applicable Laws, and specifically Applicable Laws regarding encryption. If Applicable Law prohibits the export, re-export, import, and/or use of a Regulated Item in certain

jurisdictions, that prohibition may preclude the use of the Service in those jurisdictions.

**15.** Customer will comply with any license agreement provided with the Equipment and in these Extra Services Terms, including shrink wrap, click-through and open source licenses agreements.

**16.** Vodafone's liability to Customer for third party claims for infringement of IPR in the Equipment will not exceed the liability of the OEM or reseller to Vodafone.

**17. Definitions.** The following definitions apply to these Equipment Terms in addition to the definitions contained in the rest of the Services Agreement:

**17.1 OEM** means a third party Equipment manufacturer or service provider.

**SCHEDULE 4 - COMMERCIAL TERMS**  
**VODAFONE DEDICATED INTERNET ACCESS (DIA)**

**1. GENERAL COMMERCIAL TERMS**

Orders	Customer may place an Order for Service, that will form a Services Agreement between Customer and Vodafone (or Vodafone Group Company) with an effective date as set out in the Order (or if not set out, then upon the acceptance of the Order by the relevant Parties). The Service Agreement incorporates these Commercial Terms, the Service Terms, the General Terms and Data Protection Terms.
Payment Terms	within 30 days of the date of invoice by bank transfer
Billing Frequency	monthly
Monthly Recurring Charges	for example, port, access, service management, maintenance, and other recurring Charges. Monthly Recurring Charges begin on the Service Commencement Date and are billed one calendar month in advance.
One off Charges	for example, Service Element installation, Configuration Change, Recovery Charge and other one off Charges. One off Charges may be billed from the effective date as set out in the Order (or if not set out, then upon the acceptance of the Order by the relevant Parties).
Central Billing Option	When Customer is invoiced for Services in a country other than the country of delivery (" <b>Central Billing</b> "), Vodafone will deliver Services from the Vodafone Group Company licensed in the relevant country. Those Vodafone Group Companies include:  Vodafone Enterprise Australia Pty Limited Vodafone Enterprise Austria GmbH Vodafone Belgium SA/NV Vodafone Enterprise France SAS Vodafone Enterprise Germany GmbH Vodafone Ireland Limited Vodafone Enterprise Italy Srl Vodafone Enterprise U.K. Japan Branch Vodafone Enterprise Luxembourg S.A. Vodafone Enterprise Hong Kong Ltd Vodafone Enterprise Netherlands B.V. Cable & Wireless CIS Svyaz LLC Vodafone Enterprise Singapore Pte. Ltd. Vodafone Enterprise Spain SLU Vodafone Enterprise Sweden AB Vodafone Enterprise Switzerland AG Vodafone Limited Vodafone US Inc.

**2. ADDITIONAL CHARGES**

**2.1 Modification of the Service.** Vodafone may adjust or cancel an Order: (a) if Customer requests a modification to the Services before the Agreed Delivery Date; (b) if using EFM technology, the Access Circuit bandwidth that has been ordered cannot be delivered; or (c) if changes are necessary as a result of: (i) the Site Survey; or (ii) Customer providing inaccurate or incomplete information. If changes or cancellation are due to Customer's acts or omissions, Customer will be responsible for Vodafone's reasonable costs resulting from the modification and Recovery Charge resulting from the cancellation.

**2.2 Configuration Change:** Vodafone will be entitled to make an additional one-off charge for each Configuration Change. Vodafone will advise Customer of the amount of this charge when Customer requests the Configuration Change in accordance with the Service Change Request Procedure.

**2.3 Suspension.** Vodafone may suspend a Service or Service Element due to Customer's or User's breach of the Service Terms or of the Services Agreement. If Customer cures the cause of the Service suspension, Vodafone will resume the Service once

Customer pays Vodafone's reasonable costs and expenses to resume the Service. If Customer does not cure the cause of the Service suspension within 30 days of written notice from Vodafone (or 14 days in the case of a failure to pay Charges when due), Customer will be in material breach of the Services Agreement.

**2.4 Cancellation of Equipment Installation.** If Customer cancels the installation of any Equipment within 72 hours of the advised installation date, Customer is responsible for the applicable Recovery Charge and Vodafone may terminate the affected Service without liability to Customer.

**2.5 Ancillary Charges.** Customer agrees to pay Vodafone for Ancillary Charges if relevant. "**Ancillary Charges**" means (a) ancillary, excess, construction or miscellaneous Charges necessary for the provision and support of the Service; (b) Vodafone's costs when Customer has reported an Incident that is caused by an Excluded Event; (c) Vodafone's costs when it cannot perform work at a Customer Site because Customer has failed to comply with Vodafone's instructions or Vodafone is denied access to the Customer Site; and (d) Customer requires Service outside of Working Hours at a Customer Site.

**3. RECOVERY CHARGES**

**3.1** Customer shall pay Recovery Charges within 30 days of invoice date for terminating a Service Element as set out below. Recovery Charges are calculated on Vodafone's standard (undiscounted or waived) Charges.

**3.2 If Customer terminates a Service Element after acceptance an Order but before the Agreed Delivery Date, the Recovery Charge equals:**

(a) The percentage of Standard Installation Charges set out below:

Number of Working Days before Agreed Delivery Date that Termination Notice is Received by Vodafone	Percentage of Standard Installation Charges
1 to 20	100%
>21	50%

(b) Plus any related local access charges.

**3.3 If Customer terminates a Service Element after the Service Commencement Date but before the expiry of the Initial Term or a Renewal Term:**

Termination Date	Recovery Charge Calculation
before expiry of the Initial Term	(a) 100% of Recurring Monthly Charges for the terminated Service Element x the number of whole and partial months remaining in the Initial Term from the date of termination; and (b) any related local access charges.
before expiry of a Renewal Term	(a) 100% of Monthly Recurring Charges for the terminated Service Element x the number of whole and partial months remaining in the Renewal Term following from the date of termination; and (b) any related local access charges.

**4. SPECIFIC COMMERCIAL TERMS**

Initial Term	is stated on the Order. Service will renew automatically unless either Party notifies the other of its intent not to renew at least 30 days prior to the expiry of the Initial Term.
Renewal Term	For the same period as the Initial Term, unless otherwise stated on the Order.
Pricing	is stated on the Order. Pricing will revert to Vodafone's Standard Pricing List upon expiration of the Initial Term.

## **5. Equipment Sales Terms:**

The following terms apply if Customer has purchased Equipment from Vodafone:

**5.1 Order and payment.** Customer shall pay the Charges for Routers and Equipment as set out in the Order. Order details may be set out on the Bill of Materials or in a Statement of Work.

**5.2 No Cancellation.** Individual Orders are non-cancellable unless the entire Services Agreement is terminated for cause or Force Majeure.

**5.3 Shipping Costs.** Unless otherwise stated in the Order, Customer will reimburse Vodafone for shipping costs.

**5.4 Suspension of Orders.** When Customer does not pay the Charges by the due date without raising a permitted invoice dispute,

Vodafone is entitled, until paid in full and with 7 days' written notice, to suspend any further deliveries of any Equipment and/or the provision of any Services under any and all Orders and Customer's failure to pay will be deemed a material breach of this Agreement.

## **6. Domain Name Services:**

If Customer has purchased Domain Name Services from Vodafone, Customer Domain Names will be automatically renewed 30 days prior to the end of the Initial Term or any subsequent Renewal Term. If Customer wants to cancel a Customer Domain Name then Customer must provide Vodafone with at least 30 days written notice prior to the expiry of the then current Initial Term or Renewal Term (as applicable).