Service Terms last revised on 2 December 2019.

1. GENERAL

- 1.1 Service Summary: Vodafone Enterprise Broadband Service offers Customers broadband services using, at Vodafone's option, ADSL and FTTC access technologies carried over the Vodafone Network and any third party network that Vodafone uses to offer the Service. In connection with the Service, Customer may purchase Sure Rate Broadband Speed, IP Address Multi Static IP Block and Support Service as Optional Service Elements. The term "Service" includes each Service Element.
- **1.2 Service Packages:** Customer will purchase the Service under one of the packages below as set out on the Customer Agreement or on an Order. Both packages include: Single Account, Broadband Package, IP Address (Dynamic IP or Single Static IP) and VCop Compliance.
- (a) **Broadband only** means Vodafone provides only the broadband connection, with no fixed line services. Customer uses its existing provider for fixed line and voice calls, which must be a PSTN voice line provided over the BT cabling network. Vodafone will provide a router if that option is chosen in the Customer Agreement.
- (b) **Broadband and Fixed Line** means Vodafone provides broadband connection and fixed line services. Customer has the option of either ordering a new line from Vodafone or requesting a transfer of its existing line from its existing provider to Vodafone. A bar will be placed on the line to prevent voice calls from being made.
- 1.3 Structure and Precedence: Notwithstanding any terms in any framework agreement between the Parties, these Service Terms apply to the Service and include or are governed by the following documents and if there are any conflicting terms in these Service Terms, the following order of precedence applies (highest level of precedence first): (a) each Order; (b) the Customer Agreement; (c) Extra Service Terms, if applicable to the specific Service Element; (d) the Service Terms; and (e) the General Terms.

2. CONDITIONS OF USE

- 2.1 Customer Prerequisites: Customer must provision and maintain: (a) the right (including any necessary wayleave) to have fixed lines installed at the Customer's Sites; (b) Connection to a suitably equipped Openreach exchange at which there is appropriate capacity; (c) a wall mounted power socket within two metres of the master phone socket; and (d) the ability for an engineer to access the service location at a Customer Site for installation and repair purposes ("Customer Prerequisites") to receive Service. Vodafone is not responsible for any performance or non-performance issues with the Service caused by the Customer Prerequisites or Customer failing to comply with the Customer Prerequisites. If Customer fails to provision or maintain the Customer Prerequisites, Vodafone may terminate the Service and apply a Recovery Charge.
- 2.2 Mandatory Accompanying Services: In order to receive the Service, Customer must also purchase from Vodafone and maintain the following "Mandatory Accompanying Services" (the terms and charges for the Mandatory Accompanying Services are not included in these Service Terms): (a) router/modem with microfilter or prefiltered master socket, to be provided by Customer or Vodafone (if Vodafone router has been ordered for the relevant Connection); or (b) Access Line which is a suitable BT analogue exchange line with no incompatible services operating on it, to be provided by Customer or Vodafone (if a fixed line has been ordered for the relevant Connection). If Customer fails to purchase or maintain the Mandatory Accompanying Services, Vodafone may terminate the Service and charge Customer any applicable Recovery Charge.
- **2.3 IP Addresses and Domains:** Any IP or other network addresses allocated to the Customer by Vodafone are for use only in connection with the Service, all rights in such addresses belong to Vodafone and the Customer's right to use them shall revert to Vodafone upon termination of the Customer Agreement.

2.4 Third Party Providers:

Service Elements may be 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.

2.5 Incumbent Providers: In certain locations Vodafone is required to use an Incumbent Provider to deliver a Service Element (e.g., the last mile access 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.

- 2.6 Third Party Agreement: 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.
- 2.7 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.
- 2.8 Customer Sites Customer Obligations: For the purposes of preparing for and delivery of the Service, Customer agrees to: (a) have in place (or assist Vodafone to do so at Customer's cost) all third party consents necessary to allow Vodafone or its subcontractors to: (i) access Customer Sites, Equipment, and third party property; and (ii) install, configure or maintain Equipment on Customer Sites or third party property; (b) provide secure storage for Equipment sent to Customer Sites; (c) prepare Customer Sites in accordance with Vodafone's instructions; and (d) ensure that Customer Sites are safe and represent a suitable working environment; and (e) when possible, give Vodafone 10 Working Days' notice of any event (such as power disconnection) that will disrupt the Service or affect the Equipment.
- 2.9 Customer Sites Vodafone Obligations: Vodafone will: (a) comply with any reasonable Customer Site access and security procedures disclosed to Vodafone in advance; and (b) deliver installation and maintenance work: (i) during Working Hours, when the work does not involve any suspension of the Service; or (ii) subject to additional charge notified to Customer in advance, outside of Working Hours if requested by Customer or if Vodafone is unable to deliver the works during Working Hours for reasons outside of Vodafone's control.
- **2.10 Customer's Sites changes.** If during the Initial Term the Customer notifies Vodafone that it wishes to change the locations of any of the Connections or the Customer's Sites to which Vodafone supplies the Service, the Customer Agreement will terminate automatically in respect of all relevant Connections (but not otherwise) with effect from the date on which the relevant Connection is relocated and any applicable Recovery Charge will apply. The provision of broadband services to any new location or Customer Site will be subject to a separate Order and Minimum Term.
- **2.11 Security Obligations:** Customer will: (a) take reasonable steps with entities it controls in line with commercial good practice to limit misuse of or threat to the Service, Equipment, or Network; (b) notify Vodafone of any Customer security issues which are likely to materially adversely impact the Network; (c) address any misuse or threat identified by Vodafone through the implementation of appropriate security or user controls and (d) seek prior approval from Vodafone before running any security tests, vulnerability scans or penetration tests on Equipment or Service.
- **2.12 Termination of previous Service Providers.** By entering into the Customer Agreement, the Customer authorises Vodafone to terminate and migrate the Customer's existing broadband and, if fixed line Service is being purchased, fixed line service to Vodafone in respect of each Connection at each Customer Site. The Customer:
- (a) authorises Vodafone to terminate its own, Users' and/or any relevant third party's existing agreements;
- (b) shall be solely responsible for providing all telephone numbers, addresses and other information which Vodafone requests in connection with any such termination and migration; and
- (c) shall, before the Agreed Delivery Date, procure that all Users and any relevant third party comply with all reasonable requirements in connection with such termination and migration (including providing access to any relevant Customer Site on the Agreed Delivery Date).

- 2.13 Wrongful Cancellation. Vodafone will not be liable for wrongful cancellation of any agreements between the Customer or any User or any third party and its previous provider of broadband or fixed line services or for any monies owing, termination fees or any other charges or claims levied by any such previous service provider, BT or any other third party in connection with the termination or migration of existing broadband or fixed line services. The Customer shall indemnify Vodafone against any and all claims and losses of any nature arising out of or in connection with the termination or migration of any broadband or fixed line services agreements pursuant to this Agreement.
- **2.14** Cessation of Service. Following termination of the Service, Customer will be issued with a final bill, which will be calculated and sent out to the Customer once all outstanding Charges, including any Recovery Charges have been identified. This may take up to eight weeks. It is not possible to terminate each Service Element seperately. If the Customer is terminating the Service in respect of any Connection they should be aware that they will lose all service purchased under these Service Terms in respect of that Connection unless they have made arrangements to have their service transferred to another service provider.
- **2.15 Freeze Period:** Vodafone may delay the delivery of a Service Element during a Freeze Period. "Freeze Period" means: (i) the period generally from 1 December to 15 January each year; and (ii) any period involving a significant spike in Network usage.
- **2.16 Applicable Laws:** Vodafone and Customer shall respectively comply with all Applicable Law.
- 2.17 AUP: Customer agrees to comply with Vodafone's Acceptable Use Policy available at www.vodafone.com/business/AcceptableUsePolicy.
- 2.18 Coverage: Actual throughput speed (actual speed experienced at a particular time when connected to the internet) experienced may be lower than the estimated access line speed due to a number of factors including but not limited to (a) nature of the Customer's line; (b) Vodafone's Network capacity; (c) number of customers sharing the relevant network infrastructure; (d) number of customers accessing a particular website at any one time or time of day; and (e) Vodafone's AUP.

2.19 Broadband Speeds

- 2.19.1 Line Speed: Under the OFCOM Voluntary Business Broadband Speeds Code of Practice ("VCoP") and subject to clause 2.18 above, if, following notification to Vodafone by the Customer, it is determined that the Customer's access line speed (speed of data connection between the broadband modem and the local exchange or cable head end) in respect of any Connection is significantly below the estimated range of access line speeds detailed in the Order, Vodafone shall follow the process set out in clauses 2.19.2 to 2.19.4. In this clause, "significantly below" means the Customer's actual access line speed for a specific Connection falls below the access line speed achieved by the bottom 10th percentile of Vodafone's relevant base of customers as advised to the Customer at the point of the Customer reporting its speed issues to Vodafone (the "minimum guaranteed access line speed"). Vodafone's own speed checker shall be used for determining whether the Customer's access line speed falls below the minimum guaranteed access line speed.
- 2.19.2 **Lower Speed:** Where the cause of the lower speed is within Vodafone's control, Vodafone will attempt to remedy the issue. In the case of dependent services provided under the Customer Agreement and supported by the speed-impacted Service, any attempted remedy shall be provided within 15 Working Days of the initial notification where reasonably practicable.
- 2.19.3 **Line Issues:** If Vodafone is unable to resolve the issue with remedial action (including advice on how to alleviate the speed issues on the affected line) and is unable to offset the speed issues to the Customer's satisfaction, subject to clause 2.19.4 below, Customer has the option of terminating the Service in relation to the affected Connections only (and any dependent services (i.e. routers or premium SLA reporting) which cannot be separated from the affected Service which Vodafone shall advise the Customer of without payment of any Recovery Charge. For the avoidance of doubt this right to terminate the Service is limited to the Connection(s) which fail to meet the minimum guaranteed access line speed, not all Connections under the Customer Agreement (if applicable) and shall not apply to any service which can operate independently of the affected Service.
- 2.19.4 **Line Termination:** If the Customer wishes to terminate the affected Connections as a result of broadband speeds failing to meet the minimum guaranteed access line speed, it must provide 30 days prior written notice to Vodafone within 14 days of Vodafone

notifying the Customer that it has been unable to resolve the speed issues with the Customer's affected line.

2.20 Lines. Fixed line services will use a connection to the Vodafone Network via Openreach exchange lines that are installed or taken over by Vodafone and rented to the Customer as requested on the Order or which already exist when the line is taken over. The Customer may request that Vodafone: (a) takes over existing WLR lines, retaining the Customer's existing numbers and call and network features (where applicable); (b) takes over existing WLR lines, with new call and network features; (c) connects new lines with a full range of call and network features; or (d) moves, changes or remove lines or call and network features.

2.21 Telephone Numbers

- 2.21.1 Existing Telephone Numbers: Vodafone will make reasonable efforts to retain the Customer's existing telephone number(s) when the Customer transfers to Vodafone but may: (i) allocate new telephone numbers to the Customer; (ii) reallocate or change such telephone numbers as a result of changes in Applicable Law or instructions from any Authority, but in doing so shall use all reasonable efforts to minimize disruption to the Customer; and (iii) withdraw such telephone numbers where the Customer or User fails to comply with the Customer Agreement. If the Customer orders a fixed line and does not request transfer of its existing telephone number(s), Vodafone will allocate a new number to that fixed line.
- 2.21.2 Allocated Telephone Numbers: Subject to the provisions of any Applicable Law, regulation or licence condition, telephone numbers allocated to the Customer and all rights in those numbers shall belong to Vodafone and the Customer shall not sell or transfer, or attempt to sell or transfer, any telephone number to a third party. The Customer shall have no trade name right in any telephone number that Vodafone allocates to it nor any trade name right that may develop in any telephone number allocated to it and Vodafone may withdraw such telephone number(s) where the Customer or User fails to comply with the Customer Agreement.
- 2.21.3 **Transferring telephone numbers:** Vodafone shall (where applicable) provide a facility for transferring or porting telephone numbers in accordance with Applicable Law and standard industry practice. Where fixed line telephone numbers are to be transferred to Vodafone, then the Customer will need to complete and send the porting authority letters to Vodafone using templates provided.

3. EQUIPMENT

- **3.1 Equipment:** Customer must have Equipment that meets Vodafone's specifications on the Customer Site to use the Service. Customer may purchase Equipment from Vodafone or from its own suppliers. The Equipment Terms apply to Vodafone Equipment and Customer Equipment.
- **3.2 Routers:** Customers have the option of purchasing a Vodafone-supplied router or can provide their own router from an approved Openreach list. The Vodafone router, which is preconfigured to a standard build, can be posted to the User either at the Customer Site where it is to be used or at a central address provided by the Customer. Where the Customer chooses to have the router delivered to a central address rather than directly to the User, it is the Customer's responsibility to ensure that the correct router is sent to the correct Customer Site, so that any configuration is correctly deployed to the correct router on activation.
- **3.3** Loss of Equipment: If the Customer's Equipment is lost or stolen after delivery the Customer must inform Vodafone as soon as possible in order to limit misuse. The Customer must pay for all Charges incurred in respect of that Equipment and must continue to pay the Charges until the Customer Agreement has been terminated in accordance with the General Terms.
- 3.4 Maintenance: Vodafone will support, maintain, upgrade and/or replace Equipment as required for Service performance ("Maintenance"). Vodafone will provide Customer with reasonable advance notice of any Maintenance activities that will require Customer cooperation or access to a Customer Site. Customer agrees to cooperate with Vodafone in its performance of Maintenance. If Customer fails to do so, Vodafone is not responsible for Service performance related to Equipment that requires Maintenance.
- **3.5 Installation by the Customer**: If the Customer installs the Equipment or Customer Equipment in connection with the Service it is wholly responsible for:
- (a) Connecting a suitable microfilter or pre-filtered master socket to the carrier's master socket (and any extension sockets) at the Customer Site;
- (b) Connecting a suitable router to the relevant port on the microfilter; and

(c) If relevant, connecting a suitable modem for an ADSL or FTTC supplied DSL service to enable access to the Service.

4. DATA PROTECTION

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

5. SUPPORT AND DELIVERY SERVICES

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

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

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

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

- **5.3 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.
- **5.4 Conditions:** Customer will: (a) reimburse Vodafone for reasonable expenses associated with a Customer Site visit or for other actions taken when Customer has reported an Incident caused by an Excluded Event; and (b) permit Vodafone to interrupt the Service at the Customer Site to resolve a Priority Level 1 or 2 Incident (or the Incident will be downgraded to a Priority Level 3 Incident).
- **5.5 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).
- **5.6** 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.
- **5.7 Service Commencement Date:** Vodafone will make the Service available to Customer and notify Customer that the Service is ready for use ("Service Commencement Date").
- **5.8 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.

6. SERVICE LEVEL OBJECTIVE TERMS

- **6.1 Applicability**: Service Level Objectives apply from the Service Commencement Date for the applicable Customer Site depending on the Service Level Objective measure, unless stated otherwise.
- **6.2 Excluded Events:** Vodafone is not responsible for failure to meet Service Level Objective if the Service Level Objective is affected by an Excluded Event.

7. SERVICE COMMENCEMENT

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

8. SÉRVICE AVAILABILITY

8.1 Availability. The Service is available from within the UK only and only on Wholesale Line Rental ("WLR") lines with BT number ranges. It is not available in (i) the City of Hull; (ii) the Isle of Man; (iii) the Channel islands; or (iv) the Republic of Ireland (Eire).

9. PRIORITY OF INCIDENTS

9.1 The following Priority Level definitions apply to the Service:

Priority	Priority Level examples
Level	
1	A total loss of Service at one or more Customer Sites.
2	A partial loss of Service that has a significant detrimental effect on the Customer's ability to perform normal communications (examples include loss of a primary, secondary or back-up circuit, significant packet loss, or loss of capacity) at one or more Customer Sites.

3	A degradation in Service performance or a Priority Level 1 or Priority Level 2 Incident when Vodafone has either been: (a) denied access to a Customer Site; or (b) is unable to complete Planned Works in order to restore normal service for reasons outside Vodafone's reasonable control
4	A non-Service affecting event or an event not classed as
	Priority Level 1, 2 or 3 Incident.

10. INCIDENT RESOLUTION TIMES

10.1 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	Incident Resolution Time for Vodafone provided routers
Level	
1	Standard Support: By 23.59 on the next Working Day
	Premier Support: Within 8 hours
2	Standard Support: By 23.59 on the next Working Day
	Premier Support: Within 8 hours
3	72 hours
4	Reasonable endeavours to resolve as promptly as practicable

- (a) Initially Vodafone will work remotely to resolve all Incidents. However, Vodafone may require an engineer to visit the affected Customer Site. In these instances Vodafone will confirm the Customer Site access availability with Customer and manage the Customer Site visit and Incident resolution according to such Customer Site access.
- (b) Incident resolution times are given in elapsed hours and apply 24/7 except where an engineer is required to visit Customer Site. Resolution times for Incidents that require engineers to visit a Customer Site will depend on the availability of access to the site.
- (c) The target times for resolution of Incidents under this section will not apply to any Incidents that arise during a scheduled Planned Works or as a result of, or in connection with, an Excluded Event.
- (d) An aborted Customer Site visit charge may be payable if a Vodafone or Openreach engineer is requested to visit Customer Site and access is not possible or the Incident is found to be on non-Vodafone provided Equipment
- 10.2 Outage. It may be necessary for a temporary interruption to the Service from time to time for Vodafone to carry out essential maintenance or network upgrades to the Service and/or equipment (an "Outage" or "Outages"). Vodafone will use reasonable endeavours to minimise the number of Outages and any subsequent disruption to the Customer. The Customer is responsible for notifying its Users, customers or third party providers of any Outage.

11. DEFINITIONS

- **11.1 ADSL** means Asymmetric Digital Subscriber Line, a technology for transmitting digital information on existing phone lines to homes and businesses.
- **11.2 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.
- **11.3 Authority** means those governments, agencies, and professional and regulatory authorities that supervise, regulate, investigate, or enforce Applicable Law.
- **11.4 Broadband Package** means broadband package available in ADSL/FTTC38/FTTC52/FTTC76 (depending on availability).
- **11.5** BT means British Telecommunications plc including its Openreach and BT Wholesale divisions.
- **11.6 Charges** means the charges or fees set out in the Customer Agreement, the Order or Price Lists.
- **11.7 Connection** means the provision of any individual broadband connection which includes a ADSL or FTTC broadband line, and may also include a PSTN line provided to a Customer Site pursuant to an Order.
- **11.8 Customer** means the Party receiving Service under the Customer Agreement.
- **11.9 Customer Agreement** means an agreement for purchase of Services signed by both Parties.
- **11.10 Customer Équipment** means Equipment not owned by Vodafone that is used with the Service, including Customer routers. Equipment sold by Vodafone to Customer is Customer Equipment.
- **11.11 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).
- 11.12 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.
- 11.13 Data Protection Terms means the terms regarding data protection in the General Terms.1.0 or later, or if those General Terms are not applicable, the Data Protection Terms found at www.vodafone.com/business/vge-customer-terms.

 11.14 Equipment means the hardware and related software
- Customer must have to use the Service, including routers.
- 11.15 Equipment Terms means the terms regarding Equipment in the General Terms.1.0 or later, or if those General Terms are not applicable, the Equipment Terms found www.vodafone.com/business/vge-customer-terms.
- 11.16 Excluded Event means an incident caused by: (a) another Vodafone service purchased under a separate Customer power, (b) non-Vodafone-supplied 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 nonperformance of any of Customer obligations set out in the Customer Agreement; (e) Customer's request to modify or test a Service Element/Customer Site: (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 Mandatory Accompanying Service/access circuit at a Customer Site; (h) a configuration change during implementation; (i) a service failure at any other Customer Site; (j) a fault, incident or delay that arises as a result of a request by the Customer for an expedited delivery of the Service; (k) an Outage; (l) any degradation of performance that is caused by, or for any fault in, the access circuit that occurs as a result of, or in connection with, technical limitations beyond Vodafone's control; (m) a fault or incident caused by any fault or failure of a router or modem (whether or not supplied by Vodafone); (n) Vodafone being unable to access or being delayed in accessing the Customer Site (where a Customer Site visit is required) due to reasons outside its control, including, inclement weather or the Customer's or any third party's refusal to admit Vodafone; or (o) any other circumstances caused by events for which Vodafone is not liable in accordance with the terms of the Customer Agreement.
- Fixed Line means the physical connection to the Customer's site is via the OpenReach Fixed Line Copper Access
- 11.18 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.
- 11.19 FTTC means fibre to the cabinet, a connectivity technology based on a combination of fibre optic cable and copper cable.
- 11.20 General Terms means the General Terms or master agreement identified in the Customer Agreement.
- 11.21 Incident means an unplanned interruption to or a reduction in the quality of the Service, or a failure of a Service configuration
- 11.22 Incident Management means the end-to-end management of Incidents by Vodafone.

- 11.23 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.
- 11.24 Initial Term is set out in the Customer Agreement or Order.
- 11.25 IP Address means the internet protocol address which Vodafone may issue in relation to Equipment or the Service.
- 11.26 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.
- 11.27 Order is defined in the relevant Customer Agreement.11.28 Party or Parties means the parties to the Customer Agreement.
- 11.29 Premier Support means a support package which provides the Customer improved Incident Resolution times.
- 11.30 Price List means Vodafone's standard pricing in the relevant territory at the applicable time.
- 11.31 Recovery Charge means any amount payable by Customer for early termination or failure to meet commercial commitments as set out in the Customer Agreement.
- 11.32 Service Element means the individual components of the Service including optional services if applicable.
- 11.33 Service Level Objective or SLO means the performance Vodafone expects to provide, without associated Service Levels or Service Credit.
- 11.34 Single Account means capability for a single Account (covering both residential and commercial sites) for multiple sites/connections with enterprise grade helpdesk to helpdesk support.
- 11.35 Support Service means a support package to enable incident resolution within 8 hours.
- 11.36 Sure Rate Broadband Speed means assured broadband speeds for any Connection at the levels set out in the Customer Agreement.
- 11.37 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.
- 11.38 Trouble Ticket means a record of an Incident with a unique reference allocated to it that is used for all subsequent updates and communications.
- 11.39 User means an end user of the Services who must be a permanent or temporary employee or sub-contractor of Customer.
- 11.40 VCoP Compliance means the Service is compliant with the Ofcom Voluntary Business Broadband Speeds Code of Practice: Details of the VCoP can be found (VCoP) https://www.ofcom.org.uk/advice-for-businesses/knowing-yourrights/business-broadband-cop.
- 11.41 Vodafone means the member of the Vodafone Group that is a Party to the Customer Agreement.
- 11.42 Vodafone Equipment means Equipment supplied by Vodafone for Customer's use, including Vodafone routers.
- **11.43 Vodafone Group** means: (a) Vodafone Group Plc, Vodafone, and any company that Vodafone Group Plc owns (directly or indirectly) 15% or more of the issued share capital; and (b) any partner listed on the "Where we are" page in the "Who we are" section at www.vodafone.com (and Vodafone Group Company(ies) or VGC has a corresponding meaning).
- 11.44 Working Day means on Monday to Friday inclusive, but excluding public holidays in the country where the Service is delivered from.
- 11.45 Working Hours means the hours between 0900 and 1700 (local time) on a Working Day.