

# Customer Agreement

## Public Cloud Services - Azure

This Agreement is made by and between "Customer" and "Vodafone" effective on the 02/04/2025

Customer	Vodafone
Legal Entity Name:	Legal Entity Name: Vodafone Ireland Limited
Registered Address:	Registered Address: Mountainview, Leopardstown, Dublin 18,Dublin
Registered Number:	Registered Number: 326967
Country of Organisation: IRELAND	Country of Organisation: Ireland

This Customer Agreement, which forms the contract for the supply of the Services, is comprised of the following:

- Part A - Commercial Terms
- Part B - Service Terms
- Part C - General Terms

Vodafone agrees to deliver the Services and Customer agrees to pay the Charges as set out in this Customer Agreement. If there are any conflicting terms, they are interpreted in order of precedence as follows: (a) the Commercial Terms; (b) the Service Terms; and (c) the General Terms.

The Parties agree to its terms and have executed this Customer Agreement by their duly authorised representatives:

Customer	Vodafone
Signed By:	Signed By:
Name:	Name:
Title:	Title:
Date:	Date:

## Part A Commercial Terms – Public Cloud Services

<b>Applicable Service Terms</b>	Public Cloud Service Terms
<b>Territory</b>	The Service may be delivered in Republic of Ireland
<b>Initial Term</b>	12 months from the Service Commencement Date unless otherwise stated on the Order.
<b>Service Commencement Date</b>	<p><b>Service Commencement Date</b> means for each Service Element, the date Vodafone makes the Service available to Customer or notifies Customer that the Service is ready for use.</p> <p>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 or applicable Renewal Term. Upon expiry of the Initial Term or applicable Renewal Term: (a) Services will renew for the same term as the Initial Term(the “Renewal Term”); and (b) Vodafone reserves the right to charge for Services under the Price List; [and (c) Vodafone will no longer provide Customer any invoice credits, subsidies or other investments.]</p>
<b>Payment Terms</b>	Customer agrees to pay invoices in EUR by electronic transfer within 30 days from date of invoice.
<b>Optional Service Elements</b>	<p>Customer has selected the following Service Element:</p> <p><input type="checkbox"/> Azure Platform Services</p>
<b>Orders</b>	<p><b>Order</b> means the ordering document that includes the description and price of the Service/Service Elements and/or Equipment and may include the Initial Term and Renewal Term of the Service/Service Element.</p> <p>Service Elements are delivered based on an Order. No standard terms or conditions on any Customer purchase order or other Customer purchase documents shall form part of the Customer Agreement.</p> <p>An Order may be expressly accepted by the party receiving the Order or will be deemed accepted upon commencement of performance by Vodafone.</p>
<b>Billing Frequency</b>	<p>Monthly in advance for all One-off Charges;</p> <p>Monthly in advance for all Monthly Recurring Charges;</p> <p>Monthly or bi-monthly in arrears for all Usage Charges</p>
<b>Pricing for Services</b>	Service pricing is on the Order. Charges include Monthly Recurring Charges and One-off Charges. Charges for Services from Third Party Providers are subject to increase from time to time. Equipment pricing is on the Price List.
<b>Recovery Charge</b>	<p><b>Recovery Charge</b> means any amount payable by Customer for early termination or failure to meet commercial commitments as set out in the Customer Agreement.</p> <p>If Customer terminates a Service Element after the Service Commencement Date but before the expiry of the Initial Term or a Renewal Term, the Recovery Charge equals 100% of Monthly Recurring Charges for the terminated Service Element x the number of whole and partial months remaining in the Initial Term or Renewal Term, as applicable, from the date of termination.</p> <p>Additionally, if the Customer cancels, modifies or changes any Reserved Instance or subscriptions for any Third Party Provider’s Service Element, the Customer will be responsible for paying (i) any resulting cancellation or modification charges levied by the Third Party Provider and (ii) Vodafone’s reasonable costs in connection with such cancellation, modification or change.</p>

### 1. Charge Types

- 1.1 Monthly Recurring Charges** means recurring Charges including, for example, Microsoft Azure Platform Support Charges, and other recurring Charges. Monthly Recurring Charges begin on the Service Commencement Date and are billed in advance.
- 1.2 One-Off Charges** means any one-off Charges, including for example, Recovery Charge and other one-off Charges. One-off Charges may be billed in advance 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).
- 1.3 Usage Charges** means the charges based on actual usage of the specified Service Element from the Service Commencement Date and billed monthly or bi-monthly in arrears.

### 2. Additional Charges and Terms

- 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 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 Invoicing Process:** Vodafone will invoice Customer at its registered address above for Services in agreed countries. Vodafone will not invoice Customer cross border. Customer may request Vodafone to invoice a Customer Group Company in another country, and if agreed, the Vodafone Group Company in that same country must sign an Order with the Customer Group Company that includes the relevant company details of the Parties.
- 2.4 Ancillary Charge:** 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 as agreed with Customer; (b) when Customer has reported an Incident that is caused by an Excluded Event requiring a Customer Site visit from Vodafone; (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.
- 2.5 Customer Delays:** If a Customer’s act or omission delays the Service Commencement Date, and Vodafone has incurred related costs from Third Party Providers, then Vodafone may start billing Monthly Recurring Charges from the original Agreed Delivery Date. 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.
- 3. Additional Definitions**
- Defined terms used in this Customer Agreement that are not defined below can be found in the Service Terms.
- 3.1 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).
- 3.2 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.
- 3.3 Microsoft Azure Online Pricing Calculator** means the pricing calculator for the service elements provided by Microsoft Azure and found at: <https://azure.microsoft.com/en-gb/pricing/calculator/>
- 3.4 Microsoft Azure Platform Support Charges** means the fixed monthly support charge for the Microsoft Azure Service Element.
- 3.5 Recovery Charge** means any amount payable by Customer for early termination or failure to meet commercial commitments as set out in the Customer Agreement.
- 3.6 Reserved Instance** means the virtual machines connected with the Service.
- 3.7 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.
- 3.8 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.
- 3.9 User** means an end user of the Services who must be a permanent or temporary employee or sub-contractor of Customer.
- 3.10 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](http://www.vodafone.com) (and **Vodafone Group Company(ies)** or **VGC** has a corresponding meaning).

## Part B

# Public Cloud Service Terms

## 1. General

- 1.1 Service Summary:** Public Cloud Service (the “**Service**”) is a solution that provides an open, flexible, enterprise-grade cloud computing platform including a range of computing and storage features. The term “**Service**” includes each applicable Core and Optional Service Element.
- 1.2** As part of the Service, Customer must purchase Microsoft Azure Platform Services,

## 2. Conditions of Use

- 2.1 Customer Responsibilities:** Customer will: (a) design, implement, manage and archive configurations of internal IP protocols, LAN information, and access lists; (b) take reasonable steps within Customer Group, in line with commercial good practice to limit misuse of or threat to the Service, Equipment, or Network; (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 Service.

- 2.2 Third Party Providers:** Service Elements are provided by Third Party Providers. Terms and conditions relevant to the Service Elements are set out in the applicable Extra Service Terms including any Third Party Provider terms. Vodafone will use a Third Party Provider or Vodafone Group Company that has the necessary authority to provide a Service Element where required by Applicable Law. Vodafone may novate any Customer Agreements as required in order to comply with Applicable Law.
- 2.3 Third Party Agreement:** Customer acknowledges that any applicable Third Party Provider terms may 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.
- 2.4 Data Security and Internet Transmission:** Customer acknowledges that the public internet is an inherently insecure environment. The use of the public internet is at the sole risk of Customer and its Users. 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. Unless otherwise permitted by Applicable Law, Customer and its Users must not (a) connect or seek to connect the Service to the public switched telecommunications network ("PSTN") or other fixed voice services (e.g., voice over IP); (b) connect to the public Internet; and/or (c) use the public internet for voice communications services. Customer will indemnify Vodafone for any liability associated with Customer's impermissible use of the Service.
- 2.5 Data and Software:** Vodafone assumes no responsibility for restoration of lost or corrupted data or applications. Loading of Customer Data and software is entirely at Customer's risk. Vodafone recommends that all data transmissions to the Customer's servers be encrypted. Vodafone has no responsibility or liability for Customer transmissions of data.
- 2.6 Vodafone Configurations:** Where Customer has access to configurations made by Vodafone on its Third Party Provider account (for instance where Customer and Vodafone share responsibility on the Third Party Provider account), Customer shall not change, modify or deface any such configurations required by Vodafone to provide the Service. Customer understands that any such change to configurations made by Customer, without prejudice to Vodafone's rights under the Customer Agreement, shall entitle Vodafone to terminate the related Service and apply a Recovery Charge.
- 2.7 Account Migration:** Customer shall provide Vodafone access to Customer accounts and any other necessary access. Customer will remain owner of any account migration project and be responsible for: (i) mapping the project to a new sub-billing account (if applicable); (ii) all communication with existing third party provider (if applicable), including any call-to-action request signature; and (iii) any unintended changes that may occur during and as a result of migration. Customer understands that charges from existing third party provider will continue to accrue for existing consumption until the date of transfer.
- 2.8 Applicable Laws:** Vodafone and Customer shall respectively comply with all Applicable Law.

### 3. Data Protection

- 3.1** Service Element specific data protection terms are included in the Extra Service Terms.

### 4. Equipment

- 4.1 Equipment:** Customer must have Equipment that meets Vodafone's specifications to use the Service. The Equipment Terms apply to Customer Equipment. Customer must promptly replace or correct the affected Equipment in event it is exposed to any fraudulent activity.
- 4.2 Impairment and Viruses:** Customer shall not: (a) cause any impairment to the Vodafone Network; (b) use the Service to transmit any material containing software viruses or any other malware; and/or (c) other than with the approval of Vodafone, do anything that causes technical or operational problems to the technical infrastructure of the Service. If Vodafone notifies Customer that there has been any such problem, Customer shall follow Vodafone's instructions without undue delay in order to eliminate or mitigate the problem.

### 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:

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 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"**).

## 6. Priority of Incidents

The following Priority Level examples apply to the Service:

Priority Level	Priority Level examples
1	Total loss of one or more Service Elements that results in the Service being unavailable.
2	Intermittent fault, or substantial degradation of one or more of the Service Elements that substantially impacts the Service.
3	Issue that materially affects the use of the Service that is not a Priority Level 1 or 2 issue such as a loss of second site, failure of one or more resilient Devices, failure of a feature of a non-resilient Devices, e.g. a power supply failure in server.
4	Issue that does not materially affect the use of the Service such as total disk usage at 90% Investigations and advice will be given.

## 7. Liability

- 7.1** In addition to the Liability section of the General Terms and to the extent permitted by Applicable Law, Vodafone will not be responsible or liable in any way for: (a) unauthorised access to or alteration of Customer's or Users' transmissions or data; (b) any material or data sent or received or not sent or received, or any transactions entered into, through or in connection with the Service; (c) illegal content or conduct of any other party or any infringement of another's rights, including Intellectual Property Rights; (d) the deletion and/or corruption of, or failure to store any messages and/or other content maintained or transmitted by the Service; (e) Customer's and Users' use of the public internet including liability for any disclosure of Confidential Information transmitted over the public internet; and/or (f) the termination of a Customer's right to use the Service by a Third Party Provider.

## 8. Warranty Disclaimer

- 8.1** Except as set forth in these Service Terms, Vodafone and its Third Party Provider provide the Service 'as is'. Vodafone and its Third Party Provider disclaim all warranties of any kind, express or implied, including without limitation the implied warranties of title, non-infringement, accuracy, merchantability, fitness for a particular purpose, or arising from course of dealing, course of performance or usage of trade. Neither Vodafone nor its Third Party Provider (i) guarantee continuous, uninterrupted, virus-free or secure service; (ii) are liable if Customer or Users are unable to access the Service at any specific time; or (iii) guarantee that they will be able to replace any of Customer's information, content or other data that may be lost, damaged or stolen resulting from use of the Service.

## 9. Indemnity

- 9.1** In addition to the Indemnity section of the General Terms, Customer shall indemnify Vodafone against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by Vodafone arising out of or in connection with any claim made against Vodafone by a third party (including any employee of Customer) arising out of or in connection with: (i) any use of information stored, sent or received by Customer by way of any Vodafone system or any system of a supplier to Vodafone used to support the Service; (ii) Customer's or User's use of the Service, Customer Agreement, any AUP or any Applicable Law; (iii) any claims by Users or customers; or (iv) any claims that Customer's intellectual property rights infringe a third party's rights.

## 10. Termination

- 10.1** Without prejudice to Vodafone's rights under the Customer Agreement Vodafone is entitled to terminate Customer's right to use the Service and apply a Recovery Charge if Customer has not used the Service for a period of six (6) or more months or determines that termination is necessary to comply with Applicable Laws. If after such termination Customer needs to use the Service again, Customer will need to go through the on-boarding process and this may incur further on-boarding charges.

## 11. Definitions

- 11.1 Customer Data** means all data supplied by the Customer when using the Services.
- 11.2 Customer Equipment** means Equipment not owned by Vodafone that is used with the Service, including Customer Routers. Equipment sold by Vodafone to Customer is Customer Equipment.
- 11.3 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.



- 11.4 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](http://www.vodafone.com/business/vge-customer-terms).
- 11.5 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](http://www.vodafone.com/business/vge-customer-terms).
- 11.6 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 Mandatory Accompanying Service; (h) a configuration change during implementation; and (i) a service failure at any other Customer Site.
- 11.7 Extra Service Terms** means the additional terms that apply to certain Service Elements ordered by Customer.
- 11.8 General Terms** means the General Terms or master agreement identified in the Customer Agreement.
- 11.9 Inbound** means the Contact Flow which directs communication from Customer to Vodafone.
- 11.10 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.
- 11.11 Recovery Charge** means any amount payable by Customer for early termination or failure to meet commercial commitments as set out in the Customer Agreement.
- 11.12 Support Service(s)** means a generic reference to a service assurance capability or capabilities that deliver the maintenance of Vodafone Services.
- 11.13 Vodafone** means the member of the Vodafone Group that is a Party to the Customer Agreement.
- 11.14 Working Day** means on Monday to Friday inclusive, but excluding public holidays in the country where the Service is delivered from.
- 11.15 Working Hours** mean 09:00 to 18:00 on a Working Day.

## Part C

# General Terms

## 1. Service Conditions

- 1.1 Use of Services:** Customer: (a) is responsible for anyone Customer allows to use the Services, including payment obligations, whether to Vodafone, Vodafone Group Companies, or to third parties (such as providers of content, goods, or services); and (b) may not resell, distribute, provide, or sub-license the Services to any third party. Unless provided by Vodafone as part of the Service, Vodafone is not responsible for any content, goods, or services that are accessed, downloaded, or transmitted by Customer through use of the Services.
- 1.2 Customer Information:** Customer and its Users must provide all necessary information and complete all documentation (such as identification, registration, VAT, Other Tax, and billing details) required by Vodafone or an Authority for the purposes of the Services.

## 2. Intellectual Property Rights ("IPR")

- 2.1 Ownership:** Vodafone and Customer each retain ownership of their own IPR. Vodafone has sole ownership of the IPR in materials that it creates and invests in.
- 2.2 Licence:** Vodafone grants to Customer a licence to use the IPR owned by it or Vodafone Group Companies that Customer needs to use for the purpose of the Services, as may be further limited in a Customer Agreement. Each licence is: (a) valid only for the duration of the Customer Agreement; (b) not transferable, not sub-licensable, and non-exclusive; and (c) contains no right to copy, modify, reverse engineer, adapt, translate, decompile, disassemble, or correct errors, unless expressly permitted by Applicable Law.
- 2.3 Third Party Licences:** When third party licences apply to Services or Equipment, Customer and Vodafone must comply with the terms of the relevant third party licence ("**Third Party Licence**").
- 2.4 OEM/Third Party Licence Liability:** Vodafone's liability to Customer under clause 2.5 (Indemnity) for third party claims for infringement of IPR in Equipment and Services covered by Third Party Licences does not exceed the liability of the OEM, reseller, or Third Party Provider to Vodafone.
- 2.5 Indemnity:** Vodafone shall defend and indemnify Customer for amounts paid to a third party for infringement of that third party's IPR resulting from use by Customer of the Services in accordance with the Customer Agreement ("**IPR Claim**").
- 2.6 Indemnity Process:** To receive indemnification, Customer must: (a) promptly notify Vodafone and provide full written details of any actual or potential IPR Claim; (b) not admit liability or take any action that may prejudice defence of the IPR Claim; (c) not admit or settle the IPR Claim without Vodafone's prior written consent; (d) give Vodafone all reasonable assistance

and sole conduct of the defence of the IPR Claim; (e) mitigate its losses; and (f) use modifications to the Services provided by Vodafone to avoid potential infringement.

**2.7 Indemnity Restrictions:** Vodafone has no liability in relation to any IPR Claim and Customer is responsible for any claims for: (a) the use of materials provided by Customer; (b) Vodafone's compliance with instructions given by Customer; (c) the combination of the Services with products or services not provided by or authorised by Vodafone; (d) Customer's failure to follow Vodafone's instructions; (e) unauthorised Customer modifications to the Services; (f) Customer's failure to adopt modifications made by Vodafone to the Services; or (g) Customer's breach of the Customer Agreement or any Third Party Licence.

**2.8 Other Remedies:** If any aspect of the Services is the subject of a claim for IPR infringement, Vodafone, at Vodafone's option, may: (a) modify the Service so as to avoid infringement; (b) procure the right for Customer to continue to use the Service; or (c) terminate the Service without liability for such termination.

**2.9 Entire Remedy:** Clause 2 states Customer's entire remedies for IPR infringement.

### **3. Warranties**

Each Party warrants that it has full power and authority to enter into each Customer Agreement and to perform its obligations under the Customer Agreement. Unless expressly set out in the Service Terms, all warranties, representations, duties and conditions that are implied by statute or otherwise are expressly excluded to the extent permitted by Applicable Law.

### **4. Payment and Tax**

**4.1 Payment:** Charges are exclusive of VAT and Other Taxes. Customer shall pay the Charges, VAT, and Other Taxes within 30 days of invoice date. Vodafone shall provide Customer an appropriate tax invoice for VAT. For VAT purposes, only the establishment at the Customer's registered address will receive and use the Services.

**4.2 Invoice Disputes:** Customer may only dispute invoiced Charges with reasonable cause by: (a) notifying Vodafone in writing prior to the due date of the invoice; (b) including details of the dispute and how much it believes is payable; and (c) paying all undisputed amounts by the due date. Following resolution of an invoice dispute, Vodafone will promptly issue a credit or Customer will promptly make payment as appropriate.

**4.3 Late Payment:** If Customer does not pay undisputed Charges by the due date, Vodafone may charge interest on the unpaid amount at the applicable statutory rate, withhold any sums owed to the Customer by Vodafone, and offset such sums against the unpaid Charges.

**4.4 Withholding Tax:** The parties agree to cooperate and take all reasonable steps (including the provision of withholding tax certificates) to obtain any available tax relief from withholding tax. If Customer is required by Applicable Law to make any deduction or withholding from any payment under a Customer Agreement, Customer shall also pay to Vodafone such additional amount so that Vodafone receives the full amount invoiced by the due date before application of withholding or deduction.

### **5. Sanctions and Export Controls**

Each Party, in the context of the Customer Agreement: (a) must comply with Sanctions and Trade Law; (b) may not cause the other Party or Vodafone Group Companies or Customer Group Companies, as applicable, to directly or indirectly breach Sanctions and Trade Law; (c) must provide assistance, documentation, and information that the other Party reasonably requests regarding compliance with Sanctions and Trade Law; and (d) must notify the other Party in writing promptly if it or Vodafone Group Companies or Customer Group Companies, as applicable, become subject to relevant targeted Sanctions and Trade Law restrictions. Each Party has the right to terminate a Customer Agreement for material breach without liability to the other Party if the other Party breaches this clause. If Sanctions and Trade Law prohibits the export, import, or use of Equipment or other element of the Service in a territory, Customer may not be able to use the Service in that territory.

### **6. Bribery and Corruption**

Vodafone: (a) has a comprehensive anti-bribery policy and programme; (b) shall comply with Applicable Law relating to anti-bribery and anti-corruption; and (c) shall not give or receive any bribes, including in relation to any foreign public official.

### **7. Service Monitoring**

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

### **8. Confidentiality**

Each Party shall handle the other Party's Confidential Information as follows: (a) keep it confidential for 3 years after date of disclosure; (b) use it solely for the purpose of performing its obligations or exercising its rights under the Customer Agreement; (c) not disclose it to any person save to its own directors, officers, employees, sub-contractors, or professional

advisors (or those of its Vodafone Group Companies or Customer Group Companies, as applicable) who need it to perform obligations, exercise rights, or conduct audits in connection with the Customer Agreement, or as required by Applicable Law; (d) ensure that such persons keep it confidential; and (e) return or destroy it on termination of the Customer Agreement save when necessary to keep it for regulatory reasons in secure archives. A Party is not liable for breach of this clause 8 due to a breach of Applicable Privacy Law.

## **9. Data Protection - When Service Terms Identify Vodafone is Data Controller**

**9.1 Processing User Personal Data:** Vodafone may Process User Personal Data for the following purposes: (a) account relationship management; (b) sending bills; (c) order fulfilment / delivery; and (d) customer service.

**9.2 Processing Traffic Data:** As an electronic communications services provider, Vodafone may Process Traffic Data for the following purposes: (a) delivering User communications; (b) calculating Charges for each User; (c) identifying and protecting against threats to the Network or Services; and (d) internal use for development and improvement of Network or Services.

**9.3 Disclosure:** Vodafone may disclose User Personal Data and Traffic Data: (a) to Vodafone Group Companies or suppliers and/or (b) if required by Applicable Law, court order, Privacy Authority, or any Authority.

**9.4 Privacy Notice:** Vodafone's privacy notice can be found here: <https://n.vodafone.ie/privacy.html>.

## **10. Data Protection – When Service Terms Identify Vodafone is Data Processor**

**10.1 Processing User Personal Data:** Vodafone may only Process User Personal Data for: (a) provision and monitoring of the Service; or (b) any other purpose agreed between the Parties in writing. Additional instructions from Customer require prior written agreement and may be subject to Charges.

**10.2 De-identified Data:** Vodafone may use User Personal Data to create statistical data and information about service usage and devices that does not identify a User.

**10.3 Sub-Processors:** Vodafone may engage Sub-Processors.. If Vodafone adds a new Sub-Processor or replaces an existing Sub-Processor, Vodafone will either: (a) give Customer at least 10 Working Days' prior notice, or (b) list the new or replacement Sub-Processor on Vodafone's Privacy Page at least 10 Working Days before Vodafone permits the new or replacement Sub-Processor access to User Personal Data so that Customer has the opportunity to reasonably object to the changes during the notice period.

**10.4 Sub-Processor Obligations:** Vodafone enters into binding agreements with its Sub-Processors that imposes upon the Sub-Processor substantially the same legal obligations for Processing activities as these General Terms. If a SubProcessor fails to fulfil its data protection obligations under the agreement, Vodafone remains liable to Customer for the performance of that Sub-Processor's Obligations.

**10.5 Data Retention:** Vodafone may retain the User Personal Data for as long as required to deliver the Service and will (at Customer's option) return User Personal Data in its possession upon termination of the Agreement, or delete such User Personal Data within a reasonable time after the termination of the Agreement, unless Applicable Law requires Vodafone to retain it.

**10.6 Data Access:** Vodafone limits access to User Personal Data to those persons necessary to meet Vodafone's obligations in relation to the Service and takes reasonable steps to ensure that they: (a) are under a statutory or contractual obligation of confidentiality; (b) are trained in Vodafone's policies relating to handling User Personal Data; and (c) do not process User Personal Data except as instructed by Customer unless required to do so by Applicable Law.

**10.7 Security:** As required by Applicable Privacy Law, Vodafone shall: (a) provide appropriate technical and organisational measures for a level of security appropriate to the risks that are presented by Processing; (b) comply with the security requirements contained in the Vodafone information security policies based on ISO/IEC 27001:2013; (c) provide Customer with such information, assistance and co-operation as Customer may reasonably require to establish compliance with the security measures contained in Applicable Privacy Law; (d) notify Customer without undue delay of any unauthorised access to User Personal Data that Vodafone becomes aware of and that results in loss, unauthorised disclosure, or alteration to the User Personal Data; (e) provide reasonable assistance to Customer in relation to any personal data breach notification that Customer is required to make under Applicable Privacy Law; and (f) provide Customer reasonable assistance, prior to any Processing: (A) with carrying out a privacy impact assessment of the Services; and (B) with a consultation of the relevant Privacy Authority regarding Processing activities related to the Services. Further information on data security measures is found at [www.vodafone.com/business/customer-security](http://www.vodafone.com/business/customer-security).

**10.8 Audit:** Where Customer has a right of audit and inspection under Applicable Privacy Law, Customer agrees to exercise its right as follows:

**10.8.1** No more than once each calendar year, Customer may request to review Vodafone's security organisation and the good practice and industry standards contained in Vodafone's information security policies. Any audit may only relate to data protection compliance of the Services. If the Transfer Contract Clauses apply, nothing in this clause amends or varies those standard clauses nor affects any data subject or Privacy Authority's rights under those clauses.

**10.8.2** In connection with an audit, Vodafone shall inform Customer if, in its opinion, any Customer instruction infringes Applicable Privacy Law; however, this requirement does not affect Customer's responsibility for ensuring its instructions comply with Applicable Privacy Law.

**10.8.3** Customer is responsible for reviewing the information Vodafone makes available and making an independent determination if the Services meet Customer's requirements and legal obligations.



**10.9 Transfer of User Personal Data out of the European Economic Area (“EEA”):** Vodafone may Process or transfer User Personal Data in countries outside the EEA that have not been designated by the European Commission as ensuring an adequate level of protection under Applicable Privacy Law, only to the extent that: (a) it is Processed or transferred on terms substantially in accordance with the Transfer Contract Clauses; (b) the Processing or transfer of User Personal Data does not put any Customer Group Company in breach of its obligations under Applicable Privacy Law; or (c) it is required to do so by Applicable Law; in that case, where required by Applicable Privacy Law Vodafone will inform Customer of that legal requirement before Processing, unless prohibited by another Applicable Law.

**10.10 Law Enforcement:** Vodafone: (a) may receive legally binding demands from a law enforcement Authority for the disclosure of, or other assistance in respect of, User Personal Data, or be required by Applicable Law to disclose User Personal Data to persons other than Customer (a “**Demand**”); (b) is not in breach of any obligation to Customer in complying with a Demand to the extent legally bound; and (c) will notify Customer as soon as reasonably possible of a Demand unless otherwise prohibited.

**10.11 User Enquiries:** When Customer is required under Applicable Privacy Law to respond to enquiries or communications (including subject access requests) from Users, and taking into account the nature of the Processing, Vodafone will: (a) pass on to Customer without undue delay any such enquiries or communications received from Users relating to their User Personal Data or its Processing; and (b) have reasonable technical and organisational measures to assist Customer in fulfilment of those obligations under Applicable Privacy Law.

## **11. Liability**

**11.1 Exclusions:** Neither Party is liable to the other Party (whether in contract, tort (including negligence), breach of statutory duty, indemnity, or otherwise) for: (a) any loss (whether direct or indirect) of profit, revenue, anticipated savings, or goodwill; (b) any loss to or corruption of data; (c) any fines prescribed by any Authorities; (d) any loss arising from business interruption or reputational damage; or (e) any indirect or consequential loss, regardless of whether any of these types of loss were contemplated by either of the Parties at the time of contracting for the relevant Services. Notwithstanding the above exclusions, neither Party excludes or limits any liability: (i) that cannot be excluded or limited by Applicable Law; or (ii) for fines related to breach of Sanctions and Trade Laws.

**11.2 Liability Cap:** A Party's maximum aggregate liability under or in connection with the Services (whether in contract, tort (including negligence), breach of statutory duty, indemnity, or otherwise) is limited in each consecutive 12-month period starting on the date of last signature of the relevant Customer Agreement (“**Liability Period**”) to the amount of the Charges paid or payable between the two Parties in respect of that Liability Period for those Services. If the Charges have been paid or payable for less than 12 months in any Liability Period, a Party's liability will not exceed the average monthly Charge paid or payable for that Liability Period multiplied by 12. This liability cap does not apply to damages resulting from a breach of clause 8 (Confidentiality) or to non-payment of Charges.

## **12. Equipment Terms**

**12.1 Vodafone Equipment:** When Vodafone provides Vodafone owned Equipment (“**Vodafone Equipment**”) for Customer's use.

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

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

**12.2 Customer Equipment:** When Customer uses Customer Equipment with the Service.

**12.2.1** Customer, in connection with Customer Equipment, must: (a) use Customer Equipment meeting Vodafone specifications; (b) install and configure it at the agreed location(s) no later than the agreed delivery date or as otherwise agreed; (c) support and maintain it according to OEM recommendations, including prompt installation of security patches and updates; (d) be responsible for its configuration and compatibility 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 it from the Service; and (g) record and dispose of it in accordance with Applicable Law. Customer acknowledges that failure to comply with this clause may prevent it from using the Service and excuses Vodafone from liability for delays and failure to deliver the Service.

**12.3 Sale of Equipment:** When Customer purchases Equipment from Vodafone.

**12.3.1 Delivery:** Risk in the Equipment passes to Customer upon delivery. Vodafone will deliver Equipment to the agreed delivery address. If 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.

**12.3.2 Import:** If Vodafone delivers Equipment to Customer from outside the country of delivery: (a) the Equipment is shipped to Customer DAP (Incoterms 2010); and (b) Customer is 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.

- 12.3.3 **Post Sale:** After sale to Customer, the Equipment becomes “**Customer Equipment**” and clause 12.2 (Customer Equipment) applies.
- 12.3.4 **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.
- 12.3.5 **Warranties:** Vodafone will pass on the benefit of any warranties on Equipment that Vodafone obtains from the OEM; 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.

## 13. Suspension of Services

- 13.1 **Suspension:** Vodafone may suspend the Services to the extent necessary: (a) upon receipt of a legally binding demand from an Authority and otherwise in order to comply with Applicable Law; (b) during maintenance, modification, repair, and testing of the Network; and (c) when necessary to safeguard the functionality, security, and integrity of the Network. Vodafone uses reasonable endeavours to notify Customer in advance of these suspensions but may not be able to do so in emergency situations.
- 13.2 **Suspension for Material Breach:** Vodafone may suspend the Services: (a) upon notice when Customer materially breaches the Customer Agreement and there is no remedy available; and (b) on 30 days’ written notice, when Customer fails to pay undisputed Charges when due or fails to remedy any other material breach.
- 13.3 **Impact:** Vodafone uses reasonable efforts to minimise the impact of any suspensions on Customer and Users and will only suspend individual Services for the reasons listed above, not all of the Services, as reasonably practical.

## 14. Term and Termination

- 14.1 **Term and Renewal:** These General Terms remain in effect until terminated by written notice; however, its provisions will continue to apply to any on-going Customer Agreements.
- 14.2 **Termination upon Notice:** Either Party may terminate a Customer Agreement on at least 30 days’ written notice to the other to be effective after the end of the Initial Term and any applicable Renewal Term.
- 14.3 **Termination for Cause:** Either Party may terminate a Customer Agreement with immediate effect by written notice if the other Party: (a) materially breaches the Customer Agreement and there is no remedy available; (b) materially breaches the Customer Agreement in a manner that may be remedied but fails to remedy the breach within 30 days of receipt of written notice of default; or (c) makes an arrangement with or assignment in favour of a creditor, goes into liquidation or administration, or a receiver or manager is appointed to manage its business or assets, or any analogous insolvency event occurs, if permitted by Applicable Law.
- 14.4 **Termination of Services:** Either Party may terminate a Service (in whole or in part) or individual subscription for Service for the causes as set out in clause 14.3 (Termination for Cause) and 16.5 (Force Majeure) without terminating the entire Customer Agreement.
- 14.5 **Effect of termination:** On termination of the Customer Agreement or an individual Service, Customer and its Users must: (a) stop using the relevant Services; (b) return or make available for collection, any equipment, documents and information owned by Vodafone in accordance with Vodafone’s reasonable instructions; and (c) pay any applicable Recovery Charge. **15.**

## Changing the Terms

- 15.1 **Change Orders and Amendments:** Either Party may propose a change to the Service or Customer Agreement by written request. If the change is agreed, the Parties must authorise it in the form of a change order or other written amendment to the Customer Agreement. Vodafone has no obligation to commence work in connection with a change until a change order or amendment is executed by the Parties. Except as provided in clause 15.2 (Permitted Changes), any amendment to the Customer Agreement must be in writing and signed by the Parties as required in clause 16.11 (Signatures) below.
- 15.2 **Permitted Changes:**
- 15.2.1 Vodafone may: (a) vary the Customer Agreement (including withdrawing Services) as required to comply with Applicable Law; (b) retire and replace the Services (or any part of them) as long as Vodafone provides Customer with replacement services that provide equivalent or improved functionality; (c) provide substitute Equipment of similar functionality if Vodafone is unable to provide the Equipment requested; (d) make changes to the Service, Charges, and Network, if required due to a change in Vodafone’s or a Third Party Provider’s operations, services or technology; or (e) vary the Service Terms from time to time. Vodafone will provide Customer as much notice as possible and at least 30 days’ written notice of any change that is materially detrimental to Customer, unless under (a) or (d) above it is impractical to do so. If the change cannot be offset by Vodafone to Customer’s reasonable satisfaction, Customer may terminate the affected part of the Customer Agreement on 30 days’ written notice to Vodafone. Customer’s right to terminate under this clause is its sole remedy for any material detriment suffered due to Vodafone’s exercise of this clause. The right to terminate ends 30 days after the effective date of the change.

## 16. General Provisions

- 16.1 **Applicable Law:** Vodafone and Customer shall respectively comply with Applicable Law.
- 16.2 **Assignment and Sub-contracting:** Neither Party may assign, novate, or otherwise transfer any of its rights and obligations under the Customer Agreement without the prior written consent of the other Party that may not be unreasonably withheld

or delayed. However, Vodafone may assign, novate, or otherwise transfer any of its rights or obligations under the Customer Agreement to a Vodafone Group Company without the consent of Customer. Vodafone may sub-contract any of its obligations under the Customer Agreement but is responsible to Customer for the acts or omissions of its sub-contractors.

**16.3 Survival of Clauses and Waiver:** Any provision of a Customer Agreement that expressly or by implication is intended to be in force after termination of the Customer Agreement will continue in force. A waiver of any provision of the Customer Agreement must be in writing and signed by an authorised person and shall be effective only for the specific instance and purpose for which it was given and does not operate as a waiver of any other provision.

**16.4 Notices:** All notices relating to termination of Service or a Customer Agreement must be sent to the Parties' respective addresses as set out in the Customer Agreement by pre-paid recorded delivery. Notices solely relating to signed General Terms must be sent to the Parties' respective addresses as set out in the General Terms by pre-paid recorded delivery. Other notices regarding the Service may be provided via regular post, email, and web portal.

**16.5 Force Majeure:** If a Force Majeure event occurs, the affected Party is not liable to the other and is released from its affected obligations (excluding the obligation to pay Charges) for the period of the Force Majeure event as long as the affected Party has notified the other Party of the circumstances giving rise to the Force Majeure event. Either Party may terminate the Customer Agreement with immediate effect by written notice to the other Party if either Party experiences a Force Majeure event for a continuous period of 90 days.

**16.6 Illegality:** To the extent permitted by Applicable Law, if any provision of a Customer Agreement is found to be illegal or unenforceable, then the finding Authority shall impose a substitute provision that is enforceable and is reasonably consistent with the intentions underlying the original provision. If a substitution is impossible and the remainder of the Customer Agreement: (a) is not materially affected by removal of the offending provision and is capable of substantial performance, then the remainder of the Customer Agreement will be enforced to the extent permitted by Applicable Law; or (b) is materially affected by removal of the offending provision and is not capable of substantial performance, then the Customer Agreement will be invalidated and the finding Authority will rule on each Party's claims for equitable compensation under Applicable Law. Any substitution or removal of an offending provision under this clause shall be to the smallest degree necessary to create an enforceable provision and preserve the original intent of the Parties.

**16.7 Third Party Rights:** Each Customer Agreement is made only for the benefit of its Parties and is not enforceable by any other person.

#### **16.8 Human Rights Compliance:**

16.8.1 When providing or using the Services, Vodafone and Customer shall each respect human rights as set out in the International Bill of Human Rights.

16.8.2 When requested by the other, each Party shall provide evidence of its human rights policy and its due diligence approach to respecting human rights in its operations.

**16.9 No Partnership:** Nothing in a Customer Agreement and no action taken by the Parties under a Customer Agreement shall create or be deemed to create a partnership or relationship of principal and agent or employer and employee between the Parties or to constitute a joint venture or relational contract between the Parties.

**16.10 Governing Law and Jurisdiction:** Any claim or dispute (whether contractual or non-contractual) arising out of or in relation to the subject matter, the interpretation, validity, and enforcement of each Customer Agreement is governed by and construed in accordance with the laws of Ireland, without regard to its choice of law provisions. The Parties irrevocably submit to the exclusive jurisdiction of the courts of Ireland; however, each Party is not prevented from making an application to any court of competent jurisdiction to obtain an interim remedy (including any injunction) at law or in equity.

**16.11 Signatures:** The Parties consent to the use of electronic signature as permitted by Applicable Law. The Customer Agreement(s) may be executed in counterparts, including those transmitted electronically in Portable Document Format (PDF), and all the counterparts together constitute one and the same instrument. Each counterpart of the Customer Agreement(s) is treated as an original. The Parties waive any rights they may have to object to such treatment.

**16.12 Entire Agreement:** Each Customer Agreement represents the entire agreement between the Parties relating to its subject matter and supersedes any previous agreements between the Parties relating to the same. Each Customer Agreement is binding upon the Parties to it and is separate and distinct from other Customer Agreements. No standard terms or conditions on any Customer purchase order or other Customer purchase documents shall form part of the Customer Agreement. The Parties acknowledge that, in entering into the Customer Agreement, neither Party has relied upon any statement, promise or warranty made, or agreed to, by any person, except those expressly provided for by the Customer Agreement.

## **17. Definitions**

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

**17.2 Applicable Privacy Law** means Applicable Law applicable to the Processing of Personal Data under the Customer Agreement, including but not limited to the GDPR.

**17.3 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.

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

- 17.5 Confidential Information** means confidential information in any form: (a) concerning the business and affairs of a Party or its Group Company that a Party obtains or receives from the other Party; or (b) that arises out of the performance of any Services. Confidential Information does not include information that: (i) is or becomes public knowledge without breach of the Customer Agreement; (ii) was already in a Party's possession free of obligations of confidentiality; or (iii) is received from a third party free of obligations of confidentiality.
- 17.6 Customer** means the Party receiving Service under the Customer Agreement.
- 17.7 Customer Agreement** means an agreement for purchase of Services signed by both Parties.
- 17.8 Customer Equipment** means Equipment not owned by Vodafone that is used with the Service. Equipment sold by Vodafone to Customer is Customer Equipment.
- 17.9 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).
- 17.10 Data Controller** means the person that determines the purposes and means of Processing the data.
- 17.11 Data Processor** means the person that Processes data on behalf of the Data Controller.
- 17.12 Equipment** means the hardware and related software Customer must have to use the Service, including SIMs if relevant.
- 17.13 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, and that prevent that Party or its Third Party Providers from performing any or all of its obligations (excluding the obligations to pay Charges).
- 17.14 GDPR** means General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016.
- 17.15 Initial Term** is set out in the Customer Agreement or Order.
- 17.16 Intellectual Property Rights** or **IPR** means: (a) rights in any patents, registered designs, design rights, trademarks, trade and business names (including all goodwill associated with any trademarks or trade and business names), copyright, moral rights, databases, domain names, topography rights, and utility models, and includes the benefit of all registrations, applications to register, and the right to apply for registration of any of the foregoing items, and all rights in the nature of any of the foregoing items, each for their full term (including any extensions or renewals) and wherever in the world enforceable; (b) rights in the nature of unfair competition rights and rights to sue for passing off; and (c) trade secrets, confidentiality, knowhow and other proprietary rights.
- 17.17 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.
- 17.18 OEM** means a third party Equipment manufacturer or service provider.
- 17.19 Order**, if relevant, is defined in the relevant Customer Agreement.
- 17.20 Other Taxes** means: (a) all taxes, duties, levies, surcharges, or any similar charges that may apply to the supply, use, receipt, or consumption of the Services; (b) customs duties and excise taxes; and (c) regulatory charges, administrative charges, surcharges, or any similar charges that Vodafone may pass on to customers. Other Taxes does not include VAT.
- 17.21 Party or Parties** means the parties to the Customer Agreement.
- 17.22 Price List(s)** means Vodafone's standard pricing in the relevant territory at the applicable time.
- 17.23 Privacy Authority** means the Authority that enforces the Applicable Privacy Law in the relevant jurisdiction.
- 17.24 Process/Processed/Processing** means obtaining, recording, or holding information or data or carrying out any operation or set of operations on it.
- 17.25 Recovery Charge** means any Charge payable by Customer for early termination or failure to meet commercial commitments as set out in the Customer Agreement.
- 17.26 Renewal Term** is set out in the Customer Agreement or Order.
- 17.27 Sanctions and Trade Law** means Applicable Law relating to trade control and economic sanctions such as those of the United Kingdom, European Union, United States of America and other relevant countries.
- 17.28 Service(s)** means the services and Equipment provided by Vodafone under the Customer Agreement as described in the Service Terms.
- 17.29 Service Element** means the individual components of the Service including optional services, if applicable, and Equipment.
- 17.30 Service Terms** means the document named Service Terms that describes the Services to be delivered by Vodafone under a Customer Agreement.
- 17.31 SIM** means a "subscriber identity module" card that is an integrated circuit storing user specific data.
- 17.32 Sub-Processor** means a sub-contractor that carries out Processing activities in the provision of the Services or fulfils certain obligations of Vodafone under a Customer Agreement.
- 17.33 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.
- 17.34 Traffic Data** means any data Processed for the purpose of the conveyance of a communication on an electronic communications network and for billing.

- 17.35 Transfer Contract Clauses** means the standard contractual clauses approved by the European Commission in Commission Decision 2021/914 dated 4 June 2021, for transfers of personal data in countries not otherwise recognised as offering an adequate level of protection for personal data by the European Commission (as amended and updated from time to time)..
- 17.36 User** means an end user of the Services who must be a permanent or temporary employee or sub-contractor of Customer.
- 17.37 User Personal Data** means any information that relates to an identified or identifiable User.
- 17.38 VAT** means value added tax or any analogous tax in any relevant jurisdiction including but not limited to use, sales, and local sales taxes of any kind.
- 17.39 Vodafone Equipment** means Equipment owned by Vodafone and provided to Customer for use with the Services.
- 17.40 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](http://www.vodafone.com) (and **Vodafone Group Company(ies)** or **VGC** has a corresponding meaning).
- 17.41 Working Days** is defined in the relevant Service Terms.

## Part D Extra Terms for Microsoft Azure Platform Services

The Public Cloud terms above apply with the following amendments:

<b>Applicable Service Terms</b>	Extra Service Terms for Microsoft Azure Platform Services
<b>Initial Term for this Service Element</b>	For the same time period as the Initial Term for the Public Cloud Service.
<b>Renewal Term</b>	Renewal and Renewal Term will be the same as for the Public Cloud Service.
<b>Service Element Charges</b>	Microsoft Azure pricing is available via the Microsoft Azure Online Pricing Calculator  Microsoft Azure Platform Support pricing is on the Order
<b>Recovery Charge</b>	The terms relating to Recovery Charges set out in the Public Cloud Services also apply to the applicable Azure Service(s).
<b>Minimum Monthly Spend Commitment</b>	
<b>Monthly Platform Service Discount: On demand only – EXCLUDING Azure Reserved instances &amp; Business Support</b>	

### 1. Structure

These Extra Service Terms form part of the Service Terms for the Public Cloud Service when Customer orders Microsoft Azure Platform Services. If there is a conflict between the terms, the Extra Service Terms will supersede the Public Cloud Service Terms, but only for the applicable Microsoft Azure Platform Services Service Element.

### 2. Service Terms

- 2.1 Microsoft Azure Platform Services:** Microsoft Azure Platform Services is a suite of services ("**Azure Services**") that Customer may purchase from Microsoft. Details of the available Azure Services are set out here: <https://docs.microsoft.com/en-us/partner-center/azure-plan-available>
- 2.2** The applicable Azure Services will be confirmed on the Customer Agreement or on an Order.

### 3. Conditions of Use

#### 3.1 Microsoft Customer Agreement

- 3.1.1** The use of the Azure Services is subject to the Microsoft Customer Agreement. The Microsoft Customer Agreement is available on this link: <https://www.microsoft.com/licensing/docs/customeragreement> (the "**Microsoft Customer Agreement**"). Customer must accept the Microsoft Customer Agreement prior to ordering the Azure Services.
- 3.1.2** The Microsoft Customer Agreement will form a direct contractual relationship between Customer and Microsoft and will govern the provision, access and use of the Azure Services by Customer.
- 3.1.3** The Microsoft Customer Agreement may be revised by Microsoft. Customer must accept the revised Microsoft Customer Agreement prior to, or at the submission of a subsequent order.

#### 3.2 Customer acknowledges that:



- 3.2.1 Customer must use only original Microsoft software;
- 3.2.2 Vodafone will be the reseller in relation to the Azure Services;
- 3.2.3 Microsoft has the right to communicate and interact directly with Customer without Vodafone's participation;
- 3.2.4 Microsoft reserves the right to reject any proposed Customer for legal or regulatory reasons or if Microsoft reasonably determines that engaging the proposed Customer would create an additional risk of liability for Microsoft; and
- 3.2.5 Microsoft is responsible for provisioning the applicable Azure Services to the Customer and may also authorise other entities to do so, based on the information that Customer provides.

#### **4. Cancellation**

- 4.1 Vodafone and Microsoft may suspend or cancel Azure Services at any time for legal or regulatory reasons or as otherwise permitted under the Service Terms or Microsoft Customer Agreement.
- 4.2 If cancellation is due to any violation of the Service Terms or the Microsoft Customer Agreement, then no refund will be provided in connection with the cancellation of any associated Azure Services.
- 4.3 Customer has a 90-day period to migrate Customer Data upon cancellation of Azure Services.

#### **5. Data Protection**

- 5.1 Microsoft may collect, use, transfer, disclose, and otherwise process each Customer's data (as defined under the Microsoft Customer Agreement), including personal data, as described in the Customer Agreement that the Customer will enter into directly with Microsoft.
- 5.2 Vodafone is the Data Controller for the service it provides to the Customer in relation to the purchase of Azure Services. Vodafone's Data Protection Terms when Vodafone is Data Controller apply, including local terms, as applicable.

#### **6. Support and Service Levels**

- 6.1 **Applicability:** The Public Cloud Services Support Service terms apply to the Azure Services.
- 6.2 **Service Levels and Service Credits:** The applicable Service Levels and Service Credits for the Microsoft Azure Services can be found on this link (as updated from time to time): <https://azure.microsoft.com/en-gb/support/legal/sla/>.

#### **7. Definitions**

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

- 7.1 **Microsoft** means Microsoft Corporation

**Third Party Provider** means for the purposes of these Extra Service Terms, Microsoft Corporation