

# Dedicated Internet Access Service Terms

Version Date: 20 May 2021

## 1. General

**1.1 Service Summary:** Dedicated Internet Access Service (the “Service”) provides symmetrical access to the public Internet either over dedicated access bearers, shared access bearers, or directly to Vodafone’s IP-VPN network. The Service is provided using the Global Vodafone IP Backbone or a combination of the Global Vodafone IP Backbone and the Vodafone Global MPLS Networks (the combination is called “DIAoMSP”). In connection with the Service, Customer may also purchase the following optional Service Elements: Domain Name Services, SMTP Mail, and Third Party Provider Internet Access. The term “Service” includes each Service Element.

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

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

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

## 2. Conditions of Use

**2.1 Site Survey:** Vodafone may require a Site Survey prior to delivery of a Service Element. Customer will permit Vodafone or its subcontractors to conduct Site Surveys as necessary and Customer will complete the required preparatory work as detailed in the Site Survey report.

**2.2 Third Party Providers:** Service Elements may be provided by a Third Party Provider. Relevant terms and conditions to some Third Party Service Elements are set out in the Extra Service Terms for Third Party Provider Internet Access Service attached. Vodafone will use a Third Party Provider or Vodafone Group Company that has the necessary Authority to provide a Service Element where required by Applicable Law. Vodafone may novate any Customer Agreements as required in order to comply with Applicable Law.

**2.2.1 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.

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

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

**2.4 Public Internet Service:** Customer acknowledges that the Service itself is not a Public Internet Service. Should the Customer and its Users configure the Service to connect to a Public Internet Service, Customer shall ensure that the configuration does not prevent the Customer’s internet service provider from complying with Applicable Law and/or any local regulatory internet service requirements (“Local Internet Services Regulations”). Customer acknowledges that Vodafone has no liability for any loss or damage incurred by Customer and/or the Customer’s internet service provider as a result of a breach of any local Internet Services Regulations.

**2.5 No cross-border use.** The Service is provided for end-users in the Country(ies) as set out in the Customer Agreement. Customer shall not use the Service to connect end-users in third countries to the Internet. Customer shall indemnify Vodafone for any loss incurred as a result of Customer breaching this clause, including regulatory fines.

**2.6 Private networking or security applications:** To the extent Customer applies any private networking or security applications to the Service, Customer is solely accountable for any configuration applied on the security application and private networking solution. Customer shall ensure that the configuration of the applications / solution does not prevent the Service from complying with all local regulatory requirements associated with internet services. Customer shall indemnify Vodafone for any loss incurred as a result of Customer breaching the above, including regulatory fines.

**2.7 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; (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.

**2.8 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.

- 2.9 Security Obligations:** Customer will (a) 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; (b) design, implement, manage, and archive configuration of internal IP protocols, LAN information, and access lists; (c) provide reasonable security on the Equipment and Customer's private networks to limit misuse of or threat to the Service, Equipment, or Network; and (d) address any misuse or threat identified by Vodafone through the implementation of appropriate security or user controls.
- 2.10 Authorised Users:** Access by Customer to the Service and Equipment is limited to Authorised Users. Vodafone will provide each Authorised User with a user name, password, or other access information ("**User Details**"). Customer is responsible for: (a) the security of the User Details; (b) providing Vodafone with the identity of the authorized Users and keeping that information current; and (c) Authorised Users' compliance with the Customer Agreement. Vodafone accepts no liability for any unauthorised or improper use or disclosure of any User Details. Customer is liable for all acts and omissions conducted using the User Details. Customer will be responsible for and will pay for the Charges including any unauthorised or fraudulent usage arising out of Customer's breach or failure to comply with the provisions of these Service Terms. Customer acknowledges that Vodafone has no liability for any loss or damage to the Customer arising from such unauthorised or fraudulent usage.
- 2.11 Providing Service over Existing Global IP-VPN Network Access Bearers:** For DIAoMSP, Customer may share an existing Global IP-VPN Network Access Bearer that it uses for its IP-VPN Service also for Dedicated Internet Access. In this case, if Customer terminates the IP-VPN Service at the Customer Site, then the associated Dedicated Internet Access Service at that Customer Site will also terminate. Recovery charges may apply.
- 2.12 DNS:** Notwithstanding the assistance provided by Vodafone regarding DNS, Customer is responsible for ensuring that Customer has all necessary rights or licences to use Customer Domain Names or that Customer has all necessary rights and consents to have them registered.
- 2.13 IP Address and Autonomous System Numbers ("ASNs"):** Vodafone does not own the IP Addresses and ASNs that it makes available for Customer. They are subject to availability and to recall and suspension by the relevant authorising bodies.
- 2.14 Blackholing:** If Vodafone reasonably determines that there is a DDoS attack on the Vodafone IP Backbone, then Vodafone will Black Hole traffic to affected Services. Black Holed data will be lost and is not recoverable either during or following an occurrence of a DOS or DDoS attack. Vodafone is not responsible for any loss of data, loss of use or other loss arising from Blackholing.
- 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.

### **3. Equipment**

- 3.1 Equipment:** Customer must (a) have Equipment that meets Vodafone's specifications on the Customer Site to use the Service. The Equipment Terms apply to Vodafone Equipment and Customer Equipment; and (b) Customer must promptly replace or correct the affected Equipment in event it is exposed to any fraudulent activity.
- 3.2 Cisco End User Terms:** Customer agrees to comply with the terms and conditions as contained under the URL links below, as updated from time to time:
- 3.2.1 Cisco Service Descriptions:** The Cisco Service Descriptions and additional End User Obligations are located at: [www.cisco.com/web/about/doing\\_business/legal/service\\_descriptions/](http://www.cisco.com/web/about/doing_business/legal/service_descriptions/)
- 3.2.2 Cisco End User License Terms:** Cisco branded products and documentation are provided to the End User subject to the then-current Cisco End User License Terms. A current copy of the Cisco End User License Terms is available at: <http://www.cisco.com/c/en/us/td/docs/general/warranty/English/EU1KEN.html>
- 3.2.3 Cisco Limited Warranty:** The only warranty provided with respect to any Cisco Product is the written limited warranty statement provided with that Product or, if no warranty statement is provided with a Product, the limited warranty statement is available at the following URL: <http://www.cisco.com/c/en/us/products/warranty-listing.html>
- 3.2.4 Disclaimer:** Except as specified in the limited warranty statement specified in Paragraph 3.2.3 above, all express or implied conditions, representations or warranties, including, without limitation, any implied warranty or condition of merchantability, fitness for a particular purpose (even if known to Cisco), non-infringement, satisfactory quality or arising from a course of dealing, law, usage or trade practice are hereby excluded to the greatest extent allowed by Applicable Law. To the extent an implied warranty cannot be excluded, such warranty is limited to the 90 day period provided in the limited warranty statement. This disclaimer and exclusion will apply even if the express warranty set forth above fails of its essential purpose.
- 3.2.5 Compliance with Laws:** End users have an obligation to comply with all applicable Cisco published policies, including the Software License Transfer Policy and the Used Equipment Policy, as amended from time to time; for example: [http://www.cisco.com/c/en/us/products/cisco\\_software\\_transfer\\_relicensing\\_policy.html](http://www.cisco.com/c/en/us/products/cisco_software_transfer_relicensing_policy.html)

### **4. Data Protection**

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

**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	24/7

Incidents may be reported at any time during the Service Cover Period, however, Incident resolution will only in accordance with the resolution times set out in Paragraph 10 below.

**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.

**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 perform its standard testing procedure for the Service. When Vodafone considers that the standard testing criteria have been met, Vodafone will make the Service available to Customer or notify Customer that the Service is ready for use ("**Service Commencement Date**").

**5.8 Correction:** Customer must notify Vodafone within 5 Working Days of the Service Commencement Date if the Service does not materially conform to the standard testing criteria and provide sufficient supporting details. Upon receipt of notification, Vodafone will take reasonable action to meet the standard testing criteria.

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

**6. Service Level Terms**

**6.1 Applicability:** Service Levels and Service Credit terms apply from the Service Commencement Date for the applicable Customer Site depending on the Service Level measure, unless stated otherwise.

**6.2 Excluded Events:** Vodafone is not responsible for failure to meet Service Level Targets if the Service Level is affected by an Excluded Event.

**6.3 Access Technology:** If Customer selects an access technology not recommended by Vodafone, the Service Levels will not apply to the affected Customer Site and different Service Levels or Service Level Objectives may be agreed between the Parties.

**7. Service Commencement**

**Service Level Target:** 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. Service Availability**

**8.1 Service Availability:** Service Availability is measured at the Service Demarcation Point of each Customer Site. This Service Availability Service Level only applies to Vodafone Internet Access Services provided at those Customer Sites directly connected to Vodafone's Global MPLS Network or Internet Edge Router.

**8.2 Calculation:** Percentage Availability is calculated as:  $[(A - B)/A] \times 100$ . "A" equals 43200 minutes each full month. "B" equals the number of whole minutes when the Service is Unavailable in the Monthly Measurement Period.

**8.3 Service Levels:** The following Service Availability Service Levels apply to each Customer Site based upon the Service Configuration.

Service Configuration at Customer Site	Service Availability Target (Percentage or P) Tier 1
Single Service (Not Resilient Service)	99.90%
Resilient Service Dual Parent (Diverse Internet Edge Routers)	99.95%
Resilient Service Dual Parent (Fully Diverse)	99.99%

## 9. Priority of Incidents

9.1 The following Priority Level definitions apply to the Service:

Priority Level	Priority Level definitions
1	Total loss of Service at one or more Customer Sites.
2	Partial loss of Service at one or more Customer Sites that, as assessed by Vodafone, has a significant detrimental effect on Customer's ability to perform normal communications but that does not represent a total loss of the Service, including: <ul style="list-style-type: none"> <li>(a) If Customer has ordered a Resilient Service, loss of resilience at one or more Customer Sites (meaning a loss of any of the primary or Resilient Service); or</li> <li>(b) Packet loss &gt;25%</li> </ul>
3	Degradation of Service performance or a Priority Level 2 Incident when Vodafone is not granted access to the relevant Customer Site or when Vodafone has not been able, for any reason outside of Vodafone's reasonable control, to take down the Service in order to restore normal service.
4	All non-Service affecting Incidents.

## 10. Incident Resolution Times

10.1 **Priority Level 1 or 2:** For Priority Level 1 and 2 Incidents, the Incident resolution time is calculated as the number of whole hours between the time Vodafone issues a Trouble Ticket and the time Vodafone confirms to Customer that the Incident is resolved.

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

## 11. Service Credit

### 11.1 Service Credit for Delay

11.1.1 Customer is entitled to a Service Credit if the Service Commencement Date of: (a) a new Service Element at a Customer Site (Service Level Target); or (b) a Hard Configuration Change to an existing Customer Site with a suitable Existing Global IP-VPN Network Access Bearer, is delayed beyond the Agreed Delivery Date.

11.1.2 The applicable Customer Site must be directly connected to the Vodafone IP Backbone:

Delay in Service Commencement Date of:	Number of whole Working Days beyond Agreed Delivery Date	Service Credit (% of the installation Charge)
New Service Element at a Customer Site or Hard Configuration Change to existing Customer Site with a suitable Existing Global IP-VPN Network Access Bearer	1 to 10 days	5%
	11 to 20 days	20%
	>20 days	25%

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

11.1.4 Any Service Credits due to Customer in respect of a delay shall be subject to an aggregate cap of 25% of the installation Charge of the applicable Service.

### 11.2 Service Credit for Availability

11.2.1 The Service Credit is a percentage of the Monthly Recurring Charge (MRC) for the affected Customer Site during the Monthly Measurement Period. The following Service Credit applies to the Service Availability Service Levels:

Number of hours beyond Service Level Target when the Service is Unavailable	Single Service (Not Resilient Service)	Resilient Service Dual Parent (either with Diverse Internet Edge Routers or Fully Diverse)
Between 1 and 15 hours inclusive rounded up to the nearest hour	2.5% of MRC per hour that the Service Level is exceeded	5% of MRC per hour that the Service Level is exceeded
More than 15 hours	50% of MRC	100% of MRC

11.2.2 Customer may only claim a Service Credit for the highest applicable time period category, not each time period that may pass for this Service Level.

### 11.3 Service Credit for Incident Resolution

11.3.1 The Service Credit is a percentage of the Monthly Recurring Charge for the affected Customer Site during the Monthly Measurement Period. The following Service Credit applies to the Incident resolution Service Levels:

Number of hours beyond the Incident resolution Service Level that the Priority Level 1 or 2 Incident remains unresolved	Service Credit Percentage	
	Single Service (Not Resilient Service); or Resilient Service Dual Parent (Diverse Internet Edge Routers)	Resilient Service Dual Parent (Fully Diverse)
Between 1 and 15 hours inclusive rounded up to the nearest hour	2.5% of MRC per hour	5% per hour
More than 15 hours	50% of MRC	100% of MRC

11.3.2 Customer may only claim a Service Credit for the highest applicable time period category, not each time period that may pass for the same Incident.

#### 11.4 Service Credit Terms

11.4.1 Customer must claim Service Credit via its Vodafone account manager within 30 days of the end of the Monthly Measurement Period. Service Credit will be applied to Customer's next bill after agreement that Service Credit is due.

11.4.2 Service Credits do not apply to any Incident connected to any Excluded Event.

11.4.3 The total Service Credit payable in any Monthly Measurement Period may not exceed 100% of the Monthly Recurring Charge for the affected Customer Site or Service Element, as relevant.

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

11.4.5 The Service Credits as set out in these Service Terms are Customer's sole and exclusive remedy against Vodafone for any failure in Service performance. Service Credits have been calculated as, and are, a genuine pre-estimate of the loss likely to be suffered by the Customer for failure in Service performance. Service Credit may only be applied to Charges for the Service and have no cash value.

### 12. Termination

12.1 To the extent Customer terminates the Customer Agreement because of a unilateral change in contract conditions in accordance with Clause 16.2.1 of the General Terms, then the Customer shall pay only:

12.1.1 For the Services up until the point of termination, pro-rated if termination occurs in the middle of a billing cycle; and

12.1.2 Customer shall pay the outstanding balance of the cost of any retained Customer Equipment / Vodafone Equipment that was bundled at time of conclusion of the Customer Agreement, which will be calculated as the lesser of: (i) the remaining value of the Customer Equipment / Vodafone Equipment at the time of termination; and (ii) the remaining Charges for the Service until the end of the agreed terms.

### 13. Definitions

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

13.2 **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 (a) Vodafone in the provision of the Service and/or (b) Customer in receipt of the Service or carrying out of its business.

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

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

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

13.6 **Customer** means the Party receiving Service under the Customer Agreement who is a member of the Customer Group.

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

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

13.9 **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. Equipment means the hardware and related software Customer must have to use the Service.

13.10 **Customer Group** means Customer and any company that controls, is controlled by, or is under common control with Customer. For this purpose, control means having the beneficial ownership of more than 50% of the issued share capital, or the legal power to direct the general management of the company in question, at or after the date of the Customer Agreement (and **Customer Group Company(ies)** or **CGC** has a corresponding meaning).

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

13.12 **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.

- 13.13 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 <http://www.vodafone.com/business/vgegeneralterms>.
- 13.14 Diverse Internet Edge Router** means two items of Equipment (supplied either by Vodafone or Customer) with two access tails that connect to one MPLS router on the Global MPLS Network, which backhaul to two different IER nodes.
- 13.15 DDoS** means Distributed Denial of Service.
- 13.16 DOS** means Denial of Service: an interruption in a User's access to the Network.
- 13.17 DNS** means Domain Name Service.
- 13.18 Equipment** means the hardware and related software Customer must have to use the Service.
- 13.19 Equipment Terms** means the terms regarding Equipment in the General Terms, or if those General Terms are not applicable, the Equipment Terms found at <http://www.vodafone.com/business/vgegeneralterms>.
- 13.20 Excluded Event** means an Incident caused by (a) another Vodafone service purchased under a separate Customer Agreement; (b) non-Vodafone-supplied: (i) power, (ii) Customer Equipment, or (iii) structured cabling, any other telecommunications systems; (c) Customer's negligence, act or omission or that of any 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 requesting Vodafone to modify a Customer Site, or test one although no fault has been detected or reported; (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 Access Circuit at a Customer Site; (h) a Configuration Change in the process of implementation; and (i) service failure at any other Customer Site.
- 13.21 Extra Service Terms** means the additional terms that apply to certain Service Elements ordered by Customer.
- 13.22 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 obligation to pay Charges).
- 13.23 Fully Diverse** means two items of Equipment (supplied by either Vodafone or Customer) with two access tails that connect to two different MPLS routers on the Global MPLS Network, which backhaul to two different IER nodes.
- 13.24 General Terms** means the General Terms or master agreement identified in the Customer Agreement.
- 13.25 Global MPLS Network** means Vodafone's private multiprotocol label switching (MPLS) based network with underlying transport.
- 13.26 Global IP-VPN Network Access Bearer** means a last mile connection into the Customer Site from Vodafone's MPLS point of presence.
- 13.27 Hard Configuration Change** means a change to the Services provided to Customer that may include one or more of the following:
- 13.27.1 transfer of a Service Element from one Customer Site to another;
  - 13.27.2 migrating between physical Access Circuit options;
  - 13.27.3 modifications requested by Customer, and accepted by Vodafone, to alter a Service Element requiring physical intervention;
  - 13.27.4 physical movement within a Customer Site (e.g., communications room move); or
  - 13.27.5 the cessation of a Service Element at a Customer Site.
- 13.28 Incident** means an unplanned interruption to or reduction in the quality of the Service or a failure of a Service configuration item.
- 13.29 Incident Management** means the end-to-end management of Incidents by Vodafone.
- 13.30 Incumbent Provider** means the regulated operator who is authorised to provide a Service Element in a given country. An Incumbent Provider is also a Third Party Provider.
- 13.31 Internet Edge Router or IER** means a Router on the Vodafone IP Backbone that an Access Circuit: (a) connects to once it has traversed the **Global MPLS Network**; or (b) connects to directly.
- 13.32 IP Address** means a numerical label that is assigned to any device participating in a computer network that uses the public internet for communication between its nodes.
- 13.33 Monthly Measurement Period** means the period from the Service Commencement Date up to the end of the calendar month and then each calendar month thereafter (save for the last month that will end upon the termination date of the Service).
- 13.34 Network** means the communications network and the equipment and premises that are connected to the network that are used by Vodafone and Vodafone Group Companies.
- 13.35 Order** is defined in the relevant Customer Agreement.
- 13.36 Party or Parties** means the parties to the Customer Agreement.
- 13.37 Planned Works** means planned Vodafone-initiated changes to the Service or Equipment (for example, to carry out essential maintenance or upgrades).
- 13.38 Price List** means Vodafone's standard pricing in the relevant territory at the applicable time.
- 13.39 Recovery Charge** means any amount payable by Customer for early termination or failure to meet commercial commitments as set out in the Customer Agreement.

- 13.40 Resilient Service** means Dual Parent (Diverse Internet Edge Routers) or Dual Parent (Fully Diverse).
- 13.41 Router** means a router that is used in connection with the Services that may be either a Vodafone Router or a Customer Router.
- 13.42 Service Credit(s)** means the service credit payable by Vodafone to Customer in accordance with these Service Terms.
- 13.43 Service Demarcation Point** means the access interface on the Vodafone Router or Access Circuit.
- 13.44 Service Element** means the individual components of the Service (e.g., each circuit) including optional services if applicable.
- 13.45 Service Level(s)** means the service levels that apply to the provision of the Service as set out in these Service Terms.
- 13.46 Service Level Objective or SLO** means the performance Vodafone expects to provide, without associated Service Levels or Service Credit.
- 13.47 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.
- 13.48 Tier 1 and Tier 2** mean

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

- 13.49 Third Party Provider** means a third party contracted by either Vodafone or Customer that provides a Service Element or that provides service that connects to the Service. Third Party Providers may include members of the Vodafone Group.
- 13.50 Trouble Ticket** means a record of an Incident with a unique reference allocated to it that is used for all subsequent updates and communications.
- 13.51 Unavailable or Unavailability** means a Customer Site cannot access the Vodafone IP Backbone for reasons other than an Excluded Event.
- 13.52 User** means an end user of the Services who must be a permanent or temporary employee or sub-contractor of Customer.
- 13.53 Vodafone** means the member of the Vodafone Group that is a Party to the Customer Agreement.
- 13.54 Vodafone Equipment** means Equipment supplied by Vodafone for Customer's use, including Vodafone Routers.
- 13.55 Vodafone IP Backbone** is collectively represented by Vodafone autonomous system Networks known as AS1273, AS6660 and AS2529.
- 13.56 Vodafone Group** means: (i) Vodafone Group Plc, Vodafone and any company that Vodafone Group Plc owns (directly or indirectly) 15% or more of the issued share capital; and (ii) any partner market listed on the "Where we operate" page in the "About" section at [www.vodafone.com](http://www.vodafone.com) (and **Vodafone Group Company/Vodafone Group Companies** has a corresponding meaning).
- 13.57 Vodafone Router** means a Router at a Customer Site that is provided and managed by Vodafone.
- 13.58 Working Day** means on Monday to Friday inclusive, but excluding public holidays in the country where the Service is delivered from.
- 13.59 Working Hours** means the hours between 0900 and 1700 (local time) on a Working Day.

## Vodafone Dedicated Internet Access – Extra Service Terms for Third Party Provider Internet Access

### 1. Structure

These Extra Service Terms form part of the Service Terms for the Vodafone Dedicated Internet Access Service when Customer orders Third Party Provider Internet Access Service. If there is a conflict between them, these Extra Service Terms will supersede the Vodafone Dedicated Internet Access Service Terms, but only for Third Party Provider Internet Access Service.

### 2. Service Terms

**2.1 Third Party Provider Internet Access Service Summary:** Third Party Provider Internet Access Service includes a global portfolio of broadband (non-guaranteed access speed) and dedicated (guaranteed access speed) managed Internet access services provided by a Third Party Provider, Expereo, and not from Vodafone's IP Backbone or MPLS networks. The underlying Service technology, access speed and guaranteed access speed are stated in the Order. Optional Service Elements if any, will be stated in the Order. Otherwise, Third Party Provider Internet Access Service is Wires Only.

**2.2 Features:** The following features apply to Third Party Provider Internet Access Service:

Feature	Type
Broadband Access	ADSL(2+), SDSL (G.SHDSL), VDSL, HDSL, Cable, Ftt, Wireless (e.g., WiMax), 3G/4G/LTE, Satellite (Ka, Ku-band)

Feature	Type
Dedicated Access	Private Lines (SDH, SONET), Ethernet (over Fiber/Copper), Wireless (aka radio/microwave), Satellite (C-band; e.g., iDirect, SCPC)
Demarcation	Fast/Gigabit Ethernet
IP Addressing	Optional: Static, Public
Onsite Installation	Included

**3. Conditions of Use**

**3.1** Customer may not share an existing Global IP-VPN Network Access Bearer that it uses for its IP-VPN Service with a Third Party Provider Internet Access Service.

**4. Support and Service Level Agreement**

**4.1** The Support and Delivery Service terms, as set out in Paragraph 5 of the Dedicated Internet Access Service Terms, apply to Third Party Provider Internet Access Service except as amended below:

4.1.1 Vodafone will provide Incident Management Service but all Incidents will be classified as Priority 3 or Priority 4.

4.1.2 The Vodafone DIA Service Level agreement is deleted in its entirety. No Service Levels apply to Third Party Provider Internet Access Service.