

These General Terms are current as of January 17th, 2019

1. **Agreement Structure:** These are General Terms for Vodafone Group Companies to provide Services to Customer Group Companies. Services are contracted under Customer Agreements. Each Customer Agreement is binding upon the Parties to it and is separate and distinct from other Customer Agreements. Services are described in the relevant Service Terms. The pre-printed terms and conditions on any Customer purchase order do not apply to any Customer Agreements. Each Customer Agreement incorporates the relevant Service Terms and these General Terms.

2. **Service Conditions**

2.1 **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); (b) must comply with the AUP; and (c) may not resell, distribute, provide, or sub-licence 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.

2.2 **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 NRA for the purposes of the Services.

3. **Intellectual Property Rights ("IPR")**

3.1 **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.

3.2 **Licence:** Vodafone grants to Customer a licence to use the IPR owned by it or its 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; (c) contains no right to copy, modify, reverse engineer, adapt, translate, decompile, disassemble, or correct errors, unless expressly permitted by Applicable Law.

3.3 **Third Party Licences:** When third party licenses apply to Services or Equipment, Customer and Vodafone must comply with the terms of the relevant third party license ("**Third Party License**"). Vodafone's liability to Customer for third party claims for infringement of IPR in Equipment does not exceed the liability of the OEM or reseller to Vodafone.

3.4 **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**").

3.5 **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.

3.6 **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 License.

3.7 **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. This clause 3 states Customer's entire remedies for IPR infringement.

4. **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, and conditions that are implied by statute or otherwise are expressly excluded to the extent permitted by Applicable Law.

5. **Payment and tax**

5.1 **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.

5.2 **Invoice disputes:** Customer only may 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.

5.3 **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.

5.4 **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.

6. **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 its Group Companies to directly or indirectly breach Sanctions or 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 its Group Companies become subject to special Sanctions and Trade Law restrictions. Each Party has the right to terminate this 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.

7. **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.

8. **Service Monitoring:** Customer gives express consent for Vodafone to monitor Customer's use of the Service (and disclose and otherwise use the information obtained) 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.

9. **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 Group Companies) 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 9 (Confidentiality) due to a breach of Applicable Privacy Law.

10. Data Protection - When Service Terms identify Vodafone is Data Controller

10.1 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.

10.2 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/Services; and (d) internal use for development and improvement of Network/Services.

10.3 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.

10.4 Vodafone's privacy notice can be found here: <https://www.vodafone.com/business/privacy-policy>.

11. Data Protection – When Service Terms identify Vodafone is Data Processor

11.1 **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.

11.2 **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.

11.3 **Sub-Processors:** Vodafone may engage Sub-Processors. Current Sub-Processors are listed at <https://www.vodafone.com/business/global-enterprise-subprocessors>. If Vodafone adds a new Sub-Processor or replaces an existing Sub-Processor, Vodafone will either: (a) give Customer at least ten (10) Working Days' prior notice, or (b) list the new or replacement Sub-Processor on Vodafone's Privacy Page at least ten (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.

11.4 **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 Sub-Processor fails to fulfil its data protection obligations under the agreement, Vodafone remains liable to Customer for the performance of that Sub-Processor's obligations.

11.5 **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.

11.6 **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.

11.7 **Security:** As required by Applicable Privacy Law, Vodafone shall: (a) provide appropriate technical and organizational 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 <https://www.vodafone.com/business/customer-security>.

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

11.8.1 No more than once each calendar year, Customer may request to review Vodafone's security organization 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.

11.8.2 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.

11.8.3 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.

11.9 **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.

11.10 **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.

11.11 **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 organizational measures to assist Customer in fulfilment of those obligations under Applicable Privacy Law.

12. Liability

12.1 **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.

12.2 **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 9 (Confidentiality); or non-payment of Charges.

13. Equipment Terms

13.1 Vodafone Equipment: When Vodafone provides Vodafone owned Equipment ("**Vodafone Equipment**") for Customer's use.

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

13.1.2 Customer agrees to: (a) use the Vodafone Equipment only for the purpose of using the Services in accordance with Applicable Law and Vodafone's instructions; (b) use 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 the Vodafone Equipment to the Network only using a Vodafone approved network termination point; and (f) return the Vodafone Equipment to Vodafone upon termination of the Service or upon its replacement by Vodafone.

13.2 Customer Equipment: When Customer uses Customer Equipment with the Service.

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

13.3 Sale of Equipment: When Customer purchases Equipment from Vodafone.

13.3.1 **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.

13.3.2 **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.

13.3.3 **Post Sale.** After sale to Customer, the Equipment becomes "**Customer Equipment**" and clause 13.2 (Customer Equipment) applies.

13.3.4 **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.

13.3.5 **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.

14. Suspension of Services

14.1 Vodafone may suspend the Services: (a) in order to comply with Applicable Law; and (b) during maintenance, modification, repair, and testing of the Network when necessary to safeguard the functionality, security, and integrity of the Network. Vodafone uses reasonable endeavors to notify Customer in advance of these suspensions but may not be able to do so in emergency situations.

14.2 Vodafone may suspend the Services: (a) upon notice when Customer materially breaches the Customer Agreement and there is no remedy available; and (b) when Customer fails to remedy any material breach that is capable of remedy on 30 days' written notice.

14.3 Vodafone uses reasonable efforts to minimize the impact of any suspensions on Customer and Users by only suspending individual Services for the reasons listed above, not all of the Services, as reasonably practical.

15. Term and Termination

15.1 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. The Initial Term of each Customer Agreement is set out in the Customer Agreement.

15.2 Termination upon notice: Either Party may terminate a Customer Agreement on at least 3 months' written notice to the other to be effective after the end of the Initial Term and any applicable Renewal Term.

15.3 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.

15.4 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 15.3 (Termination for cause) and 17.5 (Force Majeure) without terminating the entire Customer Agreement.

15.5 Effect of termination: On termination of the Customer Agreement or an individual Service, Customer and its Users must: (a) stop using the relevant Services; and (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.

16. Changing the terms

16.1 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 16.2 (Permitted Changes), any amendment to the Customer Agreement must be in writing and signed by the Parties as required in clause 17.9 (Signatures) below.

16.2 Permitted Changes: Vodafone may: (a) vary the Customer Agreement (including withdrawing Services) as required to comply with Applicable Law and will provide Customer reasonable notice of such change; (b) retire and replace the Services (or any part of them) upon reasonable prior notice to Customer as long as Vodafone provides Customer with replacement services that provide equivalent or improved functionality; (c) provide substitute Equipment 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 or services; and (e) vary the Service Terms from time to time. Vodafone will provide Customer at least 30 days' written notice

of any change that is materially detrimental to Customer. In that case, Customer may terminate the affected part of the Customer Agreement on 30 days' written notice to Vodafone if the change cannot be offset by Vodafone to Customer's reasonable satisfaction. 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.

17. **General Provisions**

17.1 Applicable Law: Vodafone and Customer shall respectively comply with Applicable Law.

17.2 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 or novate any of its rights or obligations under the Customer Agreement to a Vodafone Group Company without the consent of Customer. Vodafone may subcontract any of its obligations under the Customer Agreement but is responsible to Customer for the acts or omissions of its subcontractors.

17.3 Survival of clauses: 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.

17.4 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.

17.5 Force Majeure: If a Force Majeure event occurs, the affected Party is not liable to the other and is released from its affected obligations for the period of 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.

17.6 Illegality: 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.

17.7 Third party rights: Each Customer Agreement is made only for the benefit of its Parties and is not enforceable by any other person under the Contracts (Rights of Third Parties) Act 1999 or other Applicable Law.

17.8 Governing law and jurisdiction: The interpretation, validity, and enforcement of each Customer Agreement is governed by and construed in accordance with the laws of England and Wales, without regard to its choice of law provisions. The Parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales; 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.

17.9 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.

17.10 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.

18. **Definitions**

18.1 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.

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

18.3 AUP means Vodafone's Acceptable Use Policy available at <https://www.vodafone.com/business/AcceptableUsePolicy>

18.4 Authority means those governments, agencies, professional, and regulatory authorities that supervise, regulate, investigate, or enforce Applicable Law.

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

18.6 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.

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

18.8 Customer Equipment means Equipment not owned by Vodafone that is used with the Service. Equipment sold by Vodafone to Customer is Customer Equipment.

18.9 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).

18.10 Data Controller means the person that determines the purposes and means of Processing the data.

18.11 Data Processor means the person that Processes data on behalf of the Data Controller.

18.12 Equipment means the hardware and related software Customer must have to use the Service, including SIMs.

18.13 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 from performing any or all of its obligations.

18.14 GDPR means General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016.

18.15 Initial Term is set out in the Customer Agreement or Order.

18.16 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, know how and other proprietary rights.

18.17 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.

18.18 **NRA** means the national regulatory Authority for electronic communications or telecommunications services in the relevant country.

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

18.20 **Order**, if relevant, is defined in the relevant Customer Agreement.

18.21 **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.

18.22 **Party or Parties** means the parties to the Customer Agreement.

18.23 **Price List** means Vodafone's standard pricing in the relevant territory at the applicable time.

18.24 **Privacy Authority** means the Authority that enforces the Applicable Privacy Law in the relevant jurisdiction.

18.25 **Process/Processed/Processing** means obtaining, recording, or holding information or data or carrying out any operation or set of operations on it.

18.26 **Recovery Charge** means any Charge payable by Customer for early termination or failure to meet commercial commitments as set out in the Customer Agreement.

18.27 **Renewal Term** is set out in the Customer Agreement or Order.

18.28 **Sanctions and Trade Law** means Applicable Law relating to trade control and economic sanctions such as those of the United Kingdom, European Union, the United States of America and other relevant countries.

18.29 **Service(s)** means the services and Equipment provided by Vodafone under the Customer Agreement as described in the Service Terms.

18.30 **Service Element** means the individual components of the Service including optional services, if applicable, and Equipment.

18.31 **Service Terms** means the document named Service Terms that describes the Services to be delivered by Vodafone under a Customer Agreement.

18.32 **SIM** means a "subscriber identity module" card that is an integrated circuit storing user specific data.

18.33 **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.

18.34 **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.

18.35 **Traffic Data** means any data Processed for the purpose of the conveyance of a communication on an electronic communications network and for billing.

18.36 **Transfer Contract Clauses** means the model contract clauses set out in the European Commission's Decision of 5 February 2010 under the Directive 95/46/EC on standard contractual clauses for the transfer of Personal Data to Processors established in third countries, as may be amended or replaced from time to time.

18.37 **User** means an end user of the Services who must be a permanent or temporary employee or sub-contractor of Customer.

18.38 **User Personal Data** means any information that relates to an identified or identifiable User.

18.39 **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.

18.40 **Vodafone Equipment** means Equipment owned by Vodafone and provided to Customer for use with the Services.

18.41 **Vodafone Group** means: (a) Vodafone Group Plc, Vodafone, and any company that Vodafone Group Plc owns (directly or indirectly) 15% or more of the issued share capital; and (b) any partner listed on the "Where we are" page at

www.vodafone.com (and **Vodafone Group Company(ies)** or **VGC** has a corresponding meaning).

18.42 **Working Days** is defined in the relevant Service Terms.