

These Service Terms are effective from 21 June 2019.

1. GENERAL

1.1 Service Summary: Vodafone Device Manager Cloud Service (the “Service”) is a cloud based Enterprise Mobility Management (“EMM”) platform that provides remote visibility, tracking, security, content management and control for smart devices and PCs. In connection with the Service, Customer may also purchase MobileIron Access, Mobile Threat Defence and professional services as Optional Service Elements under these terms. The term “Service” includes each Service Element.

1.2 Service Packages: Customer will purchase the Service under one of the packages below as further set out in the Customer Agreement or in an Order:

1.2.1 Self Service means Customer is responsible for configuration and maintenance of the Service.

1.2.2 Managed Service means Vodafone supports and manages the Service as agreed between the Parties and as specified in the relevant Order.

1.3 Hosting Options: Vodafone Device Manager Cloud is hosted in the cloud and there are no other alternate hosting options. Customer may choose to host the Sentries either in cloud or on Customer premises. Hosting of Sentries is solely Customer’s responsibility and Vodafone can offer professional services to the Customer which will be chargeable.

1.4 Structure and Precedence: Notwithstanding any terms in any framework agreement between the Parties, these Service Terms apply to the Service and include or are governed by the following documents and if there are any conflicting terms in these Service Terms, the following order of precedence applies (highest level of precedence first): (a) each Order; (b) the Customer Agreement; (c) Extra Service Terms, if applicable to the specific Service Element; (d) the Service Terms; and (e) the General Terms.

2. CONDITIONS OF USE

2.1 Customer Prerequisites: Customer must provision, install, configure and maintain the Customer network, technology systems, and is responsible for ensuring there is connectivity between its on-premises components (ex. E-mail and App Sentries) and Supplier Cloud Tenant, as well as for all the requirements of installation, configuration and maintenance of respective Virtual Machines. The availability of Customer on-premises components is solely the responsibility of the Customer (“Customer Prerequisites”) to receive Service. Vodafone is not responsible for any performance or non-performance issues of the Service caused by the Customer Prerequisites or caused by Customer failing to comply with the Customer Prerequisites. If Customer fails to provision or maintain the Customer Prerequisites, Vodafone may terminate the Service and apply a Recovery Charge.

2.2 Third Party Providers: Some Service Elements are provided by a Third Party Provider. Customer agrees to be bound by the terms and conditions relevant to those Service Elements as set out at <https://www.mobileiron.com/en/legal/tou-saas> at the time of signing the Customer Agreement.

2.3 Customer Sites - Customer Obligations: Where Customer is purchasing the professional services as an Optional Service Element to prepare for and instal 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, Virtual Machines, and third party property; and (ii) install, configure or maintain Virtual Machines on Customer Sites or third party property; (b) provide secure storage for Virtual Machines sent to Customer Sites; (c) prepare Customer Sites in accordance with Vodafone’s instructions; and (d) ensure that Customer Sites are safe and represent a suitable working environment; and (e) when possible, give Vodafone 10 Working Days’ notice of any event (such as power disconnection) that will disrupt the Service or affect the Virtual Machines.

2.4 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.

2.5 Security Obligations: Customer will: (a) take reasonable steps with entities it controls in line with commercial good practice to limit misuse of or threat to the Service, Virtual Machines, or Network; and (b) notify Vodafone of any Customer security issues which are likely to materially adversely impact the Network; (c) address any misuse or threat identified by Vodafone through the implementation of appropriate security or user controls and (d) seek prior approval from Vodafone before running any security tests, vulnerability scans or penetration tests on Virtual Machines or Services.

2.6 Authorised Users: Access by Customer to the Service and Virtual Machines 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 (safe storage of recovery key and admin account details, such as log-in ID, and password); (b) providing Vodafone with the identity of the authorised Users and keeping that information current; and (c) authorised Users’ compliance with the agreement. Vodafone accepts no liability for any unauthorised or improper use or disclosure of any User Details. Customer is liable for all acts and omissions conducted using the User Details. Customer understands that in certain scenarios, losing the admin recovery key or password may lead to no access to the Supplier Cloud Tenant and a new Supplier Cloud Tenant will need to be provisioned.

2.7 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.

2.8 Applicable Laws: Vodafone and Customer shall respectively comply with all Applicable Law.

2.9 AUP: Customer agrees to comply with Vodafone’s Acceptable Use Policy available at www.vodafone.com/business/AcceptableUsePolicy.

3. VIRTUAL MACHINES

3.1 Maintenance: If Customer requires Vodafone’s professional services in relation to support, upgrade and/or replacement of Virtual Machines, Vodafone may agree to provide such professional services to the Customer, as required for Service performance (“Maintenance”). Such professional services will be chargeable in accordance with the purchased Service Package. Vodafone will provide Customer with reasonable advance notice of any Maintenance activities that will require Customer cooperation or access to a Customer Site. Customer agrees to cooperate with Vodafone in its performance of Maintenance.

4. DATA PROTECTION

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

4.2 Vodafone Processes User Personal Data as set out at in the Data Table available at www.vodafone.com/business/vge-customer-terms.

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
Report of an Incident	24/7

Incidents may be reported at any time during the Service Cover Period; however, Incident resolution will only occur during Working Hours.

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/Supplier-initiated changes to the Service or Virtual Machines (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 perform its standard testing procedure for the Service. When Vodafone considers that the standard testing criteria have been met, Vodafone will, after verification, provide the Customer with the Supplier Cloud Tenant login credentials and 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 Expedited Delivery: When requested by Customer, Vodafone will use reasonable efforts to meet an expedited Agreed Delivery Date (subject to additional Charges). Service Levels do not apply to an expedited delivery date.

6. SERVICE LEVEL TERMS

6.1 Applicability: Service Levels apply from the Service Commencement Date depending on the Service Level measure, unless stated otherwise.

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

7. SERVICE COMMENCEMENT

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

8. SERVICE AVAILABILITY

8.1 Calculation: Percentage Availability is calculated as: $(A - B)/A \times 100$. "A" equals the number of whole minutes in the Monthly Measurement Period. "B" equals the number of whole minutes when the Service is Unavailable in the Monthly Measurement Period, excluding planned upgrades and downtimes.

8.2 Service Levels: The following Availability Service Levels apply:

Service Type	Service Availability (Percentage or P)
Interface to Supplier Cloud Tenant	99.9%

9. PRIORITY OF INCIDENTS

9.1 The following Priority Level examples apply to the Service:

Priority Level	Definition	Examples
P1 Critical	Total outage or critical performance degradation of the Service and complete loss of core business functions; Affects majority of Users and there is no possible alternative or workaround;	<ul style="list-style-type: none"> Hardware failure, such as server downtime, causing total non-availability of an enterprise application Software error causing total non-availability of an

	Causes critical business, security or regulatory impact or loss of goodwill for the Customer	enterprise application
P2 Major	<p>Partial outage or major performance degradation of the Service and loss of non-core business functions;</p> <p>Affects a significant proportion of Users and there is no acceptable alternative or workaround;</p> <p>Causes major business, security or legislative impact or loss of goodwill for the Customer</p>	<ul style="list-style-type: none"> Network equipment or software failure causing total loss of voice or data connection for some enterprise Users in a Customer-relevant region Hardware failure causing intermittent availability or unacceptably slow response time of one or more enterprise applications across an organisation Software error causing intermittent availability or unacceptably slow response time of one or more enterprise applications across an organisation
P3 Minor	<p>Minor performance degradation of the Service or minor limitation to business functions;</p> <p>Has minor impact on a small number of Users or a workaround is available;</p> <p>Causes minor business, security or legislative impact or loss of goodwill for the Customer</p>	<ul style="list-style-type: none"> Network equipment or software failure causing intermittent availability of voice or data connection for a small number of Users in a Customer-relevant region Software or hardware failure causing slow response time of one or more enterprise applications across an organisation
P4 Routine	Causes little or no limitation to the functionality for a single end user or end users.	<ul style="list-style-type: none"> Request for assistance with device features

10. INCIDENT RESPONSE TIMES

10.1 For all Priority Level Incidents, the Incident Response Time is calculated as the number of whole hours or minutes (as applicable) between the time when Customer reports the Incident to Vodafone's service desk and a service desk Agent issues a Unique Identifier.

Priority Level	Service Desk Incident Response Time
1	30 Minutes
2	30 Minutes
3	4 working hours
4	8 working hours

11. DEFINITIONS

11.1 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 (i) Vodafone in the provision of the Service and/or (ii) Customer in receipt of the Service or carrying out of its business.

11.2 Availability means the percentage of time the Service is available for use at each Supplier Cloud Tenant in a Monthly Measurement Period calculated as set out the Service Availability Service Level.

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

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

11.5 Connector(s) means a component deployed on Customer premises to integrate with directory services AD/LDAP and SCEP (Simple Certificate Enrolment Protocol).

11.6 Customer means the Party receiving Service under the Customer Agreement.

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

11.8 Customer Group means the Customer and any company that Customer has 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, either at or after the date of the Customer Agreement (and **Customer Group Company(ies)** or **CGC** has a corresponding meaning).

11.9 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.

11.10 Data Protection Terms means the terms regarding data protection in the General Terms.1.0 or later, or if those General Terms are not applicable, the Data Protection Terms found at www.vodafone.com/business/vge-customer-terms.

11.11 Excluded Event means an incident caused by: (a) another Vodafone service purchased under a separate Customer Agreement; (b) non-Vodafone-supplied power; (c) Customer-hosted (on premises or cloud) or Customer-owned components, or connectivity to them, including Virtual Machines, Customer firewall configuration, connectivity to MobileIron Cloud and Virtual Machine servers; (d) non-performance of upgrades of Customer hosted components (on premises or cloud) or Customer-owned components; (e) 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); (f) the negligence, act, or omission of Customer or a third-party not within Vodafone's direct control; (g) Customer's delay or non-performance of any of Customer obligations set out in the Customer Agreement; (h) Customer's request to modify or test a Service Element/Customer Site; (i) a Force Majeure event or Service suspension that is permitted under the Customer Agreement; (j) the inability or refusal by a Third Party Provider to provide the access circuit at a Customer Site; (k) a configuration change during implementation; and (l) a service failure at any other Customer Site.

11.12 Force Majeure means any circumstances, events, omissions, or accidents beyond the reasonable control of a Party, and that could not have been avoided by due diligence, that prevent that Party from performing any or all of its obligations.

11.13 General Terms means the General Terms or master agreement identified in the Customer Agreement.

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

11.15 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).

11.16 Network means the communications network and the equipment and premises that are connected to the network that are used by Vodafone and Vodafone Group Companies.

11.17 Order is defined in the relevant Customer Agreement.

11.18 Party or Parties means the parties to the Customer Agreement.

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

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

11.21 Sentries means a component deployed on Customer premises in the cloud as an in-line email gateway and/or as an application gateway

11.22 Service Element means the individual components of the Service including optional services if applicable and configuration changes.

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

11.24 Supplier Cloud Tenant means the VDM Cloud Tenant created for the Customer in Amazon Web Service ("AWS").

11.25 Statement of Work means the document prepared for Customer by Vodafone providing details of the Service, if applicable.

11.26 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, including MobileIron Inc. Third Party Providers may include members of the Vodafone Group.

11.27 Unavailable or Unavailability means that the cloud-based component of the Service is not accessible via the public internet by Users or Customer-hosted components for reasons other than an Excluded Event.

11.28 Unique Identifier means the unique reference key given to the Customer by Vodafone, once Vodafone has logged an Incident or another event.

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

11.30 Virtual Machines means Connectors and Sentries.

11.31 Vodafone means the member of the Vodafone Group that is a Party to the Customer Agreement.

11.32 Vodafone Group means: (a) Vodafone Group Plc, Vodafone, and any company that Vodafone Group Plc owns (directly or indirectly) 15% or more of the issued share capital; and (b) any partner listed on the "Where we are" page in the "Who we are" section at www.vodafone.com (and **Vodafone Group Company(ies)** or **VGC**) has a corresponding meaning).

11.33 Working Day means on Monday to Friday inclusive, but excluding public holidays in the country where the Service is delivered from.

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