

Vodafone Device Lifecycle Management Service Terms

Version Date: 21 May 2024

1. The Service

- 1.1** The Vodafone Device Lifecycle Management service (the “Device Lifecycle Management Service”) offers the Customer procurement, distribution, control and management of certain mobile Equipment. The term “**Service**” or “**Services**” in these Service Terms means the Device Lifecycle Management Service and includes each Service Element, as the context requires.

2. Service Term Structure

- 2.1** These Service Terms include the terms relevant to the provision of one or more elements of the Service by Third Party Providers (“**Third Party User Licence**”). The specific core Service Elements and optional Service Elements selected by the Customer will be set out in the Commercial Terms and/or Order. The Customer acknowledges and agrees that Extra Service Terms may apply to the optional Service Elements Customer selects, in addition to these Service Terms.
- 2.2** The following documents further govern Vodafone’s supply of the Service and form part of the Agreement, applying in the order of precedence set out in the General Terms:
- (a) the Commercial Terms;
 - (b) the General Terms;
 - (c) the Order, which confirms the Service Elements selected by/for Customer; and
 - (d) any applicable policies, guidelines and/or pricing provided by Vodafone from time to time.
- 2.3** In addition to the documents set out in clause 2.2 above, Customer’s use and receipt of the Service is subject to any relevant Third Party User Licences.

3. The Service and Equipment

- 3.1 Core Service Elements:** Customer may choose:
- (a) to rent Rental Equipment from Vodafone and return it at the end of the Rental Period (“OPEX Option”);
 - (b) to purchase Equipment from Vodafone and own it (“CAPEX Option”); or
 - (c) to receive the relevant elements of the Managed Service on Supported Inherited Devices for a 12-month term.
- 3.2** The Commercial Terms and/or Order will identify which Equipment Customer shall rent from Vodafone (in accordance with the OPEX Option) or which Equipment Customer will purchase from Vodafone (in accordance with the CAPEX Option), as applicable. Associated Charges shall be set out in the Commercial Terms and/or Order.
- 3.3 Optional Service Elements:** The optional Service Elements are:
- (a) **Apple Device Enrolment Facilitation Service:** A Service Element that enables Customer to automate the configuration of Customer’s chosen MDM Service on Authorised Devices (as defined in the Extra Service Terms for this optional Service Element) in the Apple Business Manager Portal.
 - (b) **Samsung KME Service:** A Service Element that enables the deployment and enrolment of compatible MDM/EMM solutions on Authorised Devices (as defined in the Extra Service Terms for this optional Service Element).
 - (c) **Google Zero-touch Enrolment Service:** A Service Element that enables the automatic configuration and enrolment of Authorised Devices (as defined in the Extra Service Terms for this optional Service Element) through the Google Zero-touch system.
 - (d) **Quarterly Reviews:** A Service Element whereby Vodafone may provide Customer with a quarterly review of the Service (in such format as Vodafone may determine at its absolute discretion), provided Customer:
 - (i) requests such quarterly review(s); and
 - (ii) provides such information and cooperation as Vodafone may reasonably request in the conduct of such review(s).
 - (e) **Ebonding:** A Service Element that enables the software integration between Customer’s ordering or service management tools and the Portal, via API.
 - (f) **Unsupported Inherited Devices:** A Service Element whereby Vodafone accepts Unsupported Inherited Devices onto the Portal.
- 3.4** If a Third Party Provider terminates Customer’s right to use a Service Element, Vodafone will have no liability for failure to deliver the relevant Service Element.

4. Service Conditions of Use

- 4.1 Third Party Provider:** Customer acknowledges that the Services (as a whole or in part) may be sub-contracted by Vodafone to Third Party Providers. In addition to the rights to terminate the Service set out in the General Terms, Vodafone shall be entitled to terminate the Service if Vodafone’s agreement with a Third Party Provider terminates for any reason. In such event, Vodafone will provide as much notice as is reasonably practicable to the Customer.

- 4.2 Copyright Levies:** Customer and its Users may use the Rental Equipment only for business purposes. Vodafone will apply prepaid copyright levies for the Rental Equipment for business, not personal, purposes. Breach of this clause may result in a levy payable by Customer.
- 4.3 Data Protection:** Vodafone is the Data Controller for this Service. Vodafone's Data Protection Terms when Vodafone is Data Controller apply.
- 4.4 Pre-orders:** Customer agrees that:
- (a) it will provide Pre-orders monthly in advance by the fifteenth (15th) day of each calendar month and it will act reasonably and in good faith when providing Pre-orders;
 - (b) Pre-orders may impact Delivery Dates if they are inaccurate or if Customer fails to place a Pre-order.
 - (c) if Customer places an Order without providing a Pre-order, Vodafone shall not be obliged to provide the Equipment in line with the SLOs set out herein;
 - (d) it will be obliged to pay Vodafone Storage Charges in respect of any Equipment specified in a Pre-order for which Customer does not place a corresponding Order ("Matching Order") within three (3) months of the Forecasted Requirement Date;
 - (e) if:
 - (i) Customer places a Matching Order more than three (3) months but less than 12 months after the Forecasted Requirement Date, it shall pay Storage Charges to Vodafone from three (3) months after the Forecasted Requirement Date until the Delivery Date for the Matching Order; and
 - (ii) Customer fails to place a Matching Order, Customer shall pay Storage Charges to Vodafone from three (3) months after the Forecasted Requirement Date to 12 months after the Forecasted Requirement Date;
 - (f) in the event that Customer fails to place a Matching Order for a Pre-order within 12 months of the Forecasted Requirement Date, then Customer shall pay a Stocking Charge to Vodafone, as more particularly described in the Commercial Terms;
 - (g) Vodafone will order Equipment based on Customer Pre-orders. If Vodafone anticipates that it will be unable to meet Customer's Pre-order requirements, Vodafone shall inform the Customer as soon as reasonably possible and may, at Vodafone's discretion, offer substitutes for the Equipment which Vodafone anticipates it will be unable to supply; and
 - (h) clauses 4.4(d), 4.4(e) and 4.4(f) shall survive the termination or expiry of this Agreement.
- 4.5 Ebonding:** Customer acknowledges and agrees that it must comply at all times with Vodafone's standard security and business processes for the API which Vodafone (or its agents or representatives) shall provide to Customer as part of the Ebonding onboarding process.
- 4.6 Authorised Users:** Customer acknowledges and agrees that:
- (a) Access to the Portal, including via Ebonding, is limited to Authorised Users; and
 - (b) Customer is liable for all acts and omissions conducted on the Portal on its behalf, including via Ebonding. Without prejudice to the generality of the foregoing, this may include Charges arising from unauthorised/fraudulent use.
- 4.7 Orders:** Customer acknowledges and agrees that it must place all Orders through the Portal or via Ebonding. Orders are deemed accepted on the earlier of: (a) Vodafone's written acceptance; or (b) Service Commencement Date.
- 4.8 Customer's Group Companies:** Vodafone may, at its absolute and sole discretion, allow one or more of Customer's Group Companies to be a beneficiary of the Services and receive a separate invoice ("**Additional Service Recipients**"). Customer acknowledges and agrees that they shall be fully responsible for Additional Service Recipients' compliance with the terms of the Agreement (including any payment obligations hereunder).

5. Delivery

- 5.1** Customer acknowledges and agrees that it can place an Order only after: (a) Customer has been set up on the Portal and signed an ASRN (where applicable) and the DLM operations manual; or (b) Ebonding is active.
- 5.2** Customer acknowledges and agrees that:
- (a) Vodafone will only deliver to the locations specified in the Commercial Terms and/or Order; and
 - (b) If Vodafone is unable to provide the required Service or Equipment/Rental Equipment because a Third-Party Provider is unable to provide that Service or Equipment to Vodafone (e.g. if an OEM discontinues sale or support for Equipment, or if delivery cannot be made to the specified address), Vodafone is excused from delivery of the affected Service or Equipment/Rental Equipment.
- 5.3** The Parties acknowledge and agree that Equipment/Rental Equipment shall be shipped to each location DDP (in accordance with Incoterms 2010).
- 5.4** If Customer fails to take delivery of the Equipment/Rental Equipment, Vodafone will make two further attempts to deliver it before cancelling the Order. Customer acknowledges and agrees that Customer is responsible for Vodafone's failed delivery charges.
- 5.5** Customer acknowledges and agrees that each piece of Equipment and each Rental Agreement may have a different Service Commencement Date.
- 5.6** If Customer's acts or omissions delay the Service Commencement Date, Vodafone may: (a) set a new Service Commencement Date; or (b) terminate the Order and apply a Recovery Charge.

6. Equipment

- 6.1** As part of the staging process (which is not required for Apple Device Enrolment / Samsung KME / Google Zero-touch) to configure the Equipment, Customer:
- (a) agrees Vodafone or Vodafone's Third Party Providers (acting as Customer's agent) may accept on Customer's behalf all relevant Third Party Provider terms as are appropriate ("**OEM Terms**"); and
 - (b) warrants, represents and undertakes that Customer intends to be bound by, and will comply with, the OEM Terms.
- 6.2** If (a) Equipment is delivered damaged, or (b) the incorrect Equipment is delivered, then Customer must raise a Service Request via the Portal within seven (7) Working Days of the Delivery Date and return the Equipment to Vodafone.
- 6.3** If Equipment or a Supported Inherited Device is covered by the Break/fix Service and becomes damaged/faulty during the Managed Service Term or Rental Period, Customer must raise a Service Request and may choose from the following three Reverse Logistics Options:
- (a) **Advanced Exchange:** Vodafone will send replacement Equipment from Swap Stock. Customer must return the original Equipment within 10 days from receipt or Customer will incur a Device Not Returned Charge. Returned Equipment and/or Supported Inherited Devices (as applicable) will be repaired/replaced and placed into Swap Stock;
 - (b) **Doorstep Exchange:** Vodafone will send replacement Equipment from Swap Stock and Vodafone will collect the original Equipment and/or Supported Inherited Device(s) (as applicable) from Customer. Returned Equipment and/or Supported Inherited Devices (as applicable) will be repaired/replaced and placed into Swap Stock. In the event that Customer fails to make the original Equipment available for collection, Vodafone may (at its sole discretion) (i) charge Customer for failed delivery charges, and/or (ii) opt not to provide Customer with replacement Equipment from Swap Stock.
 - (c) **Repair and Return:** Customer must send Equipment / Inherited Devices to Vodafone for repair. If Equipment / Inherited Device is Beyond Economic Repair, it will be replaced.

In respect of each of the foregoing Reverse Logistics Options, Vodafone shall provide Customer's chosen Reverse Logistic Option(s) in accordance with the Service Level Terms herein.

- 6.4** When returning Equipment and/or Supported Inherited Devices, Customer must:
- (a) use the return label (from the Portal). For Rental Equipment only, Customer may request that Vodafone provides return kits and shipping labels at additional cost;
 - (b) remove SIMs, storage cards, and accessories;
 - (c) remove security measures/applications (including, without limitation, password protection, Android Device Manager, Find My iPhone, Apple Device Enrolment, Samsung KME and Google Zero-touch);
 - (d) wipe the Equipment of any User Data; and
 - (e) ensure that the Equipment/Supported Inherited Devices are packed in a manner normally used for the transportation of such Equipment/Supported Inherited Devices.

Customer acknowledges and agrees that (i) failure to do the foregoing may result in a Beyond Economic Repair Charge, (ii) it should only remove Apple Device Enrolment, Samsung KME and Google Zero-touch when Equipment is returned at the end of the Rental Period, and (iii) Vodafone is not responsible for any loss or corruption of any Data (including User Personal Data) on the Equipment and/or Supported Inherited Devices (as applicable).

- 6.5** Without prejudice to clause 6.4, Customer acknowledges and agrees that:
- (a) when returned Equipment or a Supported Inherited Device has security measures/applications installed Customer must remove them within 10 days of notification; and
 - (b) its failure to do the foregoing will result in the Equipment or Supported Inherited Device(s) being regraded and additional Charges will be payable.
- 6.6** When the wrong equipment is returned, Customer must confirm to Vodafone within ten (10) Working Days of being notified by Vodafone (or its Third Party Providers) if the equipment should be disposed of or returned to Customer. Customer acknowledges and agrees that:
- (a) In the event that Customer fails to confirm whether the equipment should be returned or disposed of within the period of time set out above, Vodafone (and/or its Third Party Providers) shall have absolute and sole discretion as to whether or not such equipment is returned or disposed of;
 - (b) Charges will be payable by Customer for shipping or disposal; and
 - (c) Vodafone does not accept any risk in any incorrect equipment the Customer may send to Vodafone.
- 6.7** Customer acknowledges and agrees that (i) replacement Equipment only (no accessories) will be shipped to the same delivery address as the original Equipment, and (ii) repaired returned Equipment will be added to Swap Stock.
- 6.8** The Parties acknowledge and agree that where:
- (a) Rental Equipment is returned, the Service Commencement Date and Rental Period for any replacement Rental Equipment will be the same as for the original Rental Equipment; and
 - (b) Customer Equipment and/or Supported Inherited Devices are returned, the Service Commencement Date and Managed Service Term for any replacement Customer Equipment and/or Supported Inherited Devices (as applicable) will be the same as for the original Customer Equipment and/or Supported Inherited Devices (as applicable).
- 6.9** Customer acknowledges and agrees that, in the event any Equipment is lost or stolen, Customer will incur a Lost/Stolen Device Charge in respect of such Equipment. In the event that any Supported Inherited Devices are lost, stolen or Beyond Economic Repair, Customer may:

- (a) Order new Equipment from Vodafone to replace such Supported Inherited Devices via the CAPEX Option or the OPEX Option. For the avoidance of doubt, where Customer chooses this option, no Recovery Charges shall be payable in respect of the Supported Inherited Devices which Customer is replacing;
 - (b) Pay a Recovery Charge in relation to such Supported Inherited Devices; or
 - (c) Provide its own Supported Inherited Devices to replace the Supported Inherited Devices that were lost, stolen or damaged Beyond Economic Repair ("RSI Devices"). In the event that Customer opts to provide its own RSI Devices, the RSI Devices shall be deemed incorporated in the Agreement for the affected Supported Inherited Devices, and the terms of such Agreement (including the Managed Service Term for the affected Supported Inherited Devices) shall apply, mutatis mutandis, to the RSI Devices. For the avoidance of doubt, where Customer chooses this option, no Recovery Charges shall be payable in respect of the Supported Inherited Devices which Customer is replacing.
- 6.10** If Equipment fails during the warranty period (in which case, OEM has discretion to repair or replace it), Customer must raise a Service Request as soon as reasonably possible within the warranty period. If Vodafone or its suppliers (including the relevant OEM) disagree with Customer on whether such Equipment is faulty or determine it is Beyond Economic Repair (except because of a fault that is covered under the warranty), Vodafone may invoice Customer for any associated Charge (as applicable).

7. Leavers' Service

- 7.1 Leavers' Service:** Vodafone will manage the collection, refurbishment, and storing of Equipment and Supported Inherited Devices from Users who have left Customer's employment ("Leavers' Equipment"). Gold Build Devices are not eligible for Leavers' Service.
- 7.2 Leavers' Equipment:** Customer must order Leavers' Equipment according to desired plug type; for the avoidance of doubt devices with 2 pin and 3 pin plugs are not interchangeable. Once refurbished, Vodafone shall store Leavers' Equipment (or shall procure that Leavers' Equipment is stored) in a separate stock ("Leavers' Stock") that Customer may order from via the Portal.
- 7.3 Leavers' Stock:** The Parties acknowledge and agree that:
- (a) Leavers' Stock shall not be used for replacement of Equipment that is damaged (under the Break/fix Service), lost or stolen; and
 - (b) Monthly Managed Service Charges shall continue to be payable for Leavers' Equipment while in Leavers' Stock.
- 7.4 OPEX Option:** This clause applies to Rental Equipment the Customer has procured via the OPEX Option. The Parties acknowledge and agree that:
- (a) Unless terminated, the Rental Agreements for Leavers' Equipment continue while in Leavers' Stock;
 - (b) Customer cannot use the Leavers' Service if there are three (3) months or less remaining on the Rental Agreement. Instead, Customer may either: (i) return the Rental Equipment at the end of the Rental Period; or (ii) terminate the Rental Agreement for that Equipment early and pay the relevant Recovery Charge; and
 - (c) If Vodafone categorise Leavers' Equipment as Beyond Economic Repair, Customer may: (i) request that Vodafone replace such Leavers' Equipment with new Equipment (subject to availability, applicable Charges (details of which are available on request) and Customer placing an order for such Equipment in accordance with the CAPEX Option); or (ii) terminate the Rental Agreement for that Leavers' Equipment and pay the relevant Recovery Charge. Customer acknowledges and agrees that it shall be solely responsible for notifying Vodafone promptly of its decision in relation to the foregoing.
- 7.5 CAPEX OPTION:** This clause applies to Equipment the Customer has procured via the CAPEX Option. At the end of the Minimum Term, Vodafone will ship any Leavers' Equipment left in the inventory to Customer's requested address in the same country where the original Equipment was shipped. Customer accepts responsibility for proper disposal of the Leavers' Equipment in accordance with all Applicable Laws. In the event that Customer requires assistance with the lawful disposal of Equipment purchased via the CAPEX Option, Customer may request that Vodafone provide details of a third party supplier to assist with such disposal and Vodafone shall provide such details at its sole discretion.

8. Rental Terms

- 8.1** Each Rental Agreement between Customer and Vodafone starts on the Delivery Date of each item of Rental Equipment.
- 8.2** Customer must provide the office address and VAT number for each subsidiary (where applicable and accepted by Vodafone)/ location to which Customer wants Rental Equipment delivered.
- 8.3** For the avoidance of doubt:
- (a) Customer does not own the Rental Equipment;
 - (b) Owner owns the Rental Equipment;
 - (c) Customer must not sell or offer for sale, dispose of, underlet or lend the Rental Equipment or allow the creation of any mortgage, charge, lien or other encumbrance or security interest in respect of the Rental Equipment; and
 - (d) Customer must not do or permit to be done any act or thing which will or may jeopardise the right, title or interest of the Owner and Vodafone in and to the Rental Equipment.

In the event of a breach of any of the foregoing subclauses by Customer, Vodafone may, at its absolute discretion, disable and/or blacklist the relevant Rental Equipment as directed by the Owner.

- 8.4** Owner may, without Customer's consent, assign or otherwise transfer its title to or interest in the Rental Equipment, provided Customer's rights to use the Rental Equipment are not affected.
- 8.5** Customer or Customer's Users may use the Rental Equipment for the Rental Period.

- 8.6** Customer must:
- (a) keep Rental Equipment in Good Working Order and Condition;
 - (b) only use the Rental Equipment for the purpose for which it was designed;
 - (c) ensure that Rental Equipment is used and maintained in accordance with the applicable manufacturer's instructions, recommendations and specifications (including any warranties for such Rental Equipment); and
 - (d) as soon as reasonably possible, report to Vodafone any fault or damage to the Rental Equipment to Vodafone in accordance with the terms of this Agreement.
- 8.7** Vodafone shall send Customer a report in March and September each year, showing (i) the volume of Co2 offset under the Carbon Mitigation Service, and (ii) the volume of Rental Equipment recycled under the Waste Compensation Service in respect of the previous half-year period (running from January to June and July to December).
- 8.8** If Rental Equipment is lost, stolen or damaged Beyond Economic Repair, Customer must either:
- (a) raise a Service Request and Vodafone will replace the Rental Equipment at Customer's cost, from Customer's Catalogue (such replacement Rental Equipment being "**Replacement Equipment**"). The Replacement Equipment shall be deemed incorporated in the Rental Agreement for the affected Rental Equipment, and the terms of such Rental Agreement (including the Rental Period for the affected Rental Equipment) shall apply, mutatis mutandis, to the Replacement Equipment; or
 - (b) pay all applicable Rental, Recovery and Compensation Charges, for such Rental Equipment.
- 8.9** Customer may terminate a Rental Agreement before the end of the Rental Period by raising a Service Request, returning the Rental Equipment to Vodafone (or its suppliers, where specified by Vodafone) and paying the applicable Recovery and Compensation Charges. If Rental Equipment is not received by Vodafone (or its suppliers, as applicable), the Rental Agreement will continue. If Customer returns equipment that differs from the Rental Equipment specified in the Service Request and there are fewer than 30 days remaining in the Rental Period for the relevant Rental Equipment, the Rental Agreement will terminate and Customer must pay Recovery and Compensation Charges.
- 8.10** At the end of the Rental Period, Customer must: (a) have raised a Service Request not more than 30 days in advance of the end of the Rental Period; (b) have Rental Equipment (including batteries/covers but not earphones/cables) ready for collection the next Working Day; (c) provide PUK codes for each item of Rental Equipment; and (d) disable all security applications on the Rental Equipment. Customer acknowledges and agrees that its failure to do the foregoing will result in an automatic "Grade E" compensation percentage (as more particularly described in the Commercial Terms).
- 8.11** Vodafone will grade all returned Rental Equipment and calculate the Compensation Charge payable by Customer (as applicable). Upon request, Vodafone will provide Customer with a report detailing how the Compensation Charge was calculated.
- 8.12** Customer acknowledges and agrees that:
- (a) Customer shall pay the Late Return Charge and Monthly Managed Service Charge for any unreturned Rental Equipment for a period of up to six (6) months from the expiry of the Rental Period or the effective date of termination of the Rental Agreement, as applicable, until Customer returns such Rental Equipment (the "**Late Period**"); and
 - (b) After the expiry of the Late Period, if Customer has not returned Rental Equipment to Vodafone (or its suppliers, where specified by Vodafone), Customer shall pay Vodafone a Compensation Charge based on the "Grade E" compensation percentage (as more particularly described in the Commercial Terms) and Customer must dispose of the Rental Equipment in accordance with Applicable Law. For the avoidance of doubt, the Rental Agreement for the relevant Rental Equipment shall continue in full force and effect until the end of the Late Period, howsoever arising.
- 8.13** In addition to Vodafone's termination rights in the General Terms, Vodafone may (at its absolute and sole discretion) terminate one or more of the Rental Agreements on notice to the Customer if Customer fails to remedy any breach of these Rental Terms within 14 days of written notice from Vodafone. Upon termination, Customer must pay Recovery, Compensation, and Rental Charges and return Rental Equipment in accordance with the terms of this Agreement.
- 8.14** Customer hereby indemnifies and holds harmless Vodafone (without any set-off, deduction or withholding) from and against any loss Vodafone suffers and costs (including reasonable legal costs), charges, taxes, penalties, levies and expenses Vodafone incurs as a direct result of a claim by any person that the Rental Equipment or its use by any person infringes another person's trademark, copyright, patent or other intellectual property right following delivery of the Rental Equipment to Customer and where such Rental Equipment is not used in accordance with any user policy indicated by the relevant original equipment manufacturer (OEM), or the use of the Rental Equipment with third party applications which causes the relevant intellectual property right to be infringed ("**Indemnified Claims**"). Vodafone shall be entitled (at its sole discretion) to:
- (a) Request that Customer actively defend or settle any Indemnified Claims;
 - (b) The exclusive conduct of any Indemnified Claims, either directly or via its insurer (as applicable); or
 - (c) Provide control of the conducts of any Indemnified Claims to the Owner or Assignee, in which case, the indemnification obligations set out in this clause shall immediately cease.
- 8.15** The indemnity at clause 8.14 shall survive termination of the Agreement and the limitations of liability set out in the General Terms shall not apply to the indemnity.
- 8.16** Without prejudice to the General Terms, Vodafone may terminate a Rental Agreement on five (5) days' written notice if Customer fails to pay any Rental Charges (or other Charges) due in relation to such Rental Agreement within 10 Working Days of the Due Date.

9. Inherited Devices

- 9.1** The Monthly Managed Service Charges and Monthly Inventory Charges (each as applicable) will commence on the date Vodafone (for the first Order) or Customer (all subsequent Orders) adds the Inherited Devices as inventory in the Portal. Customer is responsible for providing required information to add Inherited Devices to the inventory.
- 9.2** For any Inherited Devices which fail to meet the minimum specifications, (i.e. Grade A, B or C, as more particularly described in the Commercial Terms) the Customer may:
- (a) use the device trade in service offered by Vodafone's Third Party Provider if there is economic value in the Inherited Device. Customer acknowledges and agrees that such device trade in service is provided by a Third Party Provider, shall be subject to such Third Party Provider's terms and conditions and this Agreement shall not apply to Customer's use of such device trade in service;
 - (b) request that Vodafone recycle the Inherited Device if there is no economic value in the Inherited Device; and/or
 - (c) order new Equipment.
- 9.3** Supported Inherited Devices will be enrolled into the Managed Service for a 12-month term. On each anniversary, Supported Inherited Devices will be reviewed against the minimum specifications and, where the Supported Inherited Devices comply with the minimum specifications, Customer may re-enrol such Supported Inherited Devices into the Managed Service for a further 12 months.
- 9.4** Where Customer requires the repair of Supported Inherited Devices that are registered to Apple Business Manager, the Customer must disable Apple Business Manager on those Supported Inherited Devices in order to allow the repair. Once the relevant Supported Inherited Devices have been repaired, the Customer shall be responsible for reactivating Apple Business Manager on those Supported Inherited Devices.

10. Support Services

- 10.1** Vodafone will provide Customer with support services during Working Hours for Incident Management, Service Requests, and new Order fulfilment, in English only. When using the Portal (not Ebonding) Customer must provide Vodafone with details of at least two but no more than five Authorised Users.
- 10.2** Customer acknowledges and agrees that where Vodafone initiates changes to the Service/Equipment (e.g. to carry out essential maintenance or upgrades), Vodafone may have to temporarily interrupt the Service and will notify Customer of this in advance.
- 10.3** Customer hereby permits Vodafone to interrupt the Service to resolve a Priority Level 1 or 2 Incident. In the event that Customer withdraws its permission for Vodafone to interrupt the Service to resolve a Priority Level 1 or 2 Incident, Customer acknowledges and agrees that Vodafone shall downgrade the Incident to Priority Level 3.
- 10.4** If Customer reports an Incident caused by an Excluded Event to Vodafone, Customer will reimburse Vodafone's reasonable expenses in relation to such Incident report.

11. Gold Build

- 11.1** Before the initial Order for Equipment or Managed Services on Supported Inherited Devices, Vodafone will design (at Customer's cost) a configuration-build profile detailing Customer's model, staging, configuration and kitting requirements for each combination of Equipment Customer requires ("**Gold Build Document**"). The Gold Build Document will be used as the template for Customer's requirements applied to all Equipment and Supported Inherited Devices (as applicable) supplied under the Agreement.
- 11.2** Vodafone will provide Customer with a sample of Equipment built to the specification agreed in the Gold Build Document ("**Gold Build Devices**") for approval before any Orders can be raised on the Portal. Customer shall purchase Gold Build Devices from Vodafone and Gold Build Devices shall not be subject to a Rental Agreement.
- 11.3** Customer acknowledges and agrees that:
- (a) the details of the Gold Build Document, Gold Build Devices and associated Charges are set out in the Commercial Terms; and
 - (b) any changes Customer makes to the initial staging, configuration and kitting requirements detailed in the Commercial Terms and/or an Order will require a new Gold Build Document and Gold Build Device and shall incur additional Charges. Upon written agreement between the Parties, a new Gold Build Document may be created at any time to take account of changes to the relevant OEM's operating system.

12. DLM Design Overview & Standard Device Build Documentation

- 12.1 Excluded Events:** Vodafone shall not be responsible for failure to meet an SLO if the SLO is affected by an Excluded Event.
- 12.2 Portal SLO:**
- (a) The Portal Service Availability SLO is 99% in a Monthly Measurement Period.
 - (b) Percentage availability ("P") is calculated as follows: $P = (A-B)/A \times 100$
"A" equals 43200 minutes each month.
"B" equals the number of whole minutes when the Portal is unavailable in the Monthly Measurement Period.
- 12.3 Incident SLO:**
- (a) The Incident Resolution Time is calculated as the number of Working Days between the time Vodafone issue a unique identifier and the time Vodafone issue a closure notification for the Incident.

Priority Level	Priority Level definitions	Incident Resolution Time
1	The Incident is preventing all Users from using the Service via the Portal. Business Impact: Critical impact on ability to use the Service.	Less than 2 Working Days
2	The Incident has seriously affected a large proportion of Users' ability to use the Portal, or the performance of the Portal is seriously degraded. Business Impact: High impact on ability to use the Service.	Less than 2 Working Days
3	The Incident has caused a single/small number of Users minor or intermittent operational inconvenience in communicating or processing using the Portal. Business Impact: Moderate impact on ability to use the Service.	10 Working Days or less
4	The Incident has not caused any Users any operational inconvenience in communicating or processing using the Portal. Business Impact: Low impact on the ability to use the Service (not service impacting).	35 Working Days or less

12.4 Service Request/Order SLOs:

- (a) Service Request/Order SLOs apply to processing of new Orders, replacement Equipment, or completion of the Service Requests set out in Table A below, completed within the applicable Target Processing/Completion Time during a Monthly Measurement Period.
- (b) The Target Processing/ Completion Time is calculated as the number of Working Days between the time the Service Request/Order is submitted by Customer via the Portal or via Ebonding (showing as 'In-Progress'/'Accepted'), and the time the replacement Equipment is dispatched to the shipper (showing as 'Fulfilled' on the Portal) or the Service Request is closed (as applicable).
- (c) Processing for Service Requests/Orders will begin: (a) on the same Working Day if received before 12.30pm (CET); (b) on the next Working Day for Service Requests/Orders received after 12.30pm (CET).
- (d) Target delivery times by country are listed in Table B below.

(e) Table A – Service Request/Order Targets

Service Request/Order Type	Description	Target Processing/ Completion Time	SLO
Dead on Arrival	Customer is unable to power on Equipment	1 Working Day (for a return kit and shipping label to be dispatched to Customer)	90%
Damaged on Receipt	Customer has received Equipment which is visibly damaged	1 Working Day (for a return kit and shipping label to be dispatched to Customer)	90%
Incorrect Equipment/ Specification	Customer has received Equipment not in line with the specification of Gold Build Devices	1 Working Day (for a return kit and shipping label to be dispatched to Customer)	90%
Faulty Equipment	Customer is unable to use the Equipment due to software or hardware malfunction	1 Working Day (for a return kit and shipping label to be dispatched to Customer)	90%
Broken Device	Customer has damaged or broken the Equipment	1 Working Day (for a return kit and shipping label to be dispatched to Customer)	90%
Leavers	Customer requires a device to be collected, refurbished and stored in the Leavers' Stock.	1 Working Day (for a return kit and shipping label to be dispatched to Customer)	90%

Service Request/Order Type	Description	Target Processing/Completion Time	SLO
Lost/Stolen	Customer reports lost or stolen Equipment and purchases new/refurbished Equipment	1 Working Day (for replacement Equipment to be dispatched to Customer)	90%
Lost/Stolen – Cease	Customer reports lost or stolen Equipment and requests termination of the Agreement (including any Rental Agreement(s), as applicable) in relation to that Equipment	Within 10 Working Days (for termination request to be processed)	90%
Early Termination	Customer requests cancellation of a Rental Agreement before end of the Minimum Term and returns the related Rental Equipment (consistent with the requirements of Section 6.4) so that it is received by Vodafone by the 9th of the month following that cancellation request	Equipment will be graded and ceased by end of month following termination of the Rental Agreement.	90%*
End of Rental Period	Customer returns Rental Equipment (consistent with the requirements of Section 6.4) so that it is received by Vodafone by the 9th of the month following the end of the Rental Period.	Equipment will be graded and ceased by end of month following end of Rental Period.	90%*
* These SLOs are the percentage completed within the applicable Target Processing/Completion Time during a Quarterly Measurement Period.			

(f) **Table B – Target Delivery Times**

Country Group		Target Delivery Time once the device is ready for despatch*	
		Standard Shipping	Express Shipping
A	Belgium, Netherlands, UK	1 Working Day	1 Working Day
B	Austria, Denmark, France, Germany, Ireland, Poland, Slovenia, Sweden, Switzerland	2 Working Days	1 Working Day
C	Croatia, Hungary, Italy, Portugal, Spain	3 Working Days	1 Working Day
D	Finland, Latvia, Lithuania, Romania	4 Working Days	1 Working Day
E	Estonia and Greece	5 Working Days	1 Working Day
F	Bulgaria	6 Working Days	1 Working Day
G	Malta	N/A	1 Working Day
H	Cyprus	N/A	2 Working Days
* Customer acknowledges and agrees that target delivery times may vary due to courier transit time to remote locations. For example, the Scottish Highlands in the UK could take up to 6 Working Days. The above lead times may also increase for reasons including adverse weather, high demand periods (e.g. around Christmas and Summer), major road closures and/or Force Majeure Events. <i>Vodafone reserves the right to revise these target delivery times due to changes made by its Third Party Providers of distribution services from time to time.</i>			

The Parties acknowledge and agree that the following definitions are applicable to the Service:

Advanced Exchange	means the Reverse Logistics Option where Equipment from Swap Stock is dispatched to Customer prior to Customer returning the faulty and/or damaged Equipment to Vodafone.
ASRN	12.5 means an Additional Service Recipient Notice in the form set out in the Commercial Terms.
Assignee	12.6 means Macquarie Equipment Finance DAC or one of its Affiliates and/or any third party being a financial

	institution or any other entity which finances equipment and rental receivables.
Authorised User	12.7 means a User or Vodafone employee (where applicable and expressly agreed with Vodafone in writing) appointed to act as an Authorised User for Customer who: (a) is responsible for accessing the support services and liaising with Vodafone, and (b) shall have administrative access to use the Portal on Customer's behalf.
Beyond Economic Repair	means (a) Equipment that has been damaged to the extent that the cost of repairing it exceeds 75% of the cost of replacing it with refurbished equivalent Equipment as determined by Vodafone; or (b) Equipment that is not returned to Vodafone as required by these Service Terms.
Break/fix Service	means repair and replacement service Vodafone provides to Customer for Equipment that is damaged or defective. The Break/fix Services and relevant SLOs are set out in Table A of clause 1.4 of the Service Level Terms. For the avoidance of doubt Vodafone shall only provide Break/Fix Services in relation to the following types of Service Requests: i) Dead on arrival; ii) Damaged on receipt; iii) Incorrect Equipment/Specification; iv) Faulty Equipment; and v) Broken device.
Compensation Charge	12.8 means the amount payable by Customer to Vodafone for the failure to return any Rental Equipment in Good Working Order and Condition, or at all, calculated in accordance with the Commercial Terms.
CAPEX Option	12.9 means Customer purchases and owns Equipment.
Carbon Mitigation Services	means a programme managed by a Third Party Provider (in which Rental Equipment is automatically enrolled), which offsets more than 100% of the greenhouse gas emissions of each item of Rental Equipment by retiring units from certified projects that reduce or remove greenhouse gas emissions from the atmosphere. The volume of Co2 offset under the Carbon Mitigation Services shall be equal to the volume of Co2 calculated to have been produced by Customer Rental Equipment (based on (without limitation) assumed data usage of 5GB per month, per item of Rental Equipment) in the preceding quarter.
Customer Equipment	means Equipment not owned by Vodafone that is used with the Service. Equipment sold by Vodafone to Customer under the CAPEX Option is Customer Equipment.
Customer's Catalogue	means the catalogue of Gold Build Devices agreed between the Parties from which Customer may order Equipment.
Delivery Date	means the date on which Equipment is delivered to Customer by or on behalf of Vodafone.
Device Not Returned Charge	means a Charge payable where Customer fails to return original Equipment in accordance with clause 6.3 of these Service Terms.
Device Repair Charges	means the Charges for out-of- warranty repairs to a device, including parts if required.
Doorstep Exchange	means the Reverse Logistics Option where Vodafone sends replacement Equipment from Swap Stock to Customer if Equipment is reported as faulty and/or damaged and that Equipment is collected at the same time as the delivery of the replacement Equipment.
Ebonding	the software integration between Customer's ordering or service management tools and the Portal, via API.

EMM	means an Enterprise Mobility Management solution.
Equipment	means hardware and related software (including any accessories and SIMs if relevant, except where otherwise stated) supplied by or on behalf of Vodafone to Customer and shall also include Supported Inherited Devices, where the context requires.
EURIBOR	means the 3-month Euro Interbank Offered Rate (expressed as a percentage) on the first Working Day of the relevant month(s), as amended from time to time.
Excluded Event	means an Incident caused by: (a) another Vodafone service purchased under a separate agreement; (b) systems or networks not operated or provided by Vodafone (including an Incident relating to consumption of services over the internet); (c) the negligence, or act of Customer or a third-party not within Vodafone's direct control; (d) Customer delay or non-performance of any of Customer obligations set out in the Agreement; (e) Customer request to modify or test a Service Element; (f) the inability or refusal by a Third Party Provider to provide a Service Element; (g) a Force Majeure event; (h) Service suspension that is permitted under the Agreement; and (i) a Portal outage following a pre-notified planned maintenance window.
Forecasted Requirement Date	means the first date of the month on which Customer states they require Equipment to be delivered, as specified by Customer in a Pre-order.
Gold Build Device	means the sample of Equipment built to the specification agreed by Customer before Customer can raise Orders for the rest of the Equipment.
Good Working Order and Condition	means: (a) on delivery to Customer, undamaged and fully functioning, complete with all original components and operating systems licence and media required to operate the Rental Equipment in its specified form or configuration; and (b) at the relevant time of evaluation, the Rental Equipment would qualify as "Grade A" as set out in the Compensation Table in the Commercial Terms.
Incident	means an unplanned interruption to, or a reduction in the quality of, the Portal.
Inherited Devices	means Customer Equipment which meets the minimum specifications and has been accepted into the inventory on the Portal.
Inventory Charge	means the Charges payable for the Inventory Services as set out in the Price List or otherwise provided by Vodafone to Customer in writing.
Inventory Services	means the Service through which Vodafone logs Unsupported Inherited Devices as inventory on the Portal.
Late Return Charge	12.10 means an amount equal to the Rental Charge for a whole Month, payable for each whole or partial Month after the end of the Rental Period until Rental Equipment is successfully returned to Vodafone.
Leavers' Service	12.11 means the optional Service where Vodafone manage a pool of Equipment returned by Customer because a User has left Customer's employ as further set out in the Service Terms.
Lost/Stolen Device Charge	12.12 means either (i) a Lost/Stolen – New Replacement Charge, or (ii) Lost/Stolen – Refurbished Device Replacement Charge, as initially set out in the Agreement.
MACD Charges	12.13 means a One-off Charge payable by Customer to Vodafone for the provision of MACD Services.

MACD Services	12.14 means moves, adds, changes and disconnections service, which is a Service provided by Vodafone to Customer, where specified in this Agreement, whereby Vodafone updates Customer's inventory of Equipment and Inherited Devices on Customer's behalf.
Managed Service	12.15 means the managed Service Elements more particularly described in the Commercial Terms, but excluding the Core Service Elements.
Managed Service Term	12.16 means the term of Service delivery for an item of Customer Equipment beginning on the Service Commencement Date for that Equipment or Supported Inherited Devices (as applicable), as set out in the Commercial Terms.
MDM	means a Mobile Device Management solution.
Monthly Inventory Charge	means the Charge payable by Customer to Vodafone in relation to Unsupported Inherited Devices being logged as inventory on the Portal.
Monthly Measurement Period	means a period of 30 days, with the first such period commencing on the Service Commencement Date for the relevant Service Element and each subsequent period following on consecutively thereafter.
OEM	means original equipment manufacturer for the relevant Equipment.
OPEX Option	means Customer rents Rental Equipment from Vodafone and returns the Rental Equipment at the end of the Rental Period.
Owner	Means CEVA Logistics Commerce EMEA B.V. , each of its affiliates and/or an Assignee (as applicable).
Portal	means a web based portal provided by (or on behalf of) Vodafone that enables Customer to, amongst other things, track and manage all of their inventory, raise Service Requests in relation to the Break/fix Service and raise early termination requests.
Pre-order	means an advanced notice (also known as a 'forecast') from Customer to Vodafone of the Equipment and/or Rental Equipment for which Customer will place Orders in the forthcoming calendar month.
Price List	means the document which contains the latest Equipment and Service Charges issued to Customer on a quarterly basis.
Priority Level	means the priority level assigned to an Incident in accordance with the Service Level Terms.
Quarterly Measurement Period	means one of the following periods during which compliance with relevant SLOs is measured: - 1 January to 31 March; - 1 April to 30 June; - 1 July to 30 September; and - 1 October to 31 December.
Rental Agreement	means the terms in an accepted Order for Rental Equipment, the Service Terms (including the Rental Terms) and the Commercial Terms.
Rental Charge	12.17 means the monthly recurring Charge for the duration of the Rental Period, that includes the amount of the rent instalment plus stamp duty (if any) and VAT payable in relation to that amount, as set out in the relevant Price List, together with Charges for the Carbon Mitigation Services and Waste Compensation Services.

Rental Equipment	12.18 means the Equipment (excluding any accessories) supplied by Vodafone to Customer under a Rental Agreement and listed in the applicable Order, including any replacement Rental Equipment as set out in the Rental Terms.
12.19 Rental Period	means the period set out in an Order for each item of Rental Equipment. The Rental Period commences on the relevant Service Commencement Date and may expire after the expiry of the Minimum Term.
Rental Terms	means the terms in clause 8 of these Service Terms.
Repair and Return	means the Reverse Logistics Option where Customer return the faulty and/or damaged Equipment to Vodafone and if the item of Equipment can be repaired or replaced in accordance with the Price List, the Equipment is returned to Customer once repaired. No Swap Stock is kept.
Reverse Logistics Option	means (i) Advanced Exchange, (ii) Doorstep Exchange or (iii) Repair and Return as more particularly described in clause 6.3 and as initially selected by Customer and set out in the Commercial Terms.
Review Periods	means the BFS Review Period and the LS Review Period, each as defined in the Commercial Terms.
Service Level Terms	means the terms applicable to SLOs, as set out in these Service Terms.
Service Request	means a request raised by the Customer to Vodafone via the Portal in relation to one or more of the matters described in clause 1.4 of the Service Level Terms and/or such other matters as Vodafone may permit from time to time.
SLO	means the service level objective for a particular part of the Service, as described in the Service Level Terms.
Supported Inherited Devices	12.20 means Inherited Devices which are eligible for the relevant Managed Services set out in the Commercial Terms. This will include Break/fix Services and Leavers Service for a minimum term of 12 months.
Stocking Charge	12.21 means a Charge payable by Customer to Vodafone where Customer fails to place a Matching Order for a Pre-order.
Storage Charge	12.22 means a Charge payable by Customer to Vodafone in the circumstances set out in these Service Terms, calculated (and payable) on a monthly basis as follows: $(N \times A) \times (P + E) = S$ 12.23 N = Number of pieces of Equipment in Pre-order A = Mean CAPEX value of Equipment in Pre-order as at the relevant Forecasted Requirement Date E = EURIBOR P = 0.3% (for the avoidance of doubt, Vodafone may amend this percentage from time to time, during each Validity Period) S = Storage Charge payable per month
Swap Stock	12.24 means the pool of Equipment managed by Vodafone to facilitate Equipment return and replacement services when the Advanced Exchange or Doorstep Exchange Reverse Logistic options have been selected. This may be the same as the Equipment / Supported Inherited Device, or the next highest available model.
Target Processing/Completion Time	means, in relation to the Service Request/Order SLO, the target time for processing or completing a Customer's Service Request or Order, as more particularly described in clause 1.4 of the Service Level Terms.

Unsupported Inherited Devices	means Inherited Devices which have been accepted into the inventory on the Portal but are not eligible for the Managed Services.
Waste Compensation Services	means a programme managed by a Third Party Provider (in which Rental Equipment is automatically enrolled), which recycles electronic waste from end of life phones by a certified processor. The volume of phones recycled under the Waste Compensation Services shall be equal to the volume of Customer Rental Equipment in the preceding quarter. For the avoidance of doubt, batteries are not included in the Waste Compensation Services.
Working Hours	means the hours between 0800 and 1800 on a Working Day, or as otherwise stated in the SLOs.

Part A Extra Service Terms – Apple Device Enrolment Facilitation Services

1. Structure

- 1.1 These Extra Service Terms prevail in the event of conflict with the Device Lifecycle Management Service Terms, only with regard to the Apple Device Enrolment Facilitation Services ("Apple Device Enrolment").

2. Conditions of use

- 2.1 Customer authorises Vodafone and Vodafone's Third Party Providers to submit Required Information to Apple and act on Customer's behalf for the limited purpose of implementation and management of enrolment of Customer's Authorised Devices (including replacement devices issued to Customer following Customer's return of a faulty Enrolled Device) in, or removal of these from, Apple Device Enrolment via the Apple Business Manager Portal (web-based portal provided by Apple). Vodafone is not responsible for the activation of the request on Apple Device Enrolment servers.
- 2.2 Customer acknowledges that Apple Device Enrolment is provided and controlled by Apple. To use Apple Device Enrolment, Customer must agree to, and comply with, the Apple Device Enrolment Program Agreement as updated from time to time. If Customer is not satisfied with the quality or performance of the Apple Device Enrolment, Customer should raise this with Apple directly.
- 2.3 Apple Device Enrolment does not include: (a) administering servers, uploading MDM service provision settings, or assigning Equipment to MDM servers within Customer's account; or (b) the administration of Customer's Apple Business Manager Portal.
- 2.4 To be eligible for Apple Device Enrolment, the Authorised Devices must: (a) be Apple branded; and (b) comply with any other requirements as determined by Apple.

3. Customer's obligations

- 3.1 Customer must promptly notify Vodafone of any changes to the Required Information, including the transfer or removal of any Enrolled Device(s).
- 3.2 Customer is responsible for ensuring that the Authorised Device has been successfully registered into Apple Business Manager Portal and any relevant MDM before distribution to any Authorised User.
- 3.3 Customer must have a compatible MDM service in order to utilise the features of Apple Device Enrolment. MDM service, including the provision, implementation, management or maintenance, of any such MDM service, is not provided by Vodafone under these Service Terms.
- 3.4 Customer acknowledges and agrees that it needs an organisation ID from Apple before Apple Device Enrolment can be provided.
- 3.5 Customer represents and warrants that Customer has or will obtain all necessary rights and consents from Customer's Users to implement Apple Device Enrolment and issue Authorised Devices.

4. Removal of Enrolled Devices

- 4.1 Customer agrees to remove Enrolled Devices from MDM management in the Apple Business Manager Portal before transferring them to a non-authorised user.
- 4.2 Apple may require a consent form to be signed by Customer before removing the Enrolled Device from Apple Device Enrolment.
- 4.3 Customer warrants that the Equipment being unenrolled is an Authorised Device and accept liability for any claim arising from loss of data resulting from the removal of the Enrolled Device from Apple Device Enrolment.
- 4.4 Customer must ensure that Authorised Devices are deleted from the MDM management in the Apple Business Manager Portal before returning the device to Vodafone for any reason or such Authorised Devices will be categorised as Grade E (as more particularly described in the Commercial Terms) and Customer will be responsible for a Beyond Economic Repair Charge in respect of such Authorised Devices.

5. Limitations

- 5.1 Customer hereby indemnifies and holds Vodafone harmless from any and all claims losses, liabilities, damages, expenses, and costs incurred by Vodafone and relating to any of the following: (a) Customer's use of Apple Device Enrolment; and/or (b) any claims, including but not limited to, any User claim, Apple claim, or third party claim, about Customer's acts/omissions or use/deployment/management of Authorised Devices.

6. Termination

- 6.1 Customer or Vodafone may terminate Apple Device Enrolment on 30 days' written notice. If either Customer or Vodafone breaches these Extra Service Terms, Apple Device Enrolment will terminate with immediate effect.
- 6.2 If Apple Device Enrolment is terminated, Customer may: (a) continue to use the Apple Business Manager Portal on existing Enrolled Devices although Vodafone will no longer provide any services outlined in these Extra Service Terms; or (b) cease to use the Apple Business Manager Portal and must remove Customer's Enrolled Devices from it.

7. Definitions

- 7.1 The additional defined terms in these Extra Service Terms have the following meanings:
- (a) **"Apple"** means Apple Inc.
- (b) **"Authorised Device(s)"** Apple-branded products with an IMEI number that are:

- (i) owned by Customer and supplied by Vodafone; or
- (ii) rented by Customer from Vodafone,

in each case pursuant to the Device Lifecycle Management Service Terms, which have been designated for use by Users only, and that are eligible for enrolment via Apple Device Enrolment, as determined by Apple.

- (c) **“Enrolled Device(s)”** means an Authorised Device that has been successfully enrolled in Apple Device Enrolment.
- (d) **“Required Information”** means the information required for Apple Device Enrolment of an Authorised Device or removal of an Enrolled Device on Apple Business Manager Portal.

Part B Extra Service Terms – Samsung KME Services

1. Structure

- 1.1 These Extra Service Terms prevail in the event of conflict with the Device Lifecycle Management Service Terms, only with regard to the Samsung KME Optional Service Element (the “KME Service”).

2. Conditions of Use

- 2.1 Customer acknowledges that the KME Service is provided and controlled by Samsung and in addition to these Extra Service Terms, Customer must agree to any applicable online Samsung KME Terms and Conditions.
- 2.2 Vodafone's obligations in relation to the KME Service are limited to uploading and linking the applicable International Mobile Equipment Identity serial number (“IMEI”) to Customer's Samsung KME Portal Account via the Samsung KME Portal.
- 2.3 Customer acknowledges and agrees that:
- (a) Vodafone does not have access to and cannot manage and/or support the Samsung KME Portal and/or Samsung KME Console; and
 - (b) Customer must contact Samsung directly for any registration or set-up support as well as in-life support in relation to the KME Portal and/or Console.
- 2.4 Customer agrees that support for any queries or faults in relation to device EMM/MDM assignment or management will be dealt with between the EMM/MDM supplier and Customer directly.
- 2.5 To be eligible for KME Service, the Authorised Devices must: (a) be Samsung branded; (b) be running Samsung Knox 2.4 or above; and (c) comply with any other requirements as determined by Samsung.

3. Customer's obligations

- 3.1 Customer must:
- (a) register for a Samsung Knox Portal Account and a Samsung KME Console Account;
 - (b) ensure that Customer meets the Samsung KME minimum requirements;
 - (c) provide Vodafone with an accurate KME Customer ID provided to Customer by Samsung during online registration. Failure to provide an accurate KME Customer ID to Vodafone will result in a delay for both forward and reverse logistic device shipments;
 - (d) inform Vodafone of applicable IMEIs; and
 - (e) provide any other information required by Vodafone to fulfil its obligations in relation to the KME Service.

4. Device Return/Repairs

- 4.1 Customer must ensure that the Authorised Device is deleted from the KME Service within the KME Console, before returning the device to Vodafone for any reason or such Authorised Devices will be categorised as Grade E (as more particularly described in the Commercial Terms) and Customer will be responsible for a Beyond Economic Repair Charge in respect of such Authorised Devices.

5. Limitations

- 5.1 Customer hereby indemnifies and holds Vodafone harmless from any and all claims losses, liabilities, damages, expenses, and costs incurred by Vodafone and relating to any of the following: (a) Customer's use of KME Services; and/or (b) any claims, including but not limited to, any User claim, Samsung claim or third party claim, about Customer's acts/omissions or use/deployment/management of Authorised Devices.

6. Definitions

- 6.1 The additional defined terms in these Extra Service Terms have the following meanings:
- (a) **“Authorised Device(s)”** Samsung-branded products with an IMEI number that are (i) owned by Customer, or (ii) rented by Customer from Vodafone pursuant to the Device Lifecycle Management Service Terms, which have been designated for use by Users only, and that are eligible for enrolment via Samsung KME, as determined by Samsung.
 - (b) **“Samsung”** means Samsung Electronics Co., Ltd
 - (c) **“Samsung Knox Portal Account”** means the online registration requirements available <https://www2.samsungknox.com/en/user/register>.
 - (d) **“Samsung KME Console”** means the console used by Customer for the configuration, deployment, management, and maintenance of their Authorised Samsung Devices.
 - (e) **“Samsung KME Portal”** means the Samsung Knox portal made available by Samsung to enable Customer to manage the KME Service.
 - (f) **“Samsung KME Terms and Conditions”** means the Samsung Knox Enrolment Program Agreement (<https://eu-kme.samsungknox.com/itadmin/en/#/termsAndConditions>), Samsung Knox Web Portal Terms of Use (<https://www.samsungknox.com/en/terms-use>) and Samsung Knox Privacy Policy (<https://www2.samsungknox.com/en/privacy-policy>) as updated from time to time.

Part C Extra Service Terms – Google Zero-touch Enrolment Services

1. Structure

- 1.1 These Extra Service Terms prevail in the event of conflict with the Device Lifecycle Management Service Terms, only with regard to the Google Zero-touch Enrolment Optional Service Element (the "Zero-touch Service").

2. Conditions of Use

- 2.1 Customer acknowledges the Zero-touch Service is provided and controlled by Google and in addition to these Extra Service Terms, Customer must agree to any applicable online Google Zero-touch Terms and Conditions.
- 2.2 Vodafone's obligations in relation to the Zero-touch Service are limited to uploading and linking the Authorised Devices to Customer's Zero-touch account via the Zero-touch system.
- 2.3 Vodafone does not have access to and cannot manage and/or support the Zero-touch Services. Customer accepts that Customer must contact Google directly for any registration or set-up support as well as in-life support in relation to the Zero-touch Services.

3. Customer's obligations

3.1 Customer must:

- (a) ensure the accuracy of all data entered into the Zero-touch system using Customer's customer accounts;
- (b) comply with Google's Android Enterprise Data Processing and Security Terms (<https://www.android.com/enterprise/dataprotection/terms/>); and
- (c) provide any other information required by Vodafone from time to time.

4. Device Return/Repairs

- 4.1 When returning Authorised Devices to Vodafone for any reason, Customer has no responsibility to deregister from the Zero-touch Services, which will be carried out upon return of the Authorised Devices.

5. Limitations

- 5.1 Customer hereby indemnifies and holds Vodafone harmless from any and all claims losses, liabilities, damages, expenses and costs incurred by Vodafone and arising from or related to any of the following: (a) Customer's use of Zero-touch Services; and/or (b) any claims, including but not limited to, any User claim, Google claim or third party claim, about Customer's acts/omissions or use/deployment/ management of Authorised Devices.

6. Definitions

- 6.1 The additional defined terms in these Extra Service Terms have the following meanings:

- (a) **"Authorised Device(s)"** any eligible Android products with an IMEI number that are (i) owned by Customer, or (ii) rented by Customer from Vodafone pursuant to the Device Lifecycle Management Service Terms, which have been designated for use by Users only, and that are eligible for enrolment via the Zero-touch Service, as determined by Google.
- (b) **"Google"** means Google LLC.
- (c) **"Google Zero-touch Terms and Conditions"** means Google's terms and conditions that apply to Customer's use of the Zero-touch Service (as updated from time to time), available at: <https://www.android.com/enterprise/enrollment/terms/>.