



GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICELIST

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SCHEDULE 70: GENERAL PURPOSE COMMERCIAL INFORMATION
TECHNOLOGY EQUIPMENT, SOFTWARE AND SERVICES

SPECIAL ITEM NOs. 132-53 WIRELESS SERVICES & 70-500 ORDER-LEVEL MATERIALS (OLMs)
FSC/PSC CLASS D304 - CELLULAR/PCS VOICE & D399 IT AND TELECOM - OTHER IT AND TELECOMMUNICATIONS

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Website: http://enterprise.vodafone.com/USG
Contract Number: GS-35F-0389Y
Period Covered by Contract: May 9, 2017 through May 8, 2022
Contract Administrator: Christian Koesling, Global Account Manager
Business Size: Other than small

Pricelist current through Modification PS-0023 effective October 16, 2019

enterprise.vodafone.com/USG



Vodafone – A worldwide leader

Vodafone Global Enterprise is oriented around you to make sure you experience distinctive benefits from working with us. Whether it's the consistency that our global footprint makes possible or the intimacy of the single point of contact account and service relationships, Global Enterprise is ready to work with you on the way forward.



Global reach for GSA

Vodafone is the world's leading mobile telecommunications company, with a significant presence in Europe, the Middle East, Africa, Asia Pacific and the United States. Elsewhere we provide services through our partners and affiliates, because we believe global reach means your global reach.

For our enterprise and government customers this means we are close to you, wherever you operate. It means your organization's critical communications are supported everywhere you have employees and customers.

GSA Keeping ahead of the game

Businesses and governments are embracing mobile technology to streamline processes, being more agile and responsive to consumer needs and engaging customers through innovative, real-time experiences. Employees are embracing new ways of working, new ways of communicating and new devices that blur the personal and work boundaries. This presents both great opportunity and challenges. Vodafone is constantly innovating to help you transform the way you work – to help you with the challenges of technology convergence and applying relevant mobility innovation for future business growth.

One dedicated worldwide team for GSA

We recognise how much easier it is to get things done with your suppliers and partners if you know who to talk to and if that team understands your business. Your Vodafone Global team is focused exclusively on the needs of the US Government. Your leadership contacts within this team are responsible for your total satisfaction and act as a central point of contact into Vodafone worldwide.

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A. CUSTOMER INFORMATION

1a. Table of Awarded Special Item Number with appropriate cross-reference to item descriptions and awarded price(s):

Special Item Number	Special Item Description	Item Descriptions Page	Awarded Pricing Page
132-53/RC/STLOC	Wireless Services	32-51	32-51
70-500/RC/STLOC	Order-Level Materials (OLMs)	Defined at Order Level	Defined at Order Level

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply: Please see pages 32-51

1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate "Not applicable" for this item: N/A

2. Maximum Order: SIN 132-53: \$500,000.00 SIN 70-500: \$100,000.00

3. Minimum Order: \$100.00

4. Geographic Coverage: Worldwide (Roaming)

5. Point of production: N/A

6. Discount from list prices or statement of net price: Prices Shown Herein are Net (discount deducted).

7. Quantity discounts: None

8. Prompt payment terms: NET 30 days from the date of invoice. Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

9a. Government purchase cards are accepted at or below the micro-purchase threshold.

9b. Government purchase cards are not accepted above the micro-purchase threshold.

10. Foreign items: None

11a. Time of Delivery: Depends on Task Order.

11b. Expedited Delivery: Contact Contractor. Vodafone shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by Vodafone in writing.) If Vodafone offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

11c. Overnight and 2-day delivery: Contact Contractor.

11d. Urgent Requirements: Please note the Urgent Requirements clause of this contract and contact contractor.

12. F.O.B Points: Destination

13a. Ordering Address:

Vodafone House
The Connection
Newbury, Berkshire
RG14 2FN
United Kingdom

13b. Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.

14. Payment address: Same as #13a.

15. Warranty Provisions: Vodafone does not manufacture equipment and will provide the manufacturers consumer warranty on a pass-through basis. Please contact customer service to first try to troubleshoot the problem. If it is determined that the problem is in the hardware, a warranty repair must take place. All manufacturers' warranty information is shipped with each phone at the time of purchase.

16. Export Packing Charges: N/A

17. Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level). Government purchase cards **are not accepted** above the micro-purchase threshold.

18. Terms and conditions of rental, maintenance, and repair: N/A

19. Terms and conditions of installation: N/A

20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices: N/A

20a. Terms and conditions for any other services: N/A

21. List of service and distribution points: N/A

22. List of participating dealers: None

23. Preventive maintenance: N/A

24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants): N/A

24b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor's website or other location.) The EIT standards can be found at: www.Section508.gov

Vodafone is committed to providing wireless services that are accessible to all people, including individuals with disabilities. Our equipment that facilitates electronic office equipment accessibility for handicapped individuals is identified in our commercial literature.

Vodafone will work with ordering agencies to assist in identifying their specific Section 508 requirements.

Vodafone does not manufacture these products. We continue to work with our vendors and suppliers to encourage them to develop and offer solutions that will enable Vodafone's products and services to be more accessible to all. Vodafone will work with ordering agencies to assist in identifying their specific 508 requirements

25. Data Universal Number System (DUNS) number: 569517493

26. Vodafone Global Enterprise LTD is registered in the System for Award Management (SAM) database.

B. Terms and Conditions Applicable to Wireless Services (Special Item Number 132-53/RC/STLOC)

B1. GENERAL TERMS AND CONDITIONS

Note: Commercially-available products under this solicitation may be covered by the Energy Star or Electronic Product Environmental Assessment Tool (EPEAT) programs. For applicable products, offerors are encouraged to offer Energy Star-qualified products and EPEAT-registered products, at the Bronze level or higher. If offerors opt to offer Energy Star or Electronic Product Environmental Assessment Tool (EPEAT) products then they shall identify by model which products offered are Energy Star-qualified and EPEAT-registered, broken out by registration level of bronze, silver, or gold. Visit the Green Procurement Compilation, sftool.gov/greenprocurement for a complete list of products covered by these programs

1. Scope

- a. The prices, terms and conditions stated under Special Item Number (SIN) 132-53 apply exclusively to wireless mobility solutions (all subSIN categories) within the scope of this Information Technology Schedule (IT 70).
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. Wireless/Mobility Capacity & Coverage

The Ordering Activity shall specify the capacity and coverage required as part of the initial requirement.

Note: Telecommunications Network Service is one of several services excluded from the World Trade Organization Government Procurement Agreement and the other Free Trade Agreement executed by the United States Government. See FAR 25.401(b). The wireless service offered under this contract has been determined by the GSA Schedule Contracting Officer to be CONUS and OCONUS in origin. See FAR 25.402(a)(2).

3. Contractor Responsibilities - policies/laws/ordinances - State/City/Federal/etc.

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end-product of a task order is software, apps, or other end-products, and use-data, then FAR 52.227-14 (Dec 2007) Rights in Data - General, may apply.

4. Delivery Schedule

The Ordering Activity shall specify the delivery schedule as part of the initial requirement. The Delivery Schedule options are found in Information for Ordering Activities Applicable to All Special Item Numbers, paragraph 6, Delivery Schedule.

5. Order

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering electronic services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all electronic services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation - May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

6. Interoperability

When an Ordering Activity requires interoperability, this requirement shall be included as part of the initial requirement. Interfaces may be identified as interoperable on the basis of participation in a sponsored program acceptable to the Ordering Activity. Any such access or interoperability with teleports/gateways and provisioning of enterprise service access will be defined in the individual requirement.

7. Acceptance Testing

The Contractor shall provide acceptance test plans and procedures for ordering activity approval. The Contractor shall perform acceptance testing of the systems for ordering activity approval in accordance with the approved test procedures.

8. Equipment

The Contractor shall make available cellular voice and data Service Enabling Devices. The devices offered shall be compatible with the cellular access standards employed within the geographical scope of contract. The Contractor shall provide programming of any cellular telephone device, including Contractor-provided and ordering activity-furnished devices, that conforms to the cellular service furnished by the Contractor.

9. Warranty - Commercial

The Contractor shall provide a warranty covering each Contractor-provided device. The minimum duration of the warranty shall be the duration of the manufacturer's commercial warranty for the item listed below:

Vodafone does not manufacture equipment and will provide the manufacturers consumer warranty on a pass-through basis. Please contact customer service to first try to troubleshoot the problem. If it is determined that the problem is in the hardware, a warranty repair must take place. All manufacturers' warranty information is shipped with each phone at the time of purchase. The warranty shall commence upon the later of the following:

- a. Activation of the user's service
- b. Installation/delivery of the equipment. The Contractor, by repair or replacement of the defective item, shall complete all warranty services within five working days of notification of the defect. Warranty service shall be deemed complete when the user has possession of the repaired or replaced item. If the Contractor renders warranty service by replacement, the user shall return the defective item(s) to the Contractor as soon as possible but not later than ten (10) working days after notification.

10. Management & Operations - Pricing

The Contractor shall provide normal commercial installation, operation, maintenance, and engineering interface training on the system.

11. Monthly Reports

In accordance with commercial practices, the Contractor may furnish the ordering activity/user with a monthly/quarterly summary ordering activity report.

Enhanced Reporting Requirement for services under subcategory ONE (1) – WIRELESS CARRIER SERVICES - The Agency Billing Summary Report (ABSR) data reporting requirement will be achieved via a bilateral modification.

The Enhanced Reporting requirement described herein is specific to the Wireless SIN and is in addition to and not in lieu of the 72A or TDR reporting procedures. The revised SIN 132-53 requires the following mandatory reporting requirements in order for GSA to maintain OMB's "Best-in-Class" (BIC) designation in Federal contracts for Wireless Services. The BIC designation was achieved for the FSSI Program, in large part, due to the ability to gather and improve the Agency Summary Billing Report (ASBR) data reporting from FSSI Wireless (FSSIW) contractors. Cooperation with the major carriers over the past three years has enabled GSA to improve the timeliness and quality of reporting, but also reduce burden to industry by automating various processes. Vendors providing ABSR reporting for Wireless Carrier Services will be required to submit reporting in accordance with the following data elements. As practiced through the current FSSIW program, vendors will submit their ABSR reports through the existing GSA TSC Reporting Portal (<https://tscportal.fas.gsa.gov/#/login>).

- Account Name
- Account Number
- CLIN
- Item Description
- Quantity of Units
- Unit Price
- Billed Monthly Recurring Charge
- Prorated MRC (Y/N)
- Usage Non Recurring Charge (NRC)
- Non-Usage NRC
- Adjustments/Credits
- Taxes/Surcharges
- Agency Fee

- Subtotal
- Account Total
- Post Billing Charge (\$)
- Task Order > \$150k (Y/N)
- Comments

All vendors will be expected to report their Total Invoice Amounts for each Fiscal Year Quarter. Furthermore, vendors shall report sales results specifying the subcategory or the sub-categories of Wireless Carrier Services, Telecom Expense Management, Enterprise Mobility Management, Mobility Identity Management, Mobile Threat Protection, and Mobility-as-a-Service. Vendors will need to report the estimated number of units sold in conjunction with their Total Invoiced Amount. The following table summarizes the reporting requirements required by the program for each mobile services sub-category.

Mobile Services Category	System	Data Element #1	Data Element #2	Measurement for Data Element #2
Wireless Carrier Services	FAS Sales Reporting Portal	Total \$ Amount Invoiced	Total Estimated Units under Invoice	# Service Lines, mobile devices
	Carrier Billing System and Direct to Agency	Monthly ABSR Reporting Rules through Mobility RFQ Generator and F55I-Wireless BPAs extending through 5/13/2023.		
Other Mobility End-Point Infrastructure	FAS Sales Reporting Portal	Total \$ Amount Invoiced	Units Under Management	# Units of equipment or devices
Telecom Expense Management	FAS Sales Reporting Portal	Total \$ Amount Invoiced	Units Under Management	# Devices, licenses, other mobile assets in inventory
Enterprise Mobility Management	FAS Sales Reporting Portal	Total \$ Amount Invoiced	Estimated Units Being Invoiced	# Licenses
Mobility Identity Management	FAS Sales Reporting Portal	Total \$ Amount Invoiced	Estimated Units/Licenses Covered Under Invoice	# Licences or instances to be installed
Mobile Threat Protection	FAS Sales Reporting Portal	Total \$ Amount Invoiced	Estimated Units/Licenses Covered Under Invoice	# Licences or instances to be installed
Mobility-as-a-Service	FAS Sales Reporting Portal	Total \$ Amount Invoiced	Estimated Units Covered Under Invoice	# of Devices
Internet of Things	FAS Sales Reporting Portal	Total \$ Amount Invoiced		
Mobile Back-end as a Service	FAS Sales Reporting Portal	Total \$ Amount Invoiced		
Mobile Application Vetting	FAS Sales Reporting Portal	Total \$ Amount Invoiced		
Other/Mobile Services	FAS Sales Reporting Portal	Total \$ Amount Invoiced		

12. Wireless Service Plans

- a. Describe the wireless service plan and eligibility requirements. Including, but not limited to, service area, monthly service charge, minutes included, etc. - Please see descriptions listed in catalog.
- b. Describe charges, if any, for additional minutes, domestic wireless long distance, roaming, nights and weekends, etc. - Please see descriptions listed in catalog.
- c. Describe corporate volume discounts and eligibility requirements, if any. - Please see descriptions listed in catalog.

13. Trade Agreement Act

Although contracts awarded under this solicitation are subject to the Trade Agreements Act, the contracting officer has determined that Wireless Service under SIN 132-53 is not covered by the World Trade Organization Government Procurement Agreement (WTO GPA) or any of the other Free Trade Agreement (FTA). See FAR 25.401 (b)(2).

14. Letter of Commitment

(Only applicable if offeror is other than the manufacturer/supplier and adding a new manufacturer - See I-FSS-644 Dealers and Suppliers) End User License Agreements (EULAs)/Terms of Service (TOS) Agreements (only if applicable) The Contractor shall provide all CSAs to include EULAs or Terms of Service ToS in an editable Microsoft Office (Word) format

15. Performance Incentives

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

16. Performance of Services

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT/Identity Access Management Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel.

17. SOFTWARE TERMS**A. Restrictions on Use:** Customer shall:

- (1) not (and shall not authorize or allow any third party including any User to): (i) copy or use the Software or any part, unless expressly authorized by this Agreement, (ii) use the Software on unauthorized equipment or products, (iii) modify the Software or create derivative works based upon the Software or reverse engineer or decompile, decrypt, disassemble or otherwise reduce the Software to human-readable form, unless and only to the extent any foregoing restriction is prohibited by applicable law, (iv) use or allow the Software to be used to perform services for third parties, (v) release, publish, and/or otherwise make available to any third party the results of any performance or functional evaluation of the Software, or (vii) alter or remove any proprietary notices or legends contained on or in the Software; and
- (2) make sure that Users also comply with the obligations set out in this clause.
- (3) **Authorized Users:** Where Vodafone designates that access to a Service shall be provided only to specific users ("Authorized Users"), an Authorized User shall be provided with a user name and password by Vodafone. The Customer shall make sure that such details are kept secure, and used only in accordance with this Agreement. Vodafone accepts no liability for any unauthorized or improper use of any password, or for any unauthorized disclosure of user names and passwords to third parties. The Customer shall be liable for all acts and omissions conducted using the username and password up until the time that it informs Vodafone that such details are being used without authority.
- (4) **Right to disable:** Vodafone may disable the Software and disable any accounts provisioned upon the expiration or termination of that Task Order or Delivery Order.
- (5) **Post termination obligations:** Upon termination of the right to use the Software for any reason, the Customer agrees to destroy all copies, including partial copies, of the Software and any related documentation and to certify that the Software is purged from all Equipment, devices, computer memories and storage devices within the Customer's control. "Content" in this case means digitally stored and transmitted material, including text, pictures, images, audio, video, games, graphics, software or services incorporating any of these things;

B. Infringement Claims:

- a) Vodafone agrees to indemnify the Customer for all direct losses (including reasonably incurred legal and other professional costs and expenses) payable to a third party arising out of any proven infringement of any third party Intellectual Property Rights solely as a direct result of the use by the Customer of the Services as permitted under this Agreement (a "Relevant Claim").
- b) In the event of a claim relating to the Software or any patent or other claim brought under this Contract, Customer undertakes to:
 - (1) promptly, taking into account any set deadlines, notify any relevant claim to Vodafone, giving written details of such claim;
 - (2) not admit liability, take any action which may prejudice the defence of any relevant claim or make any agreement or settlement in relation to the claim (unless required by law or a court order) without the prior written consent of Vodafone;
 - (3) give Vodafone all reasonable assistance at the Customer's own cost to enable Vodafone to contest or defend the claim;

- (4) mitigate its losses following a relevant claim; and
- (5) give Vodafone sole conduct of the defence of the relevant claim.

c) Vodafone has no liability in relation to any such third party claim and Customer is responsible for amounts payable to the third party attributable to: (i) the use of materials provided by Customer in connection with the Services; (ii) Vodafone's compliance with instructions for design requirements/instructions given by Customer to Vodafone; (iii) the combination of the Services with products or services not provided by or authorised by Vodafone; (iv) Customer's failure to follow Vodafone's instructions in relation to the Services; (v) unauthorised Customer modifications to the Services or Equipment; (vi) Customer's failure to adopt modifications made by Vodafone to the Services to avoid potential infringement of the third party's Intellectual Property Rights; or (vii) Customer's breach of the indemnity process for third party claims or any other breach of the Services Agreement or any standard form end user licence agreement (including shrink wrap or click-through software licences or open source licences provided with any Services or Equipment).

This indemnity shall be the Customer's sole remedy in relation to any claim covered by the indemnity.

d) Miscellaneous Intellectual Property Provisions:

a.) Ownership: Vodafone and Customer each retain ownership of their own Intellectual Property Rights

b) Licence: Vodafone and Customer each respectively grant, or will procure the grant to the other of a licence to use the Intellectual Property Rights owned by it or (in the case of Vodafone) its Group Companies and which the other needs for the purpose of the Services, including any Intellectual Property Rights in Software

c) Licence terms: Each licence is granted on the basis that (i) it is not transferable, not sub-licensable and non-exclusive; (ii) the party granted the licence shall not carry out copying, modification, reverse engineering, adaptation, translation, decompilation, disassembly or error correction, unless expressly permitted by applicable law; and (iii) each licence starts as necessary for the performance of the Services and ends when the applicable Services end

d) Third party licence: When Vodafone or Customer makes third party licences available to each other, they will (i) notify each other of the applicable licence terms; and (ii) comply with such terms

18. SUSPENSION OF SERVICES

A. Vodafone may suspend the Services (keeping the suspension to a minimum): (i) in order to comply with Applicable Law (including in relation to sanctions and export control); and (ii) during maintenance, modification, repair and testing of the Network when necessary to safeguard the functionality, security and integrity of the Network.

B. In addition Vodafone may suspend the Services:

- When Customer or User uses Services in violation of the conditions of use set out in the Agreement;
- On 14 days' notice of failure to pay undisputed amounts due which customer fails to rectify;
- On 30 days' written notice when there is any other material breach of the Agreement which is capable of rectification and which Customer fails to rectify; and
- When there is any other material breach of the Services Agreement which is not capable of rectification.

C. Vodafone may suspend individual Services (in whole or in part, as opposed to the whole of the Services) on the same basis as set out above, except as specifically prohibited in the Service or Commercial Terms, without suspending all of the Services.

D. Fraud and Illegal Usage: Vodafone can without notice to the Customer (and where allowed by Applicable Law) suspend or restrict the use of any of the Services (other than emergency services) by the Customer and/or any User(s) and take any other necessary steps to avoid repetition if:

- (1) Vodafone believes that any number, SIM, Equipment or Services are being used in an illegal or fraudulent way (including under this clause); or where Vodafone identifies what it reasonably determines to be Unallowed Traffic. For this purpose “Unallowed Traffic” means a flow of calls for any particular Service which Vodafone believes is: (i) disproportionate to the flow or volume of calls which Vodafone expects from good faith practice and usage of the Network; or (ii) disproportionate to Customer’s previous call profiles (in any given month) with Vodafone;

E. Excessive Usage: If Customer’s excessive usage damages or risks damaging Vodafone’s Network or impairs or risks impairing the performance of Vodafone’s Network, Vodafone reserves the right to limit the download speed of / or suspend Customer’s mobile broadband service. If Customer’s mobile broadband service is limited or suspended Vodafone and Customer shall discuss and implement appropriate controls on User’s usage (taking into account the circumstances) before Vodafone is obliged to reconnect the mobile broadband service.

19. DATA PROTECTION TERMS

When Vodafone is a Data Controller

A. Processing of data

(1) Vodafone may Process User Personal Data for the following purposes: (i) account relationship management; (ii) sending bills; (iii) order fulfillment / delivery; or (iv) customer service.

(2) Vodafone may Process Traffic Data for the following purposes: (i) delivering User communications; (ii) calculating Charges pertaining to the User; (iii) identifying threats to the Network/Services and protecting against the same; (iv) understanding communication flow through the network/services in order to inform network and service development and roll-out plans; or (v) internal use for development and improvement of Network/Services. Such Processing will not include providing Traffic Data to third parties or making it publicly available.

B. Disclosure of data

- (1) Vodafone may disclose User Personal Data and/or Traffic Data: (i) if required by Applicable Law, court order or Privacy Authority or any other statutory body or agency; or (ii) to Vodafone Group Companies or third parties lawfully sub-processing for Vodafone to deliver the Services.

Definitions and Interpretation for above Data Protection Terms.

a. Applicable Privacy Law means the relevant local data protection and privacy law to which the Controller is subject;

b. Authorised Person means any director, officer, employee, sub-contractor or adviser of a Party or of any company within such Party’s group being either the Vodafone Group or Customer.

c. Data Controller means the person that determines the purposes and means for which data is Processed;

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

e. Privacy Authority means the relevant statutory or supervisory authority with responsibility for the Applicable Privacy Law in the jurisdiction of the Data Controller.

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

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

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

Interpretation

Any reference to “Vodafone may” in these Data Protection Terms is deemed to constitute: (i) a specific acknowledgement and authorisation on the part of Customer as required by Applicable Privacy law; and (ii) permission for Vodafone’s lawfully appointed sub-processors to do likewise (for whose acts and omissions

Vodafone remains responsible).

EQUIPMENT

(1) If title in equipment passes to the Customer

Title: If it is agreed that title in equipment will pass to the Customer then the timing of such passing of title shall be governed by the following rules:

- (a) when Vodafone dispatches the equipment from a country in which it is registered for VAT - on the earlier of: (i) payment in full; or (ii) dispatch;
- (b) when Vodafone dispatches the equipment from a country in which it is not registered for VAT but to a destination country in which it is registered for VAT - on Customer's receipt of the equipment in the destination country;
- (c) in all other scenarios - at a place and time to be determined by Vodafone (for example on the high seas);
- (d) pursuant to the above, title in the equipment shall pass to the Customer before reaching any country in which Vodafone is not registered for VAT or Corporation Tax;
- (e) "Vodafone" means the specific Vodafone Group Company that is passing title to the equipment.

Risk: Risk in the Equipment passes to Customer upon delivery.

Delivery or transit loss or damage: Vodafone shall deliver Equipment to the agreed delivery address. If the Equipment is damaged on delivery, Customer shall notify Vodafone as soon as possible and in any event within 5 Working Days of delivery and provide written details evidencing such damage. If Equipment is not delivered within 10 Working Days of the relevant delivery date, Customer shall notify Vodafone as soon as possible. On receipt of such notice, Vodafone shall, provided that there is no dispute as to delivery or damage, within a reasonable time send replacement Equipment free of delivery charge.

Equipment warranty: Vodafone shall pass on the benefit of any warranties that Vodafone obtains from the manufacturer of any Equipment supplied by Vodafone to Customer. For the avoidance of doubt, this does not operate as an assignment of any of Vodafone's rights or the appointment of Customer to act on behalf of Vodafone.

Import obligations: If Vodafone supplies Equipment to Customer from outside the country of delivery, Customer:

- will be the importer of record into the country of delivery and will carry out any obligations which may fall to the importer of record including, if applicable, the payment of any copyright levies and all other charges which are the responsibility of the importer of record.
- in those countries where regulations apply, will be responsible as producer for the proper recording, treatment and disposal of Equipment and compliance with the European Community Waste Electronic and Electrical Equipment Directives 2002/96/EC, 2012/19/EU and Directive 2006/66/EC on Batteries and Accumulators as implemented locally and any superseding Directives from time to time or any similar local legislation;
- will carry out all customs formalities and pay any import duties required to import the Equipment into the country of delivery; and

- confirms that the Equipment will be shipped to Customer DAP. "DAP" means "delivered at place" as defined by the International Chamber of Commerce's Incoterms 2010.

(2) **If Vodafone is retaining title of Equipment**

If Vodafone is retaining title of Equipment, Customer shall in relation to the Equipment:

- keep it at the relevant Customer Site in safe custody;
- use it in accordance with Applicable Law and Vodafone's instructions and only for the purpose of using the Services;
- use only compatible equipment that is in good working order in conjunction with it;
- only connect it to the Network using a Vodafone approved network termination point;
- allow only Vodafone's authorised representatives to add to, modify, or alter it;
- be responsible for, and notify Vodafone immediately of, loss or damage to it, save for reasonable wear and tear or loss or damaged caused by Vodafone or Vodafone's representatives;
- permit Vodafone to inspect or test the Equipment (either on Customer Site or remotely); and
- upon termination or expiry of the Service, allow Vodafone to access Customer Site, to uninstall, decommission and remove Equipment within 30 days of the date of such termination.

(3) **If Vodafone sources Equipment from a third party manufacturer or reseller,**

- Vodafone shall attempt to secure from it an indemnity against third party claims for infringement of Intellectual Property Rights in the Equipment. Vodafone's liability to Customer in respect of third party claims for infringement of Intellectual Property Rights in the Equipment cannot exceed the liability of the third party manufacturer or reseller to Vodafone.
- equipment software is licensed under and subject to the terms of (i) any standard form end user licence agreement, (including shrink wrap or click-through software licences) and any open source licence provided with the Equipment, and/or (ii) any relevant Service Terms.
- Customer: (i) may allow Users to use the Equipment and shall make sure that Users do so consistently with the terms of the Services Agreement; (ii) shall be responsible for a User's and any third party's use of the Equipment, including payment obligations, whether to Vodafone, Vodafone Group Companies, or to third parties (such as providers of content, goods or services); (iii) shall not resell, distribute, provide or sub-licence the Equipment to any third party except as expressly permitted by the Service Agreement.

21.ASSIGNMENT

- Vodafone may assign, or otherwise transfer any of its rights under this Agreement to any company within the Vodafone Group without the consent of the Customer.
- Vodafone may subcontract any of its obligations under the Agreement but shall be responsible to the Customer for the acts or omissions of its subcontractors.

22. FORCE MAJEURE AND LIABILITY

- A. Vodafone or Vodafone’s local operating company (as applicable) shall not be charged with damages when the delay in delivery or performance arises out of causes beyond the control and without the fault or negligence of Vodafone or Vodafone’s local operating company (as applicable). For the avoidance of doubt, neither liquidated nor any other type of damages shall be payable by any of the parties in the event of Force Majeure or any consequential loss.”
- B. Neither Vodafone, Vodafone’s local operating companies, Customer, nor Customer’s ordering activities may exclude liability which cannot be excluded by law.
- C. Neither Vodafone, Vodafone’s local operating companies, Customer, nor Customer’s ordering activities is liable under this Schedule contract for (i) any loss (whether direct or indirect) of profit, revenue, anticipated savings or goodwill; (ii) any loss of or corruption to data; or (iii) any indirect or consequential losses, regardless of whether they were contemplated by either of the Parties when the relevant Schedule contract was entered into or when the relevant order was placed under it. Customer retains responsibility for compliance with the regulatory regime in which it operates and Vodafone is not liable for any regulatory fines or penalties imposed on or third party claims made against Customer in this respect. Vodafone retains responsibility for compliance with the regulatory regime in which it operates and Customer is not liable for any regulatory fines or penalties imposed on or third party claims made against Vodafone in this respect. Neither Party excludes any liability which cannot be excluded by Applicable Law
- D. The maximum liability of each of Vodafone, Vodafone’s local operating companies, Customer, and Customer’s ordering activities and for all claims under this Contract shall be limited to the amounts paid or payable by the relevant Customer ordering activity to Vodafone in the preceding 12 month period.

23. TAX

- a. Withholding Tax:** The Charges shall be paid without withholding or deduction unless prohibited by any Applicable Law. If withholding tax is payable by Customer, Customer will, at the same time as making the payment, pay to Vodafone such additional amount as will result in the receipt by Vodafone of the full amount which would otherwise have been receivable had no withholding or deduction been payable and will supply to Vodafone evidence satisfactory to Vodafone that Customer has accounted to the relevant authority for the sum withheld or deducted. If Customer is obliged by Applicable Law to deduct withholding tax from any Charges, Customer shall assist Vodafone in making necessary filings in order to ensure the provisions of the relevant tax treaty apply to the payment.
- b. Value Added Tax:** The charges shall be exclusive of any applicable VAT and all duties, levies or any similar charges which shall be paid by the Customer. If VAT is chargeable in respect of any amount payable hereunder, the Customer shall, upon receipt of an appropriate tax invoice, pay to Vodafone the VAT chargeable in respect of that payment. The Customer agrees to provide its VAT registration number and such other further information as Vodafone may reasonably request in relation to any supply hereunder. 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.
- c. Permanent tax establishment:** Customer will notify Vodafone, in advance of Vodafone invoicing for Services, if Customer has established a branch or tax permanent establishment (either in the UK or elsewhere) which will be the recipient of Services

24. CURRENCY EXCHANGE RISK

If the currency rates of exchange, as reported in the quarterly U.S. Treasury Reporting Rates of Exchange compiled pursuant to Section 613 of Public Law 87-195 dated September 4, 1961 (22 USC 2363 (b)), have increased or decreased more than 10% from the rate reported on the date of award, all prospective offered prices will be adjusted and fixed to the rate current at the time of review. If a review results in an adjustment, the rate used at that time will be the base rate for future reviews. Reviews will be conducted no more than once every 4 months, and related contract modification will not exceed three times per 12-month contract year

<i>Base</i>		<i>-10%</i>	<i>10%</i>
<i>Currency</i>	<i>1 USD Equivalent*</i>	<i>Price Decrease</i>	<i>Price Increase</i>
<i>Euro</i>	<i>0.847</i>	<i>0.7623</i>	<i>0.9317</i>
<i>Pound</i>	<i>0.758</i>	<i>0.6822</i>	<i>0.8338</i>

**as of 7 Sep 2017*

25. GLOBAL PROGRAMME MANAGEMENT AND CENTRAL HELPDESK

As part of providing a managed mobility solution to Customer, Vodafone will provide Global Programme Management (GPM) and Contract Management. GPM is responsible for overseeing migration of all CTNs and implementation of services from VGEL, ensuring smooth transition and transformation, and resolving any differences or issues between the Customer and VGEL. Contract Management is responsible for completion of pricing, compliance, contract implementation and administration.

Vodafone will provide a centralized customer helpdesk providing service support for incident and order management. Billing will be managed by a central team providing customer invoices in compliance with Federal requirements and in preferred currency (USD). GSA customers will be able to monitor and manage spend reports through our Invoice Reporting Tool or online portal Vodafone Spend Analytics (VSA) – the latter providing a summary of spend reports.

Vodafone may also provide VIP support for urgent facilitation of requests and support.

26. PAYMENT

A. Invoice: Vodafone shall issue a monthly invoice to the Customer (or, where relevant, make available such invoice for download) or shall issue an invoice at such other times as are specified in commercial terms

B Paying the charges: Customer shall pay the Charges as set out in commercial terms within 30 days of the date on any invoice or such other period set out in commercial terms

C Invoice disputes: Customer may dispute an invoice or any part of it, only by: (i) notifying Vodafone within 21 days of the date of invoice; (ii) including details of why it disputes the invoice and how much it believes is payable, and in any event paying all undisputed amounts by the due date. Customer may only dispute amounts with reasonable cause and in good faith. Following resolution of an invoice dispute, Vodafone shall promptly issue a credit or Customer shall promptly make payment as appropriate.

D What Vodafone may do if Customer does not pay on time: When Customer does not pay the Charges by the due date, and has not raised a dispute in accordance with the above clause (Invoice Disputes), Vodafone is entitled, until paid in full, to: (i) charge interest on the unpaid amount at the applicable statutory rate; and (ii) withhold any sums currently owing to the Customer by Vodafone and offset such sums against the sums owing.

E Recovery Charge: Customer shall pay any agreed Recovery Charge

27. TERMINATION

A. **Ending the Services Agreement for convenience:** Either Party may end the Services Agreement on 3 months' written notice to the other provided that this notice may not be given if it will take effect before the end of the Initial Term of any Service.

B. **Ending the Services Agreement for cause:** Either Party may end the Services Agreement with immediate effect by written notice to the other Party if that other Party:

(1) becomes subject to sanctions and/or export control laws necessitating termination;

(2) commits a material breach of the Services Agreement which is capable of remedy and is not remedied within 30 days of written notice from the first Party;

(3) commits a material breach of the Services Agreement which is not capable of remedy; or

(4) 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 in the territory where it is located (if such termination is permitted by Applicable Law).

C. **Ending the Services Agreement for Force Majeure:** Either Party may end the Services Agreement with immediate effect by written notice to the other Party if either Party is the subject of a Force Majeure event for a continuous period exceeding 90 days.

D. **Termination of individual Services:** Either Party may terminate an entirety of a service (in whole or in part, as opposed to the whole Services Agreement) for the causes as set out in clause B and C without terminating the Services Agreement, except as specifically prohibited in any specific Service or Commercial Terms. Termination of any subscriptions is addressed in the relevant Service or Commercial Terms.

E. **Effect of termination:** On termination of the Services Agreement or an individual Service, Customer and its Users shall: (i) stop using the relevant Services; and (ii) return, or make available for collection, any equipment, documents, and information owned by Vodafone in accordance with Vodafone's reasonable instructions; and (iii) pay any applicable Recovery Charge.

28. MISCELLANEOUS

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

B. Each Party shall, in the context of the Services: (i) comply with all Applicable Law relating to export control and economic/financial sanctions in the European Union, the United States of America and other countries relevant to the dealings of the Parties; (ii) not knowingly do anything which may cause the other Party or members of its Group to breach this applicable law; (iii) provide such assistance, documentation and information to the other party as that Party may reasonably request, (iv) notify the other Party of loss of licence/authorisation or actual/potential investigations/breach in relation to this Applicable Law; (v) not carry out activities with restricted list individuals or entities; and (vi) not sub-contract or assign the benefit of the Services or re-export, re-sell or otherwise transfer any Services to restricted list individuals or entities.

C. Vodafone may vary the terms (including changing or introducing new charges or changing or withdrawing services) where required to comply with Applicable Law. Vodafone shall provide Customer notice of such change as is reasonably practicable.

D. For the avoidance of doubt the Parties acknowledge that Vodafone Global Enterprise Limited or its subsidiaries (identified by Vodafone) can act as a reseller of Network Services operated by a Local Market in the relevant Territory

E. Conflicts in an Agreement: If there is any conflict between the provisions of the Agreement, the following order of precedence applies (highest level of precedence first): Vodafone's commercial and pricing terms, Vodafone's terms as set out in this Schedule, other documents references in this Schedule, the Customer's Terms

F. Governing law: The Agreement and any Task Order or Delivery Order entered into under it and all disputes between the Parties are governed by, and construed in accordance with the laws of England and Wales

G. Jurisdiction: The Parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales. This does not prevent either Party from making an application to any court of competent jurisdiction to obtain an interim remedy (including any injunction) at law or in equity in relation to the dispute

28. DEFINITIONS

Additional Service Recipient means a Customer Group Company or Customer entity which will receive Services under the Services Agreement but which is not a direct party to the Services Agreement.

Applicable Law means law, regulation, binding code of practice, rule or requirement of any relevant government or governmental agency, professional or regulatory authority, each as relevant to (i) Vodafone in the provision of the Services and/or (ii) Customer in the receipt of the Services or the carrying out of its business.

Charges means the charges or fees set out in the Commercial Terms.

Confidential Information means confidential information: (i) concerning the business and affairs of a Party, a Vodafone Group Company or a Customer Group Company that a Party obtains or receives from the other Party; or (ii) which arises out of the performance of any Services.

Customer Group means Customer and any company in which 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 Services Agreement (and Customer Group Company/Customer Group Companies has a corresponding meaning).

Equipment means equipment (including any SIMs) supplied by or on behalf of Vodafone to Customer.

Force Majeure means any cause preventing a Party from performing any or all of its obligations which arises from or is attributable to acts, events, omissions or accidents beyond the control of the affected Party.

Group means either the Vodafone Group or Customer Group as applicable (and "Group Company/Group Companies" has a corresponding meaning).

Initial Term means the term of an individual Service as specified in the Commercial Terms.

Intellectual Property Rights means (i) rights in, and in relation to, any patents, registered designs, design rights, trade marks, trade and business names (including all goodwill associated with any trade marks or trade and business names), copyright, moral rights, databases, domain names, topography rights and utility models, and includes the benefit of all registrations of, 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 thereof) and wherever in the world enforceable; (ii) rights in the nature of unfair competition rights and rights to sue for passing off; and (iii) trade secrets, confidentiality and other proprietary rights, including rights to know how and other technical information.

Network means the communications network together with the equipment and premises that are connected to such network and which are used by Vodafone and/or a Vodafone Group Company.

NRA means the national regulatory authority for electronic communications or telecommunications services in the relevant country.

Order means the order form or purchase order agreed between the Parties to be used for ordering the Services or as otherwise defined in the Service Terms.

Party or Parties means the parties to the Services Agreement.

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

Service(s) means the services provided by Vodafone through the Services Agreement and which are specified in the Service/Commercial Terms.

User means an individual end user of the Services who must be a permanent or temporary employee or sub-contractor of Customer (unless otherwise specified in the Service Terms).

Vodafone Group means: (i) Vodafone Group Plc, Vodafone and any company in which Vodafone Group Plc owns (directly or indirectly) 15% or more of the issued share capital; and (ii) any partner market listed on the "Where we are" page at www.vodafone.com (and Vodafone Group Company/Vodafone Group Companies has a corresponding meaning).

Working Days means Monday to Friday inclusive, but excluding public holidays in the country where the Services are being provided.

B2. Specific Country Variations to the above section A: Information for Ordering Activities

Variation for Germany. At the end of section 13b (Ordering procedures) add

"Order of Services: The Customer shall place an order for Services in the format supplied by Vodafone which Vodafone shall accept, reject or respond to with a request for further information. Where any purchase order or other order document refers to the terms of use or the general terms and conditions (Allgemeine Geschäftsbedingungen der Vodafone GmbH) or the Framework Contract for Business Customers (Rahmenvertrag für Geschäftskunden), these shall be replaced and superseded by the terms of this in country contract in Germany."

Variation for Germany. At the end of 15 (Warranty provisions) add

"Warranties are restricted to 1 year beginning with delivery to Customer. Defective Equipment is swapped to the extent available in the Vodafone swap pool. If particular Equipment is not available in the swap pool, defective Equipment will be replaced with equivalent Equipment."

Variation for the UK. At the end of section 15 (warranty provisions) add **"For the avoidance of doubt, this does not operate as an assignment of any of Vodafone's rights or the appointment of the Customer to act on behalf of Vodafone. In addition, Vodafone will provide an additional UK Warranty Policy which is known as the 'Recovery Policy' and can be accessed from vodafone.co.uk/business-terms."**

B3. Specific Country Variations which amend the Vodafone terms

A. Variations for Germany

If the payment term varies from 30 day standard: In the Payment provision in clause 18B above it shall read "within **[30 days] [xx days]**" instead of "within 30 days"

In the Payment provision in clause 18C(i) above it shall read "Customer may dispute an invoice or any part of it, only by : (1) notifying Vodafone **within 8 weeks** of invoice receipt;"

Add a new clause 14E above as follows:

"Additional Restrictions on Exclusion and Limitation of Liability

The liability exclusions and limitations set out shall be further deemed restricted as follows:

Neither Party excludes or limits liability for (i) personal injury, health damages or death to the extent caused by negligent act or omission of the Party or any of its officers, employees, agents, representatives or contractors; (ii) gross negligence or intentional misconduct by such Party or any of its officers, employees, agents, representatives or contractors (iii) liability under the provisions of the German Product Liability Act (Produkthaftungsgesetz)

Nothing within clause 14C shall exclude liability for material obligations while the cap according to clause 14D continues to apply."

Replace clause 4.1 below with: **"Provision of Numbers:** Vodafone may allocate telephone numbers to the Customer."

Add a new clause 4.3 below:

"Vodafone does not apply any traffic management measures which have an impact on the quality of the Internet access services, on the privacy of Users and on the protection of their personal data.

Vodafone reserves the right to introduce traffic management measures to avoid bottle neck situations and for this purpose to optimize traffic.

The same applies for measures to safeguard the integrity and security of the Network and for measures required by Applicable Law, e.g. in disaster situations.

In case the customer has ordered add-on Services in addition to the Internet access services (e.g. voice-services), such add-on Services might be served with priority to fulfil service levels.

Any restrictions to the Internet access service resulting from usage of said add-on Services are included in the relevant Service descriptions of said add-on Services."

Add a new clause 4.4 below:

"Where the contractually agreed data-/inclusive volumes are exceeded, the data transmission speed will be reduced. Instant messaging services, e-mail or comparable usage will still work, but usage will be heavily slowed down with larger data sizes (e.g. video content, foto content, etc.). Downloading, browsing and the access to websites is slowed down heavily or might not work at all. Audio- and Video-streaming usage might not be available at all or might only be available with heavy limitations. Restrictions on app usage depend on the particular app's requirements

The maximum data throughput rates and information on how the available data volume, speed or other service levels effect Internet usage in everyday life is available on request."

Add a new Data Protection provision above as 11.C:

"The Customer herewith declares to Vodafone, that it has informed its employees and will inform future employees without delay, that Data, including Traffic Data, is released. In addition, the Customer herewith declares that the Works Council or any similar HR institution has been informed according to Applicable Law.

The Customer consents to the processing of its stock data at Vodafone for the purposes of counselling Customer, advertising Vodafone's services, market research and notification of call connection requests in accordance with section 95 II 1 of the TKG.

The Customer consents to the processing of its stock data at Vodafone for the purposes of counselling Customer, advertising Vodafone's services, market research and notification of call connection requests in accordance with section 95 II 1 of the TKG."

B4. Specific Terms and Conditions for Mobile and Data Connectivity Services

1. Network Services

Vodafone shall provide the Network Services and use all reasonable efforts to make the Network Services available to the Customer at all times. Due to the constraints of radio and electronic communications, the Network Services are not fault free or uninterrupted; nor can Vodafone guarantee compatibility with all handsets and devices or that communications will be completely secure. Information about the constraints of radio and electronic communications can be provided on request.

The provision of mobile connectivity services enables handsets and other devices to connect via the mobile Network including (unless otherwise set out) (i) voice calls; (ii) SMS; (iii) MMS and (iv) data, for all domestic, international and roaming ones (where expressly included). The Network operating standards available shall be GSM, GPRS, 3G and (only where expressly included) 4G.

Assumptions/Exclusions: Vodafone is not responsible for third party content, goods or services which Customer accesses/downloads/transmits through the use of the Services

2. Roaming

2.1 Vodafone shall use all reasonable efforts to obtain access for the Customer to compatible telecommunications networks when Customer's User is roaming outside of the territory covered by the Network. Vodafone shall not be responsible for the performance of such networks, and the Customer acknowledges that the quality, coverage, features, functions and services of such networks may be different to the Network.

2.2 The Customer hereby opts out of the monthly default data roaming spend cap and warning notifications as set out in the EU Roaming Regulation in relation to the Services. "EU Roaming Regulation" means EU Regulation 531/2012 on roaming on public mobile communications within the Union, as amended,

3. Conditions of Use

3.1 **Connection of SIMs:** The SIMs shall be delivered to the Customer connected to the Network or shall be connected at the request of the Customer.

3.2 **Use of SIMs:** SIMs are provided for the Customer's use of the Services. Vodafone retains ownership of SIMs but licences Customer and Users to use them (including any embedded software) for the purposes of the Services and with Customer's authorisation, on the basis that (i) Vodafone shall replace faulty SIMs; and (ii) Customer shall inform Vodafone as soon as reasonably practicable after Customer or user becomes aware that a SIM is lost, stolen or the subject of unauthorised use, until such time Customer remaining responsible for all usage charges

3.3 **Government obligations:** The Customer shall:

3.3.1 use all reasonable efforts to make sure that the SIMs are only used with the Customer's authorisation;

3.3.2 inform Vodafone as soon as reasonably practicable after the Customer becomes aware that a SIM is lost stolen or damaged;

3.3.3 if requested by Vodafone use all reasonable efforts to return SIMs to Vodafone after they have been disconnected from the Network.

3.3.4 not do anything that causes the Network to be impaired, or use the Services for the transmission of material that contains software viruses or any other disabling or damaging programs;

3.3.5 not use the Services, except where expressly approved by Vodafone in the Agreement: (i) to make a computer permanently available as a server; (ii) to set up connections where the caller receives payments from third parties, based on the call or the duration of the connection (e.g. connections to advertising hotlines); (iii) for commercial relaying of connections or interconnection services; (iv) for automated machine-to-machine data exchange; (v) use automated means to make calls, texts or send data (including via a GSM Gateway); or (vi) to include SIMs in (fixed) GSM adapters;

3.3.6 make sure Users use the Services consistently with the terms of the Agreement; shall be responsible for anyone Customer allows to, or enables to, use the Services, including payment obligations, whether to Vodafone or to third parties (such as providers of content, goods or services); and shall not resell, distribute, provide or sub-licence the Services to any third party;

3.3.7 not use the Services in any way that may reasonable be considered to be (i) contrary to the intended conditions of use; (ii) a nuisance, defamatory, offensive, abusive, or obscene or in violation of any person's rights; (iii) illegal; (iv) fraudulent; or (v) contrary to good faith commercial practice

3.3.8 provide, and make sure that its Users provide, all information and complete all documentation (including in relation to identification, legitimation and billing details) which is required by Vodafone, or a National Regulatory Authority (if applicable) for the purposes of the Services

3.3.9 as regards Sites:

- secure and keep in place or assist Vodafone to obtain (at Customer's cost) all relevant third party consents and approvals necessary to allow Vodafone or its subcontractors to access Sites (including via any property of which it forms part) for the purposes of providing, and preparing for the provision of, the Services and to install, operate, maintain and remove any equipment that is used in relation to the Services;
- prepare Sites in accordance with Vodafone's instructions;
- provide Vodafone with adequate electricity supply, earth connection, environment and space for the operation of the equipment at Sites;
- ensure that Sites are safe and represent a suitable working environment; and
- reimburse Vodafone for any reasonable costs incurred by Vodafone as a result of Customer's failure to meet its obligations under this this clause

3.3.10 promptly comply with all obligations owed by Customer as set out. If Customer does not comply with its obligations then Vodafone is entitled to (i) relief from its obligations for an appropriate period; and (ii) recover its increased costs from the Customer

3.4 Sites – Vodafone obligations: Vodafone shall: (i) comply with any reasonable Customer access and security procedures for Sites which are made known to it; and (ii) carry out installation and maintenance work during Working Hours (where such work does not involve any suspension of the Services), or carry out such works outside of Working Hours where Customer requests this or where Vodafone is unable to carry out such works during Working Hours for reasons outside of Vodafone's control (additional charges may apply in these circumstances).

3.5 Unauthorised use: The Customer shall be liable for all charges for a unit of airtime or data volume or fixed voice as a result of unauthorised use of a SIM, up to the time the Customer or User has notified Vodafone that such SIM is being used without authorisation. The regular charge for the use of a Service or Equipment as specified in the Standard Price List. ("Access Charge") shall continue to apply.

4. Numbers

4.1 Provision of Numbers: Vodafone may allocate telephone numbers to the Customer to access the Network. Vodafone shall be entitled to reallocate or change such numbers as a result of changes in Applicable Law or instructions from the National Regulatory Authority. In such event, Vodafone shall use all reasonable efforts to minimise any disruption to the Customer. Vodafone shall be entitled to withdraw any numbers that have been allocated to the Customer as a result of the failure by the Customer or User to comply with this Agreement.

4.2 Number Portability: Vodafone shall provide a facility for the transferring of mobile numbers in relation to subscriptions and fixed telephone numbers in accordance with standard industry practice. The Customer acknowledges that it has no proprietary rights in the telephone numbers allocated to the Customer.

5. Additional Service Recipient

5.1 a Customer affiliated entity (if previously approved by Vodafone) which is not a direct party to the Agreement, but which is named in the Agreement as a beneficiary of the Services ("Additional Service Recipient") is entitled to receive Services under the Agreement.

5.2 If Customer wishes to add further Additional Service Recipients, the Additional Service Recipients shall be listed in the Task or Delivery Order (or by written agreement between the Parties after the date of the Task or Delivery Order) and the Customer shall: (i) provide the Additional Service Recipient's full corporate details; (ii) inform the Additional Service Recipient of the Contractual arrangements; and (iii) agree to pay such additional charges as Vodafone may reasonably request in relation to the approval of such request. Additional Service Recipients must be agreed by Vodafone and Customer in writing prior to Services being provided to them.

6. Specific Commercial Terms

6.1 **Duration:** Initial Term for this Service and any Minimum Subscription Term are set out in the Task or Delivery Order. On termination of the Service, all Subscriptions shall terminate and any applicable Recovery Charge shall be payable.

6.2 **Ending a Subscription:** Without prejudice to any regulatory requirement, either Party may end a Subscription (i) immediately upon written notice for breach of the other Party which is not capable of remedy or is not remedied within 30 days of notice; or (ii) by serving the other Party with 30 days written notice provided that such termination takes effect on or after the expiry of the Minimum Subscription Term. Any applicable Recovery Charges will be payable.

6.3 **Changing this Services Agreement:** Vodafone may vary the Task or Delivery Order (including changing or introducing new Charges or changing or withdrawing the Services or services of third parties) where required due to a change in Vodafone's operations or services, where such change affects at least 90% of its relevant customer base.

6.3.1 Vodafone shall provide Customer at least 30 days written notice of a change made under this clause

6.3.2 The Customer may terminate the affected part of the Task or Delivery Order where a change under this clause causes the Customer a material detriment which cannot be offset by Vodafone to the Customer's reasonable satisfaction on 30 days' written notice to Vodafone. This right to terminate ends 30 days after the effective date of the change.

7. The Service - Commencement

7.1 **Moving Services:** The Customer shall (i) fulfil the terms of the contract(s) with its incumbent supplier(s) for similar services; (ii) be responsible for any associated termination fees; (iii) do such things as Vodafone may reasonably require to enable Vodafone to set up the Services; and (iv) notify the incumbent supplier(s) as necessary for Vodafone to set up the Services

7.2 Upon Vodafone's request Customer shall permit Vodafone or its sub-contractors: to carry out Site Surveys for those Sites at which the Services will be performed. If works need to be undertaken by Customer, Vodafone (i) shall provide

Customer with Site reports for the agreed Sites identifying works to be undertaken by Customer; and (ii) may be entitled to defer the provision of the Services pending completion of such works.

8. Definitions

8.1 Minimum Subscription Term means: (i) the minimum period of connection or recommitment to the Network or Services for a SIM (or multi-SIM) under a Subscription; or (ii) duration of a non SIM service, both as set out in the Commercial Terms.

8.2 Recovery Charge means the amount set out in the Service or Commercial Terms.

8.3 Site means a Customer's premises which Vodafone needs to access in order to provide the Services or (where access is not required), the location to which the Services are to be provided.

8.4 Site Survey means a survey of a Site to assess whether (in Vodafone's opinion) the existing infrastructure is sufficient for the deployment of Services at that Site.

8.5 Subscription means each SIM (or multi-SIM) connected to the Network or other service subscribed to as set out in the Service Terms.

8.6 Working Hours means 9.00 am to 5.00pm on Monday to Friday inclusive, but excluding public holidays in the country where the Services are being provided.

9. Vodafone Red for Global Enterprise

Premium voice calls and premium SMS/MMS:

9.1 In all countries other than the UK, all charges connected with voice calls to non-geographic, premium rate and directory enquiry numbers are excluded from the Vodafone Red for Global Enterprise Tariff Plan and shall be charged in accordance with the Standard Price Plan applicable in the relevant Territory in addition to any charges levied by a third party provider of such services.

9.2 In the UK only, there are two separate elements to charging for voice calls to non-geographic numbers beginning 084 or 087 ("**Non-Geographic Services**"), voice calls to numbers beginning 09 ("**Premium Rate Services**") and voice calls to numbers beginning 118 ("**Directory Enquiry Services**") as follows:

9.2.1 "**Service Charge**" is the charge levied by a third party provider of Non-Geographic Services, Premium Rate Services or Directory Enquiry Services for use of their own services. The Service Charge in respect of such calls is excluded from the Vodafone Red for Global Enterprise Tariff Plan and shall be charged to the Customer.

9.2.2 "**Access Charge**" is a per minute charge payable to Vodafone for the connection to the Network for Non-Geographic Services, Premium Rate Services and Directory Enquiries Services. The Access Charge in respect of such calls is included within the Vodafone Red for Global Enterprise Tariff Plan at the rate of £0.00 per minute. All usage minutes that connect to the Network for Non-Geographic Services, Premium Rate Services and Directory Enquiries Services are included in the Bundle Fee calculation which is detailed in Table 2.3.

9.2.3 **Freephone** additionally, calls to 0800 and 0808 numbers (Freephone services) will not be charged as part of the Bundle Fee calculation or as additional services.

9.3 In all countries, premium SMS and MMS and satellite calls are excluded from the Vodafone Red for Global Enterprise Tariff Plan and shall be charged in accordance with the Standard Price Plan applicable in the relevant Territory in addition to any charges levied by a third party provider of such services and any network handling fees or foreign network administration fees.

9.4 Rounding and Measurement: All calls are measured in whole seconds. Outgoing and incoming Roaming calls in Zone 1, Zone 2 and Zone 3 are charged from the first second. Outgoing and incoming Roaming calls in Zone 4 are charged in one 30-second increment and thereafter measured in 1 second increments. Call Charges are rounded up to the nearest whole second and then rounded to the next whole currency unit (e.g. cent or penny). Data usage is measured per byte in uplink and downlink paths per session per [Connected] Device and partial increments are rounded up.

9.5 Entire Plan: The Customer acknowledges that the Vodafone Red for Global Enterprise Tariff Plan is offered as a whole and is not divisible into constituent parts so any changes will need to be agreed by Vodafone and the Customer in accordance with the Agreement.

10. Vodafone Red Enterprise Bundles

Enterprise Voice Bundle and Enterprise Data Bundle Tariff Principles

10.1 **Voice Pool Sizes:** The total size of the Voice Pool each month is the pool size per Voice Device multiplied by the total number of Voice Devices in the relevant monthly billing cycle. Increases and decreases in the number of Voice Devices will impact the total size of the Voice Pool pro rata. Each Voice Device in the pool is charged the flat rate tariff, regardless of individual usage, provided that the pool is not exhausted.

10.2 **Data Pool Sizes:** The total size of the Data Pool each month is the pool size per Data Device multiplied by the total number of Data Devices in the relevant monthly billing cycle. Increases and decreases in the number of Data Devices will impact the total size of the Data Pool pro rata. Each Data Device in the pool is charged the flat rate tariff, regardless of individual usage, provided that the pool is not exhausted.

10.3 The fair usage policy applies to each of voice and data services (described below).

10.4 The fair usage tolerance is set at 10% of the average usage per Device at contract set-up for data services.

10.5 Where the average monthly usage per Device exceeds the relevant pool allowance by more than 30% in a usage category, Vodafone reserves the right to conduct an immediate fair usage review.

10.6 All usage not included in the Voice Pool or Data Pool will be charged in accordance with the Standard Price Plan applicable in the relevant Territory in addition to any charges levied by a third party provider of such services.

10.7 All calls are measured in whole seconds with the following minimum charges: (i) outgoing and incoming Roaming calls in Zone 1 and incoming calls in Zone 2 are charged from the first second (ii) outgoing Roaming calls in Zone 2 and outgoing and incoming Roaming calls in Zone 3, and Zone 4 are charged in one 30-second increment and thereafter measured in 1 second increments. Call Charges are rounded up to the nearest whole second and then rounded to the next whole currency unit (e.g. cent or penny). Data usage is measured per byte in uplink and downlink paths per session per Data Device and partial increments are rounded up.

10.8 The Customer acknowledges that the Enterprise Voice Bundle and Enterprise Data Bundle plans are offered as a whole and are not divisible into constituent parts so any changes will need to be agreed by Vodafone and the Customer in accordance with the Agreement.

International or roaming person to person SMS/MMS outside Zone 1

10.9 In the UK, there are two separate elements to charging for voice calls to non-geographic numbers beginning 084 or 087 ("**Non-Geographic Services**"), voice calls to numbers beginning 09 ("**Premium Rate Services**") and voice calls to numbers beginning 118 ("**Directory Enquiry Services**") as follows:

"**Service Charge**" is the charge levied by a third party provider of Non-Geographic Services, Premium Rate Services or Directory Enquiry Services for use of their own services.

"**Access Charge**" is a per minute charge payable to Vodafone for the connection to the Network for each Voice Device for Non-Geographic Services, Premium Rate Services and Directory Enquiries Services.

Fair Usage Policy for Voice & Data Services

10.10 The price of the Flat Rate Tariff applies for usage within the pool. When the usage either exceeds the maximum pool size (Voice and Data Services) or is less than the minimum pool size (Voice and Data Services), the pool size and the price will change in accordance with the fair usage policy set out in this paragraph 4.

10.11 "Fair Usage Reviews": For voice services Vodafone will review the usage every 6 months during the Term. For data services Vodafone will review the usage every 3 months during the Term.

10.12 The average monthly usage during the review period is calculated as the average of each month's total usage divided by the total number of Devices connected in that month. The total usage equals the sum of the outgoing minutes/megabytes for all domestic and international usage categories and the sum of outgoing and incoming

minutes/megabytes for all roaming usage categories in the relevant monthly billing cycle. The total number of Devices equals the sum of the number of Devices connected to the Enterprise Bundle plan in the relevant monthly billing cycle.

- 10.13 When the average monthly usage in the review period is above the maximum pool size for a usage category, the new maximum and minimum pool size will be the old maximum and minimum pool size plus the tolerance. When the average monthly usage in the review period is below the minimum pool size for a usage category, the new maximum and minimum pool size will be the old maximum and minimum pools minus the tolerance. If the difference between the usage and the minimum or maximum pool exceeds the tolerance multiple times, the tolerance is added or subtracted multiple times as applicable. The new pool size applies to all Devices.

B5. Specific Terms for Mobile Broadband

1. Installation of the Vodafone Mobile Broadband Software

- 1.2 Customer obligations: Customer shall: (i) install and configure the Vodafone Mobile Broadband Software onto Users' personal computers and laptops; and (ii) make sure that the Users have compatible personal computers or laptops to install the relevant Vodafone Mobile Broadband Software.
- 1.3 Vodafone obligations: Vodafone shall upon request provide the minimum technical specifications required.

2. Vodafone Mobile Broadband Software

- 2.1 Media: For non Plug & Play Vodafone USB Modems, the Vodafone Mobile Broadband Software can be downloaded from <http://www.business.vodafone.com>.
- 2.2 Licence: Vodafone grants to Customer and each User a non-exclusive licence to use the Vodafone Mobile Broadband Software in connection with the Mobile Broadband Services and on the terms of this Agreement and Annex.
- 2.3 Back up of data: Customer shall and shall make sure that the Users shall; (i) take appropriate measures to back up data and protect against loss of data; and (ii) keep secret any passwords or other access devices that may be provided.
- 2.4 Ending of licence: Customer and User may end the licences required for the use of the Vodafone Mobile Broadband Software at any time by deleting the Vodafone Mobile Broadband Software (including back-up copies) from all devices or returning the Vodafone Mobile Broadband Software to Vodafone. The licence shall end immediately if Customer or User fails to comply with these licence terms or with the terms and conditions of the Agreement. On termination of the licence Customer shall stop and shall make sure that the Users stop using the Vodafone Mobile Broadband Software.

3. Unique Identifiers

- 3.1 Creation of unique identifier: When the Vodafone Mobile Broadband Software is installed, an anonymous unique identifier ("UID") may be created at random. The UID does not allow Vodafone to identify any individuals by name and cannot be used to monitor which websites have been visited or email addresses contacted by individuals. Using this UID the following types of non-personal information may be forwarded to Vodafone when the User connects to the Network: (i) version and configuration of the Vodafone Mobile Broadband Software; (ii) connectivity methods, such as infrared and Bluetooth, and devices used; (iii) web browser and email software version details; (iv) laptop manufacturer product ID; (v) session information; and (vi) when roaming, the country code and the mobile network to which the User is connected.
- 3.2 Purpose: This information will be stored on a secure server for the following purposes: (i) to allow Vodafone to update service related settings (which may be done without notification); (ii) to notify Customer or User about various software updates and patches. Customer or User will be given the choice whether or not to accept the notifications. Customer or User may decide to download larger files/patches when connected via a faster internet connection such as a corporate LAN; and (iii) to compile anonymous aggregate information about usage to improve the Mobile Broadband Service. Vodafone will not use any aggregated data to send any marketing information to Customer and/or User nor disclose such information to any third party.
- 3.3 UID disable function: If Customer or User do not want the UID to be used, then it is possible to disable this function. If this function is disabled Vodafone may not be able to fully support the Mobile Broadband Services, as it will not be able to determine which updates or software patches are required. The UID function can be disabled following the instructions on the support portal at <http://www.business.vodafone.com>.

- 3.4 Charges: Customer acknowledges that sending and receiving any of the information identified above will necessitate sending small amounts of data and Customer may be charged for such use.

4. Data Protection

- 4.1 The Data Protection provisions as set out above apply (Vodafone as Data Controller)

5. Additional Definitions for Vodafone Mobile Broadband

- 5.1 LAN means a local area network that links a set of computers.
- 5.2 Vodafone Mobile Broadband Software means the software supplied to Customer or its Users to be used in connection with Vodafone USB Modems and/or Vodafone Mifi Modem.
- 5.3 Vodafone USB Modem and/or Vodafone Mifi modem means the equipment which is used to send and receive information via a personal computer or laptop via the internet.

B6. Specific Terms and Conditions for BlackBerry

1. BlackBerry® Enterprise Services installation and support

- 1.1 Customer obligations: The Customer shall: (i) make sure that its computer systems meet the requirements necessary for the BlackBerry® Enterprise Services as specified by Vodafone from time to time; (ii) install the BES; and (iii) maintain the BES with the appropriate configuration on the Customer's computer system.
- 1.2 Vodafone obligations: Vodafone shall: (i) provide a chargeable telephone or onsite support service to assist the Customer with BES installation (but not system integration issues in respect of the BES and LAN infrastructure); and (ii) upon customer request provide a troubleshooting service chargeable on the standard price plan.

2. BlackBerry® Enterprise Services

- 2.1 Licences: The Customer shall purchase: (i) the BlackBerry® BES Software Licence; (ii) a BlackBerry® Client Access Licence for each BlackBerry® Device using the BES, and (iii) a BlackBerry® Device Software Licence for each BlackBerry® Device or BES Compatible Device, comply with their terms; and make sure that all Users accept and comply with the terms of the BlackBerry® Device Software Licence, and do not disclose the BlackBerry® PIN to any third party.
- 2.2 Triple DES technology: The security of the data transmitted through BES to the BlackBerry® Device can be based on Triple DES technology. Triple DES technology is banned in certain countries. The Customer shall make sure that the BlackBerry® Device is not used, transferred or handled in those banned countries.
- 2.3 Additional applications: Vodafone shall not be responsible for any additional applications installed by the Customer or its Users on any part of the BlackBerry® Product, nor the use of such additional applications, which shall be at the Customer's sole risk.

3. BlackBerry® products and software

- 3.1 Components: The BlackBerry® Services and BES are subject to BlackBerry®'s continued provision of key components of the same. Vodafone will use all reasonable endeavours to make sure that such components are supplied by BlackBerry®.
- 3.2 Defects: The BlackBerry® Software has been developed and licensed by BlackBerry® and Vodafone is not responsible for any loss or damage caused by any bug, defect, error or mistake in the BlackBerry® Software.
- 3.3 Ending: Upon the ending of the BlackBerry® Services, the Customer shall stop and shall make sure that the Users stop using the relevant BlackBerry® Software.

4. Data Protection

- 4.1 The Data Protection provisions as set out above apply (Vodafone as Data Controller)

5. Additional definitions for BlackBerry®

- 5.1 BES means the enterprise server software that is installed onto the Customer's computer system.
- 5.2 BlackBerry® Device means the equipment which allows the User to access the BlackBerry® Services.
- 5.3 BlackBerry® Device Software means the software installed on a BlackBerry® Device.

- 5.4 BlackBerry® Enterprise Services means the service allowing the Customer's computer systems to be connected to the BlackBerry® product via the Network using the BES.
- 5.5 BlackBerry® PIN means the unique 8 character number allocated to each BlackBerry® Device.
- 5.6 BlackBerry® Product means a BlackBerry® Device together with the installed BlackBerry® Device Software.

B7. Specific Terms for Vodafone Group Enterprise Invoice Reporting Portal

1. Description

Vodafone's invoice reporting portal provides enhanced reporting, giving details about a customer's invoices and detailed usage (hereinafter "VGE Invoice Reporting Portal"). The portal allows querying and downloading of call data records ("CDRs") provided by the VGE Direct Carrier in the relevant Territory, as well as a set of pre-built reports for each invoice. The term "Service" in these Service Terms means the VGE Invoice Reporting Portal service.

2. Duration

This Service shall be provided for as long as the Voice and Data Connectivity/Connectivity - Mobile service is provided under this Agreement. Vodafone will implement the Service as soon as practicable after the commencement of the provision of the Voice and Data Connectivity - Mobile service.

3. Conditions of use

3.1 Grant of licence

- (1) Limited purposes: Customer shall only access, use, reproduce, display or transmit the Invoice Reporting Portal Data made available via the Service for Customer's own internal account management purposes.
- (2) Limited access: Customer shall ensure that the Service is not accessed by potential competitors to Vodafone or otherwise used for the purpose of allowing such potential competitors to bid, tender or make other offers for the wireless communications business of Customer.
- (3) Limited users: Customer agrees and acknowledges that access by Customer to the Service shall be limited to Authorised Users as specified in the Commercial Terms and such Authorised Users must be located in the Territory and must only access Information and Invoice Reporting Portal Data relating to Users of Customer or any approved Additional Service Recipient as relevant.
- (4) Third Party Software and Services: The VGE Invoice Reporting Portal uses software that is licensed under the Apache License, Version 2.0 (the "License"). Customer may not use this piece of software except in compliance with the License. Customer may obtain a copy of the License at <http://www.apache.org/licenses/LICENSE-2.0>. Unless required by applicable law or agreed to in writing, software distributed under the License is distributed on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied. See the License for the specific language governing permissions and limitations under the License.

4. Data Use and Management

- 4.1 Vodafone Carrier Data: Scenario 1 of the Data Protection Terms (Schedule 2) applies.
- 4.2 Authorisations: Customer confirms that it has all authorisations and consents necessary to enable any Authorised Users to access the Service.
- 4.3 Data Backup: Vodafone shall have no liability for any loss, damage or corruption to any Invoice Reporting Portal Data. It is Customer's responsibility to store backup copies of such data. Vodafone will not be obliged to provide a copy of the Invoice Reporting Portal Data unless subject to a separate commercial agreement.
- 4.4 Customer responsible for use: Customer is solely responsible for the use to which it puts the Invoice Reporting Portal Data and Vodafone shall have no liability in relation thereto.

- 4.5 Retention Limit: Vodafone shall not be under any obligation to make available or retain any Information or Invoice Reporting Portal Data (i) for more than 6 months from the date of creation of each piece of underlying data or (ii) after the term for provision of the Voice and Data Connectivity - Mobile service has ended.
5. Additional Definitions
- 5.1 “Authorized User” means any director, officer, employee or sub-contractor of Customer or, where relevant, the Additional Service Recipient which is specified by Customer and receives a username and password in order to gain access to the Service.
- 5.2 “Information” means traffic data associated with any User’s subscription, including without limitation any incidental personal data associated with any subscription.
- 5.3 “Invoice Reporting Portal Data” means Information consolidated by the VGE Invoice Reporting Portal.

B8. Specific Terms and Conditions for Vodafone Telecoms Reporting Service Terms

VODAFONE TELECOMS REPORTING SERVICE TERMS

These Service Terms are effective from 21 May, 2019.

1. GENERAL

- 1.1 **Service Summary:** Vodafone Telecoms Reporting Service (the “Service”) is a web-based solution that provides access to historical information and mobile spend analysis reporting by interacting with billing and usage information through a graphical interface. In connection with the Service, Customer may purchase professional services for (i) bespoke report creation, (ii) advanced administration/user training and/or (iii) a managed service. The term “**Service**” includes each Service Element.
- 1.2 **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 access the Service using the internet, via the last two major versions of the following portal browsers: (a) MS Explorer, (b) Mozilla Firefox or (c) Google Chrome (“**Customer Prerequisites**”) to receive Service. Vodafone is not responsible for any performance or non-performance issues with the Service caused by the Customer Prerequisites or Customer failing to comply with the Customer Prerequisites. If Customer fails to provision or maintain the Customer Prerequisites, Vodafone may terminate the Service.
- 2.2 **Mandatory Accompanying Services:** In order to receive the Service, Customer must purchase from Vodafone and maintain the following “**Mandatory Accompanying Services**” (the terms and charges for the **Mandatory Accompanying Services** are not included in these Service Terms): **Vodafone Mobile Connectivity (Voice and Data) Service. The Service Terms for the Mandatory Accompanying Services are not included in these Service Terms. If Customer fails to purchase or maintain the Mandatory Accompanying Services, Vodafone may terminate the Service.**
- 2.3 **Authorised Users:** Access by Customer to the Service and Equipment is limited to authorised Users: up to 2 global logins/administration logins and 2 standard user login per billing account number. Vodafone will provide each authorised User with a user name, password, or other access information (“**User Details**”). Customer is responsible for: (a) the security of the User Details; (b) providing Vodafone with the identity of the 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.
- 2.4 **Applicable Laws:** Vodafone and Customer shall respectively comply with all Applicable Law.
- 2.5 **AUP:** Customer agrees to comply with Vodafone’s Acceptable Use Policy available at www.vodafone.com/business/AcceptableUsePolicy.

3. DATA PROTECTION

- 3.1 Vodafone is the Data Controller and Data Processor for this Service. Vodafone’s Data Protection Terms when Vodafone is Data Controller and Data Processor apply, including local terms, as applicable.
- 3.2 **Vodafone Data Controller - Authorisation for transfer of Traffic Data:**
- (1) Customer: (i) authorises the transfer of Traffic Data between Vodafone Group Companies to the extent necessary for the provision of the Services; and (ii) shall ensure that it has all authorisations and consents necessary for such transfer.
- (2) When a Vodafone Group Company requires Customer’s written authorisation for Traffic Data to be transferred, Customer will provide such authorisation promptly in the form of the template provided by the Vodafone Group Company and acknowledges that the Vodafone Group Company will be unable to transfer the required Traffic Data until such authorisation is provided.
- (3) Objections to transfer or Processing of Traffic Data:

- (i) If any Customer Group Company or User objects to the transfer of Traffic Data between Vodafone Group Companies or its subsequent Processing by a Vodafone Group Company, the Vodafone Group Company shall, as soon as reasonably practicable, suspend or cease the transfer or Processing until the objection is resolved.
 - (ii) If a Privacy Authority objects to the transfer of Traffic Data or its subsequent Processing by a Vodafone Group Company, the Vodafone Group Company shall, as soon as reasonably practicable suspend or cease the transfer or Processing, and take such other steps as the Privacy Authority may direct.
- 3.3 Vodafone Processes User Personal Data as set out at in the Data Table at <https://www.vodafone.com/business/media/document/1508876226434/vodafone-telecoms-reporting-service-data-table-.pdf>.

4. SUPPORT AND DELIVERY SERVICES

- 4.1 **Support Service:** Vodafone will provide Customer with Support Service for the Service Elements ordered by Customer.
- 4.2 **Support Parameters:** Support Service is available in English only. Support Service is available as shown below:

Support Service	Service Cover Period
Incident Management for Priority 1 & 2 Incidents	Working Hours
Incident Management for Priority 3 & 4 Incidents	Working Hours
Service Request Fulfilment	Working Hours

Incidents may be reported at any time during the Service Cover Period; however, Incident Resolution will only occur during Working Hours for Priority Level 3 and 4 Incidents.

- 4.3 **Contact:** Customer must appoint one or more Customer administrators to provide 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.
- 4.4 **Conditions:** Customer will: (a) reimburse Vodafone for reasonable expenses associated with other actions taken when (i) Customer has reported an Incident caused by an Excluded Event or (ii) Customer has not followed the procedures for raising an Incident set forth in Customer training materials; 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).
- 4.5 **Planned Works:** Vodafone may temporarily interrupt the Service to carry out Planned Works. Vodafone will notify Customer in advance of any Planned Works. **"Planned Works"** means planned Vodafone-initiated changes to the Service or Equipment (for example, to carry out essential maintenance or upgrades).
- 4.6 **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 and/or amend the Agreed Delivery Date, as applicable.
- 4.7 **Service Commencement Date:** Vodafone will make the Service available to Customer and notify Customer that the Service is ready for use (**"Service Commencement Date"**).
- 4.8 **Correction:** Customer must notify Vodafone within 5 Working Days of the Service Commencement Date if the Service is not available for use and provide sufficient supporting details. Upon receipt of notification, Vodafone will take reasonable action to commence service delivery.

5. SERVICE LEVEL TERMS

- 5.1 **Applicability:** Service Levels and Service Credit terms apply from the Service Commencement Date depending on the Service Level measure, unless stated otherwise.
- 5.2 **Excluded Events:** Vodafone is not responsible for failure to meet Service Level if the Service Level is affected by an Excluded Event.

6. SERVICE COMMENCEMENT

- 6.1 **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.

7. SERVICE AVAILABILITY

- 7.1 **Calculation:** Availability is calculated as: $(A - B)/A \times 100$. **"A"** equals the number of whole minutes in the Annual Measurement Period minutes each year. **"B"** equals the number of whole minutes when the Service is unavailable in the Annual Measurement Period.
- 7.2 **Service Levels:** The following Availability Service Levels apply:

Service Type	Service Availability (Percentage or P)
Application Operation	98%

8. REPORTING

8.1 Reporting frequency is as follows:

Type	Frequency
Frequency of Telecoms Reporting Data back-up	24hrs File System : Incremental Daily, full, weekly
Annual Reporting Frequency	annually

9. PRIORITY OF INCIDENTS

9.1 The following Priority Level definitions apply to the Service:

Priority Level	Priority Level definitions
1	<ul style="list-style-type: none"> 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 Causes critical business, security or regulatory impact or loss of goodwill for the customer
2	<ul style="list-style-type: none"> Partial outage or major performance degradation of the service and loss of non-core business functions Affects a significant proportion of Users and there is no acceptable alternative or workaround Causes major business, security or legislative impact or loss of goodwill for the Customer
3	<ul style="list-style-type: none"> Minor performance degradation of the Service or minor limitation to business functions Has minor impact on a small number of Users or a workaround is available Causes minor business, security or legislative impact or loss of goodwill for Customer
4	<ul style="list-style-type: none"> Causes little or no limitation to the functionality for a single User or Users. Non service affecting and business impact for Customer is negligible.

10. INCIDENT RESOLUTION TIMES

10.1 For Priority Level 1 and 2 Incidents, the Incident Resolution Time is calculated as the number of whole hours between the time Vodafone issues a Trouble Ticket and the time Vodafone confirms to Customer that the Incident is resolved. Incidents will be resolved during Working Hours.

Priority Level	Incident Resolution Time
1	10 Working Hours (1.2 Working Days)
2	28.8 Working Hours (3.6 Working Days)
3	18 Working Days
4	27.6 Working Days

11. DEFINITIONS

- 11.1 **Annual Measurement Period** means the period of twelve months from the Service Commencement Date or each anniversary of the Service Commencement Date thereafter (or a period of twelve months as otherwise agreed between the parties).
- 11.2 **Applicable Law** means law, regulation, binding code of practice, rule, order or requirement of any relevant government or governmental agency, professional or regulatory Authority, each as relevant to (i) Vodafone in the provision of the Service and/or (ii) Customer in receipt of the Service or carrying out of its business.
- 11.3 **Availability** means the percentage of time the Service is available for use in a Annual Measurement Period calculated as set out the Service Availability Service Level.
- 11.4 **Authority** means those governments, agencies, and professional and regulatory authorities that supervise, regulate, investigate, or enforce Applicable Law.
- 11.5 **Customer** means the Party receiving Service under the Customer Agreement.
- 11.6 **Customer Agreement** means an agreement for purchase of Services signed by both Parties.
- 11.7 **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).
- 11.8 **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.
- 11.9 **Excluded Event** means an Incident caused by: (a) another Vodafone service purchased under a separate Customer Agreement; (b) non-Vodafone-supplied power, non-maintained structured cabling or other systems or networks not operated or provided by Vodafone (including an Incident relating to consumption of services over the internet); (c) the negligence, act, or omission of Customer or a third-party not within Vodafone's direct control; (d) Customer's delay or non-performance of any of Customer obligations set out in the Customer Agreement; (e) Customer's request to modify or test a Service Element; and (f) a Force Majeure event or Service suspension that is permitted under the Customer Agreement;
- 11.10 **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.
- 11.11 **General Terms** means the General Terms or master agreement identified in the Customer Agreement.
- 11.12 **Incident** means an unplanned interruption to or reduction in the quality of the Service, or a failure of a Service configuration item.
- 11.13 **Incident Management** means the end-to-end management of Incidents by Vodafone.
- 11.14 **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.
- 11.15 **Order** is defined in the relevant Customer Agreement.
- 11.16 **Party or Parties** means the parties to the Customer Agreement.
- 11.17 **Price List** means Vodafone's standard pricing in the relevant territory at the applicable time.
- 11.18 **Service Element** means the individual components of the Service including optional services if applicable.
- 11.19 **Service Level(s)** means the service levels that apply to the provision of the Service as set out in these Service Terms.
- 11.20 **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.
- 11.21 **Trouble Ticket** means a record of an Incident with a unique reference allocated to it that is used for all subsequent updates and communications.
- 11.22 **User** means an end user of the Services who must be a permanent or temporary employee or sub-contractor of Customer.
- 11.23 **Vodafone** means the member of the Vodafone Group that is a Party to the Customer Agreement.
- 11.24 **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 market 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).
- 11.25 **Working Day** means on Monday to Friday inclusive, but excluding public holidays in the country from where the Service is delivered from.
- Working Hours** means the hours between 8:00 AM and 6:00 PM on a Working Day.

C. SERVICES PRICELIST

VGE RED 2.0 Price List – Germany

Device Access fees	Monthly Fee
Blackberry 7 / BB10 Regulated	\$ 0.00
Blackberry 10 Corporate	\$ 0.00
Handheld - Basic	\$ 0.00
Handheld - Android/iOS	\$ 0.00
Mobile Broadband	\$ 0.00
Tablet	\$ 0.00

Bundle fees	Monthly Fee
0 Mins + 0 MB	\$ 0.00
60 Mins + 1 MB	\$3.54
120 Mins + 250 MB	\$13.29
300 Mins + 500 MB	\$19.94
Unlim. Mins + 1 GB	\$23.48
Unlim. Mins + 2 GB	\$25.30
Unlim. Mins + 4 GB	\$32.98
Unlim. Mins + 6 GB	\$46.03
Unlim. Mins + 8 GB	\$49.46
Unlim. Mins + 10 GB	\$56.55
Unlim. Mins + 12 GB	\$69.04
Incremental 2 GB	\$4.13

Call Destination	Price per minute/message
Zone 1 Europe Zone	Included in Bundle
Zone 2 Vodafone Global Network	\$0.35
Zone 3 Global Network	\$0.94
Zone 4 Rest of World	\$0.94
SMS – Europe Zone	Included in Bundle
SMS – Other Zones	\$0.24
MMS – Europe Zone	Included in Bundle
MMS – All Zones	\$0.78

Voice allowance – up to X mins (Domestic and International calls to Europe)	Data allowance – up to X MBs (Domestic)	Daily Access Fee Europe Zone*	Daily Access Fee VF Global Network*	Daily Access Fee Global Network
60	1	Nil	\$3.54	\$11.81
120	250			
300	500			
Unlimited	1024			
Unlimited	2048			
Unlimited	4096			
Unlimited	6144			
Unlimited	8192			
Unlimited	10240			
Charge per incremental 2 GB				

Roaming Zone	Price per minute
Calls home or within the same country	
Zone 4 Rest of World	\$2.98
Calls to a third county	
Zone 4 Rest of World	\$2.98
Receiving calls	
Zone 4 Rest of World	\$0.99
Sending Messages	
Zone 4 Outgoing Roamed SMS/MMS	\$0.30

Daily Roaming Data Pack Option	Roaming Data Bundle Fee per day
Zone 4 Rest of World	\$23.62 for 50MB
	Overage charged at daily rate above

For U.S. Air Force users who operate voice only devices, we propose VGE Enterprise Voice Bundle tariff plan.

Voice / SMS	Min/Unit
Domestic, International EU & Roaming EU calls	Unlimited
International Calls outside EU	19.76
Outgoing and Incoming Roaming Calls (VF GN)	10.37
Outgoing and Incoming Roaming Calls (GN)	1.81
Outgoing and Incoming Roaming calls (ROW)	1.43
Domestic, International EU & Roaming EU SMS/MMS	20.47
International or roaming SMS/MMS outside EU	4.30
Voice Bundle Price	\$12.10/CTN

The following number of minutes/messages are allocated to Each SIM connected to the Red Enterprise Voice Bundle plan per usage category per month:

Enterprise Voice Bundle Fair Usage Policy Matrix on contract setup:	Average allowance per SIM	Tolerance 10%	Minimum Allowance per SIM	Maximum Allowance per SIM	Price Increment/Decrement per SIM
	[Pool Allowance]	[Tolerance]	[Minimum Pool]	[Maximum Pool]	[Price Delta]
Domestic, International EU & Roaming EU calls MIN	Unlimited	-	-	-	-
International Calls outside EU	19.76	1.98	17.78	21.74	\$ 0.42
Outgoing and Incoming Roaming Calls (VF GN)	10.37	1.04	9.33	11.41	\$ 0.32
Outgoing and Incoming Roaming Calls (GN)	1.81	0.18	1.63	1.99	\$ 0.14
Outgoing and Incoming Roaming Calls (ROW)	1.43	0.14	1.29	1.57	\$ 0.10
Domestic, International EU & Roaming EU SMS/MMS	20.47	2.05	18.42	22.52	\$ 0.05
International or roaming SMS/MMS outside EU	4.30	0.43	3.87	4.73	\$ 0.05

Voice Services do not include premium or non-geographic voice calls or premium SMS/MMS which shall be charged in accordance with the Standard Price Plan and can be barred on request by the Customer in the relevant Territory.

Data is excluded from voice services and all data usage is to be charged in accordance with the data price plan set out below or can be barred on request by the customer in the relevant territory.

Usage in one usage category cannot offset usage in another. For example, domestic minutes cannot offset international and roaming minutes, and vice versa.

Each SIM shall incur a monthly rate for standard data services within the Data Pool:

Type	Monthly Rate
Data Bundle Price per User	\$35.81

The following number of Megabytes are allocated to each Data SIM connected to the Red Enterprise Data Bundle plan per usage category per month:

Enterprise Data Bundle Fair Usage Policy Matrix on contract setup:	Average allowance per SIM	Tolerance 10%	Minimum Allowance per SIM	Maximum Allowance per SIM	Price Increment/Decrement per SIM	Price per unit (non-bundle)
	[Pool Allowance]	[Tolerance]	[Minimum Pool]	[Maximum Pool]	[Price Delta]	
Domestic & Zone 1 Roaming Data	12847.10	1284.71	11562.39	14131.81	\$ 3.59	\$ 0.003
Roaming Zone - 2	755.71	75.57	680.14	831.28	\$ 0.13	\$ 0.002
Roaming Zone - 3	755.71	75.57	680.14	831.28	\$ 0.13	\$ 0.002
Roaming Zone - 4	453.43	45.34	408.09	498.77	\$ 0.14	\$ 0.003
Roaming Zone - 5	302.28	30.23	272.05	332.51	\$ 0.41	\$ 0.013

Vodafone RED for Global Enterprise & Voice Bundle Roaming Zones:

Roaming Zone	Countries
Zone 1: EU	Albania, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Republic Of Ireland, Romania, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Turkey, UK inc. Channel Islands & Isle of Man
Zone 2: Vodafone Global Network	Australia, Dem. Republic Of Congo, Egypt, Fiji, Ghana, Lesotho, Mozambique, Qatar, South Africa, Tanzania, USA, South Korea, Ukraine. Newly Added: Canada, Djibouti
Zone 3: Global Network	Anguilla, Antigua, Argentina, Aruba, Azerbaijan, Barbados, Bermuda, Brazil, Cayman Islands, Chile, China, Colombia, Costa Rica, Dominica, Dominican Republic, Ecuador, El Salvador, Grenada, Guadeloupe, Guatemala, Guyana, Haiti, Honduras, Hong Kong, Indonesia, Israel, Jamaica, Japan, Kenya, Macau, Macedonia, Mexico, Morocco, Nicaragua, Panama, Papua New Guinea, Paraguay, Peru, Philippines, Puerto Rico, Republic Of Suriname, Russia, Samoa Western, Serbia, Singapore, St Kitts And Nevis, St Vincent & Grenadines, St. Lucia, Taiwan, Thailand, Tonga, Trinidad & Tobago, Turks And Caicos Islands, Uk Virgin Islands, United Arab Emirates, Uruguay, Vanuatu Algeria, Angola, Belize, Benin, Botswana, Burkina Faso, Burundi, Ivory Coast, Gabon, Gambia, Jordan, Cameroon, Liberia, Libya, Madagascar, Malawi, Namibi, Nigeria, Niger, Rwanda, Zambia, Senegal, Swaziland, Togo, Chad, Tunisia, Uganda, , Serbia, Belarus, India, New Zealand, Afghanistan Newly Added: Georgia, Mali, Sudan, Kosovo
Zone 4: Rest of World	All other Roaming Destinations

Vodafone Enterprise Data Bundle Roaming Zones:

Roaming Zone	Countries
Zone 1: EU	Albania Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, United Kingdom, Turkey,
Zone 2: Vodafone Global Network	Australia, Dem. Republic of Congo, Egypt, Fiji, Ghana, India, Lesotho, Mozambique, New Zealand, Qatar, South Africa, Tanzania, Ukraine, Afghanistan, Serbia, Kenya, Libya, Algeria, Niger, Tunisia
Zone 3: USA	United States
Zone 4: Vodafone Asia Pacific & Africa	China, Hong Kong, Indonesia, Japan, Malaysia, Philippines, Singapore, Taiwan, South Korea, Thailand,
Zone 5: Rest of World	All other Roaming Destinations

VGE RED 2.0 Price List – United Kingdom

Device Access fees	Monthly Fee
Blackberry 7 / BB10 Regulated	\$ 0.00
Blackberry 10 Corporate	\$ 0.00
Handheld - Basic	\$ 0.00
Handheld - Android/iOS	\$ 0.00
Mobile Broadband	\$ 0.00
Tablet	\$ 0.00

Bundle fees	Monthly Fee
0 Mins + 0 MB	\$ 0.00
60 Mins + 1 MB	\$3.54
120 Mins + 250 MB	\$13.29
300 Mins + 500 MB	\$19.94
Unlim. Mins + 1 GB	\$23.48
Unlim. Mins + 2 GB	\$25.30
Unlim. Mins + 4 GB	\$32.98
Unlim. Mins + 6 GB	\$46.03
Unlim. Mins + 8 GB	\$49.46
Unlim. Mins + 10 GB	\$56.55
Unlim. Mins + 12 GB	\$69.04
Incremental 2 GB	\$4.13

Call Destination	Price per minute/message
Zone 1 Europe Zone	Included in Bundled
Zone 2 Vodafone Global Network	\$0.35
Zone 3 Global Network	\$0.94
Zone 4 Rest of World	\$0.94
SMS – Europe Zone	Included in Bundle
SMS – Other Zones	\$0.24
MMS – Europe Zone	Included in Bundle
MMS – All Zones	\$0.78

Voice allowance – up to X mins (Domestic and International calls to Europe)	Data allowance – up to X MBs (Domestic)	Daily Access Fee Europe Zone*	Daily Access Fee VF Global Network*	Daily Access Fee Global Network
60	1	Nil	\$3.54	\$11.81
120	250			
300	500			
Unlimited	1024			
Unlimited	2048			
Unlimited	4096			
Unlimited	6144			
Unlimited	8192			
Unlimited	10240			
Charge per incremental 2 GB				

Roaming Zone	Price per minute
Calls home or within the same country	
Zone 4 Rest of World	\$2.98
Calls to a third county	
Zone 4 Rest of World	\$2.98
Receiving calls	
Zone 4 Rest of World	\$0.99
Sending Messages	
Zone 4 Outgoing Roamed SMS/MMS	\$0.30

Daily Roaming Data Pack Option	Roaming Data Bundle Fee per day
Zone 4 Rest of World	\$23.62 for 50MB
	Overage charged at daily rate above

For U.S. Air Force users who operate voice only devices, we propose VGE Enterprise Voice Bundle tariff plan.

Voice / SMS	Min/Unit
Domestic, International EU & Roaming EU calls	Unlimited
International Calls outside EU	19.76
Outgoing and Incoming Roaming Calls (VF GN)	10.37
Outgoing and Incoming Roaming Calls (GN)	1.81
Outgoing and Incoming Roaming calls (ROW)	1.43
Domestic, International EU & Roaming EU SMS/MMS	20.47
International or roaming SMS/MMS outside EU	4.30
Voice Bundle Price	\$12.10/CTN

The following number of minutes/messages are allocated to Each SIM connected to the Red Enterprise Voice Bundle plan per usage category per month:

Enterprise Voice Bundle Fair Usage Policy Matrix on contract setup:	Average allowance per SIM	Tolerance 10%	Minimum Allowance per SIM	Maximum Allowance per SIM	Price Increment/Decrement per SIM
	[Pool Allowance]	[Tolerance]	[Minimum Pool]	[Maximum Pool]	[Price Delta]
Domestic, International EU & Roaming EU calls MIN	Unlimited	-	-	-	-
International Calls outside EU	19.76	1.98	17.78	21.74	\$ 0.42
Outgoing and Incoming Roaming Calls (VF GN)	10.37	1.04	9.33	11.41	\$ 0.32
Outgoing and Incoming Roaming Calls (GN)	1.81	0.18	1.63	1.99	\$ 0.14
Outgoing and Incoming Roaming Calls (ROW)	1.43	0.14	1.29	1.57	\$ 0.10
Domestic, International EU & Roaming EU SMS/MMS	20.47	2.05	18.42	22.52	\$ 0.05
International or roaming SMS/MMS outside EU	4.30	0.43	3.87	4.73	\$ 0.05

Voice Services do not include premium or non-geographic voice calls or premium SMS/MMS which shall be charged in accordance with the Standard Price Plan and can be barred on request by the Customer in the relevant Territory.

Data is excluded from voice services and all data usage is to be charged in accordance with the data price plan set out below or can be barred on request by the customer in the relevant territory.

Usage in one usage category cannot offset usage in another. For example, domestic minutes cannot offset international and roaming minutes, and vice versa.

Each SIM shall incur a monthly rate for standard data services within the Data Pool:

Type	Monthly Rate
Data Bundle Price per User	\$35.81

The following number of Megabytes are allocated to each Data SIM connected to the Red Enterprise Data Bundle plan per usage category per month:

Enterprise Data Bundle Fair Usage Policy Matrix on contract setup:	Average allowance per SIM	Tolerance 10%	Minimum Allowance per SIM	Maximum Allowance per SIM	Price Increment/Decrement per SIM	Price per unit (non-bundle)
	[Pool Allowance]	[Tolerance]	[Minimum Pool]	[Maximum Pool]	[Price Delta]	
Domestic & Zone 1 Roaming Data	12847.10	1284.71	11562.39	14131.81	\$ 3.59	\$ 0.003
Roaming Zone - 2	755.71	75.57	680.14	831.28	\$ 0.13	\$ 0.002
Roaming Zone - 3	755.71	75.57	680.14	831.28	\$ 0.13	\$ 0.002
Roaming Zone - 4	453.43	45.34	408.09	498.77	\$ 0.14	\$ 0.003
Roaming Zone - 5	302.28	30.23	272.05	332.51	\$ 0.41	\$ 0.013

Vodafone RED for Global Enterprise & Voice Bundle Roaming Zones:

Roaming Zone	Countries
Zone 1: EU	Albania, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Republic Of Ireland, Romania, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Turkey, UK inc. Channel Islands & Isle of Man
Zone 2: Vodafone Global Network	Australia, Dem. Republic Of Congo, Egypt, Fiji, Ghana, Lesotho, Mozambique, Qatar, South Africa, Tanzania, USA, South Korea, Ukraine. Newly Added: Canada, Djibouti
Zone 3: Global Network	Anguilla, Antigua, Argentina, Aruba, Azerbaijan, Barbados, Bermuda, Brazil, Cayman Islands, Chile, China, Colombia, Costa Rica, Dominica, Dominican Republic, Ecuador, El Salvador, Grenada, Guadeloupe, Guatemala, Guyana, Haiti, Honduras, Hong Kong, Indonesia, Israel, Jamaica, Japan, Kenya, Macau, Macedonia, Mexico, Morocco, Nicaragua, Panama, Papua New Guinea, Paraguay, Peru, Philippines, Puerto Rico, Republic Of Suriname, Russia, Samoa Western, Serbia, Singapore, St Kitts And Nevis, St Vincent & Grenadines, St. Lucia, Taiwan, Thailand, Tonga, Trinidad & Tobago, Turks And Caicos Islands, Uk Virgin Islands, United Arab Emirates, Uruguay, Vanuatu Algeria, Angola, Belize, Benin, Botswana, Burkina Faso, Burundi, Ivory Coast, Gabon, Gambia, Jordan, Cameroon, Liberia, Libya, Madagascar, Malawi, Namibi, Nigeria, Niger, Rwanda, Zambia, Senegal, Swaziland, Togo, Chad, Tunisia, Uganda, , Serbia, Belarus, India, New Zealand, Afghanistan Newly Added: Georgia, Mali, Sudan, Kosovo
Zone 4: Rest of World	All other Roaming Destinations

Vodafone Enterprise Data Bundle Roaming Zones:

Roaming Zone	Countries
Zone 1: EU	Albania Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, United Kingdom, Turkey,
Zone 2: Vodafone Global Network	Australia, Dem. Republic of Congo, Egypt, Fiji, Ghana, India, Lesotho, Mozambique, New Zealand, Qatar, South Africa, Tanzania, Ukraine, Afghanistan, Serbia, Kenya, Libya, Algeria, Niger, Tunisia
Zone 3: USA	United States
Zone 4: Vodafone Asia Pacific & Africa	China, Hong Kong, Indonesia, Japan, Malaysia, Philippines, Singapore, Taiwan, Korea, Republic Of, Thailand,
Zone 5: Rest of World	All other Roaming Destinations

VGE RED 2.0 Price List - Spain

Device Access fees	Monthly Fee
Blackberry 7 / BB10 Regulated	\$ 0.00
Blackberry 10 Corporate	\$ 0.00
Handheld - Basic	\$ 0.00
Handheld - Android/iOS	\$ 0.00
Mobile Broadband	\$ 0.00
Tablet	\$ 0.00

Bundle fees	Monthly Fee
0 Mins + 0 MB	\$ 0.00
60 Mins + 1 MB	\$3.54
120 Mins + 250 MB	\$13.29
300 Mins + 500 MB	\$19.94
Unlim. Mins + 1 GB	\$23.48
Unlim. Mins + 2 GB	\$25.30
Unlim. Mins + 4 GB	\$32.98
Unlim. Mins + 6 GB	\$46.03
Unlim. Mins + 8 GB	\$49.46
Unlim. Mins + 10 GB	\$56.55
Unlim. Mins + 12 GB	\$69.04
Incremental 2 GB	\$4.13

Call Destination	Price per minute/message
Zone 1 Europe Zone	Included in Bundled
Zone 2 Vodafone Global Network	\$0.35
Zone 3 Global Network	\$0.94
Zone 4 Rest of World	\$0.94
SMS - Europe Zone	Included in Bundle
SMS - Other Zones	\$0.24
MMS - Europe Zone	Included in Bundle
MMS - All Zones	\$0.78

Voice allowance – up to X mins (Domestic and International calls to Europe)	Data allowance – up to X MBs (Domestic)	Daily Access Fee Europe Zone*	Daily Access Fee VF Global Network*	Daily Access Fee Global Network
60	1	Nil	\$3.54	\$11.81
120	250			
300	500			
Unlimited	1024			
Unlimited	2048			
Unlimited	4096			
Unlimited	6144			
Unlimited	8192			
Unlimited	10240			
Charge per incremental 2 GB				

Roaming Zone	Price per minute
Calls home or within the same country	
Zone 4 Rest of World	\$2.98
Calls to a third county	
Zone 4 Rest of World	\$2.98
Receiving calls	
Zone 4 Rest of World	\$0.99
Sending Messages	
Zone 4 Outgoing Roamed SMS/MMS	\$0.30

Daily Roaming Data Pack Option	Roaming Data Bundle Fee per day
Zone 4 Rest of World	\$23.62 for 50MB
	Overage charged at daily rate above

For U.S. Air Force users who operate voice only devices, we propose VGE Enterprise Voice Bundle tariff plan.

Voice / SMS	Min/Unit
Domestic, International EU & Roaming EU calls	Unlimited
International Calls outside EU	19.76
Outgoing and Incoming Roaming Calls (VF GN)	10.37
Outgoing and Incoming Roaming Calls (GN)	1.81
Outgoing and Incoming Roaming calls (ROW)	1.43
Domestic, International EU & Roaming EU SMS/MMS	20.47
International or roaming SMS/MMS outside EU	4.30
Voice Bundle Price	\$12.10/CTN

The following number of minutes/messages are allocated to Each SIM connected to the Red Enterprise Voice Bundle plan per usage category per month:

Enterprise Voice Bundle Fair Usage Policy Matrix on contract setup:	Average allowance per SIM	Tolerance 10%	Minimum Allowance per SIM	Maximum Allowance per SIM	Price Increment/Decrement per SIM
	[Pool Allowance]	[Tolerance]	[Minimum Pool]	[Maximum Pool]	[Price Delta]
Domestic, International EU & Roaming EU calls MIN	Unlimited	-	-	-	-
International Calls outside EU	19.76	1.98	17.78	21.74	\$ 0.42
Outgoing and Incoming Roaming Calls (VF GN)	10.37	1.04	9.33	11.41	\$ 0.32
Outgoing and Incoming Roaming Calls (GN)	1.81	0.18	1.63	1.99	\$ 0.14
Outgoing and Incoming Roaming Calls (ROW)	1.43	0.14	1.29	1.57	\$ 0.10
Domestic, International EU & Roaming EU SMS/MMS	20.47	2.05	18.42	22.52	\$ 0.05
International or roaming SMS/MMS outside EU	4.30	0.43	3.87	4.73	\$ 0.05

Voice Services do not include premium or non-geographic voice calls or premium SMS/MMS which shall be charged in accordance with the Standard Price Plan and can be barred on request by the Customer in the relevant Territory.

Data is excluded from voice services and all data usage is to be charged in accordance with the data price plan set out below or can be barred on request by the customer in the relevant territory.

Usage in one usage category cannot offset usage in another. For example, domestic minutes cannot offset international and roaming minutes, and vice versa.

Each SIM shall incur a monthly rate for standard data services within the Data Pool:

Type	Monthly Rate
Data Bundle Price per User	\$35.81

The following number of Megabytes are allocated to each Data SIM connected to the Red Enterprise Data Bundle plan per usage category per month:

Enterprise Data Bundle Fair Usage Policy Matrix on contract setup:	Average allowance per SIM	Tolerance 10%	Minimum Allowance per SIM	Maximum Allowance per SIM	Price Increment/Decrement per SIM	Price per unit (non-bundle)
	[Pool Allowance]	[Tolerance]	[Minimum Pool]	[Maximum Pool]	[Price Delta]	
Domestic & Zone 1 Roaming Data	12847.10	1284.71	11562.39	14131.81	\$ 3.59	\$ 0.003
Roaming Zone - 2	755.71	75.57	680.14	831.28	\$ 0.13	\$ 0.002
Roaming Zone - 3	755.71	75.57	680.14	831.28	\$ 0.13	\$ 0.002
Roaming Zone - 4	453.43	45.34	408.09	498.77	\$ 0.14	\$ 0.003
Roaming Zone - 5	302.28	30.23	272.05	332.51	\$ 0.41	\$ 0.013

Vodafone RED for Global Enterprise & Voice Bundle Roaming Zones:

Roaming Zone	Countries
Zone 1: EU	Albania, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Republic Of Ireland, Romania, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Turkey, UK inc. Channel Islands & Isle of Man
Zone 2: Vodafone Global Network	Australia, Dem. Republic Of Congo, Egypt, Fiji, Ghana, Lesotho, Mozambique, Qatar, South Africa, Tanzania, USA, South Korea, Ukraine. Newly Added: Canada, Djibouti
Zone 3: Global Network	Anguilla, Antigua, Argentina, Aruba, Azerbaijan, Barbados, Bermuda, Brazil, Cayman Islands, Chile, China, Colombia, Costa Rica, Dominica, Dominican Republic, Ecuador, El Salvador, Grenada, Guadeloupe, Guatemala, Guyana, Haiti, Honduras, Hong Kong, Indonesia, Israel, Jamaica, Japan, Kenya, Macau, Macedonia, Mexico, Morocco, Nicaragua, Panama, Papua New Guinea, Paraguay, Peru, Philippines, Puerto Rico, Republic Of Suriname, Russia, Samoa Western, Serbia, Singapore, St Kitts And Nevis, St Vincent & Grenadines, St. Lucia, Taiwan, Thailand, Tonga, Trinidad & Tobago, Turks And Caicos Islands, Uk Virgin Islands, United Arab Emirates, Uruguay, Vanuatu Algeria, Angola, Belize, Benin, Botswana, Burkina Faso, Burundi, Ivory Coast, Gabon, Gambia, Jordan, Cameroon, Liberia, Libya, Madagascar, Malawi, Namibi, Nigeria, Niger, Rwanda, Zambia, Senegal, Swaziland, Togo, Chad, Tunisia, Uganda, Serbia, Belarus, India, New Zealand, Afghanistan Newly Added: Georgia, Mali, Sudan, Kosovo
Zone 4: Rest of World	All other Roaming Destinations

Vodafone Enterprise Data Bundle Roaming Zones:

Roaming Zone	Countries
Zone 1: EU	Albania Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, United Kingdom, Turkey
Zone 2: Vodafone Global Network	Australia, Dem. Republic Of Congo, Egypt, Fiji, Ghana, India, Lesotho, Mozambique, New Zealand, Qatar, South Africa, Tanzania, Ukraine, Afghanistan, Serbia, Kenya, Libya, Algeria, Niger, Tunisia
Zone 3: USA	United States
Zone 4: Vodafone Asia Pacific & Africa	China, Hong Kong, Indonesia, Japan, Malaysia, Philippines, Singapore, Taiwan, South Korea, Thailand
Zone 5: Rest of World	All other Roaming Destinations

VGE RED 2.0 Price List – Netherlands

Device Access fees	Monthly Fee
Blackberry 7 / BB10 Regulated	\$ 0.00
Blackberry 10 Corporate	\$ 0.00
Handheld - Basic	\$ 0.00
Handheld - Android/iOS	\$ 0.00
Mobile Broadband	\$ 0.00
Tablet	\$ 0.00

Bundle fees	Monthly Fee
0 Mins + 0 MB	\$ 0.00
60 Mins + 1 MB	\$3.54
120 Mins + 250 MB	\$13.29
300 Mins + 500 MB	\$19.94
Unlim. Mins + 1 GB	\$23.48
Unlim. Mins + 2 GB	\$25.30
Unlim. Mins + 4 GB	\$32.98
Unlim. Mins + 6 GB	\$46.03
Unlim. Mins + 8 GB	\$49.46
Unlim. Mins + 10 GB	\$56.55
Unlim. Mins + 12 GB	\$69.04
Incremental 2 GB	\$4.13

Call Destination	Price per minute/message
Zone 1 Europe Zone	Included in Bundled
Zone 2 Vodafone Global Network	\$0.35
Zone 3 Global Network	\$0.94
Zone 4 Rest of World	\$0.94
SMS – Europe Zone	Included in Bundle
SMS – Other Zones	\$0.24
MMS – Europe Zone	Included in Bundle
MMS – All Zones	\$0.78

Voice allowance – up to X mins (Domestic and International calls to Europe)	Data allowance – up to X MBs (Domestic)	Daily Access Fee Europe Zone*	Daily Access Fee VF Global Network*	Daily Access Fee Global Network
60	1	Nil	\$3.54	\$11.81
120	250			
300	500			
Unlimited	1024			
Unlimited	2048			
Unlimited	4096			
Unlimited	6144			
Unlimited	8192			
Unlimited	10240			
Charge per incremental 2 GB				

Roaming Zone	Price per minute
Calls home or within the same country	
Zone 4 Rest of World	\$2.98
Calls to a third county	
Zone 4 Rest of World	\$2.98
Receiving calls	
Zone 4 Rest of World	\$0.99
Sending Messages	
Zone 4 Outgoing Roamed SMS/MMS	\$0.30

Daily Roaming Data Pack Option	Roaming Data Bundle Fee per day
Zone 4 Rest of World	\$23.62 for 50MB
	Overage charged at daily rate above

For U.S. Air Force users who operate voice only devices, we propose VGE Enterprise Voice Bundle tariff plan.

Voice / SMS	Min/Unit
Domestic, International EU & Roaming EU calls	Unlimited
International Calls outside EU	19.76
Outgoing and Incoming Roaming Calls (VF GN)	10.37
Outgoing and Incoming Roaming Calls (GN)	1.81
Outgoing and Incoming Roaming calls (ROW)	1.43
Domestic, International EU & Roaming EU SMS/MMS	20.47
International or roaming SMS/MMS outside EU	4.30
Voice Bundle Price	\$12.10/CTN

The following number of minutes/messages are allocated to Each SIM connected to the Red Enterprise Voice Bundle plan per usage category per month:

Enterprise Voice Bundle Fair Usage Policy Matrix on contract setup:	Average allowance per SIM	Tolerance 10%	Minimum Allowance per SIM	Maximum Allowance per SIM	Price Increment/Decrement per SIM
	[Pool Allowance]	[Tolerance]	[Minimum Pool]	[Maximum Pool]	[Price Delta]
Domestic, International EU & Roaming EU calls MIN	Unlimited	-	-	-	-
International Calls outside EU	19.76	1.98	17.78	21.74	\$ 0.42
Outgoing and Incoming Roaming Calls (VF GN)	10.37	1.04	9.33	11.41	\$ 0.32
Outgoing and Incoming Roaming Calls (GN)	1.81	0.18	1.63	1.99	\$ 0.14
Outgoing and Incoming Roaming Calls (ROW)	1.43	0.14	1.29	1.57	\$ 0.10
Domestic, International EU & Roaming EU SMS/MMS	20.47	2.05	18.42	22.52	\$ 0.05
International or roaming SMS/MMS outside EU	4.30	0.43	3.87	4.73	\$ 0.05

Voice Services do not include premium or non-geographic voice calls or premium SMS/MMS which shall be charged in accordance with the Standard Price Plan and can be barred on request by the Customer in the relevant Territory.

Data is excluded from voice services and all data usage is to be charged in accordance with the data price plan set out below or can be barred on request by the customer in the relevant territory.

Usage in one usage category cannot offset usage in another. For example, domestic minutes cannot offset international and roaming minutes, and vice versa.

Each SIM shall incur a monthly rate for standard data services within the Data Pool:

Type	Monthly Rate
Data Bundle Price per User	\$35.81

The following number of Megabytes are allocated to each Data SIM connected to the Red Enterprise Data Bundle plan per usage category per month:

Enterprise Data Bundle Fair Usage Policy Matrix on contract setup:	Average allowance per SIM	Tolerance 10%	Minimum Allowance per SIM	Maximum Allowance per SIM	Price Increment/Decrement per SIM	Price per unit (non-bundle)
	[Pool Allowance]	[Tolerance]	[Minimum Pool]	[Maximum Pool]	[Price Delta]	
Domestic & Zone 1 Roaming Data	12847.10	1284.71	11562.39	14131.81	\$ 3.59	\$ 0.003
Roaming Zone - 2	755.71	75.57	680.14	831.28	\$ 0.13	\$ 0.002
Roaming Zone - 3	755.71	75.57	680.14	831.28	\$ 0.13	\$ 0.002
Roaming Zone - 4	453.43	45.34	408.09	498.77	\$ 0.14	\$ 0.003
Roaming Zone - 5	302.28	30.23	272.05	332.51	\$ 0.41	\$ 0.013

Vodafone RED for Global Enterprise & Voice Bundle Roaming Zones:

Roaming Zone	Countries
Zone 1: EU	Albania, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Republic Of Ireland, Romania, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Turkey, UK inc. Channel Islands & Isle of Man
Zone 2: Vodafone Global Network	Australia, Dem. Republic Of Congo, Egypt, Fiji, Ghana, Lesotho, Mozambique, Qatar, South Africa, Tanzania, USA, South Korea, Ukraine. Newly Added: Canada, Djibouti
Zone 3: Global Network	Anguilla, Antigua, Argentina, Aruba, Azerbaijan, Barbados, Bermuda, Brazil, Cayman Islands, Chile, China, Colombia, Costa Rica, Dominica, Dominican Republic, Ecuador, El Salvador, Grenada, Guadeloupe, Guatemala, Guyana, Haiti, Honduras, Hong Kong, Indonesia, Israel, Jamaica, Japan, Kenya, Macau, Macedonia, Mexico, Morocco, Nicaragua, Panama, Papua New Guinea, Paraguay, Peru, Philippines, Puerto Rico, Republic Of Suriname, Russia, Samoa Western, Serbia, Singapore, St Kitts And Nevis, St Vincent & Grenadines, St. Lucia, Taiwan, Thailand, Tonga, Trinidad & Tobago, Turks And Caicos Islands, Uk Virgin Islands, United Arab Emirates, Uruguay, Vanuatu Algeria, Angola, Belize, Benin, Botswana, Burkina Faso, Burundi, Ivory Coast, Gabon, Gambia, Jordan, Cameroon, Liberia, Libya, Madagascar, Malawi, Namibi, Nigeria, Niger, Rwanda, Zambia, Senegal, Swaziland, Togo, Chad, Tunisia, Uganda, , Serbia, Belarus, India, New Zealand, Afghanistan Newly Added: Georgia, Mali, Sudan, Kosovo
Zone 4: Rest of World	All other Roaming Destinations

Vodafone Enterprise Data Bundle Roaming Zones:

Roaming Zone	Countries
Zone 1: EU	Albania Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, United Kingdom, Turkey,
Zone 2: Vodafone Global Network	Australia, Dem. Republic of Congo, Egypt, Fiji, Ghana, India, Lesotho, Mozambique, New Zealand, Qatar, South Africa, Tanzania, Ukraine, Afghanistan, Serbia, Kenya, Libya, Algeria, Niger, Tunisia
Zone 3: USA	United States
Zone 4: Vodafone Asia Pacific & Africa	China, Hong Kong, Indonesia, Japan, Malaysia, Philippines, Singapore, Taiwan, South Korea, Thailand,
Zone 5: Rest of World	All other Roaming Destinations

VGE RED 2.0 Price List – Italy

Device Access fees	Monthly Fee
Blackberry 7 / BB10 Regulated	\$ 0.00
Blackberry 10 Corporate	\$ 0.00
Handheld - Basic	\$ 0.00
Handheld - Android/iOS	\$ 0.00
Mobile Broadband	\$ 0.00
Tablet	\$ 0.00

Bundle fees	Monthly Fee
0 Mins + 0 MB	\$0.00
60 Mins + 1 MB	\$3.87
120 Mins + 250 MB	\$11.60
300 Mins + 500 MB	\$19.34
Unlim. Mins + 1 GB	\$25.79
Unlim. Mins + 2 GB	\$32.24
Unlim. Mins + 4 GB	\$34.81
Unlim. Mins + 6 GB	\$38.68
Unlim. Mins + 8 GB	\$52.87
Unlim. Mins + 10 GB	\$56.73
Unlim. Mins + 12 GB	\$63.18
Incremental 2 GB	\$4.51

Call Destination	Price per minute/message
Zone 1 Europe Zone	Included in Bundled
Zone 2 Vodafone Global Network	\$0.35
Zone 3 Global Network	\$0.94
Zone 4 Rest of World	\$0.94
SMS – Europe Zone	Included in Bundle
SMS – Other Zones	\$0.24
MMS – Europe Zone	Included in Bundle
MMS – All Zones	\$0.78

Voice allowance – up to X mins (Domestic and International calls to Europe)	Data allowance – up to X MBs (Domestic)	Daily Access Fee Europe Zone*	Daily Access Fee VF Global Network*	Daily Access Fee Global Network
60	1	Nil	\$3.54	\$11.81
120	250			
300	500			
Unlimited	1024			
Unlimited	2048			
Unlimited	4096			
Unlimited	6144			
Unlimited	8192			
Unlimited	10240			
Charge per incremental 2 GB				

Roaming Zone	Price per minute
Calls home or within the same country	
Zone 4 Rest of World	\$2.98
Calls to a third county	
Zone 4 Rest of World	\$2.98
Receiving calls	
Zone 4 Rest of World	\$0.99
Sending Messages	
Zone 4 Outgoing Roamed SMS/MMS	\$0.30

Daily Roaming Data Pack Option	Roaming Data Bundle Fee per day
Zone 4 Rest of World	\$23.62 for 50MB
	Overage charged at daily rate above

For U.S. Air Force users who operate voice only devices, we propose VGE Enterprise Voice Bundle tariff plan.

Voice / SMS	Min/Unit
Domestic, International EU & Roaming EU calls	Unlimited
International Calls outside EU	19.76
Outgoing and Incoming Roaming Calls (VF GN)	10.37
Outgoing and Incoming Roaming Calls (GN)	1.81
Outgoing and Incoming Roaming calls (ROW)	1.43
Domestic, International EU & Roaming EU SMS/MMS	20.47
International or roaming SMS/MMS outside EU	4.30
Voice Bundle Price	\$12.10/CTN

The following number of minutes/messages are allocated to Each SIM connected to the Red Enterprise Voice Bundle plan per usage category per month:

Enterprise Voice Bundle Fair Usage Policy Matrix on contract setup:	Average allowance per SIM	Tolerance 10%	Minimum Allowance per SIM	Maximum Allowance per SIM	Price Increment/Decrement per SIM
	[Pool Allowance]	[Tolerance]	[Minimum Pool]	[Maximum Pool]	[Price Delta]
Domestic, International EU & Roaming EU calls MIN	Unlimited	-	-	-	-
International Calls outside EU	19.76	1.98	17.78	21.74	\$ 0.42
Outgoing and Incoming Roaming Calls (VF GN)	10.37	1.04	9.33	11.41	\$ 0.32
Outgoing and Incoming Roaming Calls (GN)	1.81	0.18	1.63	1.99	\$ 0.14
Outgoing and Incoming Roaming Calls (ROW)	1.43	0.14	1.29	1.57	\$ 0.10
Domestic, International EU & Roaming EU SMS/MMS	20.47	2.05	18.42	22.52	\$ 0.05
International or roaming SMS/MMS outside EU	4.30	0.43	3.87	4.73	\$ 0.05

Voice Services do not include premium or non-geographic voice calls or premium SMS/MMS which shall be charged in accordance with the Standard Price Plan and can be barred on request by the Customer in the relevant Territory.

Data is excluded from voice services and all data usage is to be charged in accordance with the data price plan set out below or can be barred on request by the customer in the relevant territory.

Usage in one usage category cannot offset usage in another. For example, domestic minutes cannot offset international and roaming minutes, and vice versa.

Each SIM shall incur a monthly rate for standard data services within the Data Pool:

Type	Monthly Rate
Data Bundle Price per User	\$35.81

*The above mentioned monthly Enterprise Data Bundle price per User specific to VGE Red users.

The following number of Megabytes are allocated to each Data SIM connected to the Red Enterprise Data Bundle plan per usage category per month:

Enterprise Data Bundle Fair Usage Policy Matrix on contract setup:	Average allowance per SIM	Tolerance 10%	Minimum Allowance per SIM	Maximum Allowance per SIM	Price Increment/Decrement per SIM	Price per unit (non-bundle)
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Vodafone RED for Global Enterprise & Voice Bundle Roaming Zones:

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Zone 2: Vodafone Global Network	Australia, Dem. Republic Of Congo, Egypt, Fiji, Ghana, Lesotho, Mozambique, Qatar, South Africa, Tanzania, USA, South Korea, Ukraine. Newly Added: Canada, Djibouti
Zone 3: Global Network	Anguilla, Antigua, Argentina, Aruba, Azerbaijan, Barbados, Bermuda, Brazil, Cayman Islands, Chile, China, Colombia, Costa Rica, Dominican Republic, Ecuador, El Salvador, Grenada, Guadeloupe, Guatemala, Guyana, Haiti, Honduras, Hong Kong, Indonesia, Israel, Jamaica, Japan, Kenya, Macau, Macedonia, Mexico, Morocco, Nicaragua, Panama, Papua New Guinea, Paraguay, Peru, Philippines, Puerto Rico, Republic Of Suriname, Russia, Samoa Western, Serbia, Singapore, St Kitts And Nevis, St Vincent & Grenadines, St. Lucia, Taiwan, Thailand, Tonga, Trinidad & Tobago, Turks And Caicos Islands, Uk Virgin Islands, United Arab Emirates, Uruguay, Vanuatu Algeria, Angola, Belize, Benin, Botswana, Burkina Faso, Burundi, Djibouti, Ivory Coast, Gabon, Gambia, Jordan, Cameroon, Liberia, Libya, Madagascar, Malawi, Namibi, Nigeria, Niger, Rwanda, Zambia, Senegal, Swaziland, Togo, Chad, Tunisia, Uganda, Ukraine, Serbia, Belarus, India, New Zealand, Afghanistan Newly Added: Georgia, Mali, Sudan, Kosovo
Zone 4: Rest of World	All other Roaming Destinations

Vodafone Enterprise Data Bundle Roaming Zones:

Roaming Zone	Countries
Zone 1: EU	Albania Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, United Kingdom, Turkey,
Zone 2: Vodafone Global Network	Australia, Dem. Republic of Congo, Egypt, Fiji, Ghana, India, Lesotho, Mozambique, New Zealand, Qatar, South Africa, Tanzania, Ukraine, Afghanistan, Serbia, Kenya, Libya, Algeria, Niger, Tunisia
Zone 3: USA	United States
Zone 4: Vodafone Asia Pacific & Africa	China, Hong Kong, Indonesia, Japan, Malaysia, Philippines, Singapore, Taiwan, South Korea, Thailand,
Zone 5: Rest of World	All other Roaming Destinations

D. Proprietary Statements

Status

This proposal is issued by Vodafone Global Enterprise Limited ("Vodafone"). This is not a legal offer capable of acceptance and is strictly subject to contract. Please note that mobile telecommunications services are provided by other members of the Vodafone Group Plc group of companies ("Vodafone Group") and are not provided by Vodafone itself. Vodafone is not authorised to contract on behalf of such other members. The solutions outlined in the proposal are subject to further commercial, regulatory, legal and tax due diligence and analysis. This proposal has been prepared to be read as a whole and as such any changes requested to individual responses may affect other responses or the entire proposal.

Disclaimer

All the information, statements and proposals in this document are correct and accurate to the best of our present knowledge. Vodafone shall not be liable for any loss, expense, damage or claim arising out of the advice given or not given or statements made or omitted to be made in connection with this proposal.

Confidentiality

The information contained within this proposal is the property of Vodafone and is issued in confidence and for the purpose of providing a proposal for GSA only. In consideration of Vodafone disclosing confidential information to GSA or its subsidiaries and partners, Vodafone requires GSA to undertake the following:

- At all times to keep and treat as confidential the contents of this proposal and any other information disclosed to you (the "Confidential Information"), and not to use the Confidential Information other than for the purpose set out above.
- To ensure that the employees and agents who will be in receipt of this Confidential Information are made aware of and comply with the provisions of the undertaking set out herein.
- To keep safe all Confidential Information disclosed and on demand to surrender to Vodafone all documents, notes or memoranda relating to such Confidential Information, which may be in possession of yourself, your employees or agents.
- Not at any time to make or cause to be made any publication of any Confidential Information, whether written or oral, to the media or any third party, unless Vodafone gives its prior written consent and to ensure that your agents or employees do not do so.

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