

Vodafone storm®



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business



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1. The Service – Overview

- 1.1 The Supplier offers the Vodafone storm® service (the “**storm Service**”) to the Buyer. The storm Service is a cloud-based, omni-channel contact centre and customer experience platform, hosted in Vodafone data centres, providing inbound and outbound communication services for organisations of all sizes.
- 1.2 The storm Service consists of a set of modular building blocks that may be deployed in combination to deliver a wide range of contact centre and customer engagement capabilities, including voice and digital channels, automation, recording, analytics and integrations. The modular structure of the storm Service allows solutions to be designed and configured to meet the Buyer’s specific operational requirements, with UK data sovereignty.
- 1.3 The storm Service is licensed at a product level (for example, CONTACT, UC or Recorder). Each licence may include one or more functional modules or capabilities. The applicable licences and any associated modules are determined in the Service Design Document and are reflected in the applicable Pricing Tables and Call-Off Order Form.
- 1.4 The term “**Service**” or “**Services**” in these Service Specific Terms means the storm Service.

2. Service Term Structure

- 2.1 These Service Terms form part of the Call-Off Contract entered into under the G Cloud 15 Framework.
- 2.2 The Call-Off Contract comprises the Call-Off Order Form, the Supplier’s Service Definition for the Service, and the applicable Call-Off Terms and Conditions.
- 2.3 These Service Terms describe how the Service operates and apply in conjunction with the Call-Off Contract.
- 2.4 In the event of any conflict or inconsistency between these Service Terms and the Call-Off Contract, the Call-Off Contract shall prevail.

3. General Conditions on the Buyer

The Service is available to Buyers that meet and agree the following criteria:

3.1 Additional Service Recipient:

- 3.1.1. If Buyer wishes to add an Additional Service Recipient, then Buyer shall:

- (a) provide the full corporate details of the Additional Service Recipient;
- (b) seek approval in writing from Supplier;
- (c) inform the Additional Service Recipient of the contractual arrangements; and
- (d) agree to pay such additional Charges as Supplier may reasonably request in relation to the approval of such requests.

3.2 Authorised Users: Access by Buyer to the Services and Equipment is limited to authorised Users. Buyer is responsible for ensuring Users’ compliance with this Agreement.

- 3.2.1. If Supplier provides each authorised User with User Details, Buyer is responsible for:

- (a) the security of User Details; and
- (b) providing Supplier with the identity of the authorised Users and keeping that information current.

- 3.2.2. Supplier accepts no liability for any unauthorised or improper use or disclosure of any User Details. Buyer is liable for all acts and omissions relating to the User Details up until the time that it informs Supplier that they are being used without authority or may be compromised.

3.3 AUP: Buyer shall comply with the AUP in using the Services.

3.4 Third Parties: Buyer shall ensure that the Users and all Additional Service Recipients (if any) comply with this Agreement in relation to their use of the Services and Equipment and shall be liable to Supplier for the acts and omissions of the Users and all Additional Service Recipients (if any) in relation to this Agreement. Save as expressly permitted under this Agreement, Buyer shall not resell, distribute, provide or sub-licence the Services or Equipment (except Buyer Equipment) to any third party.

3.5 Terms of Use:

- (a) make unauthorised modifications to the Services;
- (b) use the Services as a means to establish permanent servers, relay connections or interconnection services or any similar commercial activities;



- (c) do anything that causes the Network to be impaired;
- (d) use automated means to make calls and/or texts or to send data (including via a GSM Gateway), unless expressly authorised in this Agreement;
- (e) use the Services in a way that:
 - (i) may reasonably be considered to be a nuisance, defamatory, offensive, abusive, obscene or in violation of any person's rights; or
 - (ii) is illegal, fraudulent or contrary to good faith or commercial practice to Supplier's detriment; or
- (f) use the Supplier's SMS service to send mass notification messages, or mass marketing messages, whether or not the messages are unsolicited unless expressly authorised in this Agreement.

3.6 Service Monitoring: Buyer gives express consent for Supplier to monitor Buyer's use of the Service (and disclosing and otherwise using the information obtained) to the extent allowed by Applicable Law to:

- (a) comply with Applicable Law;
- (b) protect the Network from misuse;
- (c) protect the integrity of the public internet and/or Supplier's systems and Networks;
- (d) determine if Buyer has breached any conditions or restrictions on use of the Service;
- (e) provide the Service; and/or
- (f) take any other actions agreed or requested by Buyer.

3.7 Compatibility: Buyer shall ensure its systems, equipment and processes satisfy any Technical Prerequisites and if required to be used in conjunction with the Equipment and/or the Services, are in good working order (if applicable) and are compatible for use with the Equipment and/or the Services. Supplier shall use reasonable endeavours to advise Buyer of relevant requirements on request, but in no event shall Supplier be responsible for any performance or non-performance issues with the Equipment and/or the Services, or liable to support the Equipment and/or the Services, if Buyer's systems, equipment, or processes fail to satisfy the Technical Prerequisites or are otherwise incompatible with the Equipment and/or the Services. Supplier may suspend the provision of any Service for which Technical Prerequisites have not been procured within the specified period and charge Buyer any applicable Recovery Charge.

3.8 Security and Misuse: Buyer shall take reasonable steps in line with commercial good practice with entities it controls to limit misuse of or threat to the Service or Network; and address any misuse or threat identified by Supplier through the implementation of appropriate security or user controls. Buyer shall not run any security tests, vulnerability scans or penetration tests on Supplier Equipment or Services without Supplier's prior written approval. Supplier shall have no liability regarding the security of any End Products.

3.9 Unauthorised Equipment or Repairs: Buyer acknowledges that:

- (a) Equipment or Buyer Equipment not authorised for use on the Network; or
- (b) any unauthorised attempt to repair or tamper with the Equipment, may result in an impaired User experience and/or invalidate the manufacturer's warranty.

3.10 End of Life

3.10.1 Notification: Where Equipment is End of Life, Supplier may, on provision of reasonable notice:

- (a) retire the Equipment; and/or
- (b) provide the Buyer with an option of replacement Equipment which provides equivalent or improved functionality to the extent that alternatives are available.

3.10.2 Replacement: Where End of Life Equipment is replaced in accordance with clause 3.10.1 (Notification), the costs of such replacement shall be charged to Buyer a One-Off Charge and invoiced accordingly.

3.10.3 Continued Use: Where, following receipt of an End of Life notification in accordance with this clause, Buyer continues to use End of Life Equipment, or does not use its best endeavours to allow Supplier to replace the End Of Life Equipment, Supplier:

- (a) shall have no maintenance obligations for the End of Life Equipment;
- (b) shall not be liable for Buyer's use of the End of Life Equipment;



- (c) shall not be liable for any service levels relating to the Equipment; and
- (d) reserves the right to suspend all or part of the affected service.

3.11 Buyer Equipment: Where Buyer provides Buyer Equipment for use with a Service, Buyer shall (and Buyer acknowledges that failure to do so will excuse Supplier from liability for failure to deliver the Service):

- (a) install and configure the Buyer Equipment at Buyer Sites by the date necessary to allow Supplier to perform its obligations;
- (b) maintain the Buyer Equipment to Supplier's satisfaction, including prompt installation of security patches and updates;
- (c) immediately replace any Buyer Equipment which is declared by its manufacturer as end-of-life (or otherwise stops marketing, selling or supporting it) and notify Supplier of any such replacement;
- (d) promptly after the Service terminates, give Supplier access to and reasonable help with disconnecting Buyer Equipment from the Service; and
- (e) warrant and undertake that Buyer has full authority to permit Supplier to perform the Service using the Buyer Equipment.

3.12 Exclusions:

3.12.1. Supplier does not guarantee that the Services will be continuously available and/or fault-free and Buyer acknowledges that faults may occur from time to time. This acknowledgement is without prejudice to any specific service levels agreed between the Parties in this Agreement.

3.12.2. Buyer is responsible for satisfying itself that the Services and any Equipment are suitable for its intended purpose and requirements (including but not limited to any resiliency and/or business continuity requirements). Supplier does not warrant or represent that the Services and Equipment are or will be fit for Buyer's intended purpose and requirements. Supplier recommends that Buyer obtains business continuity (or other) insurance that is appropriate for the nature of its business.

3.12.3. Supplier is not responsible for any content, goods or services which are accessed, downloaded or transmitted by Buyer through use of the Services, nor for any End Products. Supplier accepts no responsibility for any such content, goods, services or End Products. Buyer shall take appropriate measures to back up data and otherwise protect against loss of data under this Agreement.

3.12.4. Buyer acknowledges that the Service is not intended for use by Consumers in the European Union. Without prejudice to the foregoing, the Buyer shall immediately notify Supplier if it becomes aware that anyone other than Supplier has made available, or intends to make available, the Service to a Consumer in the European Union.

3.13 Termination: Where Buyer terminates the Call-Off Contract during the Call-Off Contract Period, the Buyer agrees to pay Supplier's reasonable and proven losses resulting from the termination of the Call-Off Contract.

3.14 Network Sunset

3.14.1. Buyer hereby acknowledges and accepts that:

- (a) certain Network technologies used to provide the Service on Supplier Equipment or Buyer Equipment may retire prior to the expiry of the contract; and/or
- (b) current Networks may be replaced by further advanced Network technologies during the term of the Call-Off Contract.

3.14.2. As a result, Buyer agrees that maintaining compatibility of its devices with the available Networks from time to time shall be its responsibility.

3.15 Planned Service Changes by Third-Party Providers: Supplier has been informed that BT Openreach (the "Third-Party Provider") for legacy PSTN is withdrawing the service, with full switch off expected to be complete by 31 January 2027. Supplier is entitled to move the Buyer from legacy PSTN to Ethernet Access Method as and when required. Buyer will be advised of an alternative Service Element and the associated Charges, as set out in this Service Offer below. Buyer will have the option to either order an alternative Service Element or to cancel the affected Service Element only in accordance with the terms of this Service Offer and Call-Off Contract.

3.16 Format: If Buyer requires this Agreement (or any bills, communications or a document referred to in this Agreement) in a different format, call 03333 043 222 or email disability.access@vodafone.co.uk for a large print, braille version, dyslexia-friendly or audio CD version. These contact details are for accessibility help only.

4. Tiered Support Services conditions on Buyer

4.1 Buyer shall:



- 4.1.1. Nominate, and notify Supplier of, one or more points of contact with contractually binding authority to be the primary management interface between Buyer and Supplier and enable Supplier's delivery of Tiered Support Services;
- 4.1.2. Provide Supplier with an email address for day-to-day correspondence and notify of any changes; and
- 4.1.3. Maintain a Buyer's Service Desk as the initial point of contact between Supplier and the Buyer for any suspected or reported Incidents.

4.2 Buyer shall ensure it:

- (a) Provides Supplier with a key site list of all Buyer Sites that should be prioritised in the event of a BMI ("Key Sites") by the Service Commencement Date;
- (b) Only 10% of the total Buyer Sites can be identified as Key Sites, e.g., if the Buyer has 17 sites, 2 can be Key Sites.
- (c) Notifies Supplier of any updates or amendments to the Key Site list during the Contract Period by email to the appointed service manager at Supplier; and
- (d) Carries out an initial analysis of any Incident reported to its Buyer's Service Desk, to establish whether the Incident should be referred to Supplier.

5. Service Specific Conditions of Use

5.1 The Service sits on a communications infrastructure and can be delivered in conjunction with Supplier's IP VPN.

5.2 Third Party Provider:

- 5.2.1. Supplier will provide the Service through its Third Party Provider, Content Guru.
- 5.2.2. If the Buyer requires third party software or services for the Service, then use of such software or service may be subject to Buyer accepting additional terms and conditions as advised by Supplier and/or the Third Party Provider. Failure to accept such terms and conditions may mean that Buyer is unable to access the Service.

5.3 Coverage Bands and Frame Delay Service Degradation Information: A non-binding description of available Coverage Bands and target Frame Delay service levels are available from the Supplier upon request.

5.4 Security and Third-Party Exclusions:

- 5.4.1. Supplier has no obligation to Buyer and Supplier assume no liability whatsoever in connection with:
 - (a) security tests conducted by Buyer or third parties including but not limited to government security accreditation, security penetration tests, security audits against industry standards such as ISO 27001 or payment card industry ("PCI") requirements;
 - (b) Buyer's Equipment or Equipment installation or maintenance contracts with a third-party or any work carried out by that third party;
 - (c) internet access that is not directly supplied by Supplier; or
 - (d) Security or User controls on Supplier or Buyer Equipment.

5.5 Emergency Services

- 5.5.1. The Service is designed to comply fully with Ofcom regulations regarding caller location information for 999 and 112 calls to UK emergency services.
- 5.5.2. Users accessing the central PSTN breakout from outside the UK will not be able to make emergency calls. The Buyer shall ensure that such Users are provided with an alternative means of contacting emergency services.
- 5.5.3. Supplier will allocate local geographic telephone numbers to the Buyer Site addresses provided by the Buyer. Supplier will store the geographic telephone numbers in the Handsets located at each of those Buyer Sites. Supplier will then pass this information to the emergency services operator to enable them to determine the location of the caller in the event that an emergency services call is made from a Buyer Site using one of those Handsets. If Buyer does not provide Supplier with accurate and up to date Buyer Site address and Handset information, then this may result in the emergency services being despatched to the wrong location with potentially serious consequences.
- 5.5.4. The Buyer shall provide the Supplier with no less than 10 days' notice of any change to the location of any Handset used in connection with the Services, to enable the Supplier to update the emergency services accordingly.



5.5.5. Users that use the Services via a soft client, which includes Microsoft Teams where applicable, will be required to answer questions from the emergency services operator to enable their location to be identified when making a call to the UK emergency services.

5.6 Exclusions of Supplier Responsibility: Supplier has no obligation to Buyer in connection with:

- (a) Security tests conducted by Buyer or third parties, including but not limited to government security accreditation, security penetration tests, security audits against industry standards such as ISO 27001 or payment card industry (“PCI”) requirements;
- (b) Buyer’s Equipment or Equipment installation or maintenance contracts with a third-party or any work carried out by that third party;
- (c) Internet access that is not directly supplied by Supplier; or
- (d) Security or user controls on Supplier or Buyer Equipment.

5.7 Equipment

5.7.1. Where Supplier provides Equipment in conjunction with the Service, this clause 5.7 applies:

- (a) **Supplier Handsets:** if Buyer purchases Handsets from Supplier, Buyer and Users must use them in accordance with the instruction manual provided.
- (b) **Buyer Handsets:** Buyer may only use Buyer Handsets approved by Supplier and listed in the Supplier PBX approved device list, available on request.

5.7.2. **Warranty for Supplier Handsets:** The warranty period will be in accordance with the third-party warranty and will commence on the date risk in the Supplier Handset passes to the Buyer.

5.7.3. **Faulty Handset:** If a Supplier Handset develops a fault, Buyer must return the Handset to the Supplier promptly. Upon receipt, Supplier will determine if the fault is covered by the warranty or if it is due to damage caused by the Buyer:

- (a) If the fault is caused by the Buyer, the Buyer will be charged for a replacement Supplier Handset.
- (b) If Supplier confirms the fault is covered by the warranty, Supplier will repair the Supplier Handset where possible or replace it with the same or equivalent model with similar specification.

5.8 Replacement Supplier Handset(s): Any replacement Supplier Handset(s) will only have the remaining warranty period of the original Supplier Handset.

5.9 Outside of Warranty Period: If Buyer reports a fault with a Supplier Handset which cannot be resolved, Buyer must keep the Supplier Handset and order and pay for a replacement Handset from Supplier.

5.10 Collection and Return Costs: Buyer is responsible for all costs associated with the collection and return of the Supplier Handset, both during and outside the warranty period.

5.11 PCI Compliance:

5.11.1. The storm PADLOCK and LOCK service as described in the Service Definition, are PCI Compliant, and a copy of the attestation certificate is available on request.

5.11.2. Save as set out above, Supplier does not warrant that the Service will be PCI Compliant or that the Services will enable Buyer to be compliant with Applicable Privacy Law.

5.12 Licence Reallocation: The Buyer may reallocate a Base Security Licence from a User who has been removed from the Service to a new User. Following any such reallocation, the Buyer may not reallocate that same Base Security Licence to any other User for a period of 90 calendar days from the date of reallocation (“Reallocation Suspension Period”). Following the expiry of the Reallocation Suspension Period, the Buyer may reallocate the Base Security Licence again.

5.13 Termination

5.13.1. Supplier shall be entitled to terminate these Service Specific Terms or the provision of the Services in the event that:

- (a) the licence or regulatory authorisation under which the Telecommunications Administration of Origin (“**TAO**”) conveys the calling party’s Call expires or is terminated;
- (b) any interconnection agreement between Supplier and another public telephone operator relating to the Services expires or is terminated and is not renewed forthwith on equivalent terms;
- (c) the telephone number(s) allocated to Supplier by the TAO or Ofcom for the provision of Services is (are) withdrawn or are no longer made available by a TAO or Ofcom; or



- (d) Supplier has reason to suspect fraud or artificially inflated traffic (“**AIT**”) in respect of use of the Services by the Buyer or the Buyer’s customers;
- (e) the Services shall terminate automatically in respect of and to the extent that the Buyer elects to port any of the Inbound Numbers to a third party and, in such circumstances:
- (i) the Buyer shall provide Supplier with, at least 7 days’ notice in relation to any Non-Geographic Numbers and, at least 25 days’ notice in relation to any Geographic Numbers;
- (ii) Supplier shall be entitled to treat any such termination as a termination for convenience in relation to the affected numbers by the Buyer and Buyer shall be obliged to pay the Recovery Charges as set out in the Call-Off Order Form;
- (iii) the Buyer shall also be obliged to Supplier’s standard processing charges for porting any numbers to a Third Party Provider as set out in the Call-Off Order Form; and
- (iv) Supplier shall not be obliged to provide any Services to the Buyer in respect of any Inbound Numbers that the Buyer has ported.

5.14 Publicity: Supplier may publicly refer to Buyer as being a customer using the Service.

6. Technical Pre-requisites

6.1 During the Implementation Period, the Buyer will be required to complete the following actions (“Technical Pre-requisites”):

Service Specification Document

- 6.1.1. Buyer will need to agree and sign-off a Service Design Document with Supplier in accordance with the process and timeframe agreed in the Service Design Document or within 10 Working Days from the draft Service Design Document being issued to the Buyer, should a timeframe not be detailed in the Service Design Document.
- 6.1.2. Upon delivery of the Services, the Buyer shall perform User Acceptance Testing (“UAT”) in accordance with the process and timeframe agreed in the Service Design Document, or within 10 Working Days from UAT being made available to the Buyer should a timeframe not be detailed in the Service Design Document.
- 6.1.3. Buyer shall sign-off the UAT in the timeframe agreed within the Service Design Document, or within 10 Working Days from the UAT being made available to the Buyer should a timeframe not be detailed in Service Design Document, following which, providing no material non-conformities with the Service Design Document have been notified to Supplier during this period, Buyer shall be deemed to have fully Accepted the Services and the Services shall be considered ‘live’.
- 6.1.4. For the avoidance of doubt, except where a delay occurs solely attributable to the act or omission of Supplier, invoicing for monthly recurring charges shall commence upon the earlier of:
 - (a) completion of UAT and Acceptance of the Service;
 - (b) Buyer’s use of the Services in a live environment excluding any trial usage or UAT which may take place in a production environment;
 - (c) The expiry of the 10th Working Day after the Services have been made available to the Buyer for UAT purposes (providing no material issues have been raised by the Buyer during this period); or
 - (d) Conclusion of the Implementation Period, whether or not the Buyer has fulfilled the Technical Pre-requisites.

7. Data Protection

Vodafone as a Data Controller

7.1 Vodafone as a Data Controller: Supplier acts as an independent Data Controller for the Processing activities in these clauses 7.1 to 7.5 (Data Controller role and processing activities) and any additional activities listed in the Service Terms.

7.2 Buyer as a Data Controller: The Parties acknowledge that Buyer will also act as an independent Data Controller for any Personal Data relating to Supplier employees or representatives, for example business contact information.

7.3 Processing Activities: Supplier may process:

7.3.1. Personal Data to:

- (a) manage account relationships;
- (b) send bills;
- (c) fulfil an Order or delivery;



- (d) provide customer service; and
- (e) control access to Supplier's systems that support the Services.

7.3.2. As an electronic communications service's provider, Traffic Data in accordance with Applicable Laws to:

- (a) deliver User communications;
- (b) calculate Charges for each User;
- (c) identify threats to the Network or Services and protect against them; and
- (d) internally develop and improve the Network or Services.

7.4 Data Disclosures: Supplier may disclose Personal Data and Traffic Data:

- (a) to Vodafone Group or third parties for the purpose of supporting the Processing activities described in this clause 7 (Data Protection) or as permitted under Applicable Privacy Law; and
- (b) as required by Applicable Law, court order, or any Authority (including Privacy).

7.5 Privacy Notice: Supplier's privacy notice can be accessed at: www.vodafone.co.uk/privacy.

Vodafone as a Data Processor

7.6 Vodafone as a Data Processor: Supplier acts as a Data Processor for the specific processing as set out in the relevant Service Terms.

7.7 Processing Personal Data: Supplier may only Process Personal Data on behalf of the Buyer:

- (a) to provide and monitor a Service as outlined in the Service Terms; or
- (b) for any other purpose agreed in writing between the Parties. Additional instructions from Buyer require prior written agreement and may be subject to Charges.

7.8 Changes to Sub-Processors: If Supplier adds or replaces a Sub-Processor, Supplier shall inform the Buyer of changes to Sub-Processors where Supplier is required by Applicable Privacy Law by:

- (a) providing at least 10 Working Days' prior notice; or
- (b) listing the new or replacement Sub-Processor on www.vodafone.co.uk at least 10 Working Days before Supplier authorises and permits the new or replacement Sub-Processor access to Personal Data in order to give the Buyer the opportunity to reasonably object to such changes.

7.9 Sub-Processor Obligations: Supplier will enter into binding agreements with its Sub-Processors, who will have substantially the same legal obligations for Processing activities as Supplier under these clauses 7.6 to 7.17 (Data Processor role and related requirements). Supplier will be liable to Buyer for the performance of that Sub-Processor's obligations.

7.10 Data Retention: Supplier may keep Personal Data for as long as required to deliver the Service. After this Agreement is terminated, and unless Applicable Law requires otherwise, Supplier will:

- (a) delete the data within a reasonable time frame;
- (b) return the data if the Buyer provides notification before termination of the Agreement.

7.11 Data Access: Supplier may give access to Personal Data only if necessary to meet its obligations in relation to the Service and will take reasonable steps to ensure that whoever accesses the data:

- (a) is under a statutory or contractual obligation of confidentiality;
- (b) is trained in Supplier's policies for handling Personal Data; and
- (c) does not Process Personal Data except as instructed by Buyer, unless Applicable Law requires otherwise.

7.12 Data Security:

7.12.1. As required by Applicable Privacy Law, Supplier will:

- (a) provide technical and organisational measures for a level of security appropriate to the risk presented by Processing taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing;
- (b) comply with Supplier information security policies based on ISO / IEC 27001:2013;
- (c) give Buyer all information, assistance, and co-operation it may reasonably require to comply with Applicable Privacy Law;



- (d) notify Buyer without undue delay of any unauthorised access to Personal Data that results in loss or unauthorised disclosure of, or alteration to, Personal Data;
- (e) provide reasonable assistance to Buyer in relation to any Personal Data breach notification that Buyer is required to make under Applicable Privacy Law; and
- (f) when requested by Buyer and before any Processing, provide reasonable assistance with:
 - (i) carrying out a privacy impact assessment of the Services; and
 - (ii) consulting the relevant Privacy Authority regarding Processing activities related to the Services.

7.12.2. Further information on data security measures can be found at www.vodafone.com/business/customer-security.

7.13 Audits and Inspections: If Buyer has a right of audit and inspection under Applicable Privacy Law, it agrees to act as follows:

- (a) Buyer may ask to review Supplier's security organisation, and the good practice and industry standards contained in Supplier's information security policies no more than once each calendar year, and any such review shall relate only to data protection compliance of the Services; and
- (b) ensure its instructions comply with Applicable Privacy Law. Supplier will inform Buyer if it believes any Buyer instruction infringes Applicable Privacy Law or any confidentiality obligations.

7.14 Buyer Responsibilities: Buyer accepts and agrees that they are responsible for:

- (a) reviewing the information Supplier makes available; and
- (b) determining if the Services meet Buyer's requirements and legal obligations.

7.15 Onward Transfers out of the EEA and UK: Supplier may onward transfer Personal Data to a country outside the European Economic Area, the UK or a country that has not been designated by the European Commission or Secretary of State in the UK as ensuring an adequate level of protection under Applicable Privacy Law, only if:

- (a) the data is transferred in line with the requirements under Applicable Privacy Law;
- (b) the Processing or transfer does not put any Buyer in breach of Applicable Privacy Law; or
- (c) Applicable Law requires it. In this case, Supplier will inform Buyer of that legal requirement before Processing, unless prohibited by Applicable Law.

7.16 Law Enforcement: Supplier:

- (a) may receive legally binding demands from a law enforcement authority for the disclosure of, or assistance with Personal Data, or be required by Applicable Law to disclose Personal Data to persons other than Buyer ("Demand");
- (b) is not in breach of any obligation to Buyer in complying with the Demand; and
- (c) will notify Buyer of the Demand as soon as possible, unless prohibited by Applicable Law.

7.17 Data Subject Enquiries: Taking into consideration the nature of the data processing conducted by Supplier on behalf of the Buyer, Supplier shall assist the Buyer by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Buyer's obligation to respond to requests for exercising the data subjects' rights laid down in Applicable Privacy Law.

8. Service Elements

8.1 Service Description: The Service is a cloud-based, omni-channel contact centre and customer experience solution, hosted in Supplier data centres, providing inbound and outbound communications capabilities. The Service consists of modular building blocks that may be deployed in any combination to support the Buyer's requirements and solution design.

8.2 Licensing Structure:

- 8.2.1. The Service is configured for the Buyer based on the Buyer's requirements and the SERVICE DESIGN DOCUMENT. The Supplier will work with the Buyer to identify propose the licences, modules, services and configurations that best suit the Buyer's requirements and that are required to deliver the agreed solution. Those licences and services will be confirmed in the SERVICE DESIGN DOCUMENT and applicable Call-Off Order Form.
- 8.2.2. Licences may enable access to products and capabilities and/or provide capacity (for example, user licences, channel capacity, storage, tokens or usage entitlements).



8.2.3. The Service may be delivered under either of the following licensing models (as specified in the Call-Off Order Form):

- (a) **Named User Model:** licences are assigned to a specific named User and may only be used by that User; and/or
- (b) **Concurrent User Model:** licences are shared between Users. Agents and supervisors can only log in if the required concurrent licences are available. Once all concurrent licences are in use, no additional Agents with that feature can log in ("Concurrent User Model").

Example:

An organisation may order 150 agent base security licences and 50 concurrent omni-channel licences. This allows 150 named agents to be created on the system, but only 50 agents can log in simultaneously to handle contacts and interactions ("Concurrent User Model").

8.2.4. Contingency Licensing

- 8.2.4.1. The Buyer may purchase contingency licences, which are reserve concurrent licences held to provide additional capacity where unexpected demand requires more Users to be logged in concurrently than the Buyer's standard concurrent licence allocation.
- 8.2.4.2. Contingency licences do not increase the Buyer's standard concurrent licence allocation unless and until such licences are activated through use.
- 8.2.4.3. Contingency licences are charged at a reduced recurring rate, as set out in the Pricing Document, to maintain the availability of additional capacity.
- 8.2.4.4. Where one or more contingency licences are used during a billing period, the Buyer shall be charged the full recurring concurrent licence charge for the maximum number of contingency licences activated concurrently during that billing period, in addition to the reduced recurring charge applicable under clause 8.2.4.3.

8.3 Charges and Pricing Document:

8.3.1. Charges for the Service are set out in the Pricing Document and the applicable Call-Off Order Form.

8.3.2. Pricing may consist of the following elements:

- (a) **Setup Charges:** One-off Charges covering professional services and activation of licensable elements such as users and software services.
- (b) **Seat Charges:** Software licenses charged monthly. These can be either per Named User or per Concurrent User:
 - (c) Named User: a fixed-seat licence assigned to a single named user and only that user can log in to use services.
 - (d) Concurrent User: licences that give a single user access to the system and are shared between users. Agents and supervisors can only log into services if concurrent feature licences of the types assigned to them are available. Note that in a concurrent model, each individual user of the system still requires a named base security licence to access the solution.
- (e) **Usage charges:** Based upon actual service usage and include items such as per minute call charges, SMS charges and recording charges.
- (f) **Professional Services:** charged at a daily rate, covering system installation and configuration, integration and development work, consultation and bespoke project design, training, and additional on-site assistance.

8.4 Changes to Service: If the Buyer requests a change to the configured Service, the Supplier may need to amend the Service Design Document and agree any applicable Charges with the Buyer. Any additional Charges will be set out in the Call-Off Order before implementation.

8.5 Licence Families

- 8.5.1. The storm Service is provided through several licence families, each of which comprises one or more functional modules. Each licence family represents a distinct category of capability (for example contact handling, administration, automation or integrations), and the modules within a licence family provide specific functionality within that category.
- 8.5.2. These Service Terms do not seek to describe every available module or feature. Instead, it describes only those licence families and modules where it is necessary to set out operational conditions, dependencies, limitations, regulatory requirements, or Buyer obligations. All other functionality is enabled purely on a commercial basis and is governed by the licences purchased, as set out in the Pricing Document and the applicable Order.



- 8.5.3. Certain functionality, interfaces and service components are included as standard as part of the Service and do not require the purchase of a separate licence. Where such functionality gives rise to operational conditions, regulatory requirements, dependencies, limitations or Buyer obligations, those matters are set out in these Service Terms. The absence of a separate licence or charge for such functionality does not limit the applicability of the relevant terms.
- 8.5.4. The available licences for the Service are as follows, as identified in the Pricing Document:
- (a) **CONTACT:** CONTACT is the core contact centre, enabling inbound and outbound interaction handling across voice and digital channels and provide agent and supervisor functionality.
 - (b) **Administrator Licences:** licences used to configure, manage and govern aspects of the Service (for example service design, routing administration, reporting configuration and data handling);
 - (c) **AI and Automation:** machine agent and agent-assist capabilities, tokens and usage entitlements;
 - (d) **PCI Compliant Card Payment Services:** enables Buyers to offer payment services such as LOCK and PADLOCK, alongside any required connectors;
 - (e) **Customer Knowledge System ("CKS"):** CKS user/admin licences and related features such as postcode lookup and knowledge management options;
 - (f) **Workforce Management ("WFM"):** WFM licences (native or third-party integrated, where applicable);
 - (g) **Quality Management ("QM"):** interaction evaluation and scoring licences and related administrative roles;
 - (h) **Unified Communications ("UC"):** back-office telephony/UC licences and related options; and
 - (i) **Other/Miscellaneous:** ancillary licences, access points, numbers, device security fees, and similar items (for example WhatsApp access points, DDI rental, SMS short codes/keywords, SIP trunk channels, hardphone security fees).
- 8.5.5. The exact licences and quantities applicable to the Buyer will be those set out in Service Design Document and Call-Off Order Form.

8.6 Licence Family-Specific Terms and Module Conditions

- 8.6.1. This section sets out licence family-specific terms, conditions, dependencies and Buyer obligations that apply to certain modules and capabilities within the Service.
- 8.6.2. Each subsection below relates to a specific licence family identified in clause 8.5.4. The clauses apply only where the Buyer has purchased the relevant licence(s), as set out in the Service Design Document and Call-Off Order Form.
- 8.6.3. This section does not describe all available modules or features. It includes only those modules where it is necessary to:
- (a) allocate risk or responsibility;
 - (b) describe operational dependencies or prerequisites
 - (c) address regulatory or compliance requirements; and/or
 - (d) clarify limitations or service boundaries.

8.7 Contact Licence Family

CONTACT

- 8.7.1. **Scope:** where purchased, this Service Element provides the main inbound and outbound contact centre functionality. Where Voice is to be used within CONTACT, telephone numbers are required. Calls received using such numbers may be routed to UK or international contact centres and may also be redirected as outbound calls to a User's fixed or mobile number (in the UK or internationally), subject to technical feasibility and Applicable Law.
- 8.7.2. **Number Types:** subject to availability, the Buyer may select from the following number types (as set out in the Service Design Document):
- (a) UK Freephone Numbers (080);
 - (b) UK Geographic Numbers (01 and 02);
 - (c) Non-Geographic Numbers (03);
 - (d) Service Charge Numbers (084, 087, 118); and
 - (e) International Freephone Numbers.



- 8.7.3. **Intelligent Network Routing:** calls to inbound numbers are routed via the Supplier's Intelligent Network. At the Buyer's request, calls may be delivered directly to a specified phone line or routed to variable destinations using criteria stored in a routing plan (for example time of day or day of week). Onward connection to UK or international numbers will incur per-minute call delivery charges in accordance with the tariffs in Annex 2 of the Pricing Document.
- 8.7.4. **International Freephone:** international freephone numbers enable callers outside the UK to dial a local toll-free number and be connected to a Buyer destination (including a UK contact centre). International freephone numbers vary by country.
- 8.7.5. **Memorable Numbers:** subject to availability, the Supplier may provide "memorable" or premium number selections (sometimes referred to as Gold Numbers and Silver Numbers) at the Buyer's request. Where the Buyer requests the allocation of a specific number, the Buyer is responsible for carrying out any necessary checks to ensure that its use is lawful and appropriate for the Buyer's intended purpose. The Supplier will have no liability in respect of the Buyer's selection or use of a requested number.
- 8.7.6. **Number Ownership, Control and Changes:** unless otherwise agreed, the Buyer does not own any telephone numbers provided under this Service Element and must not sell, transfer, assign or register such numbers as trademarks.
- 8.7.6.1. The Supplier may withdraw or change a telephone number for regulatory or legal reasons and will use reasonable endeavours to provide advance notice where practicable.
- 8.7.6.2. Ofcom or another relevant authority may introduce, amend or withdraw Number Types or rules. If this requires changes to the Service, the Supplier will use reasonable endeavours to give the Buyer as much advance notice as reasonably practicable in the circumstances.
- 8.7.7. **Porting:** subject to this clause, inbound numbers allocated to the Buyer by other communications providers may be ported to the Supplier's network. All porting requests and transfers are subject to technical feasibility, regulatory requirements (including Ofcom Regulations), Applicable Law and the Buyer providing the required authorisation documentation.
- 8.7.7.1. Where porting is requested:
- (b) the Supplier will confirm with the third-party supplier to confirm whether a porting agreement exists in respect of the requested numbers;
 - (c) the Supplier will notify the Buyer whether the numbers can be ported;
 - (d) the Buyer must provide a letter of authority, a network amendments data fill form, and a recent bill from the Buyer's current provider to Supplier, and porting cannot proceed until this information has been received by the Supplier;
 - (e) telephone numbers ported from another provider (non-Supplier numbers) may, upon cessation of the Service, either be returned to the original range holder or ported onward to a gaining network provided; and
 - (f) all porting requests and transfers are subject to applicable Supplier terms and Applicable Law, including Ofcom regulations.
- 8.7.8. **INTEGRATE:** enables storm Services applications to communicate with external, third-party systems and databases. Buyer will be provided with INTEGRATE API and INTEGRATE plugins. INTEGRATE may be used in conjunction with FLOW, VIEW Reporting, and Data Management, where licensed.
- 8.7.9. Use of the INTEGRATE API and INTEGRATE plugins may be subject to third-party licence terms. The Buyer acknowledges that it is responsible for accepting and complying with any applicable third-party licence terms to use the relevant integration.
- 8.8 Included CONTACT Functionality (no separate licence required)**
- Desktop Task Assistant ("DTA"):**
- 8.8.1. DTA is the primary desktop interface through which licensed Users access and handle interactions within the Service and is included within the Base Security Licence. The DTA enables Users to manage voice and digital interactions, access integrated features, and perform permitted operational tasks associated with the licences assigned to them.
- 8.8.2. Where Web iPath is licensed, audio may be delivered directly into the DTA using WebRTC technology, removing the requirement for a separate handset or softphone.
- Recording of Interactions**
- 8.8.3. Recording of Interactions is recording functionality that enables the capture of customer interactions across supported communication channels. Recorded interactions capture interaction content only (for example, audio or message content) and do not record Agent screen activity. Recorded interactions may be accessed, reviewed and exported, subject to the Buyer holding the appropriate licences for recording storage, access and management. Additional capabilities such as Quality



Management, Transcription, Screen Recording and Speech/Text Analytics are complementary to this Service Element and are only available where separately licensed.

- 8.8.4. The Recording Manager module within the Administrator Licence Family is required to access the RECORDER interface.

Music on Hold

- 8.8.5. Music on Hold enables the Buyer to play music to callers while on hold. The following conditions apply:
- (a) Where the Buyer uses music other than the standard system-provided options, the Buyer is responsible for holding all necessary licences and permissions (including PRS and other applicable copyright licences).
 - (b) The Buyer shall indemnify the Supplier against any losses, damages, costs and claims arising from a third-party allegation that the Buyer's selected music infringes intellectual property rights. The Supplier shall use reasonable endeavours to notify the Buyer of any such claim and shall not settle the claim without the Buyer's involvement.
 - (c) The Supplier may suspend or withdraw this Service Element where it reasonably believes that the Buyer's use of the service infringes, or may infringe, third-party rights.

8.9 Unified Communications ("UC") Family

SIP Trunking

- 8.9.1. SIP Trunking provides IP-based voice connectivity enabling integration with on-premises telephony systems. Availability is subject to technical feasibility and licensing.

INTEGRATE: Microsoft Teams

- 8.9.2. Where the Buyer elects to use the Microsoft Teams Integration, the following prerequisites and dependencies apply.
- 8.9.3. Buyer must have the required Microsoft licensing in place:
- (a) for calling, Users require a Microsoft 365 license, such as E3, and a separate Phone System add-on licence, or a Microsoft Licence which already includes the requisite Phone System license, such as E5.
 - (b) for Compliant Recording, Users require a Microsoft 365 license that supports the Microsoft Communications DLP service plan, such as E5.
- 8.9.4. The Buyer is responsible for configuring and maintaining its Microsoft Teams Environment, including:
- (a) applying Microsoft Teams to Buyer-owned devices used to access the Service;
 - (b) ensuring such devices meet Microsoft Teams operating system and compatibility requirements;
 - (c) assigned Direct Dial-In ("DDI") numbers to Microsoft Teams Users, where required; and
 - (d) configuring Microsoft Teams telephony features through the Buyer's Microsoft administration environment.
- 8.9.5. The Buyer must provide the Supplier with accurate site and organisational information required to enable the integration and notify the Supplier of any material changes.
- 8.9.6. The Supplier shall not be responsible for service performance issues arising from the Buyer's failure to meet the above requirements.

INTEGRATE: Vodafone Business Unified Communications ("VBUC") Integration

- 8.9.7. Where the Buyer purchases this module, the prerequisites and conditions set out below apply.
- 8.9.8. The Buyer must purchase and maintain an active VBUC service ("Mandatory Accompanying Service"), which can be purchased from the Supplier Vodafone under G Cloud 15 Lot 2b.
- 8.9.9. The Buyer is responsible for installing, configuring and maintaining the VBUC service and the integration between the VBUC service and the storm Service, in accordance with any configuration guidance provided by the Supplier.
- 8.9.10. The Buyer must ensure that Users and the integration between the VBUC service and the storm Service, in accordance with any configuration guidance provided by the Supplier.
- 8.9.11. The VBUC service is responsible for generating and transmitting Presence status notifications to the Service. The Buyer acknowledges that:
- (a) the Presence states 'On Call'; 'Do Not Disturb'; and 'In Meeting', will show as 'Unavailable' within the storm Service;



- (b) the VBUC Service does not notify when a VBUC User logs out of the VBUC Service, and accordingly, may display a User's last known Presence status after logout; and
- (c) the Presence information relies on public facing APIs that are outside of the Supplier's control.

8.9.12. If the Buyer terminates the VBUC service or allows it to expire, the VBUC Integration Service Element will continue until the end of its current contract term.

8.9.13. The Supplier shall not be responsible for service performance issues arising from the Buyer's failure to comply with the requirements set out in this clause.

8.9.14. The Service Levels applicable to the storm Service shall apply to the Supplier's performance of the VBUC Integration Service Element. The VBUC service itself is subject to the service levels set out in the applicable VBUC service terms.

8.10 PCI Compliant Card Payment Services Family

LOCK and PADLOCK

8.10.1. LOCK and PADLOCK provide PCI DSS Level 1 compliant payment processing capabilities. The Buyer may select one or both of the following options:

- (a) LOCK: an automated and unassisted payment flow, typically delivered via IVR; and/or
- (b) PADLOCK: an agent-assisted payment flow, initiated by an agent and supported via the DTA.

8.11 Customer Knowledge System ("CKS") Family

CKS Standard

8.11.1. CKS can be deployed as a standalone customer data platform, used as the Buyer's primary Customer Relationship Management ("CRM") system, or integrated with third-party and in-house data systems, in each case subject to scoping and applicable Charges. CKS may also be used in conjunction with licensed contact channels to support customer interactions across voice and digital channels.

8.11.2. CKS includes optional Knowledge Management functionality, which integrates with DTA to present content to Users during customer interactions. Knowledge Management can be implemented to provide multi-channel support through articles and decision trees. The following options are available, subject to scoping and applicable Charges:

- (a) standalone deployment for both Buyer and its Users;
- (b) public-facing FAQ integration; and/or
- (c) integration with chatbots and storm soft client.

Postcode Picker

8.11.3. Postcode Picker is address lookup functionality, which enables Users to enter a postcode and select a validated address from a list. Where the Buyer requires postcode lookup for both the UK and the Republic of Ireland, the "CKS – Postcode Picker (UK and Republic of Ireland) licence must be purchased.

8.12 AI & Automation Family

8.12.1. Vodafone storm includes an AI orchestration layer ("brain®") that is built into the Vodafone storm platform. AI and Automation features include voice and chat bots (Machine Agent™), Natural Language Processing ("NLP") and Realtime Transcription and Summarisation ("RTAS™"). Buyer acknowledges and accepts that AI functionality will be provided by a third-party and may be subject to the Buyer's compliance with the applicable third-party terms. No Buyer or Buyer's customer data is used for AI learning or training of models by default.

8.12.2. The Buyer acknowledges and agrees that:

- (a) The AI transcription, summarisation, and recording features are provided on an "as is" basis and may contain inaccuracies; the Buyer is responsible for reviewing and verifying all outputs.
- (b) The Buyer is solely responsible for obtaining all necessary notices, consents, and permissions required to record, transcribe, or process any audio or communications using the Services.
- (c) AI generated summaries are provided for convenience only and may omit material information; Supplier and Third Party Providers shall have no liability for reliance on such summaries.
- (d) Outputs generated by the Services do not constitute legal, medical, financial, or other professional advice.



- (e) Recordings, transcripts, and related data may be processed or hosted by third party or cloud service providers as described in the applicable data processing terms but will not be used for training the AI tools.
- (f) The Services may misinterpret unclear audio, overlapping speech, or contextual nuances, and the Supplier shall not be liable for any resulting inaccuracies.
- (g) The Buyer remains solely responsible for any decisions, actions, or outcomes arising from the use of AI generated outputs.
- (h) This Service is not intended for sale or use in the EU.
- (i) The Buyer bears sole responsibility for any sensitive, confidential, or restricted information that is recorded by the AI tools.

8.12.3. The Buyer accepts that Supplier and Third Party Providers shall not be liable for any consequences of the Buyer's failure to comply with clause 8.12.2.

8.13 Workforce Management ("WFM") Family

8.13.1. WFM functionality is available via storm's native WFM module, or third-party integration via Calabrio. The choice of delivery method does not affect the applicable WFM licence charges. Buyer acknowledges and accepts that Professional Services are required to build and implement WFM.

9. Service Level Agreement

9.1 Incident Management

- 9.1.1. The Supplier shall carry out incident management as part of the Service, which aims to restore service operation to within the applicable agreed Service Levels and minimise the adverse impact of the Incident on the Buyer's business operations.
- 9.1.2. The Supplier shall carry out incident management as part of the Service, which aims to restore service operation to within the applicable agreed Service Levels and minimise the adverse impact of the Incident on the Buyer's business operations.
- 9.1.3. The Buyer may report an Incident through the Supplier's Customer Service Centre on a 24/7 basis (or as otherwise agreed between the Parties), by following the Supplier's Incident reporting process after having conducted appropriate investigations to establish the cause of the Incident before reporting it, including completion of all initial troubleshooting activities previously specified by the Supplier.
- 9.1.4. In such instance, the Buyer shall:
 - (a) provide the Supplier with Incident Information (as defined below);
 - (b) reimburse the Supplier for reasonable expenses associated with a Buyer Site visit where the Incident is found by the Supplier to be unrelated to the Services;
 - (c) permit the Supplier to interrupt the Services at the Buyer Site to resolve a Severity Level 1 Incident (as defined in clause 9.2); and
 - (d) wherever possible, give the Supplier not less than 10 calendar days' notice of any event (including, but not limited to, building work necessitating disconnection of power) that will disrupt the Service.
- 9.1.5. Incident Information shall include:
 - (a) Buyer's name and full contact details;
 - (b) the physical location(s) of the Incident;
 - (c) Buyer Sites affected by the Incident (if relevant);
 - (d) relevant identifiers such as website, IP address, hardware reference;
 - (e) details of circuit reference numbers, Services provided at Buyer Site, status of physical connections to the router, status of power supply, confirmation that a re-start of the router has been attempted; and
 - (f) any other details that may be relevant to diagnosis of the Incident (including symptoms, events or actions leading up to the Incident, any tests carried out in attempting to isolate the problem, any environmental conditions that may be causing the Incident).
- 9.1.6. The Buyer shall procure such co-operation from End-Users and Users and from any of its third party providers as is reasonably requested by the Supplier to assist in the management of Incidents.
- 9.1.7. The Supplier shall:
 - (a) raise a Trouble Ticket;



- (b) track the Trouble Ticket through to closure;
- (c) categorise the Severity Level of the Incident;
- (d) keep a record of the Incident;
- (e) investigate and carry out diagnostic activities; and
- (f) where possible, resolve the Incident.

9.1.8. Incidents shall be deemed to:

- (a) commence when the Supplier raises a Trouble Ticket; and
- (b) end when the Supplier advises Incident Resolution. The Buyer will be deemed to have been advised if the Supplier has made reasonable attempts to contact the Buyer.

9.1.9. It may be necessary for a temporary interruption in service from time to time for the Supplier to carry out essential maintenance or network upgrades to the Service and/or equipment (an "Outage"). The Supplier will use reasonable endeavours:

- (a) to give the Buyer as much notice as reasonably possible of any Outage, which will affect the availability of the Service; and
- (b) to minimise the number of Outages and any subsequent disruption to the Buyer. The Buyer is responsible for notifying its Users, customers or third party providers of any Outage.

9.2 Service Levels

9.2.1. The applicable Service classifications and applicable Service Levels for Incidents are as follows:

- (a) **Severity 1 (Critical):** Total service malfunction affecting the core Vodafone network or any elements of the Service used by the Buyer, impacting a majority or all of the Buyer's Users. This excludes faults outside the Vodafone network and the Service. A Critical Incident has a potentially catastrophic on Buyer's operation and/or revenue. Examples of a Critical Incident are IVR services not being available to all callers, SMS services not available to all recipients (inbound and outbound) and desktop application not available to all Users.
- (b) **Severity 2 (Major):** Severe degradation of a service that has a significant detrimental effect on the ability to perform normal communications for all Users of the service. This excludes faults outside of the Vodafone network and the Service. A Major Incident has a significant impact on Buyer operations and/or revenue. Examples of a Major Incident are call queuing being unavailable to all contact centre agents, call recording not available to all Users that need call recording and call data and/or reports being unavailable to all Users.
- (c) **Severity 3 (Significant):** A minor degradation of the Service but which has an adverse effect on Buyer operations, affecting a small number of Users. A Significant Incident has a low impact on the Buyer's operation. An example is the IVR service being unavailable to a small number of callers.
- (d) **Severity 4 (Minor):** A fault that is non-service affecting but requires some corrective action. Also includes information requests and root cause analysis. There is a negligible impact on the Buyer's operation. Examples are a Service setup or provisioning query or a Service feature clarification.

Incident Classification	Severity 1	Severity 2	Severity 3	Severity 4
Service Level Target	95% service restored within SLA	95 % Service restored within SLA	90% issue resolved with SLA	90 % issue resolved with SLA
Service Level Commitment	Full service restored within 4 hours of the ticket being raised (24 x 7)	Full service restored within 8 hours of the ticket being raised (24 x 7)	Full service restored within 2 Working Days of the ticket being raised	Full service restored within 10 Working Days of the ticket being raised
Service Level Commitment if software update is required to resolve	4 hours (24 x 7) from ticket being raised	8 hours (24 x 7) from ticket being raised	Software updates required to resolve will be deployed within 20 Working Days from ticket being raised	Software updates required to resolve will be deployed within 20 Working Days from ticket being raised



Response time	15 minutes	30 minutes	4 hours	1 day
Updates provided	Every hour	Every hour	Twice each Working Day	Every Working Day

9.2.2. These Service Levels also apply when a software defect is identified as the cause of the Buyer's Incident.

9.2.3. Service Availability

9.2.3.1. The availability of the storm Platform in each Monthly Measurement Period shall be calculated as follows:

$$P = [(A - B) \times 100] / A$$

Where:

P = Target Service Availability

A = the total number of whole minutes in the relevant Monthly Measurement Period

B = the total number of whole minutes during which the storm Platform is Unavailable in the relevant Monthly Measurement Period, excluding any period of unavailability caused by an Excluded Event.

9.2.3.2. The Target Service Availability for the storm Platform is 99.999%.

9.2.3.3. For the purposes of measuring availability of the storm Platform, the period in which the Service is "Unavailable" in any Monthly Measurement Period is the period from the commencement of any notified Incident(s) that results in a total loss of service of the storm Platform until such Incident is resolved and full service is restored to Buyers.

9.3 Service Credits

9.3.1. The Buyer must claim all Service Credits via the Supplier account manager within 30 days of the end of the Monthly Measurement Period.

9.3.2. Any Service Credits will be applied to the Buyer's next bill after agreement that such Service Credits are due.

9.3.3. The Buyer shall not be entitled to Service Credits for any failure or delay in performing the Service that arises out of, or in connection with:

- (a) intermittent Incidents which do not prevent the use of the Services; or
- (b) an Excluded Event.

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

9.3.5. The Service Credits set out in these Service Specific Terms shall be the Buyer's sole and exclusive remedy against Supplier in respect of any failure in Service performance even though Supplier is made aware of the likely loss incurred by the Buyer for such failure.

9.3.6. No Service Credit is payable where Recurring Charges are waived.

9.3.7. Other than as set out in this clause 9.3, Supplier shall have no additional liability to the Buyer in relation to under-performance or Unavailability of the service.

9.3.8. If the availability of the storm Platform in the relevant Monthly Measurement Period falls below the target service availability of 99.999%, as defined in clause 9.2.3, then the Buyer shall be entitled to claim the following Service Credits at the end of each Monthly Measurement Period, depending on percentage availability that was achieved in the relevant Monthly Measurement Period. For example, if the storm Platform availability for a Monthly Measurement Period is 99.3%, then 5% of the aggregate monthly Recurring Charges could be claimed as that falls between 99.499 and 99.000% storm Platform availability.

9.3.9. Service Credits for storm Platform are as follows:

storm Platform availability (i.e., P as calculated in table 2.2 (a))	Service Credits (% of aggregate monthly Recurring Charges)
99.998% - 99.500%	2.5%
99.499% - 99.000%	5%
Less than 99.000%	10%



9.3.10. For the avoidance of doubt, the Buyer is only entitled to receive the Service Credits set out in the corresponding row of the table in 9.3.9 above for the level of availability that has been measured in the relevant Monthly Measurement Period. The Service Credits payable is not calculated on a cumulative basis. For example, if the availability of the storm Platform in a Monthly Measurement Period is less than 99.0% then the Service Credit payable will be 10% of the Recurring Charges for the relevant month and not 17.5% of those charges.

9.4 Service Credits for Incident Resolution

9.4.1. If Supplier fails to resolve an Incident within the relevant Service Level Commitment times as set out in the Table in 9.4.2 in the relevant Monthly Measurement Period, then the Buyer shall be entitled to claim Service Credits depending on the length of time beyond the Service Level Commitment time that the Incident remains unresolved. For example, if a Severity level 2 Incident takes 11 hours to resolve, then Service Credits for 5% of the monthly Recurring Charges of the impacted Services could be claimed, as that is between 2 and 4 hours over the 8-hour target Incident Resolution Time.

9.4.2. Service Credits for incident resolution are as follows:

Number of hours beyond the target Incident Resolution Time that the Severity Level 1 Incident (Critical) remains unresolved	Service Credits
Up to 2 hours inclusive rounded up to the nearest hour	2.5% of the monthly Recurring Charges of the impacted Services
Between 2 and 4 hours inclusive rounded up to the nearest hour	5% of the monthly Recurring Charges of the impacted Services
Between 4 and 6 hours inclusive rounded up to the nearest hour	7.5% of the monthly Recurring Charges of the impacted Services
More than 6 hours	10% of the monthly Recurring Charges of the impacted Services
Number of hours beyond the target Incident Resolution Time that the Severity Level 2 Incident (Major) remains unresolved	Service Credits
Up to 2 hours inclusive rounded up to the nearest hour	2.5% of the monthly Recurring Charges of the impacted Services
Between 2 and 4 hours inclusive rounded up to the nearest hour	5% of the monthly Recurring Charges of the impacted Services
Between 4 and 6 hours inclusive rounded up to the nearest hour	7.5% of the monthly Recurring Charges of the impacted Services
More than 6 hours	10% of the monthly Recurring Charges of the impacted Services

9.4.3. For the avoidance of doubt, the Buyer is only entitled to receive the Service Credits set out in the corresponding row of the table in clause 9.4.2 above for the relevant number of hours beyond the service level commitment that the Incident remained unresolved. The Service Credits payable is not calculated on a cumulative basis. For example, if a Severity Level 2 (Major) Incident took more than 6 hours to resolve, then the Service Credits payable would be 10% of the monthly Recurring Charges of the impacted Services for the relevant month and not 25% of those charges.

9.4.4. Service Credits are not payable where Supplier's failure or delay in resolving an Incident is attributable to an Excluded Event.

9.4.5. Service Credits are not payable in respect of Severity Level 3 (Significant) or Severity Level 4 (Minor) Incidents.

9.4.6. Service Credits for incident resolution are for impacted services only and are pro-rated based on the number of Users impacted.



9.4.7. Unless otherwise agreed by the Parties, the maximum service credits payable under clause 9.4.1 and the table in clause 9.4.2 in each Monthly Measurement Period are as follows:

- (a) in the case of Severity Level 1 Incidents, 10% of the aggregate Recurring Charges payable in that Monthly Measurement Period; and
- (b) in the case of Severity Level 2 Incidents, 10% of the aggregate Recurring Charges payable in that Monthly Measurement Period.

9.5 Support and Service Maintenance

Second Line Support

9.5.1. Supplier shall provide line support to assist with the investigation and Resolution of non-complex issues relating to the Service, including:

- (a) user-related support issues;
- (b) assistance with standard configuration queries; and
- (c) support for integrations and connectivity activities associated with the Service (including PBX, ACD and CTI connections), where within scope of the Service.

9.5.2. Second line support does not include bespoke configuration, development or design activities, which may be provided separately as Professional Services where agreed.

Third Line Support

9.5.3. Supplier shall provide third line support for more complex technical issues affecting the Service, including:

- (a) investigation and Resolution of defects;
- (b) deployment of fixes, patches or service updates where required;
- (c) Resolution of defects requiring changes to system configuration or application components;
- (d) coordination with relevant third parties where specialist expertise is required.

9.5.4. Where agreed on a case-by-case basis, a third party may provide support directly to the Buyer, including direct contact with the Buyer, where this is reasonably required in order to deliver a response and, where applicable, a Resolution in the shortest possible time.

9.5.5. Where an Incident is reported outside Working Hours, the applicable response time shall commence at the beginning of the next following Working Hour. Any period during which the Supplier is awaiting information, access or a response from the Buyer shall be treated as "On Hold Time" and shall be excluded when calculating rectification or Resolution times.

9.6 Service Requests

MACD Process

9.6.1. If Buyer opts to utilise the MACD Process, Buyer acknowledges that:

- (a) Buyer may request an alteration to the Service via the MACD Process;
- (b) Supplier will classify each Service Request as follows: (i) low complexity; (ii) medium complexity; (iii) complex;
- (c) the Service Request Catalogue sets out which Service Requests Supplier supports and the classification of such Service Requests;
- (d) subject to clauses 9.6.2, 9.6.3 and 9.6.4 below, the SLT for Bulk Requests shall be 10 Working Days; and
- (e) if Buyer submits multiple Bulk Requests simultaneously and/or in quick succession (as determined by Supplier, acting reasonably), Supplier shall process such Bulk Requests consecutively and the SLTs for such Bulk Requests shall be consecutive based on the order in which Supplier processes the Bulk Requests.

MACD Services

9.6.2. If the Buyer purchases MACD Services, the Buyer acknowledges and accepts that:

- (a) it shall pay the Supplier a Recurring Charge for the MACD Services, calculated by reference to the applicable Professional Services hourly rate set out in the Pricing Document and subject to a minimum charge of 1 hour per Service Request;
- (b) MACD Services are provided on a fair use basis by reference to the number of MACD units or allowance purchased by the Buyer for the relevant charging period;



- (c) unused MACD units or allowance may not be carried forward from one charging period to any subsequent charging period;
- (d) without prejudice to the Supplier's other rights and remedies, where the Supplier determines (acting reasonably) that the Buyer is using MACD Services inappropriately or materially in excess of fair use (including exceeding the purchased MACD allowance), the Supplier may:
 - (i) request that the Buyer moderates its use of MACD Services;
 - (ii) discuss alternative delivery options or additional charges with the Buyer; and/or
 - (iii) limit the Buyer's access to MACD Services to what the Supplier reasonably considers fair use.

9.6.3. If Buyer purchases MACD Services, Buyer acknowledges that:

- (a) it shall pay the Supplier a Recurring Charge for the MACD Services, as set out in the Call-Off Order Form;
- (b) the Recurring Charge for the MACD Services shall be calculated on the basis that Buyer will make fair use of the MACD Services, in accordance with the number of MACD Units set out in the Call-Off Order Form;
- (c) it is not entitled to carry over unused MACD Units from one month to future months;
- (d) without prejudice to the Supplier's other rights and remedies, if the Supplier determines (at its absolute discretion) that the Buyer is utilising the MACD Services inappropriately (including, but not limited to, utilising more MACD Units than is set out in the Call-Off Order Form), the Supplier may:
 - (i) ask the Buyer to moderate its behaviour;
 - (ii) discuss payment for such usage with the Buyer; or
 - (iii) limit the Buyer's access to the MACD Services to what the Supplier (acting reasonably) considers to be fair use.

9.6.4. The Buyer acknowledges that where the Service Request Catalogue states the Buyer can self-serve a work item, if the Buyer cannot fulfil this themselves, the Supplier may, at the Buyer's request, fulfil the Service Request type on the Buyer's behalf but fulfilling such work items shall consume Buyer's MACD Units.

9.7 TSSM Service Levels

Incident Management

- 9.7.1. Supplier shall provide incident management support as part of the Service, with the objective of restoring service operation and minimising disruption to the Buyer's use of the Service.
- 9.7.2. The Buyer shall appoint primary and secondary points of contact authorised to report and manage Incidents on the Buyer's behalf.
- 9.7.3. Incidents may be reported via Supplier's Customer Service Centre in accordance with Supplier's published incident reporting procedures.
- 9.7.4. Prior to reporting an Incident, the Buyer shall carry out any reasonable preliminary checks and troubleshooting steps notified by Supplier from time to time.
- 9.7.5. When reporting an Incident, the Buyer shall provide sufficient information to enable diagnosis, including (where applicable):
 - (a) contact details;
 - (b) affected locations or systems;
 - (c) relevant identifiers (for example circuit references or IP addresses); and
 - (d) details of any troubleshooting already undertaken.
- 9.7.6. The Buyer shall provide reasonable cooperation from its Users, any end users and relevant third parties as required by Supplier to investigate and resolve Incidents.
- 9.7.7. Supplier shall record, track and manage Incidents through to resolution and closure and shall keep appropriate records of Incident raised.
- 9.7.8. An Incident shall be deemed to commence when Supplier records it and to end when Supplier notifies the Buyer that the Incident has been resolved. Reasonable attempts to notify the Buyer shall be deemed sufficient notification.

Incident Management Support Services

- 9.7.9. The Supplier shall provide incident management support services as follows:



Incident Reporting and Acknowledgement		
Deliverable	Contact Method	SLT
Supplier will provide the means to report an Incident and will provide an Initial Response by the same means.	Telephone	90% of calls answered <20 seconds

9.7.10. Following an Initial Response and as part of initial diagnosis, the Supplier shall:

- (a) determine the Infrastructure Service or Supported System on which the Incident has occurred; and
- (b) determine the perceived impact and urgency of the Incident including assessment against the criteria for a Major Incident.

9.7.11. Supplier will route the Incident Record to the appropriate support function for expert diagnosis and subsequent management.

Incident Diagnosis		
Deliverable	Contact Method	SLT
Supplier routing and diagnosis	Telephone	<30 minutes
Supplier confirmation of resolution and closure.	Telephone	<24 hours from Resolution

Planned and Essential Outages

9.7.12. Supplier may from time to time carry out essential maintenance or network upgrades that require a temporary interruption to the Service.

9.7.13. Supplier shall use reasonable endeavours to minimise disruption arising from such outages.

9.7.14. The Buyer is responsible for notifying its Users, customers and relevant third parties of any outage.

Service Requests and Operational Changes

9.7.15. The Buyer may request changes to the Service through Supplier's service request process, including moves, adds, changes and deletions ("Service Requests").

9.7.16. Supplier may make one or more Service Request Catalogues available to the Buyer via its online portal. These catalogues describe available Service Requests, including which requests may be self-served by the Buyer and which may be fulfilled by Supplier.

9.7.17. Service Request Catalogue information is provided for guidance only and does not form part of this Agreement. Supplier may update the catalogue from time to time, provided that such updates do not materially change the nature of the support services provided.

9.7.18. Where a Service Request is designated as self-service and the Buyer requests Supplier to perform it on the Buyer's behalf, such work may be treated as a chargeable service request or professional service, where applicable.

9.7.19. The Supplier shall provide service request fulfilment support services as follows:

Response and Acknowledgement		
Deliverable	Contact Method	SLT
Supplier Initial Response	Email	Near instant

Financial Management (Billing Support Services)

9.7.20. Supplier shall provide a mechanism for the Buyer to raise billing queries and shall investigate and respond to such queries in accordance with the Tiered Support Services.



9.7.21. The Supplier shall provide billing support services as follows:

Billing Queries		
Deliverable	Contact Method	SLT
Means to raise billing queries and Initial Response	Email	Near Instant
Acknowledgement of billing queries	Email	<24 hours

Operational Change Management Support Services

9.7.22. The Supplier shall provide operational change management support services via a Supplier-designated “Change Manager”, who will be responsible for changes and the change management process established by Supplier from time to time. The Change Manager may be from Supplier, Buyer or a third party, dependent upon where Supplier (acting reasonably) determines that responsibility for change governance resides.

Notification of planned and essential operational changes		
Deliverable	Contact Method	SLT
Notification of a Planned Outage	Email	10 Working Days
Notification of an Essential Outage (where reasonably possible)	Email	>48 hours

10. General Definitions

10.1 The following definitions apply to the **section 3 - General Conditions on the Buyer** of these Service Terms:

Additional Service Recipient	a Buyer Group entity which is not a direct party to this Agreement, but which is named in this Agreement as a beneficiary of the Services or otherwise approved to receive the Services in accordance with clause 3.1 (Additional Service Recipient).
Agreement	this agreement, consisting of the documents set out in clause 2 (Service Terms Structure).
Applicable Law	law, regulation, binding code of practice, rule or requirement of any relevant government or governmental agency, regulatory Authority, each as relevant to (i) Supplier in the provision of the Services and/or (ii) Buyer in the receipt of the Services or the carrying out of its business.
AUP	Supplier’s acceptable use policy set out at http://www.vodafone.co.uk/Acceptable-Use-Policy-Business , as updated by Supplier from time to time.
BPE (Buyer premises equipment)	Fixed Equipment on Buyer Site.
Buyer	the entity identified in the Call-Off Order Form as such.
Buyer Equipment	hardware, software or any other tangible material not supplied by Supplier that is used with or to access the Service. Any Equipment Buyer purchases from Supplier shall be considered to be Buyer Equipment once title has passed to the Buyer.
Buyer Group	Buyer and any company in which Buyer 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 this Agreement.



Buyer Site	as the context permits a Buyer's premises (either owned by Buyer or a third party) which Supplier needs to access in order to deliver or install Equipment and/or to provide the Services or the location where the Services are to be provided, as set out in the Call-Off Order Form.
Charges	the charges or fees specified in this Agreement as payable by Buyer.
Consumer	means any natural person acting for purposes that are outside the person's trade, business, craft or profession.
End Of Life	where Supplier or a manufacturer of Equipment declares that the type of Equipment is end-of-life (or otherwise stops marketing, selling or supporting it).
Equipment	hardware, Supplier Software, and any other tangible equipment (other than SIMs) supplied by, or on behalf of, Supplier to Buyer for use in receiving the Services. Equipment excludes Buyer Equipment.
European Union (EU)	an economic and political union of 27 countries, as may be updated from time to time. A full list of countries can be found here https://www.gov.uk/eu-eea .
Fixed Equipment	hardware, Supplier Software, BPE and any other tangible equipment (other than SIMs and mobility equipment) supplied by or on behalf of, Supplier to Buyer for use in receiving the Services.
GSM Gateway	any equipment containing a SIM which enables calls from a fixed network (landline) to be routed via a GSM link to a mobile network establishing a mobile-to-mobile ('on-net') call.
Incumbent Provider	a regulated operator who is authorised to provide a Service in a given country.
Intellectual Property Rights	(a) 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) and wherever in the world enforceable; (b) rights in the nature of unfair competition rights and rights to sue for passing off; and (c) trade secrets, confidentiality know how, technical information and other proprietary rights.
Network	the communications network together with the equipment and premises that are connected to such network and which are used by Supplier to perform the Services.
Non-Recurring Charges	means One-Off Charges.
One-Off Charges	the Non-Recurring Charges payable by Buyer in relation to the Service and/or Equipment as described in the Call-Off Order Form, and may include installation Charges for ports, access circuits and routers, charges for set up of Service Elements and configuration changes.
Party or Parties	Buyer and/or Supplier, as relevant.
Recovery Charge	any amount payable by Buyer for early termination or failure to meet commercial commitments as set out in this Agreement.



Resolution	the exercise by Supplier of its reasonable endeavours to repair the root cause of an Incident or Problem, or to implement a workaround.
Service Commencement Date	the date of completion of Supplier's testing when the Service is ready for use.
Service Element	the individual components of a Service (including optional service elements if applicable).
Service Specific Terms	the document(s) identified in this Agreement as the "Service Specific Terms" that set out information such as terms and conditions, specifications and technical information specific to a Service.
Service(s)	the storm Service and any other services to be provided by Supplier or a Third Party Provider under this Agreement and as specified in this Agreement. Any reference to Service within this Agreement may be an individual Service or collectively all Services, as appropriate.
SIM	a "subscriber identity module" card is an integrated circuit, whether physical or embedded in a device (and then known as an eSIM Card), storing user specific data and provided by Supplier to allow use of equipment on the Network by Buyer.
Supplier	where used in these Service Terms or the Call-Off Contract means Supplier.
Supplier Software	any Software supplied by Supplier or its licensors to Buyer (including Software embedded in any Equipment).
Technical Prerequisites	any requirements detailed in the Service Specific Terms or otherwise provided to Buyer in writing relating to a Service or Equipment including notification to upgrade.
Third Party Provider	a third party contracted directly or indirectly by either Supplier (including Supplier Group) or Buyer that provides a Service, a Third Party Service or that provides a service that connects to a Service. Third Party Providers may include Incumbent Providers.
User	an individual end user of the Services who is approved by Buyer and who must be a permanent or temporary employee or sub-contractor of Buyer or an Additional Service Recipient unless otherwise specified in this Agreement.
User Details	a user name, password, or other access information used by a User to access the Service and/or Equipment.
UK	England, Wales, Scotland, Northern Ireland and adjacent islands (e.g. Isle of Wight) but excluding the Channel Islands and the Isle of Man.
Vodafone	means the Supplier; Vodafone Limited, registered number 01471587, and registered office Vodafone House, The Connection, Newbury, Berkshire RG14 2FN.
Vodafone Group	(a) Vodafone Group Plc, Vodafone Limited and any company in which 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 at http://www.vodafone.com/ .
Working Days	Monday to Friday inclusive, other than public holidays in the UK.
Working Hours	9.00am to 5.00pm on a Working Day.

10.2 The following definitions apply to the Tiered Support Services Conditions on the Buyer set out in **section 4** of these Service Terms:

BMI	a "Buyer Major Incident", being the highest category of Impact for an Incident resulting in significant disruption to the business of Buyer.
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Buyer's Service Desk	is the service desk provided by Buyer which will be the initial point of contact between Supplier and Buyer.
Incident	an unplanned interruption to an IT service or reduction in the quality of an IT service. Failure of a configuration item that has not yet affected Service is also an Incident.
Incident	an unplanned interruption to an IT service or reduction in the quality of an IT service. Failure of a configuration item that has not yet affected Service is also an Incident.
Incident Record	a record containing the details and lifecycle of an Incident
Initial Response	a first response from Supplier to an individual raising a request or Incident, such as answering the telephone or replying to an email.
Major Incident	the highest category of Impact for an Incident. A Major Incident results in significant disruption to the business of Buyer.
Service Commencement Date	the date of completion of Supplier's testing when the Service is ready for use.
Tiered Support Service Model or TSSM	the tiered support services provided by Supplier in accordance with the service level agreement set out herein.

10.3 The following definitions apply to the Service Specific Conditions on the Buyer and Service Elements set out in **section 5** of these Service Terms:

Access Charge	the charge that is kept by caller's phone operator for calls to a Service Charge number.
Agent	a User that handles customer calls and interactions in a contact centre, usually as part of a customer service role.
Base Security Licence	a named licence required for each User to be initially added to the storm Platform.
Bulk Request	means a Service Request which contains 10 or more identical changes submitted at once. For the avoidance of doubt, where Buyer submits multiple request types within a single form, such requests shall be treated as separate Service Requests.
Call	a call conveyed and delivered as part of the Service.
Call Plan	an inbound call routing plan to direct the translated number to a termination point, based on a set of criteria that the Intelligent Network uses to route each Call.
Configuration Change	a change to the Service.
Content Guru	means Content Guru Limited (registered number 05653869) whose registered office is at Radius Court, Eastern Road, Bracknell, Berkshire, RG12 2UP.
Buyer Handset	a handset that Buyer purchases from another vendor where that handset has been approved by Supplier.
Concurrent User/Concurrent User Model	licences that are shared between Users.
Customer Service Centre	Supplier's dedicated service for managing Incidents. The contact details for Customer Service Centre vary from service to service and from customer to customer, Supplier will provide Buyer with Customer Service Centre contact details that are relevant to Buyer's Services.
DDI(s) or Direct Dial In	Direct Dial In number. A virtual landline telephone number, that is directly assigned to a User or telephone so that they can receive calls directly.
Defect(s)	means a deficiency in the Services, which causes the Services not to fulfil the technical document at applicable to such Services.
End User	an individual that sends a message to Buyer through the Service or that receives a message that Buyer has sent via the Service.



Essential Outage	an Outage that is not a Planned Outage including, but not limited to, Outages caused by a force majeure event or an act or omission of any third party which is beyond Supplier's reasonable control.
Excluded Events	any of the following: (a) a fault or incident with any other Supplier service purchased under separate Service Specific Terms; (b) a fault or incident in, or any other problem associated with, non-Supplier-supplied power, any BPE, non-maintained structured cabling or other telecommunications systems not operated or provided by Supplier; (c) the fault or incident caused by Buyer's negligence, act or omission or that of any third-party not within Supplier's direct control; (d) Buyer not performing or a delay in performing any of its responsibilities under this Agreement; (e) Buyer requesting Supplier to modify a Buyer Site, or test one although no fault has been detected or reported in accordance with the Service Specific Terms; (f) service suspension or a Force Majeure event in accordance with the General Terms; (g) the inability or refusal by a third-party supplier to provide the access circuit at a Buyer Site; (h) a Configuration Change in the process of implementation; (i) an Outage resulting from the actions or omissions of Buyer or a third party on Buyer's behalf; (j) any degradation of performance that is caused by, or for any fault in, the access circuit that occurs as a result of, or in connection with, technical limitations beyond Supplier's control (k) where a service rebate is claimed for late repair, the unavailability period relevant to this claim, will be excluded from the cumulative annual Service availability calculation; or (l) any other circumstances caused by events for which Supplier is not liable in accordance with the terms of this Agreement.
Gold Number	those numbers listed as set out in the Call-Off Order Form and for which a special charge is made, that charge being different to the charge for Silver Numbers
Handset	either a Supplier Handset or a customer supplied handset which is detail in the Supplier PBX approved devices list.
Inbound Numbers	the Number Translation Service ("NTS") telephone numbers that are hosted on the Intelligent Network platform and listed in the Call-Off Order Form (as added to or changed by Ofcom). These non-geographic numbers are allocated by Ofcom and are translated to a termination geographic number.
Incident	any fault, incident or problem which affects the Service provided to Buyer, excluding any fault, incident or problem with any other Supplier service purchased under separate Service Specific Terms.
Implementation Period	the period over which Supplier will implement the Service, in accordance with the Service Design Document. The Implementation Period forms part of the Minimum Term and shall continue for the period set out in the Call-Off Order Form.
Initial Response	a first response from Supplier to an individual raising a request or Incident, such as answering the telephone or replying to an email.
Intelligent Network	Supplier's platform which applies the routing intelligence to calls that are presented through the PSTN.
IVR	IVR enables a series of interactions with the caller through the use of voice or handset keypad inputs. It allows Buyer to direct a call or to make other instructions to the caller on how to proceed. IVR files and messages can be uploaded to the Service via the storm



	Dashboard. Automatic voice response undertakes the same basic tasks as IVR but can use more extensive use of the caller's voice prompts;
MACD Process	means an optional Service Element which enables Buyer to raise a Service Request into Supplier's service desk for the Tiered Support Service ("TSSM Service Desk"), utilising a process which may vary from time to time at the sole discretion of Supplier. The process may include Buyer calling the TSSM Service Desk, submitting a form to the TSSM Service Desk or initiating a webchat with the TSSM Service Desk via such URL as Supplier provides to Buyer from time to time.
MACD Services	means an optional Service Element whereby Supplier performs moves, adds, changes and disconnections for Buyer in response to a Service Request. For the avoidance of doubt, MACD Services exclude any Service Requests which are included within the Request Fulfilment Support Services and associated Charges for the Support Services.
MACD Unit	means a chargeable unit of 15 minutes' time for the provision by Supplier of MACD Services to Buyer.
Memorable Number	any Gold or Silver Number that Supplier considers, in Supplier's absolute discretion, to be especially memorable.
Minimum Term	the minimum term to which Customer commits to receive a Service (as applicable to a Service, Service Element, or on a per Connection basis), as specified in the Commercial Terms. Unless stated otherwise in the Call-Off Order Form, the minimum term shall commence on the Service Commencement Date.
Monthly Measurement Period	the period from the Service Commencement Date up to the end of the calendar month and then each calendar month thereafter (save for the last month which will be beginning of the calendar month up to the termination date or expiry of the storm Communications Integration Services).
Named User/Named User Model	licences purchased can only be used by the named user.
Non-Geographic Numbers	03 numbers.
Number Type	telephone numbers that are within an Ofcom allocated range that includes, but is not limited to 0800, 0808, 0300, 0333, 0330, 034, 037, 0844, 0845, 0870, 0871, 0872, 0873, and 0900.
Ofcom	The Office of Communications which is a communications regulator in the UK.
On-net call	a call between Users of the same company, that does not break out to the PSTN.
Outpayments	means a payment made by Supplier to the Buyer in respect of eligible inbound call minutes to Service Charge Numbers, calculated in accordance with Supplier's applicable pricing and subject to applicable thresholds, deductions and conditions.
PBX	private branch exchange
PCI Compliant	attested as compliant with PCI Security Standards Council data security standards.
PhonepayPlus	the industry-funded regulatory body for all premium rate charged telecommunications services, which includes 09, 0871, 0872, and 0873 number prefixes.
Planned Outage	the scheduled unavailability of an Infrastructure Service.
Presence	Functionality that allows users to see the availability of other users, usually to determine whether they are free to take a query or call
Premium Rate Numbers	non-geographic numbers that are regulated by PhonepayPlus; currently these are numbers that start with 09, 0871, 0872, and 0873 prefixes, but this set may be expanded or changed to include additional or different prefixes in accordance with Ofcom regulation
Problem	means a problem in functionality, not defined as a Defect, which is due to Buyer's use of the Service as a component of Buyer's system solution.
PSTN	Public Switched Telephone Network
Recurring Charges	a regular and recurring Charge(s) payable the Buyer to Supplier for the Buyer's use of the Services on a monthly, quarterly or annual basis, as set out in the Contract



Service Commencement Date	unless stated otherwise in the Call-Off Order Form, the date as advised to Buyer by Supplier when Supplier is satisfied that the Service has met Supplier's standard testing criteria, and the Service is available and ready for use.
Service Design Document	the document that sets out the entirety of the Service configuration to be provided by Supplier to the Buyer. No other document shall define the Service configuration to be delivered. Note, this may also be referred to as the "Content Guru Service Specification". This document is the statement of work for the purposes of this Agreement.
Service Level(s)	the service levels which apply to the provision of the Service as set out in the Service Levels.
Severity Level	a categorisation (as described clause 9.2.1 of the Service Levels of the severity of an Incident as determined by Supplier at Supplier's discretion).
Service Charge Numbers	084, 087 and 118 numbers which are chargeable numbers, where Outpayment revenue share may be available depending on call volume and the applicable Service Charge.
Service Request	a request from a user for information, or advice, or for a Standard Change or for access to an IT service made in accordance with the requirements of the relevant Service Request Catalogue.
Silver Number	those numbers listed as set out in the Call-Off Order Form and for which a special charge is made, that charge being different to the charge for Gold Numbers.
SLT	a non-binding, indicative service level target.
Standard Change	a pre-approved Change that is low risk, relatively common and follows a procedure or work instruction. The types of Standard Changes available are listed in a Service Request Catalogue.
storm Dashboard	the IP Voice, web-based interface that Buyer's contact centre agents will use to access and input information onto the Service about Buyer's End Users and Buyer's Service.
storm Admin Portal	the access point that Buyer will use to view reports and to make authorised changes to Buyer's Service in accordance with the Service Specification.
Supplier Handset	a handset that Buyer has purchased from Supplier and falls within the definition of Equipment.
Time Periods	the three time periods for which the Outpayment rates differ: "Standard Period" meaning from 08:00 hours to 18:00 hours on Mondays, Tuesdays, Wednesdays, Thursdays and Fridays; "Economy Period" meaning from 00:00 hours to 08:00 hours and 18:00 hours to 24:00 hours on Mondays, Tuesdays, Wednesdays, Thursdays and Fridays; and "Weekend Period" meaning from 00:00 Saturday to 24:00 Sunday.
Trouble Ticket	a record of an Incident with a unique reference allocated to it which shall be used for all subsequent updates and communications.
UK Freephone Numbers	080 numbers.
UK Geographic Numbers	any 01 and 02 geographic number that is hosted on the Intelligent Network with a Call Plan.
Unavailable	the storm Platform cannot send or receive calls unless the unavailability arises out of, or in connection with, any of the following: an Outage; an Excluded Event; or



	any failure that is outside of Supplier's control.
User	means a Buyer's user or agent of the Service.
VBUC Service	means the Vodafone Business Unified Communications Service, a product sold separately by Supplier.
VBUC Service Integration	means the integration of the VBUC Service with the storm Platform, as described in more detail in clauses 8.9.7 to 8.9.14.
VBUC User	means a Buyer-authorised user of the VBUC Service.

10.4 The following definitions apply to **section 7 - Data Protection** of these Service Terms:

Applicable Privacy Law	the relevant data protection and privacy law, regulations (including UK GDPR and the Data Protection Act 2018) and other regulatory requirements to which Vodafone Limited is subject.
Authority	means those governments, agencies, courts of law, and professional and regulatory authorities including NRAs that supervise, regulate, investigate, or enforce Applicable Law.
Data Controller	the person that determines the purposes and means for which Personal Data is Processed, as defined under Applicable Privacy Law.
Data Privacy Obligations	in respect of each Party, that Party's obligations relating to the Processing or control of Personal Data as a Data Controller or Data Processor, as expressly set out in clause 7 (Data Protection) of this Agreement.
Data Processor	the person that Processes Personal Data on behalf of the Data Controller as defined under Applicable Privacy Law.
European Economic Area (EEA)	means the Member States of the European Union together with Iceland, Liechtenstein, and Norway, as may be updated from time to time. A full list of countries can be found here https://www.gov.uk/eu-eea .
GDPR	General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data.
Personal Data	shall mean any information relating to an identified or identifiable natural person as defined by the Applicable Privacy Law.
Privacy Authority	the relevant statutory or supervisory authority with responsibility for the Applicable Privacy Law in the jurisdiction of the Data Controller.
Process/Processed/Processing/Processes	obtaining, recording or holding information or data or carrying out any operation or set of operations on it.
Sub-Processor	a sub-contractor who is processing Personal Data on behalf of Supplier.
Traffic Data	any data processed for the purpose of the conveyance of a communication on an electronic communications network and for billing.
UK GDPR	means GDPR as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018.