



## Service Specific Terms

Vodafone Business Customers

### 1. The Service - Overview

- 1.1 The **Vodafone Business Marketplace** is a platform which provides the Customer with access to purchase a variety of **Products** the (“Service”) powered by AppDirect.

### 2. Service Term Structure

- 2.1 The following documents govern Vodafone’s supply of the Service and form part of the Agreement, applying in the order of precedence set out in the General Terms:
- (a) the Commercial Terms or Order, which confirms the Products selected by or for the Customer;
  - (b) these Service Specific Terms;
  - (c) the General Terms available on [n.vodafone.ie/terms/business](https://n.vodafone.ie/terms/business); and
  - (e) any applicable statement of works, policies and/or guidelines, as provided from time to time by Vodafone.

### 3. The Service

- 3.1 In order to access, and use the Vodafone Business Marketplace, Customer must create, or authorise Vodafone to create on its behalf, a Vodafone Business Marketplace Account and accept these Service Specific Terms. If the Customer does not accept these Service Specific Terms, the Customer may not use or access the Vodafone Business Marketplace.
- 3.2 The Products offered on the Vodafone Business Marketplace are made available by Third Party Developers and, as such, neither AppDirect nor Vodafone are responsible for such Third Party Developer Products.
- 3.3 Customer makes final payment to Vodafone in exchange for the supply of Products, and the Third Party Developer has no claims against the Customer in this respect.
- 3.4 Purchases of access to Third Party Developer Products are subject to that Third Party Developer’s Terms of Service, which the Customer will have the opportunity to review and accept before processing its transaction, if they are not detailed in these Service Specific Terms. The Customer shall agree to abide by the applicable Third Party Developer’s Terms of Service, and must accept the respective Third Party Developer’s Terms of Service with no alteration or amendment.
- 3.5 The Products are available to purchase in accordance with the payment periods set by each Third Party Developer, which cannot be changed, and are as follows:
- (a) a monthly contract (“Monthly Subscription”),
  - (b) a 12 month contract paying an upfront lump sum (“Upfront Subscription”),
  - (c) a 12 or 24 month contract paying equal monthly fee instalments and, where applicable, any upfront lump sum (“Annual Subscription”).
- 3.6 Product purchases will appear on the Customer’s Vodafone bill as an additional product category called Software and Services.
- 3.7 A detailed breakdown of purchases are available via Customer’s monthly bill, Customer’s e-care account and Customer’s My Vodafone App as applicable.
- 3.8 **Territory:** The Vodafone Business Marketplace is provided by or on behalf of Vodafone and intended for use in the Republic of Ireland only.



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### 4. Charges

- 4.1 For Monthly Subscriptions, the minimum contract term is 1 month and a recurring monthly fee is charged unless the Customer provides Vodafone with 30 days' notice in writing of the intention to terminate this Agreement.
- (a) Monthly Subscriptions start on the date of purchase, and will continue for one month from this date, upon which it will be auto-renewed unless the Customer notifies Vodafone they wish to cancel the Monthly Subscription in accordance with this Agreement.
- 4.2 For 12 month Annual Subscriptions, the minimum contract term is 12 months as detailed in the Order after which the contract will automatically renew on a 30 day rolling contract. A recurring monthly fee will continue to be charged unless the Customer notifies Vodafone they wish to cancel the Annual Subscription before the end of the 12<sup>th</sup> month of any Subscription year.
- (a) If the Customer cancels their Annual Subscription prior to the end of any 12 month period, the Customer will need to pay for the monthly fee multiplied by the number of months left on the contract. The early termination fee will be applied to the Customer's next bill.
- 4.3 For 24 month Annual Subscriptions, the minimum contract term is 24 months as detailed in the Order, after which the contract will automatically renew on a 30 day rolling contract. A recurring monthly fee will continue to be charged unless the Customer notifies Vodafone they wish to cancel before the end of the 24<sup>th</sup> month of any Subscription year.
- (a) If Customer cancels their Annual Subscription prior to the end of any 24 month period, the Customer will need to pay for the monthly fee multiplied by the number of months left on the contract. The early termination fee will be applied to the Customer's next bill.
- 4.4 If Customer cancels their Upfront Subscription prior to the end of any 12 month period, there is no early termination fee, however, the Customer will forfeit the upfront lump sum payment for that Subscription year.
- 4.5 **Commencement and Duration:** The Service shall begin on the date on which an Order for the Products becomes binding, and it will continue thereafter until termination or cancellation in accordance with this Agreement. For Product purchases via Vodafone:
- (a) telesales agent, the Customer is bound at the point at which the telesales agent has been expressly authorised by the Customer to click "purchase" in the Vodafone Business Marketplace on the Customer's behalf;
- (b) account manager, the Customer is bound at the point at which Vodafone has been expressly authorised by the Customer to click "purchase" in the Vodafone Business Marketplace on the Customer's behalf; or
- (c) Business Marketplace directly, the Customer is bound at the point at which Customer clicks "purchase" in the Vodafone Business Marketplace.
- 4.6 Any changes to the pricing of the Products are at the discretion of Vodafone. It is the Customer's responsibility to check the prices detailed on Vodafone Business Marketplace, to ensure it has the latest information.
- 4.7 **Contract renewals:** All subscriptions are automatically renewed to avoid interruption, unless Customer serves notice to terminate in accordance with this Agreement. Renewal periods are successive and will be for the same duration as the initial Subscription.
- 4.8 **Bill presentment:** A detailed breakdown of charges for products bought through the Vodafone Business Marketplace appears on a customer's bill. This shows the end of billing period totals.
- 4.9 **Pro-rate:** When a monthly licence subscription period does not coincide with a Customer's billing period we pro-rate the charges for the software subscription according to the number of days remaining in the month the charge is incurred.
- 4.10 **Licence:** Customer must adhere to the relevant type of licencing model detailed in the Commercial Terms and/or Order. For example, where a one licence per device model is applicable, Customer must not assign more than one device per licence obtained.



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- 4.11 **Verification:** Customer agrees that Vodafone may verify Customer's compliance with this Agreement. If during the verification, Vodafone identifies any unlicensed installations of the Third Party Product, Customer will within 30 days' purchase sufficient licences to cover any shortfall at the then Standard List Price. If Customer does not purchase sufficient licences following this 30 day period, Vodafone reserves the right to increase Customer's licence quantity and invoice Customer for any such additional required licences.

## 5. Products

- 5.1 Vodafone, the Third Party Developer and Customer are independent contractors with respect to Vodafone's resale of the Products. Customer and Third Party Developer are directly responsible to each other for the performance of their respective obligations under the Third Party Developer's Terms of Service and privacy policies between them in relation to the Products.
- 5.2 Customer is responsible for providing the necessary notices, and obtaining and maintaining any consents, required from Users, to allow Vodafone and the Third Party Developer to perform their respective contractual obligations in respect of the Customer.
- 5.3 In order to use or access the Product, the Customer must accept and comply with the Third Party Developer's Terms of Service. If Customer does not accept or comply with the Third Party Developer's Terms of Service:
- (a) Customer will be liable for any costs or losses suffered by Vodafone as a result of such a failure, including but not limited to any costs or losses suffered by Vodafone as a result of claims from the Third Party Developer relating to a failure by the Customer of accepting the Third Party Developer's Terms of Service; and
  - (b) Customer shall not use, access, or make available for use or access the relevant Product, and Vodafone shall not be bound to procure the delivery of the relevant Product.
- 5.4 Vodafone will provide support services for all Products it resells. Vodafone will be the point of contact for all operational or technical support questions related to the Products, and will escalate to the Third Party Developer if needed. If the Customer contacts the Third Party Developer directly, the Third Party Developer at its sole discretion may offer the Customer support or redirect the Customer to Vodafone.
- 5.5 It is the Customer's responsibility to raise with Vodafone issues with the Service which may give rise to Service Credits. Any Service Credits claimed by the Customer should be claimed through Vodafone by the Customer providing Vodafone with the necessary credit request information. Vodafone will pass the claim to the Third Party Provider and the Third Party Provider will determine whether Service Credits are payable. The Customer is responsible for providing all evidence and information as may be required by the Third Party Provider to assess any claim for Service Credits by the Customer. The Third Party Provider's decision shall be final and Vodafone shall not be liable for any Service Credits which are not accepted as payable by the Third Party Provider. Vodafone shall only pay Customer for any Service Credits once they have been paid by the Third Party Provider to Vodafone.
- 5.6 The Third Party Developer's Terms of Service set out the Customer's sole and exclusive remedy for any failure by the Third Party Developer to meet any applicable service level agreements, and it is the Customer's responsibility to raise such issue with Vodafone directly. Any claim by the Customer of a failure by the Third Party should be claimed through Vodafone by Customer providing Vodafone with the necessary requested information. Vodafone will pass the claim to the Third Party Developer and the Third Party Developer will determine whether a remedy is applicable. The Customer is responsible for providing all evidence and information as may be required by the Third Party Developer to assess any claim for a failure to meet service levels by the Customer. The Third Party Developer's decision shall be final and Vodafone shall not be liable for any remedies, which are not accepted as due by the Third Party Developer. Vodafone shall only make available to the Customer the applicable remedy once Vodafone has received this from the Third Party Developer.
- 5.7 Each respective Third Party Developer is the supplier of the Product and will be solely liable for any loss, damage or personal injury suffered or sustained in connection with the access and use of each Product, and Vodafone shall have no liability for the same.



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### 6. General

6.1 The inclusion of Products or links to third party sites does not imply Vodafone's endorsement of the same and unless expressly stated elsewhere, Vodafone is not responsible or liable for third party materials included within the Products or links.

6.2 Supply of the Products via the Vodafone Business Marketplace does not constitute a grant or waiver of any rights of the copyright owners.

6.3 Unless otherwise specified, Products are for use by the Customer or the Customer's internal use only.

#### 6.4 Availability of Services:

(a) Vodafone cannot guarantee that the Vodafone Business Marketplace or Products will be fault free.

(b) In addition to the terms in the General Terms, Vodafone may restrict or suspend access to Vodafone Business Marketplace for operational reasons including but not limited to: (i) in order to carry out maintenance or testing; (ii) when it is necessary to safeguard the security and integrity of the Third Party Developer Products or the Vodafone Business Marketplace; (iii) to reduce the incidence of fraud; and (iv) for the introduction of new Products.

6.5 **No Warranties:** The Products supplied to the Customer via Vodafone Business Marketplace are on an 'as is' basis and neither Vodafone nor AppDirect, make any warranties, express or implied, regarding their satisfactory quality, fitness for a particular purpose, reliability, timeliness, accuracy, completeness, security or that they are free from error, and therefore shall not be liable for any downtime, suspension or interruption of the Products including any resulting loss or claim resulting therefrom.

#### 6.6 Use of Third Party Developer Products:

(a) Customer shall not use any Third Party Developer Products for any purpose, which Vodafone, acting reasonably, believes is abusive, a nuisance, illegal or fraudulent.

(b) Where a specific User is in breach of the applicable Third Party Developer's Terms of Service or causes the Customer to be in breach of its obligations under the Agreement, Vodafone shall be entitled to suspend such User's use of the Product and access to the Vodafone Business Marketplace. Vodafone shall notify Customer of its intention to do so where this is reasonably practicable, allowing an opportunity to remedy the alleged breach (where it is capable of remedy), otherwise Vodafone shall notify Customer as soon as reasonably practicable after the suspension. This right of suspension shall only apply during the period of breach, although re-instatement of the Third Party Developer Products may be subject to the payment of a reconnection charge by the Customer.

(c) During any period of suspension, Customer shall continue to pay all Charges due in respect of the suspended the Third Party Developer Products.

(d) Customer agrees that when using or accessing the Third Party Developer Products they take full responsibility for:

(i) files and data transferred or stored, and

(ii) maintaining all appropriate backups of files and data transferred or stored.

(e) Vodafone will not be responsible for any data loss from Customer's use or access of the Products.

6.7 **Retained Rights:** Vodafone retains all right, title and interest in and to the Vodafone Business Marketplace, and any Vodafone content, and reserves all rights not expressly granted to Customer in this Agreement, save for the AppDirect Platform for which AppDirect retains all right, title and interest.

#### 6.8 Termination:

(a) **Convenience:** Subject to any amounts that remain payable in accordance with this Agreement each party may end this Agreement in whole or in part by giving the other 30 days' notice in writing. Where a Core Product has a Supplementary Product associated with the Core Product, the Customer may be



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required to cancel the Supplementary Product and wait until that cancellation has taken effect before the Core Product can be cancelled.

- (b) **Other:** If Vodafone is no longer authorised to provide the Vodafone Business Marketplace or Products, for example following termination of a contract between Vodafone and a Third Party Developer, Vodafone may terminate the affected Product with immediate effect on written notice to Customer. If this happens, Vodafone will credit Charges paid in advance in relation to the terminated Product for the period following termination, without affecting Customer's rights under this Agreement, and the Customer will not be liable for any further Charges.

#### 6.9 Effects of Termination:

- (a) In addition to the effects set out in the General Terms, on termination of the Agreement (in whole or part), Vodafone will terminate access to the Product and the Vodafone Business Marketplace and Customer will cease using the Product. The Customer shall also ensure its Users cease using the Product.
  - (b) Customer shall (if requested by Vodafone), delete or destroy all copies of the user documentation which Vodafone or the Third Party Developer has supplied or which Customer has copied, in whatever form and return, delete or destroy all copies of the Deliverables within 7 calendar days of termination of the Order or of termination of the relevant Products, and provide Vodafone and/or the Third Party Developer with written confirmation that all such copies have been returned, deleted or destroyed.
- 6.10 Customer may supply the Products to Users, but not to any other party. Customer shall ensure the compliance of Users with the Third Party Developer's Terms of Service, all applicable laws and Codes of Practice.
- 6.11 Where Vodafone, or Third Party Developer creates Intellectual Property Rights during, or as a result of the supply of the Products to the Customer, or through the Vodafone Business Marketplace, Vodafone, or Third Party Developer as applicable shall own all such Intellectual Property Rights.
- 6.12 Customer warrants that they will not export any controlled technical data or software acquired from Vodafone under this Agreement in breach of export control laws. For the avoidance of doubt, this includes both physical and electronic export of technical data or software.
- 6.13 Customer must not do anything to jeopardise Vodafone's, or Third Party Developer's Intellectual Property Rights or those of any of their licensors including:
- (i) register or attempt to register any competing Intellectual Property Rights to those of Vodafone or Third Party Developer, or their licensors;
  - (ii) delete or tamper with any proprietary notice on or in Vodafone's, or Third Party Developer's Intellectual Property Rights or those of any of their licensors; or
  - (iii) take any action that diminishes the value of any trade marks included in Vodafone's or Third Party Developer's Intellectual Property Rights or those of any of their licensors; or use any Product in violation of Applicable Law.

## 7. Data Protection

- 7.1 Customer agrees that where it is reasonably requested by a Third Party Developer, Vodafone may provide Customer's billing and contact information to the relevant Third Party Developer for the purposes of management, calculating commissions, administration of the account including but not limited to creation and cancellation, to conduct customer service and satisfaction surveys.
- 7.2 If the Customer supplies Vodafone with Personal Data, Customer shall ensure that it is accurate and up-to-date when disclosed. Customer shall ensure that Customer has obtained from the individuals concerned all necessary consents under Applicable Privacy Law. Vodafone may retain Customer's Personal Data beyond the termination of the Agreement for the purposes of administering the account.
- 7.3 Each Third Party Developer may collect, disclose and use the Customer's personal information, which may include location based data, in connection with providing this service.
- 7.4 **Liability:** Customer acknowledges that by using the Service, Customer data (including User Personal Data) may be collected, processed and stored by a Third Party Developer (in accordance where applicable their



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privacy policy). As such, Vodafone shall have no liability to the Customer for any loss or corruption of such data while it is collected, processed and/or stored by a Third Party Developer.

### 8. Third Party Developer Terms of Service and Specific Conditions of Use

8.1 All Third Party Products are subject to the Third Party Developer Terms of Service, and may be subject to Specific Conditions of User, which are either detailed below in this clause, or presented to the Customer by the Third Party prior to accessing, using, or downloading the Product.

(a) **Microsoft:** terms of service latest versions available at <https://www.microsoft.com/licensing/docs/Customeraagreement>

### 9. Trial and promotional subscriptions

9.1 From time to time, Vodafone may offer certain Customers specific trial or other promotional subscriptions to Third Party Products, which are subject to these terms, and the applicable Third Party Developer Terms of Service except as otherwise stated in any applicable promotional terms.

9.2 Trial and promotional Customers may at any time during the trial or promotion choose not to convert or continue to a paid Service as set on in these terms.

9.3 While the Customer won't be charged for the trial, the Customer will be automatically converted to a periodic subscription fee at the end of the trial period.

9.4 If a Customer:

- (a) signs up for the trial or promotion through Vodafone; and
- (b) are billed by Vodafone; and
- (c) Customer does not notify Vodafone before the end of the trial period that Customer wants to end the trial or promotion and not convert to a paid service at this date; or
- (d) does not cancel the subscription via the Customer's Vodafone Business Marketplace account;

Vodafone will automatically charge the then-applicable periodic subscription fee for the Third Party Product using Customer's preferred payment method.



## Definitions

### Vodafone Business Customers

The following definitions are applicable to the Services:

<b>AppDirect</b>	a company incorporated in Delaware, USA with a United States Tax ID 27-0610966 and whose primary office is at 650 California Street, Floor 25, San Francisco, CA 94108, USA and whose Tax registration number is 27-0610966
<b>AppDirect Platform</b>	means AppDirect's software as a service solution that is powered by AppDirect and which provides an interface through which a customer can purchase, access and use products.
<b>Core Product</b>	means the Product which provides the dominant or main service, which the Customer buys.
<b>Codes of Practice</b>	means all guidelines governing use or provision of mobile telecommunications and data services, issued by any generally recognised bodies (such as PhonepayPlus) or that are adopted by Vodafone from time to time, and all instructions, regulations or guidance issued by the Regulatory Authorities, whether or not mandatory.
<b>Deliverables</b>	mean any deliverables, software or tools provided or licensed to Customer by a Third Party Developer in the provision of the Products.
<b>Product(s) or Third Party Developer Product(s)</b>	means an application, content, software as a service, service or other medium from a Third Party Developer that is available for purchase from the Vodafone Business Marketplace.
<b>Subscription</b>	means the Monthly Subscription, Upfront Subscription and/or Annual Subscription.
<b>Supplementary Product</b>	means the Product which supplements the Core Product, which provide the Customer additional features to dominant or main service.
<b>Terms</b>	means the service terms, end user license agreement, terms, acceptable use policies, or any other such agreement or policy, which apply to the use of the Vodafone Business Marketplace, and the Third Party Developer Terms of Service.
<b>Third Party Developer Terms of Service</b>	means the service terms, end user license agreement, terms, acceptable use policies, or other such agreement or policy that apply to the sale of Products by a Third Party Developer directly to the Customer acquiring the Products for its own use.
<b>Third Party Developer</b>	means one or more of the Third Party Developers detailed at Annex 1.
<b>Vodafone Business Marketplace Account</b>	means a Customer's account on the Vodafone Business Marketplace managed by an individual authorised by the Customer to purchase, cancel and otherwise alter subscriptions on its behalf the "Company Admin".
<b>Vodafone Business Marketplace</b>	means the Vodafone specific platform service solution, which is powered by AppDirect and which provides an interface through which a Customer can purchase, access and use Products.

# Vodafone Business Marketplace

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### Annex 1

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Third Party Developers include:

- AppDirect, 650 California Street, Floor 25, San Francisco, CA 94108, United States
- Microsoft Corporation One Microsoft Way, Redmond WA, 98052, United States

