

Reviewed: 1 March 2021

Vodafone One Net Business General Terms

1. About these Terms and the Agreement

1.1 This Agreement will govern our relationship with you regarding our provision of the One Net Business Services to you. The eCAF2, including associated Final Solution Design, Commercial Terms (not to include your mobile package plan) and any agreed Implementation Plan, these General Terms, our Standard List Prices, and the AUP together form our contract with you (collectively the "Agreement") and apply in decreasing order of precedence (with eCAF2 having the highest precedence).

1.2 There are three One Net Business Package Plans available (your chosen package plan is detailed in the Commercial Terms). All three packages have a thirty-six (36) month minimum contract term (the "Minimum Term"). These packages are only available in the Republic of Ireland.

1.3 The One Net Business Package Plan will work in tandem with your RED Business mobile package and any other plans specified by Vodafone from time to time. For the avoidance of doubt, connection to and use of the One Net Business mobility services including associated Mobile collaboration features is contingent upon you being an active Vodafone mobile customer with a current Vodafone mobile agreement.

1.4 By entering into the Agreement, Customer confirms that it is contracting as a business and not as a consumer.

1.5 This Agreement shall be governed by and construed in accordance with the laws of Ireland and the parties hereto shall submit to the exclusive jurisdiction of the Irish Courts.

1.6 In this Agreement, capitalised words are given specific meanings which are set out in clause 29.

2. Commencement and Duration

2.1 The Agreement begins on the effective Date, which is the date of signature by Vodafone (the "**Effective Date**") and continues for the Minimum Term and thereafter shall continue on a month by month basis unless terminated in accordance with the Agreement.

2.2 The commencement date is the date that we start first providing NGA and/or NGN access to you **per site** (the "**Commencement Date**") and continues for the Minimum Term and thereafter shall continue on a month by month basis unless terminated in accordance with the Agreement. For the avoidance of doubt, each site within a Customer Premises may have a different Commencement Date.

3. Customer Obligations

You agree as follows:

3.1 That you are responsible for the acts and omissions of all persons using the Services and all Equipment on the Vodafone network under this Agreement. Without any prejudice to any provision of this Agreement, you agree:

(a) That use of the Services is subject to Vodafone's Privacy Policy, fair usage, and any other terms and conditions which form part of, and are in addition to, these Terms and Conditions. The said Privacy Policy can be found at www.vodafone.ie/aboutus/privacy.

(b) It is your obligation to make yourself aware of the terms and conditions of this Agreement and any other terms and conditions related to these Services.

(c) That the information provided by you to Vodafone and captured within any associated eCAF is accurate and true and you will provide any further information and assistance, as may be reasonably requested by Vodafone. Such requests may relate to Vodafone's ability to enable the delivery of Services to you; to investigate any faults or issues; and to investigate to the manner of using or provision of the Services, including any alleged offences.

(d) Not to use or permit the use of the Service or the Equipment for any improper, indecent, obscene, unlawful, harmful, unauthorised, defamatory or fraudulent purpose or to cause any injury, offence or annoyance to any person or to send unsolicited commercial messages to any person;

(e) Not to use or permit the use of the Service or the Equipment, so as to cause the operation of the network or the quality of service to be jeopardised, impaired or interrupted or to interfere with the integrity or security of any telecommunications or IT network or system;

(f) To only use type-approved Equipment with the network, to comply with all laws, regulations and user guides governing its use and to remain solely responsible for the manner in which the equipment is used;

(g) To comply with all reasonable instructions or requests of Vodafone or an authorised authority;

(h) To promptly pay all Charges in accordance with the Clause on "Charges" (above) and to promptly notify us of any change of name, address, other contact details or cessation of the Service by you.

(i) To tell us immediately by telephone and (if Vodafone requires) confirm in writing, if our Equipment is lost, stolen or accessed by an unauthorised person(s) or third party. You will remain liable for all Charges incurred until we are actually and specifically aware of same. For the avoidance of doubt, you shall remain liable for the cost of replacing such lost or stolen equipment

(j) To indemnify and hold us harmless against all liabilities, claims, damages, losses, expenses, costs and proceedings, howsoever arising from any breach of same arising out of (a) to (j) above.

4. Equipment and Services

4.1 We will provide the Services to you from the Commencement Date for the duration of the Agreement. If you use the Services to make an emergency call, the caller location information that is provided to the emergency services may not be the location from which the call is made, which may delay the emergency services' response to the call.

4.2 Where you have bought Equipment from us you will own the title to the Equipment (other than any SIM Card and embedded Software) when we have received full payment for that Equipment. Until that time you must identify the Equipment as belonging to us. Title to SIM Cards and all other Equipment remains with us at all times unless expressed otherwise in the General Terms.

4.3 Where any Equipment or other hardware is supplied to you by a Partner, this supply shall be subject to the terms of the agreement between you and the Partner, and we shall have no liability for such Equipment or its failure to operate on the Network.

4.4 Please note that in the event that the investigation of service issues is required on your Premises, we may employ the use of portable diagnostic equipment which may need to be placed on your Premises in a secure location to aid in investigation and/or

resolution of the service issue. This equipment is the property of Vodafone will only be placed on your Premises subject to Vodafone first providing you with notice of same and obtaining your consent. For the avoidance of doubt, Vodafone shall be entitled to retrieve this equipment from your Premises at any time provided we have first notified you of the intended retrieval.

4.5 You are responsible for your Customer Equipment which you must ensure is compatible for use with the Services.

5. Your use of the Equipment and Services

5.1 Your use of the Equipment and Services is conditional on your acceptance of applicable Software Licence(s) prior to such use, the terms of which shall comprise your sole rights and remedies in respect of the Software.

5.2 You shall use the Equipment and Services in accordance with our AUP and shall indemnify us against any and all liability and costs which we suffer if you breach the AUP.

5.3 You may supply the Equipment and Services to your End Users provided you ensure their compliance with the Agreement but you cannot make the Equipment and Services available to any other person or use the same on behalf of any other person.

5.4 You undertake to keep the Equipment (other than mobile devices) at your Premises and not move, modify, interfere with or prejudice our rights in Equipment or Services (including any Software and/or integral safety features) in any way unless it is with our permission and in accordance with any instructions we may give.

5.5 You must only use Equipment which we supply, an authorised third party supplies on our behalf or which we have approved as compatible with the Network.

6. Loss and Damage to Equipment

6.1 If Equipment or SIM Cards are lost or damaged before we have delivered them to your Premises, we will repair or replace these at our cost provided you tell us of any damage within five (5) Business Days of receipt and notify us of loss if you have not received your Order Form within ten (10) Business Days of our confirmation of the Order Form. If we have not delivered the right Equipment and/or SIM Cards you must tell us within five (5) Business Days of receipt and we will remedy the error at our cost.

6.2 Once we have delivered Equipment or SIM Cards to you at your Premises you shall take the risk of loss or damage to the Equipment and/or SIM Cards which we have delivered (except where it can be shown that such loss or damage was caused by our negligence or due to fair wear and tear).

6.3 If your SIM Card or Equipment is lost or stolen after we have delivered it to you, you must tell us as soon as possible so that we can prevent further use on it. You must pay for all Charges due until you tell us. You must also continue to pay the Access Charges and Service Charges until this Agreement has ended as described in clause 21 of the General Terms.

7. Equipment Warranty

7.1 If we sell you Equipment as part of the Services we warrant that such Equipment (excluding any Software) will be materially free from inherent defects for twelve (12) months following the date of eCAF2 or such longer period as we may from time to time publish on our website. If such Equipment becomes faulty within the warranty period, you may return the Equipment to us at our cost and we will repair or replace (at our option) the Equipment within twenty-eight (28) days. Our obligations in this section 7 do not apply if you have damaged the Equipment or caused the Equipment to become faulty or if the Equipment becomes faulty

outside the warranty period. Any defects to a modem during the lifetime of the contract will be repaired or replaced by Vodafone free of charge.

8. Charges

8.1 You shall pay us the Charges for the Services.

8.2 All Charges for Services are stated exclusive of VAT which is charged at the current rate. All Charges not specified in the Commercial Terms shall be at Standard List Prices. Rounding and minimum charges shall apply as set out in the Commercial Terms or Standard List Prices.

8.3 We shall invoice Charges in accordance with your Package Plan detailed in the Commercial Terms. You must pay all Charges by direct debit or other agreed method within the payment period specified.

8.4 Unless we agree with you otherwise, Charges shall not include any special equipment or work such as cutting away, decoration, ducting, ground work, building work and other similar work.

8.5 We may apply any payment which you owe to us against any payment which we owe to you under this Agreement or any other agreement. You will raise any billing queries within twenty-one (21) days of the date of the relevant invoice.

8.6 We may credit assess you from time to time as reasonably required to assess our risk. Each credit assessment shall entitle us to request a deposit or put a credit limit on your Vodafone account (details of which are available on request). We may release this information to the Partner responsible for managing your account, if applicable.

8.7 If you owe us any money, and are not disputing the payment, and you do not pay it when due, we may charge you interest and withdraw any discount on your existing services. We charge interest daily at the rate of 2% above the base rate of Allied Irish Bank plc each year from the date the amount becomes due to the date of payment by you in full.

8.8 You are not entitled to offset any sums that we owe to you under this Agreement or any other agreement or dispute between the Parties against any sums that you owe to us under this Agreement.

9. Call Limits, Deposits And Part Payments

9.1 We may set a limit on the amount of Charges you may run up during each calendar month and/or a maximum number of active Connections and/or a bar on SIM Card(s) being used on overseas networks or for making international calls or premium rate calls, which we refer to as a call limit. We may agree to increase or remove the call limit after making credit checks. You may be able to go over your call limit, but if this happens, you must pay all Charges. We may not provide Equipment and/or Services to you if to do so would result in you exceeding your credit limit or if the credit limit is already exceeded.

9.2 We may ask you for a deposit:

(a) when we connect your SIM Card;

(b) to increase or remove your call limit;

(c) if you increase how much you use the Services; or

(d) to unblock your SIM Card from contacting international numbers, using overseas networks or making premium-rate calls.

9.3 You can ask for a refund of your deposit at any time, but we may reduce your call limit if you do. We can use the deposit to pay off

any Charges you owe us. When this Agreement comes to an end, we will repay any deposit you have given us less any money you owe us. We will not pay any interest on any deposit we take from you.

9.4 If there is a significant increase in your usage between bills, we may contact you. We may need a part payment from you so you can continue to use the Services.

9.5 Where your usage exceeds limits imposed on us by our third party suppliers (e.g. Eir), we shall be entitled to charge you the additional costs we incur as a result of such usage.

10. Additional Charges

10.1 Additional Charges may be applicable where you divert calls to numbers outside the Network or if we provide you with additional numbers for call routing. These Charges will be set as Standard List Prices.

10.2 You acknowledge and accept that content that you access may be protected by copyright, trademark or other intellectual property rights. You accept and agree that content may be manipulated, distorted, adapted, modified, stored or forwarded by others without restriction on wireless networks and the internet, and Vodafone will not be responsible or liable for such acts. You agree not to manipulate, distort, adapt, modify or forward any other content without the prior consent of the holder of the rights in such content.

11. Changing this Agreement

11.1 From time to time Vodafone may modify the standard settings and/or features of the One Net Business Package Plan selected by you, in order to offer additional value to the Service provided to you. You agree that such changes to the One Net Business Package Plan do not constitute modification in the conditions of the contract for that One Net Business Package Plan and do not require your consent although we will try to tell you about this change before it occurs or otherwise within a reasonable time-frame after it has been made.

11.2 We may otherwise change this Agreement (including changing or introducing new Charges or changing or withdrawing the Services or Third Party Services) on written notice to you. We will use reasonable efforts to give you at least thirty (30) days prior written notice of these changes.

11.3 If we change this Agreement to your material detriment then we will notify you at least thirty (30) days prior to the change. You may then end this Agreement by providing thirty (30) days prior written notice to us which you must provide within thirty (30) days of our original notice of change under clause 11.2. This clause 11.3 shall not apply where we have changed the Agreement to comply with applicable laws or regulations. The following shall be a 'material detriment' for the purposes of this clause: (a) any increase in your standard monthly Charges of more than 10% in a 12 month period; (b) an increase in your monthly inclusive price plan Charges; or (c) a withdrawal of the core Services or an adverse change to the core Services.

11.4 The Rates as set out in the Commercial Terms are offered by reference to the number of Sites and End User Lines on your chosen One Net Business Package Plan. Vodafone and the Customer shall review the number of Sites and End User Lines against active One Net Business Package Plans on an annual basis. The Customer agrees that should the number of Sites or End User Lines decreases by more than 10% of that on the chosen Package Plan set out within the Commercial Terms, Vodafone reserves the right to apply a Recovery Charge.

11.5 Save as set out in this clause 11, changes to this Agreement must be made by written agreement of both Parties.

12. Ordering and Delivery

12.1 Two eCAF's will be required in order to sign up to the One Net Business Service – a) eCAF 1 – this will outline the commercial terms applicable to the Services which are subject to change following the Site Survey and b) eCAF2 – which will be provided following the Site Survey and will include the Final Design Solution, Implementation Plan and Commercial Terms. You will be required to accept both documents in order to proceed with this Service.

12.2 Any eCAF for Equipment and/or Services is binding when we have accepted it by giving you written confirmation or, if we don't provide you with written confirmation, when we connect the Services or commence implementation of the eCAF.

12.3 Vodafone will use its reasonable efforts to install the Services by the date that it agrees with you, but all dates are estimates and Vodafone cannot guarantee that it will meet such dates. We will deliver applicable Equipment to the Site as addressed within the Implementation Plan.

12.4 Our supply of Equipment is subject to availability.

12.5 If the committed minimum number of End User Connections and/or Sites per Package Plan, as set out within the Commercial Terms is not met, we reserve the right to charge you in respect of the committed Connections and Sites.

13. Changing the Services and/or your use of Services

13.1 New Users will be subject to a Term per New User unless we agree otherwise with you in writing. If the Agreement in whole or in part is terminated before the end of a New User's Term per New User you will be obliged to pay the Recovery Charges relating to that New User and the monthly Charges until the end of that New User's Term per New User.

13.2 If during the Minimum Term you wish to change any of the Services or sites to which we supply One Net Business then you must notify us of this request in writing. We will carry out a Site Survey and Suitability Test in accordance with Section 18 of these General Terms. You will be charged accordingly based on a site survey.

13.3 All office moves are also subject to an additional Installation Charge in addition to the Charge for the Site Survey.

13.4 Where your solution requires major or complex changes to its configuration, we may apply change management charges in relation to the work relating to the changes, including design and implementation provided that prior to any work being agreed, we will consult with you and make you aware of any proposed charges.

13.5 Where the proposed Services include broadband, this Section 13.5 shall apply. If the broadband at the proposed new site is not sufficient following the Suitability Test then you have the option to either upgrade to "next generation network ("NGN") for an additional Charge to be agreed between the parties or to terminate this Agreement in respect of the site which is being moved. If you terminate in respect of the moving site then termination fees will apply in accordance with clause 22.2.

13.6 If you order a service other than One Net, additional Service Terms may apply in respect of the new services.

14. Our Provision of the Services

14.1 We will use reasonable efforts to correct reported faults inherent in the Services and/or Equipment as soon as possible. If we carry out work in response to a fault in the Services and/or

Equipment reported by you and following such work we determine that there is no fault found in the Services and/or Equipment or that the fault was due to your act or omission, then we shall be entitled to charge you for site visit and any remedial work carried out.

14.2 For certain Services we may need to conduct a survey to ensure the Premises are suitable to receive certain Services. If we need to conduct the survey at the Premises, additional Charges may apply but we will notify you if this is the case.

15. Number Porting and Allocation

15.1 If you Port an existing landline number to the One Net Express Service, we will transfer the number across in accordance with industry standard timescales. Where the existing number is part of a block of numbers which we are required to take, we may charge a nominal fee for the inactive numbers in the block.

15.2 If we provide you with a virtual land line number which you want to Port to another operator on termination of the One Net Express Service, we can only transfer this number to an IPX provider.

15.3 We cannot guarantee the availability of specific numbers however we will allocate to you a number having the local area code of your choice if it is available.

15.4 If you need to transfer fixed line numbers from other networks to us you will need to complete a Porting Letter of Authority Form. Any delay to the completion of this Form may result in a delay to the start of the Services.

16. Voicemail

16.1 Please note, upon signing up for One Net Business you will no longer have access to your original voicemails

16.2 You acknowledge that where more than one End User uses call-routing with virtual land lines, calls may transfer to voice mailboxes of other End Users.

17. Site Access

17.1 You grant us, our subcontractors and agents access to the Premises that is necessary for Vodafone, or Vodafone's subcontractors, to access, to provide or prepare for the provision of the Service and agree to provide us with such facilities and information as we reasonably require for or in connection with our performance of Services (including where necessary access outside normal working hours). The permissions granted in this section 17.1 shall continue in force after termination of this Agreement until such time as all Equipment at your Premises has been returned to us.

17.2 You shall secure and keep in place, or assist Vodafone to obtain (at the Customer's cost), all relevant third party consents and approvals necessary to allow Vodafone to access Customer Premises (including any NTE) for the purposes of providing, and preparing for the provision of, the Service;

17.3 If our provision of Services involves access to Customer Equipment, you warrant and undertake that you have full authority to permit us to perform those Services and agree to indemnify us against any and all liability and costs which we suffer if you breach such warranty.

17.4 You will ensure the Premises provides a safe working environment for our personnel and a suitable environment for the housing of any Equipment which are used as part of or in conjunction with the Services.

17.5 You shall reimburse Vodafone for any reasonable costs incurred by Vodafone as a result of Customer's failure to comply with the obligations contained in this clause 17.

18. Site Surveys

18.1 Where we have carried out a Site Survey we will provide you with a written report detailing the results of the Site Survey and any remediation work that is required to be undertaken prior to the installation of the Service. Failure to carry out any such work may delay the Commencement Date and/or mean that we are unable to provide the Services to you.

18.2 If the Site Survey reveals that remediation work or any additional infrastructure/cost is required you shall be entitled to cancel this Agreement in respect of Services for that site (but not for any other sites to which we provide Services) by giving us written notice within fourteen (14) days from the date we inform you of the Site Survey results. Where you decide to cancel this Agreement, you will remain liable for all costs associated with conducting the Site Survey and any other reasonable costs incurred by Vodafone to this point

18.3 We shall carry out a Suitability Test to assess the quality of the broadband provided from the local exchange. If the Suitability Test results indicate that the quality of the access is insufficient for the Services to be provided to a reasonable standard we will notify you of this, in which event this Agreement shall automatically terminate in respect of the site (but not for any other sites to which we provide Services). Alternatively, you may have the option to upgrade NGN to for additional charges which are to be agreed between the parties.

18.4 Following completion of the Site Survey and Suitability Test, we shall give you an estimate of the maximum number of concurrent connections supported by the Service which will be determined by a number of factors including broadband speed and the proximity of the site to the local exchange. If this estimate is less than 60% of our initial estimate of the same provided to you at the time of the eCAF1 then you shall be entitled to cancel this Agreement in respect of Services for that site (but not for any other sites to which we provide Services) by giving us written notice within fourteen (14) days from the date we inform you of the Site Survey results.

19. Support

19.1 The level of support varies depending on the One Net Business Package Plan you have selected. Details of One Net Business Package Plans and Support features are available at www.vodafone.ie/one-net/one-net-business.

20. Suspending the Services

20.1 We can suspend the Services: (a) to carry out necessary planned maintenance, modification or in the event of technical failure of the Network or Services; (b) to safeguard the security and integrity of the Network; (c) on 14 days' notice of failure to pay amounts due which the Customer fails to rectify; (d) if You and/or End Users do anything (or allow anything to be done) which we think may damage or affect the operation of the Network or Services (e) if you and/or your End Users breach any provision of this Agreement including the "Your Obligations" section (above) if the AUP (f) you engage in any activity (or permit any activity) which Vodafone (as it in its sole discretion shall determine) consider to be contrary to this Contract, existing legislation or regulations applicable to provision of the Service; or (g) where it is necessary to comply with law or regulation (including any orders or directions given by emergency services, law enforcement or regulatory agencies) provided that in each case we shall keep all suspensions to a minimum and/or (i) in order to comply with Applicable Law (including in relation to sanctions and export control).

20.2 We may suspend the services if we reasonably believe that you are in breach of this Agreement. We shall give your prior notice of any suspensions where reasonably practicable.

21. Ending this Agreement

21.1 Subject to clause 22, each party may end this Agreement in whole or in part by giving the other thirty (30) days' notice in writing. Your notice must include your mobile and fixed line numbers and the signature of the account holder. You must pay the Charges during the notice period.

21.2 Each party may terminate this Agreement in whole or part with immediate effect (by serving written notice of termination to the other party): (a) if the other party becomes subject to an Insolvency Event; if (b) if the other party is in material breach of this Agreement (provided that where such breach is capable of remedy, the breaching party is given 30) days to rectify such breach from the date of the other party's notice of the breach) or (c) becomes subject to sanctions and/or export control laws necessitating termination.

21.3 We may end this Agreement with immediate effect on written notice to you if you do anything (or allow anything to be done) which we think may damage or affect the operation of the Network.

21.4 If we are no longer authorised to provide the Services, for example, following termination of a contract between us and a third party supplier, we may terminate the affected Service(s) with immediate effect on written notice to you. If this happens, we shall credit you Charges paid in advance in relation to the terminated Service(s) for the period following termination without affecting your rights under clause 11.3.

21.5 Where you exercise your right to cancel Services in relation to a site (subject to and in accordance with this section 21) then if we do not provide Services to any other site, you may end this Agreement by written notice to us in accordance with Clause 21.1 of this Agreement.

22. Effects of Termination

22.1 Subject to clause 22.2 below, on termination of the Agreement (in whole or part), the following shall apply to all or part of the Agreement terminated: (a) we shall cease to provide the Services; (b) we will terminate access to the Network from the Equipment; (c) you will return the Equipment to us except where you have paid us the full amount for such Equipment (d) you and your End Users shall stop using the Service(s) and Software (except Software which is embedded in Equipment which belongs to you) and return the Software to us (having removed all copies from your systems); (e) the Parties shall promptly return or destroy all Confidential Information (except one copy which is necessary to keep in order to ensure compliance with this Agreement), and provide written confirmation of this upon request; and (f) you shall immediately pay us all sums due, including any applicable Recovery Charge.

22.2 On termination of this Agreement (in whole or in part) prior to the end of a Minimum Term: (a) you shall pay us a Recovery Charge except where you terminate under clauses 11.3 or 21.2 or 28.3 or where we terminate under clauses 21.4 or 28.3; and (b) where specified in the eCAF or applicable Commercial Terms, you shall make a payment as one lump sum for any amount outstanding for the Equipment, calculated as 1/number of months of Minimum Term (for example, for a thirty-six (36) month Minimum Term, 1/36) of the original value of your Equipment less any initial payment you made towards it, multiplied by the number of months left in until the end of the Minimum Term.

22.3 If we require you to return any Equipment to us, we will at our option provide you with pre-paid packaging or arrange for

collection. We may in certain circumstances need to visit the Premises to disconnect or recover the Equipment. If you do not provide the Equipment to us within thirty (30) days of termination, we may continue to charge the Charges (up to the value of the Equipment) until you have allowed us to recover the Equipment.

22.4 You may terminate an End User's use of the Services (without terminating this Agreement) by giving us thirty (30) days' notice in writing. Where this occurs prior to the end of the Minimum Term or such End User's Term per New User, you will have to pay the Charges left for the rest of the Minimum Term or such End User's Term per New User.

23. Liability

23.1 Nothing in this Agreement restricts our liability for death or personal injury resulting from our negligence or for anything which cannot be restricted by law.

23.2 We are not liable under or in relation to this Agreement for: (i) any loss (whether direct or indirect) of profit, revenue, business, data, anticipated savings or goodwill; or (ii) any indirect or consequential losses, regardless of whether such losses were contemplated; or (iii) any content, goods or services which are accessed or downloaded or transmitted by the Customer through the use of the Services

23.3 Subject to clause 23.2, our liability under or in relation to this Agreement is limited in total to 100% of the Charges paid or payable by you in the first twelve (12) months of the Agreement, or if this Agreement has not been in place for 12 months, the average monthly Charges payable for the months from the Commencement Date of the Agreement to the date of the first claim, multiplied by 12.

23.4 Our commitments expressed in the Agreement are in lieu of all implied terms conditions and warranties which are excluded to the full extent permitted by law.

23.5 It is not possible to make fixed line calls using the Services if there is a power failure or a failure of your broadband connection although this will not prevent calls made from mobile devices. It is your responsibility to make your End Users aware of the contents of this clause 23.5.

24. Confidentiality

24.1 Each Party ("Receiving Party") shall keep confidential the Confidential Information of the other Party ("Disclosing Party") and not disclose the same to any other person except as permitted below.

24.2 A Receiving Party may disclose Confidential Information to any director, officer, employee, contractor, or adviser, of the Receiving Party where necessary to fulfil the purpose of this Agreement provided that the Receiving Party ensures those recipients comply with this clause 24. A Receiving Party may disclose Confidential Information where it is required to do so by law or to comply with a court order or request from a regulatory authority.

24.3 Confidential Information shall not include information that: (a) is publicly available other than through breach of this Agreement; (b) is lawfully in the possession of the Receiving Party before disclosure under this Agreement; (c) has been obtained from a third party who is free to disclose it; (d) is independently developed without access to the Confidential Information.

24.4 Upon written request, as soon as reasonably practicable, the Receiving Party shall return all Confidential Information (as far as technically reasonably possible) to the Disclosing Party. The Receiving Party may retain Confidential Information as required by

law or as required for archive purposes. This Agreement will continue to apply to any retained Confidential Information.

24.5 The obligations in this clause 24 shall survive termination of this Agreement for a period of thirty-six (36) months from the date of termination.

25. Data Protection

25.1 Both parties shall comply with applicable privacy law.

25.2 Where a party acting as data processor processes any personal data for and on behalf of the other party acting as data controller, then the data processor undertakes to the data controller that it shall comply with the provisions of the Data Protection Acts 1988 and 2003 and any amendment, replacement or supplement thereto, (b) only process such personal data for the purposes contemplated by this Agreement or with instructions from the data controller from time to time; and (c) not transfer such personal data outside of the European Economic Area without the prior written consent of the data controller.

25.3 We shall process personal data in accordance with our privacy policy at www.vodafone.ie/aboutus/privacy

25.4 Where applicable, you shall inform your End Users of our processing of personal data and shall ensure that they have consented to such processing prior to using the Services.

25.5 You agree that where it is reasonably requested by a Partner, we may provide your billing and contact information to the relevant Partner for the purposes of management, calculating commissions and administration of the account.

26. Transferring this Agreement

26.1 Neither Party may transfer, novate, or assign this Agreement (in whole or in part) without the other Party's prior written consent, such consent not to be unreasonably withheld.

26.2 Despite clause 26.1, we may transfer, novate, or assign this Agreement (in whole or part) without your consent to: (a) a company within our Group; or (b) a debt collection agency where we have terminated this Agreement for your non-payment.

26.3 We may perform some or all of our obligations under this Agreement by using subcontractors.

27. Notices

27.1 We will send you notice by post, voicemail, text or other form of electronic message. We will treat you as having received the notices forty-eight (48) hours after we have sent them. We will send notices served by post, to the address you have given. You must tell us about any changes to your address. You must send us notices by post or email to our address shown on the bill. You can assume we have received these notices 48 hours after you have sent them.

28. Sanctions and export controls

28.1 Each party shall, in the context of the Services: (i) comply with all Applicable Law relating to export control and economic/financial sanctions in the European Union, the United States of America and other countries relevant the dealings of the Parties; (ii) not knowingly do anything which may cause the other Party or members of its Group to breach this Applicable Law; (iii) provide such assistance, documentation and information to the other party as that Party may reasonably request, (iv) notify the other Party of loss of license/authorization or actual/potential investigations/breach in relation to this Applicable Law; (v) not

carry out activities with restricted list individuals or entities; and (vi) not sub-contract or assign the benefit of the Services or re-export, re-sell or otherwise transfer any Services to restricted individuals or entities.

29. General

29.1 If you or we fail to enforce our rights under this Agreement, it will not prevent you or us from taking further action.

29.2 You and we acknowledge that neither you nor we have entered this Agreement relying on any non-fraudulent statement which is not expressed in this Agreement.

29.3 Neither Party will be responsible or liable for the failure or delay in the performance of its obligations due to a cause beyond its reasonable control. Each Party may terminate this Agreement if the other Party is prevented from performing its obligations due to a cause beyond its reasonable control which continues for a period of ninety (90) days or more.

29.4 Neither party shall make any public announcement regarding this Agreement unless otherwise agreed in writing by both Parties.

29.5 If you are a sole trader, a partnership, or some other organisation that is not a limited company, and you purchase Equipment from Vodafone and pay for such Equipment by instalments, your purchase of such Equipment may be covered by the Consumer Credit Act 1995, which provides a customer with additional rights, including rights to terminate the purchase. Where this is relevant, we will provide you with the details.

Definitions

· **Access Charge** - In relation to the Service means unless otherwise defined, the monthly or other periodic fee for transmitting and receiving communications on Connections across the Network including line rental charges.

· **AUP** - Our acceptable use policy at www.vodafone.co.uk/cs/groups/configfiles/documents/content/documents/vfcon058965.pdf or as otherwise made available on our website.

· **Business Day** - Any day which is not a Saturday, a Sunday or a public holiday in the Republic of Ireland

· **Charges** – Installation Charges, Access Charges and Service Charges.

· **Commencement Date** - the date that we first provide you with NGA and/or NGN access to you at the site as specified in the Implementation Plan, for the avoidance of doubt not all services may be provided to you at this date and each site may have a different Commencement Date. If you make further orders after the initial Commencement Date, the commencement date for the additional ordered Services shall be the date we first provide you with NGA and/or NGN access to you in respect of those additional ordered Services.

· **Commercial Terms** – the document headed 'eCAF2' which details the commercial offer to you for the Services.

· **Confidential Information** – Information which would reasonably be regarded as confidential by a business person concerning the operations, business, services, know-how, suppliers, customers, or products of the disclosing party disclosed by one party to the other party before or after the Commencement Date. Our Confidential Information includes passwords, PINs and security information which are used to access the Services.

· **Connection or End User Connection** - A Vodafone SIM Card or fixed line connection that has been configured to attach to the

Network with a price plan or add on associated with it so that an End User can use and be charged for Services supplied under the Commercial Terms.

- **Content Service Pass** – A virtual pass to access content services as part of your price plan (where applicable).
- **Customer, you and yours** – the contracting party set out in the eCAF.
- **Customer Equipment** – Anything (including hardware, Software, peripherals, cables and media) not supplied by us to you which you use to access the Services.
- **eCAF or electronic Customer Authorisation Form** - means the two documents, eCAF1 and eCAF 2 which you are required to sign before you can receive the Services. eCAF1 will detail the commercial terms applicable to the Services which may be subject to change following the Site Survey. eCAF2 will reflect the Final Solution Design including Implementation Plan and final Commercial Terms determined following the Site Survey.
- **End User** – An individual end user of the Equipment and/or Services (who is your employee or contractor) under this Agreement.
- **Equipment** - Any tangible material, but not a SIM Card, supplied by us to you, or connected to the Network on your behalf, such as a mobile phone, a connecting cable, a power supply, or a PC data card.
- **Final Solution Design** - The specific One Net Business design for your Premises (detailed in the Final Solution Design document) determined as a result of the Site Survey.
- **Installation Charge** – the once off charges payable by you for connection of the Sites to the One Net Business Services including but not limited to fees for cabling, Equipment, professional services and Third Party Service fees as set out within the Commercial Terms.
- **Insolvency Event** – An event where the other party goes into liquidation, makes an arrangement with creditors, appoints a receiver or administrator, or has bankruptcy or insolvency proceedings brought against it; or suffers a similar event in any jurisdiction.
- **Implementation Plan** - The specific One Net Business installation plan for your Sites (detailed in the Implementation Plan document) determined as a result of the Site Survey.
- **Minimum Term** - The thirty-six (36) month minimum term which you commit to receive the Services as measured from the Commencement Date for each site.
- **New User** - an additional End User who starts using the services after the Commencement Date.
- **Network** - The telecommunication systems we use to provide the Services.
- **One Net Business Services** - the Vodafone service called One Net Business that integrates your fixed line and mobile voice services and fixed line data services, delivering a converged communications experience.
- **One Net Express** - the Vodafone service called One Net Express that provides enhanced voice and data features further details of which are set out in the One Net Express Service Terms.
- **Partner** – a third party authorised by us in relation to the provision of Equipment and/or Services to you.

- **Premises** - the collective group of Sites as set out in eCAF2 to which we provide the Services.

- **One Net Business Package Plan and Package Plan** - A service offering which determines the service features, Charges and individual terms for each End User Connection to enable connectivity to the Service, as defined at www.vodafone.ie/one-net/one-net-business, as updated from time to time. For the avoidance of doubt, this does not include your mobile price plan.

- **Recovery Charge** – The fee which is payable by the Customer pursuant to clause 1 of the General Terms where the Agreement and/or New User terminates during the relevant Minimum Term, which shall be calculated based on the Access Charge x number of months left in Minimum Term.

- **Suitability Test** – A test to determine the suitability of the broadband available to your site from the local exchange to assess whether (in our opinion) the quality of access is sufficient for the deployment of the Services at that site.

- **Services** – the services provided by us pursuant to this Agreement.

- **Service Charges** – all fees other than Access Charges which are payable by you for use of the Services including fees for Equipment, Software, Recovery Charges, usage charges and any 'one-off' charges.

- **Service Terms** - A schedule that sets out service-specific information such as terms and conditions, specifications and other technical information.

- **SIM Card** - A subscriber identity module card, which is an electronic memory device for storing user specific data to allow controlled and secure use of Equipment on the Network.

- **Site** - the address(es) set out in eCAF2 to which we provide the Services.

- **Site Survey** - a survey of a Customer's Site to assess whether (in Vodafone's opinion), the existing infrastructure is sufficient for the deployment of the Services at that site.

- **Software** - A machine executable computer program, software module or software package or any part thereof (in object code only), supplied by us or our licensors to you irrespective of how it is stored or executed.

- **Software Licence** - The terms and conditions that prescribe: how you shall use Software; the rights of the Software owner/licensor; and rights of the Software user in relation to such Software, which may be provided as a 'click-through' or 'shrink-wrap' licence.

- **Standard List Price(s)** – Vodafone's standard unsubsidised Charges for Services and Equipment as advised to you by Vodafone and/or as made available on request by Vodafone (as amended by Vodafone from time to time).

- **Term per New End User** - the Minimum Term of time that the Services shall be provided to a New User which shall be thirty-six (36) months unless otherwise agreed.

- **Third Party Services** – Those Services provided by third parties which are charged in addition to your inclusive price plan allowance. Third Party Services may include premium rate services, content services, calls to non-geographic numbers, calls to call forwarding numbers, using Customer Equipment or Equipment abroad, or making calls and sending texts to a country outside the UK.

· **Vodafone, we, us and our** – Vodafone Ireland Limited, registered number 326967, and registered office: Mountainview, Leopardstown, Dublin 18.

· **Vodafone Group** – Vodafone Group Plc, Vodafone and any company in which Vodafone Group Plc owns (directly or indirectly) 15% or more of the issued share capital, and any partner market listed on the investor relations page at www.vodafone.com.