

# Vodafone Analytics Service Terms

Version Date: 26 March 2023

## 1. General

- 1.1 Service Summary:** The Vodafone Analytics Service (the “**Service**”) offers geo-location based data insights through the delivery of Data Files. The Service anonymises and aggregates network data to produce Deliverables specific to Customer’s requirements. In connection with the Service, Customer may purchase Visualisation Capabilities Services (“**Optional Service Element**”). The term “**Service**” includes any applicable Optional Service Element(s) as set out on the Customer Agreement or on an Order.

## 2. Conditions of Use

- 2.1 Customer Prerequisites:** Customer must provision and maintain internet access (“**Customer Prerequisites**”) to receive the Deliverables. Vodafone is not responsible for any performance or non-performance issues with the Service caused by the Customer Prerequisites or Customer failing to comply with the Customer Prerequisites.
- 2.2 Authorised Users:** Access by Customer to the Service is limited to authorised Users. Vodafone will provide each authorised User with a user name, password, or other access information (“**User Details**”). Customer is responsible for: (a) the security of the User Details; (b) providing Vodafone with the identity of the Users and keeping that information current; and (c) Users’ compliance with the Customer Agreement. Vodafone accepts no liability for any unauthorised or improper use or disclosure of any User Details. Customer is liable for all acts and omissions conducted using the User Details. Customer will be responsible for and will pay for the Charges including any unauthorised or fraudulent usage arising out of Customer’s breach or failure to comply with the provisions of these Service Terms. Customer acknowledges that Vodafone has no liability for any loss or damage to the Customer arising from such unauthorised or fraudulent usage.

## 3. Deliverables

- 3.1 Agreed Delivery Date:** Vodafone will provide Customer with the delivery date of the Deliverables (“**Agreed Delivery Date**”) and use reasonable endeavours to deliver the Deliverables by the Agreed Delivery Date. If Customer requests a change before delivery of the Deliverables, Vodafone may adjust or cancel the Order and/or amend the Agreed Delivery Date, subject to the payment of the Charges and any reasonable costs and expenses incurred as a result of such change.
- 3.2 Deemed Acceptance:** Customer will be deemed to have accepted the Deliverables, unless Customer notifies Vodafone within 5 Working Days of receiving the Deliverables if such Deliverables do not materially comply with the Order and provides sufficient supporting details. Upon receipt of notification, Vodafone will take reasonable action to rectify such non-compliance and re-submit the Deliverables in accordance with the Order.
- 3.3 Data File(s)**
- 3.3.1 Delivery:** Unless otherwise agreed with Vodafone, Data File(s) will be provided to Customer via email through a secure file transfer service. The Data File(s) will be removed from the file transfer service when Customer has downloaded the Data File or after 14 days whichever is sooner.
- 3.3.2 Customer Obligations:** Customer may request that Data Files are delivered to a Third Party Storage Location. If Vodafone agrees that such Third Party Storage Location is used, Customer must ensure that: (a) all relevant permissions, user accounts and access URLs required to securely transfer the Data Files are set up and communicated to Vodafone; (b) the Third Party Storage Location is secured at all times when Data File(s) is/are being transferred or stored within; and (c) the Data File(s) will only be accessible to Users.

## 4. Data Protection

- 4.1** Vodafone is the Data Controller for this Service. Vodafone’s Data Protection Terms when Vodafone is Data Controller apply, including local terms, as applicable.
- 4.2 Privacy and Security Obligations:** Customer warrants and undertakes that at all times; (a) it shall not attempt to and shall ensure that no attempts are made to identify any individual from the Deliverables and the Deliverables Data or attempt to contact an individual; (b) it shall notify Vodafone immediately if it becomes aware that any individual has been inadvertently identified or if the Deliverables or the Deliverables Data contains any personal data and it shall comply with any instructions from Vodafone relating to such data, including the deletion and destruction of such data; and (c) Each party will ensure that appropriate information security measures are in place to govern the sharing of the information and data.
- 4.3 Scope of Vodafone Data:** The Parties acknowledge that sharing Vodafone Data may be subject to local legal or regulatory restrictions. Where necessary, Vodafone will prior to sharing Vodafone Data obtain approvals from relevant local governments and bodies. If requested by Vodafone, the User will assist Vodafone to obtain such approvals from the relevant local government and bodies.
- 4.4 Data Sharing:** Vodafone may refuse to provide Vodafone Data to the User at any time and for any reason, for example if prohibited by local government or contrary to any Applicable Law; or if Vodafone deems continued sharing of Vodafone Data may lead to reputational damage or liability from a third party.
- 4.4.1** No quality commitments for information shared by Vodafone or for the model(s) developed by Vodafone: while reasonable efforts have been taken to ensure information and models are of highest quality, the information and outputs shared by Vodafone are mere predictions and may contain errors. The provision by Vodafone of Vodafone Data does not constitute any representation or warranty (express or implied) by Vodafone about the accuracy or usefulness of such Vodafone Data.

- 4.4.2 The Party will not use any of the data to gain any insights into any minority groups or use the data to make any decisions about groups of individuals that may have a significant legal impact on those individuals.

## 5. Intellectual Property Rights (“IPR”)

- 5.1 **Ownership:** Vodafone owns all IPR in the Deliverables and the data and information contained therein (“**Deliverables Data**”). The Customer is not allowed to disclose, sell, resell, license, sublicense, transfer, distribute the Deliverables or Deliverables Data or any part thereof.
- 5.2 **Use:** The Deliverables and Deliverables Data are provided for internal business purposes of the Customer (and any Customer Group Company) only. The Customer is permitted to utilize the Deliverables or Deliverables Data or any part thereof for external purposes in an indirect manner, such as by implementing the data and insights derived from the data to enhance or modify their products. However, the Customer is prohibited from directly presenting the data to their customers.

## 6. Announcements

Customer shall not issue any announcement, public statement or other communication to any third party concerning its dealings with Vodafone in relation to this agreement without Vodafone’s prior express written consent, except as required by Applicable Law.

## 7. Definitions

- 7.1 **Data File(s)** means the file containing the data requested by the Customer that is delivered as part of the Deliverables
- 7.2 **Data Protection Terms** means the terms regarding data protection in the General Terms, or if those General Terms are not applicable, the Data Protection Terms found at [www.vodafone.com/business/vge-customer-terms](http://www.vodafone.com/business/vge-customer-terms).
- 7.3 **Deliverables** means any deliverable to be provided annually, monthly or quarterly by Vodafone as set out in the Order, including Data File(s).
- 7.4 **General Terms** means the General Terms or master agreement identified in the Customer Agreement.
- 7.5 **Third Party Storage Location** means a storage location that is managed by the Customer and must be agreed in advance with Vodafone as a location where the Data File can be securely transferred.
- 7.6 **Vodafone** means the member of the Vodafone Group that is a Party to the Customer Agreement.
- 7.7 **Working Day** means on Monday to Friday inclusive, but excluding public holidays in the country where the Service is delivered from.
- 7.8 **Working Hours** means the hours between 0900 and 1700 (local time) on a Working Day.