

Network API Team | DMP Operate-API Service Terms

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1. General

- 1.1 Service Summary: Open Gateway Operate API component suite (Onboarding and Ordering) service (the "Service") aims to provide operations required between the Customer and Vodafone. The Service component suite implements a subset of the proposed scenarios:
- 1.1.1 Application Owner Management (acceptance, on boarding, lifecycle management)
- 1.1.2 Application Management (acceptance, on boarding, lifecycle management)
- 1.1.3 Service API Management (ordering, retrieving)

2. Conditions of Use

- 2.1 Vodafone is not responsible for any performance or non-performance issues with the Service caused by the Customer to comply with the conditions of use. If Customer fails to provision or maintain the conditions of use, Vodafone may terminate the Service.
- 2.2 Customer Obligations: Customer agrees to:
- 2.2.1 be wholly responsible for the data and information submitted through the Service
- 2.2.2 be responsible for any back-up of data;
- 2.2.3 be wholly responsible for onward consumption of all related API production calls (and associated costs, in-line with API product commercial terms) arising from use of the Service.
- 2.3 Authorised Use: Access by Customer to the Service is limited. Vodafone will provide Customer with access information ("Access Details"). Customer is responsible for: (a) the security of the Access Details; (b) Users' compliance with the Customer Agreement; and (d) where the solution is integrated with an identity access management system ("IAM"), providing and configuring a suitable IAM provider. Vodafone accepts no liability for any unauthorised or improper use or disclosure of any Access Details. Customer is liable for all acts and omissions conducted using the Access 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. Data Protection

3.1 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. Support and Delivery Services

- 4.1 Support Service: Vodafone will provide Customer with Support Service for the Service Elements ordered by Customer.
- **4.2** Support Parameters: Vodafone will provide support (in English only) for the Service Elements ("Support Service"). in accordance with the table below:

Support Service	Service Cover Period
Incident Management	Working Hours

- **4.3 Contact:** Customer will appoint primary and secondary points of contact. Only the appointed individuals can access the Support Service and communicate with Vodafone during the relevant Service Cover Period. Customer must keep Vodafone up-to-date with the appointed individuals' identity and level of access.
- 4.4 Planned Works: Vodafone may interrupt the Service for Planned Works and will notify Customer beforehand.
- **4.5 Commencement Date:** Vodafone will make the Service available to Customer and notify Customer that the Service is ready for use ("Service Commencement Date").
- **4.6** Applicability: Unless stated otherwise Service Levels apply from the Service Commencement Date.
- 4.7 Excluded Events: Vodafone is not responsible for failure to meet Service Level if it is affected by an Excluded Event.

5. Definitions

- **5.1 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.
- **5.2 Equipment** means the hardware and related software Customer must have to use the Service, including mobile devices/handsets and SIMs.
- **5.3 Equipment Terms** means the terms regarding Equipment in the General Terms, or if those General Terms are not applicable, the Equipment Terms found at www.vodafone.com/business/vge-customer-terms.

- **5.4 Excluded Event** means an Incident caused by: (a) another Vodafone service purchased under a separate Customer Agreement; (b) non-Vodafone-supplied power, Customer Equipment, non-maintained structured cabling or other systems or networks not operated or provided by Vodafone (including an Incident relating to consumption of services over the internet); (c) the negligence, act, or omission of Customer or a third-party not within Vodafone's direct control; (d) Customer's delay or non-performance of any of Customer obligations set out in the Customer Agreement; (e) Customer's request to modify or test a Service Element; (f) a Force Majeure event or Service suspension that is permitted under the Customer Agreement; and (g) a configuration change during implementation.
- 5.5 General Terms means the General Terms or master agreement identified in the Customer Agreement.
- **5.6 Incident** means an unplanned interruption to or a reduction in the quality of the Service, or a failure of a Service configuration item, and does not include Planned Works.
- 5.7 Incident Management means the end-to-end management of Incidents by Vodafone.
- **5.8 Planned Works** means planned Vodafone-initiated changes to the Service (for example, to carry out essential maintenance or upgrades).
- **5.9 Service Element** means the individual components of the Service including optional services if applicable and configuration changes.
- **5.10** Vodafone means the member of the Vodafone Group that is a Party to the Customer Agreement.
- **5.11 Working Day** means on Monday to Friday inclusive, but excluding public holidays in the country where the Service is delivered from.
- **5.12** Working Hours means the hours between 0900 and 1700 (local time) on a Working Day.