

# Cloud Services (Cloud Server)

## Service Description

### Introduction

By registering to use the Cloud Services you acknowledge and agree that you have read and understood the Standard Terms (as amended below) and the terms set out in this Service Description for Cloud Services (together, the "Terms") and any use of the Cloud Services will be subject to the Terms. You warrant that the Administrator, and any other person using the applicable user name and password, has your authority to purchase the Cloud Services for your use and to manage the use of the Cloud Services on your behalf.

### General

#### 1. Definitions

**"Acceptable Use Policy"** means our acceptable use policy, as set out in Appendix 1 to this Service Description.

**"Administrator"** means your nominated administrator who has your authority to purchase Cloud Services and manage those services on your behalf.

**"Cloud Services"** means Vodafone's cloud services as set out on and provided through the Cloud Services Portal, and as further defined in this Service Description.

**"Cloud Services (Cloud Server)"** means the provision of virtual server services, as further defined in the Cloud Services (Cloud Server) section of this Service Description.

**"Cloud Services Portal"** means the Vodafone Internet site for discovery, browsing, subscribing, consumption, reporting and customer administration of the Cloud Services.

**"Microsoft Licence Terms"** mean the licence terms as set out in Appendix 2 to this Service Description, as may be amended by Microsoft from time to time.

**"Standard Terms"** means Vodafone's Business Terms.

**"Vodafone", "we" and "our"** means Vodafone New Zealand Limited and **"you"** means you, our customer.

#### 2. Standard Terms

The Cloud Services will be supplied to you on the basis of:

- The Standard Terms, subject to the amendments referred to below; and
- The terms set out in this Service Description.

The Standard Terms are amended as follows:

- Ordering of the Cloud Services will be completed on-line via the Cloud Services Portal;
- Clause 2.1: your agreement with us for Cloud Services will commence on the date that we advise you via your nominated email address that the Cloud Services are available for your use;
- "Initial Term" means one month from the date we advise you, via your nominated email address that the Cloud Services are available for your use";

- Clause 26.10: your notice details will be the details supplied by your Administrator when setting up the Cloud Services.
- Clause 1.3: the following Specific Terms are incorporated into the Agreement:

;

”Specific Terms” means the Service Description: Cloud Services (Cloud Server) and the particular Cloud Services that will be provided to you and the associated Charges payable by you, the details of which are set out in the ”My Services” section under the ”My Subscriptions” tab on the Cloud Services Portal.”

### **3. Your Services**

#### **Minimum Term**

The Cloud Services are provided to you on a month-to-month basis, commencing on the date we advise you, via your nominated email address, that the Cloud Services are available for your use. Charging for the Cloud Services will also start from this date. Charging will continue until you fully decommission the services thereby terminating them. Any virtual server that is powered down or suspended, but not terminated, will incur on-going costs.

#### **Suspension or Termination**

Any rights for us to suspend or terminate the Cloud Services are in addition to our rights to suspend or terminate your service under the Standard Terms.

We may suspend or cancel your receipt of the Cloud Services and you must continue to pay all charges relating to the relevant suspended services during the period of suspension if we reasonably believe that you are in breach of:

- (i) the Acceptable Use Policy;
- (ii) the Microsoft Licence Terms;
- (iii) the Standard Terms;
- (iv) the terms and conditions set out in this Service Description; or
- (v) any user guides provided by us.

In addition to our other rights to cancel or suspend your receipt of the Cloud Services, we may also suspend or cancel your receipt of the Cloud Services (but without you incurring any charges relating to such services during the period of suspension) due to a reasonable suspicion on our behalf that the continued provision of a product, service or feature may compromise the security of our service platform, for example due to hacking attempts or denial of service attacks or a vulnerability discovered in relation to a particular item of technology which we use to deliver the Cloud Services.

Where we suspend or cancel your receipt of the Cloud Services, we will provide you with as much notice as is reasonably possible in the circumstances prior to suspending or cancelling the services.

#### **Acceptable Use Policy**

You must use the Cloud Services in accordance with the Acceptable Use Policy.

#### **User and Responsibility Guides**

You must follow our reasonable directions in relation to:

- (a) your use of the Cloud Services; and

(b) the data that is stored or hosted as part of the services you are receiving under the Cloud Services.

We may provide you with user guides relating to the Cloud Services which will set out relevant technical information related to your services as well as instructions for use.

### **Third Party Claims**

You indemnify us against all loss, liability, cost or expense, suits or proceedings arising as a result of or in connection with any third party claim that relates to your data (including hosted content, any data stored on our storage platform and any software or configuration data you install on our service platform) or arising as a result of or in connection with your use of the Cloud Services.

## **4. Ancillary Services**

### **Help Desk**

If you experience a fault with your service, you may contact our help desk. Our help desk staff will attempt to rectify the fault, but may require certain information from your authorised representative before the fault can be rectified. The help desk may not be able to assist if your authorised representative is unavailable.

### **Cloud Services Portal**

As part of your service, we will provide your Administrator with a user account and password enabling you to access our online Cloud Services Portal so that you can order Cloud Services, review information about your products, services and features and administer them.

You acknowledge that the accessibility and functionality of the online Cloud Services Portal may be affected by your internet connection, browser and/or the computer system you are using.

### **Security**

We aim to protect our equipment and service platform against intrusions, viruses, trojan horses, worms, time bombs and other similar harmful software which may affect your service, as well as vulnerabilities which may expose our equipment and service platform to the risk of intrusion or attack. We do not, however, guarantee such protection.

You must take steps to prevent unauthorised access to your service and our service platform, for example, by not disclosing security credentials (such as user names and passwords) related to the services purchased as part of the Cloud Services.

You are responsible for the use of the Cloud Services by your users. You are also responsible for maintaining the confidentiality of your passwords and you are solely responsible for all activities that occur under your password. You agree to notify us immediately of any unauthorised use of your password/s or any other breach of security related to the Cloud Services Portal or the Cloud Services.

The Cloud Services do not include the following security features:

- For the server: intrusion detection, intrusion prevention and host intrusion protection; and
- For the network: network intrusion detection and network intrusion prevention.

You will not access or attempt to access the Vodafone internal network or perform penetration testing in relation to the Cloud Services.

### **Service Software**

We use software to provide the Cloud Services. We do not guarantee that such software is error-free.

As part of your service, we may provide you with a non-exclusive, non-transferable licence to use certain software ("Service Software") for the sole purpose of you accessing and using your service.

You must comply (and ensure that your users comply) with all licence terms applicable to the Service Software, this Service Description, the Standard Terms and the Microsoft Licence Terms set out in Appendix 2.

Because of the nature of the Cloud Services, which are made up of technology and services provided by our third party suppliers, we may not have control over certain terms and conditions which the third party supplier requires you to click to accept or otherwise enter into when you first use your service.

We will endeavour to provide you with a copy of these third party terms and conditions.

If you do not agree to the third party terms which we provide, we may not be able to provide you with certain products, services or features. If you accept the third party terms and conditions, you must comply with those terms and conditions. If you fail to do so, we may be required by the relevant third party to cancel your service.

Except as permitted by law, you must not (and you must ensure that your users do not):

- (a) remove any copyright, trade mark or similar notices on the Service Software;
- (b) attempt to reverse engineer, decompile, disassemble, or derive any part of the source code of the Service Software; or
- (c) modify, translate, or create derivative works based on the Service Software.

You must install Service Software, other software, upgrades and patches as directed by us. If you fail to do so, we may suspend or refuse to support your service.

### **Your Software**

You must not use third party applications in connection with the Cloud Services which have licence terms and conditions which conflict with or could cause you to breach the Standard Terms or this Service Description.

## **5. Your Information**

### **Your Data**

If we host or store your data as part of your service, you grant us a licence to host or store your data for all purposes required for or related to our provision of the Cloud Services.

If we do not think that your data meets certain required standards, we may suspend or cancel your Cloud Services or we may direct you to remove your data or request your authorisation for us to do so on your behalf. Some examples of data that do not meet our standards includes pornographic, offensive or defamatory content.

You are responsible for backing up your data. Notwithstanding any other clause in this Service Description or any other terms between us, we are not liable for any loss or corruption of data irrespective of how such loss arose.

We may delete your data immediately on termination of your Cloud Services. You are responsible for transferring your data elsewhere.

## **Privacy**

In order to deliver the Cloud Services, you allow us to disclose personal information we collect from you and your users to third parties such as our suppliers, contractors and third party service providers (or their suppliers).

We rely on you to ensure that you have taken all legally necessary steps to allow us and our third party suppliers to collect personal information from your users and to use, disclose, store and transfer such personal information in accordance with the Vodafone Privacy Statement (at <https://www.vodafone.co.nz/legal/policy/privacy/>) and these additional privacy terms. You indemnify us against any claim, cost, loss or liability which may arise in connection with your failure to do so.

## **Take Down Notices and Directions**

You must promptly notify us if you receive any mandatory take-down, service cessation or link deletion notices from any regulatory authority, that relates to your hosted content or data stored on our services platform. You must promptly comply with any such notices and directions.

We may immediately disable or suspend access by you or your customers to your hosted content by written notice to you if:

- (a) you fail to comply with, or we receive, any mandatory take-down, service cessation or deletion notices from a regulatory authority that relates to your hosted content or data or any part of it; or
- (b) we reasonably suspect that your hosted content or any part of it breaches any laws, regulations, determinations or industry codes applicable to your service or your hosted content, or infringes the rights (including intellectual property rights) of any person.

## **Intellectual Property**

If we provide you with any documents, processes, service configurations or software as part of your service, we (or our licensors) will:

- (a) continue to own the intellectual property rights in those materials; and
- (b) grant you a non-exclusive, non-transferable licence to use that material solely for purposes required to use the Cloud Services.

You must immediately inform us if you become aware of any infringement or suspected infringement of our intellectual property rights.

## **Your Records**

You are responsible for ensuring that you comply with all laws or regulations which require you to retain certain records, data and information.

## **Virtualisation**

Many of the products, services and features provided under the Cloud Services are provided through the use of virtualisation technology and you acknowledge and agree that the hardware and software that we use to provide you with your products may be shared with other customers.

## **6. Pricing**

### **Pricing**

Pricing for the Cloud Services is specified in the Cloud Services Portal. We will commence billing for your Cloud Services from the date we advise you, via your nominated email address that the Cloud Services are available to you.

## Cloud Services (Cloud Server) Detailed Service Description

In addition to the General terms above, the following terms apply if you are purchasing Cloud Services (Cloud Server) from us.

To be eligible for Cloud Services (Cloud Server) you need an account with Vodafone and a fixed broadband plan with Vodafone.

Cloud Services (Cloud Server) consist of the following key elements:

- Computing infrastructure on demand, including:
  - Server management;
  - an operating system (see below for further details); and
  - Virtualisation technology hosting virtual machines.
- Virtual servers of various sizing configurations, with a Windows Server 2008 R2 64Bit, Windows Server 2012, Redhat Linux, or Suse Linux operating system;
- Storage management and backup management of the configuration of the virtual server; and
- Data centre network management, including installation, management and monitoring of the data centre network.

All Cloud Services (Cloud Server) are provided from data centres located in New Zealand.

## Scope of Services

### 1. Services

Cloud Services (Cloud Server) provide you with dedicated and virtualised infrastructure resources that are located in New Zealand managed data centres and delivered as a service.

Cloud Services (Cloud Server) can be used in the following configurations:

- (a) Virtual Private Cloud. You can combine Cloud Services (Cloud Server) with Vodafone IP-VPN (Private IP) to create a Virtual Private Cloud service. The Cloud Servers in this configuration exist within a private sub-compartment and only be accessible from the IP-VPN.
- (b) Public cloud. You can combine Cloud Services (Cloud Server) with a Vodafone fixed broadband plan to create a publicly accessible cloud service. The Cloud Servers in this configuration exist within a public sub-compartment and a Managed Firewall component must be added to secure your service.

You may choose from the following Cloud Server products:

- (a) Cloud Server Flexi Managed with a managed operating system and disk (storage), CPU & RAM (memory) flex; or
- (b) Cloud Server Flexi Unmanaged with a self-managed operating system and disk (storage), CPU & RAM (memory) flex or
- (c) Cloud Server Managed with a managed operating system and disk (storage) flex only; or
- (d) Cloud Server Unmanaged with a self-managed operating system and disk (storage) flex only

If you have Cloud Server Flexi you may use the Cloud Services Portal to create and configure virtual servers to which you may allocate CPU and RAM resources.

As a part of the Cloud Services (Cloud Server), you may use the Cloud Services Portal to create and configure virtual disks.

We do not provide you with physical access to the server infrastructure.

## **2. Operating System**

The Cloud Services (Cloud Server) include the provision of an operating system which is provided to you on the Microsoft Licence Terms set out in Appendix 2 of this Service Description.

The following actions are not permitted:

- Host name changes;
- Installation of non-Vodafone provided operating systems or versions;
- Changing the size, the drive letter or other settings of the storage partition, even if you have the capability due to being granted administrative rights.

## **3. Storage**

As part of the Cloud Services (Cloud Server) we provide you with access to storage capacity on our service platform that can be used by you for various purposes including to store your data and applications.

Multiple virtual disks are permitted. It is mandatory to have one (1) virtual disk for each server service and is reserved for the operating system.

You can add additional virtual disks via the Cloud Services Portal. You may select the size of further virtual disks. Virtual disks cannot be removed separately.

You are responsible for ensuring that all disks provided under this service have sufficient free storage capacity for your system requirements and the operating system.

## **4. Managed Operating System Instance**

If you select the managed Operating System Instance (OSI) of the Cloud Services (Cloud Server), we will provide you with a managed virtual server that is reserved within the virtualised environment. This includes management, monitoring, security, antivirus and backup activities in connection with the OS. No administration rights are provided to you, however for installation of application software, you will be granted administration rights.

If you elect to use Red Hat Enterprise Linux as the operating system, you must accept Red Hat's Software Subscription Agreement for End Users in the Cloud ([redhat.com/licenses/cloud\\_cssa/](https://www.redhat.com/licenses/cloud_cssa/)). You acknowledge and agree that you accept all risk of use of the Red Hat Enterprise Linux software, including without limitation, the risk of your or third party proprietary software being subject to the terms of the Software Subscription Agreement, with a requirement that the source code to such software be made publicly available.

## **5. Self-Managed Operating System Instance**

If you select the self-managed Operating System Instance (OSI) option of the Cloud Services (Cloud Server), we will provide you with a self managed virtual server that is reserved within the virtualised environment. You will receive root access and administration rights to the self managed OS.

If your service is impacted through your use of the Cloud Services Portal, we will attempt to help you reinstate your service or recover your data but do not guarantee that we will be able to fully restore your service or data.

You are responsible for sourcing, installing and configuring all end-point security software which you wish to install on your virtual servers (including anti-virus and intrusion prevention software).

If you elect to use Red Hat Enterprise Linux as the operating system, you must accept Red Hat's Software Subscription Agreement for End Users in the Cloud ([redhat.com/licenses/cloud\\_cssa/](https://redhat.com/licenses/cloud_cssa/)). You acknowledge and agree that you accept all risk of use of the Red Hat Enterprise Linux software, including without limitation, the risk of your or third party proprietary software being subject to the terms of the Software Subscription Agreement, with a requirement that the source code to such software be made publicly available.

### **Managed Firewall**

Managed Firewall provides a highly available, multilayer, stateful inspection firewall service. Stateful Inspection provides accurate and highly efficient traffic inspection with full application-layer state awareness for a strong level of security and scalability.

The Managed Firewall service offers full 24x7 management, monitoring and administration of all supported firewall devices.

The Managed Firewall allows a Public IP address to be assigned to an OSI via Network Address Translation (NAT), with rules for allowed access from the Internet to the OSI. You must assign at least 1 Public IP address to use Cloud Servers in a Public Cloud configuration. Additional Public IP addresses can be purchased for an additional cost on request. There is a monthly fee for each Public IP address. Internet bandwidth is limited to one of the following configurations: 1Mbps, 2Mbps, & 5Mbps. Additional bandwidth up to 100Mbps is available and may be an additional cost.

Additional VLANs can be configured and firewall rules can be defined to support inter-VLAN traffic.

Managed Firewall change management is provided on the following basis:

- Lead time for change request: 3 days; and
- Change window: 8pm to 8am Mon-Fri

### **Backup Services**

Backup services include the provision of backup for the operating system and your data to enable the restoration of your data after an interruption or event which causes data loss.

Backups are accomplished by copying the specific data (OS disk and data disks) to a backup media in compliance with the features set out in the below table:

<b>Service</b>	<b>Description</b>
Backup media	Virtual tape library
Type of Backup	Weekly full (distributed over one week) – daily incremental (OS disk and all related server service attached Data disk[s])
Retention Time	30 days



Service	Description
Limitations	If files during the backup procedure are open (in use by End User), no guarantee of data consistency applies.

## 6. Vodafone Operational Activities

The following table sets out which operational actions Vodafone will perform and components supplied in relation to the Infrastructure Services.

	Vodafone Managed OS	Customer Managed OS
<b>Virtualisation Host Management</b>		
Availability monitoring	Included	Included
Hardware management & monitoring	Included	Included
<b>Virtual Server Services</b>		
Server provisioning	Included	Included
Hypervisor patch management	Included	Not supplied
Security management (configuration of options)	Included	Not supplied
OS Backup	Included	Included
Data Backup	Included	Included
<b>Operating System</b>		
Provision of OS image	Included	Included
OS patch management	Included	Not supplied
OS & hardware availability monitoring	Included	Not supplied
Event detection & notification (availability, capacity & performance)	Included	Not supplied

	Vodafone Managed OS	Customer Managed OS
Antivirus protection (deployment & updates)	Included	Not supplied
<b>Server Description</b>		
Server	Virtual	Virtual
Hypervisor (virtualisation layer)	VMware ESXi	VMware ESXi
End User Operating System	Current Version(s): Windows Server 2008 R2 64Bit, Windows Server 2012, Red Hat Enterprise Linux Server Rel 6	Current Version(s): Windows Server 2008 R2 64Bit, Windows Server 2012, Red Hat Enterprise Linux Server Rel 6
Fixed Storage Unit for OS (end user)	50GB	50GB
Additional Data Drive Storage Bundle options per server (GB)	50, 100, 250, 500, 750 or 1000	50, 100, 250, 500, 750 or 1000
CPU options per service instance (central processing units)	1, 2, 4, 6, or 8	1, 2, 4, 6, or 8
Gigabytes (GB) of RAM options per service instance	1, 2, 4, 6, 8, 12 or 16	1, 2, 4, 6, 8, 12 or 16
Encryption applied to each service instance	RDP native encryption. SSL encryption optional	RDP native encryption. SSL encryption optional

\*References to "Included" mean that Vodafone will supply the component or function as part of the Cloud Services (Cloud Server).

\*\* Anti-virus software is not included with Red Hat Linux operating system instances

## 7. Roles and Responsibilities

The following table sets out the responsibilities for management of the Cloud Services (Cloud Server).

Function	Vodafone Managed OS		Customer Managed OS	
	Vodafone	Customer	Vodafone	Customer
Maintain hardware standards	R		R	

	Vodafone Managed OS		Customer Managed OS	
Installation of OS	R	I,C	R	I,C
Maintain OS standards	R			R
Service installation, configuration and integration	R		R	
Management Software installation, configuration and integration	R			R
Application software installation, configuration and integration		R		R
Providing log-on credentials	R	I	R	I
OS Administration Rights	R			R
Virus protection	R			R
Backup – OS & data	R		R	
Security standards implementation	R			R
Patch and Release Management	R			R

**Key:** "R" = Responsible; "C" = Consulted; "I" = Informed

**Note:** To the extent that a particular function is identified as a customer responsibility (identified in the table by the letter "R"), this indicates that Vodafone will not provide this function as part of the Cloud Services (Cloud Server).

\* Virus protection is not included with Vodafone Managed Red Hat Linux OS instance

## 8. Service Levels

The following service levels apply to the Cloud Services (Cloud Server):

Service Availability	99.95%
Recovery Point Objective	24 hours
Recovery Time Objective	1 hour
Planned Downtime	4 hours per month
Planned Downtime OS Maintenance	3 hours per month
Incident Response Time – 85% within target in respect of the Incident's severity	
Severity 1	30 minutes
Severity 2	2 Hour
Severity 3	4 Hours

Severity 4	Next Working Day
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**Recovery Point Objective (RPO)** means the maximum rollback point in time to which your data will be restored during data restoration (eg. where a RPO of 24 hours applies, and where disruption occurs at midday, data will be recoverable up to midday the previous day).

**Recovery Time Objective (RTO)** means the time taken to restore or reconfigure your virtual server ready to commence the uploading of data.

### Service Availability

Availability is measured for the operating system for "Vodafone Managed" and for the virtual server for "Customer Managed", and excludes third parties and Vodafone networks and systems. It is calculated on a per Cloud Server basis.

**Availability** =  $\frac{\text{Sum (minutes of <calculation period>) - (Total Downtime - Total Planned Downtime)}}{X100}$

Sum (minutes of <calculation period>)

Where:

**Sum (minutes of <calculation period>)** is total number of minutes in the applicable month, always calculated based on 24 x 7 measurement window within the <calculation period>.

**<calculation period>** means the applicable month (calendar month).

**Downtime** means the period during which the Cloud Services (Cloud Server) are taken down or a Service Interruption is occurring (whether planned or unplanned).

**Total Downtime** means the number of minutes within the <calculation period> where the Cloud Services (Cloud Server) are taken down or a Service Interruption is occurring (whether planned or unplanned).

**Total Planned Downtime** means the number of minutes where the Cloud Services (Cloud Server) are taken down to make updates, upgrades, and operational changes required to maintain the availability and performance of the Cloud Services (Cloud Server). To avoid doubt, this includes both Planned Downtime and Planned Downtime OS Maintenance.

### Incident Severity Levels

Level	Severity	Definition
Severity 1	Critical	Situations where a critical service supporting business processes is not available and there is no viable workaround.
Severity 2	Major	Situations where a critical service supporting business processes is not available. A workaround is available, but is restrictive or inconvenient.
Severity 3	Standard	Incidents where business processes are not immediately affected. Major business processes are not affected.

Level	Severity	Definition
Severity 4	Request	Inquiries or calls concerning functionality, configuration, and operation of an IT service. No impact on productivity.

## Appendix 1: Cloud Services Acceptable Use Policy

Vodafone expects that You (the customer) will use the Cloud Services ("Services") in accordance with this Acceptable Use Policy ("AUP" or "Policy"). Any illegal, unauthorised, or improper use of the Services could be harmful to Vodafone, its suppliers, its licensors, other customers, the technological integrity of Vodafone infrastructure, or Services, or may otherwise damage Vodafone's reputation.

Consequently, this Policy describes prohibited uses of the Services, including (but not limited to) the Market Place Portal. Vodafone may modify this Policy at any time on 14 days' notice by emailing You.

By using the Services (including accessing the Market Place Portal), You agree to comply with this Policy. If You breach a material term of this Policy or authorise or help others to do so, and such breach remains un-remedied after reasonable written notice from Vodafone (no less than 14 days), Vodafone may suspend some or all affected Services or terminate Your use of the Services in accordance with the Standard Terms and/or the Service Description.

If a breach of a material term of this Policy involves any illegal activity conducted by You, then Vodafone reserves the right to suspend the Services without providing notice.

This Policy forms part of the terms of the agreement for providing and use of the Services. You are solely responsible for violations of this Policy by You, including your employees or contractors.

### Obligation to Report

In delivering the Services, Vodafone provides the physical or virtual servers, related storage and other resources, and support services according to the terms of the Service Description.

In the course of delivering the Services, Vodafone does not monitor, and may not be aware of, Your use of the Services, including Your loading and managing of Your application software, data or content. Except as needed to deliver the Services, as authorised by You, or as required by law, Vodafone will not have access to Your application software, data or content.

Therefore, if You become aware of any violation of this Policy, You agree to notify Vodafone as soon as reasonably practicable and cooperate in any efforts to stop or remedy the violation. To report any such violation or suspicion of such violation, You should contact the Vodafone Select Help Desk on 0508 400 300.

Vodafone may investigate any violation of this Policy or misuse of the Services or the Market Place Portal, although Vodafone is not obligated to do so. Vodafone may deem it necessary to report any activity that it suspects violates any law or regulation to appropriate law enforcement officials or regulators, without necessarily advising You.

Subject to Vodafone's obligations of confidentiality (a) such reporting in the preceding paragraph may include disclosing appropriate information, and network and systems information related to alleged violations of this AUP, the Standard Terms or the Service Description, and (b) Vodafone may cooperate with appropriate public agencies or other appropriate third parties to assist with the investigation and prosecution of illegal conduct related to alleged violations of this Policy.

### **Accurate Information Required**

You agree to use reasonable endeavours to provide accurate and complete information when You purchase or use the Services, and You agree to use reasonable endeavours to keep such information accurate and complete during the entire time that You use the Services.

### **No Illegal, Harmful, or Offensive Usage or Content**

By using the Services, You represent that You will use the Services only in accordance with the Standard Terms, the Service Description, this Policy and with all applicable laws in all relevant jurisdictions.

You may not use, or encourage, promote, facilitate, or instruct others to use the Services for any use that is reasonably considered to be illegal, harmful, or offensive, or to knowingly transmit, store, or otherwise make available any content that is reasonably considered to be illegal, harmful, or offensive and in breach of this Agreement. These prohibited activities and content involve:

- Illegal activities, including disseminating, promoting, or facilitating pornography or any activity that is likely to be in breach of, or does breach, any applicable laws, codes, or regulations including data protection.
- Any offensive content that is defamatory, obscene, deceptive, abusive, an invasion of privacy, objectionable, or otherwise inappropriate.
- Any content that infringes or misappropriates the intellectual property or proprietary rights of others or assists others in infringing such rights.
- Any activity that is reasonably likely to be harmful to the Services or to Vodafone's or its suppliers' reputation, including engaging in any fraudulent or deceptive practices.

### **No Security Violations**

You may not use the Services to violate, or attempt to violate, the security or integrity of any network, computer, or communications system, software application, or network or computing device ("**System**"). These prohibited activities include You taking, or attempting to take, any of the following actions:

- Accessing or using any such System without permission.
- Probing, scanning, or testing the vulnerability of such System, or breaching any security measures without express authorisation of the owner of the System.
- Monitoring data or traffic on any System without such permission.
- Falsifying the origin of any TCP-IP packet headers, email headers, or any part of a message.
- Gaining unauthorised access to the Services or any other accounts, computer systems, or networks, whether through hacking, password mining, reverse engineering, or any other means.

### **No Interference or Disruption of Services or Others' Networks, Systems, or Internet Connections**

You may not make network connections to any users, hosts, or networks unless You have permission to communicate with them. You may not take any action, or attempt any action, that interferes with or disrupts the proper functioning of a network or system. These prohibited activities involve You taking, or attempting to take, any of the following actions (unless obligated by law or permitted otherwise under the Agreement):

- Engaging in any activity that interferes with or adversely affects other Vodafone customers' use of the Services.
- Collecting information by deceit, under false pretences, or by impersonating any person or entity or otherwise misrepresenting Your affiliation with a person or entity.
- Using any content or technology that may damage, interfere with, intercept, or take unauthorised control of any system, program, or data, including, but not limited to, viruses, worms, or time bombs.

- Using the Services in any manner that appears to Vodafone to threaten the Service Infrastructure. This includes You providing inadequate security, allowing unauthorised third party access, or attempting to circumvent Vodafone's measures for controlling, monitoring, or billing usage.
- Using viruses, worms, corrupt files, Trojan horses, or other forms of corruptive code, or any other content which may compromise the Services, Network or Computing Infrastructure operations, or its performance for other Vodafone customers.
- Interfering with the proper functioning of any System, including any deliberate attempt to overload a System by any means.
- Monitoring or crawling a System so that such System is impaired or disrupted.
- Conducting or condoning denial of service attacks.
- Avoiding any use limitations placed on a System, such as access and storage limitations.

## Appendix 2: Microsoft Licence Terms

### END USER LICENSE TERMS

#### TERMS AND CONDITIONS REGARDING USE OF MICROSOFT SOFTWARE

*This document governs the use of Microsoft software, which may include associated media, printed materials, and "online" or electronic documentation (individually and collectively, "Products") provided by Vodafone New Zealand Limited (hereinafter referred to as "Customer"). Customer does not own the Products and the use thereof is subject to certain rights and limitations of which Customer must inform you. Your right to use the Products is subject to the terms of your agreement with Customer, and to your understanding of, compliance with, and consent to the following terms and conditions, which Customer does not have authority to vary, alter, or amend.*

#### 1. Definitions.

"**Client Software**" means software that allows a Device to access or utilize the services or functionality provided by the Server Software.

"**Device**" means each of a computer, workstation, terminal, handheld PC, pager, telephone, personal digital assistant, "smart phone," server or other electronic device.

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