

Cloud Migration

G-CLOUD 14 – TERMS AND CONDITIONS



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business



1. The Service – Overview

- 1.1 The Vodafone Professional Cloud Services service (the “**Professional Services**”) provides technical and business consultants with practical technical and business experience to produce Deliverables specific to Customer's requirements.

2. Service Term Structure

- 2.1 These terms should be read in conjunction with the Vodafone General Terms and the Vodafone Fixed Service Terms which can both be found at the following link: www.vodafone.co.uk/terms, which are incorporated by reference and should be read in accordance with the order of precedence detailed below.
- 2.2 These Service Terms include the service description, which sets out a description of the Service, including optional Service Elements and complementary Services (where applicable) and may be updated from time to time (the “**Service Description**”). The specific Service Elements selected by Customer will be set out in the Order;
- 2.3 The following documents further govern Vodafone's supply of the Service and form part of the Agreement, applying in the order of precedence set out in the General Terms:
- (a) the General Terms;
 - (b) the Fixed Service Terms;
 - (c) the Extra Service Terms;
 - (d) the Statement of Work or the Order, which confirms the Service Elements selected by/for Customer;
 - (e) any other documents referenced as incorporated in these Service Terms; and
 - (f) any applicable policies and guidelines, as provided from time to time by Vodafone.

3. The Service

- 3.1 The Service shall comprise of;
- (a) Core Service Elements; and
 - (b) Additional Optional Service Elements (where selected)

Both Core Service Elements and Optional Service Elements select by the Customer shall be set out in the Order. The Service Description summarises the Core Service Elements that are included in the base Charges, and the Optional Service Elements available for an extra charge.

4. Service Specific Conditions of Use

- 4.1 **Third Party Providers:** Service Elements are provided by a subcontractor. Terms and conditions relevant to those Service Elements are set out in the Extra Service Terms.
- 4.2 **Customer Prerequisites:** Customer agrees:
- (a) to provide accurate and complete information related to the provisioning of the Service; and
 - (b) to provide adequate and timely access to the Customer personnel for the purposes of providing the required information to provision the Service.
 - (c) Vodafone or its subcontractors will not be liable for any loss, damage, delay or deficiencies in the Service arising from materially inaccurate, incomplete, or otherwise deficient information or materials supplied by or on behalf of Customer.
- 4.3 **Third Party Claims:** Customer agrees to reimburse Vodafone for all liabilities, costs, expenses, damages and losses incurred by Vodafone arising out of or in connection with any claim made against Vodafone or its subcontractors by a third party arising out of or in connection with Customer's failure to obtain third party licences or approvals for Third Party Provider facilities, software, hardware or resource used in connection with provision of the Service. This provision is not subject to the liability cap in the General Terms.



5. TUPE

- 5.1 If the Buyer reasonably suspects or becomes aware of any allegation or assertion that TUPE may apply upon commencement of the Services (howsoever arising), the Customer shall contact Vodafone prior to completing the Order Form in order to notify Vodafone that TUPE may apply and agree bespoke terms and pricing, as appropriate.
- 5.2 The Services and pricing of the Services (as detailed within the applicable pricing document) are offered on and contingent on the basis that TUPE will not apply on commencement of the Services (howsoever arising) to transfer any individuals employment from the Customer (or its suppliers or subcontractors) to Vodafone (or its suppliers or subcontractors). If despite this agreement, any such individual alleges to or transfers their employment from the Customer (or its suppliers or subcontractors) to Vodafone (or its suppliers or subcontractors) upon commencement of the Services (howsoever arising) pursuant to TUPE, the Parties agree that Vodafone may decline to offer the Services and/or reserves its right to reprice for the Services and charge the Customer for the reasonable costs, liabilities and claims incurred as a result of such transfer.

6. Data Protection

- 6.1 As between the parties, the Controller is responsible for the lawfulness of its instructions to Processor concerning the Processing of Personal Data.
- 6.2 In such cases as described in clause 3 of Schedule 4 (Processing Data) of the Framework Agreement, Processor will not comply with Controller's instructions until Controller has modified or confirmed the lawfulness of the instruction, or the instruction has, in writing, been amended to make it lawful or possible for the Processor to comply.
- 6.3 The parties acknowledge and agree that Processor shall be entitled to a reasonable reimbursement of any proper costs, which Processor may incur in excess of those accounted for as part of the Services, the Processor's standard compliance with Data Protection Legislation or what has already been accounted for in accordance with Controller's Service related instructions, such charges to be set forth in a quote and agreed in writing by the parties, or set forth in an applicable change control provision of the Call Off Contract, as a result of the assistance obligations under clauses 2-15 (inclusive) of Schedule 4 (Processing Data) of the Framework Agreement.
- 6.4 Controller confirms that the Protective Measures provide an appropriate level of protection for the Personal Data taking into account the risks associated with the Processing of Personal Data.
- 6.5 Controller shall, with respect to any right of audit, including inspections, which they may have under Data Protection Legislation and clause 10 of Schedule 4 (Processing Data) of the Framework Agreement, agree to exercise such rights as follows: Processor shall permit Controller or its auditors (providing that they are not competitors of the Processor) with copies of records, documents and agreements as reasonably required by the Auditing Party to check that the Processor is complying with its obligations under this Call Off Contract, provided always that any such review does not involve the review of any third party data and that such reviewing entity enters into such confidentiality obligations with the Processor or with the relevant Subprocessor as may be reasonably necessary to respect the confidentiality of the Processor's or Subprocessor's business interests and third party data and information of which the reviewing entity may become aware in the course of undertaking the review.
- 6.6 Supplier: (i) may receive legally binding demands from a law enforcement authority for the disclosure of, or other assistance in respect of, Personal Data, or be required by Data Protection Legislation to disclose Personal Data to persons other than Customer; (ii) will not be in breach of its obligation to Customer in complying with such obligations to the extent legally bound; (iii) may provide Customer's basic contract information to a law enforcement agency in an attempt to redirect the law enforcement agency to request that data directly from Customer and (iv) shall give Customer reasonable notice of the demand unless otherwise prohibited.
- 6.7 Customer is responsible for reviewing the information made available by Supplier relating to data security and making an independent determination as to whether the Services meet Customer's requirements and legal obligations as well as Customer's obligations under this Call Off Contract.

7. Delivery Services

- 7.1 **Delivery Date:** The delivery date for the Deliverables will be as specified in the Statement of Work or the Order.
- 7.2 Time shall not be of the essence for the performance of the Services.



- 7.3 **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 Statement of Work and provide 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 Statement of Work or the Order.
- 7.4 **Customer Delays:** If Customer's act or omission delays the agreed delivery date of the Services or the Deliverables, then Vodafone may invoice the Charges and charge Customer for its reasonable costs and expenses incurred as a result of such delay.

8. Completion

- 8.1 Completion of the Service shall take place upon the latter of the following: (a) expiry of the duration defined in the Statement of Work or the Order; and (b) delivery of the Deliverables to the Customer.

Professional Services

Extra Service Terms Migration Services



1. The Service – Overview

- 1.1 These Extra Service Terms apply when Customer orders Migration Services. These enable Customer to migrate pre-defined set of applications to the cloud with the key objectives or providing a structured plan and approach to migration and conducting migrations to target cloud environments. Within these Extra Service Terms, the term ‘**Service**’ means the Migration Services.

2. Service Structure

- 2.1 These Extra Service Terms form part of the Service Terms for the Professional Services when Customer orders the Migration Services Service Option. If there is a conflict between them, these Extra Service Terms will supersede the Professional Service Terms, but only for the Migration Services Service Option.

3. Extra Service Terms

- 3.1 The Service comprises core service elements (**‘Core Service Elements’**) and may also include optional service elements (**‘Optional Service Elements’**).

3.1.1 **Core Service Elements:** Vodafone will:

- (a) Review and analyse the application and data scope for migration;
- (b) Define the application migration approach;
- (c) Define a target application environment and build specification;
- (d) Define the cutover runbook;
- (e) Conduct tools-driven migration by logical migration grouping;
- (f) Conduct testing; and
- (g) Conduct cutover.

3.1.2 **Optional Service Elements:** Customer may purchase the following Optional Service Elements:

- (a) Image Cloning – Execute
- (b) Image Cloning – Manage
- (c) Simple Re-Build
- (d) Medium Re-Build
- (e) Complex Re-Build

Optional Service Elements are subject to an additional charge as set out in the Order.

- 3.2 **Support of Handover of Outputs:** additional services to support the handover of the outputs to Customer is subject to an additional charge as set out in the Order.

4. Delivery

- 4.1 Vodafone or its subcontractors will provide resources and subject matter experts to conduct the service activities either at a pre-agreed designated Customer location and/or remotely.

5. Service Specific Conditions of Use

- 5.1 To receive the Service, Customer shall fulfil the following (the, “**Customer Prerequisites**”):
- 5.1.1 Provide a set of applications to migrate to cloud with application documentation sufficient to plan for migration.
 - 5.1.2 Provide and agree with Vodafone the requirements for target migration, prior to conducting build activities, including: (a) Data access and control requirements; and (b) Non-functional requirements (e.g. disaster recovery, availability, etc.).



- 5.1.3 Provide necessary licenses, where Customer requests specific tooling that is not part of Vodafone or its subcontractors cloud native standard migration toolset.
- 5.1.4 Define its security policies and procedures that Vodafone or its subcontractors will validate and work to. The core activities for migration does not include security analysis activity. Customer is responsible for providing documented security requirements that are sufficient for the migration team to conduct technical configurations.
- 5.1.5 Confirm there are no regulatory restrictions on migration staffing and location.
- 5.1.6 Provide an adequately supported infrastructure landing zone with network (IP Addresses) and required security infrastructure (e.g. firewall) at the target cloud environment.
- 5.1.7 Make available adequate network backbone connectivity between source and target environment with sufficient bandwidth (e.g. for shared pipe, 2X5 Gbps line) and throughput to support the scope of migration volume, and/or options for offline data transfer such as secure disk transfer including platform specific options (such as AWS Snowball, Azure Import/Export). If extra bandwidth is needed, Customer must provide this during replication migration volumes.
- 5.1.8 Define target cloud deployment architecture ahead of delivery start date.
- 5.1.9 Perform any required network transformation or security transformation before commencing migration. Vodafone or its subcontractor's migration factory will lead the change needed to open IP, firewall port etc.
- 5.1.10 Unless otherwise agreed, perform any required application code changes, remediation and configurations for third party commercial-off-the-shelf (COTS) applications required.
- 5.2 **Testers:** Customer must provide testers, test plans, etc. as testing applications that must be part of the Migration Services. Vodafone will provide a test manager who will advise Customer on the testing approach, prepare the test strategy and master test plan for the Customer, and coordinate and manage phases of testing.
- 5.3 **Test Cases:** Customer must provide baseline system, systems integration test, and user acceptance testing test cases that Vodafone need for smoke & data integrity testing. Vodafone will be responsible for data integrity and smoke testing.
- 5.4 **Remediation:** Customer must perform any required application remediation and/or any structural changes to the code necessary for the migration.
- 5.5 **Configuration Changes:** Customer must be responsible for business configuration changes at the target.

6. Deliverables

- 6.1 Vodafone shall provide the following Deliverables to the Customer:
 - (a) High Level Migration Plan
 - (b) Migration Sign off Reports
 - (c) Delivery Status Report
- 6.2 Where Customer has selected the Medium or Complex Re-Build Optional Service Element, Vodafone shall also provide the following further Deliverable to Customer:
 - (a) Technical Solution Document
 - (b) Migration Cutover Runbook

Professional Services

Definitions



The following definitions are applicable to the Services:

Agile Sprint Planning, Backlog Creation, and task tracking	the extract available from a software project tracking tool.
Application and Infrastructure Components Baseline Report	the report provided by Vodafone, which includes analysis report of server and application utilisation levels, component interdependencies and software versioning analysis. This report is presented in Excel spreadsheets and PDF summary report formats.
Authority	those governments, agencies, and professional and regulatory authorities that supervise, regulate, investigate, or enforce Applicable Law.
Call-Off Contract	the legally binding agreement for the provision of Services made between a Customer and Vodafone including the completed Order.
Cloud Environment HLD	the level-level document that covers the following architecture: (i) Customer non-functional requirements; (ii) describes the required cloud landing zones; (iii) finalises the application target state for IaaS compute and PaaS services, including the storage, cluster, HA & DR architecture, (iv) lists the organisational structure account view, (v) shows the landing zone artefacts, (vi) defines the default cloud tagged strategy, (vii) defines the cloud environment monitoring and reporting requirements
Cloud Readiness Assessment Service	the service provided by Vodafone, which enables Customer to establish a cloud adoption maturity baseline and identify potential scope of changes to their current IT application portfolio and technology landscape. This service is set out under separate terms and charged separately.
Cloud Security Review	the review activities to include: (i) review of network rules, (ii) review of user access rights, (iii) review of access groups and policies associated with services, (iv) checking all API/User accounts are logging as per the environmental setup, and (v) resolve configuration problems identified in security reviews.
Complex Re-Build	the application migration service as specified in the statement of work
Deliverables	any deliverable, process or document to be provided by Vodafone in accordance with the Extra Service Terms and as set out in the Statement of Work or the Order.
Delivery Status Report	the weekly status report providing a summary of progress and activity against the project plan and presented as PowerPoint slide.
DevOp	a set of software development practices that combines software development (Dev) and information technology operations (Ops).
Due Diligence Report + Implementation Plan	the report provided to Customer with shows output from a due diligence analysis comprising of current application state assessment, proposed modernisation approach, target state, implementation plan, implementation costs.
Environment Requirements	a review of the as-is estate for the applications in scope for the environment design and configuration and choosing an environment that meets the required target status, from best practise approached.
Extra Service Terms	the additional terms that apply to certain Service Elements ordered by Customer
Formation Template for Creation of the IaaS instances and PaaS	the activities to include: (i) deployment of the PaaS components for the selecting landing zone, dev, test and prod, (ii) setting encryption keys for clouds key management service to use, (iii) configuration of the access policies, (iv) configuration of the tagging values, (v) configuration of the ACL and network rules for the service,

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Definitions



Services identified in the HLD	(vi) adding the required storage points for the compute service and (vii) automatic testing scripts to check ports.
Formation Template for Landing Zone Creation	the activities to include: (i) setting up the VNET/VPC tiers for the environments, (ii) setting the default ACL and network rules, (iii) setting the default identity and access for accounts and (iv) setting the connectivity between the cloud and Customer location.
Handover Session	the handover session lasting up to two (2) days to the application support provider for the modernised application, where the modernised application support options are discussed.
High Level Migration Plan	a high level migration plan including the location and specification of the target environment being used to migrate to. This will be signed-off with Customer before migration execution. This plan will be presented in PowerPoint or Excel format.
Image Cloning - Execute	the application migration service as specified in the Statement of Work.
Image Cloning - Manage	the application migration service as specified in the Statement of Work
Integration and Systems Tested Code Bundle	the submission to Customer provided code repository.
Man Days	the allotted number of days of man power based on a number of working hours in a day of work.
Medium Complex Re-Build	the application migration service as specified in the Statement of Work
Migration Cutover Runbook	the migration runbook documenting any pre-migration steps, migration and post migration steps to be performed by all parties involved for the specified migration event. Includes dress rehearsals, fix-forward and back-out planning and agreed governance and communications for the event
Migration Services	services that enable the Customer to migrate a pre-defined set of applications to the cloud.
Migration sign off Reports	the reports produced during the cutover event under the direction of the cutover manager. These reports certify that migration is complete in line with the Migration Cutover Runbook.
Operational Documents	documentation produced by Vodafone in respect of this Service, including definitions of information required from Customer such as data templates, tooling, hosting and access details, meeting structures and specific roles.
Path to Cloud – Application Analysis Report	the report provided by Vodafone or its subcontractors, which defines the top down scope, approach and target migration or modernisation state analysis for each of the applications identified within scope for analysis. This report is presented in PDF format and in English language only.
Physical Data Model and DB Scripts	a representation of a data design as implemented, or intended to be implemented, in a database management system and database scripts to automate common tasks.



Proof of Technology or Prototype	the optional service element, which builds a component of the target application state with the objective of quickly validating the approach and confirming the implementation plan and costs.
Service API Specification	the software application programming interface specification provided as documentation
Simple Re-Build	the application migration service as specified in the Statement of Work.
Specified Period	a period of not less two (2) weeks and not longer than ten (10) weeks.
Statement of Work	the document prepared for Customer by Vodafone providing details of the Service Element, if applicable
Technical Solution Document	the document setting out the requirements for application remediation associated with any re-factoring or re-platforming, the approach to data migration, the approach to application integration, and target cloud requirements in terms of CSP patterns and services. This document is presented in a PDF format.
Third Party Resources	Third Party Provider facilities, software, hardware or other resource.
TUPE	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (246/2006) as amended from time to time, and/or any similar or equivalent legislation enacted into the laws of England and Wales, Scotland or Northern Ireland (as applicable from time to time);
Unit, Integration and System Test Cases and Scripts	the test case and scripts presented in PDF and text (.sql) or JSON documents.
Unit, Integration and System Test Results	the extract available from provided test management tool.