

Integrated Managed Infrastructure (“IMI”) for AWS/Azure

G-CLOUD 15 – SERVICE SPECIFIC TERMS





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1. The Service – Overview

- 1.1** The Vodafone Integrated Managed Infrastructure (“IMI”) for Public Cloud service (the “IMI Service”) is a suite of managed services designed to provide management of Buyer infrastructure deployed on Public Clouds (the “Service”). The Service includes foundation service governance and reporting, billing and subscription management and Public Cloud general environment management.
- 1.2** As part of the Integrated Managed Infrastructure for Public Cloud, Buyer may purchase the following service optional Service Elements:
- (a) Compute Managed Services
 - (b) Network Managed Services
 - (c) Storage Managed Services
 - (d) PaaS Instances Managed Services
 - (e) Database Management Services
 - (f) Middleware Management Services
 - (g) Non-Standard Scope Activities
- 1.3** The term “**Service**” or “**Services**” in these Service Specific Terms means the Vodafone Integrated Managed Infrastructure (“IMI”) for Public Cloud service

2. Service Term Structure

- 2.1** These Service Terms form part of the Call-Off Contract entered into under the G Cloud 15 Framework.
- 2.2** The Call-Off Contract comprises the Call-Off Order Form, the Supplier’s Service Terms, Service Definition and Pricing Document, and the applicable Call-Off Terms and Conditions.
- 2.3** These Service Terms describe how the Service operates and apply in conjunction with the Call-Off Contract.
- 2.4** In the event of any conflict or inconsistency between these Service Terms and the Call-Off Contract, the Call-Off Contract shall prevail.

3. General Conditions on the Buyer

The Service is available to Buyers that meet and agree the following criteria:

3.1 Additional Service Recipient:

- 3.1.1.** If Buyer wishes to add an Additional Service Recipient, then Buyer shall:

- (a) provide the full corporate details of the Additional Service Recipient;
- (b) seek approval in writing from Supplier;
- (c) inform the Additional Service Recipient of the contractual arrangements; and
- (d) agree to pay such additional Charges as Supplier may reasonably request in relation to the approval of such requests.

3.2 Authorised Users: Access by Buyer to the Services and Equipment is limited to authorised Users. Buyer is responsible for ensuring Users’ compliance with this Agreement.

- 3.2.1.** If Supplier provides each authorised User with User Details, Buyer is responsible for:

- (a) the security of User Details; and
- (b) providing Supplier with the identity of the authorised Users and keeping that information current.

- 3.2.2.** Supplier accepts no liability for any unauthorised or improper use or disclosure of any User Details. Buyer is liable for all acts and omissions relating to the User Details up until the time that it informs Supplier that they are being used without authority or may be compromised.

3.3 AUP: Buyer shall comply with the AUP in using the Services.

3.4 Third Parties: Buyer shall ensure that the Users and all Additional Service Recipients (if any) comply with this Agreement in relation to their use of the Services and Equipment and shall be liable to Supplier for the acts and omissions of the Users and all Additional Service Recipients (if any) in relation to this Agreement. Save as expressly permitted under this Agreement, Buyer shall not resell, distribute, provide or sub-licence the Services or Equipment (except Buyer Equipment) to any third party.

3.5 Terms of Use: Buyer shall not:



- (a) make unauthorised modifications to the Services;
- (b) use the Services as a means to establish permanent servers, relay connections or interconnection services or any similar commercial activities;
- (c) do anything that causes the Network to be impaired;
- (d) use automated means to make calls and/or texts or to send data (including via a GSM Gateway), unless expressly authorised in this Agreement;
- (e) use the Services in a way that:
 - (i) may reasonably be considered to be a nuisance, defamatory, offensive, abusive, obscene or in violation of any person's rights; or
 - (ii) is illegal, fraudulent or contrary to good faith or commercial practice to Supplier's detriment; or
- (f) use the Supplier's SMS service to send mass notification messages, or mass marketing messages, whether or not the messages are unsolicited unless expressly authorised in this Agreement.

3.6 Service Monitoring: Buyer gives express consent for Supplier to monitor Buyer's use of the Service (and disclosing and otherwise using the information obtained) to the extent allowed by Applicable Law to:

- (a) comply with Applicable Law;
- (b) protect the Network from misuse;
- (c) protect the integrity of the public internet and/or Supplier's systems and Networks;
- (d) determine if Buyer has breached any conditions or restrictions on use of the Service;
- (e) provide the Service; and/or
- (f) take any other actions agreed or requested by Buyer.

3.7 Compatibility: Buyer shall ensure its systems, equipment and processes satisfy any Technical Prerequisites and if required to be used in conjunction with the Equipment and/or the Services, are in good working order (if applicable) and are compatible for use with the Equipment and/or the Services. Supplier shall use reasonable endeavours to advise Buyer of relevant requirements on request, but in no event shall Supplier be responsible for any performance or non-performance issues with the Equipment and/or the Services, or liable to support the Equipment and/or the Services, if Buyer's systems, equipment, or processes fail to satisfy the Technical Prerequisites or are otherwise incompatible with the Equipment and/or the Services. Supplier may suspend the provision of any Service for which Technical Prerequisites have not been procured within the specified period and charge Buyer any applicable Recovery Charge.

3.8 Security and Misuse: Buyer shall take reasonable steps in line with commercial good practice with entities it controls to limit misuse of or threat to the Service or Network; and address any misuse or threat identified by Supplier through the implementation of appropriate security or user controls. Buyer shall not run any security tests, vulnerability scans or penetration tests on Supplier Equipment or Services without Supplier's prior written approval.

3.9 Unauthorised Equipment or Repairs: Buyer acknowledges that:

- (a) Equipment or Buyer Equipment not authorised for use on the Network; or
- (b) any unauthorised attempt to repair or tamper with the Equipment, may result in an impaired User experience and/or invalidate the manufacturer's warranty.

3.10 End of Life

3.10.1. Notification: Where Equipment is End of Life, Supplier may, on provision of reasonable notice:

- (a) retire the Equipment; and/or
- (b) provide the Buyer with an option of replacement Equipment which provides equivalent or improved functionality to the extent that alternatives are available.

3.10.2. Replacement: Where End of Life Equipment is replaced in accordance with clause 3.10.1 (Notification), the costs of such replacement shall be charged to Buyer a One-Off Charge and invoiced accordingly.

3.10.3. Continued Use: Where, following receipt of an End of Life notification in accordance with this clause, Buyer continues to use End of Life Equipment, or does not use its best endeavours to allow Supplier to replace the End Of Life Equipment, Supplier:

- (a) shall have no maintenance obligations for the End of Life Equipment;



- (b) shall not be liable for Buyer's use of the End of Life Equipment;
- (c) shall not be liable for any service levels relating to the Equipment; and
- (d) reserves the right to suspend all or part of the affected service.

3.11 Buyer Equipment: Where Buyer provides Buyer Equipment for use with a Service, Buyer shall (and Buyer acknowledges that failure to do so will excuse Supplier from liability for failure to deliver the Service):

- (a) install and configure the Buyer Equipment at Buyer Sites by the date necessary to allow Supplier to perform its obligations;
- (b) maintain the Buyer Equipment to Supplier's satisfaction, including prompt installation of security patches and updates;
- (c) immediately replace any Buyer Equipment which is declared by its manufacturer as end-of-life (or otherwise stops marketing, selling or supporting it) and notify Supplier of any such replacement;
- (d) promptly after the Service terminates, give Supplier access to and reasonable help with disconnecting Buyer Equipment from the Service; and
- (e) warrant and undertake that Buyer has full authority to permit Supplier to perform the Service using the Buyer Equipment.

3.12 Exclusions:

3.12.1. Supplier does not guarantee that the Services will be continuously available and/or fault-free and Buyer acknowledges that faults may occur from time to time. This acknowledgement is without prejudice to any specific service levels agreed between the Parties in this Agreement.

3.12.2. Buyer is responsible for satisfying itself that the Services and any Equipment are suitable for its intended purpose and requirements (including but not limited to any resiliency and/or business continuity requirements). Supplier does not warrant or represent that the Services and Equipment are or will be fit for Buyer's intended purpose and requirements. Supplier recommends that Buyer obtains business continuity (or other) insurance that is appropriate for the nature of its business.

3.12.3. Supplier is not responsible for any content, goods or services which are accessed, downloaded or transmitted by Buyer through use of the Services. Supplier accepts no responsibility for any such content, goods or services. Buyer shall take appropriate measures to back up data and otherwise protect against loss of data under this Agreement.

3.12.4. Buyer acknowledges that the Service is not intended for use by Consumers in the European Union. Without prejudice to the foregoing, the Buyer shall immediately notify Supplier if it becomes aware that anyone other than Supplier has made available, or intends to make available, the Service to a Consumer in the European Union.

3.13 Termination: Where Buyer terminates the Call-Off Contract during the Call-Off Contract Period, the Buyer agrees to pay Supplier's reasonable, committed and unavoidable losses resulting from the termination of the Call-Off Contract.

3.14 Network Sunset

3.14.1. Buyer hereby acknowledges and accepts that:

- (a) certain Network technologies used to provide the Service on Supplier Equipment or Buyer Equipment may retire prior to the expiry of the contract; and/or
- (b) current Networks may be replaced by further advanced Network technologies during the term of the Call-Off Contract.

3.14.2. As a result, Buyer agrees that maintaining compatibility of its devices with the available Networks from time to time shall be its responsibility.

3.15 Planned Service Changes by Third-Party Providers: Supplier has been informed that BT Openreach (the "Third-Party Provider") for legacy PSTN is withdrawing the service, with full switch off expected to be complete by 31 January 2027. Supplier is entitled to move the Buyer from legacy PSTN to Ethernet Access Method as and when required. Buyer will be advised of an alternative Service Element and the associated Charges, as set out in these Service Terms below. Buyer will have the option to either order an alternative Service Element or to cancel the affected Service Element only in accordance with the terms of these Service Terms and Call-Off Contract.

3.16 Interpretation: In this Agreement, unless the context otherwise requires, words in the singular include the plural and vice versa.

3.17 Format: If Buyer requires this Agreement (or any bills, communications or a document referred to in this Agreement) in a different format, call 03333 043 222 or email disability.access@vodafone.co.uk for a large print, braille version, dyslexia-friendly or audio CD version. These contact details are for accessibility help only.

4. Fixed Services Conditions on the Buyer



- 4.1 Service Commencement Date:** Buyer shall notify Supplier within 5 Working Days of the Service Commencement Date if, in the Buyer's reasonable opinion, the Services do not conform to the standard testing criteria and provide sufficient supporting details. Upon receipt of Buyer's notification, Supplier shall take reasonable action to meet the standard testing criteria.
- 4.2 Supplier-Owned Equipment:** The following will apply where Supplier provides Fixed Equipment for Buyer's use with a Service:
- 4.2.1. Title:** Title to the Fixed Equipment at all times belongs to Supplier, its suppliers or subcontractors (subject only to any rights which may be granted to Buyer in respect of Supplier Software, as set out in these Service Terms).
- 4.2.2. Buyer Obligations:** Buyer agrees to:
- (a) provide secure storage for Fixed Equipment that is sent to Buyer Sites prior to installation;
 - (b) use the Fixed Equipment only for the purpose of using the Services, in accordance with Supplier's instructions and Applicable Law;
 - (c) allow only Supplier's authorised representatives to add to, move, modify, inspect, test or alter the Fixed Equipment (either on Buyer Site or remotely);
 - (d) adequately insure for, and notify Supplier immediately of loss, breach or suspected breach or damage to the Fixed Equipment;
 - (e) only connect the Fixed Equipment to the Network using a network termination point that has been approved in advance by Supplier;
 - (f) provide Supplier with:
 - (i) adequate power supply, connection, and space for the operation of the Fixed Equipment at Buyer Sites; and
 - (ii) in the case of BPE patch cords and cabling; and
 - (iii) 10 Supplier Working Days' notice of any known disruptive event (such as power disconnection).
- 4.2.3.** Additionally, specifically in relation to BPE, Buyer shall:
- (a) appoint a local security representative to ensure the physical security of the BPE who will grant access by approved authorised personnel only and conduct routine physical checks, including ensuring tamper evident labels remain intact; and
 - (b) ensure that the physical environment in which the BPE is housed is appropriate for the protective marking of the data being transmitted through such Fixed Equipment. In particular:
 - (c) BPE must be located in a communications room or other isolated area that is suitable to limit the occurrence of accidental or malicious damage to the BPE; and
 - (d) if the BPE is located in a shared environment, then it must be kept in a dedicated locked cabinet or rack. If that is not possible, robust access control mechanisms must be implemented by Buyer, with access only available with prior approval from Buyer's local security representative.
- 4.2.4. Buyer Equipment:** Where Buyer provides Buyer Equipment for use with a Service, Buyer shall (and Buyer acknowledges that failure to do so will excuse Supplier from liability for failure to deliver the Service:
- (a) install and configure the Buyer Equipment at the Buyer Sites by the date necessary to allow Supplier to perform its obligations;
 - (b) Maintain the Buyer Equipment including prompt installation of security patches and updates;
 - (c) Promptly after the Service terminates, give Supplier access to, and reasonable help with, disconnecting Buyer Equipment from the Service; and
 - (d) Warrant and undertake that Buyer has full authority to permit Supplier to perform the Services using the Buyer Equipment.
- 4.3 Buyer Sites:**
- 4.3.1.** For the purposes of preparing for and delivery of the Services, Buyer shall:
- (a) carry out, or permit Supplier or its subcontractors to conduct, a Site Survey;
 - (b) prepare the Buyer Site for the Services in accordance with Supplier's instructions;
 - (c) allow and/or have in place (or assist Supplier to do so at Buyer's cost) all third-party consents necessary to allow Supplier or its subcontractors and agents (and obtain consents from third parties to allow) to:
 - (i) access the Buyer Sites, and any Buyer Equipment, Fixed Equipment or Equipment, and third-party property located there, as Supplier reasonably requires to perform its obligations under this Agreement (including for the purposes of installing and uninstalling Equipment (whether in the Buyer Sites or outside) and providing and preparing for the provision of, the Services) and including access outside Working Hours; and
 - (ii) ensure that Buyer Sites are safe and have a suitable working environment.



4.4 Emergency Services:

- 4.4.1. In the event of a power cut or failure affecting Buyer's fixed line and/or broadband Service, and/or a failure of the internet connection on which the Service relies, Buyer may not be able to make calls including calls to emergency services. This may also affect any calls using the internet including calls to emergency services.
- 4.4.2. Buyer shall:
 - (a) provide Supplier with complete and accurate Buyer Site address information; and
 - (b) give Supplier at least 30 days' written notice of any change to the location of any Fixed Equipment and to any change to the relevant Buyer Site address information.
- 4.4.2.1 Buyer acknowledges that any failure to provide the information required in 4.4.2 may render emergency services unable to identify User's location.

4.5 Calls Using the Internet: Where a Service places calls using the internet, Buyer shall:

- 4.5.1. Make Users accessing the Service via a soft client aware that Supplier may be unable to automatically determine their location if they make an emergency services call using the Services.
- 4.5.2. Ensure that such Users provide their location details in the event that they make an emergency services call using the Services. In the event of a power failure, the emergency call placed will be routed over the Network and not through the Service.
- 4.5.3. Provide a registered address where a Buyer or User will make calls over the internet including if there are multiple addresses where such calls will be made and keep information on all such locations up to date.

4.6 Survey: These Service Terms and each Service Element are subject to survey. In the event a Site Survey output results in an increased price from the Call-Off Contract, the Buyer has the right to cancel the affected Service Element only in accordance with the terms of these Service Specific Terms and the Call-Off Contract.

4.7 Third-Party Costs: Unless otherwise agreed and stated in the Buyer's Call-Off Contract, the Buyer will be liable for any additional costs charged to Supplier by third parties in connection with the provision of the Services. Such Charges (often referred to as Excess Construction Charges) are detailed in the Professional Services section of these Service Terms. These Charges will be notified to the Buyer before any construction works take place. In the event this results an increased price from the Call-Off Contract, the Buyer has the right to cancel the affected Service Element only in accordance with the terms of these Service Terms and Call-Off Contract.

5. Service Specific Conditions of Use

5.1 Security Requirements: When Supplier notifies the Buyer of additional security measures that are necessary for the Onboarding Activities and provision of the Service, Buyer agrees to promptly implement such security requirements.

5.2 Account Subscription Details: Buyer agrees to provide Supplier with account and/or Business Support Subscription details and add the nominated Supplier representative to Buyer's Business Support Subscription for all Public Cloud Solutions for the purpose of the Onboarding Activities and provision of the Service.

5.3 Exclusions: Buyer acknowledges the following activities do not form part of the Service and are non-standard scope activities:

- (a) privilege ID monitoring and security log monitoring;
- (b) management and validation of Buyer owned IDs;
- (c) advanced security services like vulnerability scanning, malware defence, intrusion detection/prevention;
- (d) proactive patching without an a formal written request by Buyer for a Service Element;
- (e) validation of backed up data and validation of restored data;
- (f) physical security and portable storage media management (not feasible for remote support team);
- (g) disaster recovery design and planning;
- (h) unless otherwise stated in these Service Terms, regulatory compliance such as FFIEC, HIPPA, PCI DSS, GXP, SSAE16/18 etc; and
- (i) Integrated Managed Infrastructure for Public Cloud Services in China.

5.4 Non-Standard Scope Activities: Buyer may order non-standard scope activities, if available, under a separate contract.

6. Data Protection

Vodafone as a Data Controller



- 6.1 Vodafone as a Data Controller:** Supplier acts as an independent Data Controller for the Processing activities in these clauses 6.1 to 6.5 (Data Controller role and processing activities) and any additional activities listed in the Service Terms.
- 6.2 Buyer as a Data Controller:** The Parties acknowledge that Buyer will also act as an independent Data Controller for any Personal Data relating to Supplier employees or representatives, for example business contact information.
- 6.3 Processing Activities:** Supplier may process:
- 6.3.1. Personal Data to:
- (a) manage account relationships;
 - (b) send bills;
 - (c) fulfil an Order or delivery;
 - (d) provide customer service; and
 - (e) control access to Supplier's systems that support the Services.
- 6.3.2. As an electronic communications service's provider, Traffic Data in accordance with Applicable Laws to:
- (a) deliver User communications;
 - (b) calculate Charges for each User;
 - (c) identify threats to the Network or Services and protect against them; and
 - (d) internally develop and improve the Network or Services.
- 6.4 Data Disclosures:** Supplier may disclose Personal Data and Traffic Data:
- (a) to Vodafone Group or third parties for the purpose of supporting the Processing activities described in this clause 6 (Data Protection) or as permitted under Applicable Privacy Law; and
 - (b) as required by Applicable Law, court order, or any Authority (including Privacy).
- 6.5 Privacy Notice:** Supplier's privacy notice can be accessed at: www.vodafone.co.uk/privacy.
- Vodafone as a Data Processor**
- 6.6 Vodafone as a Data Processor:** Supplier acts as a Data Processor for the specific processing as set out in the relevant Service Terms.
- 6.7 Processing Personal Data:** Supplier may only Process Personal Data on behalf of the Buyer:
- (a) to provide and monitor a Service as outlined in the Service Terms; or
 - (b) for any other purpose agreed in writing between the Parties. Additional instructions from Buyer require prior written agreement and may be subject to Charges.
- 6.8 Changes to Sub-Processors:** If Supplier adds or replaces a Sub-Processor, Supplier shall inform the Buyer of changes to Sub-Processors where Supplier is required by Applicable Privacy Law by:
- (a) providing at least 10 Working Days' prior notice; or
 - (b) listing the new or replacement Sub-Processor on www.vodafone.co.uk at least 10 Working Days before Supplier authorises and permits the new or replacement Sub-Processor access to Personal Data in order to give the Buyer the opportunity to reasonably object to such changes.
- 6.9 Sub-Processor Obligations:** Supplier will enter into binding agreements with its Sub-Processors, who will have substantially the same legal obligations for Processing activities as Supplier under these clauses 6.7 to 6.17 (Data Processor role and related requirements). Supplier will be liable to Buyer for the performance of that Sub-Processor's obligations.
- 6.10 Data Retention:** Supplier may keep Personal Data for as long as required to deliver the Service. After this Agreement is terminated, and unless Applicable Law requires otherwise, Supplier will:
- (a) delete the data within a reasonable time frame;
 - (b) return the data if the Buyer provides notification before termination of the Agreement.
- 6.11 Data Access:** Supplier may give access to Personal Data only if necessary to meet its obligations in relation to the Service and will take reasonable steps to ensure that whoever accesses the data:
- (a) is under a statutory or contractual obligation of confidentiality;
 - (b) is trained in Supplier's policies for handling Personal Data; and



- (c) does not Process Personal Data except as instructed by Buyer, unless Applicable Law requires otherwise.

6.12 Data Security:

6.12.1. As required by Applicable Privacy Law, Supplier will:

- (a) provide technical and organisational measures for a level of security appropriate to the risk presented by Processing taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing;
- (b) comply with Supplier information security policies based on ISO / IEC 27001:2013;
- (c) give Buyer all information, assistance, and co-operation it may reasonably require to comply with Applicable Privacy Law;
- (d) notify Buyer without undue delay of any unauthorised access to Personal Data that results in loss or unauthorised disclosure of, or alteration to, Personal Data;
- (e) provide reasonable assistance to Buyer in relation to any Personal Data breach notification that Buyer is required to make under Applicable Privacy Law; and
- (f) when requested by Buyer and before any Processing, provide reasonable assistance with:
 - (i) carrying out a privacy impact assessment of the Services; and
 - (ii) consulting the relevant Privacy Authority regarding Processing activities related to the Services.

6.12.2. Further information on data security measures can be found at www.vodafone.com/business/customer-security.

6.13 Audits and Inspections: If Buyer has a right of audit and inspection under Applicable Privacy Law, it agrees to act as follows:

- (a) Buyer may ask to review Supplier's security organisation, and the good practice and industry standards contained in Supplier's information security policies no more than once each calendar year, and any such review shall relate only to data protection compliance of the Services; and
- (b) ensure its instructions comply with Applicable Privacy Law. Supplier will inform Buyer if it believes any Buyer instruction infringes Applicable Privacy Law or any confidentiality obligations.

6.14 Buyer Responsibilities: Buyer accepts and agrees that they are responsible for:

- (a) reviewing the information Supplier makes available; and
- (b) determining if the Services meet Buyer's requirements and legal obligations.

6.15 Onward Transfers out of the EEA and UK: Supplier may onward transfer Personal Data to a country outside the European Economic Area, the UK or a country that has not been designated by the European Commission or Secretary of State in the UK as ensuring an adequate level of protection under Applicable Privacy Law, only if:

- (a) the data is transferred in line with the requirements under Applicable Privacy Law;
- (b) the Processing or transfer does not put any Buyer in breach of Applicable Privacy Law; or
- (c) Applicable Law requires it. In this case, Supplier will inform Buyer of that legal requirement before Processing, unless prohibited by Applicable Law.

6.16 Law Enforcement: Supplier:

- (a) may receive legally binding demands from a law enforcement authority for the disclosure of, or assistance with Personal Data, or be required by Applicable Law to disclose Personal Data to persons other than Buyer ("Demand");
- (b) is not in breach of any obligation to Buyer in complying with the Demand; and
- (c) will notify Buyer of the Demand as soon as possible, unless prohibited by Applicable Law.

6.17 Data Subject Enquiries: Taking into consideration the nature of the data processing conducted by Supplier on behalf of the Buyer, Supplier shall assist the Buyer by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Buyer's obligation to respond to requests for exercising the data subjects' rights laid down in Applicable Privacy Law.

7. Service Level Agreement

7.1 Support Service: Supplier will provide Buyer with support service for the Service Elements ordered by Buyer.

7.2 Support Parameters: Support Service is available in English only. Support Service is available as shown below:



Support Service	Service Cover Period
Incident Management for Priority 1 Incidents	24/7
Incident Management for Priority 2, 3 and 4 Incidents	Working Hours
Service Request Fulfilment	Working Hours

- 7.3 Incidents:** Incidents may be reported at any time during the Service Cover Period; however, Incident Resolution will only occur during Working Hours for Priority Level 2, 3 and 4 Incidents.
- 7.4 Contact:** Buyer must appoint primary and secondary points of contact responsible for accessing the Support Service and communicating with Supplier during the relevant Service Cover Period. Buyer will inform Supplier and keep Supplier up to date with the appointed individuals' identity and level of access.
- 7.5 Planned Works:** Supplier may temporarily interrupt the Service to carry out Planned Works. Supplier will notify Buyer in advance of any Planned Works. "Planned Works" means planned Supplier-initiated changes to the Service or Equipment (for example, to carry out maintenance or upgrades).
- 7.6 Conditions:** Buyer will:
- (a) reimburse Supplier for reasonable expenses associated with a Buyer Site visit or for other actions taken when Buyer has reported an Incident caused by an Excluded Event; and
 - (b) permit Supplier to interrupt the Service to resolve a Priority Level 1 or 2 Incident (or the Incident will be downgraded to a Priority Level 3 Incident).
- 7.7 Onboarding:** Supplier will onboard the Buyer via the Onboarding Activities. Buyer agrees that Supplier may establish new Onboarding Activities for Buyer's use of the Services, including as Supplier deems necessary for the optimal performance of the Services.
- 7.8 Provision of Onboarding Activities:** The Onboarding Activities will be provided during Working Hours unless specified otherwise on the Call-Off Order Form. Buyer may be required to provide access to Buyer Sites outside Working Hours, which are subject to additional Charges and are notified to Buyer in advance.
- 7.9 Buyer Responsibility:** Supplier is not responsible for any performance or non-performance issues with the Onboarding Activities caused by the Buyer responsibilities in the Project Plan or Buyer failing to comply with the Buyer responsibilities in the Project Plan. If Buyer fails to provision or maintain the Buyer responsibilities in the Project Plan, Supplier may terminate the Service and apply a Recovery Charge.
- 7.10 Service Ready Date:** Supplier will notify Buyer when it has completed the Onboarding Services and that Buyer is onboarded onto the Service ("Service Ready Date").
- 7.11 Agreed Delivery Date:** After the Service Ready Date, Supplier will provide Buyer with the delivery date of a Service Element ("Agreed Delivery Date") and use reasonable endeavours to deliver the Service Element by the Agreed Delivery Date. If Buyer requests a change before delivery of the Service Element, Supplier will either adjust or cancel the applicable Call-Off Order Form subject to any Recovery Charge and/or amend the Agreed Delivery Date, as applicable.
- 7.12 Service Commencement Date:** Supplier will make each Service Element available to Buyer and notify Buyer that the Service Element is ready for use ("Service Commencement Date").
- 7.13 Correction:** Buyer must notify Supplier within 5 Working Days of the Service Commencement Date if the Service is not available for use and provide sufficient supporting details. Upon receipt of notification, Supplier will take reasonable action to commence service delivery.

7.14 Priority of Incidents

7.14.1. The following Priority Level examples apply to the Service:

Priority Level	Priority Level examples
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1	Critical or Major: An Incident that results in a critical business impact to Buyer, assigned where (i) Buyer experiences a complete or substantial loss of Service, (ii) a mission critical business process is not working, (iii) where no delay for resolution is accepted (impact on Services or is causing revenue leakage), or (iv) total loss of one or more Service Elements that results in the Services being unavailable.
2	Significant: An Incident that results in some business impact, assigned where (i) a defect results in a critical business impact, but can be circumvented, (ii) certain functions within the software are disabled, but the business process remains operable, or (iii) degradation of Service. Example: Intermittent fault or substantial degradation of one or more of the Service Elements that substantially impacts the Service.
3	Standard: An Incident that results in a minimal business impact, assigned where Buyer experiences no loss of Service and the Incident has no significant effect on the usability of the infrastructure, or the Incident materially affects the use of the Services, that is not a Priority 1 or 2 Incident such as a loss of a second site, failure of one or more resilient items of Buyer Equipment, failure of a feature of non-resilient Buyer Equipment e.g. power supply failure in a server.
4	Low: All other Incidents that do not materially affect the use of the Service not covered within the above (low impact on business and less urgency on fixing the Incident).

7.15 Incident Resolution Times

7.15.1. For a Priority Level 1 or 2 Incident, the Incident Resolution Time is calculated as the number of whole hours between the time Supplier issues a Unique Identifier and the time Supplier issues a Closure Notification for the Incident.

Priority Level	Incident Resolution Target Time
1	4 hours
2	8 Working Hours
3	48 Working Hours
4	No measure

8. General Definitions

8.1 The following definitions apply to the **section 3 - General Conditions on the Buyer** of these Service Terms:

Additional Service Recipient	a Buyer Group entity which is not a direct party to this Agreement, but which is named in this Agreement as a beneficiary of the Services or otherwise approved to receive the Services in accordance with clause 3.1 (Additional Service Recipient).
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Agreement	this agreement, consisting of the documents set out in clause 2 (Service Terms Structure).
Applicable Law	law, regulation, binding code of practice, rule or requirement of any relevant government or governmental agency, regulatory Authority, each as relevant to (i) Supplier in the provision of the Services and/or (ii) Buyer in the receipt of the Services or the carrying out of its business.
AUP	Supplier’s acceptable use policy set out http://www.vodafone.co.uk/Acceptable-Use-Policy-Business , as updated by Supplier from time to time.
Buyer	the entity identified in the Call-Off Order Form as such.
Buyer Equipment	hardware, software or any other tangible material not supplied by Supplier that is used with or to access the Service. Any Equipment Buyer purchases from Supplier shall be considered to be Buyer Equipment once title has passed to the Buyer.
Buyer Group	Buyer and any company in which Buyer has the beneficial ownership of more than 50% of the issued share capital, or the legal power to direct the general management of the company in question, either at or after the date of this Agreement.
Buyer Site	as the context permits a Buyer’s premises (either owned by Buyer or a third party) which Supplier needs to access in order to deliver or install Equipment and/or to provide the Services or the location where the Services are to be provided, as set out in the Call-Off Order Form.
Charges	the charges or fees specified in this Agreement as payable by Buyer.
Consumer	means any natural person acting for purposes that are outside the person’s trade, business, craft or profession.
End Of Life	where Supplier or a manufacturer of Equipment declares that the type of Equipment is end-of-life (or otherwise stops marketing, selling or supporting it).
Equipment	hardware, Supplier Software, and any other tangible equipment (other than SIMs) supplied by, or on behalf of, Supplier to Buyer for use in receiving the Services. Equipment excludes Buyer Equipment.
European Union (EU)	an economic and political union of 27 countries, as may be updated from time to time. A full list of countries can be found here https://www.gov.uk/eu-eea .
GSM Gateway	any equipment containing a SIM which enables calls from a fixed network (landline) to be routed via a GSM link to a mobile network establishing a mobile-to-mobile (‘on-net’) call.
Incumbent Provider	a regulated operator who is authorised to provide a Service in a given country.
Intellectual Property Rights	(a) rights in, and in relation to, any patents, registered designs, design rights, trade marks, trade and business names (including all goodwill associated with any trade marks or trade and business names), copyright, moral rights, databases, domain names, topography rights and utility models, and includes the benefit of all registrations of, applications to register and the right to apply for registration of any of the foregoing items and all rights in the nature of any of the foregoing items, each for their full term (including any extensions or renewals) and wherever in the world enforceable; (b) rights in the nature of unfair competition rights and rights to sue for passing off; and (c) trade secrets, confidentiality know how, technical information and other proprietary rights.
Network	the communications network together with the equipment and premises that are connected to such network and which are used by Supplier to perform the Services.
Non-Recurring Charges	means One-Off Charges.



One-Off Charges	the Non-Recurring Charges payable by Buyer in relation to the Service and/or Equipment as described in the Buyer’s Call-Off Order Form, and may include installation Charges for ports, access circuits and routers, charges for set up of Service Elements and configuration changes.
Party or Parties	Buyer and/or Supplier, as relevant.
Recovery Charge	any amount payable by Buyer for early termination or failure to meet commercial commitments as set out in this Agreement.
Service Element	the individual components of a Service (including optional service elements if applicable).
Service Specific Terms	the document(s) identified in this Agreement as the “Service Specific Terms” that set out information such as terms and conditions, specifications and technical information specific to a Service.
Service(s)	the services to be provided by Supplier or a Third Party Provider under this Agreement and as specified in this Agreement. Any reference to Service within this Agreement may be an individual Service or collectively all Services, as appropriate.
SIM	a “subscriber identity module” card is an integrated circuit, whether physical or embedded in a device (and then known as an eSIM Card), storing user specific data and provided by Supplier to allow use of equipment on the Network by Buyer.
Supplier	where used in these Service Terms or the Call-Off Contract means Vodafone.
Supplier Software	any Software supplied by Supplier or its licensors to Buyer (including Software embedded in any Equipment).
Technical Prerequisites	any requirements detailed in the Service Specific Terms or otherwise provided to Buyer in writing relating to a Service or Equipment including notification to upgrade.
Third Party Provider	a third party contracted directly or indirectly by either Supplier (including Vodafone Group) or Buyer that provides a Service, a Third Party Service or that provides a service that connects to a Service. Third Party Providers may include Incumbent Providers.
User	an individual end user of the Services who is approved by Buyer and who must be a permanent or temporary employee or sub-contractor of Buyer or an Additional Service Recipient unless otherwise specified in this Agreement.
User Details	a user name, password, or other access information used by a User to access the Service and/or Equipment.
UK	England, Wales, Scotland, Northern Ireland and adjacent islands (e.g. Isle of Wight) but excluding the Channel Islands and the Isle of Man.
Vodafone	Vodafone Limited, registered number 01471587, and registered office Vodafone House, The Connection, Newbury, Berkshire RG14 2FN.
Vodafone Group	(a) Vodafone Group Plc, Vodafone Limited and any company in which Vodafone Group Plc owns (directly or indirectly) 15% or more of the issued share capital; and (b) any partner market listed on the “Where we are” page at http://www.vodafone.com/ .
Working Days	Monday to Friday inclusive, other than public holidays in the UK.
Working Hours	9.00am to 5.00pm on a Working Day.

8.2 The following definitions apply to the Fixed Services Conditions on the Buyer set out in **section 4** of these Service Terms:

BPE (Buyer premises equipment)	Fixed Equipment on Buyer Site.
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Fixed Equipment	hardware, Supplier Software, BPE and any other tangible equipment (other than SIMs and mobility equipment) supplied by or on behalf of, Supplier to Buyer for use in receiving the Services.
Service Commencement Date	the date of completion of Supplier's testing when the Service is ready for use.
Site Survey	a survey of a Buyer's Site to assess whether (in Supplier's opinion) the existing infrastructure is sufficient for providing the Services and detailing what the Buyer needs to do to receive the Service.

8.3 The following definitions apply to the Service Specific Conditions on the Buyer and Service Elements set out in **section 5** of these Service Terms:

AWS	Amazon Web Services
Azure	Microsoft Azure
Business Support Subscription	a minimum support subscription to enterprise support on AWS, or higher.
Call-Off Contract	the legally binding agreement for the provision of Services made between a Buyer and Supplier including the completed Order.
Closure Notification	notice of the changed status of an Incident or other event to closed, whether or not the Buyer has actually received that notice.
Commercial Agreement	an agreement for purchase of Services signed by both Parties.
Excluded Event	an Incident caused by: (a) another Supplier service purchased under a separate Buyer Agreement; (b) non-Supplier-supplied power, Buyer Equipment, non-maintained structured cabling or other systems or networks not operated or provided by Supplier (including an Incident relating to consumption of services over the internet); (c) the negligence, act, or omission of Buyer or a third-party not within Supplier's direct control; (d) Buyer's delay or non-performance of any of Buyer obligations set out in the Buyer Agreement; (e) resulting from a request by Buyer for expedited delivery of the Service; (f) Customer's request to modify or test a Service Element; (g) a Force Majeure event or Service suspension that is permitted under the Customer Agreement; (h) the inability or refusal by a Third Party Provider to provide the Mandatory Accompanying Service; (i) a configuration change during implementation; (j) service failure at any other Customer Site; (k) known risks or defects which both Parties have previously agreed in writing to exist (e.g. where a version of software cannot be upgraded and no maintenance exists) and Supplier has advised that this may result in an Incident; (l) denial of service attacks (DDoS), where DDOS mitigation services are not provided by Supplier;



	(m) maintenance activity deferred by Buyer against the advice of Supplier for more than three attempts; and (n) capacity increase declined by Buyer against the advice of the Supplier.
Incident	an unplanned interruption to an IT service or reduction in the quality of an IT service. Failure of a configuration item that has not yet affected Service is also an Incident.
Incident Management	the end-to-end management of Incidents by Supplier.
Monthly recurring Charges	the monthly charges specified in the Call-Off Order Form.
Monthly Measurement Period	the period from the Service Commencement Date up to the end of the calendar month and then each calendar month thereafter (save for the last month that will end upon the termination date of the Service Element).
OEM	the original manufacturer of the product/service.
Onboarding Activities	(a) the pre-Service delivery assessment, set up, connection, and other tasks required to implement the Services; and (b) for on-going Service delivery, the definition and compilation of operating procedures and documentation, all as set out in the Project Plan.
Project Plan	the document agreed with Buyer setting out the Onboarding Activities.
Public Cloud	the cloud services consumed by Buyer on AWS public cloud and/or Azure public cloud.
Public Cloud Solution	either AWS public cloud product and/or Azure public cloud product purchased by Buyer and managed by Supplier under the Buyer Agreement.
Public Cloud Provider	either AWS or Azure.
Service Catalogue	the catalogue that provides a detailed description of the activities performed as part of each Service Element. Supplier reserves the right to update the Service Catalogue from time to time to optimise Service performance
Service Credit	the service credit payable by Supplier to Buyer in accordance with these Service Terms.
Service Level(s)	the service levels that apply to the provision of the Service as set out in these Service Terms.
Service Request	a formal communication from Buyer for the provision of a Service change, information, advice or access to the Service.
Third Party Resources	Third Party Provider facilities, software, hardware or other resource
Unique Identifier	the unique reference key given to the Buyer by Supplier, once Supplier has logged an Incident or another event.

8.4 The following definitions apply to **section 6 - Data Protection** of these Service Terms:

Applicable Privacy Law	the relevant data protection and privacy law, regulations (including UK GDPR and the Data Protection Act 2018) and other regulatory requirements to which Vodafone Limited is subject.
“Fixed Authority	means those governments, agencies, courts of law, and professional and regulatory authorities including NRAs that supervise, regulate, investigate, or enforce Applicable Law.



Data Controller	the person that determines the purposes and means for which Personal Data is Processed, as defined under Applicable Privacy Law.
Data Privacy Obligations	in respect of each Party, that Party's obligations relating to the Processing or control of Personal Data as a Data Controller or Data Processor, as expressly set out in clause 6 (Data Protection) of this Agreement.
Data Processor	the person that Processes Personal Data on behalf of the Data Controller as defined under Applicable Privacy Law.
European Economic Area (EEA)	means the Member States of the European Union together with Iceland, Liechtenstein, and Norway, as may be updated from time to time. A full list of countries can be found here https://www.gov.uk/eu-eea .
GDPR	General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data.
Personal Data	shall mean any information relating to an identified or identifiable natural person as defined by the Applicable Privacy Law.
Privacy Authority	the relevant statutory or supervisory authority with responsibility for the Applicable Privacy Law in the jurisdiction of the Data Controller.
Process/Processed/Processing/Processes	obtaining, recording or holding information or data or carrying out any operation or set of operations on it.
Sub-Processor	a sub-contractor who is processing Personal Data on behalf of Supplier.
Traffic Data	any data processed for the purpose of the conveyance of a communication on an electronic communications network and for billing.
UK GDPR	means GDPR as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018.