

Supplier Secure Storage and Back-up Service

G-CLOUD 15 – SERVICE TERMS



Supplier Secure Storage and Back-up Service

Service Terms

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Supplier Secure Storage and Back-up Service

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1. The Service – Overview

- 1.1** The Secure Storage and Back-up Service (the “Secure Storage and Back-up Service”) is a set of data storage and back-up services, which are split into discrete service modules. Supplier provides the Service by combining different modules to form a Buyer Solution. The term “**Service**” or “**Services**” in these Service Specific Terms means the Secure Storage and Back-up Service and which means (the “Buyer Solution”) and includes each Service Element. However, these Services are only available to Buyers who are connected to the secure Supplier data centre network infrastructure.
- 1.2** The term “Service” or “Services” in these Service Specific Terms means the Secure Storage and Back-up 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;



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- (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.



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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:

4.2.3.1 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).

4.2.3.2 Additionally, specifically in relation to BPE, Buyer shall:

- (g) 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
- (h) 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:



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- (i) 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
- (ii) 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.

4.2.3. **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), Buyer shall:

- (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: 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. **General:** 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 Obligations:** 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.



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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 this Service Offer 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

6. Commencement and Delivery

6.1 ARFS Date and Handover Date: Supplier will advise Buyer of the Agreed Ready for Service Date ("ARFS Date") following acceptance of the Buyer's Call-Off Contract Order Form.

6.1.1. Supplier reserves the right to revise the ARFS Date if: (i) Buyer has requested changes to the Buyer Solution or to Buyer's Order; or (ii) any changes have been made to Supplier's programme for delivery of the Buyer Solution; or (iii) Buyer delays in providing or fails to provide reasonable assistance requested by Supplier.

6.1.2. Supplier will use reasonable endeavours to hand over the entire Buyer Solution to Buyer for Acceptance Testing by the ARFS Date.

6.1.3. If the Handover Date is not on or before the ARFS Date, Supplier will: (i) use reasonable endeavours to hand over the Buyer Solution to the Buyer as soon as reasonably practicable after the ARFS Date; and (ii) escalate within Supplier the factors causing the delay to attempt to resolve the problem and expedite the handover of the Buyer Solution.

7. The Service and Equipment

7.1 The Service comprises of required core Service Elements and may also include Optional Service Elements selected by Buyer both of which shall be set out in the Call-Off Contract Order Form. Certain Service Elements will depend upon other specific Service Elements that Buyer must purchase as part of the Buyer Solution.

7.2 In connection with the Service, Buyer may purchase the following Optional Service Elements: Network Services; Infrastructure Services including Monitoring and Reporting Services; Secure Primary Storage; Secure Dedicated Storage; Secure Cloud Object Storage and / or Secure Data Protection.

7.3 Service Elements are available from only a specified number of different Secure Cloud & Hosting Centres as detailed in the relevant service descriptions. Supplier will notify the Buyer of the relevant Secure Cloud and Hosting Centre(s) that will deliver the Buyer Solution based on the Buyer location.

7.4 Equipment relevant to this Service (if applicable) will be set out in the Call-Off Contract Order Form. The Call-Off Contract Order Form will also identify which Equipment, if any, Supplier will supply to the Buyer and which of such Equipment needs to be purchased by Buyer. Associated Charges shall be set out in the Call-Off Contract Order Form.

7.5 Equipment and Software Lifecycle Management:

7.5.1. Supplier will provide Equipment Maintenance Services and Software Maintenance Services for any Fixed Equipment specifically notified to Buyer as having Equipment Maintenance Services or Software Maintenance Services available and where requested by the Buyer.

7.5.2. If Software Maintenance Services no longer applies to a piece of Software after the expiry of the Minimum Term (or when Supplier has deemed the Software has reached the end of its useful life), then the Buyer may continue to use the Software entirely at their own risk. Supplier will no longer be responsible for Software Maintenance Services in respect of that Software and any Service Levels impacted by that Software will no longer apply.

7.5.3. Subject to sub clause 7.5.4, Supplier shall cease to be responsible for providing the Equipment Maintenance Services or Software Maintenance Services (as applicable) if any of the following occur: (i) the limited



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availability of replacement Equipment or Software; (ii) the Equipment or Software reaching an end of support date with the relevant manufacturer; or (iii) the Equipment being deemed by Supplier to be beyond economic repair for any other reason.

7.5.4. Where Supplier has agreed to have management responsibility in respect of Fixed Equipment, then Supplier shall still use reasonable efforts to maintain the Supplier Equipment during the Minimum Term notwithstanding the occurrence of any of the events listed in sub clause 7.5.3.

7.5.5. The Buyer agrees that:

- (a) it is the Buyer's responsibility to dispose of (including paying for the disposal of) Buyer Equipment at the end of its useful life in accordance with all Applicable Laws and regulations;
- (b) where the Buyer does not comply within three months of being requested to do so and the Buyer Equipment remains on Supplier's premises, Supplier reserves the right to dispose of any Buyer Equipment, and charge the Buyer in respect of any reasonable costs Supplier incurs in doing so;
- (c) any Buyer Equipment provided by the Buyer will be assessed by Supplier to determine if it is fit for purpose and supportable prior to any service commencement. Supplier reserves the right, acting reasonably and having discussed the matter in advance with the Buyer, to refuse to support Buyer Equipment provided by the Buyer which Supplier determine as either not fit for purpose or not supportable; and
- (d) the Buyer will notify Supplier of any changes the Buyer makes to the Equipment or Software that may impact the Buyer Solution.

7.5.6. If Buyer purchases Supplier Equipment and/or Supplier Software that no longer benefits from Equipment Maintenance Services and/or Software Maintenance Service, Buyer acknowledges that the Buyer will not be able to use such Equipment and/or Supplier Software in respect of that Service Element.

7.6 Changes: Buyer is responsible for all Buyers costs, migration of Buyer data and updating of Buyer's systems as a result of any change to the Agreement, Services or Charges.

7.7 PSTN connection: Unless it is otherwise permitted by Applicable Law, Buyer and its Users must not (a) connect or seek to connect the Service to the public switched telecommunications network ("PSTN") or other fixed voice services (e.g., voice over IP); (b) connect to the public Internet; and/or (c) use the public internet for voice communications services, Buyer will indemnify Supplier for any liability associated with Buyer's impermissible use of the Service.

7.8 Malware, Viruses and Data: Supplier assumes no liability for viruses or other malware introduced by Buyer, or for restoration of lost or corrupted data or applications, other than restoration from then-current backups maintained by Supplier if Buyer chooses optional backup and/or archival services (which Supplier recommends).

7.9 Loading of Buyer Data and software: Loading of Buyer data and software is entirely at Buyer's risk. Supplier recommends that all data transmissions to Buyer's servers be encrypted. Supplier has no responsibility or liability for Buyer's transmissions of data. The Service is not intended for and Buyer shall not use the Services to store, transmit or process data for any applications or uses that are prohibited by this Agreement or the AUP.

7.10 Data Security and Internet Transmission: Buyer acknowledges that the public internet is an inherently insecure environment. The use of the public internet is at the sole risk of Buyer and its Users. Supplier is relieved from all liability in connection with Buyer's and its Users' use of the public internet including liability for any disclosure of Confidential Information transmitted over the public internet.

7.11 General obligations: Buyer must not (i) reverse assemble, reverse compile, otherwise translate, or reverse engineer the Service unless expressly permitted by Applicable Law; (ii) use the Service Elements, Devices, files, modules, audio-visual content, or related licensed materials separately from the Service; (iii) use the Services for any content that requires (a) additional Supplier commitments to meet regulatory requirements; or (b) security measures beyond those provided by Supplier.

7.11.1. Buyer will implement policies, procedures and controls sufficient to fulfil its obligations under this Agreement.

7.11.2. Buyer must:



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- (a) ensure all necessary permissions for each Party respectively to use, provide, store and process Buyer data with the Service are obtained;
- (b) nominate a Buyer representative who is able to make financial and contractual decisions relating to the User requirements;
- (c) carry out the tasks allocated to the Buyer under the project plan agreed with the Buyer representative;
- (d) give Supplier (and any Third-Party Provider) access to Software and Equipment at reasonable times in accordance with Buyer's normal security procedures to enable Supplier to provide support and/or carry out replacements or repairs in the event of any Service failure;
- (e) ensure that Buyer's systems comply with all pre-requisites for supply of the Service reasonably notified to the Buyer in advance by Supplier;
- (f) complete, return and keep current an authorised contact sheet;
- (g) provide, maintain and regularly review a security policy that covers all Buyer data, applications and systems including those in a Secure Cloud & Hosting Centre;
- (h) control the internal access to key servers and information;
- (i) provide and monitor the internet access of its employees;
- (j) monitor and scan their network and be responsible for application security;
- (k) ensure that the Buyer Solution is protected by one or more of Supplier's managed firewalls; and
- (l) comply with any other obligations as reasonably notified to the Buyer by Supplier from time to time.

7.11.3. Buyer must get Supplier's written consent prior to carrying out scans of the Vodafone Network and Secure Cloud & Hosting Centre.

8. Service Change Request Procedure

8.1 Buyer may propose a change to the Service by written request. Upon agreement, the Parties must authorise the change in the form of a change Order or other written amendment to the Agreement (a "Change Order"). Supplier has no obligation to commence work in connection with a change until a Change Order is executed by the Parties.

8.2 If within 5 Working Days of the end of a calendar month Buyer requests any change which would have the effect of cancelling the whole or any part a Service Element, Buyer may be charged the applicable Charges in relation to that Service Element for the full coming month, as determined by Supplier.

8.3 Optional Service Elements

8.3.1. Secure Primary Shared Storage Services: The Secure Primary Storage service offers high-performance file and block-based shared storage for Buyers within Supplier data centre locations. These services are designed for Buyers who want to minimise risks, improve data availability and recovery while managing ever-expanding volumes of data without the need for capital equipment purchases or dedicated storage operations staffing. A replication service is also available to protect the data and store in one of the Supplier locations within the country

8.3.2. Below are two types of Primary Storage;

- (a) **Block Shared Storage** – Block-based Storage is available to Buyers and presented via Logical Unit Numbers (LUNs)/volumes. The service interface is provided via fibre channel optical connection and two fibre connections are required per physical server/converged solution to protect against failure of either the SAN fabric or connection
- (b) **File Storage** – File based storage commonly referred to as Network Attached Storage (NAS) is available to Buyers presented via Internet Protocol (IP). Multiple connections are required from an appropriately sized Buyer firewall into Supplier Data Centre switches.

8.3.3. Secure Dedicated Storage Services: The Secure Dedicated Storage service offers high-performance file and block-based shared storage for Buyers within Supplier data centre locations. This service takes the operational



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maintenance, capacity management and overheads required to manage storage environments. For Buyers who are unable to take advantage of multi-tenant platforms for either contractual or regulatory reasons we can offer file and/or block based dedicated storage solutions.

- 8.3.4. **Secure Cloud Object Storage Services:** The Secure Cloud Storage service provides low-cost object storage that is designed to grow with Buyer's business and is provided on a simple pay-as-you-go consumption based commercial model. For Buyers that need access to a storage solution that has high data integrity, is low cost, highly available and grows with then this is a great choice. Some typical use cases are application data storage, data protection and archiving. A replication service is also available to protect the data and store in one of the Supplier locations within the country.
- 8.3.5. **Secure Data Protection Services:** The Secure Data Protection Shared Backup Service is designed to simplify the task of managing backups and ensuring data can be restored in the event of data loss. The Secure Data Protection service offers Buyers with a choice of near line (on-site), off-site and file application archiving backup and recovery services to ensure that business data is always protected. A backup replication service is also available to protect the data and store in one of the Supplier locations within the country.
- 8.3.6. **Secure Backup Archiving –** For Buyers that require longer term retention of their data then Supplier offers a Backup Archiving service that sits alongside the Secure Data Protection Shared Backup offering
- 8.3.7. **Secure Application File Archiving –** File based Application archiving offering providing low cost storage for Buyers who have applications that need file-based storage access for activities such as storing logs. With file-based application archiving service we can provide a low-cost option to storage of these logs for retention and compliance reasons

8.4 Support and Service Levels

- 8.4.1. **Applicability:** The Secure Storage and Back-up Services Support Service and Service Levels apply to the Secure Primary Shared Storage Service except as amended below.
- 8.4.2. **Service Availability:**

Service	Service Availability (Percentage or P)
Secure Primary Shared Storage Service	99.9% in a Monthly Measurement Period
This Service Level is measured from the Equipment at the edge of the shared storage platform and is subject to Buyer having the following conditions met:	
(a) two redundant host bus adapters into the shared storage area network	
(b) multi-pathing software (or similar) installed and properly configured.	
(c) for file-based storage multiple connections via a firewall.	

- 8.4.3. **Dedicated Storage Service Summary:** The Dedicated Secure Storage Service (the "**Service**") provides for the installation, configuration, monitoring, management and support of a dedicated storage solution within one of Supplier's Secure Cloud & Hosting Centres.
- 8.4.4. The applicable Service Element(s) purchased by Buyer will be confirmed on the Buyer Agreement or on an Order.

8.5 Conditions of Use

- 8.5.1. **Mandatory Accompanying Services – Dedicated Secure Storage Services:** In order to receive the Dedicated Secure Storage optional Service Element, Buyer must also obtain from Supplier and maintain the Equipment Maintenance and the Software Maintenance Service for the dedicated storage Equipment used to provide the Dedicated Secure Storage Service "**Mandatory Accompanying Services**". Terms and Charges for the Mandatory Accompanying Services are set out in the Secure Storage and Back-up Service Terms and Buyer Agreement. If Buyer fails to purchase or maintain the Mandatory Accompanying Services, Supplier may terminate the Service and charge Buyer any applicable Recovery Charge.



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- 8.5.2. **Requirements – Dedicated Secure Storage Services:** In order for Supplier to be able to provide the Dedicated Secure Storage Services Buyer agrees that: (i) the Server(s) for which Dedicated Secure Storage Services are provided must have a dedicated network interface if specified by Supplier; (ii) Buyer must adhere to Supplier's default configuration settings; (iii) Buyer must not modify the configuration files; (iv) Supplier must always have reasonable access to Service for which the Dedicated Secure Storage Service is provided; (v) the Equipment included in Service for which the Dedicated Secure Storage Service is provided must be located in a Secure Cloud & Hosting Centre; (vi) all Buyer Equipment and Buyer Software must meet Supplier's requirements.
- 8.5.3. **Requirements – Dedicated Secure Storage Service:** Supplier (i) must approve the design of the Buyer's storage solution; and (ii) is responsible for installation of the Dedicated Secure Storage Service.
- 8.5.4. **Equipment:** Dedicated storage Equipment may be needed to run the Dedicated Secure Storage Service. The Equipment Terms applies if Equipment is procured for the Dedicated Secure Storage Service.

8.6 Support and Service Levels

- 8.6.1. **Applicability:** The Secure Storage and Back-up Support Service and Service Levels apply to the Dedicated Secure Storage Services.

8.7 Secure Cloud Object Storage Service

- 8.7.1. **Structure:** These Extra Service Terms form part of the Service Terms for the Secure Storage and Back-up Service when Buyer orders the Secure Cloud Object Storage Services Optional Service Element. If there is a conflict between them, these Extra Service Terms will supersede the Secure Storage and Back-up Service Terms, but only for the Secure Cloud Object Storage Services Optional Service Element.
- 8.7.2. **Secure Cloud Object Storage Service Summary:** The Secure Cloud Object Storage Service (the "**Service**") provides Buyer with access to an internet presented URL for user or application programmatic object storage consumption or repository of Buyer data.

8.8 Conditions of Use

- 8.8.1. **Buyer Prerequisites:** Buyer must provision and maintain suitable connectivity (private connection) ("**Buyer Prerequisites**") to receive the Secure Cloud Object Storage Service. Supplier is not responsible for any performance or non-performance issues with the Service caused by the Buyer Prerequisites or Buyer failing to comply with the Buyer Prerequisites. If Buyer fails to provision or maintain the Buyer Prerequisites, Supplier may terminate the Service and apply a Recovery Charge.
- 8.8.2. **Mandatory Accompanying Services:** In order to receive the Service, Buyer must also purchase (under separate agreement) and/or maintain one of the following "**Mandatory Accompanying Services**" from Supplier: (a) Wide Area Network (WAN) access via Buyer's existing IP-VPN services which has been verified and approved by Supplier; or (b) Secure hosting services in Supplier's UK data centres. If Buyer fails to purchase or maintain the Mandatory Accompanying Services, Supplier may terminate the Service and charge Buyer any applicable Recovery Charge.
- 8.8.3. Buyer acknowledges that (i) **Installation** - Supplier is responsible for the installation of the Equipment and Software for the Secure Cloud Object Storage Services; (ii) **Access** - access to the Secure Cloud Object Storage platform will be via a secure service endpoint (e.g. fully qualified domain); (iii) **Removal** - Supplier reserves the right to remove or disable any secure object storage account which is causing or may cause issues with the secure storage platform or network for Supplier's other Buyers; and (iv) **Updates** – where any Software or firmware is provided by Supplier to Buyer as part of the Secure Cloud Object Storage optional Service Element Supplier shall use reasonable endeavours to make required updated versions available to Buyer.
- 8.8.4. **Non-Supplier owned applications:** Buyer acknowledges that (i) any Non-Supplier owned applications, Software or Equipment used to connect to the Secure Cloud Object Storage Service will be provisioned and maintained by Buyer; (ii) any disruption in the service caused by non-Supplier owned applications, Software or Equipment will be excluded from any Service Credits; and Supplier is entitled to terminate the Secure Cloud Object Storage Service and apply any applicable Recovery Charge.

8.9 Support and Service Levels



Secure Cloud Storage & Backup

Service Terms

8.9.1. **Applicability:** The Secure Storage and Back-up Services Support Service and Service Levels apply to the Secure Cloud Object Storage Service except as amended below.

8.9.2. **Calculation:** Percentage Availability is calculated as:

$$(A - B) / A \times 100$$

"A" equals the number of whole seconds in the Monthly Measurement Period.

"B" equals the number of whole seconds when the Service is Unavailable in the Monthly Measurement Period.

8.9.3. **Service Availability:**

Service	Service Availability (Percentage or P)
Secure Cloud Object Storage Service	99.95% in a Monthly Measurement Period
This Service Level is measured from the Equipment at the edge of the Secure Shared Cloud Object storage platform	

8.9.4. The Service Level set out above only applies if Buyer has (i) a Direct Data Centre Connection; and (ii) a minimum of two redundant connections into the platform at a single Buyer Site.

8.10 Definitions

8.10.1. The following definitions apply to these Extra Service Terms in addition to the definitions contained in the rest of the Buyer Agreement:

(a) **Direct Data Centre Connection** means fibre or copper connections (depending on the distance and/or the data centre) between a Buyer Solution and the platform.

8.11 Secure Data Protection Shared Backup Service

8.11.1. **Structure:** These Extra Service Terms form part of the Service Terms for the Secure Storage and Back-up Service when Buyer orders the Supplier Secure Data Protection Shared Backup Services Optional Service Element. If there is a conflict between them, these Extra Service Terms will supersede the Secure Storage and Back-up Service Terms, but only for the Secure Data Protection Services Optional Service Element.

8.12 Service Terms

8.12.1. **Secure Data Protection Shared Backup Service Summary:** The Secure Data Protection Shared Backup Service (the "Service") provides the backup of Buyer Data for short term retention. The Service also provides longer term archiving and Buyer Data restoration.

8.13 Conditions of Use

8.13.1. For the purpose of receiving the Secure Data Protection Shared Backup Service, Buyer acknowledges that:

- (a) Buyer is responsible for initiating requests for a restore and Supplier is responsible for executing the restore;
- (b) if Buyer does not take the Operating System Optional Service Element as part of the Secure Storage and Back-up solution, Buyer is responsible for reserving sufficient capacity to Buyer's system (ensuring that Supplier can install the backup software and connect to the system) to enable the data restore to initiate;
- (c) Buyer must not, and Buyer will ensure that any third party that Buyer appoints will not, modify the backup software configuration files without prior approval by Supplier. Supplier will use reasonable endeavours to make updated versions available to Buyer;
- (d) Any Equipment provided must be located in a Secure Cloud & Hosting Centre.

8.14 Support and Service Levels

8.14.1. **Applicability:** The Secure Storage and Back-up Support Service and Service Levels apply to the Secure Data Protection Shared Backup Service except as amended below.

Service Availability:

Service	Service Availability	Service Performance
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Secure Data Protection Shared Backup Service on a 24/7 basis	99.90% in a Monthly Measurement Period	98% of backups completed successfully in a Monthly Measurement Period.
Buyer must have appropriate backup software installed and configured. Any single storage device having excessive volumes (as determined by Supplier, in Supplier's reasonable discretion) of data requiring backup will be excluded from any calculation. If Buyer Equipment or Buyer software accessing the Shared Backup Service fails and such Buyer Equipment or Buyer software is not managed by Supplier, then such failures are excluded under both the Service Availability and Service Performance Service Levels The Service Levels are measured from the Equipment at the edge of the shared backup platform. If a backup fails on the first attempt but is then successful on a second attempt, the backup is considered successful.		

8.15 General Support Services Terms

8.15.1. Supplier will provide Buyer with Support Service for the Service Elements ordered by Buyer.

8.15.2. Support Service is available in English only.

8.15.3. Support Service is available as shown below:

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

8.15.4. Incidents may be reported at any time during the Service Cover Period; however, Incident resolution will only occur during Working Hours for Priority Level 3 and 4 Incidents.

8.15.5. An Incident may also be a Qualifying Incident.

8.15.6. The Buyer shall appoint primary and secondary central 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.

8.15.7. Buyer will:

- (a) reimburse Supplier for reasonable expenses associated with 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).

8.15.8. Supplier may temporarily interrupt the Service to carry out Planned Works. Supplier will endeavour to notify Buyer in advance of any Planned Works.

8.15.9. **Incident Commencement and Resolution Rules:** An Incident commences when Supplier creates an Incident Report (being no later than 60 minutes after the Incident has been reported to Supplier) and ends on the earlier of when Supplier advises Buyer of Incident resolution or when the Incident affecting the Service has ceased. In Supplier's discretion or at Buyer's reasonable request, Supplier may continue to investigate via Supplier's Problem Management process; however, this shall not affect the resolved status of the Incident. Buyer is deemed to have been advised of Incident Resolution if Supplier has made reasonable attempts to contact Buyer and Buyer has not notified Supplier within 24 hours from Supplier's last attempt to contact the Buyer that the Incident resolution is unsuccessful. Supplier's method of Incident resolution is at Supplier sole discretion.



8.16 Early Life Support

- 8.16.1. Early Life Support is limited to supporting Buyer's ability to deploy Buyer applications on the Buyer Solution and to integrating the Buyer Solution into the Buyer's business. Other elements of Early Life Support will vary on a case by case basis.
- 8.16.2. Early Life Support will last for the duration of the Early Life Support Period.
- 8.16.3. Early Life Support is not available in respect of a new single Device being added to the Buyer Solution.
- 8.16.4. **During Early Life Support:** During Working Hours Buyer will be able to log Incidents solely related to Buyers ability to (i) deploy Buyer's applications on the Buyer Solution and (ii) integrate the Buyer Solution into the Buyer's business.
- 8.16.5. Supplier will use reasonable endeavours to investigate the causes of the Incidents.
- 8.16.6. Buyer will be able to request changes and Supplier will use reasonable endeavours to implement any agreed changes in an agreed time frame.
- 8.16.7. Buyer may request Supplier to provide Professional Services to assist the Buyer with deploying applications on the Buyer Solution.
- 8.16.8. Changes raised during the Early Life Support Period, will consume Inclusive Resource for Change. Should additional hours above the Inclusive Resource for Change be used, Supplier reserves the right to charge for such excess work.

8.17 General Service Level Terms

- 8.17.1. Service Levels and Service Credit terms for the Buyer Solution or applicable Service Element commence on the Service Level Commencement Date.
- 8.17.2. The Service Levels do not apply to Incidents caused by or connected to an Excluded Event or to an output from an Automated Service Request

8.18 Service Availability

- 8.18.1. **Calculation:** Percentage availability is calculated as $P = ((A-B)/A) \times 100$. "A" equals 43200 minutes each full month. "B" equals the number of whole minutes when the relevant Buyer Solution or Service Element is unavailable in the Monthly Measurement Period.
- 8.18.2. **Solution Availability** – The Service Level for Solution Availability is as detailed in the High-Level Design. If the Service Levels in the High-Level Design exceeds the levels set out in Table 1, or if the High-Level Design does not contain Service Levels then Device Availability shall apply:

Table 1 Maximum Solution Availability		
Class of Solution	Maximum Availability	Example
Non-resilient*	97%	Solution provided with one or more single points of failure, such as single server, single firewall.
Resilient	99.9%	Solution provided from a single location, but with no single points of failure, utilising load balancing, N+1 design, etc.
Resilient with Backup Site	99.95%	The same as resilient but also with automated failover to a second location comprising a non-resilient solution.
Distributed resiliency	99.99%	The same as resilient but also with automated failover to a second location comprising another N+1 / resilient solution, with replication between sites.
*The maximum availability where the class of solution is non-resilient excludes the time taken for any replacement Equipment to arrive at the required installation location following a Qualifying Incident.		

8.18.3. Optional Service Element Availability

- (a) **Shared Backup Service Levels**



Service	Service Availability	Service Performance
Shared Secure Backup Service on a 24/7 basis	99.9% in a Monthly Measurement Period	98% of backups completed successfully in a Monthly Measurement Period.
Buyer must have appropriate backup software installed and configured. Any single storage Device having excessive volumes (as determined by Supplier, in Supplier's reasonable discretion) of data requiring backup will be excluded from any calculation. If Buyer Equipment or Buyer Software accessing the Shared Backup Service fails and such Buyer Equipment or Buyer Software is not managed by Supplier, then such failures are excluded under both the Service Availability and Service Performance Service Levels The Service Levels are measured from the Equipment at the edge of the Secure shared backup platform. If a backup fails on the first attempt but is then successful on a second attempt, the backup is considered successful.		

(b) Secure Primary Shared Storage Service Level

Service	Service Availability
Shared Secure Storage Service	99.9% in a Monthly Measurement Period
This Service Level is measured from the Equipment at the edge of the Secure shared storage platform and is subject to Buyer having two redundant host bus adapters into the shared storage area network and the required multi-pathing software (or similar) installed and properly configured.	

8.19 Priority of Incidents

8.19.1. The following Priority Levels apply to the Service:

Priority Level	Priority Level Example(s)
1	Total loss of one or more Service Elements that results in the Buyer Solution being unavailable.
2	Intermittent fault or substantial degradation of one or more of the Service Elements that substantially impacts the Buyer Solution.
3	Issue that materially affects the use of the Buyer Solution that is not a Priority Level 1 or 2 issue such as a loss of second site, failure of one or more resilient Devices, failure of a feature of a non-resilient Devices, e.g. a power supply failure in server.
4	Issue that does not materially affect the use of the Buyer Solution such as Total disk usage at 90% Investigations and advice will be given.

8.20 Incident Resolution Times

8.20.1. The Incident Resolution Time is calculated as the number of whole hours between the time Supplier issues a Trouble Ticket and the time Supplier confirms to Buyer that the Incident is resolved.

Priority Level	Incident Resolution Time
1	4 Working Hours
2	8 Working Hours
3	48 Working Hours
4	N/A



8.20.2. When calculating the Incident Resolution Time, any time taken (i) to restore data from backup or (ii) for Buyer to carry out any of Buyer's obligations is excluded.

8.20.3. The Incident Resolution Time for Buyer and third-party locations shall be increased to 8 hours in respect of (i) Firewall Management Services and (ii) Internet VPN Management

8.21 Secure Primary Shared Storage Service

8.21.1. **Structure:** These Extra Service Terms form part of the Service Terms for the Secure Storage and Back-up Service when Buyer orders the Secure Primary Shared Storage Services Optional Service Element. If there is a conflict between them, these Extra Service Terms will supersede the Secure Storage and Back-up Service Terms, but only for the Secure Primary Shared Storage Services Optional Service Element.

8.22 Service Terms

8.22.1. **Secure Primary Shared Storage Service Summary:** The Secure Primary Shared Storage Services (the "**Service**") provides Buyer with access to a shared storage area network and the storage attached to it.

8.22.2. Conditions of Use

- (a) For the purpose of providing the Secure Primary Shared Storage Service, Buyer acknowledges that:
- (b) Supplier is responsible for the installation of the required Equipment and Software and will use reasonable endeavours to use the latest compatible and Supplier agreed software and firmware versions;
- (c) If Buyer manages the operating system on the host operating system, the following conditions apply:
- (d) all hosts requiring connectivity to the Secure Primary Shared Storage platform ("Storage Platform") must be approved by Supplier;
- (e) all changes to the host operating system must be agreed by Supplier; and
- (f) the host operating system must support the technical requirements of the Storage Platform as provided by Supplier; and
- (g) Supplier reserves the right to remove or disable any host system managed by Buyer which is causing or may cause issues with the Storage Platform for other Supplier Buyers.

9. Data Protection

Vodafone as a Data Controller

9.1 Vodafone as a Data Controller: Supplier acts as an independent Data Controller for the Processing activities in these clauses 9.1 to 9.5 (Data Controller role and processing activities) and any additional activities listed in the Service Terms.

9.2 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.

9.3 Processing Activities: Supplier may process:

9.3.1. Personal Data to:

- (a) manage account relationships;
- (b) send bills;
- (c) fulfil an Order or delivery;
- (d) provide Buyer service; and
- (e) control access to Supplier's systems that support the Services.

9.3.2. 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.

9.4 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 9 (Data Protection) or as permitted under Applicable Privacy Law; and
- (b) as required by Applicable Law, court order, or any Authority (including Privacy).



9.5 Privacy Notice: Supplier's privacy notice can be accessed at: www.vodafone.co.uk/privacy.

Vodafone as a Data Processor

9.6 Vodafone as a Data Processor: Supplier acts as a Data Processor for the specific processing as set out in the relevant Service Terms.

9.7 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.

9.8 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.

9.9 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 9.6 to 9.17 (Data Processor role and related requirements). Supplier will be liable to Buyer for the performance of that Sub-Processor's obligations.

9.10 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.

9.11 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.

9.12 Data Security:

9.12.1. 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.

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

9.13 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.



9.14 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.

9.15 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.

9.16 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.

9.17 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.

10. General Definitions

10.1 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).
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 at 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.
Supplier	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.

10.2 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.
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.

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

Acceptance or Accepted	those parts of the Buyer Solution that have been the subject of Acceptance Testing and have achieved, or are deemed to have achieved, the Acceptance Criteria.
Acceptance Criteria	such criteria as established by Supplier to determine whether or not the Buyer Solution is ready for use by the Buyer.
Acceptance Date	the date on which Acceptance occurs or is deemed to have occurred.
Acceptance Testing	testing of the Buyer Solution that Supplier has handed over to the Buyer which shall be carried out by the Buyer in accordance with these Service Specific Terms.
Acceptance Testing Period	a period of testing commencing on the Handover Date lasting: (i) for a continuous period of 10 days in the case of a new Solution; or (ii) for a continuous period of 5 days in the case of a new Device; in each case the "Acceptance Testing Period".



Agreed Ready for Service Date or ARFS Date	the date on which Supplier plan to commence supplying the Buyer's Solution following Supplier's acceptance of the Buyer's Order.
Agent	a software application that can be installed on an operating system.
Anti-Virus Service	Supplier will provide anti-virus software and monitor the software for updates ensuring relevant updates are applied on a regular basis. This only applies where Buyer has ordered the Operating System Services.
Automated Service Request	a Service Request which is fulfilled via software instruction and is automatically delivered once successfully completed.
Availability	the percentage of time the Buyer Solution or Service Element as applicable is available for use in a Monthly Measurement Period.
Secure Cloud & Hosting Centre	a Supplier or third-party data centre with specific highly secure infrastructure and connectivity to the Vodafone Network used to provide the Secure Buyer Solution to the Buyer.
Secure Cloud & Hosting Service Desk	the service desk provided by Supplier for Buyer Solution.
Cloud Storage Gateway	the hardware or virtual appliance that presents file storage into Buyer's Solution, providing a local cache for recently written data, whilst protecting all data written to it in the Cloud Storage Service.
Cloud Storage Service	the Cloud Storage services to be provided by Supplier to Buyer as set out in separate Cloud Storage Service Specific Terms.
Contract Year	means any period of 12 months commencing on the Service Commencement Date or an anniversary thereof.
Buyer Solution	a set of Service Elements that together form the Solution for Buyer.
Early Life Support	the support provided by Supplier for those parts of the Buyer Solution that Supplier has handed over to the Buyer before those services are Accepted.
Early Life Support Period	the period commencing on the Handover Date and lasting for a continuous period of: (a) 20 days in the case of a new Solution; or (a) 10 days in the case of a new standalone Device that is not part of an existing Solution; or (b) such other period as Supplier may agree with the Buyer.
Equipment Maintenance Services	maintaining, repairing, and replacing if necessary, the Equipment.
Excluded Event	means 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) Buyer's request to modify or test a Service Element; (f) a Force Majeure event or Service suspension that is permitted under the Buyer Agreement; (g) the inability or refusal by a Third Party Provider to provide the Mandatory Accompanying Service/access circuit at a Buyer Site; (h) a configuration change during implementation; and (i) service failure at any other Buyer Site; (j) Planned Works ; (k) a period of suspension of the Service agreed between the Parties or permitted under the



	Buyer Agreement, (l) an Incident which arises in Equipment or Software for which Supplier are responsible but which has been modified or changed on the Buyer's behalf in a manner which has not been accepted in writing by Supplier as having no effect on Supplier's liability to pay Service Credits; and (m) an Incident which arises as a result of the Buyer failing to agree to the installation of an upgrade, patch or change recommended by Supplier, such as security or other fixes; (n) denial of service attacks (DDoS), where DDoS mitigation services are not provided to Buyer by Supplier; (o) scheduled or Supplier requested maintenance windows; and (p) software or hardware components are no longer supported by the vendor and are therefore considered End of Life or Out of Support.
Extra Service Terms	the additional terms that apply to certain Service Elements ordered by Buyer set out in the Extra Service Terms and/or as Supplier otherwise advises Buyer in writing.
Handover Date	the date on which Supplier notifies the Buyer that the Buyer Solution, or any part of it, is available for Acceptance Testing.
High Level Design	the document prepared by Supplier to describe, the technical aspects of the Buyer Solution including the Service Level details.
Incident	an unplanned interruption to the Service, a reduction in the quality of a Service, or a failure of a Service configuration item.
Incident Management	the end-to-end management of Incidents by Supplier.
Incident Record	a record of an Incident with a unique reference allocated to it which shall be used for all subsequent updates and communications.
Inclusive Resource for Change	the number of free allotted hours of Supplier (including any Third-Party Providers) resource available for Buyer to use in implementing changes, as notified to Buyer from time to time.
Infrastructure Services	provide installation, Software Patching and Updates and Monitoring and Reporting Services.
Monthly Measurement Period	the period from the Service Level 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).
Optional Service Elements	the elements of the Service which are optional as set out in these Service Specific Terms.
Planned Works	planned Supplier-initiated changes to the Service or Equipment (for example, to carry out essential maintenance or upgrades).
Procurement Services	provides the Buyer with procurement, configuration and maintenance services for the Equipment.
Professional Services	the optional services from Supplier in order to customise the Buyer Solution; obtain additional services based on the Buyer's individual requirements; or obtain project management in respect of the Buyer Solution.
Qualifying Incident	an Incident which has a Priority level of 1 or 2 and which prevents the Buyer from using the Solution or a Service Element in accordance with the service parameters.
Recovery Point Objective (RPO)	the maximum rollback point in time to which Buyer's data will be restored during data restoration (e.g. where a RPO of 1 hour applies, and where disruption occurs at noon, data will be recoverable up to 11 am on the same day).
Recovery Time Objective (RTO)	the time taken to restore or reconfigure Equipment and commence the uploading of data to the target systems during the restoration process.



Server	a physical and/or virtual device running a hypervisor and/or operating system.
Service Credit(s)	the service credit payable by Supplier to Buyer in accordance with these Service Specific Terms.
Service Cover Period	as described in paragraph 1 of the Service Levels.
Service Level(s)	the service levels that apply to the provision of the Service as set out in these Service Specific Terms.
Service Level Commencement Date	the date which is the later of (where relevant) (i) the expiry of the Early Life Support Period (ii) the Acceptance Date and (iii) the Service Commencement Date for the Buyer Solution or individual Service Element as applicable.
Service Level Objective or SLO	the performance Supplier expects to provide, without associated Service Levels or Service Credit.
Software Maintenance Services	means maintaining, updating and if necessary, replacing the Supplier Software.
Solution	a set of Service Elements and Devices that together form a Solution.
Trouble Ticket	a record of an Incident with a unique reference allocated to it that is used for all subsequent updates and communications.
Supplier Equipment	Equipment supplied by Supplier for Buyer's use and includes hardware and related software that Supplier will use to provide the Buyer Solution exclusively to the Buyer at the Secure Cloud & Hosting Centre.
Supplier Monitoring Infrastructure	the monitoring infrastructure at a Secure Cloud & Hosting Centre that performs monitoring services in respect of various types of hosting and network equipment.
Vodafone Network	the Supplier IP network between the primary backbone nodes, (excluding the connection from the Secure Cloud & Hosting Centre to the Buyer Solution, access facilities, the Equipment) and Buyer Equipment.
Supplier Software	Software that Supplier uses to provide the Buyer Solution exclusively to the Buyer at the Secure Cloud & Hosting Centre where title remains with Supplier or the Third-Party Provider.

10.4 The following definitions apply to **section 9 - 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 9 (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.