

Vodafone Dedicated Private Cloud

G-CLOUD 15 – SERVICE TERMS





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1. The Service – Overview

- 1.1 Dedicated Private Cloud Service (the "**Service**") is a flexible, location-agnostic, self-contained, VMware based, managed computer infrastructure product that underpins infrastructure as a service and may combine a set of Service Elements to form a Buyer solution. The Service comprises out of core service elements ("Core Service Elements") and may also include optional service elements ("Optional Service Elements") subject to an additional charge as set out in the Order. Core Service Elements and Optional Service Elements together, are the "Service Element(s)".
- 1.2 The term "Service" includes each Service Element. The availability of Service Element(s) provided remotely by Vodafone will depend on the Service Location and Location Provider.
- 1.3 Service Package: Buyer will purchase the Services under the Managed Service package as set out in the Call-Off Order Form. "Managed" means Vodafone supplies, installs, maintains, and manages the Vodafone Equipment.
- 1.4 The term "**Service**" or "**Services**" in these Service Specific Terms means the Dedicated Private Cloud.

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:**

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:
- (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 4.2.2 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 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

5.1 General Buyer Obligations

5.1.1. Buyer must:

- (a) ensure all necessary permissions are obtained for each Party respectively to provide, use, store and process Buyer data within the Service;
- (b) carry out the tasks allocated to the Buyer under the project plan agreed with the Buyer Point of Contact;
- (c) complete, return and keep current an authorised contact sheet;
- (d) control internal access to Buyer's key servers and information;
- (e) ensure that the Service is protected by one or more of Supplier's managed firewalls;
- (f) obtain Supplier's written consent prior to carrying out scans of the Supplier network and infrastructure;
- (g) comply with any other obligations as reasonably notified to the Buyer by Supplier from time to time;
- (h) provide design and support in relation to the configuration of the applicable Buyer firewall contexts;
- (i) comply with Supplier's standard build and configuration parameters unless otherwise agreed. Deviations from Supplier's standard build may incur additional cost; and
- (j) be the owner of, or obtain relevant licence to, any Buyer information, technology and software it provides to Supplier to use in connection with performance of the Service.
- (k) Supplier is not responsible for any performance or non-performance issues with the Service caused by the Buyer failing to comply with the Buyer Responsibilities. If Buyer fails to provision or maintain Buyer Responsibilities, Supplier may terminate the Service and apply a Recovery Charge.

5.1.2. Buyer Personnel: Buyer agrees to make available appropriate personnel with suitable authority and skills to assist Supplier in the Onboarding Activities and performance of the Service, including design, testing, regression testing and troubleshooting and provide Supplier with a designated Buyer point of contact to whom all communications relative to the Services will be addressed, with authority to provide sign-off and act on Buyer's behalf (the "**Buyer Point of Contact**"). Buyer Point of Contact will support obtaining approvals from relevant business stakeholders, as well as any necessary exceptions to standard processes required for delivery of the Service.

5.1.3. Buyer Information: Buyer agrees to provide timely, accurate, and complete information related to the provisioning of the Service, and to notify Supplier as soon as possible of any changes to Buyer environment that Buyer reasonably believes may affect the provision of the Service. Supplier or its subcontractors will not be liable for any loss, damage, delay or deficiencies in the Service arising from materially inaccurate, incomplete, or otherwise deficient information or materials supplied by or on behalf of Buyer.

5.1.4. Authorised Users: Access by Buyer to the Service is limited to Authorised Users. The Buyer shall provide Supplier with a list of Authorised Users. Supplier will provide each Authorised User with a username, password, or other access information ("**Authorised User Details**"). Buyer is responsible for:

- (a) the security of the Authorised User Details;
- (b) providing Supplier with the identity of the Authorised Users and keeping that information current;
- (c) Authorised Users' compliance with this Agreement; and
- (d) where the solution is integrated with an identity access management system ("IAM"), providing and configuring a suitable IAM provider. Supplier accepts no liability for any unauthorised or improper use or disclosure of any Authorised User Details. Buyer is liable for all acts and omissions conducted using the Authorised User Details. Buyer will be responsible for and will pay for the Charges including any unauthorised or fraudulent usage arising out of Buyer's breach or failure to comply with the provisions of

these Service Terms. Buyer acknowledges that Supplier has no liability for any loss or damage to the Buyer arising from such unauthorised or fraudulent usage.

5.2 Security

5.2.1. **Buyer activities:** Where services are not explicitly provided by Supplier in the Order Form, Buyer shall be responsible for:

- (a) privilege ID and security log monitoring;
- (b) management and validation of Buyer owned IDs;
- (c) advanced security services such as vulnerability scanning, malware defence and intrusion detection/prevention;
- (d) proactive patching;
- (e) validation of backed up data and validation of restored data;
- (f) physical security and portable storage media management;
- (g) disaster recovery design and planning; and, unless otherwise stated in these Service Specific Terms;
- (h) regulatory compliance such as FFIEC, HIPPA, PCI DSS, GXP, SSAE16/18.

5.2.2. **Security Obligations:**

- (a) Buyer will:
- (b) take reasonable steps to limit misuse of or threat to the Service, Equipment, or network, including having appropriate security policies and processes in place to prevent unwanted or unauthorized activity on its own network and, if applicable, the Vodafone Network that it connects to;
- (c) notify Supplier of any Buyer security issues which are likely to materially adversely impact the network;
- (d) address any misuse or threat identified by Supplier through the implementation of appropriate security or user controls;
- (e) seek prior approval from Supplier before running any security tests, vulnerability scans or penetration tests on Equipment or Services; and
- (f) ensure that data travelling across the internet is encrypted using industry standard strong encryption algorithms.

5.2.3. **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).

5.2.4. **Data, Software and Internet Transmissions:** Buyer acknowledges that the public internet is an inherently insecure environment.

- (a) The use of the public internet and loading of Buyer data and software is entirely at Buyer's or its' Users risk. Supplier recommends that all data transmissions to Buyer's servers be encrypted.
- (b) 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 or illegal.
- (c) 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.

5.3 Software Upgrades, Patching & Testing

5.3.1. **Test Environment:** Buyer agrees to provide Supplier with a test environment for testing recommended fixes, patches and upgrades. Supplier takes no responsibility over problems derived from untested changes and upgrades, should Buyer be unable to provide Supplier with a test environment.

5.3.2. **Software patching, Updates and Anti-Virus:** Supplier will not automatically apply any patches, fixes and/or workarounds to the operating system or anti-virus software without the Buyer's agreement, except in the event of significant risk to the Buyer, Supplier or any of Supplier's customers. Supplier will use reasonable endeavours to test and communicate the changes to the Buyer. If the risk to Supplier or any of Supplier's customers may not be mitigated by other means, the Buyer may not refuse the

5.3.3. **Testing:** Buyer agrees to be responsible for testing to ensure that any applications running within the operating system managed by Buyer function correctly after operating system patches are applied by Supplier. Buyer must notify Supplier promptly of any faults or problems with any applications. Supplier will not be liable for any costs, loss or damage incurred by Buyer as a result of Buyer's delay or failure to comply with the obligations set out in this clause.

5.4 Service Change Request Procedure

5.4.1. 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.

- 5.4.2. Buyer acknowledges and agrees that if 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 Recovery Charges in relation to the affected Service Elements.

5.5 Termination

- 5.5.1. Following a notice to terminate the Agreement or a Service Element, Supplier will notify Buyer of the date that the Service or Service Element will terminate ("**Service Termination Date**").
- 5.5.2. Decommissioning and Disposal of Hardware: Upon termination notice, Supplier will decommission and dispose of the hardware elements. The Buyer may choose to purchase these hardware elements, in which case Supplier will decommission and send the hardware to the Buyer's designated locations. This will incur additional costs in accordance with a new Order Form.
- 5.5.3. **Removal of Buyer Data:**
- (a) It is the Buyer's sole responsibility to either delete or migrate Buyer data the applicable Service or platform by the Service Termination Date unless otherwise agreed with Supplier. Supplier will have no liability for any Buyer data left on any Service or platform after the Service Termination Date.
 - (b) If Buyer has Buyer data stored on a Service or platform for backup or archiving purposes and the purpose for which it is stored is set to expire after the Service Termination Date then the Buyer will need to agree with Supplier to continue to pay Supplier for Buyer data storage until the expiry.
 - (c) Supplier operates a Buyer data erasure policy which deletes and removes Buyer account(s) and Buyer data from Service(s) and platforms within 30 days of the Service Termination Date, unless otherwise agreed with Buyer.
- 5.5.4. Buyer may purchase additional services for the secure destruction of data and/or physical data storage devices from Supplier at an additional cost under a new Order Form. 12.5 Should Buyer require data to be destroyed to a certified and compliant standard Buyer may purchase Secure.
- 5.5.5. Buyer Data Erasure Services from Supplier under a separate agreement. Secure Buyer Data Erasure Services is only available to Buyers who have purchased and where Supplier own the assets.

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 Buyer 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 6.6 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/Buyer-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 Elements

7.1 The Service comprises core service elements (“Core Service Elements”) some of which are Mandatory Service Elements that can be purchased from either Supplier or a reliable third party supplier and may also include optional Service Elements (“Optional Service Elements”) as set out below:

7.2 Core Service Elements:

- 7.2.1. Infrastructure Services provides installation, management, maintenance and support of servers, switches, routers and load balancers that can be included as part of a Buyer solution.
- 7.2.2. Operating System Services provides for the installation, management, maintenance and support of operating systems running on the servers included in this Service.
- 7.2.3. Monitoring and Reporting Services provides installation, management and support of a variety of monitoring services to support the Service.
- 7.2.4. Security Services provides firewall management and server workload protection services; and
- 7.2.5. Professional Services provides technical and business personnel with practical, technical and business experience to produce Deliverables specific to Buyer’s requirements.

7.3 Mandatory Accompanying Services:

- 7.3.1. In order to receive the Service, Buyer must also purchase from Supplier under a separate agreement or from a reliable third party and maintain the following “Mandatory Accompanying Service”: The terms and charges for the Mandatory Accompanying Services are not included in these Service Specific Terms. If Buyer fails to purchase or maintain the Mandatory Accompanying Service, Supplier may terminate the Service and charge Buyer any applicable Recovery Charge.
- (a) Data Centre Services provides data centre services to physically host equipment; and
- (b) Network Services provides the necessary communication services to internet and/or private networks. The use of Network Services will be mutually agreed between the parties according to the availability of services at the Service Location, under a separate agreement.

7.4 Optional Service Elements:

- 7.4.1. In connection with the Service, Buyer may purchase one or more of the following Optional Service Elements subject to an additional charge as set out in the Order and subject to Extra Service Terms.
 - (a) Database and Middleware Management Services;
 - (b) Backup Services, as described in each of the applicable Extra Service Terms. The term “Service” includes each Service Element.
 - (c) Container Platform Services: As part of the Container Platform Services, Buyer may purchase the following optional Container Platform Service Elements:
 - (i) Cloud Technology Architecture Services (“CTA Services”);
 - (ii) Enhanced Build Services (“Container Platform Services – Enhanced Build Services”);
 - (iii) Base Build Services (“Container Platform Services – Base Build Services”); and
 - (iv) Onboarding and Management Services (“Container Platform Services - Managed Services”).

7.5 Service Elements - Additional Terms

7.5.1. Software Defined Data Centre Services

- (a) The Software Defined Data Centre Services provide three types of Virtual Machines according to the server workload protection ("SWP") installed:
- (b) The advanced service level includes an advanced Virtual Machine with advanced features such as anti-virus and malware defence, and a choice of either:
 - (i) a network module including firewall; or
 - (ii) a system module including intrusion prevention, file integrity monitoring, and log inspection
- (c) The enterprise service level includes an enterprise Virtual Machine with a full server workload protection package, including anti-virus and malware defence, a network module including firewall, and a system module including intrusion prevention, file integrity monitoring, and log inspection.
- (d) Compliance with Supplier's standard build and configuration parameters is required unless an alternative configuration or build has been agreed. Any non-standard requirements or deviations from Supplier standard builds may incur additional costs.

7.6 Operating System Services

7.6.1. Buyer Obligations: For Operating System Services, Buyer must:

- (a) request any enhancements, upgrades or other modifications to any Buyer Software, installed on the server by Buyer following initial installation of the operating systems, as a configuration change; and
 - (b) ensure any remote equipment used to access servers to modify or upload content or other similar purposes, has a static IP address.
- 7.6.2. Supplier reserves the right to charge Buyer for any work that has to be carried out by Supplier as a result of any enhancement, upgrade or other modification made to Buyer's software (including the installation of Buyer Software) by Buyer.
- 7.6.3. Supplier will retain root or administrative access to each server covered by the Operating System Service;

7.7 Monitoring and Reporting Services

7.7.1. Agent Based Monitoring and Reporting Services Buyer Obligations:

- 7.7.2. For agent-based Monitoring and Reporting Services Buyer must provide Supplier with all rights on the monitored operating system that are required to enable Supplier to provide the agent-based Monitoring Service.
- 7.7.3. Supplier will retain exclusive root or administrative access to every agent on a monitored operating system for agent based Monitoring and Reporting Services.

7.7.4. Non-Agent based Monitoring and Reporting Services Buyer Obligations

7.7.5. Buyer must:

- (a) work with Supplier in order to design certain protocols that will facilitate the Non-Agent based Monitoring Service;
- (b) not request or implement a change to the Service which would result in the Service not allowing data to be packaged using the protocols specified by Supplier; and
- (c) be able to transfer data packaged using these protocols between Buyer's monitored device(s) and the Supplier Monitoring Infrastructure.

7.8 Support and Delivery Services:

- 7.8.1. Unexpected events detected by the Monitoring and Reporting Services will cause an Incident to be created and this Incident will be escalated to the Cloud & Hosting Service Desk, the Buyer will be notified and where the source of the Incident is covered by the support and service level terms, Supplier will use reasonable endeavours to resolve the Incident
- 7.8.2. The Cloud & Hosting Service Desk will automatically close all raised Incident records in accordance with the following:
- 7.8.3. for the Non-Agent based Monitoring and Reporting Services, the Incident will be closed as soon as a responsiveness check returns a positive response; and
- 7.8.4. for the Agent based Monitoring and Reporting Services, the Incident will be closed as soon as the processes running on the operating system are:
- (i) available;
 - (ii) responsive; and
 - (iii) the monitoring of the operating system returns results that fall below the agreed system parameter thresholds.

7.9 Professional Services

- 7.9.1. **Professional Services Buyer Obligations:** Where a use case is dependent on Buyer's application or system then Supplier will require access to be enabled e.g. with a live or dummy test account on that platform to enable testing.

- 7.9.2. **Delivery Date:** Unless agreed otherwise, dates for delivery of any Deliverables are set out in the relevant Order. The delivery dates are reasonable estimates only and are not guaranteed. Time shall not be of the essence for the performance of the Professional Services
- 7.9.3. **Buyer Postponement:** If Supplier and Buyer have agreed a date or dates for delivery of the Deliverables, Buyer may only postpone such date or dates by giving Supplier at least 5 Working Days' notice before the commencement of the provision of the Service.
- 7.9.4. **Buyer Changes:** If Buyer requests a change after the commencement of the provision of the Service and before the delivery date, Supplier will either adjust the delivery date or cancel the applicable Order subject to the payment.
- 7.9.5. **Acceptance by Supplier:** Supplier shall advise the Buyer in writing (which may be via email) of its acceptance of an Order.
- 7.9.6. **Deemed Acceptance:** Buyer will be deemed to have accepted the Deliverables, unless Buyer notifies Supplier within 5 Working Days of receiving the Deliverables if such Deliverables do not materially comply with the Order and provides sufficient supporting details. Upon receipt of notification, Supplier will take reasonable action to rectify such noncompliance and re-submit the Deliverables in accordance with the Order.
- 7.9.7. **Milestones:** Where the provision of the Service is to be invoiced in stages as set out in the Milestone Invoice Plan, the Parties agree that each separate stage shall be treated as distinct stage and failure by Supplier to deliver, or any claim by Buyer in respect of, a stage, shall not entitle Buyer to repudiate and/or terminate the Order as a whole

7.10 Container Platform Services

- 7.10.1. The Service will include the following dedicated container platform as a Dedicated Private Cloud component: VMWare Tanzu Kubernetes Grid Plus.

7.11 Security Services

- 7.11.1. **Disclaimer:** The Buyer agrees that the Security Services:

- (a) are not guaranteed to operate without interruption or error;
- (b) are not fault-tolerant;
- (c) are not intended for use in hazardous environments requiring fail-safe operation;
- (d) do not guarantee that all security or network threats to, or vulnerabilities of the Buyer's networks, facilities, assets, or operations will be detected or identified;
- (e) do not warrant that the Services will prevent intrusions or damage to the Buyer's networks, facilities, assets, or operations, or that the Buyer's computer systems are safe from intrusions, viruses, or any other security exposures;
- (f) do not make any warranty, express or implied, or assume any legal liability or responsibility for remedying any security issues, vulnerabilities, or other problems discovered in the course of performing or as a result of the Security Services;
- (g) that new technology, configuration changes, software upgrades, and routine maintenance, among other items, can create new and unknown security exposures;
- (h) authorises Supplier or the applicable Third Party Provider access to Buyer's computer systems;
- (i) may result in excessive log file disk space consumption, temporary degradation of system and network performance, temporary changes to data, system failure or unavailability; and
- (j) the triggering of intrusion detection system alarms.

- 7.11.2. The Buyer is solely responsible for:

- (a) deciding whether to use the information provided by the Security Service and for providing appropriate security for its assets, systems, and employees;
- (b) for adding the IP addresses of the testers to any filtering devices to permit unfiltered network access to the target systems.

- 7.11.3. Buyer agrees not to modify the configurations of any in-scope systems and infrastructure devices during the period of testing and accepts to all reasonable risks associated with the performance of the Security Services. Buyer waives any rights and remedies under any Service Levels during testing activity.

- 7.11.4. **Third-Party Systems Testing:** For systems, including but not limited to applications and IP addresses, owned by a third party and subject to testing, the Buyer:

- (a) is responsible for any risks or impact on third-party systems arising from the Supplier's performance of the Managed Security Services; and
- (b) for communicating any risks, exposures, and vulnerabilities identified on these systems by Supplier's remote testing to the third - party system owner or any other relevant third party;

- (c) shall facilitate the exchange of information between the third-party system owner and Supplier as necessary and reasonably requested by Supplier;
- (d) must inform Supplier as soon as reasonably practicable of any change in ownership of any third-party system subject to testing; and
- (e) will only disclose the Deliverables to a third-party system owner to the extent relevant to remediate issues identified during testing.

7.11.5. Security Event Log Data: The Buyer consents to Supplier collecting, gathering, and compiling security event log data (the “Log Data”) to analyse trends and identify real or potential threats. Unless the Buyer objects, Supplier may compile or combine this data with similar data from other Buyers, provided that the data is compiled or combined in a manner that does not reveal the Buyer's identity. The Log Data will be used for purposes such as publishing, distributing, developing or enhancing products or services, conducting research, and lawful sharing of confirmed third party perpetrator information.

7.11.6. Termination of Security Services: Following termination or expiration of the Security Services, the Buyer may request the receipt of archived data within 90 days of the date of termination or expiration, whichever occurs first. The request may be submitted through written communication by the Buyer.

7.11.7. Buyer Point of Contact Obligations: The Buyer Point of Contact must complete and return any questionnaires or checklists within 5 working days of receipt, attend status meetings, obtain and provide applicable information, data, consents, decisions, and approvals as required by Supplier to perform the Security Services within 2 Working Days of Supplier's request, and help resolve and escalate Security Services issues within the Buyer's organisation as needed. Buyer must ensure that a Buyer Point of Contact is available 24 hours a day, 7 days a week to receive notifications of outages. The Buyer must update Supplier within three calendar days if there are any changes to their contact information.

7.11.8. Server Workload Protection

- (a) Buyer Obligations: Buyer acknowledges and agrees to:
 - (i) allow Supplier to monitor the administrative interfaces and event stream of the managed internal scanner or scanning agents (the “Agents”); and
 - (ii) ensure that all updates are transmitted and applied via the internet.
- (b) Agent Troubleshooting and Performance: Buyer agrees to contact Supplier if the provided troubleshooting steps do not resolve the Agent performance problem or health issue. Buyer will perform Supplier -provided Agent troubleshooting, participate in troubleshooting sessions with Supplier as required, and be responsible for providing all remote configuration and troubleshooting. Buyer acknowledges that health monitoring is limited to the software Agent and does not apply to the underlying hardware, and that no further troubleshooting will be performed by Supplier if the managed Agent is eliminated as the source of the problem.

7.11.9. Firewall Management

- (a) Buyer Obligations: Buyer agrees to:
 - (i) ensure that their servers and operating systems meet or exceed Supplier's specifications;
 - (ii) update the Agent software and/or hardware to the most current version supported by the Supplier;
 - (iii) configure the Agent, including cabling and network access and associated settings and work with Supplier to perform Agent updates;
 - (iv) perform troubleshooting and participate in troubleshooting sessions, as required by Supplier If the Buyer has chosen not to implement an out of band (“OOB”) solution or if the OOB solution is unavailable for any reason, the Buyer is responsible for providing all remote configuration and troubleshooting.
 - (v) acknowledges that if the managed Agent is not the source of a given problem, the Supplier will not perform any further troubleshooting; and
 - (vi) provide their notification paths and contact information to Supplier.

7.11.10. Policy Implementation and Tuning: The Buyer shall provide Supplier with the policy to be implemented via the completed service questionnaire(s) and, while the Supplier may tune the Agent policy to reduce the number of erroneous alarms during standard deployment and activation, actual policy tuning is performed over a period of time that begins after service activation.

7.11.11. Night and Weekend Work: Buyer agrees that Supplier will not approve unplanned deployment and activation night and weekend work. Buyer is responsible for scheduling any night and weekend work in advance, as discussed during the project kick-off call. Night and weekend work is provided at an additional charge and is subject to Supplier resource availability and blackout dates.

7.11.12. Acceptance Testing: Buyer is responsible for developing their specific acceptance testing plans and performing acceptance testing of their applications and network connectivity. Buyer must verify that logs of each log source are available in the security services portal, as applicable. Buyer acknowledges that Supplier does not participate in troubleshooting or problem resolution activities that do not directly pertain to the deployment or health of the managed Agent subscribing to the Security Services. Additional acceptance testing performed by Buyer, or lack thereof, does not preclude Supplier from setting the Agent or log source to “active” in the security operations centres for ongoing support and management, as applicable.

7.11.13. **Interfaces and Event Stream Monitoring:** The Buyer grants Supplier permission to monitor the administrative interfaces and event stream the managed Agents in cases where it is not technically feasible to install monitoring software on such Agents.

7.11.14. **Content Security Solution:** The Buyer is solely responsible for paying any associated charges for the content security solution. Any changes to the content security policy requested after the deployment and activation of the Agent will count towards the current month's policy change allocation.

7.12 Commencement and Delivery

7.12.1. **Agreed Delivery 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 Order subject to any Recovery Charge and/or amend the Agreed Delivery Date, as applicable.

7.12.2. Supplier reserves the right to revise the Agreed delivery Date if:

- (a) Buyer has requested changes to the Buyer Solution or to Buyer's Order;
- (b) any changes have been made to Supplier's programme for delivery of the Buyer Solution; or
- (c) Buyer delays in providing or fails to provide reasonable assistance requested by Supplier.

7.12.3. **Service Commencement Date:** Supplier will perform its standard testing procedure for the Service. When Supplier considers that the standard testing criteria have been met, Supplier will make the Service available to Buyer or notify Buyer that the Service is ready for use ("Service Commencement Date").

- (a) **Correction:** Buyer must notify Supplier within 5 Working Days of the Service Commencement Date if the Service does not materially conform to the standard testing criteria and provide sufficient supporting details. Upon receipt of notification, Supplier will take reasonable action to meet the standard testing criteria.
- (b) **Buyer Delays:** If a Buyer's act or omission delays the Service Commencement Date, then Supplier may start billing Recurring Charges from the original Agreed Delivery Date and charge Buyer for its reasonable costs (including Third Party Provider costs) that result from the delay. Alternatively, Supplier reserves the right to review the Charges. If the delay extends 60 Working Days beyond the original Agreed Delivery Date, Supplier may terminate the Service and apply a Recovery Charge. If appropriate, Supplier will set a new Agreed Delivery Date.
- (c) **Expedited Delivery:** When requested by Buyer, Supplier will use reasonable efforts to meet an expedited Agreed Delivery Date.
- (d) **Freeze Period:** Supplier may delay the delivery of a Service Element during a Freeze Period. "**Freeze Period**" means: (i) the period generally from 1 December to 15 January each year; and (ii) any period involving a significant spike in network usage.

7.13 Equipment

7.13.1. **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 will be purchased by Buyer. Associated Charges shall be set out in the Call-Off Contract Order Form.

7.13.2. The High-Level Design will identify which Equipment, if any, Supplier will supply to the Buyer, and, which of such Equipment will be purchased by the Buyer. Associated Charges are set out in the Call-Off Contract Order Form, and any applicable terms will be set out in this Agreement.

7.13.3. In order to protect the integrity of the Service Supplier may make changes to Equipment, provided that such changes do not materially adversely affect the Buyer's use of the Services or Equipment

7.13.4. Buyer Systems:

- (a) Buyer may be required to provide its own Buyer Equipment, servers and/or systems in accordance with any specifications provided by Supplier ("Buyer Systems"). Such Buyer Systems may be required to enable access to the Services and Equipment, or to ensure proper performance of the Service. The Buyer Systems that the Buyer will be required to provide (if relevant) will be specified in the High Level Design.
- (b) Supplier shall not be responsible for the provision or maintenance of Buyer Systems and Buyer will implement such systems itself as a pre-condition to the provision of the Services.
- (c) Buyer Systems including but not limited to Buyer Equipment, systems and/or servers required for use of the Service will be detailed as High Level Design.

7.13.5. Buyer Equipment

- (a) Buyer must have Equipment where required that meets Supplier's specifications on the Buyer Site to use the Service. The Equipment Terms apply to Buyer Equipment and Supplier Equipment. Buyer must promptly replace or correct the affected Equipment in event it is exposed to any fraudulent activity.

- (b) 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):
- (c) install and configure the Buyer Equipment at the Buyer Sites, where required, by the date necessary to allow Supplier to perform its obligations;
- (d) maintain the Buyer Equipment including repairs, returns and the prompt installation of security patches and updates;
- (e) promptly after the Service terminates, give Supplier access to and reasonable help with disconnecting Buyer Equipment from the Service; and
- (f) warrant and undertake that Buyer has full authority to permit Supplier to perform the Services using the Buyer Equipment.

7.13.6. Security Obligations

- (a) Buyer will:
 - (i) take reasonable steps to limit misuse of or threat to the Services;
 - (ii) notify Supplier of any Buyer security issues which are likely to materially adversely impact the Services;
 - (iii) address any misuse or threat identified by Supplier through the implementation of appropriate security or user controls and
 - (iv) seek prior approval from Supplier before running any security tests, vulnerability scans or penetration tests on Equipment or Services.

7.13.7. Equipment Warranty and Returns

- (a) Except where expressly set out otherwise in the Agreement, Supplier shall pass on the benefit of any warranties that Supplier obtains from the manufacturer of any Equipment supplied by Supplier to Buyer; however, Supplier does not assign any of its rights or appoint Buyer to act on Supplier's behalf. If the Equipment fails to meet Third Party Provider specifications for reasons unconnected with Buyer's or any User's acts, omissions or misuse (including failure to follow the Third Party Provider's guidelines) within the Equipment warranty period, Buyer may notify the Third Party Provider. As stated in the relevant Third Party Provider's warranty, the Third Party Provider may either repair or replace the faulty Equipment at its discretion. This clause states Buyer's sole remedy for faulty Equipment.
- (b) If Buyer wishes to return Equipment after delivery it must follow the Third Party Provider's return process and pay return shipping charges. Supplier does not accept any Equipment returns.
- (c) If Buyer returns Equipment after expiry of the applicable warranty period, then Supplier shall be entitled to charge the Buyer for any applicable charges relating to repair or replacement.
- (d) Warranty on Equipment does not cover the cost of any installation activity. If this is required by Buyer additional charges will be agreed with Buyer.

7.13.8. Equipment Orders

- (a) Buyer warrants that each Order received by Supplier in accordance with the Agreement is a bona fide Order and Supplier shall be entitled to rely upon the placement of the Order.
- (b) Buyer may not cancel or amend an Order without Supplier's prior written consent.
- (c) Each Order shall be submitted to Supplier by email or other method agreed by both Parties and shall include, but not be limited to, the following information:
 - (i) Buyer name;
 - (ii) purchase order number (where Buyer requires this to be output on the Supplier invoice);
 - (iii) purchasing contact name and telephone number;
 - (iv) name and telephone number;
 - (v) delivery address, contact name and telephone number;
 - (vi) requested Equipment delivery date;
 - (vii) item of Equipment required including configuration where appropriate; and
 - (viii) quantity, unit and total Charges of Order with currency indicated.

7.13.9. Equipment delivery and activation:

- (a) Supplier may deliver Orders by instalments subject to prior agreement with Buyer. Orders delivered by instalment may be invoiced separately. References in this Agreement to Orders shall, where applicable, be read as references to instalments.
- (b) If Buyer fails to take delivery of an Order on the date agreed for delivery of such Equipment and accordingly the Service, then, except where such failure or delay is caused by Supplier's failure to comply with its obligations under the Agreement:

- (c) delivery of the Order shall be deemed to have been completed at 9.00am on the day delivery was attempted, and Supplier may start billing Recurring Charges; and
- (d) Supplier shall store the Order until delivery takes place, and charge Buyer for all related costs and expenses (including insurance).

7.13.10. Installation: Where Buyer has selected Installation Services the provisions of this clause 7.13.10 shall apply.

- (a) A Site Survey is a pre-requisite for Installation Services to ensure that the solution is compatible within the current infrastructure. A Site Survey is a scoping activity to establish the initial Buyer requirement and provide detail surrounding the installation process and advise of any additional equipment necessary to deliver the Service.
- (b) Prior to any Site Survey being undertaken, the Charges and proposed timing will be agreed in writing with the Buyer. Where Supplier or a subcontractor attends an arranged Site Survey but is unable to complete the site survey due to Buyer refusal or inability to provide site access, that Site Survey and any subsequent rescheduled Site Survey shall be chargeable to the Buyer at full price as detailed in this Agreement.
- (c) Buyer shall provide consent (and obtain any consent, authorisation, licence or acknowledgement (as relevant), in writing, from any third party that may be impacted or has an interest in property/infrastructure that may be impacted by the Services) to Supplier or its subcontractors prior to the Installation Services commencing.
- (d) Supplier shall notify Buyer of any property or infrastructure that will be impacted by the Installation Services before such Services commence.

7.13.11. Equipment and Software Lifecycle Management

- (a) Equipment Buyer must have Equipment that meets Supplier's specifications to use the Service. Buyer purchases Equipment from Supplier, unless otherwise agreed between the Parties. The Equipment Terms apply to Supplier Equipment and Buyer Equipment. Buyer must promptly replace or correct the affected Equipment in event it is exposed to any fraudulent activity.
- (b) Maintenance: Supplier will support, maintain, upgrade and/or replace Supplier Equipment or Supplier software as required for Service performance ("**Maintenance**") for the Service Elements which benefit from Maintenance per the Order Form. Supplier reserves the right to replace the Service or any of its elements with an equivalent service in the event that Supplier is unable to continue providing the same Service due to circumstances beyond its control.
- (c) If Buyer purchases Supplier Equipment and/or software that no longer benefits from Maintenance services and/or after the expiry of the Initial Term (or when Supplier has deemed the software has reached the end of its useful life), Buyer acknowledges that the Buyer will not be able to use such Equipment and/or software in respect of that Service. The Buyer may continue to use the software only and 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.
- (d) After expiry of the Initial Term, Supplier shall cease to be responsible for providing the Equipment or software Maintenance services (as applicable) if any of the following occur: (a) the limited availability of replacement Equipment or software; (b) the Equipment or software reaching an end of support date with the relevant manufacturer; or (c) the Equipment being deemed by Supplier to be beyond economic repair for any other reason. Buyer will notify Supplier promptly of any changes to the Equipment or software that may impact the Service.

7.14 Location Providers

7.14.1. The Location Provider will provide the data centre facilities to host the Service. Supplier and Buyer can act as a Location Provider. The Service Location and Location Provider will be mutually agreed between the Parties during the design phase. The entity providing the Service Location is the "**Location Provider**".

7.14.2. If Supplier is the Location Provider, Supplier will provide this service in one of its hosting centres or in a colocation facility provided by one of its Third Party Providers.

7.14.3. When Buyer is Location Provider, Buyer must:

- (a) assist Supplier with basic Remote Eyes and Hands Service on site; and
- (b) where the Buyer Point of Contact is not at the location where the Services are to be performed, designate a location manager (the "**Location Manager**") for each Service Location. The location where the Equipment is installed is the "**Service Location**".

7.15 Buyer Environment: When Buyer is Location Provider, for the purposes of preparation and delivery of the Service, Buyer agrees to:

- (a) have in place (or assist Supplier to do so at Buyer's cost) all third party consents and licenses necessary to allow Supplier or its subcontractors to: (i) access Buyer Environment, Equipment, and third party property; and (ii) install, configure or maintain Equipment on Buyer Environment or third party property;
- (b) provide secure storage for Equipment sent to Buyer Environment;
- (c) prepare Buyer Environment in accordance with Supplier's instructions;

- (d) ensure that Buyer Environment are safe and represent a suitable working environment;
- (e) when possible, give Supplier 10 Working Days' notice of any event (such as power disconnection) that will disrupt the Service or affect the Equipment;
- (f) procure or have in place high-speed connectivity to the internet;
- (g) keep all documents, items, Equipment and other material provided by Supplier ("Supplier Material") in safe custody at Buyer's own risk and not dispose of or use Supplier Material for any other purpose than that set out under the Agreement and immediately report any physical loss or damage to any moved machinery and/or other Buyer Equipment; and
- (h) be responsible for any back-up of data (where this is not explicitly provided by Supplier per Order Form); (i) configure connectivity on Buyer's network between internet and firewall; and
- (i) configure connectivity on Buyer's network for Virtual Machines. In the event Buyer fails to obtain any necessary third party consents Buyer will reimburse Supplier for any reasonably incurred expenses.

7.15.2. Supplier will:

- (a) comply with any reasonable Buyer Environment access and security procedures disclosed to Supplier in advance; and
- (b) deliver installation and maintenance work:
- (c) during Working Hours, when the work does not involve any suspension of the Service; or
- (d) subject to additional charge notified to Buyer in advance, outside of Working Hours if requested by Buyer or if Supplier is unable to deliver the works during Working Hours for reasons outside of Supplier's control.

7.15.3. Site Survey: When Buyer is the Location provider, Supplier may require a Site Survey prior to delivery of a Service Element, to assess the suitability of the premises, this survey is subject to extra cost as set out in the Order. Buyer will permit Supplier or its subcontractors to conduct Site Surveys as necessary and Buyer will complete the required preparatory work as detailed in the Site Survey report.

7.16 Dedicated Private Cloud Container Platforms – Build Services Service Terms

7.16.1. Service Summary: Container Platforms – Build Services is the actual build and setup of the applicable Container Platform(s) on the Buyer infrastructure.

7.16.2. Order: Prior to the commencement of the Build Service, Supplier and Buyer will agree on an Order setting out the details of the Service, any specific Buyer Responsibilities necessary for the successful delivery of the Service, and the applicable Service delivery timelines.

7.16.3. Conditions of Use

- (a) **Buyer Prerequisites:** Prior to the commencement of the Build Services Buyer must provide Supplier with a Buyer solution design produced following the delivery of Container Platforms – CTA Services, or a similar level of information of documented ("Buyer Prerequisites").

7.16.4. Deliverables

- (a) Supplier will provide the Deliverables to the Buyer as part of the Service. The Deliverables for the Build Services include but are not limited to:
- (b) Project management – Agree project team members, roles and responsibilities, develop a common understanding of the project and Buyer's readiness to implement the Services;
- (c) Creation of a build document – creation of a detailed technical document based on Buyer's solution design for creating the applicable Container Platform(s); and
- (d) Delivery of a new Container Platform according to the Buyer's solution design.

7.16.5. Completion

- (a) Completion of the Service is deemed to take place when (a) a new Container Platform has been installed, configured, tested and connected to run Buyer applications and management tools; or (b) the Services are terminated in accordance with the Buyer Agreement.

7.17 Dedicated Private Cloud Container Platforms – Cloud Technology Architecture "CTA" Services Extra Service Terms

7.17.1. Service Summary: The Container Platforms – CTA Services is the provision of a detailed technical design for the applicable Container Platform (the "Service").

7.17.2. Order: Prior to the commencement of the Service, Supplier and Buyer will agree on an Order setting out the details of the Service, any specific Buyer Responsibilities necessary for the successful delivery of the Service, and the applicable Service delivery timelines.

7.17.3. Conditions of Use

- (a) **Buyer Prerequisites:** Prior to the commencement of the CTA Service Buyer must provide Supplier with the following:
 - (i) a detailed set of business and non-functional requirements documented to support and achieve the business objectives Buyer wish to achieve by using Container Platform Services; and
 - (ii) a target high-level architecture; together, the ("Buyer Prerequisites").

7.17.4. The specific details in relation to the Buyer Prerequisites will be confirmed in the Order.

7.17.5. Deliverables

- (a) Supplier will provide the Deliverables to the Buyer as part of the Service.
- (b) The Deliverables for the CTA Services include but are not limited to a design of the applicable Container Platform(s) on Dedicated Private Cloud setting out the integration of the Container Platform(s) on Dedicated Private Cloud into Buyer's existing infrastructure and setting out the integration of the Container Platform(s) on Dedicated Private Cloud with additional new or existing components as required for the Container Platform(s) to be successfully built.

7.17.6. Completion

- (a) Completion of the CTA Service shall take place upon the occurrence of any of the following events:
 - (i) delivery of the Deliverables to Buyer;
 - (ii) Supplier has provided the agreed number of hours specified in the Order or subsequent change authorisation;
 - (iii) The estimated Service end date set out in the Order has been reached; or
 - (iv) The Services are terminated in accordance with the Buyer Agreement.

7.18 Dedicated Private Cloud Container Platforms – Managed Services Service Terms

7.18.1. Service Summary: Container Platforms – Managed Services is the onboarding and ongoing management of the applicable Buyer Container Platform(s). The Managed Services are delivered in the following two phases:

- (a) **Phase 1** – Onboarding of the applicable Buyer Container Platform(s); and
- (b) **Phase 2** – Monitoring, management and reporting for the applicable Buyer Container Platform(s) ("**Steady State**").

7.18.2. Phase 2 may include the provision of any of the following optional Service Elements:

- (a) Ongoing service delivery management support;
- (b) Incident; problem; change; availability; performance and capacity service management support;
- (c) Reporting; and/or
- (d) Container Platform support for:
 - (i) network;
 - (ii) storage;
 - (iii) monitoring and event management;
 - (iv) backup and restore;
 - (v) configuration management; and (vi) platform scaling.

7.18.3. **Order:** Prior to the commencement of the Service, Supplier and Buyer will agree on a Statement of Work setting out the details of the Service, the particular Container Platform and Service Elements in scope, any specific Buyer Responsibilities necessary for the successful delivery of the applicable Service Elements and the Managed Services as a whole, as well as the applicable Service delivery timelines.

7.18.4. Conditions of Use

- (a) Buyer Prerequisites
 - (i) Phase 1: Prior to the commencement of Phase 1 of the Managed Services Buyer must provide Supplier with a pre-built Dedicated Private Cloud Container Platform.
 - (ii) Phase 2: Commencement of Managed Services Phase 2 is dependent upon completion of Managed Services Phase 1.
- (b) 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.

7.18.5. Delivery of Services

- (a) 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. The Onboarding

Activities will be provided during Working Hours unless specified otherwise on the Order. 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.

- (b) **Service Ready Date:** Supplier will notify Buyer when it has completed the Onboarding Activities and that Buyer is onboarded onto the Container Management Platform (“Phase 1 Service Ready Date”). Phase 2 (i.e. Steady State) will commence immediately after the Phase 1 Service Ready Date.

7.18.6. **Delivery of Services**

- (a) 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. The Onboarding Activities will be provided during Working Hours unless specified otherwise on the Order. 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.
- (b) **Service Ready Date:** Supplier will notify Buyer when it has completed the Onboarding Activities and that Buyer is onboarded onto the Container Management Platform (“Phase 1 Service Ready Date”). Phase 2 (i.e. Steady State) will commence immediately after the Phase 1 Service Ready Date.
- (c) **Deliverables:** Supplier will provide the Deliverables to the Buyer as part of the Service. The Deliverables for Phase 1 is the successful onboarding of a new Container Platform to the Container Management Platform. The Deliverables for Phase 2 is the provision of the steady state management whilst the Service is in-life.

7.18.7. **Completion**

- (a) Completion of the Managed Services shall take place upon the occurrence of any of the following events:
- (b) delivery of the Deliverables to Buyer; or
- (c) the Services are terminated in accordance with the Buyer Agreement.

7.18.8. **Support Services**

- (a) **Support Service:** Supplier will provide Buyer with support service for the Service Elements ordered by Buyer in accordance with the Dedicated Private Cloud Service Terms.

7.19 **Backup Services Service Terms**

7.19.1. **Backup Service Summary:** The 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.

7.19.2. **Conditions of Use:** In order to receive this Service Buyer must:

- (a) be responsible for initiating restore requests, while Supplier is responsible for executing the restore; and
- (b) If applicable, 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.
- (c) Any Equipment provided must be located in a Service Location.

7.20 **Supplier Database and Middleware Management vice Service Terms**

7.20.1. The Database and Middleware Management Service provides the procurement, provision and/or deprovision, configuration, administration and maintenance of the following licences and software applications (the “**Service**”):

7.20.2. **Middleware:**

- (a) Weblogic Application Server
- (b) Websphere Application Sler MQ
- (c) Microsoft IIIS
- (d) Apachlomcat
- (e) IBM Integration Bus
- (f) Redhat JBOSS
- (g) Apache HTT Sever

7.20.3. **Databases:**

- (a) Microsoft SQL Server
- (b) IMySQL
- (c) OracleI) DB2

(d) PostgreSQL

8. Service Level Agreement

8.1 Support Service Cover Period

8.1.1. **Support Service:** Supplier will provide Buyer with Support Service for the Service Elements ordered by Buyer as further detailed in the Agreement.

8.1.2. **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 & 2 Incidents	24/7
Incident Management for Priority 3 & 4 Incidents	Working Hours
Service Request Fulfilment	Working Hours

8.1.3. **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.

8.1.4. **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.

8.1.5. **Conditions:** Where Buyer is a Location Provider, Buyer will: (a) reimburse Supplier for reasonable expenses associated with a Buyer Environment 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 at the Buyer Environment to resolve a Priority Level 1 or 2 Incident (or the Incident will be downgraded to a Priority Level 3 Incident).

8.1.6. **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 essential maintenance or upgrades).

8.2 Service Level Terms

8.2.1. **Applicability:** Service Levels and Service Credit terms apply from the Service Commencement Date for the applicable Service Element depending on the Service Level measure, unless stated otherwise.

8.2.2. **Excluded Events:** Supplier is not responsible for failure to meet Service

8.3 Service Availability

8.3.1. **Calculation:** Service 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 Service, Service Element or Equipment is unavailable in the monthly measurement period.

"P" equals Service Availability

8.3.2. **Service Levels:** The following Service Levels apply to Service Availability

Service Availability		
Class of Solution	Service 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 percentage 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.

8.4 Support and Delivery Services

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

8.4.2. 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 Level 1 & 2 Incidents	24/7
Incident Management for Priority Level 3 & 4 Incidents	Working Hours
Service Request Fulfilment	Working Hours

8.4.3. 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.

8.4.4. 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.

8.4.5. Conditions: Where Buyer is a Location Provider, Buyer will: (a) reimburse Supplier for reasonable expenses associated with a Buyer Environment 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 at the Buyer Environment to resolve a Priority Level 1 or 2 Incident (or the Incident will be downgraded to a Priority Level 3 Incident).

8.5 Priority of Incidents

8.5.1. The following Priority Level definitions apply to the Service:

Priority Level	Priority Level examples
1	Total loss of one or more Service Elements that results in the Service being unavailable.
2	Intermittent fault, or substantial degradation of one or more of the Service Elements that substantially impacts the Service.
3	Issue that materially affects the use of the Service 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 Service such as total disk usage at 90% investigations and advice will be given.

8.6 Incident Resolution Times

- 8.6.1. For Priority Level 1 and 2 Incidents, the Incident Resolution Time is calculated as the number of whole hours between the time Supplier issues a record of an Incident with a unique reference allocated to it that is used for all subsequent updates and communications ("Incident 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

8.7 Service Credit for Service Availability

- 8.7.1. The following monthly shortfall percentage from Service Availability applies to the Service Availability:

Monthly shortfall percentage from Service Availability	Service Credit Percentage
01-0.99%	15%
00-1.99%	20%
.00-2.99%	25%
00-3.99%	30%
00-4.99%	35%
5.00%+	40%

- 8.7.2. Service Credit cap of 40% of the Monthly Recurring Charge for affected Service Element applies to the Service Credit Buyer may claim for this Service Level per monthly measurement period.

8.8 Service Credit Terms

- 8.8.1. Notwithstanding any other provisions of these Service Terms, a Service Credit cap of 12.5% of the sum of the Charges in respect of the relevant contract year applies to the Service Credit payable by Supplier in a contract year. Buyer must claim Service Credit via its Supplier account manager within 30 days of the end of the monthly measurement period. Service Credit will be applied to Buyer's next bill after agreement that Service Credit is due.
- 8.8.2. Service Credits do not apply to any Incident connected to any Excluded Event.
- 8.8.3. If one Incident causes a failure of two or more Service Levels, only the greater Service Credit amount of the Service Levels is payable.
- 8.8.4. The Service Credits as set out in these Service Terms are Buyer's sole and exclusive remedy against Supplier for any failure in Service performance. Service Credits have been calculated as, and are, a genuine pre -estimate of the loss likely to be suffered by the Buyer for failure in Service performance. Service Credit may only be applied to Charges for the Service and have no cash value.

8.8.5. Backup Service - Support and Service Levels

- (a) **Applicability:** The Dedicated Private Cloud Support Service and Service Levels apply to Backup Service except as amended below.
- (b) **Service Availability:**

Service	Service Availability	Service Performance
Backup Service on a 24/7 basis	99.90% in a Monthly Measurement Period	98% of backups completed successfully in a Monthly Measurement Period.

- 8.8.6. To ensure Service Availability, the Buyer must:

- (a) Be aware that Service Levels are measured from the Equipment at the edge of the shared backup platform; and
- (b) Acknowledge that a backup is considered successful if it fails on the first attempt but succeeds on the second.

8.8.7. Database and Middleware Management - Support and Services

- (a) **Applicability:** The Dedicated Private Cloud Support Service and Service Levels apply to Database and Middleware Management Service.

9. General Definitions

- 9.1 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.
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.

9.2 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.

9.3 The following definitions apply to the Service Specific Conditions on the Buyer and Service Elements set out in **section 7** of these Service Terms:

Onboarding Activities	means the activities to prepare, procure, install and configure the Service(s).
Professional Services	means professional services provided to Buyer by or on behalf of Supplier, to which separate terms and conditions and Charges apply.
Remote Eyes and Hands Service	means remote management and troubleshooting of physical IT infrastructure and equipment in a remote data centre facility. This service involves tasks such as visual inspection, reboots, cable connection and other simple onsite tasks, based on specific request made by Supplier or Third Party remote management teams
Service Credit(s)	means a credit rebate, usually a percentage of specified charges, for failure to meet Service Levels, payable by Supplier to Buyer in accordance with these Service
Service Credit Terms	mean the terms relating to Service Credits set out in clause 8 of the Service Levels.
Service Element	means the individual components of the Service including optional services if applicable and configuration changes.
Service Level(s)	means the service levels that apply to the provision of the Service as set out in these Service Terms.
Service Level Objective or SLO	means the performance Supplier expects to provide, without associated Service Levels or Service Credit.
Service Request	means a formal communication from Buyer for the provision of a Service change, information, advice or access to the Service.
Site Survey	means a survey of a Buyer Environment to assess whether (in Supplier's opinion) the existing infrastructure is sufficient to provide the Service at that Buyer Environment
Software Maintenance Services	maintaining, updating and if necessary, replacing the Software.
Statement of Work	means the document prepared for Buyer by Supplier providing details of the Service, if applicable.
Unmanaged Virtual Machines	means where Supplier will build and configure the Virtual Machine, install the server Operating System, install systems management software and Operating System utilities, install Anti-Virus software and apply Anti-Virus patch set updates as required.
VBMP	means the Supplier Business Multi-Cloud Platform.
Virtual Machine or (VM)	means an emulation of a computer system.
Supplier Equipment	means Equipment supplied by Supplier for Buyer's use.
Supplier Monitoring Infrastructure	means the Supplier or Third Party monitoring infrastructure that performs monitoring services in respect of various types of Services, software and Equipment

9.4 The following definitions apply to the Build Services Service Terms on the Buyer set out in **section 7.18** of these Service Terms:

Build Services	means either the Container Platforms - Base Build Services or Container Platform - Enhanced Build Services as further described in the Dedicated Private Cloud Container Platforms – Build Services Extra Service Terms
Onboarding Activities	means the pre-Service delivery assessment, set up, connection, and other tasks required to implement the Services in the Installation Plan and as otherwise provided to Buyer by Supplier.

9.5 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.