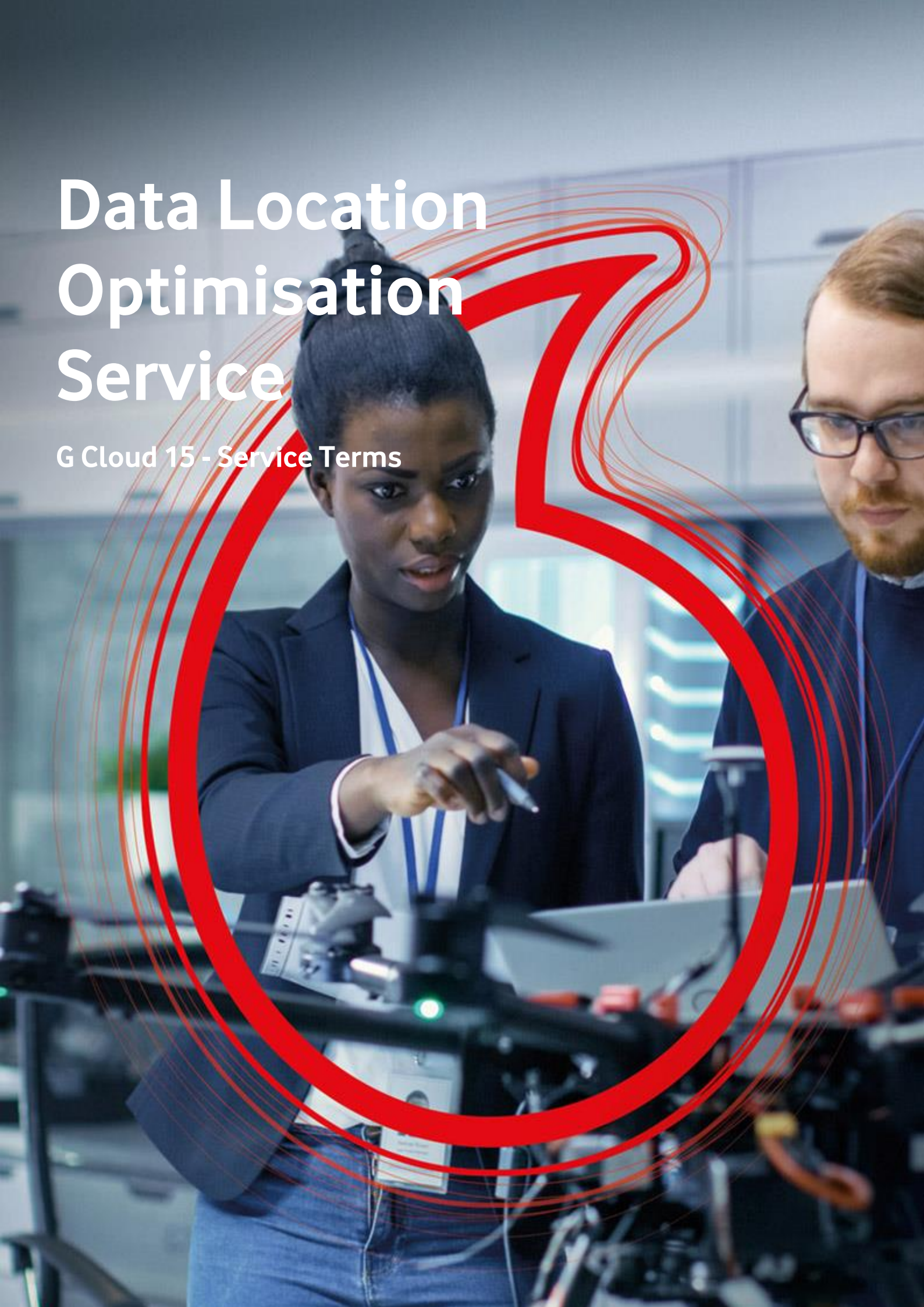


# Data Location Optimisation Service

G Cloud 15 - Service Terms





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## **1. The Service – Overview**

- 1.1** The Data Location Optimisation Service (the "**Service**") aims to provide capability to efficiently manage unstructured data across all platforms. Analysis and management of unstructured Buyer data with the view to optimise cost, performance and availability needs of Buyer's data storage. This Service provides access to StorageX, an unstructured data migration software from DataDynamics. Along with the core StorageX software, additional add-on modules are available.
- 1.2** The term "**Service**" or "**Services**" in these Service Terms means the Data Location Optimisation Service.

## **2. Service Term Structure**

- 2.1** These Service Terms form part of the Call-Off Contract entered into under the G Cloud 15 Framework.
- 2.2** The Call-Off Contract comprises the Call-Off Order Form, the Supplier's Service Terms, agreed Statement of Works ("SOW"), 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](mailto: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. Professional Services General Conditions on the Buyer**

### **4.1 The Services**

- 4.1.1. Supplier agrees to use its reasonable endeavours to provide the Services detailed in the SOW pursuant to the terms set out in this Part One.
- 4.1.2. The SOW sets out a description of the Services (including Deliverables (if any)) to be provided by Supplier and any additional rights and obligations of each Party relating to the provision of the Services.
- 4.1.3. Supplier shall use reasonable endeavours to provide the Buyer with the Services in all material respects as set out in the SOW.



- 4.1.4. The Parties agree that the Agreement is non-exclusive and that nothing in the Agreement will restrict Supplier's ability to provide services and/or deliverables, which are the same as or similar to any Services offered by Supplier and/or provided to the Buyer under the Agreement.

## **4.2 Duration**

- 4.2.1. The Agreement comes into effect on the date of the last signature that is applied to it.
- 4.2.2. **Term:** The Buyer agrees to procure and Supplier agrees to supply the Services from the Agreement Start Date for the Minimum Term and thereafter for any Renewal Term(s) (together the "Term") unless notice to terminate the Service is given in accordance with this Agreement.

## **4.3 Acceptance**

- 4.3.1. The Buyer shall be deemed to have accepted the Services as complying with the SOW, unless the Buyer notifies Supplier in writing within 5 Working Days of receiving such Services that they do not materially comply with the SOW and provides evidence of such non-compliance.
- 4.3.2. If the Buyer notifies Supplier in accordance with clause 4.3.1 that the Services materially do not comply with then SOW, then Supplier shall be permitted to rectify such non-compliance and resubmit those Services to the Buyer on a date to be agreed by the Parties (each acting reasonably).

## **4.4 Access and Documentation**

- 4.4.1. The Buyer shall:
- (a) provide all assistance, documentation, materials, and accurate information (including in relation to identification, legitimization and billing details) required by Supplier for the purpose of the Services;
  - (b) permit Supplier access to the Buyer's premises or other agreed delivery address, and to such facilities as Supplier reasonably may require to perform the Services;
  - (c) ensure that any person attending a Buyer site from Supplier or on behalf of Supplier shall have a safe and suitable working environment;
  - (d) obtain and maintain all necessary licences, permissions and consents which may be required for the performance of the Services before the date on which the Services are to start; and
  - (e) keep and maintain the Supplier Material at the Buyer premises in safe custody at Buyer's own risk, maintain the Supplier Material in good condition until returned to Supplier and not dispose of or use the Supplier Material, other than in accordance with Supplier's written instructions or authorisation.
- 4.4.2. **Site Access:** Supplier shall use reasonable endeavours to minimise interference with and inconvenience to the business of the Buyer in the provision of any Services at the Buyer sites.

## **4.5 Accuracy:**

- 4.5.1. The Buyer confirms that any information which it provides to Supplier in connection with this Agreement or the provision of the Services is and will be complete and accurate and acknowledges that any incompleteness, inaccuracy or mistake may have an adverse effect on the assumptions set out in the Agreement and the provision of the Services.
- 4.5.2. The Buyer shall at all times indemnify and keep indemnified Supplier against all losses (including the costs of appropriate legal defence) suffered or incurred by Supplier arising in relation to any infringement or alleged infringement of any third party's Intellectual Property Rights as a result of Supplier's use or possession of any Buyer Materials to provide the Services.
- 4.5.3. If Supplier's performance of any of its obligations under this Agreement is prevented or delayed by any act or omission by the Buyer or failure by the Buyer to perform any relevant obligation ("Buyer Default") then:
- (a) Supplier shall, without limiting its other rights or remedies, have the right to suspend performance of the Services until the Buyer remedies the Buyer Default, and to rely on the Buyer Default to relieve it from the performance of any of its obligations to the extent that the Buyer Default prevents or delays Supplier's performance of any of its obligations; and
  - (b) the Buyer shall reimburse Supplier for any costs or losses sustained or incurred by Supplier arising directly or indirectly from the Buyer Default.

## **4.6 Use**



- 4.6.1. The Buyer will only use the Services (and will ensure that Users only use the Services) in accordance with Applicable Law, the terms of this Agreement and any other reasonable instructions or conditions notified to the Buyer by Supplier. The Buyer shall ensure that Users also comply with the obligations set out in this Agreement.
- 4.6.2. The Buyer shall not use, and shall ensure that Users do not use, the Services in any way that may reasonably be considered to be (i) contrary to the intended conditions of use (including any unauthorised modification); (ii) a nuisance, defamatory, offensive, abusive, or obscene or in violation of any person's rights; (iii) illegal; (iv) fraudulent; or (v) contrary to good faith commercial practice.
- 4.6.3. Without prejudice to clause 4.6.2, any User may use the Services in accordance with the terms and conditions of this Agreement, but the Buyer will remain responsible for all obligations relating to the Services.
- 4.6.4. Supplier may suspend the Services (keeping the suspension to minimum): (i) in order to comply with Applicable Law (including in relation to sanctions and export control); and (ii) during maintenance, modification, repair and testing of the Network and (iii) when necessary to safeguard the functionality, security and integrity of the Network.

#### **4.7 Delivery**

- 4.7.1. **Delivery address:** The Services shall be delivered to the delivery address set out in the SOW (if relevant).
- 4.7.2. **Dates:** Unless agreed otherwise, dates for delivery are reasonable estimates only and are not guaranteed and time shall not be of the essence for performance of the Services, however, they are given as accurately as possible at the time they are given.
- 4.7.3. **No reproduction:** The Services are solely for the Buyer's private and confidential use and the Buyer must not reproduce them (in whole or in part) for third parties or enable any third party to rely upon them (in whole or in part) for any use whatsoever.
- 4.7.4. **Separate stages:** Where the Parties agree in the SOW to invoice the provision of the Services in stages, each separate stage shall be treated as a distinct stage and failure by Supplier to deliver, or any claim by the Buyer in respect of a stage shall not entitle the Buyer to repudiate and/or terminate the Agreement as a whole.
- 4.7.5. **Right to reject:** The Buyer shall have no right to reject the Services and shall have no right to rescind for late delivery unless the due date for delivery has passed and the Buyer has served on Supplier a written notice requiring the Services to be delivered and giving Supplier not less than 20 Working Days in which to do so and the notice has not been complied with.

#### **4.8 Postponement**

- 4.8.1. **Buyer postponement:** If Supplier and the Buyer have agreed a date or dates for delivery of any Services, the Buyer may only postpone such date or dates by giving Supplier at least 10 Working Days' notice prior to commencement of provision of these Services. If such notice is not given, Supplier may render an invoice to the Buyer as if delivery had taken place on the agreed date.
- 4.8.2. **Postponement after commencement:** If Supplier, at the Buyer's request, delays the provision of Services once provision has commenced, Supplier may render an invoice for the full value of the Services provided prior to the date of postponement.

#### **4.9 Warranty**

- 4.9.1. **Full Power and Authority:** Each of the Parties warrants that it has full power and authority to perform and observe its obligations under this Agreement.
- 4.9.2. Supplier does not make any representation or give any warranty, guarantee or other term as to the quality, fitness for purpose or otherwise of any goods supplied by the Buyer and used by Supplier in connection with the provision of the Services.
- 4.9.3. **No other warranties:** Unless expressly set out in this Agreement all other warranties, representations and conditions (whether express or implied) are expressly excluded to the extent allowed by Applicable Law.

#### **4.10 Confidentiality and Announcements**

- 4.10.1. **Disclosure:** Each Party shall handle the other Party's Confidential Information received by it in connection with the Agreement on the following basis:
  - (a) keep it confidential for 3 years after the date of disclosure;
  - (b) use it solely for the purpose of performing its obligations or exercising its rights in respect of the Agreement;
  - (c) not disclose it to any person save to its own directors, officers, employees, sub-contractors or professional advisors (or those of its Group) who need it to perform obligations, exercise rights or conduct audits in connection with the Agreement, or as required by Applicable Law;
  - (d) ensure that such persons keep it confidential; and



(e) return or destroy it on termination of the Agreement save when it is necessary to keep it for regulatory reasons in secure archives.

4.10.2. These provisions do not apply when the Confidential Information received:

- (a) is or becomes public knowledge without breach of the Agreement;
- (b) was already in a Party's possession free of obligations of confidentiality; or
- (c) is received from a third party free of obligations of confidentiality.

4.10.3. Announcements: Any announcement or public statement relating to this Agreement must be approved by both Parties in writing prior to its release.

#### **4.11 Liability**

4.11.1. **Compliance with regulation:** Each Party ("Responsible Party") retains responsibility for compliance with the regulatory regime in which it operates (including compliance with Applicable Privacy Law). In this respect, (i) the other Party is not liable for any losses incurred by, regulatory fines or penalties imposed on or third party claims made against the Responsible Party; and (ii) the Responsible Party is not liable for any losses incurred by, regulatory fines or penalties imposed on or third party claims made against the other Party.

#### **4.12 Intellectual Property Rights**

4.12.1. **Supplier retains IPR ownership:** The Intellectual Property Rights that exist in the Services (or any part thereof) supplied under this Agreement, as well as any improvements or modifications thereto, belong to Supplier (or a member of the Vodafone Group) or its licensors and, other than necessary for use permitted under this Agreement, no other right, licence or transfer of such Intellectual Property Rights is granted (whether explicitly or implicitly) to the Buyer.

4.12.2. **Buyer's Licence:** Subject to clause 4.12.3 and the Buyer paying the Charges, from the date on which the relevant Deliverable is made available to the Buyer, Supplier grants to the Buyer a non-transferable, non-sublicensable and non-exclusive licence to use the Deliverable for the Buyer's internal use, for the purpose set out in the SOW and in accordance with Supplier's instructions.

4.12.3. **Third Party Rights:** The Buyer acknowledges that, in respect of any third party Intellectual Property Rights, the Buyer's use of any such Intellectual Property Rights is conditional on Supplier obtaining a written licence from the relevant licensor on such terms as will entitle Supplier to license such rights to the Buyer.

4.12.4. Buyer shall comply with any (i) licence agreement relating to Supplier software, (ii) third party provider terms provided with any equipment, (iii) end user licence terms specified in the SOW relating to the Service, and (iv) any shrink-wrap or click-through and open source software licences. If Buyer does not accept the terms of the licence of any software required in order for the Services to be performed: (i) Supplier will be excused from performing any Services relying on such software; and (ii) the Buyer's obligations to pay the Charges shall not be affected. Where software is subject to a software licence, the terms of the software licence shall comprise Buyer's sole rights and remedies in respect of such software.

4.12.5. **Supplier Material:** All Supplier Materials are the exclusive property of Supplier or its licensors.

4.12.6. Without prejudice to its other rights and remedies under or in connection with this Agreement, in the event the Buyer breaches this Agreement or becomes Insolvent, Supplier may terminate or suspend any licence granted to the Buyer in connection with this Agreement at any time, in whole or in part, with immediate effect.

4.12.7. **Supplier's Licence:** The Buyer hereby grants to Supplier a royalty-free, non-exclusive, non-transferable licence during the Term to use any Buyer Intellectual Property Rights to the extent necessary to provide the Services.

#### **4.13 Termination of the Agreement**

4.13.1. Either Party may terminate this Agreement by giving written notice to the other Party, having immediate effect, if the other Party:

- (a) commits a material breach of this Agreement and such breach is incapable of remedy or, where the breach is capable of remedy, fails to remedy the breach within 30 days of written notice from the other Party; or
- (b) becomes Insolvent.

4.13.2. The rights of either Party under this Agreement to terminate this Agreement are in addition to that Party's other rights and remedies (whether arising out of or in connection with this Agreement or arising under the law or equity).

4.13.3. Upon termination of this Agreement for any reason:

- (a) Supplier may cease provision of any uncompleted Services;



- (b) the Buyer shall immediately pay to Supplier all of Supplier's outstanding unpaid invoices and interest, an amount equivalent to Supplier's incurred unrecoverable costs, Buyer approved expenses, and fees in respect of Services supplied but for which no invoice has been submitted, Supplier shall submit an invoice, which shall be payable by the Buyer within five (5) days of receipt; and
  - (c) the Buyer shall promptly return to Supplier (or upon request by Supplier destroy) all Deliverables that the Buyer has not paid for, all Supplier Materials and all Supplier Confidential Information that are in the Buyer's or any User's possession or control and provide a signed statement that it has done so. If the Buyer fails to do so, then Supplier may enter the Buyer's premises and take possession of them. Until they have been returned, the Buyer shall be solely responsible for their safe keeping and will not use them for any purpose.
- 4.13.4. The accrued rights, remedies, obligations and liabilities of the Parties as at termination of this Agreement shall not be affected, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination.

#### **4.14 Changing the Terms**

- 4.14.1. **Changes:** With the exception of changes made in accordance with clause 4.14.2 (Amendments Required by Law), any amendment to the Professional Services Agreement must be in writing and signed by the Parties.
- 4.14.2. **Amendments Required by Law:** Vodafone may at any time without notifying the Customer make any changes to the Services which are necessary to comply with any safety or other legal or regulatory requirements or which do not materially affect the nature or quality of the Services.

#### **4.15 Assignment**

- 4.15.1. Assignment: Save as set out in this clause 4.15 neither Party may assign or otherwise transfer any of its rights and obligations under this Agreement without the prior written consent of the other Party, not to be unreasonably withheld or delayed. However, Supplier may assign or otherwise transfer any of its rights or obligations under this Agreement, in whole or in part, to any company within the Vodafone Group without the consent of the Buyer. Buyer shall do all acts and things required to effect such transfer to any company within the Vodafone Group.
- 4.15.2. Sub-contract: Supplier may sub-contract any of its obligations under this Agreement but shall be responsible to the Buyer for the acts or omissions of its sub-contractors.

### **5. Service Specific Conditions of Use**

**5.1 Agreement Start Date:** The date of the Buyer's acceptance of the terms of this Agreement.

**5.2 Service Summary:** The Service aims to provide capability to efficiently manage unstructured data across all platforms. Analysis and management of unstructured Buyer data with the view to optimise cost, performance and availability needs of Buyer's data storage. This Service provides access to StorageX, an unstructured data migration software from DataDynamics. Along with the core StorageX software, additional add-on modules are available.

**5.3 Buyer Prerequisites:** In order to receive the Services, Buyer will:

- (a) have a repository containing suitable data in place and be responsible for its back-up;
- (b) have a clear understanding of its source and destination data location;
- (c) perform the installation of any drivers and fixes required; and
- (d) have in place (or assist Supplier to do so at Buyer's cost) all third-party consents and licences ("Third Party Consents") and appropriate infrastructure necessary to allow Supplier or its subcontractors to access systems, applications and third party resources for the purpose of the provision of the Services. In the event Buyer fails to obtain any necessary Third Party Consents Buyer will reimburse Supplier for any incurred expenses;
- (e) Buyer must have Buyer Equipment that meets Supplier's specifications on the Buyer Site to use the Service. (together the "Buyer Prerequisites").

#### **5.4 Buyer Sites:**

5.4.1. For the purposes of preparing for and providing the Service, Buyer agrees to:

- (a) have in place (or assist Supplier to do so at Buyer's cost) all Third Party Consents and approvals necessary to allow Supplier or its subcontractors to:
  - (i) access Buyer Sites, Buyer Equipment, and third party property; and
  - (ii) install, configure or maintain Buyer Equipment on Buyer Sites or third party property;



- (b) prepare Buyer Sites in accordance with Supplier's instructions, which may include under floor and inter-rack cabling activities;
  - (c) ensure that Buyer Sites are accessible to Supplier or its subcontractors, safe and represent a suitable working environment;
  - (d) when possible, give Supplier 10 Working Days' notice of any event (such as power disconnection) that will disrupt the Service.
- 5.5 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.
- 5.6 Buyer Personnel:** Buyer agrees to make available appropriate personnel to assist Supplier in the Onboarding Activities and performance of the Service.
- 5.7 Third Party**
- 5.7.1. Third Party Providers:** The Service, including the Service Elements are provided by a Third Party Provider. Supplier will use a Third Party Provider or Vodafone Group Company that has the necessary authority to provide a Service Element where required by Applicable Law. Supplier may novate any Buyer Agreements as required in order to comply with Applicable Law.
- 5.7.2. Third Party Agreement:** A Third Party Provider will deliver the Service, including the Service Element(s). Third Party Provider terms will be set out in a separate agreement directly between Buyer and the Third Party Provider (including, if relevant, shrink-wrap or click through agreements). If Buyer fails to accept the Third Party's terms and conditions, Buyer will not be able to access the affected Service Elements and Supplier is excused from liability for failure to deliver. Buyer may request Supplier to act as its agent for the purposes of managing the Third Party Provider, including for placing orders, reporting Incidents, receiving invoices from, and making payments to, a Third Party Provider.
- 5.7.3. End User Licence Agreements:** In signing this Agreement and accepting delivery of the Services, the Buyer agrees to and is bound by the following Third Party Provider licence terms (each an “**End User Licence Agreement**”), as may be updated from time to time:
- (a) DataDynamics Service Terms: Service specific Service Terms may apply to the applicable DataDynamics Service(s). Applicable DataDynamics Service Terms can be found on this link (or as may be updated by DataDynamics from time to time): <https://www.datadynamicsinc.com/support-policies/>.
  - (b) DataDynamics DMCA Policy: The DataDynamics Digital Millennium Copyright Act Policy may apply to the applicable DataDynamics Service. The applicable DataDynamics DMCA Policy can be found on this link (or as may be updated by DataDynamics from time to time): <https://www.datadynamicsinc.com/dmca-policy/>.
- 5.7.4. Third Party Claims:** Buyer agrees to reimburse Supplier for all liabilities, costs, expenses, damages and losses incurred by Supplier arising out of or in connection with any claim made against Supplier or its subcontractors by a third party arising out of or in connection with Buyer's failure to obtain third party licences or approvals for Third Party Provider facilities, software, hardware or resource used in connection with provision of the Service. This provision is not subject to the liability cap in the Professional Services General Conditions on the Buyer.
- 5.8 Buyer Responsibilities:** Buyer will remain responsible for monitoring the ongoing usage of data against license limits. Buyer will provide information and materials, as reasonably requested by Supplier and/or Third Party Provider personnel, that are required by Supplier and/or Third Party Provider personnel to provide this Service. Supplier and/or Third Party Provider personnel will not be responsible for any loss, damage, delay or deficiencies in this Service arising from materially inaccurate, incomplete, or otherwise deficient information or materials supplied by or on behalf of the Buyer (“Buyer Responsibilities”). Buyer will maintain the Buyer Responsibilities to receive Service.
- 5.9 Buyer Deliverables**
- 5.9.1.** The following deliverables shall be provided to the Buyer as part of the Service:
- (a) Statement of Works, setting out high-level design of the solution, including solution requirements, architectural overview, risks and scenarios, together with strategic recommendations and analysis (the “Design Document”); and
  - (b) Access to StorageX and optional modules per the Design Document;
- (together, the “Deliverables”).
- 5.9.2. Delivery Date:** Unless agreed otherwise, dates for delivery of any Deliverables are reasonable estimates only and are not guaranteed. Time shall not be of the essence for the performance of the Services.



5.9.3. **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 Statement of Work and provide sufficient supporting details. Upon receipt of notification, Supplier will take reasonable action to rectify such non-compliance and re-submit the Deliverables in accordance with the Statement of Work.

5.9.4. **Buyer Delays:** If Buyer's act or omission delays the delivery of the Services or the Deliverables, then Supplier may charge Buyer for its reasonable costs and expenses incurred as a result of such delay.

#### **5.10 Project Terms**

5.10.1. **Buyer Dependencies:** In addition to any other responsibilities or assumptions described in this Agreement, the Buyer Dependencies are as follows and the Buyer recognises that if it fails to comply with the following dependencies, Supplier is relieved from performing or delivering the Service and may choose to suspend or terminate this Agreement:

- (a) Buyer shall perform and complete the responsibilities and assumptions set out in the Buyer Prerequisites section prior to the Service Commencement Date;
- (b) the Buyer will consent to and authorise Supplier to access the Buyer Property and perform the Service;
- (c) Buyer is solely responsible for:
  - (i) defining the verified Target IP Addresses;
  - (ii) any legal consequences that can occur from providing Target IP Addresses that the Buyer is not authorised to perform the Service on;
  - (iii) determining what third-party property, information, data or other assets is included within the Buyer Property;
  - (iv) determining whether any third-party consent, notices, permissions or licenses are required for Supplier to perform the Service;
  - (v) obtaining any such consents, permissions or licenses or providing such notices (including from third-parties and Buyer employees) necessary for Supplier to perform its obligations under this Agreement;
  - (vi) ensuring the availability of the Buyer personnel and resources for the duration of the Service as necessary for the performance of the Service, or as otherwise agreed upon by Supplier and Buyer. Buyer will commit the necessary resources and management involvement to support the Service. Buyer acknowledges that material impacts to the Service including the schedule, scope and estimated or agreed upon costs may result from Buyer resources being unavailable; and
  - (vii) implementing a process to ensure that if Buyer's information security team detects Supplier's activities under the Service, such detection will be escalated to Buyer's senior management, or such other knowledgeable Buyer personnel, who can intervene prior to such activity being reported outside of Buyer's organisation (e.g. to law enforcement) or, if such activity is reported outside of Buyer's organisation, Buyer will promptly clarify that Supplier was acting with Buyer's full knowledge and consent;
- (d) decisions to be made by the Buyer will be made promptly and without delay;
- (e) Buyer must provide necessary support for Supplier obtaining any required visas and/or travel authorisations;
- (f) Buyer will perform any remediation activities required to reinstate its systems and data after completion of the Service. Supplier will have no liability for any losses arising out of Buyer's failure to do so;
- (g) any other Buyer responsibility that Supplier and Buyer mutually agree upon in writing;
- (h) Buyer shall be responsible for delivering all communications internal to Buyer regarding the Service, including communications intended to inform Buyer staff about the Service, any impact it may have on Buyer employees and personnel, and any training necessary to impacted Buyer employees and personnel;
- (i) Buyer must be aware of the risks associated with the Service and must have taken the necessary pre-testing steps (e.g. data backup, internal communications etc.) to help minimise these risks. These can include:
  - (i) careful selection of in-scope targets, for example, avoiding business critical systems in production environment, old/unstable systems, Operational Technology (OT) systems;
  - (ii) communicate timelines and scope of activities with involved staff/departments, such as, a Security Operation Centre, network administrators, system owners; and
  - (iii) ensure disaster recovery procedures are in place;



- (j) Buyer shall use its commercially reasonable efforts to provide accurate and complete information, data and documentation in a timely manner, as required by Supplier, and shall promptly notify Supplier if it learns that any information, data or documentation previously provided to Supplier is materially inaccurate or incomplete.
- (k) The Buyer will be responsible for getting the necessary approvals from the Cloud Service Provider and clarify the rules of engagement with Supplier before the execution of the tests;
- (l) Buyer acknowledges that Supplier uses, among others, the following techniques, and that Buyer does not object to this:
  - (i) Technical operations, false signals, keys or identity to gain access to Buyer's automated systems;
  - (ii) Techniques that may copy and store data encountered on Buyer's automated systems;
  - (iii) A public telecommunication infrastructure or system to use computing capacity of Buyer's automated systems; and
  - (iv) Techniques that may process or transfer the data encountered on Buyer's automated systems, or append data to it;
- (m) Buyer shall notify Supplier directly if the Buyer requires Supplier to cease accessing the Buyer's Environment. Supplier shall cease accessing the Buyer's Environment as soon as practicable upon receipt of such request; and
- (n) If Buyer decides to remediate an exploited vulnerability that allowed Supplier to gain an elevated level of access prior to the end of the engagement with Supplier, Buyer agrees to provide Supplier with the same level of access obtained in a controlled secured manner so that Supplier's testing can continue.
- (o) Supplier is not responsible for any performance or non-performance issues with the Service caused by the Buyer Prerequisites, Responsibilities and/or Conditions of Use or Buyer failing to comply with the Buyer Prerequisites, Buyer Responsibilities and/or Conditions of Use. If Buyer fails to provision or maintain the Buyer Prerequisites, Buyer Responsibilities or Conditions of Use, Supplier may terminate the Service and apply a Recovery Charge. Buyer agrees that Supplier may establish new Buyer Prerequisites and Responsibilities for Buyer's use of the Services, including as Supplier deems necessary for the optimal performance of the Services.

**5.10.2. General Assumptions and Dependencies:** The general assumptions and dependencies applicable for this Service are:

- (a) All work is carried out on a fixed fee basis.
- (b) There will be no changes to the scope of the Service, as set out in this Agreement.
- (c) The Service is not warranted to:
  - (i) detect or identify all security or network threats to, or vulnerabilities of Buyer's networks or other facilities, assets, or operations;
  - (ii) prevent intrusions into or any damage to Buyer's networks or other facilities, assets, or operations;
  - (iii) return control of a Buyer or third party system where unauthorised access or control has occurred; or
  - (iv) meet or help Buyer meet any Applicable Law, industry standard or any other requirements including the Payment Card Industry Data Security Standard. It is Buyer's sole responsibility to provide appropriate and adequate security for its company, its assets, systems and employees.
- (d) Buyer must promptly notify Supplier of any changes to information provided to Supplier.
- (e) Supplier may provide reasonable recommendations, advice or instructions on a particular course of action in the course of performing or as a result of the Service or in the Deliverables to be provided to Buyer and if Buyer chooses not to follow such reasonable recommendations, advice or instructions, Buyer acknowledges that Supplier shall not be responsible for any losses or claims made by the Buyer that arise from Buyer's failure to follow such recommendations, advice or instructions.
- (f) While Supplier will use reasonable care to carry out the Service in line with Good Industry Practice and in a manner designed to mitigate and reduce the risk of damage to Buyer Property, Buyer acknowledges that there is inherent risk in the provision of the security Service in accordance with this Agreement which may lead to operational degradation, performance impact, breach of Buyer policies or industry standards, or otherwise impair Buyer Property (each a "**Buyer Damage**" and together the "**Buyer Damages**") and, Supplier will not be liable to the Buyer or its respective employees or any third parties of the Buyer for Buyer Damages arising from the foregoing. To the extent possible, prior to commencing any provisioning of the Service, Supplier shall identify and inform the Buyer of any Buyer Damage associated with the Service.
- (g) Buyer agrees that Supplier has the right to anonymise and aggregate Buyer Data that will not in any way reveal the Buyer Data as being attributable to the Buyer with other data and leverage anonymous learnings and insights regarding use of the Service (the



anonymised data, “**Supplier Insights Data**”), and that Supplier owns Supplier Insights Data and may use Supplier Insights Data during and after the term of this Agreement solely to develop, provide, and improve Supplier products and services.

- (h) Buyer agrees that Supplier is not liable to Buyer for Buyer Damages provided that Supplier will use reasonable care to carry out the Service in line with Good Industry Practice and in accordance with the terms of this Agreement.
- (i) The Buyer agrees that, to the extent permitted by Applicable Law, it shall not bring any claim against Supplier or any Group Company, whether in tort or otherwise, in connection with the Service or otherwise in relation to the subject matter of this Agreement.
- (j) Buyer acknowledges that, in providing the Service, Supplier will access Buyer Systems and data. Buyer agrees that, in advance of the Agreement Start Date, it shall provide and maintain all necessary consents, permissions, notices and authorisations as that are necessary for Supplier to perform the Service, including any of the foregoing from employees or third parties; valid consents from or notices to applicable data subjects; and authorisations from regulatory authorities, employee representative bodies or other applicable third parties (“**Buyer Consent**”) in a timely manner as necessary for Supplier to access and use such System and data to perform the Service under this Agreement, and/or to use any third-party System(s) or data that Supplier may use or require access to in performing the Service. For purposes of this clause, “**System**” means, as applicable, Buyer’s or a third party’s computer environment, network, equipment, software and related services.
- (k) Supplier shall perform the Service in line with the scope of the Service as set out in this Agreement, in accordance with Good Industry Practice, and in reliance on, and in line with, the Buyer Consent.
- (l) Buyer agrees to indemnify Supplier on an unlimited basis to the extent the Buyer fails to provide and maintain the Buyer Consents.
- (m) Supplier is not responsible for remedying any security issues, vulnerabilities or other problems discovered in the course of performing or as a result of the Service (where such Service is provided in accordance with the terms of this Agreement).

**5.10.3. Out of Scope Agreement:** The following are not in scope for the Service:

- (a) Provision of a report with recommendation – but can be provided outside the terms of this Agreement.
- (b) any assessment of any systems outside of Buyer’s networks (with the exception of any such system that is: (i) within Buyer facilities; and (ii) managed directly by Buyer; and (iii) communicated with by Buyer-owned assets; is considered in-scope for the purposes of Services). Supplier and Buyer further agree that any interaction with Buyer’s third-party cloud services providers will be done in a manner consistent with the Buyer’s normal interaction with those third-parties;
- (c) any remediation of identified vulnerabilities or other security issues;
- (d) any review and analysis of any data or equipment: (i) belonging to an individual outside of their employment with the Buyer, without appropriate consent; or (ii) belonging to a third-party where Buyer does not have control, custody and/or authorisation to possess such data or equipment, or all necessary consents/authorisation for Supplier to access such data or equipment in order to perform the Service set out in this SoW;
- (e) any provision of services involving the collection of physical evidence, collection of evidence for admission in court including for criminal or civil litigation purposes, provision of evidence lockers, or ‘chain of custody’ collection of evidence;
- (f) any provision of expert testimony or litigation assistance or support services;
- (g) any provision of services involving retaliatory actions, hacking back or attribution that would breach applicable laws;
- (h) any installation of software, unless agreed by Supplier and expressly consented to and authorised by Buyer and Supplier in writing, and which may require additional terms and conditions to be agreed;
- (i) any intentional interception of communications between Buyer and a third-party, or between two or more third-parties, which is not authorised or directed by Buyer as part of the Service. For the purposes of this paragraph, interception means intentionally modifying or interfering with Buyer’s systems or the operation of such systems, or intentionally monitoring transmissions made by means of Buyer’s system, such that some or all of the contents of the communications are made available to Supplier while such contents are being transmitted. If unintentional interception does occur, Supplier shall promptly after becoming aware inform Buyer;
- (j) any provision of a regulated service. Supplier is not licensed or certified in any country, state, or province as a public accountant, auditor, legal advisor, or private investigator, and is not being retained to provide any accounting services, accounting guidance, audit or internal control advisory services, tax or legal advice or investigatory services that would require a license;



- (k) any targeted investigation of any individuals. For the purposes of clarity, Supplier may in the course of providing the Service, identify the internet profile (IP address, geographic location, potential aliases/usernames) of potential threat actor(s) or individual(s) involved in a perceived security threat, but the Service does not include any targeted investigation into such individual(s);
  - (l) any incident response services/activities; and
  - (m) at no point will Supplier perform deliberate denial of service testing or excessive brute force attacks.
- 5.11 Modification of the Service:** Supplier may adjust or cancel an Order: (a) if Buyer requests a modification to the Services before the Agreed Delivery Date; (b) if changes are necessary as a result of: (i) any Site Survey; or (ii) Buyer providing inaccurate or incomplete information. If changes or cancellation are due to the Site Survey or Buyer's acts or omissions, Buyer will be responsible for Supplier's reasonable costs resulting from the modification or cancellation.
- 5.12 Invoicing process:** Supplier will invoice Buyer at its registered address above for services in agreed countries. Supplier will not invoice Buyer cross border. Buyer may request Supplier to invoice a Buyer Group Company in another country, and if agreed, the Vodafone Group Company in that same country must sign an order with the customer group company that includes the relevant company details of the parties.



## **6. Service Specification and Service Elements**

### **6.1 Overview of the Solution**

- 6.1.1. The Data Location Optimisation Service is designed to provide Buyers with the capability to efficiently manage unstructured data across all platforms. The Service is provided on a time and materials basis with additional software licenses charges. The minimum purchasable license for the service is 1TB.

### **6.2 Solution Components**

- 6.2.1. The Service will be carried out activities from a designated remote customer location deploying experienced team consisting of:

- (a) Data Consultant
- (b) Associate Technical Data Consultant
- (c) Data Consultancy Project Manager

- 6.2.2. The typical service delivery activities are divided into 4 main phases as follows:

- (a) Discovery Phase – 3 weeks approx.
  - (i) Assess the customer's existing environment to develop a baseline inventory.
  - (ii) Conduct interviews to gain understanding of current data management policies
- (b) Analyse phase – 4 weeks approx.
  - (i) Review key metrics including capacity, usage, access, age, and sensitivity
  - (ii) Map relationships between data, applications, and infrastructure
- (iii) Pattern Analysis
- (iv) Capacity Planning
- (v) Performance Data
- (c) Recommend Phase – 2 weeks approx.
  - (i) Create strategy to yield both short and long-term efficiencies
  - (ii) Advise on and perform risk reduction
  - (iii) Identify the smartest location for each dataset based on factual evidence
- (d) Place Data Intelligently Phase
  - (i) Turn recommendations into actions
  - (ii) Move Data

### **6.3 Optional Components**

- 6.3.1. **Insight AnalytiX:** (this is a strongly recommended module): Insight AnalytiX, is a Data Analytics software that helps enterprises discover and tag unstructured data. This software uses data discovery, data classification and content analysis tools to filter sensitive or private information from unstructured data file content and ensure maximum accuracy in identifying PII/PHI/sensitive data. Additionally, it uses advanced, multi-level logical expressions and a combination of logical operators to generate actionable data-driven insights into risk exposure with descriptive and diagnostic analytics. By using Insight AnalytiX, data custodians can manage enterprise information effectively, comply with security requirements, and embrace data-driven management.
- 6.3.2. **Migration:** This module drives intelligence-driven, automated data migrations to meet the needs and scale, enabling enterprises cloud backup, data centre consolidation, cloud adoption, and more.
- (a) Accelerate Your Journey to Cloud – Intelligent data mobility at petabyte scale with the Mobility Suite accelerates the journey to the cloud by up to 3x, at a fraction of the cost of other solutions.
  - (b) Infrastructure Optimisation – Enterprises can accelerate their data centre consolidations and reduce time-to-complete by up to half, all at a fraction of the cost.
  - (c) Data Lifecycle Management – Create consistent and automated file management policies that intelligently connect all your data storage resources across all your environments.

Note: The migration module license is free when customers are migrating to Azure and have a Azure CSP ID



- 6.3.3. **Archive:** StorageX delivers an archive solution where there is nothing in the way of your data. There is no gateway, no file virtualisation, no proprietary namespace, and no stub creation.
- (a) Intelligently manage your data with StorageX Analytics by identifying files to move to low-cost object storage for long-term archival and cloud tiering.
  - (b) Add custom metadata tags to the scanned data set to ensure strong data quality.
  - (c) Create archive policies from the analysis to move petabytes of unstructured data to any supported object storage resource for long-term retention.
  - (d) Retrieve archived files, directly access your object files using any S3-compliant object store browser and avoid license fees to access or read your own archived files.

6.3.4. **ControlX:**

- (a) Mitigate the risk of sensitive data access and misuse through a multi-apprver remediation workflow, data quarantine and immutable audit logs powered by blockchain.
- (b) Quarantine Sensitive Data – Quickly and securely migrate sensitive data from its current storage location to a more secure location, such as a share on a file storage resource or an object storage bucket.
- (c) Restrict Access to Sensitive Data – Remediation Analysts can choose to secure files from unnecessary access. This is achieved by excluding public access from the reported sensitive files.
- (d) Blockchain-backed Audit Trail – Blockchain technology built into ControlX is implemented to provide a scalable and immutable audit trail.

**7. Data Protection**

**Supplier as a Data Controller**

**7.1 Supplier as a Data Controller:** Supplier acts as an independent Data Controller for the Processing activities in these clauses 7.1 to 7.5 (Data Controller role and processing activities) and any additional activities listed in the Service Terms.

**7.2 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.

**7.3 Processing Activities:** Supplier may process:

7.3.1. 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.

7.3.2. 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.

**7.4 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 5.11 **Error! Reference source not found.** (Data Protection) or as permitted under Applicable Privacy Law; and
- (b) as required by Applicable Law, court order, or any Authority (including Privacy).

**7.5 Privacy Notice:** Supplier's privacy notice can be accessed at: [www.vodafone.co.uk/privacy](http://www.vodafone.co.uk/privacy).

**Supplier as a Data Processor**

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

**7.7 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.

**7.8 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](http://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.

**7.9 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 7.6 to 7.17 (Data Processor role and related requirements). Supplier will be liable to Buyer for the performance of that Sub-Processor's obligations.

**7.10 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.

**7.11 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.

**7.12 Data Security:**

7.12.1. 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.

7.12.2. Further information on data security measures can be found at [www.Supplier.com/business/Buyer-security](http://www.Supplier.com/business/Buyer-security).

**7.13 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.

**7.14 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.



**7.15 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.

**7.16 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.

**7.17 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.

## **8. General Definitions**

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

|                                     |                                                                                                                                                                                                                                                                                                 |
|-------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Additional Service Recipient</b> | 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).                                           |
| <b>Agreement</b>                    | this agreement, consisting of the documents set out in clause 2 (Service Terms Structure).                                                                                                                                                                                                      |
| <b>Applicable Law</b>               | 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. |
| <b>AUP</b>                          | Supplier's acceptable use policy set out at <a href="http://www.vodafone.co.uk/Acceptable-Use-Policy-Business">http://www.vodafone.co.uk/Acceptable-Use-Policy-Business</a> , as updated by Supplier from time to time.                                                                         |
| <b>Buyer</b>                        | the entity identified in the Call-Off Order Form as such.                                                                                                                                                                                                                                       |
| <b>Buyer Equipment</b>              | 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.                                                |
| <b>Buyer Group</b>                  | 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.                                                  |
| <b>Buyer Site</b>                   | 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.         |
| <b>Charges</b>                      | the charges or fees specified in this Agreement as payable by Buyer.                                                                                                                                                                                                                            |
| <b>Consumer</b>                     | means any natural person acting for purposes that are outside the person's trade, business, craft or profession.                                                                                                                                                                                |
| <b>End Of Life</b>                  | 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).                                                                                                                                      |



|                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|-------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Equipment</b>                    | 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>European Union (EU)</b>          | 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 <a href="https://www.gov.uk/eu-eea">https://www.gov.uk/eu-eea</a> .                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>GSM Gateway</b>                  | 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Incumbent Provider</b>           | a regulated operator who is authorised to provide a Service in a given country.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Intellectual Property Rights</b> | (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. |
| <b>Network</b>                      | 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Non-Recurring Charges</b>        | means One-Off Charges.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>One-Off Charges</b>              | the Non-Recurring Charges payable by Buyer in relation to the Service and/or Equipment as described in the Commercial Terms and/or in 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Party or Parties</b>             | Buyer and/or Supplier, as relevant.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Recovery Charge</b>              | any amount payable by Buyer for early termination or failure to meet commercial commitments as set out in this Agreement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Service Element</b>              | the individual components of a Service (including optional service elements if applicable).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Service(s)</b>                   | 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>SIM</b>                          | 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Supplier</b>                     | where used in these Service Terms or the Call-Off Contract means Vodafone.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Supplier Software</b>            | any Software supplied by Supplier or its licensors to Buyer (including Software embedded in any Equipment).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Technical Prerequisites</b>      | any requirements detailed in the Service Terms or otherwise provided to Buyer in writing relating to a Service or Equipment including notification to upgrade.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Third Party Provider</b>         | 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |



|                       |                                                                                                                                                                                                                                                                                               |
|-----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>User</b>           | 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.                                                                 |
| <b>User Details</b>   | a user name, password, or other access information used by a User to access the Service and/or Equipment.                                                                                                                                                                                     |
| <b>UK</b>             | England, Wales, Scotland, Northern Ireland and adjacent islands (e.g. Isle of Wight) but excluding the Channel Islands and the Isle of Man.                                                                                                                                                   |
| <b>Supplier</b>       | Vodafone Limited, registered number 01471587, and registered office Vodafone House, The Connection, Newbury, Berkshire RG14 2FN.                                                                                                                                                              |
| <b>Vodafone Group</b> | (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 <a href="http://www.vodafone.com/">http://www.vodafone.com/</a> . |
| <b>Working Days</b>   | Monday to Friday inclusive, other than public holidays in the UK.                                                                                                                                                                                                                             |
| <b>Working Hours</b>  | 9.00am to 5.00pm on a Working Day.                                                                                                                                                                                                                                                            |

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

|                                  |                                                                                                                                                                                                                                                           |
|----------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Agreement Start Date</b>      | means the date of Supplier’s acceptance of the Agreement. Where acceptance is not express, acceptance is deemed when Supplier begins to provide the first of the Services and/or equipment governed by this Agreement to Buyer.                           |
| <b>Customer Group</b>            | legal power to direct the general management of the company in question) either at or after the date of this Agreement.                                                                                                                                   |
| <b>Customer Materials</b>        | means any Customer materials, equipment, documents and other property of the Customer.                                                                                                                                                                    |
| <b>Confidential Information</b>  | means confidential information: (i) concerning the business and affairs of a Party, a Vodafone Group Company or a Buyer Group Company that a Party obtains or receives from the other Party; or (ii) which arises out of the performance of any Services. |
| <b>Deliverables</b>              | means any deliverable, process or document to be provided by or on behalf of Supplier to the Customer under this Agreement.                                                                                                                               |
| <b>Minimum Term</b>              | means the minimum term to which Buyer commits to receive the Service as specified in the SOW.                                                                                                                                                             |
| <b>Statement of Work (“SOW”)</b> | means a statement of work including commercial terms, and a description of the Services and/or Deliverables to be provided by or on behalf of Supplier.                                                                                                   |

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

|                              |                                                                                                                                                                                            |
|------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Onboarding Activities</b> | 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. |
|------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**8.4** The following definitions apply to **section 5.11 - Data Protection** of these Service Terms:

|                               |                                                                                                                                                                                        |
|-------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Applicable Privacy Law</b> | 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. |
| <b>“Fixed Authority</b>       | means those governments, agencies, courts of law, and professional and regulatory authorities including NRAs that supervise, regulate, investigate, or enforce Applicable Law.         |
| <b>Data Controller</b>        | the person that determines the purposes and means for which Personal Data is Processed, as defined under Applicable Privacy Law.                                                       |



|                                               |                                                                                                                                                                                                                                                     |
|-----------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Data Privacy Obligations</b>               | 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 5.11 (Data Protection) of this Agreement.                          |
| <b>Data Processor</b>                         | the person that Processes Personal Data on behalf of the Data Controller as defined under Applicable Privacy Law.                                                                                                                                   |
| <b>European Economic Area (EEA)</b>           | 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 <a href="https://www.gov.uk/eu-eea">https://www.gov.uk/eu-eea</a> . |
| <b>GDPR</b>                                   | 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.          |
| <b>Personal Data</b>                          | shall mean any information relating to an identified or identifiable natural person as defined by the Applicable Privacy Law.                                                                                                                       |
| <b>Privacy Authority</b>                      | the relevant statutory or supervisory authority with responsibility for the Applicable Privacy Law in the jurisdiction of the Data Controller.                                                                                                      |
| <b>Process/Processed/Processing/Processes</b> | obtaining, recording or holding information or data or carrying out any operation or set of operations on it.                                                                                                                                       |
| <b>Sub-Processor</b>                          | a sub-contractor who is processing Personal Data on behalf of Supplier.                                                                                                                                                                             |
| <b>Traffic Data</b>                           | any data processed for the purpose of the conveyance of a communication on an electronic communications network and for billing.                                                                                                                    |
| <b>UK GDPR</b>                                | 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.                                                                                      |