

Amazon Web Services offered by Vodafone (Standard)

G-CLOUD 15 – SERVICE TERMS





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1. The Service – Overview

- 1.1 The Vodafone Public Cloud – Amazon Web Services service (the “**Public Cloud – AWS Service**”) is a Third Party provided solution that provides a broad set of cloud-based products – including compute power, storage, databases, analytics, networking, developer tools and services that the Buyer can use as building blocks to run sophisticated and scalable applications. Running applications in the Cloud can help users to move faster, operate more securely, and save costs; all while benefitting from the scale and performance of the cloud assets. The term “Service” or “Services” in these Service Terms means the Public Cloud – AWS Service.
- 1.2 The Service can be provided through either a Basic Account Model or a Standard Account Model. These Service Terms relate to the Standard Account Model.
- 1.3 The term “**Service**” or “**Services**” in these Service Specific Terms means the Amazon Web Services.

2. Service Term Structure

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

3. General Conditions on the Buyer

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

3.1 Additional Service Recipient:

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

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

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

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

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

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

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

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

3.5 Terms of Use: Buyer shall not:

- (a) make unauthorised modifications to the Services;
- (b) use the Services as a means to establish permanent servers, relay connections or interconnection services or any similar commercial activities;
- (c) do anything that causes the Network to be impaired;



- (d) use automated means to make calls and/or texts or to send data (including via a GSM Gateway), unless expressly authorised in this Agreement;
- (e) use the Services in a way that:
 - (i) may reasonably be considered to be a nuisance, defamatory, offensive, abusive, obscene or in violation of any person's rights; or
 - (ii) is illegal, fraudulent or contrary to good faith or commercial practice to Supplier's detriment; or
- (f) use the Supplier's SMS service to send mass notification messages, or mass marketing messages, whether or not the messages are unsolicited unless expressly authorised in this Agreement.

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

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

3.7 Compatibility: Buyer shall ensure its systems, equipment and processes satisfy any Technical Prerequisites and if required to be used in conjunction with the Equipment and/or the Services, are in good working Call-Off Order Form (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 Call-Off Order Form an alternative Service Element or to cancel the affected Service Element only in accordance with the terms of these Service Terms and Call-Off Contract.

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

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

4. Fixed Services Conditions on the Buyer



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



Equipment (whether in the Buyer Sites or outside) and providing and preparing for the provision of, the Services) and including access outside Working Hours; and

- (ii) ensure that Buyer Sites are safe and have a suitable working environment.

4.4 Emergency Services:

- 4.4.1. **General:** In the event of a power cut or failure affecting Buyer's fixed line and/or broadband Service, and/or a failure of the internet connection on which the Service relies, Buyer may not be able to make calls including calls to emergency services. This may also affect any calls using the internet including calls to emergency services.

- 4.4.2. **Buyer Obligations:** Buyer shall:

- (a) provide Supplier with complete and accurate Buyer Site address information; and
- (b) give Supplier at least 30 days' written notice of any change to the location of any Fixed Equipment and to any change to the relevant Buyer Site address information.

- 4.4.2.1 Buyer acknowledges that any failure to provide the information required in **Error! Reference source not found.** may render emergency services unable to identify User's location.

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

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

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

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

5. Service Specific Conditions of Use

- 5.1 **Service Commencement Date:** The Services shall be deemed accepted and commence upon Buyer's receipt of their login details for the Third Party Provider.
- 5.2 **Administrator Roles and Accounts:** Supplier will create the initial administrator roles and accounts access details for Buyer to access the Service and the Service Elements and Supplier will provide these details to the Buyer.
- 5.3 **Technical Prerequisites:** In Call-Off Order Form to receive the Service, Buyer must provision and maintain the Technical Prerequisites set out in these Service Terms and/or which may be specified in the Third Party Provider's User Licence Terms. If the Buyer does not have the correct platforms, systems, hardware and/ or software the Buyer may not be able to access or use the Services however all fees and charges will still be payable.
- 5.4 **Other Buyer Equipment:** Other Buyer Equipment may be required for use of the Service and will be identified in the Call-Off Order Form.
- 5.5 **Third Party Provider:** Buyer acknowledges that Supplier will provide the Service through the use of a Third Party Provider. However, Buyer further acknowledges that Supplier will be the sole point of contact for Buyer's use of the Service.
- 5.6 **AWS Basic Account:** Buyer is purchasing the Public Cloud - AWS Service Basic Account Model. A further description of this Basic Account Model is provided in the Service Specification. Buyer accepts that with the Basic Account Model, it owns, and is responsible



for, the user management, account security, account fraud prevention, budgets and usage monitoring of the Service. Supplier will create the initial administrator roles and accounts access details for Buyer to access the Service and the Service Elements

- 5.7 Purchase of Authorised Services:** Buyer may purchase Authorised Services from the Third Party Provider. The applicable Authorised Services will be confirmed in the Call-Off Order Form.
- 5.8 Resale:** Resale (including distribution or sub-licencing) of the Service as a whole, or any part thereof is prohibited.
- 5.9 Third Party Provider AUP:** Buyer shall comply with the AUP of the Third Party Provider, available at <https://aws.amazon.com/aup/>, where applicable.
- 5.10 Planned Works and Freeze Periods:** Planned Works and Freeze Periods may be implemented by the Third Party Provider at any time such matters are beyond the control of Supplier and Supplier shall not be liable for any loss or damage to the Buyer or its Users as a result. Supplier may also temporarily interrupt the Services to carry out Planned Works.
- 5.11 Security Obligations:** Buyer will:
- (a) design, implement, and manage configuration of IP protocols, LAN information, and access lists;
 - (b) provide reasonable security on the Equipment and Buyer's private networks to limit misuse of or threat to the Service, Equipment, or Network; and
 - (c) address any misuse or threat identified by Supplier through the implementation of appropriate security or user controls.
- 5.12 Account Misuse:** Buyer must notify Supplier immediately of any possible misuse of the Buyer's accounts or authentication credentials, or any security incident related to the Service. Supplier shall not be liable for any loss incurred by Buyer as a result of any misuse.
- 5.13 Malware, Viruses and Data:** Supplier assumes no liability for viruses or other malware introduced by the Buyer, or for restoration of lost or corrupted data or applications, other than restoration from then-current backups maintained by Supplier if Buyer chooses optional backup and/or archival services (which Supplier recommends).
- 5.14 Suspension of Service for suspected Fraudulent Activity:** In the event that the Service is suspended, Buyer shall have 90 days to reactivate the account or otherwise Buyer's account shall be terminated. Supplier shall not issue any credits or refunds in the event of a suspension for suspected fraudulent activity.
- 5.15 Loading of Buyer Data and Software:** Loading of Buyer Data and software is entirely at the Buyer's risk and cost. Supplier recommends that all data transmissions to the Buyer's servers be encrypted. Supplier has no responsibility or liability for the Buyer's transmissions of data. The Service is not intended for, and Buyer shall not use the Services to store, transmit or process data for any applications or uses that are prohibited by this Agreement or the Third Party Provider User Licence Terms.
- 5.16 AWS Interaction:** Buyer acknowledges that AWS may directly communicate with the Buyer about the Service or Service Elements.
- 5.17 Impairment and Viruses:** Buyer shall not: (i) do anything that causes the Vodafone network to be impaired; (ii) use the Services for the transmission of material that contains software viruses or any other disabling or damaging programs; or (iii) other than with the approval of Supplier, do anything that causes technical or operational problems in the technical infrastructure of the Service. If Supplier notifies Buyer that there has been any such problem, Buyer shall follow Supplier's instructions within 24 hours in Call-Off Order Form to eliminate or reduce the problem.
- 5.18 Data Security and Internet Transmission:** Buyer acknowledges that the public internet is an inherently insecure environment. The use of the public internet is at the sole risk of Buyer and its users. Supplier is relieved from all liability in connection with Buyer's and its Users' use of the public internet including liability for any disclosure of Confidential Information transmitted over the public internet.
- 5.19 Third Party Disclosure:** If Buyer has ordered Authorised Services that include one or more third party solutions, AWS may disclose to the applicable third party solutions provider information associated with Buyer's use of the third party solution including any necessary information reported to AWS by Supplier for the purposes of providing the ordered Authorised Services.
- 5.20 No Representation:** Supplier does not make any representations, warranties or guarantees in relation to the Authorised Services Call-Off Order Formed by Buyer.
- 5.21 Supplier Cloud Assessment:** As part of the Service, Supplier may (through a Third Party Provider) provide Buyer with a Supplier Cloud Assessment Service. Supplier reserves the right to charge Buyer for this service, and any applicable charges shall be set out in the Call-Off Order Form.



5.22 Service Changes

- 5.22.1. Buyer may propose a change to the Service by written request. Upon agreement, the Parties must authorise the change in the form of a Change Order or other written amendment to the Agreement (a “Change Order”). Supplier has no obligation to commence work in connection with a change until a Change Order is executed by the Parties.
- 5.22.2. If within 5 Working Days of the end of a calendar month the Buyer requests any change which would have the effect of cancelling the whole or any part a Service Element, Buyer may be charged the applicable charges in relation to that Service Element for the full coming month, as determined by Supplier.
- 5.22.3. Changes to Services: Supplier may change the Services or any part thereof if the Third Party Provider changes the services including where it discontinues the Service or any feature that forms part of it. Supplier shall provide the Buyer written notice of such changes where reasonably practicable however no notice will be provided if the Service or any functionality within the Service is discontinued to address an emergency or threat to the security or integrity of the Third Party Provider, in response to claims, litigation or loss of license rights related third party intellectual property rights or to comply with the law or requests of a government entity. In such situations Supplier may cancel the affected Call-Off Order Form without having any liability to the Buyer. Buyer is responsible for all Buyers costs, migration of Buyer data and updating of Buyer’s systems as a result of any change under this paragraph.
- 5.22.4. Buyer Notices: Supplier will provide any notices received from AWS that may affect Buyer’s use of the applicable Authorised Services are forwarded to a Buyer. This may include notices of service interruptions and/or suspension, violation of AWS’ Acceptable Usage Policy or any notices required by law or regulation.

5.23 Termination

- 5.23.1. Buyer or Supplier shall be entitled to terminate Buyer’s use of the Services upon 120 days written to Supplier.
- 5.23.2. In the event that the Third Party Provider terminates its agreement for the provision of Services to Supplier, Supplier shall terminate this Agreement upon 28 days written notice to Buyer.
- 5.23.3. The Third Party Provider has the ability to terminate Buyer’s access and use of the Service in accordance with the AWS Buyer Agreement.
- 5.23.4. Termination for Cause: Either Party may terminate this Agreement (in whole or in part) with immediate effect by written notice, if the other Party:
- (a) commits a material breach of this Agreement which is not capable of remedy;
 - (b) commits a material breach of this Agreement which is capable of remedy and is not remedied within 30 days of written notice from the first Party;
 - (c) makes an arrangement with or assignment in favour of a creditor, goes into liquidation or administration or a receiver or manager is appointed to manage its business or assets, or any analogous insolvency event occurs, if permitted by Applicable Law; or
 - (d) becomes subject to sanctions and/or trade or export control laws necessitating termination.

6. Third Party Provider Terms

6.1 The following Third Party Provider terms at the below links (as updated from time to time) will apply:

- 6.1.1. **AWS Buyer Agreement Terms:** By entering into this Services Agreement, Buyer acknowledges that its use of the Public Cloud - AWS Service is subject to the AWS Buyer Agreement Terms, a separate agreement between Buyer and Amazon Web Services, Inc. Buyer must have this AWS Buyer Agreement in place and completed before entering into this Agreement with Supplier. A current version of the AWS Buyer Agreement is located here: <https://aws.amazon.com/agreement/>.
- 6.1.2. **AWS Service Terms:** Service specific service terms may apply to the applicable AWS Service(s). Applicable AWS service terms. A current version of the AWS Service Terms is located here: <https://aws.amazon.com/service-terms/>
- 6.1.3. **AWS Third Party Terms:** Some aspects of the Service provided by AWS enables access to services and/or software provided by additional third parties, e.g. software purchased through AWS Marketplace. Buyer acknowledges that it may be required to enter into a separate agreement or licence for such services and/or software and any rights and remedies set out in the third party agreement and/or licence shall be Buyer’s sole rights and remedies.



- 6.1.4. **AWS Further Information:** Buyer must review and understand the additional information available at <https://s3-us-west-2.amazonaws.com/solution-provider-program-legal-documents/AWS+Solution+Provider+Program+-+Program+Guide+for+End+Buyers.pdf>.

7. Data Protection

Vodafone as a Data Controller

- 7.1 Vodafone 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 Call-Off Order Form 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 7 (Data Protection) or as permitted under Applicable Privacy Law; and
- (b) as required by Applicable Law, court Call-Off Order Form, or any Authority (including Privacy).

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

Vodafone as a Data Processor

- 7.6 Vodafone 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 at least 10 Working Days before Supplier authorises and permits the new or replacement Sub-Processor access to Personal Data in Call-Off Order Form 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.vodafone.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. Service Level Agreement

- 8.1** Service Levels and Service Credit terms apply from the Service Commencement Date.
- 8.2** Service Levels and Service Credits may apply to the applicable Authorised Service(s). If applicable, Service Levels and Service Credits can be found on this link (or as may be updated by AWS from time to time): <https://aws.amazon.com/legal/service-level-agreements>.
- 8.3** It is the Buyer's responsibility to raise with Supplier issues with the Service which may give rise to Service Credits. Any Service Credits claimed by the Buyer should be claimed through Supplier by Buyer providing Supplier with the necessary credit request information. Supplier will pass the claim to the Third Party Provider, and the Third Party Provider will determine whether Service Credits are payable. The Buyer is responsible for providing all evidence and information as may be required by the Third Party Provider to assess any claim for Service Credits by the Buyer. The Third Party Provider's decision shall be final, and Supplier shall not be liable for any Service Credits which are not accepted as payable by the Third Party Provider.
- 8.4** Service Credits do not apply to any Incident connected to: (a) any Excluded Event and/or (b) any other exclusion set out by the Third Party Provider for the affected Service Element.
- 8.5** If one Incident causes a failure of two or more Service Levels, only the greater Service Credit amount of the Service Levels is payable.
- 8.6** The Service Credits as set out in these Service Terms are Buyer's sole and exclusive remedy against Supplier for any failure in Service performance. Service Credits have been calculated as, and are, a genuine pre-estimate of the loss likely to be suffered by Buyer for failure in Service performance. Service Credit may only be applied to Charges for the Service and have no cash value
- 8.7** Supplier shall only pay Buyer for any Service Credits once they have been paid by the Third-Party Provider to Supplier.
- 8.8** Supplier shall provide an initial response to all Service Requests within the following Service Level Targets:

Language	Service cover period	Contact Channel	Service Level Target
English	Working Hours	Email	95% in <1 Hour
English	Working Hours	Telephone	90% in <30 seconds

- 8.9** Supplier shall provide updates for each open Service Request within the Service Level Target below:

Channel	Service Level Target
Email (from Supplier to Buyer)	Minimum 1 update per Week

8.10 Priority of Incidents

- 8.10.1.** The following Priority level examples apply to the Service:

Priority level	Priority level examples
1	A complete breakdown or outage or a critical performance degradation causing Service Unavailability for a significant proportion of Users.
2	The functionality of the Service is affected to a large extent, a major performance degradation or loss of important function occurs, security is critically affected, or a breach of an Applicable Law occurs.
3	A minimal limitation to the functionality of the Service.
4	A non-Service affecting Incident or Incidents not classed as Priority Level 1, 2 or 3 Incident. For example, faulty documentation, general questions etc.

8.11 Incident Management



8.11.1. Supplier shall provide end-to-end management of Incidents within specified Service Level Targets below, with the aim to restore an applicable Supplier Service in accordance with these Service Terms.

Priority Level	Service Level Target
1	4 hours
2	4 hours
3	48 hours
4	N/A

8.11.2. Supplier **shall** provide updates for each open Incident according to the Service Level Target below:

Priority Level	Service Level Target
1	1 hour (email and telephone)
2	2 hours (email and telephone)
3	Twice every 24 hours (email)
4	Once every 24 hours (email)

9. General Definitions

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

Additional Service Recipient	a Buyer Group entity which is not a direct party to this Agreement, but which is named in this Agreement as a beneficiary of the Services or otherwise approved to receive the Services in accordance with clause 3.1 (Additional Service Recipient).
Agreement	this agreement, consisting of the documents set out in clause 2 (Service Terms Structure).
Applicable Law	law, regulation, binding code of practice, rule or requirement of any relevant government or governmental agency, regulatory Authority, each as relevant to (i) Supplier in the provision of the Services and/or (ii) Buyer in the receipt of the Services or the carrying out of its business.
AUP	Supplier's acceptable use policy set out at http://www.vodafone.co.uk/Acceptable-Use-Policy-Business , as updated by Supplier from time to time.
Buyer	the entity identified in the Call-Off Call-Off Order Form as such.
Buyer Equipment	hardware, software or any other tangible material not supplied by Supplier that is used with or to access the Service. Any Equipment Buyer purchases from Supplier shall be considered to be Buyer Equipment once title has passed to the Buyer.
Buyer Group	Buyer and any company in which Buyer has the beneficial ownership of more than 50% of the issued share capital, or the legal power to direct the general management of the company in question, either at or after the date of this Agreement.
Buyer Site	as the context permits a Buyer's premises (either owned by Buyer or a third party) which Supplier needs to access in Call-Off Order Form to deliver or install Equipment and/or to provide the Services or the location where the Services are to be provided, as set out in the Call-Off Order Form.
Charges	the charges or fees specified in this Agreement as payable by Buyer.
Consumer	means any natural person acting for purposes that are outside the person's trade, business, craft or profession.
End Of Life	where Supplier or a manufacturer of Equipment declares that the type of Equipment is end-of-life (or otherwise stops marketing, selling or supporting it).



Equipment	hardware, Supplier Software, and any other tangible equipment (other than SIMs) supplied by, or on behalf of, Supplier to Buyer for use in receiving the Services. Equipment excludes Buyer Equipment.
European Union (EU)	an economic and political union of 27 countries, as may be updated from time to time. A full list of countries can be found here https://www.gov.uk/eu-eea .
GSM Gateway	any equipment containing a SIM which enables calls from a fixed network (landline) to be routed via a GSM link to a mobile network establishing a mobile-to-mobile ('on-net') call.
Incumbent Provider	a regulated operator who is authorised to provide a Service in a given country.
Intellectual Property Rights	(a) rights in, and in relation to, any patents, registered designs, design rights, trade marks, trade and business names (including all goodwill associated with any trade marks or trade and business names), copyright, moral rights, databases, domain names, topography rights and utility models, and includes the benefit of all registrations of, applications to register and the right to apply for registration of any of the foregoing items and all rights in the nature of any of the foregoing items, each for their full term (including any extensions or renewals) and wherever in the world enforceable; (b) rights in the nature of unfair competition rights and rights to sue for passing off; and (c) trade secrets, confidentiality know how, technical information and other proprietary rights.
Network	the communications network together with the equipment and premises that are connected to such network and which are used by Supplier to perform the Services.
Non-Recurring Charges	means One-Off Charges.
One-Off Charges	the Non-Recurring Charges payable by Buyer in relation to the Service and/or Equipment as described in the Buyer's Call-Off Order Form, and may include installation Charges for ports, access circuits and routers, charges for set up of Service Elements and configuration changes.
Party or Parties	Buyer and/or Supplier, as relevant.
Recovery Charge	any amount payable by Buyer for early termination or failure to meet commercial commitments as set out in this Agreement.
Service Element	the individual components of a Service (including optional service elements if applicable).
Service Specific Terms	the document(s) identified in this Agreement as the "Service Specific Terms" that set out information such as terms and conditions, specifications and technical information specific to a Service.
Service(s)	the services to be provided by Supplier or a Third Party Provider under this Agreement and as specified in this Agreement. Any reference to Service within this Agreement may be an individual Service or collectively all Services, as appropriate.
SIM	a "subscriber identity module" card is an integrated circuit, whether physical or embedded in a device (and then known as an eSIM Card), storing user specific data and provided by Supplier to allow use of equipment on the Network by Buyer.
Supplier	where used in these Service Terms or the Call-Off Contract means Vodafone.
Supplier Software	any Software supplied by Supplier or its licensors to Buyer (including Software embedded in any Equipment).



Technical Prerequisites	any requirements detailed in the Service Specific Terms or otherwise provided to Buyer in writing relating to a Service or Equipment including notification to upgrade.
Third Party Provider	a third party contracted directly or indirectly by either Supplier (including Vodafone Group) or Buyer that provides a Service, a Third Party Service or that provides a service that connects to a Service. Third Party Providers may include Incumbent Providers.
User	an individual end user of the Services who is approved by Buyer and who must be a permanent or temporary employee or sub-contractor of Buyer or an Additional Service Recipient unless otherwise specified in this Agreement.
User Details	a user name, password, or other access information used by a User to access the Service and/or Equipment.
UK	England, Wales, Scotland, Northern Ireland and adjacent islands (e.g. Isle of Wight) but excluding the Channel Islands and the Isle of Man.
Vodafone	Vodafone Limited, registered number 01471587, and registered office Vodafone House, The Connection, Newbury, Berkshire RG14 2FN.
Vodafone Group	(a) Vodafone Group Plc, Vodafone Limited and any company in which Vodafone Group Plc owns (directly or indirectly) 15% or more of the issued share capital; and (b) any partner market listed on the "Where we are" page at http://www.vodafone.com/ .
Working Days	Monday to Friday inclusive, other than public holidays in the UK.
Working Hours	9.00am to 5.00pm on a Working Day.

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

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

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

Authorised Services	means the services that Supplier is authorised by AWS to resell on the AWS Product Catalogue, as set out on https://s3-us-west-2.amazonaws.com/solution-provider-program-legal-documents/Solution+Provider+Program+List+of+Services.pdf as may be updated by AWS from time to time.
AWS Charges	Usage charges for services taken from Amazon Platform Services calculated using AWS Online Pricing Calculator.
AWS Buyer Agreement	means the agreement entered into between Buyer and AWS which can be found at https://aws.amazon.com/agreement/ .



AWS Online Pricing Calculator	means the pricing calculator for the service elements provided by AWS and found at: at https://calculator.aws/#
Basic Account Model	this account type of the Public Cloud - AWS Service is built around a dedicated master account structure which allows the Buyer to retain full control of their accounts. There is limited integration with Supplier's platform.
Contact Channel	means the medium of communication which Supplier supports under the Service Levels.
Buyer Data	means the Personal Data that is uploaded to the Services under Buyer's AWS accounts.
Excluded Event	means any of the following: (a) a fault or incident with any other Supplier service purchased under separate Service Specific Terms; (b) a fault or incident in, or any other problem associated with, non-Supplier-supplied power, any Buyer equipment, non-maintained structured cabling or other systems or networks not operated or provided by Supplier (including an incident relating to consumption of services over the internet); (c) the fault or incident caused by the negligence, act or omission of Buyer or any third-party not within Supplier's direct control; (d) Buyer not performing or a delay in performing any of the Buyer obligations or conditions of use; (e) an incident or delay resulting from a request by Buyer for expedited delivery of the Service; (f) Service suspension or a Force Majeure event in accordance with the General Terms; (g) the inability or refusal by a Third Party Provider to provide the Service; (h) an Outage; (i) any degradation of performance that is caused by, or for any fault that occurs as a result of, or in connection with, technical limitations beyond Supplier's control; or any other circumstances caused by events for which Supplier is not liable in accordance with the terms of the Agreement.
Freeze Periods	a period when no or limited action can be taken by Buyer in relation to the Service.
Incident	any fault, incident or problem which affects the Service provided to the Buyer, excluding any fault, incident or problem with any other Supplier service purchased under separate service terms.
Planned Works	planned Supplier or Third Party Provider-initiated changes to the Service or Equipment (for example, to carry out essential maintenance or upgrades).
Reserved Instance	means the virtual machines connected with the Service.
Service Level Target	means the target value that Supplier aims to deliver a Service Level to.
Standard Account Model	this account type of the Public Cloud - AWS Service is built around a dedicated master account structure. The Buyer account is integrated into Supplier's platform and into Supplier's ownership to offer a full suite of features and support/billing services.



Third Party Provider	for the purposes of this Agreement, means Amazon Web Services, Inc ('AWS, Inc') and Amazon Web Services EMEA SARL ('AWS Europe' and together with AWS Inc., collectively referred to as 'AWS').
Third Party Provider User Licence Terms	the Third Party Provider end user licence agreements set out in this Agreement or otherwise notified to Buyer from time to time and as amended and updated from time to time.
TUPE	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (246/2006) as amended from time to time, and/or any similar or equivalent legislation enacted into the laws of England and Wales, Scotland or Northern Ireland (as applicable from time to time);
Supplier Cloud Assessment Service	a service delivered by a Third Party Provider in the form of Supplier Cloud Assessment as further detailed in the Service Specification.

9.4 The following definitions apply to **section 8 - Data Protection** of these Service Terms:

Applicable Privacy Law	the relevant data protection and privacy law, regulations (including UK GDPR and the Data Protection Act 2018) and other regulatory requirements to which Vodafone Limited is subject.
"Fixed Authority"	means those governments, agencies, courts of law, and professional and regulatory authorities including NRAs that supervise, regulate, investigate, or enforce Applicable Law.
Data Controller	the person that determines the purposes and means for which Personal Data is Processed, as defined under Applicable Privacy Law.
Data Privacy Obligations	in respect of each Party, that Party's obligations relating to the Processing or control of Personal Data as a Data Controller or Data Processor, as expressly set out in clause 7(Data Protection) of this Agreement.
Data Processor	the person that Processes Personal Data on behalf of the Data Controller as defined under Applicable Privacy Law.
European Economic Area (EEA)	means the Member States of the European Union together with Iceland, Liechtenstein, and Norway, as may be updated from time to time. A full list of countries can be found here https://www.gov.uk/eu-eea .
GDPR	General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data.
Personal Data	shall mean any information relating to an identified or identifiable natural person as defined by the Applicable Privacy Law.
Privacy Authority	the relevant statutory or supervisory authority with responsibility for the Applicable Privacy Law in the jurisdiction of the Data Controller.
Process/Processed/Processing/Processes	obtaining, recording or holding information or data or carrying out any operation or set of operations on it.
Sub-Processor	a sub-contractor who is processing Personal Data on behalf of Supplier.
Traffic Data	any data processed for the purpose of the conveyance of a communication on an electronic communications network and for billing.



UK GDPR	means GDPR as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018.
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