

Application Modernisation Services (Official)

G-CLOUD 15 – TERMS AND CONDITIONS



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1. The Service – Overview

- 1.1 The Supplier Professional Cloud Services service (the “**Professional Services**”) provides technical and business consultants with practical technical and business experience to produce Deliverables specific to Buyer's requirements.
- 1.2 The term “**Service**” or “**Services**” in these Service Specific Terms means the Application Modernisation Services (Official)

2. Service Term Structure

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

3. General Conditions on the Buyer

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

3.1 Additional Service Recipient:

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

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

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

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

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

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

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

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

3.5 Terms of Use: Buyer shall not:

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

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

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

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

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

3.9 Unauthorised Equipment or Repairs: Buyer acknowledges that:

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

3.10 End of Life

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

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

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

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

- (a) shall have no maintenance obligations for the End of Life Equipment;
- (b) shall not be liable for Buyer's use of the End of Life Equipment;
- (c) shall not be liable for any service levels relating to the Equipment; and
- (d) reserves the right to suspend all or part of the affected service.

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

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

3.12 Exclusions:

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

- 3.12.2. Buyer is responsible for satisfying itself that the Services and any Equipment are suitable for its intended purpose and requirements (including but not limited to any resiliency and/or business continuity requirements). Supplier does not warrant or represent that the Services and Equipment are or will be fit for Buyer's intended purpose and requirements. Supplier recommends that Buyer obtains business continuity (or other) insurance that is appropriate for the nature of its business.
- 3.12.3. Supplier is not responsible for any content, goods or services which are accessed, downloaded or transmitted by Buyer through use of the Services. Supplier accepts no responsibility for any such content, goods or services. Buyer shall take appropriate measures to back up data and otherwise protect against loss of data under this Agreement.
- 3.12.4. Buyer acknowledges that the Service is not intended for use by Consumers in the European Union. Without prejudice to the foregoing, the Buyer shall immediately notify Supplier if it becomes aware that anyone other than Supplier has made available, or intends to make available, the Service to a Consumer in the European Union.
- 3.13 Termination:** Where Buyer terminates the Call-Off Contract during the Call-Off Contract Period, the Buyer agrees to pay Supplier's reasonable, committed and unavoidable losses resulting from the termination of the Call-Off Contract.
- 3.14 Network Sunset**
- 3.14.1. Buyer hereby acknowledges and accepts that:
- (a) certain Network technologies used to provide the Service on Supplier Equipment or Buyer Equipment may retire prior to the expiry of the contract; and/or
 - (b) current Networks may be replaced by further advanced Network technologies during the term of the Call-Off Contract.
- 3.14.2. As a result, Buyer agrees that maintaining compatibility of its devices with the available Networks from time to time shall be its responsibility.
- 3.15 Planned Service Changes by Third-Party Providers:** Supplier has been informed that BT Openreach (the "Third-Party Provider") for legacy PSTN is withdrawing the service, with full switch off expected to be complete by 31 January 2027. Supplier is entitled to move the Buyer from legacy PSTN to Ethernet Access Method as and when required. Buyer will be advised of an alternative Service Element and the associated Charges, as set out in these Service Terms below. Buyer will have the option to either order an alternative Service Element or to cancel the affected Service Element only in accordance with the terms of these Service Terms and Call-Off Contract.
- 3.16 Interpretation:** In this Agreement, unless the context otherwise requires, words in the singular include the plural and vice versa.
- 3.17 Format:** If Buyer requires this Agreement (or any bills, communications or a document referred to in this Agreement) in a different format, call 03333 043 222 or email disability.access@Supplier.co.uk for a large print, braille version, dyslexia-friendly or audio CD version. These contact details are for accessibility help only.

4. Fixed Services Conditions on the Buyer

- 4.1 Service Commencement Date:** Buyer shall notify Supplier within 5 Working Days of the Service Commencement Date if, in the Buyer's reasonable opinion, the Services do not conform to the standard testing criteria and provide sufficient supporting details. Upon receipt of Buyer's notification, Supplier shall take reasonable action to meet the standard testing criteria.
- 4.2 Supplier-Owned Equipment:** The following will apply where Supplier provides Fixed Equipment for Buyer's use with a Service:
- 4.2.1. **Title:** Title to the Fixed Equipment at all times belongs to Supplier, its suppliers or subcontractors (subject only to any rights which may be granted to Buyer in respect of Supplier Software, as set out in these Service Terms).
- 4.2.2. **Buyer Obligations:**
- 4.2.3.1 Buyer agrees to:
- (a) provide secure storage for Fixed Equipment that is sent to Buyer Sites prior to installation;
 - (b) use the Fixed Equipment only for the purpose of using the Services, in accordance with Supplier's instructions and Applicable Law;
 - (c) allow only Supplier's authorised representatives to add to, move, modify, inspect, test or alter the Fixed Equipment (either on Buyer Site or remotely);
 - (d) adequately insure for, and notify Supplier immediately of loss, breach or suspected breach or damage to the Fixed Equipment;
 - (e) only connect the Fixed Equipment to the Network using a network termination point that has been approved in advance by Supplier;
 - (f) provide Supplier with:
 - (i) adequate power supply, connection, and space for the operation of the Fixed Equipment at Buyer Sites; and
 - (ii) in the case of BPE patch cords and cabling; and
 - (iii) 10 Supplier Working Days' notice of any known disruptive event (such as power disconnection).

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

- (g) appoint a local security representative to ensure the physical security of the BPE who will grant access by approved authorised personnel only and conduct routine physical checks, including ensuring tamper evident labels remain intact; and
- (h) ensure that the physical environment in which the BPE is housed is appropriate for the protective marking of the data being transmitted through such Fixed Equipment. In particular:
- (i) BPE must be located in a communications room or other isolated area that is suitable to limit the occurrence of accidental or malicious damage to the BPE; and
- (ii) if the BPE is located in a shared environment, then it must be kept in a dedicated locked cabinet or rack. If that is not possible, robust access control mechanisms must be implemented by Buyer, with access only available with prior approval from Buyer's local security representative.

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

- (a) install and configure the Buyer Equipment at the Buyer Sites by the date necessary to allow Supplier to perform its obligations;
- (b) Maintain the Buyer Equipment including prompt installation of security patches and updates;
- (c) Promptly after the Service terminates, give Supplier access to, and reasonable help with, disconnecting Buyer Equipment from the Service; and
- (d) Warrant and undertake that Buyer has full authority to permit Supplier to perform the Services using the Buyer Equipment.

4.3 Buyer Sites: For the purposes of preparing for and delivery of the Services, Buyer shall:

- (a) carry out, or permit Supplier or its subcontractors to conduct, a Site Survey;
- (b) prepare the Buyer Site for the Services in accordance with Supplier's instructions;
- (c) allow and/or have in place (or assist Supplier to do so at Buyer's cost) all third-party consents necessary to allow Supplier or its subcontractors and agents (and obtain consents from third parties to allow) to:
- (i) access the Buyer Sites, and any Buyer Equipment, Fixed Equipment or Equipment, and third-party property located there, as Supplier reasonably requires to perform its obligations under this Agreement (including for the purposes of installing and uninstalling Equipment (whether in the Buyer Sites or outside) and providing and preparing for the provision of, the Services) and including access outside Working Hours; and
- (ii) ensure that Buyer Sites are safe and have a suitable working environment.

4.4 Emergency Services:

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

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

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

4.4.2.1 Buyer acknowledges that any failure to provide the information required in 4.4.2 may render emergency services unable to identify User's location.

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

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

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

5. Service Specific Conditions of Use

- 5.1.1. **Third Party Providers:** Service Elements are provided by a subcontractor. Terms and conditions relevant to those Service Elements are set out in the Extra Service Terms.
- 5.1.2. **Buyer Prerequisites:** Buyer agrees:
 - (a) to provide accurate and complete information related to the provisioning of the Service; and
 - (b) to provide adequate and timely access to the Buyer personnel for the purposes of providing the required information to provision the Service.
 - (c) Supplier or its subcontractors will not be liable for any loss, damage, delay or deficiencies in the Service arising from materially inaccurate, incomplete, or otherwise deficient information or materials supplied by or on behalf of Buyer.
- 5.1.3. **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.

5.2 Delivery Services

- 5.2.1. **Delivery Date:** The delivery date for the Deliverables will be as specified in the Statement of Work or the Call-Off Order Form.
- 5.2.2. Time shall not be of the essence for the performance of the Services.
- 5.2.3. **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 or the Call-Off Order Form.
- 5.2.4. **Buyer Delays:** If Buyer's act or omission delays the agreed delivery date of the Services or the Deliverables, then Supplier may invoice the Charges and charge Buyer for its reasonable costs and expenses incurred as a result of such delay.

5.3 Completion

- 5.3.1. Completion of the Service shall take place upon the latter of the following: (a) expiry of the duration defined in the Statement of Work or the Call-Off Order Form; and (b) delivery of the Deliverables to the Buyer.

5.4 Service Terms

- 5.4.1. The Service comprises core service elements ('Core Service Elements') and may also include an optional service element ('Optional Service Element').
- 5.4.2. **Core Service Elements:** Supplier or its subcontractors will conduct a Due Diligence phase of no longer than four (4) weeks. The Due Diligence will comprise of the following activities: (a) assessing the current state of the application; (b) defining the optimal modernisation approach to achieve the target business; (c) defining the target state of the application; and (d) defining a plan and cost for design and execution of the modernisation activities.
- 5.4.3. **Optional Service Elements:** Buyer may request a Proof of Technology or Prototype as agreed between Supplier and the Buyer.

5.5 Delivery

- 5.5.1. Supplier or its subcontractors will provide resources and subject matter experts to conduct the service activities from a mutually agreed location.
- 5.5.2. The Service will be provided over an elapsed duration as agreed in the Call-Off Order Form.
- 5.5.3. Supplier or its subcontractors will make subject matter expertise available to deliver the Service dependent on the applications being modernised and which will be agreed in the Call-Off Order Form.

5.6 Buyer shall fulfil the following (the "Buyer Prerequisites")

- 5.6.1. provide and agree with Supplier or its subcontractors prior to conducting modernisation activities:
 - (a) security requirements;
 - (b) data access and control requirements
 - (c) non-functional requirements (e.g. disaster recovery, availability, etc.);

- 5.6.2. provide a high level design that includes: (i) current state application's AS-IS analysis (as determined from an Application Assessment phase, or otherwise by the Buyer) (ii) inventory, functional decomposition and requirements (iii) business rules extraction and documentation (iv) user story, user experience and journeys (v) UI specification documentation (vi) if available, microservice identification and specification and (vii) test strategy and plan;
- 5.6.3. provide infrastructure installation, provisioning and configuration as agreed for the purposes of delivering this Service; and
- 5.6.4. provide data migration activities as agreed for the purposes of delivering this Service.

5.7 Deliverables

- 5.7.1. Unless otherwise stated in the Call-Off Order Form, Supplier shall provide the following Deliverables to the Buyer:
 - (a) Due Diligence Report and Implementation Plan
 - (b) Agile Sprint Planning, Backlog Creation, and task tracking
 - (c) Service API Specification
 - (d) Physical Data Model and DB Scripts
 - (e) Integration and System Tested Code Bundle
 - (f) Unit, Integration and System Test Cases and Scripts
 - (g) Unit, Integration and System test Results
 - (h) Handover Session
- 5.7.2. Where Buyer has requested select a Proof of Technology or Prototype, Supplier shall also provide the following further deliverable: Proof of Technology or Prototype.

6. Data Protection

Vodafone as a Data Controller

- 6.1 **Vodafone as a Data Controller:** Supplier acts as an independent Data Controller for the Processing activities in these clauses 6.1 to 6.5 (Data Controller role and processing activities) and any additional activities listed in the Service Terms.
- 6.2 **Buyer as a Data Controller:** The Parties acknowledge that Buyer will also act as an independent Data Controller for any Personal Data relating to Supplier employees or representatives, for example business contact information.
- 6.3 **Processing Activities:** Supplier may process:
 - 6.3.1. Personal Data to:
 - (a) manage account relationships;
 - (b) send bills;
 - (c) fulfil an Order or delivery;
 - (d) provide Buyer service; and
 - (e) control access to Supplier's systems that support the Services.
 - 6.3.2. As an electronic communications service's provider, Traffic Data in accordance with Applicable Laws to:
 - (a) deliver User communications;
 - (b) calculate Charges for each User;
 - (c) identify threats to the Network or Services and protect against them; and
 - (d) internally develop and improve the Network or Services.

6.4 Data Disclosures: Supplier may disclose Personal Data and Traffic Data:

- (a) to Vodafone Group or third parties for the purpose of supporting the Processing activities described in this clause 6 (Data Protection) or as permitted under Applicable Privacy Law; and
- (b) as required by Applicable Law, court order, or any Authority (including Privacy).

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

Vodafone as a Data Processor

- 6.6 **Vodafone as a Data Processor:** Supplier acts as a Data Processor for the specific processing as set out in the relevant Service Terms.
- 6.7 **Processing Personal Data:** Supplier may only Process Personal Data on behalf of the Buyer:
 - (a) to provide and monitor a Service as outlined in the Service Terms; or

- (b) for any other purpose agreed in writing between the Parties. Additional instructions from Buyer require prior written agreement and may be subject to Charges.
- 6.8 Changes to Sub-Processors:** If Supplier adds or replaces a Sub-Processor, Supplier shall inform the Buyer of changes to Sub-Processors where Supplier is required by Applicable Privacy Law by:
- (a) providing at least 10 Working Days' prior notice; or
 - (b) listing the new or replacement Sub-Processor on www.Supplier.co.uk at least 10 Working Days before Supplier authorises and permits the new or replacement Sub-Processor access to Personal Data in order to give the Buyer the opportunity to reasonably object to such changes.
- 6.9 Sub-Processor Obligations:** Supplier will enter into binding agreements with its Sub-Processors, who will have substantially the same legal obligations for Processing activities as Supplier under these clauses 6.6 to 6.17 (Data Processor role and related requirements). Supplier will be liable to Buyer for the performance of that Sub-Processor's obligations.
- 6.10 Data Retention:** Supplier may keep Personal Data for as long as required to deliver the Service. After this Agreement is terminated, and unless Applicable Law requires otherwise, Supplier will:
- (a) delete the data within a reasonable time frame;
 - (b) return the data if the Buyer provides notification before termination of the Agreement.
- 6.11 Data Access:** Supplier may give access to Personal Data only if necessary to meet its obligations in relation to the Service and will take reasonable steps to ensure that whoever accesses the data:
- (a) is under a statutory or contractual obligation of confidentiality;
 - (b) is trained in Supplier's policies for handling Personal Data; and
 - (c) does not Process Personal Data except as instructed by Buyer, unless Applicable Law requires otherwise.
- 6.12 Data Security:**
- 6.12.1. As required by Applicable Privacy Law, Supplier will:
- (a) provide technical and organisational measures for a level of security appropriate to the risk presented by Processing taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing;
 - (b) comply with Supplier information security policies based on ISO / IEC 27001:2013;
 - (c) give Buyer all information, assistance, and co-operation it may reasonably require to comply with Applicable Privacy Law;
 - (d) notify Buyer without undue delay of any unauthorised access to Personal Data that results in loss or unauthorised disclosure of, or alteration to, Personal Data;
 - (e) provide reasonable assistance to Buyer in relation to any Personal Data breach notification that Buyer is required to make under Applicable Privacy Law; and
 - (f) when requested by Buyer and before any Processing, provide reasonable assistance with:
 - (i) carrying out a privacy impact assessment of the Services; and
 - (ii) consulting the relevant Privacy Authority regarding Processing activities related to the Services.
- 6.12.2. Further information on data security measures can be found at www.Supplier.com/business/Buyer-security.
- 6.13 Audits and Inspections:** If Buyer has a right of audit and inspection under Applicable Privacy Law, it agrees to act as follows:
- (a) Buyer may ask to review Supplier's security organisation, and the good practice and industry standards contained in Supplier's information security policies no more than once each calendar year, and any such review shall relate only to data protection compliance of the Services; and
 - (b) ensure its instructions comply with Applicable Privacy Law. Supplier will inform Buyer if it believes any Buyer instruction infringes Applicable Privacy Law or any confidentiality obligations.
- 6.14 Buyer Responsibilities:** Buyer accepts and agrees that they are responsible for:
- (a) reviewing the information Supplier makes available; and
 - (b) determining if the Services meet Buyer's requirements and legal obligations.
- 6.15 Onward Transfers out of the EEA and UK:** Supplier may onward transfer Personal Data to a country outside the European Economic Area, the UK or a country that has not been designated by the European Commission or Secretary of State in the UK as ensuring an adequate level of protection under Applicable Privacy Law, only if:
- (a) the data is transferred in line with the requirements under Applicable Privacy Law;
 - (b) the Processing or transfer does not put any Buyer in breach of Applicable Privacy Law; or

- (c) Applicable Law requires it. In this case, Supplier will inform Buyer of that legal requirement before Processing, unless prohibited by Applicable Law.

6.16 Law Enforcement: Supplier:

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

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

7. General Definitions

7.1 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.Supplier.co.uk/Acceptable-Use-Policy-Business , as updated by Supplier from time to time.
Buyer	the entity identified in the Call-Off Order Form as such.
Buyer Equipment	hardware, software or any other tangible material not supplied by Supplier that is used with or to access the Service. Any Equipment Buyer purchases from Supplier shall be considered to be Buyer Equipment once title has passed to the Buyer.
Buyer Group	Buyer and any company in which Buyer has the beneficial ownership of more than 50% of the issued share capital, or the legal power to direct the general management of the company in question, either at or after the date of this Agreement.
Buyer Site	as the context permits a Buyer’s premises (either owned by Buyer or a third party) which Supplier needs to access in order to deliver or install Equipment and/or to provide the Services or the location where the Services are to be provided, as set out in the Call-Off Order Form.
Charges	the charges or fees specified in this Agreement as payable by Buyer.
Consumer	means any natural person acting for purposes that are outside the person’s trade, business, craft or profession.
End Of Life	where Supplier or a manufacturer of Equipment declares that the type of Equipment is end-of-life (or otherwise stops marketing, selling or supporting it).
Equipment	hardware, Supplier Software, and any other tangible equipment (other than SIMs) supplied by, or on behalf of, Supplier to Buyer for use in receiving the Services. Equipment excludes Buyer Equipment.
European Union (EU)	an economic and political union of 27 countries, as may be updated from time to time. A full list of countries can be found here https://www.gov.uk/eu-eea .
GSM Gateway	any equipment containing a SIM which enables calls from a fixed network (landline) to be routed via a GSM link to a mobile network establishing a mobile-to-mobile (‘on-net’) call.

Incumbent Provider	a regulated operator who is authorised to provide a Service in a given country.
Intellectual Property Rights	(a) rights in, and in relation to, any patents, registered designs, design rights, trade marks, trade and business names (including all goodwill associated with any trade marks or trade and business names), copyright, moral rights, databases, domain names, topography rights and utility models, and includes the benefit of all registrations of, applications to register and the right to apply for registration of any of the foregoing items and all rights in the nature of any of the foregoing items, each for their full term (including any extensions or renewals) and wherever in the world enforceable; (b) rights in the nature of unfair competition rights and rights to sue for passing off; and (c) trade secrets, confidentiality know how, technical information and other proprietary rights.
Network	the communications network together with the equipment and premises that are connected to such network and which are used by Supplier to perform the Services.
Non-Recurring Charges	means One-Off Charges.
One-Off Charges	the Non-Recurring Charges payable by Buyer in relation to the Service and/or Equipment as described in the Buyer's Call-Off Order Form, and may include installation Charges for ports, access circuits and routers, charges for set up of Service Elements and configuration changes.
Party or Parties	Buyer and/or Supplier, as relevant.
Recovery Charge	any amount payable by Buyer for early termination or failure to meet commercial commitments as set out in this Agreement.
Service Element	the individual components of a Service (including optional service elements if applicable).
Service Specific Terms	the document(s) identified in this Agreement as the "Service Specific Terms" that set out information such as terms and conditions, specifications and technical information specific to a Service.
Service(s)	the services to be provided by Supplier or a Third Party Provider under this Agreement and as specified in this Agreement. Any reference to Service within this Agreement may be an individual Service or collectively all Services, as appropriate.
SIM	a "subscriber identity module" card is an integrated circuit, whether physical or embedded in a device (and then known as an eSIM Card), storing user specific data and provided by Supplier to allow use of equipment on the Network by Buyer.
Supplier	where used in these Service Terms or the Call-Off Contract means Vodafone.
Supplier Software	any Software supplied by Supplier or its licensors to Buyer (including Software embedded in any Equipment).
Technical Prerequisites	any requirements detailed in the Service Specific Terms or otherwise provided to Buyer in writing relating to a Service or Equipment including notification to upgrade.
Third Party Provider	a third party contracted directly or indirectly by either Supplier (including Vodafone Group) or Buyer that provides a Service, a Third Party Service or that provides a service that connects to a Service. Third Party Providers may include Incumbent Providers.
User	an individual end user of the Services who is approved by Buyer and who must be a permanent or temporary employee or sub-contractor of Buyer or an Additional Service Recipient unless otherwise specified in this Agreement.
User Details	a user name, password, or other access information used by a User to access the Service and/or Equipment.
UK	England, Wales, Scotland, Northern Ireland and adjacent islands (e.g. Isle of Wight) but excluding the Channel Islands and the Isle of Man.

Supplier	Vodafone Limited, registered number 01471587, and registered office Vodafone House, The Connection, Newbury, Berkshire RG14 2FN.
Vodafone Group	(a) Vodafone Group Plc, Vodafone Limited and any company in which Vodafone Group Plc owns (directly or indirectly) 15% or more of the issued share capital; and (b) any partner market listed on the “Where we are” page at http://www.Supplier.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.

7.2 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.

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

Agile Sprint Planning, Backlog Creation, and task tracking	the extract available from a software project tracking tool.
Application and Infrastructure Components Baseline Report	the report provided by Supplier, which includes analysis report of server and application utilisation levels, component interdependencies and software versioning analysis. This report is presented in Excel spreadsheets and PDF summary report formats.
Authority	those governments, agencies, and professional and regulatory authorities that supervise, regulate, investigate, or enforce Applicable Law.
Call-Off Contract	the legally binding agreement for the provision of Services made between a Buyer and Supplier including the completed Order.
Cloud Environment HLD	the level-level document that covers the following architecture: (i) Buyer non-functional requirements; (ii) describes the required cloud landing zones; (iii) finalises the application target state for IaaS compute and PaaS services, including the storage, cluster, HA & DR architecture, (iv) lists the organisational structure account view, (v) shows the landing zone artefacts, (vi) defines the default cloud tagged strategy, (vii) defines the cloud environment monitoring and reporting requirements
Cloud Readiness Assessment Service	the service provided by Supplier, which enables Buyer to establish a cloud adoption maturity baseline and identify potential scope of changes to their current IT application portfolio and technology landscape. This service is set out under separate terms and charged separately.
Cloud Security Review	the review activities to include: (i) review of network rules, (ii) review of user access rights, (iii) review of access groups and policies associated with services, (iv) checking all API/User accounts are logging as per the environmental setup, and (v) resolve configuration problems identified in security reviews.
Commercial Agreement	an agreement for purchase of Services signed by both Parties.
Complex Re-Build	the application migration service as specified in the statement of work

Deliverables	any deliverable, process or document to be provided by Supplier in accordance with the Extra Service Terms and as set out in the Statement of Work or the Call-Off Order Form.
Delivery Status Report	the weekly status report providing a summary of progress and activity against the project plan and presented as PowerPoint slide.
DevOp	a set of software development practices that combines software development (Dev) and information technology operations (Ops).
Due Diligence Report + Implementation Plan	the report provided to Buyer with shows output from a due diligence analysis comprising of current application state assessment, proposed modernisation approach, target state, implementation plan, implementation costs.
Environment Requirements	a review of the as-is estate for the applications in scope for the environment design and configuration and choosing an environment that meets the required target status, from best practise approached.
Extra Service Terms	the additional terms that apply to certain Service Elements ordered by Buyer
Formation Template for Creation of the IaaS instances and PaaS Services identified in the HLD	the activities to include: (i) deployment of the Paas components for the selecting landing zone, dev, test and prod, (ii) setting encryption keys for clouds key management service to use, (iii) configuration of the access policies, (iv) configuration of the tagging values, (v) configuration of the ACL and network rules for the service, (vi) adding the required storage points for the compute service and (vii) automatic testing scripts to check ports.
Formation Template for Landing Zone Creation	the activities to include: (i) setting up the VNET/VPC tiers for the environments, (ii) setting the default ACL and network rules, (iii) setting the default identity and access for accounts and (iv) setting the connectivity between the cloud and Buyer location.
Handover Session	the handover session lasting up to two (2) days to the application support provider for the modernised application, where the modernised application support options are discussed.
High Level Migration Plan	a high level migration plan including the location and specification of the target environment being used to migrate to. This will be signed-off with Buyer before migration execution. This plan will be presented in PowerPoint or Excel format.
Image Cloning - Execute	the application migration service as specified in the Statement of Work.
Image Cloning - Manage	the application migration service as specified in the Statement of Work
Integration and Systems Tested Code Bundle	the submission to Buyer provided code repository.
Man Days	the allotted number of days of man power based on a number of working hours in a day of work.
Medium Complex Re-Build	the application migration service as specified in the Statement of Work
Migration Cutover Runbook	the migration runbook documenting any pre-migration steps, migration and post migration steps to be performed by all parties involved for the specified migration event. Includes dress rehearsals, fix-forward and back-out planning and agreed governance and communications for the event
Migration Services	services that enable the Buyer to migrate a pre-defined set of applications to the cloud.
Migration sign off Reports	the reports produced during the cutover event under the direction of the cutover manager. These reports certify that migration is complete in line with the Migration Cutover Runbook.

OFFICIAL Level	the security classification attracting a level of security controls appropriate for managing the majority of information that is created or processed by the public sector. This includes routine business operations and services, some of which could have damaging consequences if lost, stolen or published in the media, but are not subject to a heightened risk profile. The relevant security controls are further detailed in the Government guidelines, which can be found here: https://www.gov.uk/government/publications/government-security-classifications .
Operational Documents	documentation produced by Supplier in respect of this Service, including definitions of information required from Buyer such as data templates, tooling, hosting and access details, meeting structures and specific roles.
Path to Cloud – Application Analysis Report	the report provided by Supplier or its subcontractors, which defines the top down scope, approach and target migration or modernisation state analysis for each of the applications identified within scope for analysis. This report is presented in PDF format and in English language only.
Physical Data Model and DB Scripts	a representation of a data design as implemented, or intended to be implemented, in a database management system and database scripts to automate common tasks.
Proof of Technology or Prototype	the optional service element, which builds a component of the target application state with the objective of quickly validating the approach and confirming the implementation plan and costs.
Service API Specification	the software application programming interface specification provided as documentation
Simple Re-Build	the application migration service as specified in the Statement of Work.
Specified Period	a period of not less two (2) weeks and not longer than ten (10) weeks.
Statement of Work	the document prepared for Buyer by Supplier providing details of the Service Element, if applicable
Technical Solution Document	the document setting out the requirements for application remediation associated with any re-factoring or re-platforming, the approach to data migration, the approach to application integration, and target cloud requirements in terms of CSP patterns and services. This document is presented in a PDF format.
Third Party Resources	Third Party Provider facilities, software, hardware or other resource.
Unit, Integration and System Test Cases and Scripts	the test case and scripts presented in PDF and text (.sql) or JSON documents.
Unit, Integration and System Test Results	the extract available from provided test management tool.

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

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

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