

Service Specific Terms



Cloud Storage Service

Enterprise Customers

1. The Service – Overview

- 1.1 The Cloud Storage Service (the “**Cloud Storage Service**”) is a secure, globally accessible “storage as a service” Platform. The term “**Service**” or “**Services**” in these Service Specific Terms means the Cloud Storage Service.

2. Service Term Structure

- 2.1 These Service Specific Terms include:

- (a) the service specification, which sets out a description of the Service, including optional Service Elements and complementary Services (where applicable) and may be updated from time to time (the “**Service Specification**”);
- (b) the service levels which set out the standards that will be applied to the provision of the Service (the “**Service Levels**”);
- (c) the Mandatory Accompanying Services; and
- (d) the Third Party Provider’s User License Terms.

- 2.2 The following documents further govern Vodafone’s supply of the Service and form part of the Agreement, applying in the order of precedence set out in the General Terms:

- (a) the Commercial Terms;
- (b) the General Terms;
- (c) the Fixed Service Terms set out at www.vodafone.co.uk/terms;
- (d) the Mobility Service Terms set out at www.vodafone.co.uk/terms;
- (e) the Order, which confirms the Service Elements selected by/for Customer; and
- (f) any applicable policies and guidelines, as provided from time to time by Vodafone.

3. Service and Equipment

- 3.1 Customer may choose one of the three classes of Cloud Storage Service: Bronze, Silver and Gold.

- (a) Bronze service is unprotected and data is stored in one location on non-resilient discs;
- (b) Silver has local protection and data is stored in one location on resilient discs; and
- (c) Gold offers remote replication where data is stored in two locations on resilient discs.

- 3.2 The Service excludes the following:

- (a) support services (both on-site and remote) for any third-party applications, including those offered as an optional Service Element, save as provided for in the Commercial Terms and/or Order; or
- (b) management of Customer’s LAN/WAN, internet or other connectivity at Customer Sites (regardless of whether this is provided by Vodafone or a Third Party Provider).

- 3.3 The Service comprises required core Service Elements and may also include optional Service Elements selected by Customer, both of which shall be set out in the Commercial Terms and/or Order.

- 3.4 Equipment relevant to this Service (if applicable) will be set out in the Commercial Terms and/or Order. The Commercial Terms and/or Order will also identify which Equipment, if any, Vodafone will supply to the Customer and which of such Equipment will be purchased by Customer. Associated Charges shall be set out in the Commercial Terms and/or Order.

4. Service Specific Conditions of Use

- 4.1 Vodafone will support, maintain, upgrade and/or replace Fixed Equipment as required for Service performance (“**Maintenance**”). Vodafone will provide Customer with reasonable advance notice of any Maintenance

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activities that will require Customer cooperation. Customer agrees to cooperate with Vodafone in its performance of Maintenance. If Customer fails to do so, Vodafone is not responsible for Service performance related to Equipment that requires Maintenance.

4.2 Loss of Data:

- (a) Customer will be fully responsible for any loss of data caused by the installation and operation of any third-party application or optional Service Element, except where such optional Service Element is fully managed by Vodafone.
- (b) If Customer orders the Bronze class of service, because this offers a single point of failure, it is possible that loss of data may occur. Vodafone shall have no liability for loss of data in this circumstance.

5. Service Change Request Procedure

5.1 Customer may propose a change to the Service by written request. Upon agreement, the Parties must authorise the change in the form of an Order or other written amendment to the Agreement (a “**Change Order**”). Vodafone has no obligation to commence work in connection with a change until a Change Order is executed by the Parties.

6. Data Protection

6.1 Vodafone is acting as Data Processor for this Service therefore the following clauses shall apply:

6.2 Vodafone (and their subcontractors):

- (a) may Process User Personal Data for: (i) provision and monitoring of the Service; or (ii) any other purpose agreed between the parties subject to Customer’s prior written consent. Additional instructions require prior written agreement and may be subject to Charges. Customer shall ensure that its instructions comply with Applicable Laws.
- (b) may use User Personal Data to create statistical data and information about service usage and devices that does not identify a User.
- (c) may engage another processor (a “Sub-Processor”) to carry out processing activities in the provision of the Services or to fulfil certain obligations of Vodafone under the Agreement. Vodafone shall inform the Customer of changes to Sub-Processors where Vodafone is required by Applicable Privacy Law, by (a) providing at least ten (10) Working Days’ prior notice, or (b) listing the new or replacement Sub-Processor on www.vodafone.co.uk at least ten (10) Working Days before Vodafone authorises and permits the new or replacement Sub-Processor access to User Personal Data, in order to give the Customer the opportunity to reasonably object to such changes. Vodafone will enter into a contract or other legal act with the Sub-Processor and will impose upon the Sub-Processor substantially the same legal obligations as under this Clause 6 to the extent required by Applicable Privacy Law and that the Sub-Processor is carrying out the relevant processing activities. Vodafone shall remain liable to the Customer for the performance of that Sub-Processor’s obligations.
- (d) may retain the User Personal Data for as long as is required to deliver the Service and shall destroy or return (at Customer’s option) User Personal Data in its possession upon termination of the Agreement, save where Customer opts for Vodafone to retain User Personal Data subject to a new hosting agreement.
- (e) shall limit access to User Personal Data to those necessary to meet Vodafone’s obligations in relation to the Service and take reasonable steps to ensure that they: (i) are under an appropriate statutory obligation of confidentiality; (ii) are trained in Vodafone’s policies relating to handling User Personal Data; and (iii) do not process User Personal Data except in accordance with the Customer’s instructions unless required to do so by Applicable Law.
- (f) shall (i) provide appropriate technical and organisational measures for a level of security appropriate to the risks that are presented by Processing; and (ii) comply with the security requirements contained in the Vodafone information security policies based on ISO 27001;
- (g) shall (i) provide Customer with such information, assistance and co-operation as Customer may reasonably require to establish compliance with Applicable Privacy Law including any personal data



breach notification; (ii) without undue delay, notify Customer of any unauthorised access to User Personal Data of which Vodafone becomes aware, which results in loss, unauthorised disclosure or alteration to the User Personal Data; and (iii) where required by Applicable Privacy Law and requested by the Customer (prior to the processing), provide the Customer with reasonable assistance to carry out a privacy impact assessment of the Services and any prior consultation of the relevant supervisory authority.

- 6.3 **Audit:** Customer shall with respect to any right of audit, including inspections, which they may have under Applicable Privacy Law relating to data protection, agree to exercise such right as follows: (a) no more than once per annum following the Agreement Start Date, request to meet (on a mutually acceptable date) with one or more senior representatives of Vodafone's security and/or audit department to review Vodafone's security organisation and the best practice and industry standards which Vodafone meets or to which it aspires, including, without limitation, ISO 27001 (or equivalent), provided that such audit shall relate to the Services only. If the Transfer Contract Clauses apply the model contract clauses set out in the European Commission's Decision of 5 February 2010 on standard contractual clauses for the transfer of Personal Data to data-processors established in third countries, under the Directive 95/46/EC on the protection of individuals with regard to the processing of personal data and on the free movement of such data as may be amended or replaced by the European Commission from time to time), nothing in this clause 6.3 amends or varies those standard clauses nor affects any data subject or supervisory authority's rights under those clauses; and (b) be responsible for reviewing the information made available by Vodafone and making an independent determination if the Services meet the Customer's requirements and legal obligations as well as its obligations under this Clause 6.
- 6.4 **Transfer of User Personal Data out of the EEA:** Vodafone may transfer User Personal Data to countries outside the European Economic Area only to the extent that (i) User Personal Data is transferred on terms substantially in accordance with the Transfer Contract Clauses for the transfer of Personal Data to processors established in third countries; (ii) that the transfer of User Personal Data does not put any member of Customer Group in breach of its obligations under Applicable Privacy Law; or (iii) it is required to do so by Union or Member State law to which it is subject; in such a case, Vodafone shall inform the Customer of that legal requirement before processing, unless that law prohibits such information.
- 6.5 **Law enforcement authorities:** Vodafone: (i) may receive legally binding demands from a law enforcement authority for the disclosure of, or other assistance in respect of, User Personal Data, or be required by Applicable Law to disclose User Personal Data to persons other than Customer; (ii) will not be in breach of its obligation to Customer in complying with such obligations to the extent legally bound; and (iii) shall notify Customer as soon as reasonably possible of any such demand, unless otherwise prohibited.
- 6.6 **Enquiries from Users:** Vodafone shall, where the Customer is required under Applicable Privacy Law to respond to enquiries or communications (including subject access requests) from Users and taking into account the nature of the processing (i) without undue delay, pass on to Customer any enquiries or communications (including subject access requests) that Vodafone receives from Users relating to their User Personal Data or its Processing; and (ii) assist the Customer by appropriate technical and organisational measures, insofar as this is possible in the Customer's fulfilment of those obligations under Applicable Privacy Law.
- 6.7 **Addition of Sub-Processor**
- (a) Vodafone will appoint IBM Limited (UK) and its group companies ("IBM") as Vodafone's Sub-Processor of personal data for the Service, effective on or about 1 April 2019.
 - (b) Vodafone has entered into an agreement with IBM that imposes upon IBM the same legal obligations for data processing activities as provided in the Agreement. Vodafone has put in place appropriate technical and organisational measures to allow for continuous protection and security of personal data. Any transfer of personal data from Vodafone to IBM shall be undertaken in compliance with Applicable Privacy Law.
 - (c) The Customer is deemed to have provided its prior specific authorisation for Vodafone to engage IBM as a Sub-Processor in satisfaction of Article 28(2) of the GDPR without the requirement for any further notification or obligations to be placed upon Vodafone.

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7. Termination

7.1 In addition to clause 16.5 of the General Terms:

- (a) It is Customer's sole responsibility to remove all of their data from the Platform and Vodafone shall have no liability whatsoever for any of Customers data that remains on the Platform once Customer has notified Vodafone that Customer wishes to terminate the Service.
- (b) Vodafone will close Customer's account and remove any remaining data from the Platform 30 days from the date on which Customer notifies Vodafone that they wish to terminate the Service. Vodafone will notify Customer of the date that the Service and any remaining data will be removed.

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Service Specification

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[SERVICE SPECIFICATION IS AVAILABLE ON REQUEST]

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Service Levels

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1. General Support Service Terms

- 1.1 Vodafone will provide Customer with support for the Service Elements ordered by Customer (“**Support Service**”).
- 1.2 Support Service is available in English only.
- 1.3 Support Service is available as shown below:

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

- 1.4 Incidents may be reported at any time during the Service Cover Period; however, Incident resolution will only occur during Working Hours for Priority Level 3 and 4 Incidents.
- 1.5 Customer must appoint primary and secondary points of contact responsible for accessing the Support Service and communicating with Vodafone during the relevant Service Cover Period. Customer will inform Vodafone and keep Vodafone up to date with the appointed individuals’ identity and level of access.
- 1.6 Customer will: (a) reimburse Vodafone for reasonable expenses associated with a Customer Site visit or for other actions taken when Customer has reported an Incident caused by an Excluded Event; and (b) permit Vodafone to interrupt the Service at the Customer Site to resolve a Priority Level 1 or 2 Incident (or the Incident will be downgraded to a Priority Level 3 Incident).
- 1.7 Vodafone may temporarily interrupt the Service to carry out Planned Works. Vodafone will notify Customer in advance of any Planned Works. “**Planned Works**” means planned Vodafone-initiated changes to the Service or Equipment (for example, to carry out essential maintenance or upgrades).
- 1.8 Customer will be responsible for notifying their Users, customers or Third Party Providers of any Planned Works.

2. General Service Level Terms

- 2.1 Service Levels and Service Credit terms apply from the Service Commencement Date depending on the Service Level measure, unless stated otherwise.
- 2.2 The Service Levels do not apply to Incidents caused by or connected to an Excluded Event.

3. Service Availability

- 3.1 The Availability of the Service will be measured as the percentage of time that the storage element of the Service is available in a Monthly Measurement Period.
- 3.2 **Calculation:** Percentage Availability is calculated as: $[(A - B)/A] \times 100$. “**A**” equals the number of whole seconds in the Monthly Measurement Period. “**B**” equals the number of whole seconds when the Service is Unavailable in the Monthly Measurement Period.
- 3.3 **Service Levels:** The following Availability Service Levels apply:

Service Type	Class	Service Availability (Percentage or P)
Storage element	Bronze	97%
	Silver	99.9%
	Gold	100%
Cloud Storage Service Portal	N/A	99%

- 3.4 This Service Level is measured from the Equipment at the edge of the Platform.



Service Levels

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- 3.5 If Customer has a Direct Data Centre Connection only, this Service Level shall only apply if Customer has a minimum of two redundant connections to the Platform at a single Customer Site.
- 3.6 Service Levels do not apply to any optional Service Element.

4. Priority of Incidents

- 4.1 The following Priority Level definitions apply to the Service:

Priority Level	Priority Level definitions
1	Total loss of Service
2	Service not performing in accordance with the Service Levels
3	Issue that materially affects the use of the Service that is not a Priority Level 1 or Priority Level 2 issue
4	Issue that does not materially affect the use of the Service

5. Incident Resolution Times

- 5.1 The Incident Resolution Time is calculated as the number of whole hours between the time Vodafone issues a Trouble Ticket and the time Vodafone confirms to Customer that the Incident is resolved.
- 5.2 When calculating the Incident Resolution Time, any time taken (i) to restore data from backup or (ii) for Customer to carry out any of Customer obligations is excluded.

Priority Level	Incident Resolution Time
1	4 hours
2	4 hours
3	48 hours
4	n/a

6. Service Credit

6.1 Service Credit for Availability

- (a) The Service Credit is a percentage of the Monthly Usage Charge for the affected storage element of the Service during the Measurement Period. The following Service Credit applies to the Availability Service Levels:

Difference in actual Availability % versus Service Level in the Measurement Period	Service Credit Percentage
Bronze	No Service Credit
Silver Gold	For each 1% below the availability target (P), 1% of Service Credits

- (b) A Service Credit cap of 10% of the Monthly Usage Charge for affected storage element of the Service Credit Customer may claim for this Service Level per Monthly Measurement Period.

6.2 Service Credit Terms

- (a) Customer must claim Service Credit via its Vodafone account manager within 30 days of the end of the Monthly Measurement Period. Service Credit will be applied to Customer's next bill after agreement that Service Credit is due if Vodafone determines Service Credits are payable.

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- (b) Service Credits do not apply to any Incident connected to: (a) any Excluded Event and/or (b) intermittent Incidents that do not prevent the use of the Service. If one Incident causes a failure of two or more Service Levels, only the greater Service Credit amount of the Service Levels is payable.
- (c) The Service Credits as set out in these Service Specific Terms are Customer's sole and exclusive remedy against Vodafone for any failure in Service performance. Service Credit may only be applied to Charges for the Service and have no cash value.

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Mandatory Accompanying Services



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1. Mandatory Accompanying Services

- 1.1 In order to receive the Service, Customer must purchase (or already have) from Vodafone and maintain one of the following Mandatory Accompanying Services:
 - (a) Wide Area Network (WAN) access via Customer's existing IP-VPN services; or
 - (b) hosting services in Vodafone's Gotts Road and/or Swindon data centres and have a Direct Data Centre Connection in either or both of those data centres; or
 - (c) Hosting Internet Access service; or
 - (d) internet access providing an internet connection into Customer Sites where Customer wishes to access the Service.
- 1.2 If Customer fails to purchase or maintain the Mandatory Accompanying Services, Vodafone may terminate the Service and charge Customer any applicable Recovery Charge.



Definitions

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The following definitions are applicable to the Services:

Availability	the percentage of time the Service is available for use in a Monthly Measurement Period.
Cloud Storage Service Portal	Customer management portal which allows the provision of storage, access credentials, Customer administrative user management and usage reporting.
Direct Data Centre Connection	a fibre or copper connection (depending on the distance and/or the data centre) between a customer solution and the Platform
Excluded Event	any of the following: (a) an Incident with another Vodafone service purchased under separate Service Specific Terms; (b) an Incident associated with non-Vodafone-supplied power, Customer Equipment, non-maintained structured cabling, internet outage, or other systems or networks not operated or provided by Vodafone (including an Incident relating to consumption of services over the internet); (c) an Incident caused by the negligence, act, or omission of Customer or a third-party not within Vodafone's direct control; (d) Customer's delay or non-performance of any of Customer obligations set out in the Agreement; (e) a fault in, or any other problem associated with the Vodafone MSP WAN (f) a Force Majeure event or Service suspension that is permitted under the Agreement; (g) a configuration change during implementation; and (h) deletion by Customer of its data from the Platform.
Hosting Internet Access	the Vodafone provided connectivity from Customer's equipment to the Vodafone global IP backbone and the public Internet.
Incident	an unplanned interruption to the Service, a reduction in the quality of a Service, or a failure of a Service configuration item.
Incident Management	the end-to-end management of Incidents by Vodafone.
Monthly Measurement Period	the period from the Service Commencement Date up to the end of the calendar month and then each calendar month thereafter (save for the last month that will end upon the termination date of the Service).
Network	the communications network, together with the equipment and premises that are connected to it, used by Vodafone and/or a Vodafone Group Company.
Platform	is the storage, systems, Cloud Storage Service Portal and processes that are used to provide the Cloud Storage Service. The demarcation for this Platform is the API presented for use by applications and the Cloud Storage Service Portal provided. The Platform does not encompass the network used by Customer to connect to the Platform.
Service Cover Period	As described in paragraph 1 of the Service Levels.
Service Credit(s)	the service credit payable by Vodafone to Customer in accordance with these Service Specific Terms.
Service Level(s)	the service levels that apply to the provision of the Service as set out in these Service Specific Terms.
Trouble Ticket	a record of an Incident with a unique reference allocated to it that is used for all subsequent updates and communications.
Unavailable	Customer cannot access the Platform Site to exchange data for reasons other than an Excluded Event.