

Service Terms

Integrated Managed Infrastructure for Public Cloud



Vodafone Business Customers

1. The Service – Overview

- 1.1 The Vodafone Integrated Managed Infrastructure (“IMI”) for Public Cloud service (the “IMI Service”) is a suite of managed services designed to provide management of Customer infrastructure deployed on Public Clouds (the “Service”). The Service includes foundation service governance and reporting, billing and subscription management and Public Cloud general environment management.

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**”). The specific Service Elements selected by Customer will be set out in the Commercial Terms and/or Order;
- 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;
 - (d) the Service Specification;
 - (e) the Statement of Work or the Order, which confirms the Service Elements selected by/for Customer;
 - (f) any other documents referenced as incorporated in these Service Terms; and
 - (g) any applicable policies and guidelines, as provided from time to time by Vodafone.
- 2.3 Notwithstanding any terms in any framework agreement between the Parties, if there are any conflicting terms in these Service Terms, the following order of precedence applies (highest level of precedence first): (a) the Commercial Terms; (b) the Service Terms; and (c) the General Terms or other framework agreement.

3. The Service

- 3.1 As part of the Integrated Managed Infrastructure for Public Cloud, Customer may purchase the following service optional Service Elements.:
- (i) Compute Managed Services
 - (ii) Network Managed Services
 - (iii) Storage Managed Services
 - (iv) PaaS Instances Managed Services
 - (v) Database Management Services
 - (vi) Middleware Management Services
 - (vii) Non-Standard Scope Activities

4. Service Specific Conditions of Use

- 4.1 **Security Requirements:** When Vodafone notifies the Customer of additional security measures that are necessary for the Onboarding Activities and provision of the Service, Customer agrees to promptly implement such security requirements.
- 4.2 **Account Subscription Details:** Customer agrees to provide Vodafone with account and/or Business Support Subscription details and add the nominated Vodafone representative to Customer’s Business Support Subscription for all Public Cloud Solutions for the purpose of the Onboarding Activities and provision of the Service.

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5. Third Party Claims

- 5.1 Customer agrees to reimburse Vodafone for all liabilities, costs, expenses, damages and losses incurred by Vodafone arising out of or in connection with any claim made against Vodafone or its subcontractors by a third party arising out of or in connection with Customer's failure to obtain third party licences or approvals for Third Party Provider facilities, software, hardware or resource used in connection with provision of the Service. This provision is not subject to the liability cap in the General Terms.

6. Data Protection

- 6.1 Vodafone shall act as Data Controller save:

(a) in respect of any Customer Data processed by Vodafone on behalf of Customer; (the "Processor Services").

- 6.2 Vodafone shall act as Data Processor in respect of the Processor Services. The remainder of this clause 6 shall apply only in respect of the Processor Services.

- 6.3 Customer shall ensure that it has all necessary authorisations and consents from individual data subjects, work councils and relevant authorities as required under Applicable Law in relation to that Processing before Vodafone commences the Processing.

- 6.4 Vodafone (and their subcontractors):

(a) may Process Customer 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. As between the parties, the Customer is responsible for the lawfulness of its instructions to Vodafone concerning the Processing of Personal Data. Vodafone will not comply with Customer's instructions until Customer has modified or confirmed the lawfulness of the instruction, or the instruction has, in writing, been amended to make it lawful or possible for Vodafone to comply. The parties acknowledge and agree that Vodafone shall be entitled to a reasonable reimbursement of any proper costs, which Vodafone may incur in excess of those accounted for as part of the Services, Vodafone's standard compliance with Data Protection Legislation or what has already been accounted for in accordance with Customer's Service related instructions, such charges to be set forth in a quote and agreed in writing by the parties, or set forth in an applicable amendment agreement.

(b) may use Customer 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 (i) providing at least ten (10) Working Days' prior notice, or (ii) listing the new or replacement Sub-Processor on <https://www.vodafone.co.uk/terms-and-conditions/> at least ten (10) Working Days before Vodafone authorises and permits the new or replacement Sub-Processor access to Customer 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 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 Customer Data for as long as is required to deliver the Service and shall destroy or return (at Customer's option) Customer Data in its possession upon termination of the Agreement, save where Customer opts for Vodafone to retain Customer Data subject to a new hosting agreement.

(e) shall limit access to Customer 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 Customer Data; and (iii) do not process Customer Data except in accordance with the Customer's instructions unless required to do so by Applicable Law.



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- (f) shall (i) provide appropriate technical and organizational 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 Customer Data of which Vodafone becomes aware, which results in loss, unauthorised disclosure or alteration to the Customer Data; and (iii) where required by Applicable Privacy Law and requested by the Customer (prior to the processing), provide the Customer reasonable assistance to carry out a privacy impact assessment of the Services and any prior consultation of the relevant supervisory authority.
- 6.5 **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 organization 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 6.5 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 **Transfer of Customer Data out of the EEA:** Vodafone may transfer Customer Data to countries outside the European Economic Area only to the extent that (i) Customer 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 Customer 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.
- 6.7 **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, Customer Data, or be required by Applicable Law to disclose Customer 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; (iii) may provide Customer's basic contact information to a law enforcement agency in an attempt to redirect the law enforcement agency to request that data directly from Customer and (iv) shall give Customer reasonable notice of the demand unless otherwise prohibited.
- 6.8 **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 (at Vodafone's discretion) redirect the data subject to make its request directly to the Customer or pass on to Customer any enquiries or communications (including subject access requests) that Vodafone receives from Users relating to their Customer Data or its Processing; and (ii) assist the Customer by appropriate technical and organizational measures, insofar as this is possible in the Customer's fulfilment of those obligations under Applicable Privacy Law.
- 6.9 **Independent Determination:** Customer is solely responsible for reviewing the information made available by Vodafone relating to data security and making an independent determination as to whether the Services meet Customer's requirements and legal obligations as well as Customer's obligations under this Agreement. Customer confirms that the technical and organisational measures provide an appropriate level of protection for the Personal Data taking into account the risks associated with the Processing of Personal Data.

Details of Data Processing: The Parties acknowledge and agree that Vodafone has no visibility or control of the Customer Data uploaded to the Service through the Customer's use of the Service. Customer shall maintain a

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record of processing detailing the following: list of categories of Data Subjects, types of Personal Data (including any special or sensitive categories of Personal Data), security categories for all data being processed and the processing activities of Customer. Customer shall make the record of processing available to Vodafone without undue delay upon Vodafone's written request.

- 6.10 **Interpretation and Definitions:** in this clause 6, any reference to "Vodafone may" is deemed to constitute: (a) a specific acknowledgement and authorisation on the part of Customer as required by Applicable Privacy Law; and (b) permission for Vodafone's lawfully appointed sub-processors to do likewise (for whose acts and omissions Vodafone remains responsible).

7. Non-Standard Scope Activities

- 7.1 Customer acknowledges the following activities do not form part of the Service and are non-standard scope activities: (i) privilege ID monitoring and security log monitoring; (ii) management and validation of Customer owned IDs; (iii) advanced security services like vulnerability scanning, malware defence, intrusion detection/prevention; (iv) proactive patching without an a formal written request by Customer for a Service Element (v) validation of backed up data and validation of restored data; (vi) physical security and portable storage media management (not feasible for remote support team); (vii) disaster recovery design and planning; (viii) unless otherwise stated in these Service Terms, regulatory compliance such as FFIEC, HIPPA, PCI DSS, GXP, SSAE16/18 etc; (ix) Integrated Managed Infrastructure for Public Cloud Services in China.
- 7.2 Customer may order non-standard scope activities, if available, under a separate contract.

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1. Support Services

1.1 **Support Service:** Vodafone will provide Customer with support service for the Service Elements ordered by Customer.

1.2 **Support Parameters:** Support Service is available in English only. Support Service is available as shown below:

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

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.

1.3 **Contact:** 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.

1.4 **Planned Works:** 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 maintenance or upgrades).

1.5 **Conditions:** 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 to resolve a Priority Level 1 or 2 Incident (or the Incident will be downgraded to a Priority Level 3 Incident).

2. Delivery

2.1 Vodafone will onboard the Customer via the Onboarding Activities. Customer agrees that Vodafone may establish new Onboarding Activities for Customer's use of the Services, including as Vodafone deems necessary for the optimal performance of the Services.

2.2 The Onboarding Activities will be provided during Working Hours unless specified otherwise on the Order. Customer may be required to provide access to Customer Sites outside Working Hours, which are subject to additional Charges and are notified to Customer in advance.

2.3 Vodafone is not responsible for any performance or non-performance issues with the Onboarding Activities caused by the Customer responsibilities in the Project Plan or Customer failing to comply with the Customer responsibilities in the Project Plan. If Customer fails to provision or maintain the Customer responsibilities in the Project Plan, Vodafone may terminate the Service and apply a Recovery Charge.

2.4 **Service Ready Date:** Vodafone will notify Customer when it has completed the Onboarding Services and that Customer is onboarded onto the Service ("**Service Ready Date**").

2.5 **Agreed Delivery Date:** After the Service Ready Date, Vodafone will provide Customer with the delivery date of a Service Element ("Agreed Delivery Date") and use reasonable endeavours to deliver the Service Element by the Agreed Delivery Date. If Customer requests a change before delivery of the Service Element, Vodafone will either adjust or cancel the applicable Order subject to any Recovery Charge and/or amend the Agreed Delivery Date, as applicable.

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- 2.6 **Service Commencement Date:** Vodafone will make each Service Element available to Customer and notify Customer that the Service Element is ready for use (“**Service Commencement Date**”).
- 2.7 **Correction:** Customer must notify Vodafone within 5 Working Days of the Service Commencement Date if the Service is not available for use and provide sufficient supporting details. Upon receipt of notification, Vodafone will take reasonable action to commence service delivery.

3. Priority of Incidents

3.1 The following Priority Level examples apply to the Service:

Priority Level	Priority Level examples
1	Critical or Major: An Incident that results in a critical business impact to Customer, assigned where (i) Customer experiences a complete or substantial loss of Service, (ii) a mission critical business process is not working, (iii) where no delay for resolution is accepted (impact on Services or is causing revenue leakage), or (iv) total loss of one or more Service Elements that results in the Services being unavailable.
2	Significant: An Incident that results in some business impact, assigned where (i) a defect results in a critical business impact, but can be circumvented, (ii) certain functions within the software are disabled, but the business process remains operable, or (iii) degradation of Service. Example: Intermittent fault or substantial degradation of one or more of the Service Elements that substantially impacts the Service.
3	Standard: An Incident that results in a minimal business impact, assigned where Customer experiences no loss of Service and the Incident has no significant effect on the usability of the infrastructure, or the Incident materially affects the use of the Services, that is not a Priority 1 or 2 Incident such as a loss of a second site, failure of one or more resilient items of Customer Equipment, failure of a feature of non-resilient Customer Equipment e.g. power supply failure in a server.
4	Low: All other Incidents that do not materially affect the use of the Service not covered within the above (low impact on business and less urgency on fixing the Incident).

4. Incident Resolution Times

4.1 **For a Priority Level 1 or 2 Incident,** the Incident Resolution Time is calculated as the number of whole hours between the time Vodafone issues a Unique Identifier and the time Vodafone issues a Closure Notification for the Incident.

Priority Level	Incident Resolution Target Time
1	4 hours

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2	8 Working Hours
3	48 Working Hours
4	No measure

5. SERVICE CREDIT FOR INCIDENT RESOLUTION

5.1 Service Credit

- (a) Customer is entitled to a Service Credit where the Achieved Percentage does not meet or exceed the Incident Resolution Achieved Percentage in the Monthly Measurement Period as set forth below:

Type	Achieved Percentage
Incident Resolution	95%

- (b) **Achieved Percentage Calculation:** Achieved Percentage is calculated as $100\% \times \text{total number of Incidents resolved within Incident Resolution Target Time} / \text{total number of Incidents closed}$.
- (c) **Service Credit Calculation:** The amount of the Service Credit is calculated as $(A \times B)$ where "A" = 12.5% of the Monthly Recurring Charges for the month in which the failure occurred and "B" = 30%.

5.2 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.
- (b) Vodafone shall conduct an analysis to determine the cause of the failure that resulted in the Customer Service Credit claim ("**Service Failure Analysis**"). Customer shall provide all reasonable assistance to Vodafone when conducting the Service Failure Analysis. Service Credits do not apply to any Incident connected to any Excluded Event.
- (c) Service Credit will be applied to Customer's invoice after Vodafone reasonably determines that Service Credit is due.

Service Specification

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1. Introduction

- 1.1 The Vodafone Integrated Managed Infrastructure (IMI) for Public Cloud service (the “**IMI Service**”) provides a suite of services for the management of Customer infrastructure delivered through Public Cloud.

2. Service Features

- 2.1 The IMI Service offers Customer the option to select from varying service tiers which can be scaled up in line with their consumption.

FEATURES	DESCRIPTION
Managed Services for the Cloud World	The public cloud environments are managed in line with the cloud principles of automation, scalability and on demand consumption. Provide right operating model for IaaS and PaaS services.
Pre-integrated Cloud Ready Tooling	Service provides pre integrated tooling for various clouds, eliminating the need for investing in cloud specific management toolsets. It allows customers to scale up and scale down rapidly, to meet the actual cloud consumption demand.
Comprehensive Support for Cloud Services	Service provides operations support for popular cloud services, offering development to ensure support expansion for newer cloud services as they are released. It also provides support for Middleware and Databases on public clouds
Automation driven operations	Service provides automations for discovery and on-boarding to help rapidly stand up managed cloud environments. It also offers on-going automations for operations optimizations.
Skilled resources	As part of the Service Customers can access a pool of highly skilled, trained and certified resources on public cloud platforms as well as on-going engagements with cloud providers to enhance skills and capabilities on newer resources.
Consumption Driven Managed Services	The charging model allows Customers to pay for managed services based on consumption, rather than long term fixed commit contracts. This enables Customers to start small and scale up managed services, in line with cloud consumption.

Service Definitions

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The following definitions are applicable to the Services:

AWS	Amazon Web Services
Business Support Subscription	a minimum support subscription to enterprise support on AWS, or higher.
Closure Notification	notice of the changed status of an Incident or other event to closed, whether or not the Customer has actually received that notice
Customer Data	means the Personal Data that is processed by Vodafone on behalf of Customer in connection with the Services.
Excluded Event	an Incident caused by: (a) another Vodafone service purchased under a separate Customer Agreement; (b) non-Vodafone-supplied power, Customer Equipment, non-maintained structured cabling or other systems or networks not operated or provided by Vodafone (including an Incident relating to consumption of services over the internet); (c) 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 Customer Agreement; (e) resulting from a request by Customer for expedited delivery of the Service; (f) Customer's request to modify or test a Service Element; (g) a Force Majeure event or Service suspension that is permitted under the Customer Agreement; (h) the inability or refusal by a Third Party Provider to provide the Mandatory Accompanying Service; (i) a configuration change during implementation; (j) service failure at any other Customer Site; (k) known risks or defects which both Parties have previously agreed in writing to exist (e.g. where a version of software cannot be upgraded and no maintenance exists) and Vodafone has advised that this may result in an Incident; (l) denial of service attacks (DDoS), where DDOS mitigation services are not provided by Vodafone; (m) maintenance activity deferred by Customer against the advice of Vodafone for more than three attempts; and (n) capacity increase declined by Customer against the advice of the Vodafone.
Incident	an unplanned interruption to an IT service or reduction in the quality of an IT service. Failure of a configuration item that has not yet affected Service is also an Incident.
Incident Management	the end-to-end management of Incidents by Vodafone.
Monthly recurring Charges	the monthly charges specified in the Order.
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 Element).
OEM	the original manufacturer of the product/service.
Onboarding Activities	(a) the pre-Service delivery assessment, set up, connection, and other tasks required to implement the Services; and (b) for on-going Service delivery, the definition and compilation of operating procedures and documentation, all as set out in the Project Plan.

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Project Plan	the document agreed with Customer setting out the Onboarding Activities.
Public Cloud	the cloud services consumed by Customer on AWS public cloud.
Public Cloud Solution	either AWS public cloud product purchased by Customer and managed by Vodafone under the Customer Agreement.
Public Cloud Provider	AWS.
Service Catalogue	the catalogue that provides a detailed description of the activities performed as part of each Service Element. Vodafone reserves the right to update the Service Catalogue from time to time to optimise Service performance
Service Credit	the service credit payable by Vodafone to Customer in accordance with these Service Terms.
Service Level(s)	the service levels that apply to the provision of the Service as set out in these Service Terms.
Service Request	a formal communication from Customer for the provision of a Service change, information, advice or access to the Service.
Third Party Resources	Third Party Provider facilities, software, hardware or other resource
Unique Identifier	the unique reference key given to the Customer by Vodafone, once Vodafone has logged an Incident or another event.