

# Service Specific Terms



## Professional Services and Extra Services

Vodafone Business Customers

### 1. The Service – Overview

1.1 The Vodafone Professional Services service (the “**Professional Services**”) provides technical and business consultants with practical technical and business experience to produce Deliverables specific to Customer's requirements.

### 2. Service Term Structure

2.1 These Service Specific Terms includes:

- (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 Extra Service Terms;
- (e) the Service Specification;
- (f) the Statement of Work or the Order, which confirms the Service Elements selected by/for Customer;
- (g) any other documents referenced as incorporated in these Service Terms; and
- (h) any applicable policies and guidelines, as provided from time to time by Vodafone.

### 3. The Service

3.1 The Service shall comprise of;

- (a) Core Service Elements; and
- (b) Additional Optional Service Elements (where selected)

Both Core Service Elements and Optional Service Elements select by the Customer shall be set out in the Commercial Terms and/or Order. The Service Specification summarises the Core Service Elements that are included in the base Charges, and the Optional Service Elements available for an extra charge.

### 4. Service Specific Conditions of Use

4.1 **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.

4.2 **Customer Prerequisites:** Customer 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 Customer personnel for the purposes of providing the required information to provision the Service.
- (c) Vodafone 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 Customer.

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- 4.3 **Third Party Claims:** 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 as set out in this Agreement or as notified to Customer. This provision is not subject to the liability cap in the General Terms.

## 5. Data Protection

- 5.1 In respect of the Professional Services and Extra Services, Vodafone shall act as Data Controller save:
- (a) in respect of any Customer Data processed by Vodafone on behalf of Customer; (the "Processor Services").
- 5.2 Vodafone shall act as Data Processor in respect of the Processor Services. The remainder of this clause 5 shall apply only in respect of the Processor Services.
- 5.3 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.
- 5.4 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

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- process Customer Data except in accordance with the Customer's instructions unless required to do so by Applicable Law.
- (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.
- 5.5 **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 5.5 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.
- 5.6 **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.
- 5.7 **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.
- 5.8 **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.
- 5.9 **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

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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.

- 5.10 **Details of Data Processing:** Customer shall maintain a 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.
- 5.11 **Interpretation and Definitions:** in this clause 5, 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).

### 6. Delivery Services

- 6.1 **Delivery Date:** The delivery date for the Deliverables will be as specified in the Statement of Work or the Order.
- 6.2 Time shall not be of the essence for the performance of the Services.
- 6.3 **Acceptance:** Customer will be deemed to have accepted the Deliverables, unless Customer notifies Vodafone 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, Vodafone will take reasonable action to rectify such non-compliance and re-submit the Deliverables in accordance with the Statement of Work or the Order.
- 6.4 **Customer Delays:** If Customer's act or omission delays the agreed delivery date of the Services or the Deliverables, then Vodafone may invoice the Charges and charge Customer for its reasonable costs and expenses incurred as a result of such delay.

### 7. Completion

- 7.1 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 Order; and (b) delivery of the Deliverables to the Customer.



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### 1. The Service – Overview

- 1.1 These Extra Service Terms apply when Customer orders Cloud Readiness Assessment Services. The Service enables Customer to establish a cloud adoption maturity baseline and identify potential scope of changes to their current IT application portfolio and technology landscape. Within these Extra Service Terms, the term ‘**Service**’ means the Cloud Readiness Assessment Service.

### 2. Service Structure

- 2.1 These Extra Service Terms form part of the Service Terms for Professional Services when Customer orders the Cloud Readiness Assessment Services Service Option. If there is a conflict between them, these Extra Service Terms will supersede the Professional Service Terms, but only for the Cloud Readiness Assessment Services Service Option.

### 3. Extra Service Terms

- 3.1 The Service comprises core service elements (**‘Core Service Elements’**) and may also include optional service elements (**‘Optional Service Elements’**)

3.1.1 **Core Service Elements:** Vodafone or its subcontractors will:

- (a) conduct **Data Collection:** This includes the activities to collect data as part of the Service and includes conducting kick-off meeting, reviewing pre-existing documentation, preparing for data collection, setting up online data-collection process and briefing Customer teams as further detailed in the Operational Documents.
- (b) conduct **Cloud Maturity Evaluation:** This includes the activities to conduct the maturity evaluation as part of the Service and includes reviewing data collection inputs, preparing for workshop, conducting virtual workshops, conducting up to 3 virtual meetings for data clarification and insights as further detailed in the Operational Documents.
- (c) prepare and **Playback Analysis:** This includes the activities to prepare playback analysis to include conducting application/technology inventory analysis and potential for cloud, prepare findings and recommendation report and conducting one (1) playback meeting as further detailed in the Operational Documents.

3.1.2 **Optional Service Elements:** In connection with the Service, Customer may purchase the following Optional Service Elements subject to an additional charge as set out in the Order.

- (a) **Manual Analysis or Scope:** additional services for larger Customers requiring more manual analysis or scope.
- (b) **Support of Handover of Outputs:** Additional services to support the handover of the outputs to

### 4. Delivery

- 4.1 Vodafone or its subcontractors will provide the Service over an elapsed duration of up to two (2) weeks from the agreed Delivery Date unless otherwise stated in the Order.
- 4.2 Vodafone or its subcontractors will provide resources and subject matter expertise to conduct the Service activities remotely with a part-time project lead deployed on Customer Site as agreed in the Order.

### 5. Service Specific Conditions of Use

5.1 Customer shall fulfil the following (the **“Customer Prerequisites”**)

- 5.1.1 to receive the Service Customer must: (a) provide access to configuration management database data, where it exists, for the entire IT landscape to inform view of relative quality and robustness of Customer data needed for execution of activities as part of the Service, (b) provide and agree with Vodafone or its



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subcontractors: (i) the security requirements, (ii) the data access and control requirements and (iii) non-functional requirements (e.g. disaster recovery, availability, etc.)

### 6. Deliverables

6.1 Vodafone shall provide the following deliverable (“**Deliverable**”) to the Customer as part of the Service:

- (a) **Cloud Application Portfolio Readiness Report.** The report will be provided to the Customer in PDF format based on a word document. The report will be provided in the English language only.

# Professional Services

## Service Specification Cloud Readiness Assessment

Vodafone Business Customers



(Note: Service Specification available on request)



## Extra Service Terms Application Assessment

Vodafone Business Customers

### 1. The Service – Overview

- 1.1 These Extra Service Terms apply when Customer orders Application Assessment Services. This Service enables the Customer to evaluate the scope and approach for migrating a portfolio of applications to cloud computing by assessing a sample of up to 50 applications. For each assessed application, a target state definition and migration approach are created. Within these Extra Service Terms, the term ‘**Service**’ means the Application Assessment Service.

### 2. Service Structure

- 2.1 These Extra Service Terms form part of the Service Terms for the Professional Services when Customer orders Application Assessment Service Element. If there is a conflict between them, these Extra Service Terms will supersede the Professional Service Terms, but only for the Application Assessment Services Service Option.

### 3. Extra Service Terms

- 3.1 The Service comprises core service elements (**‘Core Service Elements’**) and may also include an optional service element (**‘Optional Service Elements’**).

3.1.1 **Core Service Elements:** Vodafone or its subcontractors will

- (a) Conduct **Application Discovery Analysis:** This includes the activities provided to conduct the application discovery analysis and includes review of the application, data and infrastructure scope under consideration for migration; preparing the Customer to conduct data collection; preparing and configuring tooling for application and infrastructure discovery of Customer’s environment; and assisting with data collection guidance and verifying data inputs as further detailed in the Operational Documents.
- (b) Conduct **Solution Analysis:** This includes the activities provided to conduct solution analysis per application to include performing assessment to identify cloud pattern, scope, target landing zones on cloud, complexity to migrate and guidance for wave plan; defining requirements for target state for the target application environment; and defining requirements for build, test, migrate and deploy activity as further detailed in the Operational Documents.
- (c) Prepare **Summary Analysis and Playback Report:** This includes the activities provided to perform the summary analysis and playback report to include performing architecture and security assessment of requirements; prepare a summary of migration approach and preliminary roadmap plan; preparing and providing the reporting; and playback the summary of the report to Customer contact points as further detailed in the Operational Documents.

3.1.2 **Optional Service Elements:** The following Optional Service Elements are also available subject to an additional charge as set out in the Order:

- (a) **Support of Handover of Outputs:** Additional services to support the handover of the outputs to Customer. .
- (b) **Large Scale Applications Assessment:** For applications assessment of greater than 50 applications. .
- (c) **Large or Complex Applications:** For large or complex applications (e.g. SAP, Oracle Modules) identified during the due diligence phase for each Customer. Such applications will be counted as at least two applications. .
- (d) **Automated Data Collection and Analytics:** This includes the activities provided to conduct the automated data collection and analytics and involves (i) conducting discovery preparation; (ii) conducting discovery analysis; (iii) and providing Customer with an application and infrastructure components baseline report as further detailed in the Operational Documents.

### 4. Project Lead

- 4.1 Vodafone will deploy a project lead on Customer’s nominated location(s) on a part time basis over a minimum two (2) week period and not to exceed a cap of ten (10) weeks, as determined by the number of applications within scope for analysis and agreed in the Order.



# Professional Services



## Extra Service Terms Application Assessment

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### 5. Delivery

- 5.1 Upon Customer request for Service, Vodafone will conduct a due diligence. Vodafone will verify that all the Parties can fulfil Customer expectations, scope criteria, dependencies and pre-requisites prior to commencement of the Service. When Vodafone verifies the fulfilments by the Parties, Vodafone will make the Service available to Customer or notify Customer that the Service is ready for commencement.
- 5.2 Vodafone will provide resources and subject matter expertise to conduct the Service activities primarily from a designated remote site with a part-time project lead deployed on Customer Site(s) for the Specified Period as agreed in the Order.

### 6. Service Specific Conditions of Use

- 6.1 Customer shall fulfil the following (the, “**Customer Prerequisites**”)
  - 6.1.1 **Service Initiation:** Prior to initiation of the Service, Customer must: (a) provide a report as a result of the Cloud Readiness Assessment Service, or a similar level of information of documented input; (b) confirm the scope of applications and agree to the estimated timeline of activity; (c) confirm data collection can be provided for mandatory data field; (d) assign Customer owners responsible for completing the mandatory level of data inputs and responding to clarification questions and; (e) inform Vodafone if there is an existing roadmap to proceed into the Migration Services.
  - 6.1.2 **Service Commencement:** Prior to the commencement of the Service, Customer must: (a) provide access to application, security and infrastructure subject matter experts who can assist in data completeness and insight validation for the applications being assessed, clarify application dependencies and requirements, any security related challenges, and dependencies at internal application code /schema level; (b) make available application documentation and, where available, regression test pack and testing strategy documentation ahead of delivery start date; (c) provide and agree with Vodafone the inputs for the following topics, prior to performing assessment activities: (i) security requirements, (ii) data access and control requirements; and (iii) non-functional requirements (e.g. disaster recovery, availability, etc); (d) provide sanitised information about the IT landscape that Vodafone will require in order to install the discovery software in Customer’s premise to gather inventory data; (e) provide remote site access, an infrastructure environment, and access rights (unless otherwise agreed with the Customer) to allow installation of tools, and discovery scripts for automated discovery as appropriate; and (f) complete baseline list of servers to be scanned and provide to Vodafone 5 (five) Working Days prior to discovery kick-off.
  - 6.1.3 **Auto Data Collection Analytics:** Where Customer has selected this Optional Service Element, Customer must assist in timely deployment of automatic data collection tools as agreed with the Customer and timely completion of pre-requisite needed to deliver the Service (i.e. access to tools servers, credentialed access (tools host and source hosts) and access to target servers by opening required ports to different firewalls etc). Tools need to be successfully deployed into the Customer’s environments before the services commence.

### 7. Deliverables

- 7.1 Vodafone shall provide the following Deliverables to the Customer as part of the Service:
  - (a) **Path to Cloud – Application Analysis Report**
- 7.2 Where Customer has selected the Automated Discovery and Analysis Optional Service Element, Vodafone shall also provide the following further deliverable to the Customer:
  - (a) **Application and Infrastructure Components Baseline Report**

# Professional Services

## Service Specification Application Assessment

Vodafone Business Customers



(Note: Service Specification available on request)

# Professional Services



## Extra Service Terms Services for Design and Configuration of cloud environments

Vodafone Business Customers

### 1. The Service – Overview

1.1 These Extra Service Terms apply when Customer orders the Service for Design and Configuration of Cloud Environments, The Service provides the Customer with a fully configured development, test and production cloud environment suitable for build and deployment of applications into private cloud or public cloud. Within these Extra Service Terms, the term '**Service**' means the Service for Design and Configuration of Cloud Environments.

### 2. Service Structure

2.1 These Extra Service Terms form part of the Service Terms for Professional Services when Customer orders the Service for Design and Configuration of Cloud Environments Service Option. If there is a conflict between them, these Extra Service Terms will supersede the Professional Service Terms, but only for the Services for Design & Configuration for Cloud Service Option.

### 3. Extra Service Terms

3.1 **Scope:** Customer will select the Service under one of the scopes below as set out in the Commercial Terms or in the Order.

(a) Standard Scope: Configuration based upon standard, native cloud service components.

(b) Non-Standard Scope: To include (i) active directory federation from Customer directory service into the cloud environment; (ii) additional landing zones; (iii) additional geographical regions for the environments; (iv) any direct connection peering (v) any market place services non-native; (vi) integration with IT service management tools or other third party products; (vii) manual or automatic updates to Configuration Management Database records; (viii) DevOp tooling or continuous integration / continuous delivery integration and; (ix) account billing for the cloud providers services.

3.2 **Support of Handover of Outputs:** Additional services to support the handover of the outputs to Customer is subject to an additional charge as set out in the Commercial Terms and/or Order.

### 4. Delivery

4.1 Vodafone or its subcontractors shall provide resources and subject matter expertise to conduct the Service either at a pre-agreed designated Customer location and/or remotely.

4.2 The Service will be provided over a period not exceeding four (4) weeks with a mixture of resources provided globally and locally as agreed in the Order.

### 5. Service Specific Conditions of Use

5.1 Customer shall fulfil the following (the, "**Customer Prerequisites**")

5.1.1 provide the Customer security policies and procedures with which Vodafone need to comply with when providing the Service;

5.1.2 provide and agree with Vodafone or its subcontractors the requirements for target cloud environment to enable configuration activities including: (i) cloud environment usage requirements, (ii) the security requirements, (iii) the data access and control requirements and (iv) non-functional requirements (e.g. disaster recovery, availability, etc.);

5.1.3 ensure all configuration components are accessible to Vodafone or its subcontractors (e.g. administration rights, etc) and;

5.1.4 have a method to access the cloud over the internet using a VPN appliance, which must be on the compatibility list of the cloud vendor.

# Professional Services



## Extra Service Terms Services for Design and Configuration of cloud environments

Vodafone Business Customers

5.2 Any inaccessible components are the responsibility of the Customer to configure.

### 6. Deliverables

6.1 Unless as otherwise stated in the Order, Vodafone shall provide the following Deliverables to the Customer as part of the Service:

- (a) Environment Requirements
- (b) Cloud Environment HLD
- (c) Formation Template for Landing Zone Creation
- (d) Formation Template for Creation of the IaaS instances and PaaS Services identified in the high level design ("HLD").
- (e) Cloud Security Review
- (f) Access to Minimum Viable Product Landing Zone; and
- (g) Delivery Status Report.

# Professional Services

## Service Specification Design and Configuration of cloud environments

Vodafone Business Customers



(Note: Service Specification available on request)



## Extra Service Terms Migration Services

Vodafone Business Customers

### 1. The Service – Overview

- 1.1 These Extra Service Terms apply when Customer orders Migration Services. These enable Customer to migrate pre-defined set of applications to the cloud with the key objectives or providing a structured plan and approach to migration and conducting migrations to target cloud environments. Within these Extra Service Terms, the term **'Service'** means the Migration Services.

### 2. Service Structure

- 2.1 These Extra Service Terms form part of the Service Terms for the Professional Services when Customer orders the Migration Services Service Option. If there is a conflict between them, these Extra Service Terms will supersede the Professional Service Terms, but only for the Migration Services Service Option.

### 3. Extra Service Terms

- 3.1 The Service comprises core service elements (**'Core Service Elements'**) and may also include optional service elements (**'Optional Service Elements'**).

3.1.1 **Core Service Elements:** Vodafone will:

- (a) Review and analyse the application and data scope for migration;
- (b) Define the application migration approach;
- (c) Define a target application environment and build specification;
- (d) Define the cutover runbook;
- (e) Conduct tools-driven migration by logical migration grouping;
- (f) Conduct testing; and
- (g) Conduct cutover.

3.1.2 **Optional Service Elements:** Customer may purchase the following Optional Service Elements:

- (a) Image Cloning – Execute
- (b) Image Cloning – Manage
- (c) Simple Re-Build
- (d) Medium Re-Build
- (e) Complex Re-Build

Optional Service Elements are subject to an additional charge as set out in the Order.

- 3.2 **Support of Handover of Outputs:** additional services to support the handover of the outputs to Customer is subject to an additional charge as set out in the Order.

### 4. Delivery

- 4.1 Vodafone or its subcontractors will provide resources and subject matter experts to conduct the service activities either at a pre-agreed designated Customer location and/or remotely.

### 5. Service Specific Conditions of Use

- 5.1 To receive the Service, Customer shall fulfil the following (the, **"Customer Prerequisites"**):

- 5.1.1 Provide a set of applications to migrate to cloud with application documentation sufficient to plan for migration.



## Extra Service Terms Migration Services

### Vodafone Business Customers

- 5.1.2 Provide and agree with Vodafone the requirements for target migration, prior to conducting build activities, including: (a) Data access and control requirements; and (b) Non-functional requirements (e.g. disaster recovery, availability, etc.).
- 5.1.3 Provide necessary licenses, where Customer requests specific tooling that is not part of Vodafone or its subcontractors cloud native standard migration toolset.
- 5.1.4 Define its security policies and procedures that Vodafone or its subcontractors will validate and work to. The core activities for migration does not include security analysis activity. Customer is responsible for providing documented security requirements that are sufficient for the migration team to conduct technical configurations.
- 5.1.5 Confirm there are no regulatory restrictions on migration staffing and location.
- 5.1.6 Provide an adequately supported infrastructure landing zone with network (IP Addresses) and required security infrastructure (e.g. firewall) at the target cloud environment.
- 5.1.7 Make available adequate network backbone connectivity between source and target environment with sufficient bandwidth (e.g. for shared pipe, 2X5 Gbps line) and throughput to support the scope of migration volume, and/or options for offline data transfer such as secure disk transfer including platform specific options (such as AWS Snowball, Azure Import/Export). If extra bandwidth is needed, Customer must provide this during replication migration volumes.
- 5.1.8 Define target cloud deployment architecture ahead of delivery start date.
- 5.1.9 Perform any required network transformation or security transformation before commencing migration. Vodafone or its subcontractor's migration factory will lead the change needed to open IP, firewall port etc.
- 5.1.10 Unless otherwise agreed, perform any required application code changes, remediation and configurations for third party commercial-off-the-shelf (COTS) applications required.
- 5.2 **Testers:** Customer must provide testers, test plans, etc. as testing applications that must be part of the Migration Services. Vodafone will provide a test manager who will advise Customer on the testing approach, prepare the test strategy and master test plan for the Customer, and coordinate and manage phases of testing.
- 5.3 **Test Cases:** Customer must provide baseline system, systems integration test, and user acceptance testing test cases that Vodafone need for smoke & data integrity testing. Vodafone will be responsible for data integrity and smoke testing.
- 5.4 **Remediation:** Customer must perform any required application remediation and/or any structural changes to the code necessary for the migration.
- 5.5 **Configuration Changes:** Customer must be responsible for business configuration changes at the target.

## 6. Deliverables

- 6.1 Vodafone shall provide the following Deliverables to the Customer:
  - (a) High Level Migration Plan
  - (b) Migration Sign off Reports
  - (c) Delivery Status Report
- 6.2 Where Customer has selected the Medium or Complex Re-Build Optional Service Element, Vodafone shall also provide the following further Deliverable to Customer:
  - (a) Technical Solution Document
  - (b) Migration Cutover Runbook

# Professional Services

## Service Specification Migration Services

Vodafone Business Customers



(Note: Service Specification available on request)





## Extra Service Terms Application Modernisation Service

Vodafone Business Customers

### 1. The Service – Overview

1.1 These Extra Service Terms apply when Customer orders Application Modernisation Services. This Service builds and tests target modernised application states on cloud and micro-services. Within these Extra Service Terms, the term **'Service'** means the Application Modernisation Services.

### 2. Service Structure

2.1 These Extra Service Terms form part of the Service Terms for the Professional Services when Customer orders Application Modernisation Services. If there is a conflict between them, these Extra Service Terms will supersede the Professional Service Terms, but only for the Application Modernisation Services Service Option.

### 3. Service Terms

3.1 The Service comprises core service elements (**'Core Service Elements'**) and may also include an optional service element (**'Optional Service Element'**).

3.1.1 **Core Service Elements:** Vodafone 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.

3.1.2 **Optional Service Elements:** Customer may request a Proof of Technology or Prototype as agreed between Vodafone and the Customer.

### 4. Delivery

4.1 Vodafone or its subcontractors will provide resources and subject matter experts to conduct the service activities either at a pre-agreed designated Customer location and/or remotely.

4.2 The Service will be provided over an elapsed duration as agreed in the Commercial Terms and/or Order.

4.3 Vodafone 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 Order.

### 5. Service Specific Conditions of Use

5.1 Customer shall fulfil the following (the, **"Customer Prerequisites"**)

5.1.11 provide and agree with Vodafone or its subcontractors prior to conducting modernisation activities: (i) security requirements (ii) data access and control requirements (iii) non-functional requirements (e.g. disaster recovery, availability, etc.);

5.1.12 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 Customer) (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;

5.1.13 provide infrastructure installation, provisioning and configuration as agreed for the purposes of delivering this Service; and

5.1.14 provide data migration activities as agreed for the purposes of delivering this Service.

### 6. Deliverables

6.1 Unless otherwise stated in the Order, Vodafone shall provide the following Deliverables to the Customer:

# Professional Services

## Extra Service Terms Application Modernisation Service



### Vodafone Business Customers

- (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
- 6.2 Where Customer has requested select a Proof of Technology or Prototype, Vodafone shall also provide the following further deliverable: **Proof of Technology** or **Prototype**.

# Professional Services

## Service Specification Application Modernisation Service

Vodafone Business Customers



(Note: Service Specification available on request)



## Definitions

Vodafone Business Customers

The following definitions are applicable to the Services:

<b>Agile Sprint Planning, Backlog Creation, and task tracking</b>	the extract available from a software project tracking tool.
<b>Application and Infrastructure Components Baseline Report</b>	the report provided by Vodafone, 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.
<b>Authority</b>	those governments, agencies, and professional and regulatory authorities that supervise, regulate, investigate, or enforce Applicable Law.
<b>Cloud Environment HLD</b>	the level-level document that covers the following architecture: (i) Customer 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
<b>Cloud Readiness Assessment Service</b>	the service provided by Vodafone, which enables Customer 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.
<b>Cloud Security Review</b>	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.
<b>Commercial Agreement</b>	an agreement for purchase of Services signed by both Parties.
<b>Complex Re-Build</b>	the application migration service as specified in the statement of work
<b>Customer Data</b>	means the Personal Data that is processed by Vodafone on behalf of Customer in connection with the Services.
<b>Deliverables</b>	any deliverable, process or document to be provided by Vodafone in accordance with the Extra Service Terms and as set out in the Statement of Work or the Order.
<b>Delivery Status Report</b>	the weekly status report providing a summary of progress and activity against the project plan and presented as PowerPoint slide.
<b>DevOp</b>	a set of software development practices that combines software development (Dev) and information technology operations (Ops).
<b>Due Diligence Report + Implementation Plan</b>	the report provided to Customer with shows output from a due diligence analysis comprising of current application state assessment, proposed modernisation approach, target state, implementation plan, implementation costs.
<b>Environment Requirements</b>	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.



## Definitions

### Vodafone Business Customers

<b>Extra Service Terms</b>	the additional terms that apply to certain Service Elements ordered by Customer
<b>Formation Template for Creation of the IaaS instances and PaaS Services identified in the HLD</b>	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.
<b>Formation Template for Landing Zone Creation</b>	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 Customer location.
<b>Handover Session</b>	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.
<b>High Level Migration Plan</b>	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 Customer before migration execution. This plan will be presented in PowerPoint or Excel format.
<b>Image Cloning - Execute</b>	the application migration service as specified in the Statement of Work.
<b>Image Cloning - Manage</b>	the application migration service as specified in the Statement of Work
<b>Integration and Systems Tested Code Bundle</b>	the submission to Customer provided code repository.
<b>Man Days</b>	the allotted number of days of man power based on a number of working hours in a day of work.
<b>Medium Complex Re-Build</b>	the application migration service as specified in the Statement of Work
<b>Migration Cutover Runbook</b>	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
<b>Migration Services</b>	services that enable the Customer to migrate a pre-defined set of applications to the cloud.
<b>Migration sign off Reports</b>	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.
<b>Operational Documents</b>	documentation produced by Vodafone in respect of this Service, including definitions of information required from Customer such as data templates, tooling, hosting and access details, meeting structures and specific roles.



## Definitions

### Vodafone Business Customers

<b>Path to Cloud – Application Analysis Report</b>	the report provided by Vodafone 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.
<b>Physical Data Model and DB Scripts</b>	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.
<b>Proof of Technology or Prototype</b>	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.
<b>Service API Specification</b>	the software application programming interface specification provided as documentation
<b>Simple Re-Build</b>	the application migration service as specified in the Statement of Work.
<b>Specified Period</b>	a period of not less two (2) weeks and not longer than ten (10) weeks.
<b>Statement of Work</b>	the document prepared for Customer by Vodafone providing details of the Service Element, if applicable
<b>Technical Solution Document</b>	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.
<b>Third Party Resources</b>	Third Party Provider facilities, software, hardware or other resource.
<b>Unit, Integration and System Test Cases and Scripts</b>	the test case and scripts presented in PDF and text (.sql) or JSON documents.
<b>Unit, Integration and System Test Results</b>	the extract available from provided test management tool.