

Service Specific Terms



Private Cloud & Managed Hosting Service

Vodafone Business Customers

1. The Service – Overview

- 1.1 The Private Cloud & Managed Hosting Service (the “**Private Cloud & Managed Hosting Service**”) is a set of data storage and hosting services, which are split into discrete service modules. Vodafone provides the Service by combining different modules to form a Customer Solution. The term “**Service**” or “**Services**” in these Service Specific Terms means the Private Cloud & Managed Hosting Service and which means the Customer Solution and includes each Service Element.

2. Service Term Structure

- 2.1 These Service Specific Terms include:
- (a) the service levels, which set out the standards that will be applied to the provision of the Service (the “**Service Levels**”);
 - (b) the Extra Service Terms, which sets out a description of Optional Service Elements and complementary Services (where applicable), and may be updated from time to time (the “**Extra Service Terms**”). The specific Service Elements selected by Customer will be set out in the Commercial Terms and/or Order; and
 - (c) the Third Party Provider 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 as set out at www.vodafone.co.uk/terms;
 - (d) the Order, which confirms the Service Elements selected by/for Customer; and
 - (e) any applicable policies and guidelines, as provided from time to time by Vodafone.

3. Commencement and Delivery

- 3.1 **ARFS Date and Handover Date:** Vodafone will advise Customer of the Agreed Ready for Service Date (“**ARFS Date**”) following acceptance of the Customer’s Order and/or Commercial Terms.
- (a) Vodafone reserves the right to revise the ARFS Date if: (i) Customer has requested changes to the Customer Solution or to Customer’s Order; or (ii) any changes have been made to Vodafone’s programme for delivery of the Customer Solution; or (iii) Customer delays in providing or fails to provide reasonable assistance requested by Vodafone.
 - (b) Vodafone will use reasonable endeavours to hand over the entire Customer Solution to Customer for Acceptance Testing by the ARFS Date.
 - (c) If the Handover Date is not on or before the ARFS Date, Vodafone will: (i) use reasonable endeavours to hand over the Customer Solution to the Customer as soon as reasonably practicable after the ARFS Date; and (ii) escalate within Vodafone the factors causing the delay to attempt to resolve the problem and expedite the handover of the Customer Solution.
- 3.2 **Acceptance:** The Acceptance Testing Period begins on the Handover Date.
- (a) During the Acceptance Testing Period Customer has the opportunity to test whether or not the Customer Solution achieves the Acceptance Criteria.
 - (b) Customer must notify Vodafone before the expiry of the Acceptance Testing Period whether or not the Customer Solution or any part of it achieves the Acceptance Criteria.
 - (c) If, before the expiry of the Acceptance Testing Period, either: (i) Customer does not tell Vodafone whether or not the Acceptance Criteria has been achieved; or (ii) Customer starts using the Customer Solution for

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purposes other than Acceptance Testing; then the Customer Solution will be deemed to have been Accepted. In these circumstances the Acceptance Date is the earlier of: the date of the expiry of the Acceptance Testing Period or the first date of use for purposes other than Acceptance Testing. If Customer notifies Vodafone before the expiry of the Acceptance Testing Period that the Customer Solution or any part of it has not achieved the Acceptance Criteria then the Customer must provide Vodafone with evidence of such failure. Vodafone will then test the relevant Service Element themselves and the Customer will provide Vodafone with reasonable assistance as Vodafone requests.

- (d) If Vodafone agrees that the Customer Solution has not achieved the Acceptance Criteria, then Vodafone will use reasonable endeavours to correct it. Vodafone will hand the Customer Solution back to Customer for a further Acceptance Testing Period once Vodafone believes that the cause of the previous failure has been corrected.
- (e) Customer is not entitled to withhold Acceptance on the basis of minor defects or defects that cannot be repeated by Vodafone. Customer may not unreasonably withhold or delay Acceptance. If minor defects exist, then the Customer Solution will be Accepted and Vodafone will use reasonable endeavours to correct those defects within a reasonable period following the Acceptance Date.

4. The Service and Equipment

4.1 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. Certain Service Elements may also depend upon other specific Service Elements that Customer must purchase as part of the Customer Solution.

4.2 In connection with the Service, Customer may purchase the following Optional Service Elements: Network Services; Infrastructure Services including Monitoring and Reporting Services; Operating System Services; Private Cloud Self Service Portal access; Private Cloud Disaster Recovery & Rapid Restore; Database Management Services; Procurement Services; Software Patching and Updates; Anti-Virus Service; Security Services; Shared Backup & Storage Services; Dedicated Backup & Storage Services; Professional Services; Email Protection Services; Managed Cloud Tiering Appliance Services; and Managed Cloud Storage Gateway, all of which are described in the Extra Service Terms.

4.3 Service Elements are available from a number of different Cloud & Hosting Centres. Service availability depends on location and Vodafone will notify Customer which Cloud & Hosting Centre(s) will be used for delivery of the Customer Solution.

4.4 Vodafone may store backups of the management services referenced in these Service Specific Terms in a Cloud & Hosting Centre in in country different to that from where the management services are being delivered.

4.5 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.

4.6 **Equipment and Software Lifecycle Management:**

- (a) Vodafone will provide Equipment Maintenance Services and Software Maintenance Services for any Fixed Equipment specifically notified to Customer as having Equipment Maintenance Services or Software Maintenance Services available.
- (b) If Software Maintenance Services no longer applies to a piece of Software after the expiry of the Minimum Term (or when Vodafone has deemed the Software has reached the end of its useful life), then the Customer may continue to use the Software entirely at their own risk. Vodafone will no longer be responsible for Software Maintenance Services in respect of that Software and any Service Levels impacted by that Software will no longer apply.
- (c) Subject to sub clause (d), Vodafone shall cease to be responsible for providing the Equipment Maintenance Services or Software Maintenance Services (as applicable) if any of the following occur: (i) the limited availability of replacement Equipment or Software; (ii) the Equipment or Software reaching

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- an end of support date with the relevant manufacturer; or (iii) the Equipment being deemed by Vodafone to be beyond economic repair for any other reason.
- (d) If Vodafone has agreed to have management responsibility in respect of Fixed Equipment, then Vodafone shall still use reasonable efforts to maintain the Vodafone Equipment during the Minimum Term notwithstanding the occurrence of any of the events listed in sub clause (c).
 - (e) The Customer agrees that:
 - (i) it is the Customer's responsibility to dispose of (including paying for the disposal of) Customer Equipment at the end of its useful life in accordance with all Applicable Laws and regulations;
 - (ii) where the Customer does not comply within three months of being requested to do so and the Customer Equipment remains on Vodafone's premises, Vodafone reserves the right to dispose of any Customer Equipment, and charge the Customer in respect of any reasonable costs Vodafone incurs in doing so;
 - (iii) any Customer Equipment provided by the Customer will be assessed by Vodafone to determine if it is fit for purpose and supportable prior to any service commencement. Vodafone reserves the right, acting reasonably and having discussed the matter in advance with the Customer, to refuse to support Customer Equipment provided by the Customer which Vodafone determine as either not fit for purpose or not supportable; and
 - (iv) the Customer will notify Vodafone of any changes the Customer makes to the Equipment or Software that may impact the Customer Solution.
 - (f) If Customer purchases Vodafone Equipment and/or Vodafone Software that no longer benefits from Equipment Maintenance Services and/or Software Maintenance Service, Customer acknowledges that the Customer will not be able to use such Equipment and/or Vodafone Software in respect of that Service Element.

5. Service Specific Conditions of Use

- 5.1 **Changes:** Customer is responsible for all Customer's costs, migration of Customer data and updating of Customer's systems as a result of any change under the "Changing the Terms" provisions of the General Terms.
- 5.2 **PSTN connection:** Unless it is otherwise permitted by Applicable Law, Customer and its Users must not (a) connect or seek to connect the Service to the public switched telecommunications network ("PSTN") or other fixed voice services (e.g., voice over IP); (b) connect to the public Internet; and/or (c) use the public internet for voice communications services, Customer will indemnify Vodafone for any liability associated with Customer's impermissible use of the Service.
- 5.3 **Software patching, Updates and Anti-Virus:** Where Customer has ordered the Operating System Services and the Database Services:
 - (a) Vodafone will not automatically apply any patches, fixes and/or workarounds to the operating system or anti-virus software without the Customer's agreement except in the event of significant risk to the Customer, Vodafone or any of Vodafone's customers. Vodafone will use reasonable endeavours to test and communicate the changes to the Customer. If the risk to Vodafone or any of Vodafone's customers may not be mitigated by other means, the Customer may not refuse the change; and
 - (b) Customer agrees to be responsible for testing to ensure that any applications running within the operating system that are managed by Customer function correctly after Vodafone applies any operating system patches. Customer must notify Vodafone promptly of any faults or problems with any applications. Vodafone will not be liable for any costs, loss or damage incurred by Customer as a result of Customer's delay or failure to comply with the obligations set out in this clause.
- 5.4 **Malware, Viruses and Data:** Vodafone assumes no liability for viruses or other malware introduced by Customer, or for restoration of lost or corrupted data or applications, other than restoration from then-current backups maintained by Vodafone if Customer chooses optional backup and/or archival services (which Vodafone recommends).

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- 5.5 **Loading of Customer Data and software:** Loading of Customer data and software is entirely at Customer's risk. Vodafone recommends that all data transmissions to Customer's servers be encrypted. Vodafone has no responsibility or liability for Customer's transmissions of data. The Service is not intended for and Customer shall not use the Services to store, transmit or process data for any applications or uses that are prohibited by this Agreement or the AUP.
- 5.6 **Data Security and Internet Transmission** Customer acknowledges that the public internet is an inherently insecure environment. The use of the public internet is at the sole risk of Customer and its Users. Vodafone is relieved from all liability in connection with Customer's and its Users' use of the public internet including liability for any disclosure of Confidential Information transmitted over the public internet.
- 5.7 **Email Protection:**
- (a) For the avoidance of doubt, the Email Protection Services are not designed to detect phishing emails, a business email compromise (Bec) attack, or such other email borne attack for which the Service is not designed to detect as at the date of these Service Specific Terms and therefore Vodafone accepts no liability for any damage or loss resulting directly or indirectly from any failure to detect such attacks.
 - (b) No email-protection service can guarantee a 100% detection rate and, therefore, Vodafone accepts no liability for any damage or loss resulting directly or indirectly from any failure of the Service to detect viruses, spam or a pornographic image, or for wrongly identifying an email suspected as being infected, spam or containing pornographic images which proves subsequently not to be so.
 - (c) Configuration of Email Protection Services (Content Control) is entirely under the control of the Customer and that the accuracy of such configuration will determine the accuracy of the Content Control service, therefore, Vodafone can accept no liability for any damage or loss resulting directly or indirectly from any failure of the Service to detect or wrongly identify an email containing suspected content which proves subsequently not to be so.
- 5.8 **General obligations:** Customer must not (i) reverse assemble, reverse compile, otherwise translate, or reverse engineer the Service unless expressly permitted by Applicable Law; (ii) use the Service Elements, Devices, files, modules, audio-visual content, or related licensed materials separately from the Service; (iii) use the Services for any content that requires (a) additional Vodafone commitments to meet regulatory requirements; or (b) security measures beyond those provided by Vodafone.
- (a) Customer will implement policies, procedures and controls sufficient to fulfil its obligations under this Agreement.
 - (b) Customer must:
 - (i) ensure all necessary permissions for each Party respectively to use, provide, store and process Customer data with the Service are obtained;
 - (ii) nominate a Customer representative who is able to make financial and contractual decisions relating to the User requirements;
 - (iii) carry out the tasks allocated to the Customer under the project plan agreed with the Customer representative;
 - (iv) give Vodafone (and any Third Party Provider) access to Software and Equipment at reasonable times in accordance with Customer's normal security procedures to enable Vodafone to provide support and/or carry out replacements or repairs in the event of any Service failure;
 - (v) ensure that Customer's systems comply with all pre-requisites for supply of the Service reasonably notified to the Customer in advance by Vodafone;
 - (vi) complete, return and keep current an authorised contact sheet;
 - (vii) provide, maintain and regularly review a security policy that covers all Customer data, applications and systems including those in a Cloud & Hosting Centre;
 - (viii) control the internal access to key servers and information;
 - (ix) provide and monitor the internet access of its employees;
 - (x) monitor and scan their network and be responsible for application security;

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- (xi) ensure that the Customer Solution is protected by one or more of Vodafone's managed firewalls; and
 - (xii) comply with any other obligations as reasonably notified to the Customer by Vodafone from time to time.
- (c) Customer must get Vodafone's written consent prior to carrying out scans of the Vodafone Network and Cloud & Hosting Centre.

6. Service Change Request Procedure

- 6.1 Customer may propose a change to the Service by written request. Upon agreement, the Parties must authorise the change in the form of a change Order or other written amendment to the Agreement (a "**Change Order**"). Vodafone has no obligation to commence work in connection with a change until a Change Order is executed by the Parties.
- 6.2 If within 5 Working Days of the end of a calendar month Customer requests any change which would have the effect of cancelling the whole or any part a Service Element, Customer may be charged the applicable Charges in relation to that Service Element for the full coming month, as determined by Vodafone.

7. Data Protection

- 7.1 Vodafone shall act as Data Controller save where Vodafone provides a Service to host any User Personal Data on behalf of Customer, where Vodafone shall act as Data Processor for hosting only and the following clauses shall apply:
- 7.2 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 (i) providing at least ten (10) Working Days' prior notice, or (ii) 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 7 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 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 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 reasonable assistance to carry out a privacy impact assessment of the Services and any prior consultation of the relevant supervisory authority.

7.3 **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 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 7.3 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 7.

7.4 **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.

7.5 **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.

7.6 **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 organizational measures, insofar as this is possible in the Customer's fulfilment of those obligations under Applicable Privacy Law.

8. Indemnity

8.1 In addition to the terms set out in the General Terms, Customer shall indemnify Vodafone against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by Vodafone arising out of or in connection with any claim made against Vodafone by a third party (including any employee of Customer) arising out of or in connection with:

- (a) any use of information stored, sent or received by Customer by way of any Vodafone system or any system of a supplier to Vodafone;
- (b) Customer's or its Users' breach of this Agreement or the AUP;

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- (c) any claims by Customer's Users or customers;
- (d) any claims that Customer's Intellectual Property Rights infringes on a third party's rights;
- (e) the following where Customer has ordered Email Protection Services:
- (f) Customer's release of a quarantined Email and/or Customer's customisation of the Customer Solution;
- (g) delivery or non-delivery of any item suspected as being infected, spam or containing pornographic or non-pornographic images except where such claim arises due to Vodafone breach of contract or negligent act or omission;
- (h) the supply to Customer of word lists for the Email Protection (Content Control) Service Element which may be considered offensive, and
- (i) delivery or non-delivery of any Email scanned by the Service Element Email Protection Content Control.

9. Suspension

- 9.1 In addition to the rights set out in the General Terms, Vodafone may suspend a Customer Solution or Service Element if the Customer is subject to a distributed denial of service attack and does not take the "DDoS Mitigation" Service Element from Vodafone. Vodafone reserves the right to suspend the impacted Service in order to protect Vodafone, Vodafone's Customers and the wider Internet community. Vodafone will notify the Customer as soon as reasonably practical and seek to reinstate the suspended Service when able.

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Extra Service Terms – Optional Service Elements



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1. Private Cloud & Managed Hosting Service

1.1 These Extra Service Terms form part of the Services Terms for the Private Cloud & Managed Hosting Service when Customer orders Network Services; Operating System Services; Private Cloud Self Service; Private Cloud Disaster Recovery & Rapid Restore; Database Management Services; Monitoring and Reporting Services; Software Patching and Updates; Anti-Virus; Security Services; Shared Backup & Storage Services; Dedicated Backup & Storage Services; Managed Cloud Tiering Appliance Services and Managed Cloud Storage Gateway Services Service Elements. If there is a conflict between them, these Extra Service Terms will supersede the Private Cloud & Managed Hosting Service.

2. Optional Service Elements

2.1 **The Network Services:** Customer may order connectivity via the Cloud & Hosting Internet Access service to give Customer connectivity from Customer Solution to either the Vodafone Network or to shared Vodafone platforms.

2.2 **Operating System Services:**

(a) The Operating System Services provide the installation, management, maintenance and support of operating systems running on the Servers included in Customer Solution. The service options include (i) Customer Managed Operating System where Customer takes responsibility for managing the operating system (ii) OS Management which provides for the installation and configuration of the selected operating system on the Servers; backup and restoration of the operating system (excluding Customer's applications and Customer's data) by Vodafone; and (iii) Web Server Application Management where Vodafone provides support to the web Server application in addition to the operating system.

(b) **Conditions of Use:** In order for Vodafone to be able to provide the Operating System Services, Customer agrees that:

- (i) after initial installation of the operating systems, installation of any Customer Software on a Server by Vodafone must be requested as a configuration change;
- (ii) any enhancements, upgrades or other modifications to any Customer Software installed on the Server by Customer must be requested as a configuration change;
- (iii) Vodafone reserves the right to charge Customer for any work that has to be carried out by Vodafone as a result of any enhancement, upgrade or other modification made to Customer's software (including the installation of Customer Software) by Customer;
- (iv) they will ensure any remote Equipment used to access a Server to modify or upload content or for other similar purposes has a static IP address;
- (v) Vodafone will retain root or administrative access to each Server covered by the OS Management service;
- (vi) in order to receive the OS Management service, Customer must purchase the Monitoring and Reporting Service for each Server for which the OS Management service is provided;
- (vii) paragraphs (i), (ii), (iv) and (v) shall not apply where the Customer Managed Operating System Service is ordered; and
- (viii) the Customer Managed Operating System Service will be considered Accepted when Vodafone are able to demonstrate that the Vodafone managed server is ready to have the Customer Managed Operating System installed on it by the Customer.

2.3 **Private Cloud Self Service Portal Services:**

(a) The Private Cloud Self Service Portal allows Customer to manage Automated Service Requests via a compatible web browser.

(b) **Conditions of Use:** Where Customer makes a request through an Automated Service Request:

- (i) resource used to process and complete an Automated Service Request will not be counted in the calculation for Inclusive Resource for Change; and

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- (ii) the service or output resulting from an Automated Service Request will not be eligible for Early Life Support and will be considered automatically Accepted unless Vodafone are notified of a non-minor defect.
- 2.4 **Private Cloud Disaster Recovery & Rapid Restore:** Vodafone provides two key recovery services capabilities which only apply to private cloud and do not apply to a Customer Solution which is a managed hosting solution.
- (a) **“Disaster Recovery”** provides Customers with the ability to failover a single Virtual Machine or groups of Virtual Machines from a private cloud platform in a source (primary) Cloud & Hosting Centre to a private cloud platform in a target (secondary) Cloud & Hosting Centre in the event that the private cloud platform at the primary Cloud & Hosting Centre becomes unusable.
 - (b) **“Rapid Restore”** offers the ability to restore a Virtual Machine back to a selected data recovery point whilst retaining the attributes of that failed Virtual Machine.
 - (c) **Conditions of Use:**
 - (i) Vodafone will ensure that the necessary data replication agents and supporting Vodafone management infrastructure is in place for Customer to be able to enable recovery services.
 - (ii) Customer must have:
 - (A) the required storage compute capacity in place on the private cloud platform at the secondary Cloud & Hosting Centre in order to support the event of a Disaster Recovery failover taking place;
 - (B) a suitable back-up system in place to protect their environment and data separate from the recovery services that are available. The replication technologies used to deliver recovery services will not protect from virus infection, or other types of data corruption nor loss that could occur in the location of Customers primary private cloud platform; and
 - (C) connectivity in order to replicate data between the private cloud platform in the source (primary) Cloud & Hosting Centre to Customers private cloud platform in a target (secondary) Cloud & Hosting Centre.
 - (iii) Customer is responsible for:
 - (A) re-instating applications post completion of a Disaster Recovery failover or the execution of a Rapid Restore request; and
 - (B) ensuring that there is enough capacity at their site to store the replicated data created through Disaster Recovery and Rapid Restore services
 - (iv) Vodafone is not responsible for any failure of Disaster Recovery and/or Rapid Restore which result from a failure in related or dependent services not provided by Vodafone.
- 2.5 **Database Management Services:**
- (a) The Database Management Services provides provisioning, management, monitoring, diagnostics and support of Customers database
 - (b) **Conditions of Use:** In order to receive the Database Management Services, Customer must order:
 - (i) the Backup Services that includes database backup for each Server for which the Database Management Services is provided and;
 - (ii) the OS Management service for all Servers on which the Database Management Services is to be delivered.
- 2.6 **Monitoring and Reporting Services:**
- (a) The Monitoring and Reporting Services provides installation, management and support of a variety of monitoring services to support other cloud & hosting Service Elements, such as the OS Management Service, or used on its own. **Non-Agent Based Monitoring** is an infrastructure and system monitoring service including ping monitoring and TCP monitoring, which is provided over an IP network and without

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Extra Service Terms – Optional Service Elements



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- the need for any Agents to be installed on Customer's monitored Device(s). **Agent Based OS Monitoring** provides a monitoring service over an IP network requiring a dedicated Agent to be installed on the Devices hosted at Vodafone's Cloud & Hosting Centres
- (b) **Conditions of Use:** In order for Vodafone to be able to provide the Non-Agent Based Monitoring Service Customer agrees:
- (i) that Vodafone will need to work with Customer in order to design certain protocols that will facilitate the Non-Agent Based Monitoring service;
 - (ii) that Customer will not request or implement a change to Customer Solution which would result in Customer Solution not allowing data to be packaged using the protocols specified by Vodafone and;
 - (iii) data packaged using these protocols must be able to be transferred between Customer's monitored Device(s) and the Vodafone Monitoring Infrastructure.
 - (iv) that Vodafone will retain exclusive root or administrative access to every Agent on a monitored operating system; and
 - (v) to provide Vodafone with all rights on the monitored operating system that are required to enable Vodafone to provide the Agent Based OS Monitoring service.
- (c) Unexpected events detected by the Monitoring and Report Services will cause an Incident to be created and this Incident will be escalated to the Cloud & Hosting Service Desk. The Cloud & Hosting Service Desk will then
- (i) where only the Monitoring and Reporting Services have been ordered notify Customer and for the avoidance of doubt, such Incident shall not be a Qualifying Incident; or
 - (ii) where the source of the Incident is covered by the Service Levels, use reasonable endeavours to resolve the Incident.
- (d) The Cloud & Hosting Service Desk will automatically close all raised Incident Records:
- (i) for the Non-Agent Based Monitoring Service, as soon as a responsiveness check returns a positive response; or
 - (ii) for the Agent Based OS Monitoring Service, as soon as the processes running on the operating system are available and responsive and the monitoring of the operating system returns results that fall below the agreed system parameter thresholds.

2.7 Security Services:

- (a) **Firewall Management Services** include the provision, installation, Software Patching and Updates and management of firewalls, where physical, virtual or multi-tenanted, configured to Customer's requirements to provide restrictions on the source and destination TCP/IP addresses and service ports that are allowed to pass through the firewall
- (b) **Internet VPN Management** Virtual Private Networks (VPN) are networks deployed on a public network infrastructure that employ the same security, management and service policies as are applied in a private network. VPNs connect branch offices and remotes users by utilising a shared or public network, such as the Internet
- (c) **Intrusion Detection Service ("IDS")** provides diagnostics and reporting of intrusion and unauthorised access to Servers and networks through the monitoring of traffic based upon pre-determined criteria. It also monitors the effectiveness of Customer's security systems by analysing them in real-time against attacks and
- (d) **Network Admission Control ("NAC")** is a service that is intended to compliment Internet VPN Management. NAC is intended to allow a Customer to perform an assessment of the endpoint that is being used to connect to the Internet VPN Management to determine if it meets the corporate connection policy

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(e) **Conditions of Use:**

- (i) Other than in respect of the Vodafone Network, network connectivity between Customer's VPN clients and the Internet VPN Management service and Customer's VPN clients and the NAC service is the responsibility of Customer.
- (ii) Customer must have Firewall Management Service as a pre-requisite to Internet VPN Management and Network Admission Control.
- (iii) Intrusion Detection Service is dependent on Customer having Security Incident Response or GPG-13 Protective Monitoring as a pre-requisite.
- (iv) NAC is not designed to prevent or capture an endpoint connecting to the Internet VPN Management which has been compromised with any kind of virus or malware and Vodafone accepts no responsibility for an endpoint connecting to the Internet VPN Management which has been compromised with a virus or malware.

2.8 Shared Backup & Storage Services:

(a) These consist of either

- (i) **Shared Backup Service** a service to backup flat files only; or backup flat and database files; or
- (ii) **Shared Storage Service** which provides Customer with access to a shared storage area network and the storage attached to it.

(b) **Conditions of Use:** In order for Vodafone to be able to provide Shared Backup Service:

- (i) Customer is responsible for initiating requests for a restore and Vodafone is responsible for executing the restore.
- (ii) if Customer does not take the Operating System Services, Customer is responsible for restoring sufficient service to Customer's system (ensuring that Vodafone can install the backup software and connect to the system) to enable the data restore to initiate.
- (iii) Customer must not, and Customer will ensure that any third party that Customer appoints will not, modify the backup software configuration files. If Customer requires changes to the backup software configuration files, these will need to be agreed.
- (iv) the Equipment included in Customer Solution for which Shared Backup Service is provided must be located in a Cloud & Hosting Centre.

(c) **Conditions of Use:** In order for Vodafone to be able to provide Shared Storage Service Customer agrees that:

- (i) Vodafone is responsible for the installation of the Equipment and Software for the Shared Storage Services;
- (ii) in the event that Customer manages the operating system on the host operating system, the following additional conditions apply: all hosts requiring connectivity to the shared storage platform must be approved by Vodafone; all changes to the host operating system must be agreed by Vodafone; and the host operating system must support the technical requirements of the storage platform as provided by Vodafone;
- (iii) Vodafone reserves the right to remove or disable any host system managed by Customer which is causing or may cause issues with the storage platform for Vodafone's other customers.
- (iv) where any Software or firmware is provided by Vodafone to Customer as part of this Service Element Vodafone shall use reasonable endeavours to make required updated versions available to Customer

2.9 Dedicated Backup & Storage Services:

- (a) The Dedicated Services consist of either Dedicated Backup Service or Dedicated Storage Service. Dedicated Backup Service provides for the installation of dedicated backup Equipment or software to backup and restore Customer's data. Dedicated Storage Service provides for the installation, configuration, monitoring, management and support of a dedicated storage solution within one of Vodafone's Cloud & Hosting Centres.

Private Cloud & Managed Hosting Service

Extra Service Terms – Optional Service Elements



Vodafone Business Customers

(b) **Conditions of Use:**

- (i) Customer is responsible for initiating requests for a restore and Vodafone is responsible for executing the restore;
- (ii) If Customer does not take the Operating System Services, Customer is responsible for restoring sufficient service to Customer's system to enable the data restore to initiate. Vodafone will use reasonable endeavours to assist in the installation of backup software required to initiate the restore;
- (iii) Where Vodafone does not manage the operating system, Customer is responsible for upgrading the data backup Software and applying any recommended patches.
- (iv) In order for Vodafone to be able to provide the Dedicated Backup Services Customer agrees that:
 - (A) the Server(s) for which Dedicated Backup Services are provided must have a dedicated network interface of a type specified by Vodafone;
 - (B) Customer must adhere to Vodafone's default backup configuration settings;
 - (C) Customer must not modify the backup software configuration files;
 - (D) Vodafone must always have reasonable access to Customer Solution for which the Dedicated Backup Service is provided;
 - (E) the Equipment included in Customer Solution for which the Dedicated Backup Service is provided must be located in a Cloud & Hosting Centre;
 - (F) all Customer Equipment and Customer Software must meet Vodafone's requirements; and
 - (G) Customer must order the Equipment Maintenance Service and the Software Maintenance Service for the dedicated backup Equipment used to provide the Dedicated Backup Service.

(c) In order for Vodafone to be able to provide the Dedicated Storage Service:

- (i) Vodafone's approval of the design of Customer's storage solution is required;
- (ii) Vodafone is responsible for installation of the Dedicated Storage Service; and
- (iii) the procurement of the dedicated storage Equipment is not included in this Service Element, although the option for Vodafone to procure Equipment for the Dedicated Storage Service for Customer purchase may be provided in the Commercial Terms and/or an Order.

2.10 Managed Cloud Tiering Appliance Services:

- (a) Managed Cloud Tiering Appliance Services provide the installation, initial policy configuration, monitoring, management and support of a Cloud Tiering Appliance solution within one of Vodafone's Cloud & Hosting Centres.
- (b) Managed Cloud Storage Gateway Services provide the installation, initial policy configuration, availability monitoring, management and support of a Cloud Storage gateway solution within one of Vodafone's Cloud & Hosting Centres.
- (c) **Conditions of Use:** If Customer purchases the Managed Cloud Tiering Appliance Services:
 - (i) Customer will need to order the Cloud Storage Service via a separate Order and agree to the Cloud Storage Service Terms.
 - (ii) Customer must obtain Vodafone's approval to the design of these Service Elements.
 - (iii) Vodafone is responsible for the installation of these Service Elements.
 - (iv) These Service Elements do not include the procurement of the Cloud Tiering Appliance or Cloud Storage Gateway or any connections to them. If requested by Customer, Vodafone may procure the Cloud Tiering Appliance or Cloud Storage Gateway and any connections to them on Customer's behalf and at Customer's expense.

Private Cloud & Managed Hosting Service



Service Levels

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1. General Support Services Terms

- 1.1 Vodafone will provide Customer with Support Service for the Service Elements ordered by Customer.
- 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 An Incident may also be a Qualifying Incident.
- 1.6 The Customer shall appoint primary and secondary central 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.
- 1.7 Customer will:
 - (a) reimburse Vodafone for reasonable expenses associated with 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).
- 1.8 Vodafone may temporarily interrupt the Service to carry out Planned Works. Vodafone will endeavour to notify Customer in advance of any Planned Works.
- 1.9 **Incident Commencement and Resolution Rules:** An Incident commences when Vodafone creates an Incident Report (being no later than 60 minutes after the Incident has been reported to Vodafone) and ends on the earlier of when Vodafone advises Customer of Incident resolution or when the Incident affecting the Service has ceased. In Vodafone's discretion or at Customer's reasonable request, Vodafone may continue to investigate via Vodafone's Problem Management process; however, this shall not affect the resolved status of the Incident. Customer is deemed to have been advised of Incident Resolution if Vodafone has made reasonable attempts to contact Customer and Customer has not notified Vodafone within 24 hours from Vodafone's last attempt to contact the Customer that the Incident resolution is unsuccessful. Vodafone's method of Incident resolution is at Vodafone sole discretion.

2. Early Life Support

- 2.1 Early Life Support is limited to supporting Customer's ability to deploy Customer applications on the Customer Solution and to integrating the Customer Solution into the Customer's business. Other elements of Early Life Support will vary on a case by case basis.
- 2.2 Early Life Support will last for the duration of the Early Life Support Period.
- 2.3 Early Life Support is not available in respect of a new single Device being added to the Customer Solution.
- 2.4 **During Early Life Support:** During Working Hours Customer will be able to log Incidents solely related to Customers ability to (i) deploy Customer's applications on the Customer Solution and (ii) integrate the Customer Solution into the Customer's business.
- 2.5 Vodafone will use reasonable endeavours to investigate the causes of the Incidents.
- 2.6 Customer will be able to request changes and Vodafone will use reasonable endeavours to implement any agreed changes in an agreed time frame.



Service Levels

Vodafone Business Customers

- 2.7 Customer may request Vodafone to provide Professional Services to assist the Customer with deploying applications on the Customer Solution.
- 2.8 Changes raised during the Early Life Support Period, will consume Inclusive Resource for Change. Should additional hours above the Inclusive Resource for Change be used, Vodafone reserves the right to charge for such excess work.

3. General Service Level Terms

- 3.1 Service Levels and Service Credit terms for the Customer Solution or applicable Service Element commence on the Service Level Commencement Date.
- 3.2 The Service Levels do not apply to Incidents caused by or connected to an Excluded Event or to an output from an Automated Service Request

4. Service Availability

- 4.1 **Calculation:** Percentage availability is calculated as $P = ((A-B)/A) \times 100$. "A" equals 43200 minutes each full month. "B" equals the number of whole minutes when the relevant Customer Solution or Service Element is unavailable in the Monthly Measurement Period.
- 4.2 **Solution Availability** – The Service Level for Solution Availability is as detailed in the High Level Design. If the Service Levels in the High Level Design exceeds the levels set out in Table 1, or if the High Level Design does not contain Service Levels then Device Availability shall apply:

Table 1 Maximum Solution Availability		
Class of Solution	Maximum Availability	Example
Non-resilient*	97%	Solution provided with one or more single points of failure, such as single server, single firewall.
Resilient	99.9%	Solution provided from a single location, but with no single points of failure, utilising load balancing, N+1 design, etc.
Resilient with Backup Site	99.95%	The same as resilient but also with automated failover to a second location comprising a non-resilient solution.
Distributed resiliency	99.99%	The same as resilient but also with automated failover to a second location comprising another N+1 / resilient solution, with replication between sites.

*The maximum availability where the class of solution is non-resilient excludes the time taken for any replacement Equipment to arrive at the required installation location following a Qualifying Incident.

(a) Device Availability

- (i) For a single Device, Vodafone offers a 97% Availability Service Level. Single Devices are treated as non-resilient as per Table 1. For additional Devices forming part of the Customer Solution, Table 1 shall apply depending on the design of the Customer Solution.

(b) Network Availability

- (i) **Network Services Availability** (i) If Vodafone provide internet access and the service configuration is a single & resilient service dual parent (fully diverse), the Service Level for Availability is 99.99% in a Monthly Measurement Period.
- (ii) **Network Latency and Packet Loss Service Level-Network Latency** measures the amount of time that it takes for data to travel between Primary IP Backbone Nodes, and back, on the Vodafone IP Backbone within each Region and between Regions.

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- (A) The Service Level performance for Network Latency is calculated as follows: (x) within a Region - by taking the average monthly Network Latency performance for all routes between Primary IP Backbone Nodes within that Region; and (y) between two Regions - by taking the monthly average Network Latency of the two Primary IP Backbone Nodes with the lowest Network Latency between those Regions.
- (B) **Packet Loss** measures the percentage of data that is lost during the transit of data between Primary IP Backbone Nodes on the Vodafone IP Backbone within each Region and between each Region.
- (C) The Service Level performance for Packet Loss is calculated as follows: (a) within a Region - by taking an average of the average monthly Packet Loss performance for all routes between Primary IP Backbone Nodes within that Region; and (b) between two Regions - by taking the monthly average Packet Loss for all routes between Primary IP Backbone Nodes between those Regions.
- (D) These Service Level targets apply to the Network Latency and Packet Loss performance of the Vodafone IP Backbone

Monthly Average Network Latency and Packet Loss Service Levels		
Region(s)	Parameters	Service Level target
Europe - Europe	Network Latency (ms)	35
	Packet Loss (%)	0.2
Europe - UK	Network Latency (ms)	20
	Packet Loss (%)	0.2
Europe - North America	Network Latency (ms)	90
	Packet Loss (%)	0.2
Europe - Asia	Network Latency (ms)	310
	Packet Loss (%)	0.2
UK - UK	Network Latency (ms)	35
	Packet Loss (%)	0.2
UK- North America	Network Latency (ms)	90
	Packet Loss (%)	0.2
UK - Asia	Network Latency (ms)	210
	Packet Loss (%)	0.2
North America – North America	Network Latency (ms)	65
	Packet Loss (%)	0.2
North America - Asia	Network Latency (ms)	165
	Packet Loss (%)	0.2
Asia - Asia	Network Latency (ms)	90
	Packet Loss (%)	0.2



Service Levels

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(c) **Optional Service Element Availability**

(i) **Shared Backup Service Levels**

Service	Service Availability	Service Performance
Shared Backup Service on a 24/7 basis	99.9% in a Monthly Measurement Period	98% of backups completed successfully in a Monthly Measurement Period.
<p>Customer must have appropriate backup software installed and configured.</p> <p>Any single storage Device having excessive volumes (as determined by Vodafone, in Vodafone's reasonable discretion) of data requiring backup will be excluded from any calculation.</p> <p>If Customer Equipment or Customer Software accessing the Shared Backup Service fails and such Customer Equipment or Customer Software is not managed by Vodafone, then such failures are excluded under both the Service Availability and Service Performance Service Levels</p> <p>The Service Levels are measured from the Equipment at the edge of the shared backup platform.</p> <p>If a backup fails on the first attempt but is then successful on a second attempt, the backup is considered successful.</p>		

(ii) **Shared Storage Service Level**

Service	Service Availability
Shared Storage Service	99.9% in a Monthly Measurement Period
<p>This Service Level is measured from the Equipment at the edge of the shared storage platform and is subject to Customer having two redundant host bus adapters into the shared storage area network and the required multi-pathing software (or similar) installed and properly configured.</p>	

(iii) **Email Protection Services-** The Email Protection Services have an Availability Service Level of 99.95% in the relevant Monthly Measurement Period. This Service Level excludes any Devices dedicated to the Customer Solution, which are treated separately. Password protected and/or encrypted emails and attachments are excluded from this Service Level.

(iv) **Managed Cloud Storage Gateway Service-** The Managed Cloud Storage Gateway Services have an Availability Service Level of 97% (measured as the accessibility of data stored in the gateway's local cache by Customer) in the relevant Monthly Measurement Period. If the Customer has a license for the failover virtual Cloud Storage Gateway, the Service Level shall be 99.90% in the relevant Monthly Measurement Period. Any Service Levels contained in the Cloud Storage Service Specific Terms do not apply to the Managed Cloud Storage Gateway Services.

(v) **Private Cloud Self-Service Portal- Virtual Machines** Customer has the ability to set different **affinity** rules as per the table below via the Private Cloud Self Service Portal. The Service Level applicable to the Virtual Machines forming part of the Customer Solution will vary depending on the affinity rules set by Customer:



Service Levels

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Private Cloud Self-Service Portal – Virtual Machines		
Affinity and anti-affinity rules	Class of Solution	Availability of Virtual Machines in a Monthly Measurement Period
Affinity Must Rule – This allows specific Virtual Machines to reside on a specific underlying physical host however if that physical host fails then the Virtual Machines will NOT failover to another physical server in the Customer’s environment	Non-resilient	97%
Affinity Rule –This allows specific Virtual Machines to reside on a specific underlying physical host but if that physical host fails then the Virtual Machine will failover using HA to another physical server in Customer’s environment.	Resilient	99.9%
Anti-Affinity Rule – This allows users to define that Virtual Machines are kept apart from different underlying physical hosts. Service Level will apply as long as the Customer has deployed an N+1 architecture		

(d) **SLO- Private Cloud Disaster Recovery & Rapid Recovery**

- (i) Vodafone will use its reasonable endeavours to deliver the following Recovery Times Objectives and Recovery Point Objectives in respect of Disaster Recovery and Rapid Restore services as set out in the table below.
- (ii) **RTO-** Recovery Time Objectives
- (iii) **RPO-** Recovery Point Objectives

Disaster Recovery Service	RTO	RPO
Bronze	24 hours (per server)	24 hours (all servers per system)
Silver	4 hours (per server)	12 hours (all servers per system)
Gold	2 hours (per server)	1 hour (all servers per system)
Platinum	1 Hour (per server)	15 minutes (all servers per system)
Rapid Restore	RTO	RPO
Bronze	12 hours (Per server)*	<i>15 minute recovery points available.</i>
Silver	6 hours (Per server)	<i>15 minute recovery points available.</i>
Gold	4 hours (Per server)	<i>15 minute recovery points available.</i>
Platinum	2 hours (Per server)	<i>15 minute recovery points available.</i>

- (e) RTO and RPO shall not apply during any planned test of this Service Element.



Service Levels

Vodafone Business Customers

- (f) Vodafone is not liable for any failure to satisfy the RTO or RPO in the event that the source (primary) private cloud platform has been corrupted, and any standby Virtual Machines on Customers target (secondary) private cloud platform is not operational post replication.

5. Priority of Incidents

5.1 The following Priority Levels apply to the Service:

Priority Level	Priority Level Example(s)
1	Total loss of one or more Service Elements that results in the Customer Solution being unavailable.
2	Intermittent fault or substantial degradation of one or more of the Service Elements that substantially impacts the Customer Solution.
3	Issue that materially affects the use of the Customer Solution that is not a Priority Level 1 or 2 issue such as a loss of second site, failure of one or more resilient Devices, failure of a feature of a non-resilient Devices, e.g. a power supply failure in server.
4	Issue that does not materially affect the use of the Customer Solution such as Total disk usage at 90% Investigations and advice will be given.

6. Incident Resolution Times

6.1 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.

Priority Level	Incident Resolution Time
1	4 Working Hours
2	8 Working Hours
3	48 Working Hours
4	n/a

6.2 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's obligations is excluded.

6.3 The Incident Resolution Time for Customer and third party locations shall be increased to 8 hours in respect of (i) Firewall Management Services and (ii) Internet VPN Management

7. Security Incident Response

7.1 A Security Incident is raised following initial investigation by Vodafone security operations centre (SOC). Where the SOC determines that an alarm should be classified as a Security Incident, the original Incident ticket is closed and the Service Level timer is stopped. The Incident then becomes a Security Incident. A Security Incident Response (SIR) ticket is raised and Customer is contacted. The nature of Security Incident investigation means that SIR tickets have no Service Level for resolution but the following targets will apply:

Priority Level	Priority Level Example(s)	Time to Respond	Time to Conclude Investigation
1	Total loss of one or more Service Elements that results in the Customer Solution being unavailable.	2 hours	12 hours
2	Intermittent fault or substantial degradation of one or more of the	4 hours	12 hours



Service Levels

Vodafone Business Customers

Priority Level	Priority Level Example(s)	Time to Respond	Time to Conclude Investigation
	Service Elements that substantially impacts the Customer Solution.		
3	Issue that materially affects the use of the Customer Solution that is not a Priority Level 1 or 2 issue such as a loss of second site, failure of one or more resilient Devices, failure of a feature of a non-resilient Devices, e.g. a power supply failure in server.	Not applicable for Security Incidents	
4	Issue that does not materially affect the use of the Customer Solution such as Total disk usage at 90% Investigations and advice will be given.	By end of next working day	12 Working Hours
<p>Respond or Responded means Vodafone first begins actively working on the matter calculated from the time of the initial alarm.</p> <p>Time to Conclude Investigation means Vodafone have concluded their initial investigations and this time commences after Vodafone has Responded.</p>			

8. Service Credits

8.1 Service Credit for delay

- (a) Customer is entitled to a Service Credit if the Service Commencement Date of a new Service Element is delayed beyond the ARFS.

Delay in Service ARFS Date of:	Service Credit (% of installation charge)
1 point per calendar day after the ARFS Date	1 point = 1% up to a maximum of 12.5%

- (b) A Service Credit cap of 12.5 % of installation Charges relating to the applicable ARFS Date applies to the Service Credit Customer may claim for this Service Level.
- (c) For the purposes of the Service Credit calculation, the following are excluded from the installation charge:
- (i) the cost of any Equipment or Software sold to the Customer as part of these Service Specific Terms; and
 - (ii) elements of the Customer Solution not covered by these Service Specific Terms, such as data or voice services;
- (d) If the Customer requests changes to the Customer Solution prior to the original ARFS Date, the original ARFS Date will not apply and the Parties will agree a revised ARFS Date from which any delay in the delivery of the Customer Solution will be measured.

9. Service Credit for Availability

- 9.1 The Service Credit is a percentage of the Monthly Recurring Charges payable in respect of the affected part of the Customer Solution during the Monthly Measurement Period. The Customer will be entitled to claim Service Credits for the month in which the relevant Service Level was not met as detailed in the relevant table below:



Service Levels

Vodafone Business Customers

(a) **Email Protection Services:**

Monthly shortfall percentage from Availability Service Level	Service Credit Percentage
0.01-0.99%	10%
1.00-1.99%	15%
2.00%+	20%

(b) **All Other Service Elements:**

Monthly shortfall percentage from Availability Service Level	Service Credit Percentage
0.01- 0.99%	15%
1.00-1.99%	20%
2.00-2.99%	25%
3.00-3.99%	30%
4.00-4.99%	35%
5.00%+	40%

10. Service Credit Terms

- (a) Notwithstanding any other provisions of these Service Terms, a Service Credit cap of 12.5% of the sum of the Charges in respect of the relevant Contract Year applies to the Service Credit payable by Vodafone in a Contract Year.
- (b) 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.
- (c) Service Credits do not apply to any Incident connected to any Excluded Event
- (d) A Service Credit cap of 12.5% of the Monthly Recurring Charges in any given Monthly Measurement Period applies in relation to the affected Service Element for Disaster Recovery & Rapid Recovery.
- (e) The total Service Credit payable in any given Monthly Measurement Period may not exceed 30% of the total Charges paid by the Customer in the preceding month.
- (f) If one Incident causes a failure of two or more Service Levels, only the greater Service Credit amount of the Service Levels is payable.
- (g) When calculating Service Credits, the Charges used in the calculation are limited to the Monthly Recurring Charges payable in respect of the affected part of the Customer Solution which has had a Qualifying Incident.
- (h) Service Credits as set out in these Service Specific Terms shall be the Customer's sole and exclusive remedy against Vodafone in respect of any failure in Service performance. Service Credits have been calculated as, and are, a genuine pre-estimate of the loss likely to be suffered by the Customer for failure in Service performance. Service Credit may only be applied to Charges for the Service and have no cash value.

Private Cloud & Hosting Service

Third Party Provider User Licence Terms



Vodafone Business Customers

1. VMware

The terms of the applicable Third Party Provider User License Terms accompanying or embedded in any VMware software provided can be found at www.vmware.com/downloads/eula.

2. RedHat

The terms of the applicable Third Party Provider User License Terms accompanying or embedded in any RedHat software can be found at <https://www.redhat.com/en/about/red-hat-end-user-license-agreements>.

3. Symantec End-Point Protection

The terms of the applicable Third Party Provider User License Terms accompanying or embedded in any Symantec provided software can be found at <https://www.symantec.com/about/legal/repository>

4. Microsoft

Microsoft Customer Licence Terms

End User License Terms

TERMS AND CONDITIONS REGARDING USE OF MICROSOFT SOFTWARE

This document governs the use of Microsoft software, which may include associated software, media, printed materials, and “online” or electronic documentation (individually and collectively, “**Products**”) provided by Vodafone. References to “you” and “your” in this document are references to the Customer.

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4.2 Use of Client Software

You may use the Client Software installed on your Devices only in accordance with your agreement with Vodafone and the terms under this document, and only in connection with the Software Services, provided to you by Vodafone. The terms of this document permanently and irrevocably supersede the terms of any Microsoft End User License Agreement that may be presented in electronic form during the installation and/or use of the Client Software.

4.3 Use of Redistribution Software

In connection with the Software Services provided to you by Vodafone, you may have access to certain “sample,” “redistributable” and/or software development (“**SDK**”) software code and tools (individually and collectively “**Redistribution Software**”). **YOU MAY NOT USE, MODIFY, COPY, INSTALL AND/OR DISTRIBUTE ANY CLIENT SOFTWARE AND/OR REDISTRIBUTION SOFTWARE.** Microsoft does not permit you to use any Redistribution Software unless you expressly agree to and comply with such additional terms, as provided to you by Vodafone.

Private Cloud & Hosting Service

Third Party Provider User Licence Terms



Vodafone Business Customers

4.4 Copies

You may not make any copies of the Products; provided, however, that you may (a) make one copy of Client Software on your Device as expressly authorized by Vodafone; and (b) you may make copies of certain Redistribution Software in accordance with Clause 4 (Use of Redistribution Software). You must erase or destroy all such Client Software and/or Redistribution Software upon termination or cancellation of your agreement with Vodafone, upon notice from Vodafone or upon transfer of your Device to another person or entity, whichever occurs first. You may not copy any printed materials accompanying the Products.

4.5 Limitations on Reverse Engineering, Decompilation and Disassembly

You may not reverse engineer, decompile, or disassemble the Products, except and only to the extent that applicable law, notwithstanding this limitation, expressly permits such activity.

4.6 No Rental

You may not rent, lease, lend, pledge, or directly or indirectly transfer or distribute the Products to any third party, and may not permit any third party to have access to and/or use the functionality of the Products except for the sole purpose of accessing the functionality of the Products in the form of Software Services in accordance with the terms of this agreement and any agreement between you and Vodafone.

4.7 Termination

Without prejudice to any other rights, Vodafone may terminate your rights to use the Products if you fail to comply with these terms and conditions. In the event of termination or cancellation of your agreement with Vodafone or Vodafone's agreement with Microsoft under which the Products are licensed, you must stop using and/or accessing the Products, and destroy all copies of the Products and all of their component parts within thirty (30) days of the termination of your agreement with Vodafone.

4.8 No Warranties, Liabilities or Remedies by Microsoft

Microsoft disclaims, to the extent permitted by applicable law, all warranties and liability for damages by Microsoft or its suppliers for any damages and remedies whether direct, indirect or consequential, arising from the Software Services. Any warranties and liabilities are provided solely by Vodafone and not by Microsoft, its affiliates or subsidiaries.

4.9 Product Support

Any support for the Software Services is provided to you by Vodafone or a third party on Vodafone's behalf and is not provided by Microsoft, its suppliers, affiliates or subsidiaries.

4.10 Not Fault Tolerant

The Products are not fault-tolerant and are not guaranteed to be error free or to operate uninterrupted. You must not use the Products in any application or situation where the Product(s) failure could lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("High Risk Use").

4.11 Export Restrictions

The Products are subject to U.S. export jurisdiction. Vodafone must comply with all applicable laws including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments. For additional information, see <http://www.microsoft.com/exporting/>.

4.12 Liability for Breach

In addition to any liability you may have to Vodafone, you agree that you will also be legally responsible directly to Microsoft for any breach of these terms and conditions.

4.13 Information Disclosure

You must permit Vodafone to disclose any information requested by Microsoft under the Vodafone's Agreement. Microsoft will be an intended third party beneficiary of your agreement with Vodafone, with the right to enforce provisions of your agreement with Vodafone and to verify your compliance.



Definitions

The following definitions are applicable to the Services:

Acceptance or Accepted	those parts of the Customer Solution that have been the subject of Acceptance Testing have achieved, or are deemed to have achieved, the Acceptance Criteria.
Acceptance Criteria	such criteria as established by Vodafone to determine whether or not the Customer Solution is ready for use by the Customer.
Acceptance Date	the date on which Acceptance occurs or is deemed to have occurred.
Acceptance Testing	testing of the Customer Solution that Vodafone has handed over to the Customer which shall be carried out by the Customer in accordance with these Service Specific Terms.
Acceptance Testing Period	a period of testing commencing on the Handover Date lasting: (i) for a continuous period of 10 days in the case of a new Solution; or (ii) for a continuous period of 5 days in the case of a new Device; in each case the "Acceptance Testing Period".
Agreed Ready for Service Date or ARFS Date	the date on which Vodafone plan to commence supplying the Customer's Solution following Vodafone's acceptance of the Customer's Order.
Agent	a software application that can be installed on an operating system
Anti-Virus Service	Vodafone will provide anti-virus software and monitor the software for updates ensuring relevant updates are applied on a regular basis. This only applies where Customer has ordered the Operating System Services.
Automated Service Request	a Service Request which is fulfilled via software instruction and is automatically delivered once successfully completed
Availability	the percentage of time the Customer Solution or Service Element as applicable is available for use in a Monthly Measurement Period.
Client Software	software that is installed on a Device that allows the Device to access or utilize the Microsoft Products.
Cloud & Hosting Centre	a Vodafone or third party data centre with connectivity to the Vodafone Network used to provide the Customer Solution to the Customer.
Cloud & Hosting Service Desk	the service desk provided by Vodafone for Customer Solution
Cloud Storage Gateway	the hardware or virtual appliance that presents file storage into Customer's Solution, providing a local cache for recently written data, whilst protecting all data written to it in the Cloud Storage Service
Cloud Storage Service	the Cloud Storage services to be provided by Vodafone to Customer as set out in separate Cloud Storage Service Specific Terms
Cloud Tiering Appliance	a hardware or virtual appliance that moves files from primary file storage to another storage tier by policy/schedule, replacing the original file with a small stub/pointer. Deployed with a high-availability module that provides read only access to data if the primary device fails.
Contract Year	means any period of 12 months commencing on the Service Commencement Date or an anniversary thereof.
Customer Software	either: 1) software purchased by the Customer from Vodafone pursuant to these Service Specific Terms or 2) software provided by the Customer.
Customer Solution	a set of Service Elements and Devices that together form the Solution for Customer.



Definitions

DDoS Mitigation Service	is a service designed to detect and mitigate distributed denial of service attacks via the public Internet, for customers taking Internet connectivity from Vodafone.
Device	any: (a) single manageable piece of Equipment, or (b) piece of Equipment supported by software shared across multiple customers such as a server, a router, a switch, a firewall or a storage array; or (c) in the case of the Third Party Provider User Terms, each of a computer, workstation, terminal, handheld PC, pager, telephone, personal digital assistant, “smart phone”, server or electronic device.
Early Life Support	the support provided by Vodafone for those parts of the Customer Solution that Vodafone has handed over to the Customer before those services are Accepted.
Early Life Support Period	the period commencing on the Handover Date and lasting for a continuous period of: (a) 20 days in the case of a new Solution; or (b) 10 days in the case of a new standalone Device that is not part of an existing Solution; or (c) such other period as Vodafone may agree with the Customer.
Email Protection Services	a service designed to scan emails for (depending on the Email Protection option ordered) viruses, spam, “pornographic images and Customer own specified content (Content Control).
End User	in the case of the Third Party Provider User Terms, an individual or legal entity that obtains Software Services directly from Vodafone, or indirectly through a Software Services Reseller.
Equipment Maintenance Services	maintaining, repairing, and replacing if necessary the Equipment.
Excluded Event	means 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) Customer’s request to modify or test a Service Element; (f) a Force Majeure event or Service suspension that is permitted under the Customer Agreement; (g) the inability or refusal by a Third Party Provider to provide the Mandatory Accompanying Service/access circuit at a Customer Site; (h) a configuration change during implementation; and (i) service failure at any other Customer Site; (j) Planned Works; (k) a period of suspension of the Service agreed between the Parties or permitted under the Customer Agreement, (l) an Incident which arises in Equipment or Software for which Vodafone are responsible but which has been modified or changed on the Customer’s behalf in a manner which has not been accepted in writing by Vodafone as having no effect on Vodafone’s liability to pay Service Credits; and (m) an Incident which arises as a result of the Customer failing to agree to the installation of an upgrade, patch or change recommended by Vodafone, such as security or other fixes; (n) denial of service attacks (DDoS), where DDoS mitigation services are not provided to Customer by Vodafone; (o) scheduled or Vodafone requested maintenance windows;



Definitions

	and (p) software or hardware components are no longer supported by the vendor and are therefore considered End of Life or Out of Support.
Extra Service Terms	the additional terms that apply to certain Service Elements ordered by Customer set out in the Extra Service Terms and/or as Vodafone otherwise advises Customer in writing.
GPG-13 Protective Monitoring Service	is an enhanced version of the Security Incident Response Service designed specifically for the UK Public Sector. It is only available within the UK and is subject to approval of the UK Government.
Handover Date	the date on which Vodafone notifies the Customer that the Customer Solution, or any part of it, is available for Acceptance Testing.
High Level Design	the document prepared by Vodafone to describe, the technical aspects of the Customer Solution including the Service Level details.
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.
Incident Record	a record of an Incident with a unique reference allocated to it which shall be used for all subsequent updates and communications
Inclusive Resource for Change	the number of free allotted hours of Vodafone (including any Third Party Providers) resource available for Customer to use in implementing changes, as notified to Customer from time to time
Infrastructure Services	provide installation, Software Patching and Updates and Monitoring and Reporting Services.
Monthly Measurement Period	the period from the Service Level 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 Service	the Vodafone provided connectivity from the Customer Solution to either the Vodafone Network or to shared Vodafone platforms
Optional Service Elements	the elements of the Service which are optional as set out in these Service Specific Terms.
Planned Works	planned Vodafone-initiated changes to the Service or Equipment (for example, to carry out essential maintenance or upgrades).
Primary IP Backbone Nodes	the specific nodes on the Vodafone IP Backbone that Vodafone identifies and notifies to Customer from time to time.
Procurement Services	provides the Customer with procurement, configuration and maintenance services for the Equipment
Professional Services	the optional services from Vodafone in order to customise the Customer Solution; obtain additional services based on the Customer's individual requirements; or obtain project management in respect of the Customer Solution.
Qualifying Incident	an Incident which has a Priority level of 1 or 2 and which prevents the Customer from using the Solution or a Service Element in accordance with the service parameters
Recovery Point Objective (RPO)	the maximum rollback point in time to which Customer's data will be restored during data restoration (e.g. where a RPO of 1 hour applies, and where disruption occurs at noon, data will be recoverable up to 11 am on the same day).
Recovery Time Objective (RTO)	the time taken to restore or reconfigure Equipment and commence the uploading of data to the target systems during the restoration process



Definitions

Redistribution Software	the software described in the Third Party Provider's User License Terms.
Security Incident	a threat to information or computer security as determined by Vodafone.
Security Incident Response	a service that uses a combination of correlation techniques to detect anomalous behaviour including statistical, behavioural and rules base analysis.
Server	a physical and/or virtual device running a hypervisor and/or operating system.
Service Credit(s)	the service credit payable by Vodafone to Customer in accordance with these Service Specific Terms.
Service Cover Period	as described in paragraph 1 of the Service Levels.
Service Level(s)	the service levels that apply to the provision of the Service as set out in these Service Specific Terms.
Service Level Commencement Date	the date which is the later of (where relevant) (i) the expiry of the Early Life Support Period (ii) the Acceptance Date and (iii) the Service Commencement Date for the Customer Solution or individual Service Element as applicable.
Service Level Objective or SLO	the performance Vodafone expects to provide, without associated Service Levels or Service Credit.
Software Maintenance Services	maintaining, updating and if necessary replacing the Software.
Software Patching and Updates	as part of this service Vodafone will monitor the operating system and database vendor updates and recommend appropriate patches and updates to the Customer.
Software Services	services that Vodafone provides that make available, display, run, access, or otherwise interact, directly or indirectly, with the Products. Vodafone must provide these services from data centre(s) through the Internet, a telephone network or a private network, on a rental, subscription or services basis, whether or not Vodafone receives a fee. Software Services exclude any services involving installation of a Product directly on any End User device to permit an End User to interact with the Product.
Solution	a set of Service Elements and Devices that together form a Solution.
Trouble Ticket	a record of an Incident with a unique reference allocated to it that is used for all subsequent updates and communications.
Virtual Machine	software container that can run its own operating systems and applications as if it were a physical computer
Vodafone Equipment	Equipment supplied by Vodafone for Customer's use and includes hardware and related software that Vodafone will use to provide the Customer Solution exclusively to the Customer at the Cloud & Hosting Centre.
Vodafone IP Backbone	is collectively represented by Vodafone autonomous system Networks known as AS1273, AS6660 and AS2529.
Vodafone Monitoring Infrastructure	the monitoring infrastructure at a Cloud & Hosting Centre that performs monitoring services in respect of various types of hosting and network equipment.
Vodafone Network	the Vodafone IP network between the primary backbone nodes, (excluding the connection from the Cloud & Hosting Centre to the Customer Solution, access facilities, the Equipment) and Customer Equipment.



Definitions

Vodafone Software	Software that Vodafone uses to provide the Customer Solution exclusively to the Customer at the Cloud & Hosting Centre where title remains with Vodafone or the Third Party Provider.
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