

Service Specific Terms and Conditions for the Provision of VDC Services

These Service Specific Terms and Conditions for the provision of VDC Services form Your Agreement with the Service Provider, together with the Standard Terms and Conditions and the Quotation Order Form.

1. Interpretation

- 1.1. In this agreement the definitions are as set out in the Standard Terms and Conditions annexed to the Quotation Order Form and the following words specific to these service specific terms will have the following definitions:

Backup means an optional service ensuring that data held in VDC virtual machine instances is backed up to a secondary repository facilitating restoration of data disk or file objects.

ConnectVDC means the service which provides You with a resilient connection between Your existing MPLS service and a single VDC instance.

Incident means an unplanned interruption to a service or a reduction in service quality.

License means a perpetual, user based, rental, or other software license as required to be purchased under the terms of a software license agreement from a Third-Party Software Vendor.

License Mobility means an arrangement whereby Licenses owned by You can be deployed/used within the VDC services. License Mobility must be permitted under the terms of any applicable License and must specifically permit Customer owned Licenses to be deployed on third party hardware (including the Azure Hybrid Cloud Service).

Planned Outage means proactive work required to maintain the service provided, which, with reasonable notice, requires a temporary outage in service. Any planned downtime shall not be included in Incident or service reliability measurements.

Service(s) means the VDC Service as detailed in the Quotation Order Form.

Service Affecting Incident means any failure of the Service, which, in the reasonable opinion of the Service Provider causes a loss of Service. In all such cases the Service shall be deemed unavailable, and the length of downtime recorded by the Service Provider from when the Incident is registered by the Service Provider and a Service Ticket allocated.

Service Provider Portal means the Service Provider's Customer Relationship Management system called HALO.

Service Ticket means the tickets which are raised in relation to Incident or Service Request via the Service Provider Portal.

SOW means the Statement of Works, which forms part of the Quotation Order Form where applicable.

Standard MAC means a move, add or change that is considered a standard change, which is a routine change that can be completed within 30 minutes by a Service Provider Engineer within the hours of Monday-Friday 9am-6pm.

Subscription means a logical container for billing and the provision of VDC resources.

Third Party Software Vendor means the owner of software which is either licensed by the Service Provider or licensed by You in both cases for software deployed/used within the Services.

VDC means a Virtual Data Centre which represents infrastructure as a service offering supporting compute, storage, networking, services and licensing.

VDC Instance means a single VDC tenant and associated "Edge Gateway" for a single customer within a single VDC site.

Virtual Machine means a hypervisor-based operating system instance of pre-configured size, capacity and performance.

Your Data or **Data** means data and files, including Personal Data, communicated, processed, stored, or submitted by You or Your Users in connection with Your or Your User's through the Software or Services.

2. Services

- 2.1. The Service is a VDC service which is the provision of an infrastructure "as a service" platform including, but not limited to, the following resources: -

- Compute Instances
- Storage
- Networking Services
- VDC Backup Service
- VDC Site Recovery
- Public IP Addresses
- Operating System Licensing

3. Additional VDC Service Terms and Conditions

- 3.1. Where the Service includes software, the same is provided on a licensed basis in accordance with the License terms and conditions applicable thereto, which You agree that You will comply with. Where the Service Provider is providing the Licences as part of the Service a monitoring agent may be installed in the environment for monthly licence consumption and verification.
- 3.2. You are responsible for ensuring that any software deployed is appropriately licensed and to inform the Service Provider of any changes that require additional licenses.
- 3.3. You may not and You are not licensed to install or use software or technology in any way that would infringe any Third-Party Software Vendor's intellectual property, technology or licensing usage rights.



- 3.4. Some vendors may require that software used on the Service must be licensed by the Service Provider. You agree that additional License charges may be payable for such software deployed on Virtual Machines on the Service.
- 3.5. The Service Provider reserves the right to change the licenses that are available from time to time and/or the units used to charge for licenses.
- 3.6. Where the relevant software License prescribes, Third Party Software Vendors (or their agents) may have a right to conduct audits on the deployment/usage of their software in the Services, You shall support the Service Provider in compliance with such. If an audit reveals any unlicensed software, then You shall within 14 days of notice order sufficient software Licences to cover its unlicensed use and reimburse the Service Provider any resulting software Licence Fees which are incurred as a consequence. Where You are unable or unwilling to comply with a Software License audit request then the You shall fully indemnify the Service Provider for all internal costs and charges from Third Party Software Vendor which it incurs as a result.
- 3.7. You shall be liable for all Your Data that You create from use of the VDC Service. You represent and warrant that You own all Your Data created within the VDC Service and that You have permission from the rightful owner for its use. The Service Provider disclaims all liability relating to any of Your Data within the VDC Service, and for all liability relating to unauthorised use (by other users) of Your Data.
- 3.8. Where You require support from the Service Provider to migrate or transition away from the VDC or ConnectVDC services, such as to engage with a third party, additional professional service charges may apply.

4. Licence Mobility

- 4.1. Where a relevant software License permits License Mobility, You agree that You will have complete responsibility and liability for all licensing matters in connection with such License Mobility and will indemnify the Service Provider in relation to all unlicensed use of software covered by License Mobility.
- 4.2. You agree that You will comply with all requirements of the Third-Party Software Vendor in connection with such Licence Mobility and in particular the documentation and/or the Third-Party Software Vendors verification process required for License Mobility. This includes the installation of monitoring agents to analyse licence consumption.
- 4.3. You will provide the Service Provider with details of the Licences used within its environment and support the Service Provider in the conduct of any software License audits as they apply to License Mobility. and will indemnify the Service Provider in relation to all unlicensed use of software covered by License Mobility.
- 4.4. Where Licence Mobility is used You must provide the Service Provider with confirmation that the relevant Licence Mobility form has been submitted to the Third Party Software Vendor before the setup / implementation of the environment can commence and the Service Provider must receive confirmation of Licence Mobility from the Third Party Software Vendor before the environment is set live, if this is not received the Service Provider will provide the Licences and associated charges applied per month until the confirmation is received.

5. Limited Warranties

- 5.1. The Service Provider warrants to You that the Services will substantially conform in all material respects to the Quotation Order Form, Documentation, and SoW when used in accordance with the SoW, reasonable instructions of the Service Provider and this Agreement. If there is any breach of this warranty which can be replicated or verified, the Service Provider will use commercially reasonable efforts to repair the Services or its internal processes to resolve such non-conformance. This remedy will be the sole and exclusive remedy for any failures of this limited warranty.
- 5.2. You shall indemnify, defend and hold the Service Provider harmless from and against any and all liabilities, losses, damages, cost, and expenses incurred or suffered by the Service Provider as the result of (i) any material breach of this Agreement by You; or (ii) any claim that Your use of Your Data or Personal Data with the Services violates any Data Protection Laws or other legal obligations.

6. Essential Maintenance & Support

- 6.1. Where the Service Provider plans to perform essential maintenance the Service Provider will endeavour to perform such works during periods of lower usage and will endeavour to give You seven (7) days prior notice. In the event of an emergency Change or Service Affecting Incident such notice may not be possible. This is without prejudice to or limitation of the definition of Planned Outage.
- 6.2. Technical break-fix support is provided when a VDC Service fails in the normal course of its function and requires intervention by the Service Provider to be restored to working order. Where You require support or assistance with the configuration of services or software, or systems installed by You on the VDC platform, You will require the support package entitled Managed SysOps support level.



7. ConnectVDC Specific Terms

The following terms and conditions shall apply when the Service Provider provides ConnectVDC to You.

- 7.1. ConnectVDC provides private connectivity between a Service Provider MPLS network instance and a single VDC Instance, this service does not provide internet access which must be implemented separately if required.
- 7.2. You must provide or approve the use of suitable private IP address ranges for use on the ConnectVDC service and within the VDC Instance.
- 7.3. The Service Provider shall not be liable in respect of any contract, agreement or relationship that You may have with any third party. If a dispute arises between You and a third party involving the ConnectVDC services, the Service Provider shall provide You with reasonable information and assistance (to the extent that such is not adverse to the Service Provider's interests to You (at Your expense) in the resolution of such dispute.
- 7.4. You may upgrade the bandwidth on the ConnectVDC service at any point. Bandwidth modifications requiring a change to the connection bearer may be service impacting.
- 7.5. ConnectVDC cannot be moved from one VDC instance to another, a cease and new provision would be required in order to deliver a ConnectVDC connection into another VDC instance.
- 7.6. Downgrades are not permitted within the Minimum Period.
- 7.7. The Service Provider will provide advice, planning and implementation of 1 Standard MAC's per month on the ConnectVDC service.
- 7.8. Moving ConnectVDC from one VDC Instance to another is not possible.
- 7.9. Penetration tests or stress tests must be notified in advance and authorised by the Service Provider before commencement. Security services may need to be disabled for the duration of penetration or stress tests. Requests for authorisation of penetration tests or stress tests should be made with a minimum of 20 working days' notice.
- 7.10. The ConnectVDC service does not provide:
 - 7.10.1. Log monitoring, analysis, or reporting.
 - 7.10.2. Security monitoring, analysis, or reporting.
 - 7.10.3. Security engineering or consulting.
 - 7.10.4. Support for services that are delivered by third parties.
 - 7.10.5. Project-related request activity.
 - 7.10.6. A VDC instance or any VDC resources (this is a separate item on Your Quotation Order Form).
 - 7.10.7. The transfer of any 3rd party licenses.

BY SIGNING THE QUOTATION ORDER FORM FOR THESE SERVICES VIA THE SERVICE PROVIDER PORTAL YOU CONFIRM THAT YOU HAVE READ THESE SERVICE SPECIFIC TERMS AND CONDITIONS FOR THE PROVISION OF VDC SERVICES AND AGREE TO BE BOUND BY THEM.

