

Cloud Services - Service Specific Terms (SST)

These Service Specific Terms (SST) together with any applicable Public Cloud Vendor Terms set out the terms and conditions which apply to the Supplier's cloud Services identified in the SCC MSA Order Form or other applicable ordering document signed by the Supplier ("Cloud Services"). In the event of a conflict or ambiguity between these SST and any relevant Public Cloud Vendor Terms, then the following order of precedence shall apply: (i) these SST; and (ii) the applicable Public Cloud Vendor Terms.

1. PROVISION OF CLOUD SERVICES

- 1.1 Supplier and the Public Cloud Vendors reserve the right to monitor the Customer's and its End Users' access to and use of the Cloud Services to verify compliance with these SST and the Public Cloud Vendor Terms.
- 1.2 The Customer will provide named contacts who will be:
 - (a) authorised to submit support requests on behalf of your organisation ("Nominated Contacts"). They will be the designated people with whom all contact is made regarding all requests; and
 - (b) provided with access to the SCC Services Portal (SCC Vision™) and rights to administer access for other Authorised Users in your organisation.
- 1.3 Supplier reserves the right to withdraw or modify any service description without notice, to the extent necessary to ensure compliance with any regulatory or legislative requirement, or in the interest of maximising the effectiveness of its services, provided that such withdrawal or modification does not have a material adverse effect on a Service.
- 1.4 The Customer acknowledges that, for certain Cloud Services, the Supplier is reliant on variable pricing arrangements with third party suppliers who may change their charges to the Supplier from time to time. Consequently the Supplier shall be entitled to increase or decrease the Charges to pass on the respective increase or decrease in charges payable by the Supplier specifically to the third party providers of the following: (a) data centre colocation or hosting (including private cloud) services due to price increases from the applicable supplier of racks or electricity/power; (b) network connectivity (including in connection with SCC's private Cloud Services) and telecommunications provided by network carrier(s); and (c) software used by SCC as a managed service provider in the delivery of its Cloud Services.
- 1.5 Unless specified otherwise in the applicable SCC MSA Order Form or other applicable ordering document signed by the Supplier, the Cloud Services shall continue for the agreed initial services term and thereafter until either party gives ninety (90) days written notice to the other party, such notice to expire no earlier than the last day of the initial service term.

2. CUSTOMER OBLIGATIONS

- 2.1 The Customer shall:
 - (a) ensure that it and its Authorised Users use the Cloud Services in accordance with the terms of these SST and the Public Cloud Vendor Terms;
 - (b) ensure that its network and systems comply with the relevant specifications provided by the Supplier and/or the Public Cloud Vendor from time to time; and
 - (c) be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to the Public Cloud Vendor Service, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.
- 2.2 The Customer agrees to be bound by and comply with the terms of the relevant end user licence or similar agreement for any software or online services used in respect of the Cloud Services (the "EULA").

- 2.3 The Customer shall ensure that it is sufficiently licensed to use the software ordered from Supplier or from a third party when using the Cloud Services. If the Customer exceeds its licensed use, it must inform Supplier in writing using the formal change control procedure or via a new order to increase the number of licences or licence scope accordingly.

3. CUSTOMER CONSENTS AND AUTHORISATIONS

- 3.1 As necessary for the performance of the Cloud Services and to the extent not prevented by applicable law, the Customer authorises Supplier to:
- (a) access any IT Infrastructure relevant to the Cloud Services; and
 - (b) share information or take such actions with respect to any part of your IT Infrastructure as required by law enforcement authorities or regulatory authorities or applicable law and in such cases Supplier will use reasonable endeavours to notify the Customer in advance, where permitted by such law enforcement and/or regulatory authorities or applicable law to do so.
- 3.2 The Customer represents, warrants, and agrees that it has and will maintain all permissions, consents, licences, rights, or authorisations necessary for Supplier to carry out the acts authorised in clause 3.1 of these SST above in its performance of the Cloud Services.

4. SCC SERVICES PORTAL (SCC VISION™)

- 4.1 The Customer's use of the SCC Services Portal (SCC Vision™) is governed by the SCC Vision™ Portal End User Licence Agreement (EULA).
- 4.2 In order to access the SCC Services Portal, the Customer will provide and maintain a list of Authorised Users with Supplier.
- 4.3 Supplier will provide the Customer with ten (10) SCC Services Portal Authorised User accounts as standard as part of the Cloud Services. In the event the Customer requires additional SCC Services Portal Authorised User accounts then these will be charged at the time of requirement and added to the agreed Charges.

5. PUBLIC CLOUD VENDOR SERVICE

- 5.1 In the case of a Public Cloud Vendor Service, the Customer may be issued with Public Cloud Vendor Credentials. The Customer shall not sell, transfer or sublicense its Public Cloud Vendor Credentials to any other party (except to agents or authorised representatives acting on its behalf).
- 5.2 The Customer shall not (and shall procure that its employees, contractors, End Users, agents and representatives do not) access, store, distribute or transmit any viruses, or any material during the course of its use of a Public Cloud Vendor Service that:
- (a) is unlawful, harmful, abusive, threatening, defamatory, infringing, harassing or ethnically offensive;
 - (b) facilitates illegal activity;
 - (c) is indecent, obscene or depicts sexually explicit images;
 - (d) promotes unlawful violence;
 - (e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability;
 - (f) is otherwise illegal or causes damage or injury to any person or property;
 - (g) causes annoyance, inconvenience or needless anxiety;
 - (h) is in breach of confidence, any intellectual property right, privacy right or any applicable data protection legislation or any other rights;
 - (i) is in breach of any law, statute or regulation or in connection with a criminal offence;

- (j) contains any viruses or other computer programs intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any information; or
 - (k) use the Public Cloud Vendor Service to send any unsolicited advertising or promotional messages.
- 5.3 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, a Public Cloud Vendor Service and, in the event of any such unauthorised access or use, promptly notify Supplier.
- 5.4 The Customer acknowledges that use of the Public Cloud Vendor Service in a manner not consistent with the Public Cloud Vendor Service Descriptions may adversely affect performance of the relevant Public Cloud Vendor Service and/or may result in:
 - (a) additional charges;
 - (b) Public Cloud Vendor Service Level exemptions; and
 - (c) the Customer being unable to claim service credits (if any) applicable to the Public Cloud Vendor service levels.
- 5.5 In order for Supplier to provide the Cloud Services, a Customer's Public Cloud Vendor tenancy must be electronically linked to the SCC Tenant (with appropriate read/write access) in accordance with the relevant Public Cloud Vendor Terms (or as Customer may be otherwise notified by Supplier in writing).
- 5.6 The Customer shall:
 - (a) designate Supplier as the licence vendor and/or work with Supplier to associate the Customer tenant with Supplier;
 - (b) ensure Supplier has an "admin" role or access in the Public Cloud Vendor's access management tool for each supported tenant;
 - (c) move supported tenants/public cloud services to SCC's designated area of the Public Cloud Vendor's environment to create Linked Customer Tenants and to enable Supplier's consolidated billing of Consumption Charges and other spend with Public Cloud Vendors; and
 - (d) provide Supplier with at least thirty (30) days written notice of its intention to unlink a Linked Customer Tenant (by removing the link between the Linked Customer Tenant and the SCC Tenant) acknowledging that the unlinking does not terminate the Cloud Services and that it shall also still be obliged to pay Supplier any outstanding Consumption Charges incurred in relation to the Linked Customer Tenant until the Linked Customer Tenant becomes an Unlinked Tenant.
- 5.7 The applicable Public Cloud Vendor is entitled to enforce the terms and conditions of these SST against the Customer as if it was the Supplier under the Contracts (Rights of Third Parties) Act 1999. Except for the applicable Public Cloud Vendor, these SST do not create any enforceable right for anyone other than the Supplier and the Customer. The rights of the Parties to rescind or vary the Cloud Services and these SST are not subject to the consent of a Public Cloud Vendor.
- 5.8 In order to make purchases from a Public Cloud Vendor using its Linked Customer Tenant, the Customer shall contact Supplier by email or telephone to arrange a Subscription associated with its Linked Customer Tenant. Supplier shall be free to accept or decline a Subscription request at its absolute discretion. If a Subscription request is accepted by Supplier the Subscription shall be governed by these SST to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing;
- 5.9 Supplier shall manage the Subscription and shall invoice the Customer for its Consumption Charges and other Public Cloud Vendor spend incurred by the Customer using the Subscription and its Linked Customer Tenant in accordance with these SST.
- 5.10 The Customer shall promptly provide Supplier with purchase order numbers on request (including for estimated purchasing volumes) in order to assist Supplier in its invoicing process in respect of the Public Cloud Vendor Services and shall provide a purchase order at any time on request

for the full value of any Consumption Charges and other spend incurred by the Customer with Public Cloud Vendors within each billing period. If a Supplier invoice does not contain a purchase order reference because the Customer has failed to provide Supplier with the same when requested to do so, then such invoice shall be deemed to be a valid invoice and shall be paid by the Customer.

- 5.11 The fees payable by the Customer for the Consumption Charges, Overages in accordance with clause 5.13 below and any other Public Cloud Vendor spend will be stated in the relevant consolidated monthly invoice. All fees are exclusive of Value Added Tax, which shall be paid by the Customer (if applicable) at the rate from time to time in force.
- 5.12 Supplier shall invoice the Customer for any Consumption Charges, Overage Charges and any other Public Cloud Vendor spend monthly in arrears. The Customer shall pay each Supplier invoice no later than thirty (30) days following the date of the invoice. All payments made by the Customer shall be paid in pounds sterling and in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 5.13 The Customer acknowledges that if it exceeds the permitted usage or quantities for the relevant Public Cloud Vendor Services it has purchased ("Overages") those Overages shall be automatically added to and invoiced to the Customer's account and included in the Supplier's invoice.
- 5.14 If a Public Cloud Vendor Service is subject to automatic renewal and the Customer has not provided written notice to Supplier or the Public Cloud Vendor of its intent not to renew in accordance with the Public Cloud Vendor Terms, the Customer acknowledges that SCC will invoice the Customer for all such renewals.

6. SUSPENSION RIGHTS AND RELIEF FOR CUSTOMER CAUSE

- 6.1 Supplier may suspend the Customer's use of, and access to, the Cloud Services and/or the Public Cloud Vendor Services in whole or in part:
 - (a) if a Public Cloud Vendor Service is suspended by a Public Cloud Vendor for any reason; and
 - (b) if the Customer does not comply with a material term of these SST (including any Public Cloud Vendor Terms).
- 6.2 Without prejudice to its other rights or remedies under these SST, Supplier shall have the right to rely on the Customer default to relieve Supplier from the performance of any of Supplier's obligations, to the extent the Customer default prevents or delays the performance of any of its obligations and Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Supplier's failure or delay to perform any of its obligations during a Customer default.

7. INDEMNITIES IN RELATION TO A PUBLIC CLOUD VENDOR SERVICE

- 7.1 The Customer shall defend, indemnify, and hold harmless Supplier, its affiliates, licensors and any Public Cloud Vendor (together the "Indemnified Parties") in full for and against all claims, costs, expenses, damages, liabilities and losses and all other professional costs and expenses) whatsoever and howsoever arising, incurred or suffered by the Indemnified Parties ("Losses") in relation to:
 - (a) the Customer's (or its End Users') use of the Public Cloud Vendor Service;
 - (b) Customer's (or its End Users') breach of any Public Cloud Vendor Terms howsoever arising;
 - (c) any claims made by a third party that any Customer data infringes the intellectual property rights of any third party; and
 - (d) any violation of the Public Cloud Vendor's acceptable use policy or any equivalent policy, governing the Customer's use of the Public Cloud Vendor Service.

7.2 The indemnities in clause 8.1 of these SST shall not extend to any Losses if the same are caused by:

- (a) any breach of the Cloud Services or these SST by Supplier; or
- (b) the negligence or fraud of any of the Indemnified Parties.

7.3 Supplier shall:

- (a) notify the Customer in writing of any claim against the Indemnified Parties in respect of which it wishes to rely on an indemnity at clause 8.1 ("Claim");
- (b) allow the Customer, at its own cost, to conduct all negotiations and proceedings and to settle the Claim, always provided that Customer shall obtain the Indemnified Parties prior written approval of any settlement terms (such approval not to be unreasonably withheld);
- (c) give the Customer reasonable assistance regarding the Claim as required, subject to reimbursement by the Customer of Supplier's reasonable costs so incurred;
- (d) not, without the Customer's prior consultation, make any admission relating to the Claim or attempt to settle it, provided that the Customer considers and defends any Claim diligently, using competent counsel and in such a way as not to bring the Indemnified Parties reputation into disrepute.

7.4 The limitations of liability in the SCC MSA or other applicable ordering document signed by Supplier shall not apply to the indemnities at clause 7.1 of these SST above.

8. LIABILITY

8.1 Supplier shall not be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Services, for:

- (a) unavailability of a Public Cloud Vendor Service (which may be separately warranted by the Public Cloud Vendor in a Public Cloud Vendor Service Description and/or in the applicable Public Cloud Vendor Terms); or
- (b) a transaction/purchase or supply agreed by the Customer with a Public Cloud Vendor or other third party using the Public Cloud Vendor Service; or
- (c) an Unlinked Tenant.

9. INTELLECTUAL PROPERTY RIGHTS

9.1 All intellectual property rights ("IPR") in or in relation to the SCC Services Portal and the Cloud Services (including any manuals and operating documentation relating to the same) or in any materials (including software) provided by Supplier and/or the relevant Public Cloud Vendor during the course of supplying the Cloud Services and /or Public Cloud Vendor Services, shall vest in Supplier or the Public Cloud Vendor (or its licensors) (as the case may be). The Customer shall have no title to or interest in any such IPR.

9.2 The Customer shall notify Supplier immediately if it becomes aware of any illegal or unauthorised use of the Cloud Services and/or Public Cloud Vendor Services or any of the IPR in the Cloud Services and/or Public Cloud Vendor Services and shall assist Supplier and/or the Public Cloud Vendor (or its licensors) (as the case may be) in taking steps reasonably necessary to defend the relevant owner's rights.

9.3 The Cloud Services and the Public Cloud Vendor Services and these SST do not grant either party any right, title, interest or licence in or to any of the other Party's trademarks or any trademarks of a Public Cloud Vendor.

9.4 The Customer must not remove any copyright, trademark or patent notices from the SCC Services Portal and/or the Cloud Services or Public Cloud Vendor Services.

10. CONSEQUENCES OF TERMINATION

10.1 On termination or expiry of the Cloud Services:

- (a) all licences granted under these SST shall immediately terminate and the Customer shall immediately cease all use of the Cloud Services;
- (b) the Customer shall not make any further purchases using the Public Cloud Vendor Services;
- (c) Supplier or the Customer (as the case may be) shall unlink all Linked Customer Tenants by removing the link to the SCC Tenant;
- (d) the Customer shall immediately pay to Supplier all of Supplier's outstanding unpaid invoices and, in respect of the Consumption Charges and/or other Public Cloud Vendor spend incurred by the Customer prior to termination or expiry of all Linked Customer Tenants, Supplier may submit an invoice, which shall be payable on receipt;
- (e) For the avoidance of doubt, termination or expiry of one Public Cloud Vendor Service shall not automatically terminate:
 - i. any other Public Cloud Vendor Service then in force at the date of such termination/expiry, or
 - ii. the Cloud Services.

11. DEFINITIONS

In these Cloud Services Service Specific Terms and the associated Cloud Services service descriptions, the following terms shall have the following meanings:

Term	Meaning
Authorised User	means any Customer employee, consultant, contractor, service provider or agent who is authorised by the Customer and issued Authorised User Credentials to access and use the SCC Services Portal.
Authorised User Credentials	the Authorised Users' unique user-ID(s) and associated password (assigned to a specific individual and may be periodically reassigned by the Customer, but not shared by multiple individuals at any one time) and used for access to the SCC Services Portal.
AWS Outposts	a family of fully managed solutions delivering AWS infrastructure and services to an on-premises or edge location.
Consumption Charges	the aggregate sum payable by the Customer for its use of all Public Cloud Vendor Services across all Linked Customer Tenants as detailed in the Customer's monthly consolidated invoice.
Customer Data	the data input by the Customer, End Users, Authorised Users, or Supplier (on the Customer's behalf) during or for the purpose of using the Cloud Services or facilitating the Customer's use of the Cloud Services.
End User	any individual or entity that directly (or indirectly through another user) accesses or uses a system or Cloud Service or a Public Cloud Vendor Service using the Customer's Public Cloud Vendor Credentials and whether or not an Authorised User.
Event Management Platform	the tooling Supplier uses to monitor and alert on the Supported Public Cloud Platform.
Global Administrator	a privileged user account that has the maximum authorisation possible to all parts of the environment.
Incident	means an event relating to and affecting the Cloud Services in respect of which, either the Supplier proactively offers assistance or is requested by the Customer to provide assistance.

Term	Meaning
IT Infrastructure	means any existing information technology (IT) infrastructure, environments, hardware, software, processes, policies and any other Customer provided elements which are integral to the successful provision of the Cloud Services.
ITSM or ITSM System	the Information Technology Service Management (ITSM) software system we utilise for recording and managing the lifecycle of Incidents and Service Requests.
Linked Customer Tenant	a Customer Public Cloud Vendor Service which is linked electronically to SCC's Tenant.
Microsoft Azure Stack	Stack HCI and Microsoft Azure Stack Hub, that extend Azure services and capabilities to your environment of choice.
On-site	The Customer's place(s) of work.
Operations Manual	means an operational level document created by Supplier during the applicable onboarding engagement and further maintained throughout the term of the Cloud Services, which details the technical specification of the supported Public Cloud Vendor Service(s) and any jointly agreed operational process, procedures and other such details as reasonably required relating to the operations of the Cloud Services.
Priority	a designation of an Incident to indicate its level of criticality.
Priority 1 or P1	the highest and most critical Priority and identified as 'Critical'. as described in the applicable service description.
Priority 2 or P2	the second level Priority and identified as 'High', as described in the applicable service description.
Priority 3 or P3	the third level Priority and identified as 'Medium'. as described in the applicable service description.
Priority 4 or P4	the lowest level Priority and identified as 'Low' as described in the applicable service description.
Public Cloud Vendor	the applicable Supported Public Cloud Vendor of a Public Cloud Vendor Service.
Public Cloud Vendor Credentials	the Customer's account credentials relating to a Public Cloud Vendor Service.
Public Cloud Vendor Service	a Public Cloud Vendor service as more particularised in the relevant Public Cloud Vendor Service Description and that is managed by Supplier providing the Cloud Services under the terms of these SST.
Public Cloud Vendor Service Description	the Public Cloud Vendor's individual service descriptions applicable to a Public Cloud Vendor Service, as located on the Public Cloud Vendor's website/portal and/or in the Public Cloud Vendor Terms (as may be amended by the Public Cloud Vendor from time to time).
Public Cloud Vendor Service Levels	the service levels (if any) applicable to a Public Cloud Vendor Service, as set out, or referred to, in the relevant Public Cloud Vendor Terms.

Term	Meaning
Public Cloud Vendor Terms	the applicable Public Cloud Vendor's terms and conditions, Public Cloud Vendor Service Descriptions including but not limited to those set out in Appendix 1 below.
Resource(s)	an entity or entities deployed in the Supported Public Cloud Platform such as a VM, where the manufacturer of the deployed entity is the Supported Public Cloud Vendor.
SCC Service Fee	the monthly service fee stated in the Order (which may be updated from time to time by the Parties in accordance with the Change Control Procedure) and charged by Supplier to the Customer for the supply of Cloud Services.
SCC Services Portal	Supplier's proprietary web-based portal that provides the capability for certain aspects of the Services, the raising, managing, and tracking of Requests and Incidents, public cloud and other tool(s) that manage access, monitoring, and alerting of Public Cloud Vendor Services or cloud platform Services.
SCC Tenant	Supplier's existing tenant, account or partner centre portal with a Public Cloud Vendor.
Service Request	means a request from the Customer to provide a non-incident based activity, such as, but not limited to information, advice or professional services, or for a standard change (a pre-approved change that is low risk, relatively common and follows a procedure) or for access to an IT service, being referred to as an "Innovation Request" in the SCC Services Portal.
Service Request Catalogue	a catalogue of actions the Customer can request and that we can action on your behalf, accessed via and referred to as "Innovation Request" in the SCC Services Portal.
Service Request Points	the unit value for each item listed in the Service Request (Innovation Request) Catalogue.
Subscription	means a purchasing arrangement/account set up by Supplier to enable the purchase of Public Cloud Vendor Services by a Customer.
Supported Public Cloud Platform	means public cloud platform services managed, developed and maintained by a Supported Public Cloud Vendor.
Supported Public Cloud Vendor	means those public cloud providers listed in Appendix 1.
Technical Account Manager (TAM)	an individual who acts as primary interface between the Customer and Supplier support teams for Cloud Services.
Tools	means any tools, scripts, software, and utilities.
Unlinked Tenant	a Customer Public Cloud Vendor Service(s) which is not a Linked Customer Tenant.

APPENDIX 1

Public Cloud Vendor Terms

Amazon

Vendor Name	Amazon Web Services (“AWS”)
Vendor Terms <i>(as may be updated by the Public Cloud Vendor from time to time.)</i>	<p>AWS Customer Licence Terms (including any documents referenced in the same) currently located at: https://s3.amazonaws.com/Reseller-Program-Legal-Documents/AWS+Reseller+Customer+License+Terms.pdf</p> <p>AWS Customer Agreement (including any documents referenced in the same) currently located at: https://aws.amazon.com/agreement/</p>
Supplementary Terms and Conditions	<p>Customer must ensure SCC always has Admin IAM Role on all SCC supported AWS organisations/accounts.</p> <p>To enable SCC consolidated billing of Consumption Charges, Customers must move supported AWS organisations/accounts to SCC AWS Master Payer Account</p>

Microsoft

Microsoft's SLA for Online Services, which includes individual Azure services, including service credits and monthly uptime calculation, can be accessed here:

<https://www.microsoft.com/licensing/docs/view/Service-Level-Agreements-SLA-for-Online-Services?lang=1>

Vendor Name	Microsoft Azure (CSP or EA/SCE licensing)
Vendor Terms <i>(as may be updated by the Public Cloud Vendor from time to time.)</i>	<p>Microsoft Customer Agreement (including any documents referenced in the same) currently located at: https://www.microsoft.com/licensing/docs/customeragreement</p>
Supplementary Terms and Conditions	<p>Customer must ensure SCC always has an Admin Azure Entra ID Role and admin access in Azure Partner Admin Link (PAL) for each supported Azure tenants/subscriptions.</p> <p>To enable SCC consolidated billing of Consumption Charges, Customers must move supported tenants/subscriptions to SCC's Partner Location Account/Partner ID.</p> <p>Customers with either a Microsoft Enterprise Agreement (EA), Enterprise Subscription Agreement (ESA) or Microsoft Customer Agreement (MCA) licensing shall designate SCC as the licence vendor and Digital Partner of Record (DPoR) and/or associate SCC via PAL in the Customer tenant.</p>