

As referred to in Clause 1.3 of the MSA, these Service Specific Terms set out the terms and conditions which apply specifically to the Cloud Services to be provided pursuant to an Order Form.

Unless otherwise defined in Annex A to these Service Specific Terms, all capitalised terms shall have the meanings set out in the MSA.

1. CLOUD SERVICES STRUCTURE

- 1.1 These Service Specific Terms, together with any applicable Cloud Provider Terms (collectively the “Cloud Terms”), shall govern the provision of the Cloud Services by Supplier, and the consumption of the Cloud Services by Client.
- 1.2 In the event of a conflict or inconsistency between these Service Specific Terms and Cloud Provider Terms, the Cloud Provider Terms shall prevail to the extent of the conflict or inconsistency.

2. PROVISION OF CLOUD SERVICES

- 2.1 Supplier will provide the Cloud Services to Client in accordance with the Cloud Terms.
- 2.2 Supplier shall perform the Cloud Services in compliance with any laws directly applicable to Supplier as a provider of the Cloud Services.
- 2.3 Supplier will use generally accepted industry standard security technologies in providing the Cloud Services as determined by Supplier. More detailed data processing and security policies, if any, shall be included in the applicable Cloud Provider Terms.
- 2.4 Supplier may make changes to the Cloud Services that Supplier deems necessary or otherwise appropriate, provided that Supplier may not make changes to the Cloud Services that would have a material adverse impact on the core features and functionality of the Cloud Services. If such changes will have a material adverse effect, Supplier shall propose a change in accordance with the Change Control Procedure.
- 2.5 Supplier may use Cloud Provider Solutions in the provision of Cloud Services. Client acknowledges that Supplier can only provide a Cloud Provider Solution under the terms and conditions that the relevant Cloud Provider has made its Cloud Provider Solution available to Supplier.
- 2.6 Where Cloud Provider Solutions are provided through the Cloud Services, Client acknowledges that the Cloud Providers have reserved the right to change, discontinue, or remove features or functionalities from the Cloud Provider Solutions from time to time. To the extent technically possible and commercially reasonable, Supplier will manage such changes in order to minimise the impact on the Cloud Services. Where changes to the Cloud Provider Solutions would have a material adverse impact on the Cloud Services, Supplier will inform Client as soon as practically possible and at the latest at least ninety (90) days in advance of such changes to the Cloud



Provider Solutions coming into force, and enter into good faith negotiations with Client to agree on any changes to the Cloud Services and these Cloud Terms in accordance with the Change Control Procedure.

3. ACCESS AND USE

- 3.1 Supplier grants to Client a non-exclusive, non-transferable right during the Service Term for Cloud Services to access and use (and permit Users to access and use) the Cloud Services, in accordance with the Agreement.
- 3.2 Client may access and use the Cloud Services for its own internal business purposes only. Client agrees that it shall not license, sub-license, sell, resell, transfer, assign, distribute or otherwise commercially exploit the Cloud Services by making them available for access or use by any third-party that is not a User.
- 3.3 Supplier and the Cloud Providers reserve the right to monitor Client's and Users' access and use of the Cloud Services for the purposes of verifying Client's and Users' compliance with the Cloud Terms.

4. CLIENT RESPONSIBILITIES

- 4.1 Client is responsible for obtaining and maintaining all Client Equipment and network connections necessary to access and use the Cloud Services, and for paying any applicable third-party fees and charges incurred to access and use the Cloud Services.
- 4.2 Client shall be responsible for all acts and omissions of Users, as if they were the acts and omissions of Client, and for ensuring that anyone who uses the Cloud Services does so in accordance with the Agreement. Client shall not, and shall ensure that Users do not: (a) take any action or omission that poses a security risk or may otherwise adversely impact the Cloud Services, including by interfering with or disrupting any security controls and mechanisms of the Cloud Services; (b) host or transmit any content, data or information that is illegal, or that infringes any third-party's rights, such as IPR or right of privacy; (c) take any action or omission that otherwise violates applicable Law; (d) copy, translate, make derivative works of, disassemble, decompile, reverse engineer or otherwise attempt to discover the source code or underlying ideas or algorithms embodied in the software applications or other systems used in the provision of the Cloud Services, unless expressly permitted under applicable Law, or remove any titles or trademarks, copyrights or restricted rights notices in the systems, software and other materials used in the provision of the Cloud Services; or (e) access or use (or allow a third party to access or use) the Cloud Services for the purposes of building products or services that are competitive to the Cloud Services.
- 4.3 Client shall promptly notify Supplier if it becomes aware of any breach or threatened breach of the terms of Section 4.2, or of any breach or threatened breach of security including any attempt by a third party to gain unauthorized access to the systems used in the provision of the Cloud Services, or any other security incident relating to the Cloud Services.
- 4.4 Client is responsible for responding to any request from a third-party regarding Client's use of the Cloud Services, such as a request to take down content under applicable law.



5. CLIENT CONTENT

- 5.1 Client (and Client's licensors, where applicable) own all rights, including all IPR, in and to the Client Content.
- 5.2 Supplier is authorised to host, store, process and transfer the Client Content in accordance with the Cloud Terms. Client is solely responsible for all Client Content, and for complying with any applicable law relating to the Client Content, and for obtaining any licenses to, consents for and rights in Client Content necessary for Supplier to provide the Cloud Services to Client.
- 5.3 In the event that Client Content contains any Personal Data, Client authorises Supplier, Cloud Providers and subcontractors (as applicable) to process such Personal Data, as required to perform the Cloud Services and in accordance with any data processing terms as set out in the Agreement or incorporated in or referred to in the applicable Cloud Provider Terms.
- 5.4 Client will obtain all required consents from data subjects and any other applicable third parties under applicable privacy and data protection laws before providing Personal Data to Supplier. To the extent required by applicable law, Client shall notify any data subjects whose data will be processed or stored on the Cloud Services that their data may be disclosed to law enforcement or other governmental authorities, and Client shall obtain the data subjects' consent to the same.
- 5.5 Client shall have the ability to access its Client Content hosted through the Cloud Services at any time during the term specified in the applicable Order Form.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1 Supplier and the Cloud Provider(s) (and their third party licensors, where applicable) own all right, title and interest, including all IPR, in and to (i) the systems, software and other content and materials used in the provision of the Cloud Services; and (ii) any suggestions, ideas, enhancement requests, feedback or recommendations provided by Client or any other party relating to the Cloud Services, and Client hereby assigns any IPR in such items to Supplier.



Annex A

DEFINITIONS

"Client Content"	means any software, content, materials, data and information supplied by Client to Supplier under the Cloud Terms, including but not limited to any Personal Data (if applicable);
"Cloud Provider"	means a third-party cloud service provider, providing the Cloud Provider Solution, as identified in the relevant Order Form;
"Cloud Provider Solution"	means a cloud service identified in a relevant Order Form that is provided by a Cloud Provider and that forms a part of the Cloud Services provided by Supplier;
"Cloud Provider Terms"	means the terms and conditions applicable to a Cloud Provider Solution, which are either set out in Appendix 1 to these Service Specific Terms, or incorporated by reference through the Order Form;
"Cloud Services"	means the specific cloud services to be provided by Supplier to Client under an Agreement as set out and more fully described in the relevant Order Form; and
"User"	means any individual or entity that the Parties agree in an Order Form may access or use the Cloud Service.



Appendix 1

Cloud Provider Terms

Office 365

Please refer to Microsoft Online Services Service Level Agreement document available here:

<http://www.microsoftvolumelicensing.com/DocumentSearch.aspx?Mode=3&DocumentTypeId=37>

Microsoft Azure

Individual Azure services, including service credits and monthly uptime calculation, can be accessed here:

<https://azure.microsoft.com/en-gb/support/legal/sla/>