

itm8

Third Party Services

1 Definitions

1.1 The following definitions shall apply:

- **Standard Third Party Services** means the Third Party Services listed as standard third party services below under section 3. This typically includes services provided by third parties that are used both for the Supplier's fulfilment of the Agreement with the Customer and for the fulfilment of agreements with other customers. These will often be services provided via a cloud provider and made available under their standard terms and conditions.
- **Third Party Supplier** means any natural or legal person who contributes to the Supplier's fulfilment of the Agreement, including companies affiliated with the Supplier.
- **Third Party Service** means all services provided by Third Party Suppliers for the fulfilment of the delivery responsibilities under the Agreement, regardless of whether the Third Party Supplier is listed below under clause 3.

2 The regulation of Third Party Services

2.1 Responsibility for Third Party Services

2.1.1 The Supplier is responsible for Third Party Services in the same way as for its own services.

2.1.2 Clause 2.2.1 does not apply to Third Party Services stated as Standard Third Party Services on [Legal & Compliance in itm8](#). Standard Third Party Services are provided on "**as is**" terms and the terms for the content of these services and the terms for the delivery of these are thus the Third Party Supplier's terms applicable at any time. This applies regardless of whether the terms are entered into directly between the Customer and the Third Party Supplier or between the Supplier and the Third Party Supplier.

2.1.3 The limitations on Supplier's liability for Standard Third Party Services do not apply to:

- a) The Supplier's obligations for the administration of Standard Third Party Services in clause 2.4.
- b) The Supplier's obligation to comply with Regulatory Requirements applicable to the Supplier's business.

2.2 Authorisation when replacing Third Party Suppliers

2.2.1 The Supplier may only replace Third Party Suppliers in accordance with any Data Processing Agreement between the parties when the Third Party Supplier is also a sub-processor.

2.2.2 Other Third Party Suppliers may be replaced by the Supplier without the Customer's authorisation, provided that this does not adversely affect the agreed Services.

2.2.3 When selecting Third Party Suppliers, the Supplier shall ensure that their services are suitable for the support of the agreed Services.

2.3 Changes in Third Party Services

2.3.1 General

2.3.1.1 A change in Third Party Services that means that agreed requirements for Services can no longer be met must be handled as a change and thus be authorised by the Customer,

however, see clause 2.3.2. Changes covered by this clause 2.3.1 are covered by the Supplier's fixed Operating Fee.

2.3.2 Changes to the Standard Third Party Services

2.3.2.1 If a change in a Standard Third Party Service means that agreed requirements for Services can no longer be met, the Supplier is obliged to replace the Standard Third Party Service or take other proactive remedial action so that affected Services continue to fulfil the requirements of the Agreement.

2.3.2.2 This applies correspondingly if a change in a Standard Third Party Service means that the Supplier's obligation to comply with Regulatory Requirements applicable to the Supplier's business will no longer be met.

2.3.2.3 For other changes to Standard Third Party Services, the Supplier shall offer replacement or other form of remedy when the Supplier deems it appropriate.

2.3.2.4 The Supplier's replacement of Standard Third Party Services or remediation in accordance with this clause 2.3.2 is not included in the Supplier's Operating Fee. The Supplier's costs of dealing with derived consequences shall, where immediately possible, be distributed among directly affected customers.

2.3.2.5 The Customer may choose to refuse to pay for the Supplier's remedy. In that case, the Supplier is no longer obliged to provide the covered Services in accordance with the requirements of the Agreement and the Supplier may, if necessary, discontinue the Services in question altogether.

2.3.2.6 The Customer is entitled to a proportionate discount where the Third Party Service is separately priced and where this service is either completely cancelled or significantly reduced as a result of changes at the Third Party Supplier.

2.3.2.7 The Customer shall not otherwise be entitled to a proportionate reduction or other form of financial compensation as a result of changes to the Services in accordance with this clause 2.3.2.

2.3.2.8 The Customer is entitled to terminate the Agreement with the agreed notice period, but without regard to the agreed cancellation period, as a result of changes to the Services or costs incurred under this clause 2.3.2, if the changes result in a significant increase in the total fixed fee paid by the Customer under the Agreement.

2.4 Management of Standard Third Party Services

2.4.1 In connection with the establishment of Services on behalf of the Customer, the Supplier may accept terms for access to and use of Third Party Services, including any agreement on personal data processing with the Third Party Supplier, where applicable.

2.4.2 Through the Agreement, the Customer authorises the Supplier to accept such standard terms and conditions for the use of Third Party Services on behalf of the Customer and with the Customer as contracting party towards the Third Party Supplier. The Customer is thus made aware of, and accepts to be a subject of obligation under the terms and conditions

and thus directly liable to the Third Party Supplier. The Customer is therefore obliged to familiarise itself with and comply with the terms and conditions of the Third Party Supplier, and the Customer shall indemnify the Supplier for any claim that the Supplier may face from the Third Party Supplier as a result of the Customer's failure to comply with the terms and conditions. The terms and conditions can be obtained from the Supplier at any time.

- 2.4.3 In the event of errors in Standard Third Party Services which adversely affect the Services, the Supplier shall report these to the Third Party Supplier or ensure that they are already registered with it and use reasonable, usual and expected efforts to have the remedy prioritised by the Third Party Supplier. In addition, the Supplier must keep the Customer informed of the progress of the remediation on an ongoing basis where this has been agreed as part of the agreed reporting.
- 2.4.4 The Supplier is obliged to make the terms and conditions for the Standard Third Party Services applicable from time to time easily accessible to the Customer.

3 Other terms and conditions

- 3.1 Advising on the consequences of using Third Party Services
 - 3.1.1 The Supplier shall, at the Customer's request, loyally advise the Customer on the consequences of the use of Third Party Services, including in relation to security and Service Targets.
- 3.2 Insight into terms
 - 3.2.1 The Supplier has compiled the Third Party Supplier's terms and conditions for the Standard Third Party Services at [Legal & Compliance in itm8](#). It is the Customer's responsibility to familiarise themselves with the terms.
 - 3.2.2 The Supplier will ensure that the links on the site to the Standard Third Party Supplier's terms and conditions are up to date, and it is the Customer's responsibility to regularly inform itself of any updates to these.