

Service Definition Document

Contract Description: Company ABC Plc - MPLS (WAN)

Contract reference: XXX/YYY/ZZZ

Service Type: Managed Public Cloud

THIS CONTRACT is dated: and made BETWEEN:

(1) ANS Group Ltd; a company registered in England and Wales under company number 3176761 whose registered office is at Synergy House, Manchester Science Park, Manchester M15 6SY ("Supplier") and

(2) Company ABC Plc; a company registered in England and Wales under company number 12345 whose registered office is at ABC Street, ABC Town, ABCshire, AB1 2CD ("Customer").

BACKGROUND

A The Supplier has developed a solution to be able to provide the Customer with the Service.

B The Customer wishes to use the Service in its business operations.

C The Supplier has agreed to provide and the Customer has agreed to take and pay for the Service in accordance with the Contract and subject to the Terms and Conditions.

This Contract shall take effect on the Commencement Date and shall continue, unless otherwise terminated in accordance with the Terms and Conditions until expiry of the Initial Term. Thereafter this Contract shall renew.

The Commencement Date of this Contract is TBC

Financial Summary

Initial Term: 00 Months

Total Service Charge: £000,000.00

1. Operational Services

1.1 Service Description

Normal Business Hours = 09:00-17:30, Monday to Friday (excluding bank holidays)
 Out of Hours = 17:30 - 09:00, Monday to Friday & 24 x 7, Saturday & Sunday
 24 x 7 = 24 hours a day, 7 days a week

ANS Service

Service	Service Description	Service Hours
Telephone and Remote diagnostics for faults	Fault diagnostics to troubleshoot software faults support via the following methods: <ul style="list-style-type: none"> • Telephone • Email • Remote connection 	Normal Business Hours
Service Desk - Non Business Critical Faults	The Supplier provides access with relevant phone and email contact details to the Supplier Service Desk for non-critical system/service down and/or affected scenarios (P2/P3/P4).	Normal Business Hours
Service Desk - Business Critical faults	The Supplier provides 24/7 access with relevant phone contact details to the Supplier Service Desk for critical system down scenarios (P1) only.	24 x 7
Priority Escalation to Vendor for faults	Priority escalation to vendor through partner channels.	Normal Business Hours
High Priority Escalation to Vendor	High Priority escalation to vendor through partner channels for Priority 1 business critical faults.	24 x 7
Ops Advisory & Architecture Validation	Cloud Engineer provide hands on validation and design guidance for new projects and applications.	Normal Business Hours
Service Reviews	Regular Service Reviews to be delivered in person at customer office location or ANS office locations.	Normal Business Hours
Night Watch	Execution of customer defined event driven tasks / processes.	Out of Hours
Asset Register	Cloud Resource asset register collected continuously for all cloud based assets within accounts under ANS service.	24 x 7
Event Log	Continuous event log collection of all actions performed on cloud platform through GUI, API or automation.	24 x 7
Platform Security Validation	Continuous monitoring of platform security against best practice and customer defined policies across Access Control & Network Port Policies.	24 x 7
Governance Management	Monitoring and enforcement (through reporting or policies) of resource tagging and resource tagging policies.	24 x 7

Dynamic Billing Reports	Customer Defined Grouping and Distribution of platform usage for chargeback, direct billing or budget allocation.	Monthly
Efficiency Optimisation Reports	Reporting on unused, under-utilised and misconfigured items that unnecessarily consume costs.	Monthly
AWS Reserved Instance Management Reports	Trending Analytics to produce reports on the most efficient Reserved Instance purchase recommendations.	Monthly
Budget Management Reports	Actual Spend vs. Budget tracking with reporting.	Monthly
Asset Reporting	Monthly Report of all cloud based assets within accounts under ANS service.	On Request
Event Log Reporting	Monthly Report of all actions performed on cloud platform through GUI, API or automation.	On Request
Platform Security Reporting	Monthly Report for platform security against best practice and customer defined policies across Access Control & Network Port Policies.	Monthly
Right Sizing	Reporting of resources sized incorrectly and unnecessarily consuming resources.	Monthly
Task Automation	Automation of repeatable tasks covering resource provisioning / de-provisioning / restarting and modifying of supported cloud resources.	24 x 7
Right Sizing	Out of Hours reconfiguration of resources sized incorrectly and unnecessarily consuming resources.	24 x 7
Enterprise Monitoring of Supported Assets	Collector to monitor the availability of all Customer Supported Assets covered under the Service. The Enterprise Monitoring services functionality is discussed in detail within the Managed Services Handbook.	24 x 7
Enterprise Monitoring Portal Access	Customer read-only access to a portal providing visibility of all Customer Supported Assets covered by the Enterprise Monitoring service.	24 x 7
GLASS Portal Access	Customer access to ANS GLASS portal providing visibility of all Service related tickets and information.	24 x 7

Vendor Maintenance

Service	Service Description	Service Hours
Microsoft Escalation Support	Inclusion of Microsoft Escalation Support for Azure.	24 x 7

1.2 Incident Management

Service Description

Support is accessed through the Supplier’s dedicated support line, call routing to the case owner or the relevant incident team can be made from this point to ensure the Customer reaches the expertise needed in a timely manner.

All incidents will be recorded on the Supplier Service Desk system under the Incident Management workflow. The Supplier records the name of the person reporting the Incident, time of call and any other pertinent information, along with criteria for resolution to ensure the workflow is initiated correctly.

It should be noted that the Customer shall report a Business Critical Incident via telephone only. The Supplier cannot offer any Service Levels for Business Critical Incidents via email.

Incident Priority Table:

Affect	Business Impact		
	Minor	Moderate	Major
System/Service Down	P3	P2	P1
System/Service Affected	P4	P3	P2
User Down/Affected	P5	P4	P3

Incident Response and Escalation Table:

Priority	Response SLA	Specialist Review	Escalation Manager	Escalation Director	Email Frequency	Target Resolution KPI
P1	30 Minutes	1 Hour	Immediate	Immediate	Hourly	4 hours
P2	1 Hour	2 Hours	4 Hours	4 Hours	4 Hours	1 Day
P3	4 Hours	4 Hours	2 Days	Never	Daily	5 Days
P4	1 Day	1 Day	3 Days	Never	Daily	15 Days
P5	2 Days	2 Days	5 Days	Never	Daily	None

For an Incident, “Response” is the time from when the Customer first logs a request via telephone for assistance to the time that the Supplier responds with a suitably qualified Employed person whether via an email, telephone call or in person. For detailed process flow see the current Managed Services Handbook. Support to provide a resolution shall be provided from the time of Response until such time as the Incident has been resolved.

For an Incident, “Escalation” shall take place if a resolution to the Incident has not been achieved within the timeframe set out in the table above, and will continue to be escalated until details of the Incident is given to the Escalation Director.

From the time of Response until resolution, updates shall be provided to the Named Contacts and/or Escalation Contacts by email at such frequencies as set out in the table above.

1.3 Design Guidance & Information Management

Service Description

All Design Guidance and Requests for Information require a Request for Information (RfI) form to be completed and submitted to the Supplier detailing the required validation or information. The Supplier will reject unapproved or incomplete RfI forms.

Requests for Information will follow the Change Management Process as defined in the ANS Managed Services Handbook. It should be noted that Emergency Changes will only be carried out in the event of a P1 scenario (either pro-active or reactive) and/or a major Security Incident where the Supplier deems appropriate.

All Normal changes are subject to the following risk assessment matrix

Impact on Service	High	Significant 3 CR3	Major 2 CR2	Critical 1 CR1
	Medium	Minor 4 CR4	Significant 3 CR3	Major 2 CR2
	Low	Candidate for Standardisation 5 CR5	Minor 4 CR4	Significant 3 CR3
		Low	Medium	High
Probability of Negative Impact Until Change is Successfully Completed				

Change implementation targets Table:

Change Type	Implementation Start Date
Normal CR1	1 Working Day from CAB Approval
Normal CR2	2 Working Days from CAB Approval
Normal CR3	3 Working Days from CAB Approval
Normal CR4	4 Working Days from CAB Approval
Normal CR5	5 Working Days from CAB Approval
Normal CR6	Projects Only
Standard	Change to be completed within 4 Working days from logging on ANS System

Emergency Changes are dealt with in conjunction with the Incident Management Process; further details of this and all other change types are detailed within the Managed Services Handbook.

Standard and Emergency Changes to the Service within the scope of this Contract will be completed by the Supplier at no additional cost.

Project and Normal Changes may require a separate Statement of Work to be agreed between the Customer and Supplier. Such changes may be subject to Additional Service Charge.

The Supplier will review security, critical and software updates and where appropriate log a Security Incident. Where the Supplier deems it appropriate the Supplier will then undertake any necessary Changes via Change Management Process, depending on the severity at the Supplier's discretion a Standard Change or Emergency Change will be implemented.

SAMPLE

2. Service Levels, Key Performance Indicators and Service Credits

Category	Service Level Target	Minimum Service Level	Service Credits
P1 Incidents	100% of incidents responded to within 30 minutes.	100%	1st incident missed response time - 5% Service Credit 2nd incident missed response time - 10% Service Credit
P2 Incidents	100% of incidents responded to within 1 hour.	Service credits apply from 2 nd failure within a calendar Month	1 st incident missed response time - 0% Service Credit 2 nd incident missed response time - 5% Service Credit 3 rd incident missed response time - 10% Service Credit
P3 Incidents	100% of incidents responded to within 4 hours.	80%	<80% - 5% Service Credit
P4 Incidents	100% of incidents responded to within 1 day.	None	No Service Credit
P5 Incidents	100% of incidents responded to within 2 days.	None	No Service Credit
Root Cause	100% of P1 Incidents to receive a Root Cause Analysis within 10 days.	None	No Service Credit

Service Credits are calculated as a percentage of the monthly Base Charge and in any event shall not exceed 10% of the monthly Base Charge in the month that the Service Credit arose.

3. Exclusions

The following Customer Causes are listed as exclusions, but this list shall not be considered complete or exhaustive and the Terms and Conditions should be consulted.

- Issues resulting from misconfiguration by the Customer
- Issues resulting from failures in maintenance/administration by the Customer
- Incidents arising from lack of training of the Customer
- Data restoration of any kind unless as part of a BaaS or Fully Managed back-up services purchased by the Customer
- Monitoring of Customer Supported Assets that do not comply to the minimum support requirements as defined in the Managed Services Handbook
- Technical Advice to any persons not listed as a Named Contact

4. Demarcation Zone

Scope limited to individual Customer Supported Subscriptions (Azure) and Accounts (AWS)

5. Customer Responsibilities

Including but not limited to:

- The Customer shall have an established end user support function that may be validated by the Supplier
- Where required, the Customer shall make available appropriately skilled Employed persons while an Incident is being managed
- The Customer is required to undertake an initial Impact Assessment before logging the Incident with the Supplier. Such Impact Assessment is to include:
 - Affected Services
 - Business Impact
 - Number & Type of users affected
 - Recent changes on affected infrastructure (regardless of perceived impact)
- The Customer shall provide full administrative access to the Supplier to all the services outlined in the Impact Assessment and any subsequently identified services
- The Customer is responsible for all data backups without exception. The Supplier does not backup any Customer data.
- The Customer shall provide the Supplier with suitable remote access to all supported systems
- The Customer is responsible for completing Change Request form in accordance with the Supplier's Change Management Process
- The Customer is advised to undertake regular valid backups of the configuration of all Customer Supported Assets and ensure they are available should the need arise to reinstate configuration on assets within the demarcation zone
- The Customer shall ensure that all relevant Customer employees have access to and have read the Supplier's Managed Services Handbook
- The Customer shall ensure 24x7x365 availability of a suitable Escalation Contact should the Supplier need to gain approval for an Emergency Change or to engage other aspects of the Customer's support functions

- The Customer shall provide suitable notice to any planned/scheduled maintenance that could affect the Customer Supported Assets including environmental changes.

6. Assumptions

- All Customer production AWS & Azure Accounts within the Demarcation Zone within this Contract are covered by a valid support agreement in line with this Contract Service Levels
- All Customer Supported Assets are in a Valid Supported Configuration
- All Customer specific pre-requisites have been completed before contract commencement

7. Pre-Requisites

- On-Boarding Health Check and Documentation
- Platform and where applicable WMI access for all monitored services

8. Partner of Record

ANS' Managed Cloud for Azure incorporates Microsoft Signature Cloud Support for any issues that require escalation to Microsoft. In order for this to be able to be fulfilled, Microsoft leverage information collected from the Partner of Record (PoR) system to assign back end support rights. As such ANS must be registered as the digital PoR on any Subscriptions that contain or contribute to assets under support or management for the entire duration of the agreement. Consequently, the Customer shall, prior to the Commencement Date arrange for ANS to be registered as the PoR on all Subscriptions that contain or contribute to assets under support or management for the entire duration of this agreement.

9. Amazon AWS associated Partner

Amazon AWS' partnership status is heavily reliant on demonstrating working relationships with AWS consumers, Amazon leverage information collected from the associated partner system to assign partnership status. As such ANS must be registered as the associated partner on any accounts that contain or contribute to assets under support or management for the entire duration of the agreement. Consequently, the Customer shall, prior to the Commencement Date arrange for ANS to be registered as the associated partner on all accounts that contain or contribute to assets under support or management for the entire duration of this agreement.

10. Named Contacts

The maximum number of Named Contacts for this contract is 10

The people listed below are the Named Contacts for this contract

Contact Name	Title	Phone Number	Email Address	Location	Request Change	Technology Area

The service is available to a stated list of agreed Named Contacts only. Where a secure PIN has been issued, it will be at the Suppliers discretion whether or not to log a new incident should the Customer be unable to provide, when asked, the Secure PIN.

11. Escalation Contacts

The people listed below are the Escalation Contacts for this contract

Contact Name	Title	Phone Number	Email Address	Location

Escalation Contacts are used to inform all relevant stakeholders within the Customer business hierarchy of the status of P1 Incidents. The proliferation of this information will take the form of automated emails.

Escalation Contacts will also possess the authority to approve Emergency changes should they be required.

12. Base Charges

The Charges in this section are contractually committed and cannot be reduced.

Service	Description	Rate

*monthly fee calculated based on the total of the prior month cloud services spend across all supported accounts / subscriptions times the above contract rate, with the minimum base charge being applicable until such a time that the above rate exceeds the below base charge, in which case the above rate will apply.

Total Service Charge: £000,000.00
Initial Term: xx

Please refer to the Managed Services Handbook for any Additional Service Charges.

13. Special Terms and Conditions

SAMPLE

For the avoidance of doubt, if there is a conflict between the Special Terms and Conditions in this Contract and any clauses or schedules in the Supplier Terms and Conditions, then the above Special Terms and Conditions shall take precedence.

14. Signatures

IN WITNESS of which this Contract has been duly executed by the Parties.

SIGNED for and on behalf of [CUSTOMER NAME] SIGNED for and on behalf of ANS Group Limited

Signature

Signature

Name:

Name

Position:

Position

Date:

Date:

Purchase Order Number: [CUSTOMER ORDER REF]

The Supplier Terms and Conditions are incorporated into and form part of this Contract. By signing this Contract you confirm that you accept our Terms and Conditions, located at:
<http://www.ansgroup.co.uk/terms-conditions/> as currently in force.

The Customer hereby accepts that when entering into further Contracts with the Supplier (under this Contract or otherwise), the Terms and Conditions may have been updated and agrees that such updated Terms and Conditions shall apply to and take precedence over all previous versions of the Terms and Conditions.

For the avoidance of doubt any Contracts previously entered into between the parties are listed below as "Previous Contracts" and it is agreed that the Terms and Conditions located at
<https://www.ans.co.uk/terms-conditions/> will now apply to those contracts.

Previous Contracts (Still Active)