

Service Definition Document

Contract Description: Company ABC Plc - RAPID Private Cloud

Contract reference: XXX/YYY/ZZZ

Service Type: Service Assured

THIS CONTRACT is dated xxx/yyy/zzz 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 covering hardware and software so as 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

Service Description

Normal Business Hours = 09:00-17:30, Monday to Friday (excluding bank holidays)
 Extended Hours = 06:00-22:00, 7 days a week
 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: 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
Asset Register for Supported Assets	An inventory of all Customer Supported Assets as part of the Service.	Normal Business Hours
On-boarding Health Check with documentation	The Supplier may undertake an On-boarding Health Check on behalf of the Customer. Items to be supported under the Service will be reviewed and the Supplier will offer advice as to any remedial work required to be performed by the Customer. It is a requirement under this Contract that the Customer Operating Environment is in a working and supportable state in order to enable the Supplier to deliver the Service.	Normal Business Hours
Update Documentation	Contribute up to date information, ensuring that any relevant changes to the Service are provided.	Normal Business Hours
Configuration re-instatement in event of fault	Reinstatement of configuration from a valid Backup of Customer Supported Assets within the Demarcation Zone should a fault occur.	Normal Business Hours
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
RAPID Self-Service Portal	Customer access to RAPID portal providing the tools to self-serve Changes and Service Requests.	24 x 7
Level 2 Onsite Hands and Eyes	Where onsite hands and eyes are required e.g. reseal of a blade to help with investigations of Customers Supported Assets an engineer will be despatched. This service is capped at 2 engineer per month and would be reviewed during the Service Management Review.	24 x 7
Problem Management	ANS Problem Management processes are adhered to for incident, change and event reduction. Problems are reviewed during the Service Management Review.	24 x 7
Service Reviews	Service Review Meetings will be conducted at regular intervals (maximum monthly) between the Supplier and the Customer. The Service Review Report will be reviewed for the previous service period with the Customer's Service Manager.	Normal Business Hours
Root Cause Analysis	Applicable to P1 Incidents only, following a successful resolution of a P1 Incident, the Supplier will perform Root Cause Analysis. In the case of recurring Incidents (regardless of priority) further analysis may be undertaken to identify the underlying cause. Where applicable a Service Disruption Report will be created.	Normal Business Hours
Change Advisory Board Authority	The Supplier will act as Change Advisory Board Authority for all Changes considered Standard Changes or Normal Changes for the Customer Supported Assets.	Normal Business Hours
Change Management Process	The Supplier will take full ownership of the Change Management Process for the Customer Supported Assets.	Normal Business Hours
Emergency Changes	Following a Security Incident or Business Critical Incident the Supplier will implement Emergency Changes.	24 x 7

Vendor Maintenance

Service	Service Description	Service Hours
Storage Disk Replacement	Replacement of any failed or pre failure disk. Parts to site within 4 hours of request being made to NetApp.	Extended Hours
Hardware - 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) on hardware with appropriately covered vendor maintenance.	Normal Business Hours
Hardware - 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) on hardware with appropriately covered vendor maintenance.	24 x 7

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	Critical
System/Service Down	P3	P2	P1	P1
System/Service Affected	P4	P3	P2	P1
User Down/Affected	P5	P4	P3	P2

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	2 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.

Change Management

Service Description

All Changes require a Request for Change (RfC) form to be completed and submitted to the Supplier detailing the required Change. The Supplier will reject unapproved or incomplete RfC forms.

Changes 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.

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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
CR1 Change	100% of Changes start implementation within 1 Working Days from CAB Approval	100%	1 Change Missed Implementation time - 5% Service Credit 2 Changes missed Implementation times - 10% Service Credit
CR2 Change	90% of Changes start implementation within 2 Working Days from CAB Approval	85%	5% Service Credit
CR3 Change	90% of Changes start implementation within 3 Working Days from CAB Approval	None	No Service Credit
CR4 Change	90% of Changes start implementation within 4 Working Days from CAB Approval	None	No Service Credit

CR5 Change	90% of Changes start implementation within 5 Working Days from CAB Approval	None	No Service Credit
Standard Change	100% of changes implemented within 4 working days	90%	5% Service Credit
Managed Comms line Availability	100%*	99.90%*	Availability 99.89% to 99.80% - 5% Service Credit per month <99.80% - 10% Service Credit per month
RAPID Cloud Availability (Availability of the Hypervisor to the local Network)	100%*	99.99%*	Availability 99.98% to 99.90% - 5% Service Credit per month >99.90% - 10% Service Credit per month

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.

Service Credits are calculated as a percentage of the monthly Base Charge for the effected Customer Supported Asset and in any event shall not exceed 10% of the monthly Base Charge in the month that the Service Credit arose. Where a Service Credit is due it shall not accumulate with any other Service Credit and only one Service Credit can be offered within the monthly period. Service Credits are applicable for the effected sub-elements of the network service. DSL and PSTN circuits are excluded from all Service Credits due to SLA limitations with circuit suppliers.

*Managed Network Availability - a site/circuit is classed available if a ping is successfully transmitted and received between the site managed CPE and the ANS EMS. Availability is calculated utilising the following formulas:

Agreed Service Time: $AST = 24 * 7 - (SW + M)$

Availability:

$$A = \frac{AST - \text{Downtime}}{AST} * 100$$

Managed Network Availability = $\frac{\text{Total Availability (Total Availability across all circuits)}}{\text{Total number of Circuits}}$

Key:

- Agreed Service time (AST)
- Scheduled Work (SW)
- Planned Maintenance (M)

*Availability is calculated utilising the following formulas:

Agreed Service Time: $AST = 24 * 7 - (SW + M)$

Availability:

$$A = \frac{AST - \text{Downtime}}{AST} * 100$$

Key:

- Agreed Service time (AST)
- Scheduled Work (SW)
- Planned Maintenance (M)

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
- End User support
- 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
- Failure to meet Availability SLA to due to local environmental factors such as power, cooling or network connectivity unless hosted within an ANS Datacentre

4. Demarcation Zone

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 physical access to all Customer Supported Assets at Customer Premises if/when required
- 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 required to ensure that all Customer Supported Assets are appropriately licenced and have Supplier recommended hardware and vendor support in place.
- 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 re-instate 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 an on-going availability of suitable Internet connection

- 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 Supported Assets within the Demarcation Zone within this Contract are covered by a valid software maintenance and 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
- Customer VPN connectivity will be maintained for the following elements of the Service to be delivered by the Supplier:
 - Telephone and Remote diagnostics for faults
 - Enhanced Monitoring of Customer Supported Assets

7. Pre Requisite

- On-Boarding Health Check and Documentation
- SSH, SNMP and where applicable WMI access for all monitored devices

8. 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.

9. 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.

10. Base Charges

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

Service	Description	Qty
RAPID Private Cloud	Service Assured RAPID Private Cloud	1

Total Service Charge: £000,000.00

Initial Term: 00 Months

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

11. Flex Charges

The Charges in this section can be flexed up or down depending on the Customers' requirements or needs.

The Flex Charges will be levied if any of the Services listed below are used or Provisioned for use at any time within a month.

Service	Description	Qty	Monthly Charge

12. Special Terms and Conditions

Example: The Supplier shall raise an invoice for the Services quarterly in advance.

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.

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13. 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 Ltd.

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.ans.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: <http://www.ans.co.uk/terms-conditions/> will now apply to those contracts.

Previous Contracts (Still Active)

[Any active contracts that this customer has]

14. Customer Supported Assets

Item ID	Item Name	Item Description	Serial Number	IP Address	Location	Monitoring Type	Monitoring Service Hours	Maintenance Contract Ref

15. Supplier Assets

Product Code	Item Description	Serial Number	IP Address	Location	Monitoring Type	Monitoring Service Hours

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