

MASTER SERVICES AGREEMENT

SERVICE DESCRIPTION



Service Description: Cloud Care

DESCRIPTION

Cloud Care is a support package aimed at providing a range of managed services to enhance, optimise, and simplify hybrid or multi-Cloud environments. Cloud Care consists of standard inclusions along with optional Add-Ons and has been crafted to help you maximise your return on your cloud environment.

OPTIONS, INCLUSIONS, AND ADD-ONS

You have two options to choose from:

Options	
Standard	Enterprise
Inclusions	
Standard	Enterprise
<u>Incident and Problem Management</u>	
Support to restore normal service operations swiftly and effectively with minimal impact to your business.	
<u>Event Management</u>	
Monitoring of your cloud environment to identify critical events, define detection and response strategies, and ensure uninterrupted service delivery.	
<u>Service Request Management / Moves, Adds and Changes (MACs)</u>	
Fulfilment of cloud environment service requests that will take up to 30 minutes to complete.	
<u>Change Management</u>	
Working with you to respond to operational change requests, which may require an assessment of risk and business continuity, impact, resource requirements and approval.	
<u>Capacity & Performance Management</u>	
Proactive capacity and performance management and alerting of anomalies as required.	
<u>Back up / Recovery Management</u>	
Routine back up and archiving of all agreed cloud services and data using cloud native solutions to help you with recovery of your data and protect you against the impacts of failure from its components.	
<u>Identity & Access Management</u>	
Monitoring of User accounts for any breaches or anomalies of a User's identity, and access to your cloud platforms or resources, by way of thresholds and alerting.	
<u>Monthly Health Reporting</u>	
A single monthly report focused on the health of your cloud environment and support we provide you.	
<u>License Management</u>	
A detailed section within the monthly report capturing all licenses specifying: date subscribed, date expiring, cost of each license, renewal data, usage, and number of Users on said license.	
<u>Cost Management</u>	
A detailed section within the monthly report capturing total monthly cost, cost by accounts, cost by services, and any associated trends to provide you with a breakdown of your cloud spend. We may also advise you of any cost saving opportunities based on our findings.	
<u>Proactive Infrastructure & Platform Monitoring & Alerting</u>	
Proactive monitoring of performance, security, and availability of your cloud environment using advanced monitoring tools, accompanied by analysis of any potential issues to reduce the possibility of them impacting your operations.	
<u>Security Alerting</u>	
Alerting of monitored resources and alerting on security threats, breaches, and anomalies which are identified by the native Cloud platform security tools.	

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	<p><u>Platform Configuration or infrastructure as code Management</u></p> <p>Design, creation and build of infrastructure as code management services within your cloud environment aimed at reducing human error and to allow for applications to be delivered rapidly, reliably and at scale.</p>
	<p><u>Quarterly well architected review</u></p> <p>A quarterly review on current workloads and landing zones to examine workloads through various lenses and produce a report outlining any recommendations for improvements based on industry best practices to inform your monthly reporting.</p>
	<p><u>Cloud Expert Advisory Services</u></p> <p>Cloud Architects or Cloud Expert Advisory Services, in a consulting engagement, which can be used to assist with Cloud environments (4 hours per month – does not roll over).</p>

Add On's		
<u>Patch Management</u>	Operating system patching in your Cloud Platform production environment to facilitate timely and secure application of patches and updates, to ensure systems remain secure and perform optimally.	Please refer to the Pricing Schedule
<u>Moves, Add, Changes and Service/Support Requests</u>	Request of changes via the self-service portal that will require more than 30 minutes of work, a detailed investigation or design work to implement.	Please refer to the Pricing Schedule

SERVICE CONDITIONS

1. Available on a 12, 24 or 36-month Service Initial Term.
2. In order to have the Cloud Care Service it is a requirement that you also have either the Business Enhanced Service Centre or Enterprise Service Centre.
3. In order for us to support your Cloud environment you must have an existing cloud environment.
4. Your Cloud Care Service will automatically terminate if you no longer have a cloud environment.
5. You can terminate the Service Term of the Cloud Care Service by providing 30 days' notice.
6. Early Termination Charges may be payable.
7. Your first invoice will commence at the time of handover to operational support (Cloud Care).
8. Monthly invoices will vary based on your Cloud consumption, usage, spend, global exchange rates and Cloud Care support base Charges.
9. Your invoice will automatically adjust between tiers, as described in the pricing schedule, based on your monthly spend.
10. Exchange rate currency conversion includes a 2.5% foreign exchange settlement charge.
11. MAC (Moves, Adds, Changes) may apply to this Cloud Care Service.
12. During onboarding, if we become aware of any discrepancies in your security, we will notify you and we may need to pause onboarding to allow time for you to remediate.

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13. During onboarding we will work with you to agree a roles and responsibilities matrix to define the split between actions owned by your helpdesk, Users or other nominated personnel and our Cloud Care team to support successful resolution of an incident or service request. You must ensure your responsibilities are met. Failure to do so may impact on our ability to provide the Cloud Care Service.
14. You are responsible for providing access to the relevant resources, systems, and materials to enable onboarding and the delivery of the Cloud Care Service.
15. You may be required at times to provide the necessary business context and confirmation of activities outside the scope of our level of visibility and privileges.
16. You will participate in discussions and meetings and will ensure any customer owned actions raised in meetings are progressed in a timely fashion or as agreed.
17. You will inform (or authorise us to inform) all relevant parties of the activities being carried out by us under your authorisation, including any key third parties.
18. You will provide access to your physical offices as required.
19. We will monitor Cloud production environments only as part of base Charges.
20. We will be responsible for providing the monitoring toolsets to enable alert management, event management and incident management processes to occur.
21. Any additional contractual arrangements, engagements or additional support required from us will be captured under an MSA variation or a Statement of Work with its own terms. This will incur additional charges.

Add On: Patch Management

22. Patching will be exclusive to your cloud platforms only.
23. Patching will be on production environments only and limited to operating systems.
24. We will back-up product environments at regular intervals, once per month, to support rollbacks where required. Should you require anything different, this will incur an additional Charges.
25. Patching environments may be shared, and therefore accountability regarding the success of any patch will be owned by the organisation who has applied it.
26. All patching will be undertaken during an agreed window per calendar month.
27. Where patching is required outside the agreed window, we will communicate with you to agree an appropriate time to complete the patching. Variations to this support will be managed per customer.
28. You must inform us of any patching taking place in your production environment by either you or another vendor.

SERVICE EXCLUSIONS

The following are not included in the Cloud Care Service and would require a separate engagement:

29. Troubleshooting backup data stored outside agreed managed elements supported in Cloud Care.
30. Undertaking work or involvement in the creation or upkeep of business continuity plans.
31. Monitoring non-production environments.
32. Patching of non-production environments.
33. Remediation of security threats or anomalies.
34. Management of Enterprise Agreement (EA) licensing.
35. Creating, owning, and executing test strategies and testing plans.
36. Providing confirmation that applications work post operating systems patching being applied.

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37. Patching of non-OS components (e.g., Antivirus, Explorer, Chrome)
38. Software, licences, storage, and the security associated with them, patching of the underlying OS or applications running, and all custom code or applications hosted on the platform.