

Service Definition Document

Between

HAYNE Solutions Limited

and

Customer

Schedule 1 - Statement of Price

Issued: DD/MM/YYYY

INSERT PRICING TABLE HERE

Subscription Term

The initial Subscription Term will run for a minimum of X months from DD/MM/YYYY until DD/MM/YYYY, except where a reserved instance option is adopted, where the Subscription Term will run to the end of the reserved instance.

The Agreement shall renew for an additional period of 12 months, in accordance with Clause 11.3, unless terminated by one party giving to the other not less than 30 days' notice to terminate.

On renewal under Clause 11.3, revised Statement of Price will be agreed between the parties and an updated Schedule 1 issued in support of the Agreement.

The Expiry Date shall be the date of such termination save where this Agreement has been terminated under Clause 16.

Early Termination Penalty

Should the Agreement be terminated prior to the end of the Subscription Term, a penalty charge equal to the lower of 18 months Server Management Fees or the remaining monthly Server Management Fees due to the end of the Subscription term shall be applied.

Invoicing Terms

Invoices will be raised monthly in arrears for all Management Fees and Usage Fees incurred during the previous month.

Payment Terms

1. Cleared funds are due 30 days from invoice date by Direct Debit.
2. We do not accept cheques.
3. HAYNE reserves the right to claim interest pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 after as well as before judgement.

Reinstatement Fee

The fee for reinstatement of services is equal to the last monthly fee charged pursuant to Clause 11.

Schedule 2 - Design Specification

Issued: 06/07/2021

HAYNE Cloud is a fully managed and tailored hosting solution based on the Microsoft Azure IaaS platform. The server operating system, storage, databases, network and software products are managed and monitored by HAYNE on behalf of the customer.

A. What is being provided in terms of architecture?

The platform is shown below:

Insert Architecture Diagram here

B. What services are we providing?

The following section details the activities that HAYNE will undertake on the customer's behalf during the lifecycle of the hosted solution:

HAYNE Cloud

Scope

HAYNE is providing the MS Azure server infrastructure as defined above.

Service Levels

The SLAs in respect of MS Azure can be found at:

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

Specific SLAs:

Servers - https://azure.microsoft.com/en-gb/support/legal/sla/virtual-machines/v1_9/

Backups - https://azure.microsoft.com/en-gb/support/legal/sla/backup/v1_0/

Storage - https://azure.microsoft.com/en-gb/support/legal/sla/storage/v1_5/

VPN - https://azure.microsoft.com/en-gb/support/legal/sla/vpn-gateway/v1_4/

Support and Server Management

Support and Server Management refers to the technical assistance and administration conducted by us to help you with your MS Azure server infrastructure. It forms a critical part of our service to you and makes the difference between your server working as you need it, and your server malfunctioning.

Scope

Support and Server Management included within our service to you is comprised of the following in relation to your Managed Hosted server(s) provided by us:

- Troubleshooting and resolution of issues affecting the operation of:
 - o Azure IaaS platform

o server operating systems

o pre-installed software (e.g. MS SQL, IIS, Sophos).

o Note this does not extend to vendor solutions or other third party solutions not detailed above, as this is covered under separate Application Support agreements where applicable.

- Patching, configuration, and optimisation of pre-installed software
- Installation of additional software components, subject to our sole consideration of technical feasibility, to ensure we can maintain a stable service for you

For the avoidance of doubt, this leaves the following as customer responsibilities:

- Operation of your own PCs / laptops that connect to the Managed Hosted servers (we will advise on client settings and assist where possible, but we cannot support problems with your PCs which should be referred to your internal IT support team)
- You are required to firstly triage the issue by the Customer to eliminate any local issues and to determine the scope. Once triaged HAYNE will provide first tier technical support and reproduce any reported problems before escalating to HAYNE with clear and precise steps to follow to reproduce the unwanted behaviour
- Internet connectivity to the servers

Response Times

The table below defines the priorities used by HAYNE when determining the appropriate means of responding to and resolving accepted support requests. In order to comply with agreed service levels, HAYNE reserves the right to increase or decrease the priority of a case once the case details have been established as agreed with the Customer.

Priority	Operational Impact	Description	Recommended Contact	Estimated Response Time	Initial
1	System Down	System is down or effectively unusable as a result of the problem. Problem causes mission-critical impact on the Customer's operation with no acceptable workaround	Email	Within 1 hour	working
2	Severe Impact	System is up and running, but the problem causes significant impact and has no acceptable workaround. High impact problem where operation is proceeding, but in a significantly impaired fashion.	Email	Within 2 hours	working

3	Major Impact	System is up and running and the problem causes only limited or insignificant impact to a small number of users with a short-term acceptable work around identified. Important to long-term productivity but is not causing an	Email	Within 3 working hours
4	Minor Impact	Use of the System is generally unaffected; an acceptable workaround or alternative solution is either available or not required.	Email	Within 1 working day
5	Information or advice request	Request for information, enhancement product or configuration clarification.	Email	Within 2 working days

Resolution Targets

The following table define the Resolution Targets that the helpdesk work to. Providing a guarantee as to when a problem can be fixed is not always feasible as it depends on the nature and scope of the problem and underlying cause, also there are a number of vendors involved in the solution which may have a contributing factor.

If an issue is under the immediate control of HAYNE, such as technical fault within Windows, a server that will not boot or a recent update, then we can provide certain guarantees. Where issues fall outside of HAYNE's control, e.g. a bug in the software vendor's software, or an on-premise issue affecting access, we are unable to provide guarantees and instead have to fall back to the vendors SLA's. We would however always work to our very best endeavours to get the customer operational where possible.

Where there is a major outage with a clear cause affecting the solution that we manage, e.g. the entire system is down due to data corruption, which is not due to a wider service provider outage, we would expect to get the systems back as soon as possible and typically within a working day by way of recovery from backup. For other issues where the cause is not immediately known, there will be a delay between investigating the issue, identifying the root cause and then a planning a course of action. Again, we always work to our best endeavours to get the customer operational. The Azure platform itself is backed by a 99.99% SLA and as such technical faults are very rare.

Incident Priority	Definition	Initial Response Target	Update Regularity	Resolution Target (Standard Support Hours) *
1	System Down	1 hour	Hourly	4 hours

Incident Priority	Definition	Initial Response Target	Update Regularity	Resolution Target (Standard Support Hours) *
2	Severe Impact	2 hour	Every 2 hours	8 hours
3	Major Impact	3 hour	Every 4 hours	16 hours
4	Minor Impact	1 working day	Every 24 hours	24 hours
5	Advice	2 working days	Every 32 hours	32 hours

Note, where actions are required of the customer or any 3rd party then the timing of the ticket will be put on hold until the response is received.

Service Levels

Please refer to the HAYNE Support Services Handbook for more information on contacting the HAYNE Support Team. This is available to view and download at <https://hayne.co/supporthandbook>.

Monitoring

Monitoring helps HAYNE maintain a highly reliable service - by monitoring important parts of your server(s) we are alerted to problems as they develop, enabling our technical teams to take proactive measures to reduce service disruption.

Although we try to detect all faults, software is complex and there are always new and diverse ways things can misbehave. We cannot guarantee to locate every possible fault condition, particularly as these are sometimes specific to your particular application code (e.g. the server might be working properly, but yet your application may not be). Our standard package includes monitoring of the following:

- **Availability:** Servers will be monitored for availability and included in the Network Operations Centre; which is prominently displayed within the HAYNE Support Team office for fast reaction to emerging issues
- **Security:** Logon and account activity
- **Events:** Windows event logs for critical system errors
- **Backups:** Success and failures
- **Updates:** Status of update across servers
- **Change tracking:** Changes to software, services and registry
- **Performance:** Key Performance Indicators such as those identified in table below

Area Monitored	Frequency	Warning trigger	Error trigger
CPU Load %	Every 60 seconds	> 60%	> 90%
Available memory	Every 60 seconds	> 80%	> 90%
Disk space used	Every 60 seconds	> 80%	> 90%
HTTP response tests	Every 60 seconds	Average > 100ms	Average > 500ms
Critical services running	Every 60 seconds	-	Service not running
Critical service port accessibility	Every 60 seconds	-	Port not accessible
SSL certificate expiration date	Once per day	Expiry within 28 days	Expiry within 7 days
SSL certification revocation status	Once per day	-	Certificate revoked
DNS resolution	Every 60 seconds	-	DNS resolution failed
FAP Datamart Publish Status	Ad hoc	Dependent on status, i.e. Update Structure Required, Publish Failed	

Note that the above is a high-level overview of the areas of focus for the monitoring; the overall tools, processes, metrics and alerts in place are comprehensive and subject to change due to the ongoing development of the underlying platform and technologies. In addition, HAYNE's approach is in a constant state of development and adaptation, often in response to customer specific issues, constraints or processes encountered during the lifecycle of the solution.

Backup & Recovery

It is important that you can recover from an adverse situation quickly and effectively, we achieve this by a comprehensive backup and retention policy.

Backups

Daily backups of all servers are performed as standard and kept offsite, we are able to restore individual files, directories or databases without overwriting the entire server. Only targeted data is overwritten and only upon request. If needed servers can be restored to an isolated environment for testing and validation, upon request. This may incur an additional cost.

Retention Policy

We retain a rolling backup history, so that we can restore any one or more files from any of your recent backups upon request. Standard retention is 7 x Daily, 4 x Weekly and 3 x Monthly.

Recovery

Standard Disaster Recovery during business hours:

RPO < 24 hours RTO < 4 hours

RPO: Recovery Point Objective

Recovery Point Objective (RPO) describes the interval of time that might pass during a disruption before the quantity of data lost during that period exceeds the Customer's maximum allowable threshold or "tolerance." In other words, the RPO is the answer to the question: "How much data can the business afford to lose? "

RTO: Recovery Time Objective

Recovery Time Objective (RTO) is the duration of time and a service level within which a business process must be restored after a disaster in order to avoid unacceptable consequences associated with a break in continuity. In other words, the RTO is the answer to the question: "How much time did it take to recover after notification of business process disruption? "

Service Level

Backup integrity and availability are important to us, but for occasionally operational reasons such as software or hardware malfunction, or a backup or restore process taking longer than normal to complete, may prevent us from maintaining the configured backup frequency or overall number of backup snapshots.

Any backup failures will be investigated and remedial action will be taken to restore regular backups and understand the root cause of the frequent failures.

The Customer will be notified of recurring failures or whether there are significant gaps within the recovery points.

As standard policy HAYNE implements SQL log backups which are retained for 7 days offsite, this allows data to be restored to any point down to the minute within a 7-day period. Outside of the 7-day log backup then recovery would be from the daily backups which are retained for 4 weeks, then weekly backups retained for 3 months and then annual backups. These RTO's and RPOs are provided as standard, other options are available but, in our experience, these are not cost-effective or necessary and typically what we recommend is far beyond on-premise customer standard.

Updates and Security Patching

Critical and security patches will be applied on a predefined monthly schedule during which downtime is required; in the case of an immediate threat patches will be applied in accordance with the Customer emergency change management process.

Our team of experienced support engineers regularly monitor a wide range of information sources to ensure we are quickly aware of emerging security threats.

Patches will be applied and tested in the TEST environment before being applied to development or production instances.

In order to provide the highest quality of service, once our engineers identify a threat or updated software we follow a strict quality assurance procedure before installing the update. This involves determining the urgency of the patch so we can allocate appropriate engineering resources, then begin initial rollout to non-critical servers before increasing our rollout in phases to all other customers based within the scheduled downtime period. While this process can take as little as a few hours in some more complex cases we are required to perform even more thorough procedures which can take longer but are essential to ensure the stability of your services.

Schedule 3 – Software List

Issued: DD/MM/YYYY

Software Being Provided By HAYNE	Software Being Provided by Customer

Schedule 4 – Data Protection

INSERT HAYNE DPA HERE

DETAILS OF PROCESSING ACTIVITIES

The following table sets out the details of processing as required by Article 28 of GDPR:

Purposes for which the Personal Data shall be processed. Please specify the purposes for which the Personal Data will be processed.	For the purposes of HAYNE providing the managed hosted services to the Customer
Description of the categories of the data subjects Please specify the categories of data subject whose Personal Data shall be processed.	The only personal details that HAYNE will process are in relation to usernames and passwords required for access to the solution, this may also include company email address
Description of the categories of Personal Data Please specify the categories of Personal Data that shall be processed.	The only personal details that HAYNE will process are in relation to usernames and passwords required for access to the solution, this may also include company email address
The duration of the processing of Personal Data Please specify how long you think the Personal Data will be processed for.	36 months from and including commencement of the agreement
General description of technical and organisational security measures Please describe the technical and organisational measures in place.	HAYNE apply the rule of least privilege in conjunction with RBAC. All data is encrypted both at rest and in transit. From an organisation perspective we follow the ISO 27001 framework as closely as possible.
Description of transfers of Personal Data to a country outside of the EEA Please record transfers of Personal Data outside of the EEA, recording the country and/or international organisation and, where applicable, please document suitable safeguards.	Not Applicable