



Cloud Infrastructure Service Definition/Contract Sample

Author:
Creation Date:
Last Updated:
Version:

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Cloud Support Contract

This document constitutes a contractual agreement between the two parties stated above, 'The Client' and 'Nurved Ltd', for the selected services chosen below.

Definition of Terms

1 st Line Support	This is the initial support level responsible for basic customer issues. The job of a 1 st line support specialist is to gather the customer's information and to determine the customer's issue by analysing the symptoms and figuring out the underlying problem. They decide the service level severity of the call. They can perform basic telephony and remote support.
2 nd Line Support	This is a more in-depth technical support level than 1 st line containing experienced and more knowledgeable personnel on a particular product or service. Most 2 nd line support is done remotely with occasional site visits as required.
3 rd Line Support	Highly specialised support for high level networking issues. The team is comprised of individuals who are experts in their fields and are responsible for not only assisting both 1 st and 2 nd line personnel, but with the research and development of solutions to new or unknown issues.
Network Support	<p>Solving issues/problems with the current network infrastructure. Current network infrastructure encompasses 'business as usual' software and hardware problems only. Network support does not include network infrastructure configuration/reconfiguration, routing configuration/reconfiguration, workstation/laptop operating system installation/reinstallation, software installation/relocation or hardware installation/relocation.</p> <p>Any work requests outside of the network support scope will be classed as project work and will be invoiced separately.</p>
Project Work	All work to troubleshoot, correct, enhance or upgrade/downgrade the network infrastructure and that is not specifically to maintain the 'business as usual' running of the network. This includes: software/hardware upgrades, software/hardware reconfiguration, software/hardware relocation, software/hardware installation, routing reconfiguration, and consultation with other 3 rd parties supplying to the client on any matter.

Project based charge rates:

Senior Engineers (working hours – 09:00-18:00)	@ £600 per day or pro rata to nearest hour
Senior Engineers (out of hours – 18:01-08:59)	@ £150 per hour or pro rata to nearest quarter hr

Support service rates

Contingency for increase in machine quantity	@ £75 per machine per month
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1. Support Services

Cloud support is divided into 4 support levels; platinum, gold, silver and bronze.

	Cloud/ Networks & OS	Software Applications	Connectivity and Security	Hardware and Equipment
Platinum	X	X	X	X
Gold	X	X	X	
Silver	X	X		
Bronze	X			

- 1.1. Cloud/Networks and OS Support for issues with the Cloud Systems/Networking (Windows Server & OS 7,8/10, Mac OSX & Linux) and associated processes
- 1.2. Software Applications Support for issues with applications running on supported systems.
- 1.3. Connectivity and Security Support for issues with Network/Internet connectivity, leased line connectivity, Mobile connectivity for laptops, firewall installation/configuration, etc.
- 1.4. Hardware and Equipment Support for issues with hardware and/or hardware failure.
- 1.5. Costs for Support Levels

Support Level	Price / month / Workstation
Platinum	£100.00 + VAT
Gold	£75.00 + VAT
Silver	£65.00 + VAT
Bronze	£50.00 + VAT

Volume discounted rates are available, and will be detailed in the 'Schedule of Services Required and Associated Costs' section (below)

2. Service Levels

The helpdesk operator will establish the severity of the call. This will be confirmed in an e-mail to the client. The best support method will be decided upon by a senior member of the Nurved Support Team who will assign the appropriate engineer to deal with the issue.

2.1. Severity Level Definitions

SEVERITY 1	Critical business impact. End User has complete loss of service without any reasonable workaround and work cannot reasonably continue. Complete loss of service includes consistent crashes or hangs, incorrect data or data corruption.
SEVERITY 2	Serious business impact. End User has significant loss or degradation of services.
SEVERITY 3	End User experiences some limitation in the system causing some disruption to the level of service.
SEVERITY 4	A failure that has little or no impact on End User's operation. Systems are operational and the Customer is able to provide an acceptable level of service but may require advice or information.

2.2. Service Level Response Times

SEVERITY 1	Response within 30 minutes
SEVERITY 2	Response within 2 hour
SEVERITY 3	Response within 6 hours
SEVERITY 4	Response within 24 hours

3. Duration of Contract

The support agreement runs for a period of 12 months, but with the built-in contingency of a unilateral right for the client to extend upon request, on the same terms or until the agreement is formally terminated by either party in line with terms of termination stated below.

Support agreements may be upgraded at any point but can only be downgraded following a three month continuous period at the higher support level. At this point service deletions can take affect within 24 hours and costs being calculated on a pro rata basis accordingly.

4. Publication

The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Contract is not Confidential Information. The Client shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA. Notwithstanding any other term of this Contract, Nurved hereby gives his consent for the Client to publish the Contract in its entirety, (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted) including from time to time agreed changes to the Agreement, to the general public.

- a) The Authority may consult with Nurved to inform its decision regarding any exemptions but the Authority shall have the final decision in its absolute discretion.
- b) Nurved shall assist and cooperate with the Authority to enable the Authority to publish this Agreement.

5. Change Control/Management

The Change Management process is initiated once Nurved have received notification from the Contract/Project Owner/Manager.

A Change is defined as a single addition, removal or update to a configuration setting, operating system or application. Change Management additionally includes troubleshooting where required for the appropriate change.

6. Support Limitations

Support is limited to named network attached objects within this contact and attached schedule only. This support agreement **cannot** be used in conjunction with, or associated to, any other project, or associated work, carried out by Nurved, on behalf of the client.

This network support contract cannot be used to rectify problems caused by or associated to other 3rd party vendors supplying services to the client without prior agreement from a Director of Nurved Ltd.

7. Equipment Purchase or Replacement

Should any replacement, new or extra equipment be required, the costs (where the equipment is not under warrantee) will be agreed writing, from an authorised member of staff permanently employed by the client, and will be invoiced accordingly. Should the client wish for new items to be covered under this support agreement, a new costs and payment schedule will be drawn up and agreed by both parties in writing, by an authorised permanent member of staff. It is the client's responsibility to retain information on warrantees for items of equipment owned by them.

8. Costs for Cloud/Network Support

<i>Number of Servers</i>	<i>Cost / Month / Server</i>
>1	£249 + VAT

NB: Support includes all systems documented in the '**Server Support Services**' below. If there are other services that require support these can be included with prior agreement from both parties.

9. Costs for Network Object Support

9.1. Switches

<i>Switch Type</i>	<i>Cost / Month / Device</i>
Layer 2/3	£50 + VAT
Layer 4-7	£75 + VAT

9.2. Routers

<i>Items</i>	<i>Cost / Month / Device</i>
Router	£30 + VAT

9.3. Firewalls

<i>Items</i>	<i>Cost / Month / Device</i>
Hardware Firewall	£150 + VAT

9.4. Wireless Access Points

<i>Items</i>	<i>Cost / Month / Device</i>
Wireless Access Point	£30 + VAT

9.5. Backup Devices

<i>Items</i>	<i>Cost / Month / Device</i>
Backup Device	£30 + VAT

9.6. Printers

<i>Items</i>	<i>Cost / Month / Device</i>
Printer	£30 + VAT

10. Network Monitoring

In order to provide the required SLA, we will need to deploy network monitoring for each and every device on the supported subnet. Nurved will provide the monitoring server and install this into the customer rack. The use of SNMP/WMI will be deployed and all systems being centrally managed and monitored for all the of the following:

- Applications
- Services
- Operating Systems
- Network Protocols
- System Metrics and Infrastructure Components
- Network & System Performance

This includes the following features:

- Centralised view of infrastructure
- Predicative Failure Reporting
- Alert Acknowledgements
- Proactive Planning
- Reporting

The network monitoring solution will also include a virtualisation platform which is used to develop and test system updates, security patches, application updates and critical fixes. This is to ensure the integrity of the live production network and to strictly minimise and downtime to the network and services.

11. Secure Data Destruction

In order to ensure that our clients confidential financial data is protected we are able to provide software for secure data destruction. This will ensure that all data is removed from redundant kit and prevents any information from being retrieved by unauthorised parties. The software is approved by CESG for use in the government sector. The service costs £45 per workstation. An engineer will be required on site, for half a day (£300/half day), to do the data destruction which allows for more than one machine to be cleansed at the same time should you so wish. This service would be recommended for those changing their workstation(s)/laptop(s) for a new model.

Should it be required, Nurved can provide a physical destruction service for Hard Disks. The disk destruction process includes degaussing the disk first to remove any data, physically crushing the disk into 1cm square fragments and the issuing of a destruction certificate. This service costs £25 per disk (not including secure courier costs).

12. Confidentiality

Nurved will apply appropriate technical and organizational security measures to protect *Client Data* against destruction, loss, alteration, unauthorised disclosure or access, and against all other unlawful forms of processing. Nurved represents and warrants: (i) that it will comply with applicable data protection laws and regulations (including any requirement for notification to, or registration with, country data protection authorities), and (ii) that it will only access, use, manage, disclose to third parties, transfer overseas or otherwise process Client Data in accordance with client's instructions. The client authorises Nurved to process Client Data to the extent necessary to perform this Agreement. Nurved will not transfer any Client Data out of any country having data protection laws and/or regulations restricting transfers of Client Data unless that transfer is unavoidable in order for Nurved to perform its obligations under this Agreement, or where the client consents to the transfer in writing. On termination of this Agreement Nurved shall, at the client's request, promptly return or erase all Client Data stored in its internal systems.

'Client Data' is defined as "all of the Client's information, in whatever form, to which Nurved (or its representatives) has access in the course of the performance of this contract."

12. Limit of Liability

Nurved and its consultants, partners, agents and employees shall not be liable for any damages arising from malicious software (viruses, Trojans, worms), malicious 3rd party activities (hacking, cracking, social engineering) or 3rd party applications not previously approved, in writing, for support by Nurved.

- a) Nurved will be responsible for the above if caused by a direct result of performance or non performance (negligence) of the contract, where management/updates/monitoring of appropriate firewalls, antivirus, antimalware, email security has been neglected.
- b) Nurved will not be liable for any damages arising from introduction by the client to the network of personal, non-company approved or non-accredited data storage or transfer of data by any other unapproved means that results in any of the above and therefore damages arising from aforementioned actions. Any unapproved device or means for the use of transferring data or information to the client network must be scanned in the appropriate manner before introduction to the network in any manner.

Nurved's liability shall not exceed £1,000,000 for any liability save that which as a matter of law, cannot be excluded or limited. Nurved shall not under any circumstances accept liability (whether under contract, tort (including negligence), statutory duty or otherwise), for any consequential or indirect loss or damage.

Nurved shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by Nurved, arising out of the Nurved's performance of its obligations under the Contract, including death or personal injury, loss of or

damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by Nurved. Such insurance shall be maintained for the duration of the Contract Period.

Nurved shall effect and maintain appropriate professional indemnity insurance cover during the Contract Period and shall ensure that all agents, professional consultants and sub-contractors involved in the supply of the Services do the same. To comply with its obligations under this clause and as a minimum, Nurved shall ensure professional indemnity insurance held by Nurved and by any agent, sub-contractor or consultant involved in the supply of the Services has a limit of indemnity of not less than £1,000,000 for each individual claim. Such insurance shall be maintained for the duration of the contract.

13. Issue Escalation Process

Should any issues arise regarding the services provided by Nurved the following escalation process should be followed:

- a) Call to helpdesk to check case situation – 0203 764 0700
- b) Call to senior member of Nurved staff should the helpdesk resolution not meet expectations.

14. Payment

Payment shall be made monthly on presentation of a formal invoice, payable within 30 days of the invoice date. All prices shown exclude VAT.

Additional, ad hoc services or services outside the remit of this contract will be invoiced as quoted, for payment within 30 days. Overdue accounts will be subject to a service charge of 1% per month.

15. Termination

Notwithstanding any of the provisions herein contained this agreement may be terminated forthwith by either party giving notice in writing (email) to the other if any of the following events occur:

- a) If the other party goes into liquidation or has a receiver or administrator appointed other than for the purposes of bona fide reconstruction or amalgamation.
- b) If the other party shall at any time be in default under this agreement and has failed to remedy such default within seven working days of receipt of notification in writing (email) from the other party specifying such default and requiring the same to be remedied.
- c) Either party may give 3 months written notice to terminate this contract.

16. Schedule Changes/Revisions

Changes to the schedule (in the form of additions) may be introduced on receipt of a valid email/letter/fax and can be introduced within 24 hours of notification, where all necessary steps are taken with regards to network security and risk before introduction into the network environment and connection thereof.

Please see section (3) for changes to the contract with regards to deletions from the schedule. Reconfiguration/Termination and analysis prior/post to introduction of any aforementioned change will be chargeable in accordance with Nurved day rates and out of hours rates where appropriate (as per previously mentioned Project Work)

17. Contractor Status

At all times during the Contract Period Nurved shall be an independent contractor and nothing in the Contract shall create a contract of employment, a relationship of agency or partnership or a joint venture between the Parties and accordingly neither Party shall be authorised to act in the name of, or on behalf of, or otherwise bind the other Party save as expressly permitted by the terms of the Contract.

18. Health and Safety

Nurved shall promptly notify the Client of any health and safety hazards which may arise in connection with the performance of its obligations under the Contract. The Client shall promptly notify Nurved of any health and safety hazards which may exist or arise at the Premises and which may affect Nurved in the performance of its obligations under the Contract.

While on the Premises, Nurved shall comply with any health and safety measures implemented by the Client in respect of Staff and other persons working there.

Nurved shall notify the Client immediately in the event of any incident occurring in the performance of its obligations under the Contract on the Premises where that incident causes any personal injury or damage to property which could give rise to personal injury.

Nurved shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to Staff and other persons working on the Premises in the performance of its obligations under the Contract.

Nurved shall ensure that its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) is made available to the Client on request.

19. Freedom of Information

19.1. Nurved acknowledges that the Client is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Client to enable the Client to comply with its Information disclosure obligations.

19.2. Nurved shall and shall procure that any sub-contractors shall transfer to the Client all Requests for Information that it receives as soon as practicable and in any event within [two] Working Days of receiving a Request for Information;

- a) provide the Client with a copy of all Information in its possession, or power in the form that the Client requires within [five] Working Days (or such other period as the Client may specify) of the Client's request; and
- b) provide all necessary assistance as reasonably requested by the Client to enable the Client to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or Regulation 5 of the Environmental Information Regulations.

19.3. The Client shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Agreement or any other agreement whether the Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations

19.4. In no event shall Nurved respond directly to a Request for Information unless expressly authorised to do so by the Client.

19.5. Nurved acknowledges that (notwithstanding the provisions of Clause 19) the Client may, acting in accordance with the Secretary of State for Justice Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("the Code"), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning Nurved or the Services in certain circumstances:

- a) without consulting Nurved; or

b) following consultation with Nurved and having taken their views into account;

provided always that where 19.5(a) applies the Client shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give Nurved advanced notice, or failing that, to draw the disclosure to Nurved's attention after any such disclosure.

19.6. Nurved shall ensure that all Information is retained for disclosure and shall permit the Client to inspect such records as requested from time to time.

20. Equipment Repair

Issues caused by faulty equipment/components will be replaced where possible (dependent on immediate stock) within 8 hours of the fault being reported, where failures of non stock parts/equipment or components will be replaced within 24 hours of the fault resolution being authorised.

No cost provision for equipment failure has been included within this contract, due to cost and time provisions – therefore all failure resolution costs will be quotable and invoiced to the client accordingly.

A current list of held spare servers/components/equipment can be produced on request.

Schedule of Services Required and Associated Costs

Volume Discounted Rates

Workstation Quantity (Gold Support SLA)	Normal Rate	Discount	Vol Discount Rate
0-20	£75	0%	£75
21-40	£75	7.5%	
41-60	£75	12.5%	
61-100	£75	15%	

Mac Workstation Support Services Required:

Please tick the appropriate box and include the number of workstations that you require in each category. Machine names, asset tag numbers, service tag numbers (if applicable), IP addresses and MAC addresses to be provided by the client to define which machines they wish to be supported.

Service Level	x	Quantity	Discount Band
Platinum @ £100+VAT/month/workstation		-	
Gold @ £75.00+VAT /month/workstation			
Silver @ £65+VAT /month/workstation		-	
Bronze @ £50+VAT /month/workstation		-	
Total			
Total per month		£	

Windows Workstation Support Services Required:

Please tick the appropriate box and include the number of workstations that you require in each category. Machine names, asset tag numbers, service tag numbers (if applicable), IP addresses and MAC addresses to be provided by the client to define which machines they wish to be supported.

Service Level	x	Quantity
Platinum @ £100+VAT/month/workstation		-
Gold @ £75+VAT /month/workstation		-
Silver @ £65+VAT /month/workstation		-
Bronze @ £50+VAT /month/workstation		-
Total		-
Total per month		£

Virtual Machine Support Services Required:

Please tick the appropriate box and include the number of workstations that you require in each category. Machine names, asset tag numbers, service tag numbers (if applicable), IP addresses and MAC addresses to be provided by the client to define which machines they wish to be supported.

Service Level	x	Quantity
Platinum @ £100+VAT/month/workstation		-
Gold @ £75+VAT /month/workstation		-
Silver @ £65+VAT /month/workstation		-
Bronze @ £50+VAT /month/workstation		-
Total		-
Total per month		£0

Laptop Support Services Required:

Please tick the appropriate box and include the number of workstations that you require in each category. Machine names, asset tag numbers, service tag numbers (if applicable), IP addresses and MAC addresses to be provided by the client to define which machines they wish to be supported.

Service Level	x	Quantity	Discount Band
Platinum @ £100+VAT/month/workstation		-	
Gold @ £63.75+VAT /month/workstation			
Silver @ £65+VAT /month/workstation		-	
Bronze @ £50+VAT /month/workstation		-	
Total			
Total per month		£	

Server Support Services Required:

Please tick the appropriate box and include the number of servers that you require supporting. Machine names, asset tag numbers, service tag numbers (if applicable), IP addresses and MAC addresses to be provided by the client to define which machines they wish to be supported.

Server Type or Name	Quantity	Identity
AD Controllers @ £249+VAT/month/server		
Exchange @ £249+VAT/month/server		
File Server @ £249+VAT/month/server		
Firewall @ £249 +VAT/month/server		
Backup Server @ £249+VAT/month/server		
Storage Arrays @ £199+VAT/month/server		
Virtual Hosts @ £249+VAT/month/server		
VMWare ESXi Environment		
OSX Servers @ £249+VAT/month/server		
Munki/DeployStudio MDM		

Total -
Total per month £

Network Device Support Services Required:

Please tick the appropriate box and include the number of devices that you require supporting. Machine names, asset tag numbers, service tag numbers (if applicable), IP addresses and MAC addresses to be provided by the client to define which machines they wish to be supported.

Device Type or Name	Quantity	Unit Cost/month	Object Cost/month
Network Switches		£50	
Hardware Firewalls		£0	
Wireless Access Points		£30	
Printers		£30	

Total per Month £

Network Monitoring Services

Monitoring services also includes a development subnet (in a virtualised environment) that is used to test/development updates to the network/workstations & servers.

Network/System Monitoring Services	Cost/Month
Full monitoring as described above, to include the placement & installation/configuration of a Nurved Managed monitoring server. Monitoring software license provided/maintained by Nurved.	£

Total per month £

Network Support Services

Extra services agreed with the client to be included in the monthly fee.

Network Support Services	Cost/Month
Onsite backup service, Backup Monitoring.	£
Total per month	£

Total Cost - £/month +VAT

Total Cost per annum - £+ VAT

Hardware Assests