



Managed Cloud Services (Public Cloud Provider / Hyperscaler)

Client's full name

Subject (optional) - Additional title line

Client reference

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EFFECTIVE DATE: [DATE]

This Order is made between:

[CUSTOMER NAME], with company number [Company Number], with its registered office [Company Registered Address] ("CUSTOMER").

and

NTT DATA BUSINESS SOLUTIONS LIMITED, company number 03689001, with its registered office at 12 Gough Square, London EC4A 3DW, United Kingdom ("NDBS").

Each is referred to as a "Party" and collectively as the "Parties".

1. BACKGROUND

- 1.1 The CUSTOMER wishes to engage NDBS to deliver Managed Cloud Services using Public Cloud Provider infrastructure, as detailed in the scope outlined in this Order.
- 1.2 NDBS has agreed to furnish these Managed Cloud Services, utilising its expertise as a service provider in Public Cloud Infrastructure, under the terms specified herein.

2. IT IS AGREED

This Managed Cloud Services Order is subject to the terms and conditions of the Master Services Agreement reference [MSA Agreement Reference] ("Agreement") except where the terms are specifically varied in this Order. In the event of any inconsistency between this Order and the Agreement, the terms of this Order shall prevail.

3. DEFINITIONS AND INTERPRETATION

Availability	means the time period during which the Managed Cloud Services are available to the CUSTOMER, as specified in Schedule 1.
Availability Zone	means an isolated data centre with independent power, networking, and cooling.
Attended Operating Time	means the period during which operators are present at the Location and available to carry out system maintenance work, as set out in this Order.
Business Application	means software licensed by the Customer to support its business needs.
Charges	means payments due from the CUSTOMER to NDBS in respect of the supply of Managed Cloud Services, as set out in this Order.

Disaster Recovery, DR	means the processes and procedures employed to resume and restore operations of the Managed Cloud Services to a functional state following a catastrophic event that causes significant disruption or cessation of service.
Effective Date	means the date shown at the beginning of this Order, or if no date is shown, then the date of the final signature to this Order.
Incident	means an unplanned interruption to the Managed Cloud Services resulting in Unplanned Downtime.
Initial Response Time	means the time period from when the Incident is created until it is taken into processing as part of the Managed Cloud Services.
Initial Term	means the period commencing on the Effective Date and continuing for [TIME PERIOD].
Managed Cloud Services	means the services comprising the Public Cloud Provider's infrastructure and Support Services described in this Order.
Managed Cloud Environment	means the computing environment created and supported by the Managed Cloud Services based on the infrastructure provided by the Managed Cloud Provider.
Managed Cloud Provider	means the organisation that provides the infrastructure for the Managed Cloud Environment.
Managed Cloud Provider Terms	means the terms governing the supply of the Managed Cloud Provider's services, which are available at: [ENTER URL]
Managed Cloud Start Date	means the date on which the first components or the full scope of the Managed Cloud Solution are used by the CUSTOMER and invoiced in accordance with the charges defined in the Order.
Operating Time	means the time period during which the Managed Cloud Solution is available for use by the CUSTOMER, as set out in the Order.
Order	means this order including its schedules and appendices.
Planned Maintenance	means maintenance of the systems at the Location, as agreed with the CUSTOMER, to enable the Managed Cloud Services to be provided.
Priority 1 Incident	means an Incident that has very serious consequences for normal business transactions, and where urgent, business-critical work cannot be performed. This is generally caused

	by the following circumstances: a complete system outage or malfunctions in the Production System.
Priority 2 Incident	means an Incident that causes normal business transactions in a Production System to be seriously affected and results in necessary tasks not being performed. This is caused by incorrect or inoperable functions in the system that are required to perform such transactions and/or tasks.
Priority 3 Incident	means an Incident that causes a function required for daily business to be intermittently unavailable or not to operate as intended.
Priority 4 Incident	means an Incident that causes a function, which is not required for daily business, to be intermittently unavailable or not to operate as intended.
Public Cloud Provider	means the provider identified in Schedule 1, which may also be described as a Hyperscaler.
Public Cloud Provider Infrastructure	means the cloud infrastructure in which the CUSTOMER's Business Applications are installed.
Production System	means a live system used for running CUSTOMER's internal business operations in accordance with this Order, and where CUSTOMER's data is recorded.
Recovery Point Objective, RPO	means the maximum allowable time period during which data may be lost due to an Incident before it significantly impacts the business.
Recovery Time Objective, RTO	means the maximum allowable time to restore systems and resume operations following a disruption.
Region	means a geographically distinct area where the Managed Cloud Provider hosts its cloud infrastructure.
Scheduled Downtime	means the planned time when the Managed Cloud Services will be unavailable to allow maintenance to be carried out.
Service Request	means a request from the CUSTOMER for information, advice, a change, or access to the Managed Cloud Services. Requests shall be communicated via the NDBS Service Desk.
Service Levels	means the level of service specified in the Order.

Software	means any third-party software licensed by NDBS or by a third party, which forms part of the Managed Cloud Solution.
Solution Time	means the time period taken to resolve an Incident.
Support Services	means the services described in Schedule 1 below.
Ticketing System	means the service desk ticketing system that may be employed by NDBS from time to time
Unscheduled Downtime	means a period of time during which the CUSTOMER has no effective access to the Managed Cloud Services, and which is not Scheduled Downtime.
Working Hours	means 9am to 5pm Monday to Friday UK time, excluding UK public holidays.

4. NDBS'S OBLIGATIONS

NDBS shall:

- 4.1 provide the Managed Cloud Services from the Effective Date or on another date subsequently agreed in writing by the Parties;
- 4.2 provide the Public Cloud Provider Infrastructure as described in Schedule 1, and ensure that the Public Cloud Provider delivers services consistent with the Public Cloud Provider Terms, which include the provision of Software but exclude Business Applications;
- 4.3 provide the Support Services as described in Schedule 1;
- 4.4 promptly notify the Customer of any Planned Maintenance times; and
- 4.5 make changes to the Managed Cloud Services as mutually agreed by the Parties in writing from time to time.

5. CUSTOMER'S OBLIGATIONS

CUSTOMER shall:

- 5.1 obtain valid licences for its Business Applications;
- 5.2 ensure that the release levels of the Business Applications are kept current to prevent any conflicts with the Managed Cloud Services;
- 5.3 manage all software, hardware and connectivity at its locations to enable itself to consume the Managed Cloud Services;
- 5.4 promptly respond to all reasonable requests from NDBS for support in maintaining the Managed Cloud Services and ensuring access to them;

- 5.5 nominate a person or persons to approve changes required for the resolution of incidents. Such person or persons shall be contacted for such approvals during incidents, as outlined in Clause 8; and
- 5.6 pay the charges as detailed in Schedule 2.

6. CHARGES AND PAYMENT TERMS

- 6.1 NDBS shall invoice the CUSTOMER for the Charges in accordance with the frequency set out in Schedule 2 of this Order. All undisputed invoices shall be payable within 30 days of the date of the invoice.

7. MAINTENANCE

- 7.1 The Public Cloud Provider or NDBS may perform maintenance work on the Cloud Services during Scheduled Downtime.
- 7.2 NDBS and the CUSTOMER may agree on times for Customer-specific maintenance, if required. Such maintenance periods shall not be considered in the calculation of Availability.
- 7.3 In bona fide emergencies, maintenance work may be performed at other times.
- 7.4 The CUSTOMER will be promptly informed of such maintenance and updated appropriately throughout the maintenance period.
- 7.5 Downtime resulting from such maintenance shall not be included in the calculation of Availability, provided that NDBS can demonstrate that the maintenance was necessitated by a bona fide emergency.

8. INCIDENTS

- 8.1 NDBS shall prioritise each incident according to its definition, from Priority 1 Incident to Priority 4 Incident.
- 8.2 The CUSTOMER may challenge the priority level assigned by NDBS at any time, and the Parties shall negotiate in good faith to determine any required changes.
- 8.3 Incidents shall be addressed according to the table below:

Incident Level	Initial Response Time	Target Solution Time	Working Period
Priority 1 Incident	0.5 Working Hours	4 Working Hours	7 x 24 hours
Priority 2 Incident	4 Working Hours	16 Working Hours	Attended Working Hours
Priority 3 Incident	8 Working Hours	32 Working Hours	Attended Working Hours
Priority 4 Incident	16 Working Hours	64 Working Hours	Attended Working Hours

- 8.4 Subject to Clause 8.2 above, NDBS shall address incidents without delay, unless the CUSTOMER's approval is required, in which case it shall await such approval before proceeding.
- 8.5 The CUSTOMER shall report Incidents and receive ongoing support as detailed in Schedule 1 or as otherwise agreed upon in writing by the Parties.

9. AVAILABILITY

Availability shall be as defined in Schedule 1.

10. REPORTING

- 10.1 Reporting related to SLAs is provided via the self-service dashboards within the Ticketing System.
- 10.2 Other reporting, if any is provided, shall be defined in Schedule 1.

11. TERMINATION

- 11.1 This Order shall commence on the Effective Date and shall remain in force for the Initial Term unless:
- 11.1.1 terminated in accordance with the Master Services Agreement;
 - 11.1.2 terminated if Availability targets are not met in each of three consecutive months within any 12-month period; or
 - 11.1.3 terminated due to a failure to meet the Disaster Recovery targets as outlined in Schedule 1, provided that the CUSTOMER has completed a full recovery test to an alternate Availability Zone within the previous 12 months.
- 11.2 Upon expiry of the Initial Term, or on a subsequent anniversary of the expiry of the Initial Term ("Expiry Date"), the Order shall be extended for a further 12 months unless and until terminated by either Party with three (3) months' written notice before the Expiry Date.

12. ENTIRE ORDER

This Order shall become effective and enforceable only upon execution by all signatories.

13. SIGNATURES

Signed for and on behalf of: CUSTOMER	Signed for and on behalf of: NDBS
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:
Signed for and on behalf of: CUSTOMER (optional)	Signed for and on behalf of: NDBS
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

14. SCHEDULES

SCHEDULE 1 – MANAGED CLOUD SERVICES

1. SCOPE OF SERVICES

- 1.1 The Managed Cloud Environment shall be created with the support of a Public Cloud Provider, as specified in Appendix 1 to this Schedule.
- 1.2 The Business Applications shall be migrated to the Managed Cloud Environment as described in Appendix 2 to this Schedule.
- 1.3 The Managed Cloud Environment shall be supported in accordance with Appendix 3 to this Schedule.

APPENDIX 1 – SCHEDULE 1 – MANAGED CLOUD ENVIRONMENT <SAMPLE INPUT BELOW>

1. SERVERS

The Managed Cloud Environment shall comprise the following servers:

SID	Description	Region	Tier	Memory	CPU

2. Assumptions: <EXAMPLES SHOWN>

- 2.1.1 Europe (London) Region to be used as primary AWS region;
- 2.1.2 Europe (Frankfurt) Region to be used for secondary AWS Disaster Recovery region;
- 2.1.3 An appropriate backup technology or service shall be used for all servers storage including root disk and Binaries;
- 2.1.4 Actual S3 storage required, and may change and will be dependent on backup method, frequency, backup size and retention;
- 2.1.5 DB Backup policy, Production systems - Daily Full DB Backup with 7-day retention; and
- 2.1.6 DB Backup policy, Non-Prod systems - Daily Full DB Backup with 7-day retention.
- 2.1.7 Egress Data transfer outside of AWS - is consumption-based at a rate of \$0.10 per Gb;
- 2.1.8 SAP APP and Database license are not included and are assumed to be part of customer's SAP licensing estate;

3. SERVICE LEVELS

Incident Level	Specification	Production	Non-Production
Infrastructure Availability	per month	99.9% p.m.	99.5% p.m.
System uptime schedule	Daily	00:00 to 23:59	
Standard Disaster Recovery Strategy	The default is automatic instance/virtual machine recovery through recycling the instance within the same Availability Zone, should the underlying hardware fail.		

Incident Level	Specification	Production	Non-Production
Disaster Recovery	Standard RTO	12h	
Disaster Recovery	Standard RPO	30 mins	
Enhanced Disaster Recovery Strategy	Recovery into an alternate Availability Zone within the same Region		
Disaster Recovery	Enhanced RTO	TBC through DR test	
Disaster Recovery	Standard RPO	TBC through DR test	
Primary Public Cloud	Data Location	Europe Region (London)	Europe Region (London)

4. SERVICE LEVEL CREDITS

The Credit Level for failing to meet a Service Level in respect of a Managed Cloud Environment system shall be calculated based on the severity of the failure, as outlined in the table in Clause 3 above. Service Credits shall be calculated as a percentage of the Managed Cloud Service Charge for the affected system landscape:

4.1 RTO/RPO Failure

Credit Level	Credit Allocation (% of Monthly Fees)
1	
2	
3	

1.1 Availability Failure

Failure Range	Credit Allocation (% of Monthly Fees)
99.25% - 99.90%	5%
98.75% - 99.24%	10%
Less than 98.75%	15%

4.2 The credit for each breached Service Level per month shall be calculated according to the formula specified below:

$$\text{Credit} = \text{Service Credit Allocation} \times \frac{\text{monthly operation fee for the PRD system landscape}}{\text{number of PRD systems}}$$

4.3 The total credit issued for any month shall not exceed 50% of the total Managed Cloud Service charges for that month.

4.4 Unscheduled Downtime caused by the CUSTOMER is excluded from any service credit calculation.

APPENDIX 2 – SCHEDULE 1 – MIGRATION TO MANAGED CLOUD ENVIRONMENT <SAMPLE INPUT>

1. SUMMARY

The activity covered in this section of the proposal is the migration/re-platforming of the CUSTOMER's systems (non-HANA) from one data centre to another. NDBS will migrate the source landscape to a new target infrastructure within the AWS environment.

2. MIGRATION SUMMARY

This is a complex process that involves careful planning, coordination, and execution to ensure minimal disruption to business operations. The migration typically includes assessing the existing infrastructure, determining compatibility with the new data centre's environment, and selecting the right migration strategy.

- 2.1 Key steps include ensuring data integrity, securing network connectivity, and testing the systems before full deployment. Risk management, backup strategies, and failover plans are essential to safeguard against data loss or downtime. Post-migration, comprehensive monitoring and optimisation are required to fine-tune the systems and ensure peak performance in the new environment.
- 2.2 Effective communication and collaboration among IT teams, stakeholders, and vendors are critical for a successful transition.

3. SCOPE

The scope of the systems involved in this exercise is outlined below. This involves the transition of the non-HANA SAP landscape from the source data centre. The plan is to migrate these systems to the new AWS infrastructure.

4. RECOMMENDED APPROACH

- 4.1 Migration steps for all SAP systems (non-Hana):
 - 4.1.1 Provide new VM specifications and check new builds.
 - 4.1.2 Provision of virtual hosts.
 - 4.1.3 Use of the AWS MGN toolset to migrate systems.
 - 4.1.4 Post-processing for migration.
 - 4.1.5 Defect resolution support.
 - 4.1.6 CUSTOMER's sign off.
- 4.2 Migration steps for Hana
 - 4.2.1 Provide new VM specifications and check new builds.
 - 4.2.2 Provision of virtual hosts.

- 4.2.3 Download SAP software for system migration.
- 4.2.4 Export database backup from source.
- 4.2.5 Database software installation.
- 4.2.6 Install template for SAP system.
- 4.2.7 Migrate system using backup/restore process.
- 4.2.8 Post-processing for migration.
- 4.2.9 Defect resolution support.
- 4.2.10 CUSTOMER's sign off.
- 4.3 Full end to end documentation.
- 4.4 Technical project management.
- 4.5 Basis project support.

5. CONDITIONS

- 5.1 No SAP technical upgrade will be included in this project.
- 5.2 Each system will require user acceptance testing before it can be fully released to users.

6. RESONSIBILITIES (RACI)

ID	Deliverable	Description	R	A	C	I
PROJECT CONTROLS						
PM01	Project Plan	Project Plan with timeline	NDBS	NDBS	CUSTOMER	CUSTOMER
PM02	Project Status Report	Project Status Reports for reporting progress	NDBS	NDBS	CUSTOMER	CUSTOMER
PM03	RAID Log	Project Risks, Actions, Issues and Decisions Log	NDBS	NDBS	CUSTOMER	CUSTOMER
PM04	Outage Windows	Securing approval of any required system outages with the business and communicating these to end users.	CUSTOMER	CUSTOMER	NDBS	NDBS
PM05	Third Parties	Management of any third parties	CUSTOMER	CUSTOMER	NDBS	NDBS
DELIVERABLES						

ID	Deliverable	Description	R	A	C	I
DE01	Networking & Infrastructure Deliverables	Planning, scoping, resourcing, and execution of all networking and infrastructure-related tasks required for this hosting migration, e.g., data centre connectivity, VM server provisioning, etc.	NDBS	NDBS	CUSTOMER	CUSTOMER
DE02	Source System SAP Basis Activities	All SAP Basis activities required on the source systems in the source data centre, e.g., providing a system export, etc.	NDBS	NDBS	CUSTOMER	CUSTOMER
DE03	Hana installation	Prepare and carry out the technical installation of an equivalent HANA database for the target systems in scope.	NDBS	NDBS	CUSTOMER	CUSTOMER
DE04	SAP installations	Prepare and carry out technical installations for the required systems within scope.	NDBS	NDBS	CUSTOMER	CUSTOMER
DE05	Technical migration of SAP systems	Prepare and carry out the technical migration of the SAP system/database to the new data centre for the target systems within scope.	NDBS	NDBS	CUSTOMER	CUSTOMER
DE06	Third Party Integration	All third-party integration tasks, including configuration, testing, and communications, as well as engaging and managing all third parties.	CUSTOMER	CUSTOMER	NDBS	NDBS
DE07	Printers	Set up of existing printers.	NDBS	NDBS	CUSTOMER	CUSTOMER
DE08	IP and hostname changes	Carry out any IP and hostname changes required and ensure that connectivity issues are resolved for the target systems within scope.	NDBS	NDBS	CUSTOMER	CUSTOMER
DE08	Documentation	Full documentation of the installation and configuration process for the target systems within scope (see previous page).	NDBS	NDBS	CUSTOMER	CUSTOMER
TESTING						
TE01	Test Management	Scoping, planning, resourcing, managing, and execution of all test phases.	CUSTOMER	CUSTOMER	NDBS	NDBS
TE02	SAP Technical Smoke Testing	Technical smoke testing of all SAP environments within scope.	NDBS	NDBS	CUSTOMER	CUSTOMER

ID	Deliverable	Description	R	A	C	I
TE03	SAP Functional / User Acceptance Testing	Functional testing (end-to-end integrated UAT scenarios) of the entire landscape. (Optionally, NDBS can provide support with this activity at an additional cost; however, the CUSTOMER will still need to sign off each testing phase.)	CUSTOMER	CUSTOMER	NDBS	NDBS
TE04	Other Technical Testing	Any other testing activities required, such as connectivity testing, performance testing, third-party testing, etc.	CUSTOMER	CUSTOMER	NDBS	NDBS
TE05	Live Testing (weekend time)	On the final cutover weekend, live testing will be conducted to ensure the environment is ready for release to the business. (Optionally, NDBS could provide support with this activity; however, the CUSTOMER will still need to sign off each testing phase.)	CUSTOMER	CUSTOMER	NDBS	NDBS
TE06	SAP Basis Defect Support	Support and resolution of SAP basis defects.	NDBS	NDBS	CUSTOMER	CUSTOMER
TE07	Non SAP Basis Defect Support	Support and resolution of network and infrastructure defects.	CUSTOMER	CUSTOMER	NDBS	NDBS
TE08	Functional Defect Support	Support and resolution of functional defects.	CUSTOMER	CUSTOMER	NDBS	NDBS
TE09	Sign Off	Overall testing sign-off.	CUSTOMER	CUSTOMER	NDBS	NDBS

7. MIGRATION PLAN

The plan below is at a high level. A detailed plan shall be developed and agreed with the CUSTOMER on commencement of the project.

8. EFFORT ESTIMATES

The table below shows current best estimates for the project that will be conducted on a time and materials basis.

Resources	Effort (Days)

Resources	Effort (Days)

Onboarding to the service tools and monitoring platform shall be provided on a fixed-price basis.

APPENDIX 3 – SCHEDULE 1 – SUPPORT SERVICES MANAGED CLOUD ENVIRONMENT

1. SUPPORT SERVICES

1.1 The Support Services described in this Appendix are provided on a fixed-price basis and comprise the following:

1.1.1 Resolution of technical incidents or events.

1.1.2 Operating system patching once per month.

1.2 Assumptions and Pre-Requisites

1.2.1 The CUSTOMER shall establish and maintain a support function to manage first-line service requests from its users. A member of the support function shall raise support tickets with NDBS through a support portal or as otherwise agreed by the Parties in writing.

2. SERVICE CATALOGUE

	Service Assignment		Responsibility
Operational Services	incl. in Monthly Fee	Customer	(N)TT Data / (C)ustomer
Operating System Implementation and Operation			
Licenses	✓		N
Client access licenses (if required) only Windows Systems	✓		N
User Management	✓		N
Resource monitoring	✓		N
• CPU	✓		N
• Page files	✓		N
• Memory	✓		N
• File systems	✓		N
System restart	✓		N
System log monitoring	✓		N
Access authorisations operating system / servers	✓		N
Error analysis and correction	✓		N
Implementation of security patches			N
Data Backup and Recovery			
Execution	✓		N
Monitoring	✓		N
Restore handling in case of errors	✓		N

	Service Assignment		Responsibility
Operational Services	incl. in Monthly Fee	Customer	(N)TT Data / (C)ustomer
Restore handling on customer request			N

SCHEDULE 2 – COMMERCIAL

1. CHARGES

1.1 One-off Charges

Item	Reference	Charge

1.2 Recurring Charges (Monthly)

Item	Reference	Charge