



Managed Fortinet Secure SD-WAN

Prepared for:

G-Cloud Customer

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Managed Fortinet Secure SD-WAN

This Agreement ("the Contract"), linked to Support Schedule MSA-XXXXX, is made and entered into as of STARTDATE, by and between Optec Services Ltd, a company registered in the United Kingdom with company number 76161331 and having its registered office at Innovation Centre, Silverstone, NN12 8GX, hereinafter referred to as "Optec", and G-Cloud Customer, a corporation organised under the laws of the UK, having its principal place of business at Customer Address, hereinafter referred to as "G-Cloud Customer" (collectively referred to as the "Parties").

1. Interpretation

1.1 In these terms and conditions ("Conditions"), words and expressions shall have the same meanings as assigned to them in as detailed below:

"Fix"	that G-Cloud Customer equipment under the Optec support contract is returned to service
"Minimum Term"	a period of 12 months from the contract start date (STARTDATE), except where otherwise specified in the Optec Support contract;
"Incident"	an unplanned interruption to a service or reduction in quality of a service
"Managed Services"	the hardware replacement/repair service, inclusive of regular maintenance, monitoring, and updates as specified in subsequent clauses, as detailed in these conditions carried out by Optec for G-Cloud Customer
"MAC"	"moves, adds and changes" relating to the devices under management
"Primary Service Hours"	the hours of service set out in the applicable support package
"Response"	customer's report acknowledgment and confirmation by Optec of incident resolution in progress
"Service"	the services identified on the order form as defined in this contract document
"Support Class"	a set of functional services provided by Optec

1.2 The headings in the Conditions are for convenience only and shall not affect their interpretation.

2. Scope

These terms and conditions represent Optecs Fortified Monitoring and Support Terms and Conditions for the supply of a network management and monitoring service for G-Cloud Customer's supported Fortinet appliances.

The services provided for a specific item of G-Cloud Customer's equipment will depend on:

- The ordered support class
- The product/s being monitored and maintained

3. Supply Of Service

3.1 Support Features

Optec will only provide the specific services to G-Cloud Customer detailed within this support contract that are listed on support schedule MSA-XXXXX. The services are defined by the functions offered and the primary hours of accessibility.

3.1.1 Optec Service Desk Support

Optec will provide a point of contact to report problems and faults within the Primary Service Hours for the covered hardware/software. The contact details for the Service Desk will be shared at or before the contract's start date, with any changes communicated in advance. Each reported fault or problem will be assigned a unique reference number by Optec, and the Customer's reference number can be associated if provided. Together with the Customer, Optec will categorise faults based on specific criteria, which will dictate the update frequency to the Customer throughout the fault's resolution process

3.1.2 Monitoring and Reporting

Optec will provide remote monitoring and reporting on equipment within the Primary Service Hours, utilising SNMP v3 protocol and API calls where appropriate. Status information from this monitoring will be made available via the Optec Fortified Monitoring and Support Platform.

- Real-time Service Monitoring: Instant viewing of device availability, response times and recording of Key Performance Indicators to improve system fault resolution and management reporting.
- Real-time Performance Reporting: The Customer can view their infrastructure performance in real time.

3.1.3 Alerting

When a device is detected as being unavailable, the monitoring platform will send alerts to the Optec Service Desk for action. If desired, reports can also be configured to be sent to a designated customer representative via email.

3.1.4 Nightly Backups

Optec will perform a daily backup of the supported device configurations if a change has been made within the last 24 hours. Additionally, Optec commits to maintaining a comprehensive repository of 60 days of previous configurations ensuring easy retrieval and restoration if needed.

3.1.5 CVE Monitoring and Upgrades

Optec shall duly record the make, model, and software version of all the Client's network devices into our CVE (Common Vulnerabilities and Exposures) monitoring service. This provision ensures that Optec remains promptly informed of any CVE that may impact the Customer's infrastructure, enabling timely preventive or corrective action.

3.1.6 Monthly Vulnerability Scan

Optec commits to configuring our vulnerability scanning service to periodically scan the Customer's external IP addresses on a predetermined schedule. The findings from these scans shall be incorporated into the Customer's monthly service reports, providing a comprehensive and current overview of their perimeter security stance. If desired by the Customer, this service can be expanded to encompass scanning and reporting on the internal infrastructure.

3.1.7 Bi-annual Health check and Remediation

Carried out by Fortinet certified professionals and using both vendor and industry best practices to ensure that your Fortinet devices are configured in a secure and efficient manor to make sure that the network infrastructure of your business is operating optimally.

3.1.8 Optec Customer Portal

Optec will make available monthly SLA reports and ticket history available 24/7.

3.2 Support Classes

Optec will provide the Services to indicated on the support schedule. The Services are characterised by the set of functional services that are provided and the Primary Service Hours within which they are accessible.

With respect to functional services, the table below details the Support Classes available. The Support Class selected by for each device is identified on the support schedule (MSA-XXXXXX).

Support Class

Standard:

Telephone Support: 8.30 -> 17:30 Monday to Friday (excluding public and bank holidays)

Web support portal: 24x7 access, 8.30 -> 17.30 response hours

Email support: 8.30 -> 17.30 response hours

Optec Fortified Monitoring 24x7

24 x 7

Telephone Support: 24x7 365 days per year

Web support portal: 24x7 access and response

Email support: 24x7 access and response

Optec Fortified Monitoring 24x7

3.3 Necessary prerequisites for the supply of Optec Fortified Monitoring and Support are:

- The Customer will provision and supply details of an administrative account and suitably complex password. Using this account, Optec will then apply their initial Management Script to fully configure secure device access and management.
- On sites where Optec are deploying a hardware monitoring probe, the Customer will need to physically connect this to their network infrastructure using instructions provided by Optec.
- On sites where a hardware probe is nor required or desired it may be the Customer's responsibility to deploy a virtual machine which is capable of hosting Optec's management software. This probe must be available and accessible to Optec at all times.
- The Customer must provide written permission for Optec to carry out vulnerability scans on their external IP addresses before this service can be started.

3.4 Incident Management

3.4.1 Service Desk - Point of Contact

Optec will provide a point of contact to allow G-Cloud Customer to report problems and faults within the Primary Service Hours identified for the hardware/software under cover ("See support schedule MSA-XXXXXX).

3.4.2 Service Desk - Contact Details

Optec will provide contact details for the Service Desk at or before the start date of the contract and will notify G-Cloud Customer in advance of any proposed changes to such contact details.

3.4.3 Service Desk - References

Optec will allocate a unique reference number to each fault and problem reported by G-Cloud Customer. G-Cloud Customer's own reference number can also be recorded and associated with the fault or problem.

3.4.4. Service Desk - Classification

In collaboration with G-Cloud Customer, Optec will classify G-Cloud Customer's faults according to the following criteria. The classification of the fault will determine the frequency of updates to G-Cloud Customer during the life of the fault.

Fault Priority Level	Fault Description	Hours of Cover	Response Time	Target Restore Service Time	Target Resolution Time
Priority 1 (Critical)	Critical impact to the Customer's business operations. If a customer service(s) or site or sites are down. Optec will commit full-time resources within the contracted support hours to resolve the situation.	Mon-Fri 0830 - 1730	Within 30 Minutes	4 Hours	3 Working Days
Priority 2 (High)	Operation of an existing Service or site is severely degraded, or significant aspects of the customer's business operation are negatively impacted by inadequate performance of Optec supported products. Optec will commit full-time resources within the contracted support hours to resolve the situation.	Mon - Fri 0830 - 1730	Within 2 hours	8 Hours	5 Working Days
Priority 3 (Medium)	Operation of an existing Service is not operational for individual user e.g., phone. Optec will commit to resources during contracted hours to provide assistance to resolve the situation.	Mon - Fri 0830 - 1730	Within 4 hours	2 Days	10 Working Days

Fault Priority Level	Fault Description	Hours of Cover	Response Time	Target Restore Service Time	Target Resolution Time
Priority 4 (Low)	Operation of an existing Service is not operational for individual user e.g., phone. Optec will commit to resources during contracted hours to provide assistance to resolve the situation.	Mon - Fri 0830 - 1730	Within 1 business day	3 Days	20 Working Days
Service Request	A request for a change, addition or deletion on the system. For example, setting up a new email address or a software configuration change.	Mon - Fri 0830 - 1730	Within 2 working days	N/A	20 Working Days

3.4.5 Information Requests

3.4.5.1 Responses

Optec will endeavour to provide responses to requests for information relating to the provided Services where such information is not readily available.

3.4.5.2 Logging

Requests for information will be logged and responded to but will not be prioritised as described in the table above

3.4.6 Further Action

3.4.6.1 Diagnostics

The Service Desk will carry out initial diagnostics on the device with the local assistance of the Customer.

3.4.6.2 Further Information

Certain incidents may require further information to be provided by [to aid the fault identification, diagnosis and correction process. This will be requested either at the time of the initial call, or subsequently, as further analysis takes place.

3.4.6.3 Third Party Involvement

Where Optec is not responsible for Device Management and/or Maintenance, actions to address any faults relating to these elements will need to be organised by G-Cloud Customer with its chosen agent. Optec may agree in its sole discretion to manage the incident end-to-end by interacting directly with a chosen agent if that agent is one of Optec's existing maintenance partners.

3.5 Device Management

Active network equipment has functionality which is enabled through internal configuration. Examples are routing tables in a router or rules in a firewall. A reported problem may be a consequence of a physical failure of the device, unexpected behaviour of the configuration, or a bug with the underlying operating software on the device. Optec will provide the following Services:

3.5.1 Software Diagnostics

If the issue appears to arise from a software issue, Optec will use the information gathered from the monitoring platform or by accessing the device remotely to diagnose and resolve any internal configuration issues.

3.5.2 Configuration Management Service

Copies of current and previous Optec Fortified Monitoring and Support managed device configurations are kept by the Service Desk to assist in change control and service restoration.

The service includes:

- All running configurations will be archived daily with a retention period of 60 days (minimum).
- All configuration files are securely stored for the duration of the contract.
- All configuration files are deleted as part of the Customer off-boarding process at the end of the contracted support period.

3.5.3 Moves, Adds and Changes

Moves, adds and changes to supported devices are managed in accordance with the Change Management Process, defined in Clause 5 of these Conditions.

3.6 Hardware Replacement Management

In response to an Incident, once all potential software and circuit issues have been discounted, the Service Desk will manage the replacement of any contractually supported hardware. Replacement hardware will have the configuration applied by Optec once it has been installed or will be shipped to the customer in a preconfigured state, dependent upon circumstance.

3.6.1 Service Maintenance

Where Optec is made aware of software upgrades for hardware elements under active support, these will be handled under the change management process, except where the upgrade of the software is necessary to remedy a reported fault condition. In the latter case, the upgrade will be implemented as part of the fault resolution service without additional charge.

3.7 Problem Management

- Problem management addresses the underlying causes that may lead to repeated incidents. Optec selects problems to investigate based on repeated occurrences and the severity of their impact. Where problems are investigated, Optec will:
 - Gather information and metrics
 - Carry out a root cause analysis
 - Explore solution options
 - Determine recommended solution
 - Define and agree corrective action with G-Cloud Customer (as relevant)
 - Implement solution (as planned engineering work)

3.8 Co-Management

Optec Fortified Monitoring and Support is a co-managed solution which means that Optec and G-Cloud Customer are both able to access and manage the devices covered by this Contract. This access can be restricted at the G-Cloud Customer's request if required.

As part of co-management, G-Cloud Customer are free to manage their own internal change process or are welcome to use Optec's change process for the purposes of peer review or as an escalation point for changes where appropriate. Details of G-Cloud Customer's responsibilities under a co-management agreement are detailed within this document.

3.9 Dedicated Account Manager

Optec will provide a dedicated account manager as a point of contact for any non-technical issues or account queries.

4. Service Levels

4.1 Primary Service Hours:

The following table explains the time period that Optec will perform the contracted support services dictated by the chosen support class.

Support Class	Service Hours
Standard Support Contract	8:30 - 17:30 Monday to Friday (excluding Public Holidays)
24x7 Support Contract	24x7x365

4.2 Services outside standard support hours

The following services are available to Standard Support customers outside of the contractual support hours.

Service	Service Hours
Support Portal Access - Optec Fortified Monitoring and Support and Customer Portal	24x7x365
End to End Ticket Management - Logging	24x7x365

4.3 Proactive Response

Optec will use reasonable endeavours to detect and initiate corrective action to 95% of Incidents classified as P1 before such Incidents are reported by G-Cloud Customer to the Service Desk.

4.4 Progress Updates

Optec will update G-Cloud Customer during the life of the fault at a frequency that depends on the classification in the table below. The elapsed time between updates relates to Optec activities, and time spent awaiting information, action or approval by G-Cloud Customer or a third party shall not contribute to the time between updates. For example, if Optec is awaiting further information from G-Cloud Customer, or awaiting the results of a site visit which has already been communicated to G-Cloud Customer, updates will in effect be suspended.

Classification	Frequency of Updates
P1	Hourly
P2	Every Four (4) Hours
P3	Daily
P4	Daily

4.5 24x7 Ticket Response Time

Optec offer a 24/7 variant of our managed services. This service operates on a 24 hour, seven days a week support basis. This service does not cover all aspects of the standard service – outside of the standard service hours we will only respond to incidents or events categorised as Priority 1 or Priority 2 using the response times detailed in the table below.

Fault Priority Level	Hours of Cover	Response Time	Target Restore Service Time	Target Final Resolution Time
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Fault Priority Level	Hours of Cover	Response Time	Target Restore Service Time	Target Final Resolution Time
Priority 1 (Catastrophic Issue)	24x7	Within 30 Minutes	4 Hours	3 Working Days
Priority 2 (Major Issue)	24x7	Within 2 Hours	8 Hours	5 Working Days

5. Change Management Process

5.1 Moves, Adds and Changes ("MAC")

Where under the management responsibility of Optec, changes to network equipment and their configuration and interconnections must be made in accordance with Optec Change Process. Major, Minor, Standard and Emergency changes (as defined within the Optec Change Process) are included within the Charges, however Optec reserve the right to re-engage the customer and levy an additional charge if the effort required to implement the change exceeds 3 hours.

5.2 Service Contract Additions

G-Cloud Customer may request the inclusion of further hardware/software into the Service Contract, but such hardware/software will be subject to inspection and approval by Optec prior to cover being provided. Optec reserve the right to adjust service fees on the addition of new hardware being supported. The addition of new hardware will be covered by a Contract Addendum.

5.3 Fair Usage

G-Cloud Customer may request policy or rule-based changes to their Firewall. Such requests will be taken as part of the fair usage policy and be reviewed by the dedicated account manager. For the avoidance of doubt, Optec shall have no liability howsoever (excluding negligence) for the implementation of G-Cloud Customer's dictated policy, settings or configuration changes which may lead to security related incidents.

6. Charges & Onsite Visits

Unless otherwise agreed in writing with Optec, the Charges are payable monthly in advance from the relevant Operational Service Date for all Services via Direct Debit.

Where on-site visits are agreed in advance with Optec in writing as included in the Service Contract, Optec will make arrangements with G-Cloud Customer for a suitably qualified technical resource to visit G-Cloud Customer's premises on a regular basis to carry out work at the specific request of G-Cloud Customer. The work will encompass fault-finding and fixing, standard system health checks, software upgrades and preventative maintenance. The resource will, effectively, be at the disposal of G-Cloud Customer although the work that G-Cloud Customer requests must be reasonable and within Optec's skillsets. If on-site visits are not included in the Service Contract - these can be requested ad-hoc and priced per request.

If on-site health checks are included in the Service Contract, and Optec representative will liaise with the Customer to arrange a convenient time for the work to take place.

7. Exclusions

7.1 Maintenance Contingency

Optec's obligation to provide maintenance service hereunder is contingent on the proper use of all the Hardware/software and does not cover hardware/software/configuration which has been modified without Optec's approval or in contravention of the Vendor's recommendations or best practices. Optec will make every effort to address all issues but will levy a charge at the then prevailing labour rates for faults arising because of:

7.1.1 Environmental and Mishandling Causes

Adjustment, repair or parts replacement caused by accident, neglect, misuse, negligence (unless caused by a representative of Optec), or failure to maintain a suitable environment for the Equipment at the place of use (including failure of electrical power, power surges, air conditioning, humidity control, transportation or causes other than normal use); or

7.1.2 Unauthorised Maintenance or Repairs

The hardware/software/configuration is maintained or repaired (or if attempts to repair or service the hardware/software) by other than Optec's personnel without the prior approval of Optec, such approval not to be unreasonably withheld; or

7.1.3 Relocation Without Approval

The hardware/software is either removed from its initial installation location or is reinstalled without the approval of Optec; or

7.1.4 Unnecessary Engineer Call-Outs

A request for a call out of an engineer proves to be unnecessary, abortive or is required because of the failure of G-Cloud Customer to comply with any of its obligations under this Agreement; or

7.1.5 Software Misuse

For software, incorrect Customer data or process error, operation or routine maintenance not in accordance with manufacturer's or Optec's guidelines; or

7.1.6 Non-Compliance

G-Cloud Customer does not fulfil the obligations detailed in Clause "G-Cloud Customer Obligations" of these Conditions.

7.2 Maintenance does not include:

7.2.1 Operating Consumables and Accessories

Operating supplies, consumables or accessories including cabling, SFP modules, power cables, USB drives; or

7.2.2 External Electrical Works and Unspecified Alterations

Electrical work external to the hardware or maintenance or alterations, attachments or other devices not specifically noted as part of this agreement; or

7.2.3 Cosmetic Repairs and Refinishing

Cosmetic repairs including painting or refinishing the hardware, or furnishing materials for this; or

7.2.4 Network Faults from Unsupported Equipment

Network faults caused by equipment not included in the Equipment in respect of which the Services are provided and which cannot be fixed without that the unsupported equipment being repaired or which could be fixed but would fail again unless the unsupported equipment is repaired; or

7.2.5 Disaster-Induced Failures

Failures resulting from a disaster affecting the Equipment (including without limitation fire, flood, water, wind, lightning, vandalism or burglary);

7.2.6 Software Updates and Change Management

The installation and test of updates and upgrades for software will be dealt with under the Change Management Process except as detailed in the Service Contract.

8. Planned Engineering & Maintenance

8.1 Planned Work Notification

Where it is necessary for Optec or third parties to undertake planned engineering work, Optec will provide reasonable advance notice, or arrange for the underlying network operator to provide such notice directly. Optec will endeavour to arrange such activities to cause as little disruption to G-Cloud Customer activities as possible.

8.2 Emergency Network Interventions

In emergency situations, it may not be logistically possible for Optec or third parties to inform G-Cloud Customer of work being carried out on the network. Optec reserves the right to carry out such work, but to take all reasonable steps to minimise its duration and impact and in any case to notify G-Cloud Customer as soon as is reasonably practicable.

8.3 Maintenance Window Agreement

A suitable maintenance window will be agreed between Optec and G-Cloud Customer which will remain in place for the duration of the Contract. Optec will be able to carry out scheduled maintenance during this window without the need for prior agreement from the customer.

9. G-Cloud Customer Obligations

9.1 Internet Connection Requirement

To provide certain elements of the Service, an unfiltered internet connection is required to connect directly from G-Cloud Customer's site to Optec's monitoring system.

9.2 Provision of Information to Optec

G-Cloud Customer shall provide, at no charge to Optec:

9.2.1 Diagnostic Assistance

Information as reasonably requested to assist Optec in the diagnosis of any reported or apparent Problem.

9.3 Manufacturer's Repair Arrangements

Where such are not being procured from Optec, put in place manufacturer's repair arrangements for products covered by the Service Contract and give access to and facilitate Optec access to such services for the purposes of the Service Contract.

9.4 Internal Support and Accessibility

G-Cloud Customer shall:

9.4.1 Problem Verification and Access Management

Put in place internal support arrangements to ensure that Problems reported to Optec are reproducible and within the scope covered by the Service Contract and that access to the Optec Service Desk is only made by suitably trained and experienced personnel.

9.5 Verification of Independent Changes

It is G-Cloud Customer's responsibility to ensure any changes made without Optec's assistance have been verified and tested prior to implementation to ensure no unnecessary impact or downtime to their managed devices is made. Should any support on changes be required, it is strongly advised that customers log the change request to the Optec Service Desk for the ServiceDesk team to verify and implement.

9.6 Notification and Charges for Independent Changes

G-Cloud Customer must inform Optec of any changes that they intend to carry out without the involvement of Optec at least 24 hours in advance of implementation. G-Cloud Customer accepts that any outages caused by their configuration changes and subsequently remediated by Optec will be chargeable.

10. Term And Termination

This Service Contract to which these Conditions apply shall continue in force for the Minimum Term and shall then continue thereafter unless and until terminated by either party by providing 3 months written notice.

Where a new Service Contract is agreed to supersede and replace the Managed Services in a previous Service Contract, the new Managed Services (including the new pricing contained within it) shall apply from the end of the month in which it is executed, whether or not this falls within the Minimum Term of the original Service Contract or outside it.

Maintenance Services do not continue beyond the Minimum Term unless a continuation is agreed between Optec and G-Cloud Customer through a separate Service Contract or by means of the Change Process. Where cover is renewed, the period of the renewal will begin on the date of expiry of the original term such that continuous cover is provided, unless the Optec Fortified Monitoring and Support contract specifies a different date.

Support for an individual element comes into force on its Contract Start Date G-Cloud Customer, detailed on the Optec Fortified Monitoring and Support contract.

Where G-Cloud Customer wishes to terminate a Service within its Minimum Term G-Cloud Customer will remain liable for any remaining payments due for the Minimum Term. Where a Service is outside its Minimum Term, and G-Cloud Customer wishes to terminate the Service prior to the end of the notice period given within this clause, G-Cloud Customer will remain liable for any remaining payments due for the notice period.

Where equipment is provided as part of the contract/payment plan, and payments are not made as per the Optec Fortified Monitoring and Support contract, Optec reserve the right to terminate the contract and reclaim sums equivalent to the hardware list price at time of sale from G-Cloud Customer

Where equipment is provided as part of the contract/payment plan and contracts are ended early, G-Cloud Customer will be liable to clear any outstanding balance.

11. Confidentiality

11.1 Non-Disclosure Agreement

Optec and G-Cloud Customer undertake that they shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other, except as permitted by this clause.

11.2 Permissible Disclosures

Optec and may disclose the other's confidential information:

11.2.1 To Authorised Personnel

To its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out their obligations under these Terms. Optec and G-Cloud Customer shall ensure that its respective employees, officers, representatives or advisers to whom it discloses confidential information comply with this clause; and

11.2.2 Legal and Regulatory Requirements

As may be required by law, court order or any governmental or regulatory authority.

11.3 Restricted Use of Confidential Information

Neither Optec nor G-Cloud Customer shall use the other's confidential information for any purpose other than to perform its obligations under these Terms.

11.4 Post-Termination Confidentiality

This clause shall survive termination of the Contract howsoever arising.

12. Acceptance

By signing below, each Party agrees to be bound by all terms, representations, warranties, and covenants made in this Agreement and the Contract Documents without modification, unless such modification is made in writing and signed by both Parties. Each signatory warrants and represents that they possess the legal authority to bind the respective Party to the terms of this Agreement.

For G-Cloud Customer