

# TERMS OF REFERENCE

VERSION 1 SOLUTIONS LIMITED

and

[CUSTOMER NAME]

## Terms of Reference

This **TERMS OF REFERENCE ("TOR")** is made the [X day of Month Year] between:

**VERSION 1 SOLUTIONS LIMITED** a company registered in England under company number 3438874 whose registered office is at Grosvenor House, Prospect Hill, Redditch, Worcestershire, B97 4DL (the "**SUPPLIER**") and

[**CUSTOMER NAME**, A Body set up under the [reference the legislation and country the body was set up under] with offices at [CUSTOMER\_ADDRESS] (the "**CUSTOMER**");

Each a **Party**, together the **Parties**.

This Terms of Reference ("TOR") is for the Provision of [Delete Content if not relevant: Implementation Services, Transition Services, Managed Services and Software].

[Input a brief background to the engagement, e.g. this could refer to the original proposal.]

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NOW THEREFORE IT IS HEREBY AGREED as follows:

## 1. INCORPORATION AND INTERPRETATION

- 1.1. This Terms of Reference ('ToR') is subject to the terms and conditions of the Master Services Agreement ('MSA') jointly signed between CUSTOMER and SUPPLIER with an effective date of ??/??/?????. The combination of this TOR (including the Appendices attached hereto) and the MSA shall constitute the Agreement for the purposes of this Terms of Reference. The combination of this TOR (including the Appendices attached hereto) and the MSA shall constitute the Agreement for the purposes of this Terms of Reference.
- 1.2. Any terms or phrases defined in the MSA shall have the same meaning in this Terms of Reference.
- 1.3. In addition, in this Terms of Reference, the following terms shall have the following meaning:
  - a) "Commencement Date" shall have the meaning set out in Clause 2 to this Terms of Reference.
  - b) "Scope of Services" for the purposes of this Terms of Reference shall have the meaning set out in APPENDIX A.
  - c) "CUSTOMER Dependencies" means the customer dependencies set out in APPENDIX H to this Terms of Reference.
  - d) "Out of Scope" items as detailed in APPENDIX I are specifically not part of the fixed cost for the Managed Service.
  - e) "Charges" shall have the meaning set out in APPENDIX J MANAGED SERVICE CHARGES, APPENDIX L IMPLEMENTATION CHARGES, APPENDIX M SOFTWARE AND HARDWARE CHARGES, APPENDIX N CLOUD AND HOSTING CHARGES and APPENDIX C CHARGING ANNOTATIONS, to this Terms of Reference, are in [Euro/GBP Sterling] and exclusive of VAT;
  - f) "Term" the period of a Managed Services contract as set out in APPENDIX K.
  - g) "Support" is where telephone, email and remote assistance is provided to address any malfunction or potential malfunction of the in-scope systems for activities as specified in this document.
  - h) "Maintenance" of the CUSTOMER systems includes release management, unit and system testing all bug fixes, ensuring that the systems perform to an acceptable standard. It also includes proactive and reactive activities to maintain systems at an acceptable operating level.
  - i) "Agreed Support Hours" are those hours when SUPPLIER will provide a staffed support service for specified in-scope systems. This may be from SUPPLIER offices, on the CUSTOMER site, or where agreed, via the SUPPLIER on-call service.
  - j) "System Operational Hours" are those hours where the system should normally be operational. This may include times when the system is expected to function normally, but no intervention will be available outside agreed support hours.
  - k) "Normal Working Hours" are the customer's normal hours of operation (aka office hours).
  - l) "In Scope": Systems support and maintenance services provided under the terms of this agreement.

- m) “DrawDown Days” (“DDD’s”): These are days that are subject to a reduced daily rate in return for a bulk advanced purchase and then used, or “drawn down”, as required over the following 12 month period. DrawDown Days must be used within 12 months of purchase, otherwise they will be deemed consumed.
- n) “An Incident” is an event which is not part of the standard operation of a service and which causes or may cause disruption to or a reduction in the quality of services.
- o) “Bugs or Issues” are incidents that affect in scope systems and which are deviating from the original functional specification or originally agreed performance levels.
- p) “Service Request” – is a request for additional services related to this agreement, which are not included in the in-scope activities descriptions, but may be delivered as a chargeable activity.
- q) “Request for Change” (“RFC”), is a call for a new or additional service or piece of functionality that is not already defined in either the Terms of Reference or the functional specification for the system. Changes to the business logic or processing such as rule changes, formatting or layout are also considered RFC’s.
- r) “Data Fix” – is any change to data which cannot be performed through the normal application interface, not arising from a functional bug in the system.
- s) “User Administration” – Tasks and activities associated with setting up user IDs, permissions and accesses which can normally be performed by way of normal application or system interfaces.
- t) “Patching” is the application of vendor-supplied updates to the software.
- u) “Termination for Convenience” means termination by the CUSTOMER for reasons not related to SUPPLIERs performance of its obligations under the Agreement.
- v) “Service Catalogue” means the [information/spreadsheet (CHOOSE ONE)], the initial agreed form of which is included at APPENDIX F of this Terms of Reference, detailing the Services to be provided by the SUPPLIER which, without prejudice to the provisions of the MSA, may be amended from time to time with the prior written agreement of both parties in accordance with this Agreement. Any reference in this Agreement to the Service Catalogue refers to the most recent version which has been agreed and signed off by both parties.
- w) The [Name of Intellectual Property] relates to the IP used by SUPPLIER to initiate the Project and is subject to clause 8.2 of the MSA.

## **2. COMMENCEMENT DATE**

- 2.1. The Commencement date on which the parties execute this Terms of Reference is [X day of Month Year]

## **3. THE SERVICES**

- 3.1. The Services to be performed by the SUPPLIER are as set out in APPENDIX A to this Terms of Reference.

## **4. CHARGES**

- 4.1. The Charges shall be payable in consideration of the provision of the Services pursuant to APPENDIX A

and Software and/or Hardware pursuant to APPENDIX M and Cloud and/or Hosting pursuant to APPENDIX N of this TOR.

## **5. SERVICE MANAGEMENT**

- 5.1. The SUPPLIER shall ensure that the SUPPLIER Service Delivery Manager/Project Manager shall co-ordinate the management and operation of the Scope of Services, the performance of the SUPPLIER's obligations under this Agreement and the management of the SUPPLIER's day-to-day relationship with the CUSTOMER.
- 5.2. The CUSTOMER shall be entitled to, but shall be under no obligation to, appoint its own internal team of employees with responsibility for overseeing, monitoring and reviewing the performance of the SUPPLIER and each of the SUPPLIER personnel and for assessing the quality of the Services provided under this Terms of Reference.

## **6. TRANSITION AND ACCEPTANCE**

- 6.1. Any in-scope Transition Plan is set out at APPENDIX L Implementation Services to this TOR.
- 6.2. The SUPPLIER shall carry out the Transition Services in accordance with the Transition Plan and in accordance within APPENDIX L Implementation Services.

## **7. CUSTOMER DEPENDENCIES**

- 7.1. The CUSTOMERs Dependencies for the Services Scope associated with the Implementation Services are set out at APPENDIX L to this Terms of Reference.
- 7.2. The CUSTOMERs Dependencies for the Managed Services are set out at APPENDIX H to this Terms of Reference.

## **8. SERVICE LEVELS**

- 8.1. The Service Levels applicable to the Managed Services provided are those set out in APPENDIX E to this Terms of Reference.

## **9. GOVERNANCE**

- 9.1. Implementation Services governance is defined in APPENDIX L
- 9.2. The governance procedures and processes set out in APPENDIX G to this Terms of Reference shall apply to the performance of the Managed Services provided pursuant to this Terms of Reference.
- 9.3. The Parties shall comply with the provisions of APPENDIX G with respect to the:
  - a) Review of the Managed Services;
  - b) Planning and forecasting of the CUSTOMER's requirements for Services; and
  - c) Continual Service Improvement Programme ("CSIP").

## 10. CHANGE CONTROL

- 10.1. Any changes to this Terms of Reference shall be agreed by the Parties by way of an addendum to this Terms of Reference signed by both parties.

## 11. ROTATION OF CONSULTANTS

- 11.1. SUPPLIER operates a rotation policy for all employees. Where SUPPLIER deems it necessary or an individual consultant requests rotation, a minimum of one months' notice will be given to the CUSTOMER. SUPPLIER will provide a comparable replacement consultant and where necessary, provide adequate knowledge transfer at their own cost.

## 12. SOFTWARE AND HARDWARE

- 12.1. SUPPLIER is initiating this Project with the [Name of Specific Software], the intellectual property of SUPPLIER, subject to the Escrow agreement in Section APPENDIX R. Full details of the functionality of this [Name of Specific Software] used to initiate the project on the commencement date is detailed in APPENDIX Q.
- 12.2. Where software licences or hardware from 3rd parties are required for the solution, the order forms in APPENDIX M must be signed at the time of signing this contract to allow the SUPPLIER to purchase the 3rd party licences or hardware on behalf of the CUSTOMER.

## 13. CONFIDENTIALITY CLAUSE

- 13.1. For the purpose of this Agreement, "Confidential Information" shall have the meaning and provisions set out in the MSA.

## 14. TERM AND TERMINATION

- 14.1. This Terms of Reference commences on the Commencement Date. The Managed Services Commencement date will start on the date set out in APPENDIX K and shall continue in full force and effect for a period set out in APPENDIX K unless extended by the Parties or terminated earlier in accordance with Clause 5 of the MSA or Clause 14 of this Terms of Reference.
- 14.2. In addition to the provisions contained in Clause 5 of the MSA, the following termination rights shall apply to the performance of the Services pursuant to this Terms of Reference:
- (a) Scale Down of Implementation Services (not Managed Services): The CUSTOMER may suspend performance of this ToR at any time for a period of up to three (3) months (the 'Suspension Period') on service of not less than forty five (45) days' written notice to SUPPLIER (a 'Suspension Notice'). On receipt of a Suspension Notice, SUPPLIER shall, at the CUSTOMER's discretion, either immediately cease all services in relation to that ToR or continue providing services in accordance with the terms of the ToR up to the date of suspension specified in the Suspension Notice (the 'Suspension Date'). The CUSTOMER shall pay all fees and expenses payable in respect of the

services that were scheduled to be completed under the ToR up to the Suspension Date irrespective of whether the CUSTOMER has elected to continue to receive said services up to the Suspension Date. The CUSTOMER shall only be permitted to suspend services under any ToR entered into with SUPPLIER on one occasion in accordance with the Suspension Notice procedure.

- (b) The Managed Services TOR may be terminated by either party in accordance with the terms of the MSA. Should this TOR be terminated during the Term by CUSTOMER for reasons not related to SUPPLIERS performance of its obligations under the TOR (the 'Termination for Convenience'), a termination fee will be payable by CUSTOMER to SUPPLIER (the 'Discontinuation of Service Fee') and no refunds will be provided by SUPPLIER. The Discontinuation of Service Fee will be calculated as per the table below and will be payable immediately following the TOR termination.

<b>Date of Termination for Convenience</b>	<b>Discontinuation of Service Fee payable to SUPPLIER</b>
In Year 1 to end of Term as set out in APPENDIX K.	100% of the outstanding un-invoiced Total Managed Services TOR Value.

Upon request by CUSTOMER made before or within sixty (60) days after the effective date of termination, SUPPLIER will make available to CUSTOMER a complete and secure (i.e. encrypted and appropriately authenticated) download file of CUSTOMER Data in an agreed format. This request will be considered chargeable to the CUSTOMER.

The Parties signify their agreement to the terms of this Terms of Reference and intention to be bound by the contents of it by signing below:

Signed for and on	)	
behalf of	)	
CUSTOMER by:	)	Signature
	)	
	)	Name
	)	
	)	Position
	)	
	)	Date
	)	
Signed for and on	)	
behalf of SUPPLIER	)	
by:	)	Signature
	)	
	)	Name
	)	
	)	Position
	)	
	)	Date
	)	
	)	



## **APPENDIX A. SERVICES SUMMARY**

### **1. Managed Services Scope**

CUSTOMER has engaged SUPPLIER to provide a Managed Service in accordance with the term in APPENDIX K to manage the in scope [Application, Infrastructure and/or Database Environment] of the implemented solution (“Managed Service”) as detailed below. If a specific item is not listed it is considered out of scope.

The Managed Services which shall be provided by the SUPPLIER pursuant to this Terms of Reference are detailed in the Service Catalogue set out in APPENDIX F.

### **2. Implementation Services Scope**

The Implementation Services in respect of this TOR are defined in the PID (“Implementation Services”) named [Name of Document] with an effective date of the [PID Date] which is hereby incorporated by reference.

### **3. Additional Project Services**

From time to time, at CUSTOMER’s request, SUPPLIER will provide additional project services from SUPPLIER’s service portfolio. Additional Project Services are subject to the Charges and will be delivered as an additional undertaking managed through a formal Request for Change process.

## APPENDIX B. SUMMARY AND TIMETABLE OF PRICING

### 1. Term and Charges

Service	Start Date	Support period ('Term')	Review Period	Appendix Reference
Implementation	XX/XX/XXXX	n/a	n/a	APPENDIX L
Managed Service	XX/XX/XXXX	X years	Yearly	APPENDIX J

### 2. Total Contract Value (TCV)

Type	Year 1	Year 2	Year 3	Total Contract Value	Appendix Reference
Implementation Services					APPENDIX L
XXX Managed Service					APPENDIX J
Software & Hardware Costs					APPENDIX M
Cloud & Hosting Costs					APPENDIX N

### 3. Summary of Managed Support Elements

ToR Reference	Service/System	Scope	Commercial Model	Paperwork	Commencement
APPENDIX J	XXX Infrastructure Managed Service	XXX Infrastructure Managed Services managed by SUPPLIER on a 24/7 basis	Fixed, Invoiced, quarterly in advance	ToR to be signed in XXX 2017	Post-project XXX 2017 onwards
APPENDIX J	XXX Database Managed Services	XXX Database Managed Services managed by SUPPLIER on a 24/7 basis	Fixed, Invoiced, quarterly in advance	ToR to be signed in XXX 2017	Post-project XXX 2017 onwards
APPENDIX M	Database Licences	Oracle Database Standard Edition	Current Oracle Pricelist	VOLSA to be signed in XXX 2017	XXX 2017

APPENDIX C. CHARGING ANNOTATIONS

1. Standard Working Day

All rates provided are Standard Day Rates. The Standard Day is weekdays (excluding Public Holidays) between the hours of [09:00 hrs and 17:30 hrs] (the ‘Standard Day’).

All rates are for a Standard Working Day. A Standard Working Day is 7.5 hours’ effort expended during a Standard Day (the ‘Standard Working Day’)

Overtime is effort greater than the Standard Working Day hours or effort incurred outside a Standard Day (‘Overtime’). Overtime will be approved by prior mutual agreement. The rate applicable for Overtime will be determined by multiplying the applicable rate in accordance with this agreement by a multiplier in accordance with the following Table (‘Rate Card Multiplier’).

2. Rate Card Multiplier

Description	09.00hrs – 17.30hrs	17.30hrs – 0.00hrs	00.00hrs – 09.00hrs
Weekday	1	1.5	3
Saturday	1.5	2	3
Sunday/Public/Bank Holiday	2	2.5	3

3. Expenses

It is envisaged that SUPPLIER staff will incur expenses, such as travel, subsistence and accommodation, during the execution of the contract. However, where these expenses are incurred, they will be passed to CUSTOMER and fully supported by authenticated receipts.

4. Travel Time

Unless otherwise agreed, any time spent in excess of one hour (from SUPPLIER office), travelling to and from CUSTOMER for onsite support the time will be charged on a time and materials basis. This time is in addition to the time spent on site and will be either charged for or taken from draw down days.

## APPENDIX D. PAYMENT TERMS

### 1. Managed Services

Invoicing will be [annually/quarterly/monthly] in advance for Managed Services. All Services charges are payable 30 days from the invoice date.

### 2. Implementation Services

All Services charges are payable 30 days from the invoice date. Invoicing will be on the basis of milestones agreed via external PID (see APPENDIX L).

### 3. Cloud Usage Costs

Cloud Usage Costs are variable and subject to the usage profile of CUSTOMER environment and are therefore subject to change. CUSTOMER is responsible for full payment of the Cloud Running Costs that are accumulated through the operation of the Cloud service each month.

In addition to the Cloud Running Costs SUPPLIER will charge CUSTOMER:

- A fee for AWS Business Support (calculated as 10% of converted monthly Cloud Running Costs converted from USD to EURO)
- A fee for Billing Administration (calculated as 5% of converted monthly Cloud Running Costs converted from USD to EURO).

CUSTOMER will be invoiced monthly in arrears commencing on the Effective Date of this agreement. Through the Cloud Consolidated Billing mechanism, SUPPLIER will make the appropriate payment to Cloud Provider and invoice CUSTOMER accordingly. This payment is made in arrears to Cloud Provider by SUPPLIER and is therefore not negotiable. CUSTOMER agree to make the payment in full to SUPPLIER as per the invoice request within 30 days of Invoice Date.

### 4. Bank Details

## APPENDIX E. SERVICE LEVELS (MANAGED SERVICES)

This schedule contains a description of the Service Levels which the SUPPLIER must meet in providing the Services.

### 1. Priority Levels and Service Levels

Service levels and priority definitions only apply to production systems that have been declared in the “Managed Services Scope” section. Priorities are based both on the IMPACT of an issue, and the urgency of that issue at the time it is reported.

Impact	Urgency
1. Major - Critical Business Service or Function unavailable or inaccessible	1. Critical - Immediate fix required
2. Significant - Critical Business Service or Function severely degraded	2. Urgent
3. High - Non-Critical Business Service or Function unavailable or degraded	3. High
4. Moderate - Non Critical Business Service or Function disrupted, but workaround available	4. Medium
5. Minor - Question, query or minor bug	5. Low – Next scheduled release

	Impact					
	Priority Levels	1	2	3	4	5
Urgency	1	1	1	2	2	4
	2	1	2	3	3	4
	3	2	2	3	4	4
	4	3	3	3	4	5
	5	4	4	4	5	5

Incidents will be responded to in accordance with this prioritisation, as detailed in the table below:

Priority	Description	Response Time	Update Time	Target Resolution Time
P1	Critical Business Service or Function unavailable, severely degraded or inaccessible	30 minutes (By Phone)	Every hour	4 hours
P2	Critical Business Service or Function severely degraded	2 hours	2 hours or As Agreed	3 working days
P3	Non-Critical Business Service Function unavailable or degraded	4 hours	Daily or As Agreed	10 working days
P4	Non-Critical Business Service Function disrupted but workaround available	8 hours	As agreed	1 month
P5	A question, query or minor bug	12 hours	As Agreed	As agreed

### 2. Exceptions to SLAs

RFCs	Data Corruption issues
------	------------------------

Disaster / Catastrophic Incidents	Patching
External events or outages outside of SUPPLIER’s control (including but not limited to malicious attacks, network failures, data centre failures, etc.)	
Service Requests (see note below)	

3. Service Requests

Note: Unless otherwise specified Service Requests will adhere to SUPPLIER’s standard SLA. For clarity see priorities and associated resolution times below.

Priority	Target Resolution
P1	4 Hours
P2	3 Working Days
P3	10 working days
P4	1 month
P5	As Agreed

## APPENDIX F. SERVICE CATALOGUE FOR MANAGED SERVICES

The Services which shall be provided by the SUPPLIER are detailed in the CUSTOMER Service Catalogue which is an external Microsoft Excel file:

[SUPPLIER - CUSTOMER Managed Services – Service Catalogue – MONTH YEAR.xlsx]

where MONTH YEAR shall be used for version control purposes.

Both CUSTOMER and SUPPLIER agree that this SERVICE CATALOGUE shall be maintained by SUPPLIER and reviewed by both parties as per APPENDIX G GOVERNANCE OF MANAGED SERVICES to ensure that it is fully representative of the Managed Service requested by CUSTOMER. It shall also be used during commercial reviews to agree service fees.

The SERVICE CATALOGUE will typically be located on a Microsoft SharePoint External Collaboration Site and will be made available to CUSTOMER for referential purposes on a read-only basis.

Details of the Services to be provided are listed in the “Services” tab of the Service Catalogue.

General Service Dependencies are set out in APPENDIX H. The details regarding additional specific service dependencies required to be put in place and / or maintained by the SUPPLIER to support the provision of the Services and the underlying individual hardware and infrastructure components required to be put in place and / or maintained by the SUPPLIER are detailed in the “Service Dependencies” and/or “Hardware” tabs of the Service Catalogue.

Further details of the Services to be provided by the SUPPLIER, the key activities and responsibilities of the SUPPLIER in the provision of the Services, are specified in each of the following tabs of the Service Catalogue which may include but are not limited to:

- Server Management Policy
- Database Services
- Application Services
- Storage Management Policy
- Network Management Policy
- Backup Policy
- Security Policy
- Patching Policy
- DR & Failover Policy
- Monitoring

The Hardware tab of the Service Catalogue contains the relevant cross references to specific management policies outlined in the Service Catalogue.

Activities and Services that are specifically out of scope for the Managed Service are set out in APPENDIX I. Further limitations to scope are also set out in the individual tabs of the Service Catalogue.

Both CUSTOMER and SUPPLIER agree that this SERVICE CATALOGUE shall be maintained by SUPPLIER and reviewed by both parties as per APPENDIX G GOVERNANCE OF MANAGED SERVICES to ensure that it is fully representative of the Managed Service requested by CUSTOMER. It shall also be used during commercial reviews to agree service fees.

The following services are in-scope:

Item Id	Item
1	
2	
3	
4	
5	

The following [applications, databases, hardware, software] are in-scope:

Item Id	Item
1	
2	
3	
4	
5	



## APPENDIX G. GOVERNANCE OF MANAGED SERVICES

This appendix will deal with governance of the relationship between the CUSTOMER and the SUPPLIER in respect of the Managed Service.

### 1. Service and Commercial Reviews

The Parties shall carry out a review of the Services and the performance against Defined Service Levels as applicable at the following intervals:

- a) Service Review – Quarterly - from the Commencement Date. (Either face-to-face or via conference call by agreement)
- b) Commercial Review - Annually one month before each anniversary of the Commencement Date.
- c) The SUPPLIER shall be obliged to record and produce minutes of each such review meeting, to deliver a copy of those minutes to the CUSTOMER as soon as is practicable following each such meeting, and to produce and deliver to the CUSTOMER an action list following each such meeting together with an actions completed list before each relevant following review meeting.

In addition to the CUSTOMER's rights detailed above, the CUSTOMER shall also have the right, at any time and from time to time during the Term to request separate and specific review meetings with the relevant SUPPLIER Personnel to discuss such performance issues with the Services and/or the SUPPLIER System as the CUSTOMER, in its reasonable discretion, wishes to raise and discuss with the SUPPLIER at that time.

### 2. Reporting

Service reports detailing the service status and SLAs carried out by SUPPLIER will be provided on a regular basis. In addition, any RFCs, resource requests or site visits will also be documented.

Report Type	Content
Monthly/Quarterly	Full Report, Email Only
Site Report	Any additional onsite work carried out by Managed Services team
Change Request	Form with details of any changes to the system and likely impact
Resource Request	Form confirming when a resource has been requested, the tasks to be carried out and any costs incurred
Call Report	On request a list of all calls open in Managed Services can be requested

### 3. SUPPLIER Communication and Escalation

The table below contains the contact details of those involved in the delivery and support of the service from SUPPLIER.

Name / Role	Phone	Availability	Email
Service Desk	01 8657888 or 0845 450 32 32	As Required	servicedesk@version1.com
Ian Butler Service Desk Manager	01 8657888 or 0845 450 32 32	When Required as Escalation Point	ian.butler@version1.com
[??] Service Delivery Manager		When Required as Escalation	

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		Point	
[???		When Required as Escalation Point	
Peter Smyth Head of Managed Services		As Required	Peter.smyth@version1.com

Note: The table above is for informational purposes. A list of SUPPLIER contacts will be recorded and updated, as required, in the Service Catalogue.

The table below contains the contact details of those involved from CUSTOMER.

Role	Name	Land Line	Mobile	Email
???	???	???	???	???

\* required to approve all RFCs.

\*\* All calls from CUSTOMER should be channelled through this first line user list.

Note: The table above is for informational purposes. A list of SUPPLIER contacts will be recorded and updated, as required, in the Service Catalogue.

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## APPENDIX H. MANAGED SERVICES DEPENDENCIES

NOTE: Applicable dependencies are determined by the scope of the service(s) as defined in APPENDIX L and APPENDIX F.

### 1. Remote Access

SUPPLIER needs to be able to access the system remotely. Under the terms of this agreement support is dependent on this access being available and fit for purpose.

### 2. Alerts and Email notification

Where SUPPLIER provides Managed Services on a proactive basis, this may require that either a monitoring tool or a script runs periodically to check the health of the system. These results are then communicated to the Service Desk either directly or via email and acted upon accordingly. This notification is a necessity for the smooth and efficient running of the service.

### 3. Proactive Monitoring

To enable SUPPLIER to provide proactive monitoring we require the installation of a dedicated virtual or physical server to a minimum specification of 2 x CPU, 4 GB RAM, 40GB disk space placed within the DMZ or LAN with external secure communication to our primary monitoring service. More detail will be provided as part of any transition phase.

### 4. Licence Compliance and Support

Licence compliance and vendor support related to third party software is the responsibility of CUSTOMER. SUPPLIER recommends that third party software, including but not limited to the Operating System, Database, or any other software is maintained at a level that is within the original vendor's active support programme. Where this is not the case, any defects caused by that software will be excluded from SLAs. Where the software vendor cannot provide a solution for the installed software version, SUPPLIER may not be in a position to fix any issues which do arise. There may be an additional cost associated with investigation and rectification of issues associated with unsupported software which will be in addition to any regular support charges.

### 5. 3rd Party Application / SUPPLIERS

SUPPLIER may require support from /third parties to diagnose and resolve incidents. SUPPLIER is not bound by SLAs in such scenarios.

### 6. Test / Development Servers

In the absence of a test, UAT or development environment SUPPLIER will be constrained in carrying out their tasks.

### 7. Communication of System Changes

Any changes that occur to systems that are not implemented by or communicated to SUPPLIER may affect the fix time of an incident and the work will be deemed to be out of scope.

Any outages that are planned to systems should be communicated to the SUPPLIER Service Desk so that a gentle shutdown of services can be performed; also alerts (if applicable) can be disabled for the time of the outage.

## 8. Patching Approval

If in scope, SUPPLIER will recommend to the CUSTOMER the patches to be applied for Operating System(s), Application(s) and/or Database(s). CUSTOMER will be responsible for authorisation of any patches to be applied or not through a formal RFC process.

If in scope, Approved patching and fixes required will be planned on suitable occasions and agreed in advance. This may necessitate the system being unavailable for a certain time (can be defined for each patching cycle) on the agreed day.

## 9. Test Restores

If in scope, testing of restores from tape, or other backup media can only be performed if CUSTOMER has a suitable environment available to which the backup can be restored. This includes suitable devices to read media, adequate storage, and memory/CPU on a non-production server/VM, and also the availability of appropriate licensing if the environment is to persist (e.g. as an internal 'test/dev' environment).

## 10. 3rd Party Agreement and Service Terms - AWS

CUSTOMER agrees to adhere to and be bound by the Amazon Web Services – AWS CUSTOMER Agreement and Service Terms which, at time of writing of this ToR, can be found at <https://aws.amazon.com/legal>. Note: These agreements are updated periodically and it is the responsibility of CUSTOMER to familiarise themselves with said amendments.

## 11. 3rd Party Agreement and Service Terms – Microsoft Azure

CUSTOMER agrees to adhere to and be bound by the Microsoft Azure CUSTOMER Agreement and Service Terms which, at time of writing of this ToR, can be found at <https://azure.microsoft.com/en-us/support/legal/>. Note: These agreements are updated periodically and it is the responsibility of CUSTOMER to familiarise themselves with said amendments.

## 12. 3rd Party Agreement and Service Terms – Oracle Cloud Services

CUSTOMER agrees to adhere to and be bound by the Oracle Cloud Services CUSTOMER Agreement and Service Terms which, at time of writing of this ToR, can be found at <http://www.oracle.com/us/corporate/contracts/cloud-services/cloud-services-csa-2574743.html/>. Note: These agreements are updated periodically and it is the responsibility of CUSTOMER to familiarise themselves with said amendments.

## 13. Licence Terms – AWS

CUSTOMER agrees to adhere to and be bound by the Amazon Web Services – AWS CUSTOMER Licence Terms which, at time of writing of this ToR, can be found at <https://s3.amazonaws.com/Reseller-Program-Legal-Documents/AWS+Reseller+Customer+License+Terms.pdf>. Note: These agreements are updated periodically and it is the responsibility of CUSTOMER to familiarise themselves with said amendments.

## APPENDIX I. SERVICES OUT OF SCOPE FOR THE MANAGED SERVICE

The following services will be deemed out of scope of the fixed cost managed service unless specifically referenced in the Service Catalogue. SUPPLIER may provide these services to the CUSTOMER on a time and materials basis if requested by the CUSTOMER.

### 1. Physical Server and Equipment

CUSTOMER owns all physical equipment and has 3rd party vendor support agreements. SUPPLIER will not be responsible for communication between CUSTOMER and 3rd parties.

### 2. Facility Management/Hosting

CUSTOMER is responsible for the hosting of equipment, communication and security on servers located in Non Public Cloud Data Centres or premises. SUPPLIER will not be responsible for communication between CUSTOMER and 3rd parties.

### 3. Removable Media Backups

Backup to removable media is out of the scope of this support agreement.

### 4. Handling of Backups

The physical backups, verification (including those backup checks) and handling of media are not supported by SUPPLIER.

### 5. Upgrades

The undertaking of upgrades is not part of the Managed Service therefore any upgrades will be done as a chargeable Request for Change.

### 6. The following Database related Incidents which may occur under the following circumstances:

- A corrupt archive log produced by the Primary database will not apply to the Standby database.
- Hardware problems on either the Standby or Primary servers breaks the Standby database.
- After a switch over to the Standby, the Standby or Production servers need to be rebuilt.
- Any other user interaction from non-SUPPLIER staff which results in the breakage of the Standby database.
- In the event of the invocation of a Disaster Recovery plan, rebuilding the Primary site will be treated as a chargeable request for change.

### 7. Data Fixes

Any data fixes caused by user error or third party application intervention will be treated as an RFC.

### 8. Printers

Support for Printers is out of scope.

### 9. Network support

Support for all network infrastructure is out of scope.

10. Desktop Support

Support for local desktop infrastructure is out of scope.

11. Level 1 Support

CUSTOMER is responsible for the triaging of all incidents that affect the daily operation activities of the IT service to the business. Level 1 Support will look to solve basic customer issues and has a general understanding of the applications and services. They gather customer information, analyse symptoms and determine the basic problem(s) before triaging the call to SUPPLIER support.

12. De-Transition/Exit Management of Service

Any de-transition or exit management of In-Scope Managed Service will be considered chargeable to the CUSTOMER.

## APPENDIX J. MANAGED SERVICE CHARGES

### 1. Managed Services Charges

The costs are on a fixed price/time and materials support basis as outlined below and are subject to annual review.

Service	Year 1	Year 2	Year 3	Year 4	Year 5
XXX Service	€/£???	€/£???	€/£???	€/£???	€/£???
TOTAL					

### 2. Additional Scope Pricing

Below are the costs to add additional servers/instances/databases/Cloud Functionality to the managed services contract.

Item	Monthly	Annual
CUSTOMER Production Environment - Additional Server/instance/databases/Cloud Functionality w/ 24x7 Support Quarterly OS Patching	[€/£XXX]	[€/£XXX]
CUSTOMER Production Environment - Additional Server/instance/databases/Cloud Functionality w/ 8x5 Support Quarterly OS Patching	[€/£XXX]	[€/£XXX]

Note: Additional server/instance/databases/Cloud Functionality costs will be added through the Request for Change Process.

Below are the annual increase costs to add additional application functionality to the managed services contract.

Item	Annual
Application Change Requests in Calendar Year	Annual Change Request Value @ [X%]
OR	OR
Change in UserCount in Calendar Year	Change in UserCount @ [X%]

Note: Additional application functionality will be added through the Request for Change Process. Increase costs to be added via addendum to this Terms of Reference.

### 3. Rate Card

Additional services will be charged on a time and materials basis according to the following rate card which is based on CUSTOMER requirements at time of writing. The rate card will be reviewed on an annual basis.

Any additional skillsets required will be based on the SUPPLIER Consultant Rate Card (UK & Ireland).

Role	Rate Card (£/€)
Network & Systems Engineer	???
Project Manager	???
Applications Consultant	???
Oracle DBA	???

#### 4. Drawdown Days Rate Card

Drawdown Days are consulting days that are purchased in advance by the CUSTOMER as a budgetary provision for either out of scope (but related) support work or project/enhancements work. In return for the advance purchase, the CUSTOMER is given a discount against the normal Rates quoted above.

These days are provided at a discounted rate as follows:

Role	Drawdown Rate	Minimum Purchase
Network & Systems Engineer	???	???
Project Manager	???	???
Applications Consultant	???	???
Oracle DBA	???	???

#### 5. Annual Review

The Annual Managed Services Fee, Rate Card and Drawdown Days Rates will be adjusted upwards on an annual basis where Version 1 experiences a significant increase in market input costs or where scope of service change occurs.



APPENDIX K.    MANAGED SERVICES START DATE AND TERM

Service	Start Date	Managed    Services    Support period ('Term')	Review Period
[Managed Service]	[D M Y]	[5] years	Yearly or more frequently if required due to large scope change

APPENDIX L. IMPLEMENTATION CHARGES

[NOT IN SCOPE UNLESS OTHERWISE STATED]

1. Implementation Services Rate Card

The following rate card will be used as the Time and Materials based (“T&M”) charge out rates for the Implementation Services.

SUPPLIER Consultant Grade	Role	*Rate per day
Principal / Managing Consultant	Principal Consultant Enterprise Architect Programme Manager	
Manager / Architect	Project Manager Solution Architect	
Senior Consultant	Business Analyst Senior Developer UX Designer Senior DBA/Infrastructure	
Consultant	Developer Tester UX Developer DBA/Infrastructure	
Service Desk Consultant	Service Desk Consultant	

\* The rates above are subject to review every 12 months

2. Table of Implementation Service Activities

The table below provides the fixed price or time and materials cost to deliver [Implementation Services] in line with assumptions in the PID.

Description	Total
Total	

3. Implementation Dependencies

APPENDIX M. SOFTWARE AND HARDWARE CHARGES

[NOT IN SCOPE UNLESS OTHERWISE STATED]

1. Software

Third Party Software

Description	*Unit Cost	Total Required	Total

\* 3<sup>rd</sup> party costs are outside of SUPPLIER control and may be subject to variance depending on the timing of the order

2. Hardware

Third Party Hardware

Description	*Unit Cost	Total Required	Total

\* 3<sup>rd</sup> party costs are outside of SUPPLIER control and may be subject to variance depending on the timing of the order

APPENDIX N. CLOUD AND HOSTING CHARGES

[NOT IN SCOPE UNLESS OTHERWISE STATED]

1. Cloud Running Costs

Amazon Web Services (AWS)

SUPPLIER will provide monthly Consolidated AWS Billing to CUSTOMER for all AWS functionality consumed by CUSTOMER under AWS Account Number ???.

For detail on payment terms please see APPENDIX D.

Microsoft Azure

SUPPLIER will provide monthly Consolidated Azure Billing to CUSTOMER for all Azure functionality consumed by CUSTOMER under:

a) The following Subscriptions

Subscription ID	Subscription Name
XXX	XXX

b) Through Microsoft Cloud Solution Provider program under Account Number ???

For detail on payment terms please see APPENDIX D.

Oracle Cloud

SUPPLIER will provide monthly Consolidated Oracle Cloud Billing to CUSTOMER for all Oracle Cloud functionality consumed by CUSTOMER under Oracle Customer Support Identifier (CSI) ???.

For detail on payment terms please see APPENDIX D.

2. Hosting Costs

???

## APPENDIX O. HARDWARE AND SOFTWARE FORMS

[NOT IN SCOPE UNLESS OTHERWISE STATED]

## **APPENDIX P. DISASTER RECOVERY AND BUSINESS CONTINUITY MANAGEMENT**

[NOT IN SCOPE UNLESS OTHERWISE STATED]

## **APPENDIX Q. LICENCING OF SUPPLIER-OWNED SOFTWARE OR INTELLECTUAL PROPERTY**

[NOT IN SCOPE UNLESS OTHERWISE STATED]

## APPENDIX R. SOURCE CODE AND ESCROW

[NOT IN SCOPE UNLESS OTHERWISE STATED]

### 1. Source Code

SUPPLIER shall provide CUSTOMER a copy of the Source Code for any deliverables created as part of the services upon payment in full by CUSTOMER for those deliverables along with all associated documentation relating to the deliverables

Escrow [Name of Project]

### 2. Escrow

SUPPLIER shall provide up to date copy of the Source Code for any deliverables to CUSTOMER along with all associated documentation relating to the deliverables.

At the option of CUSTOMER or SUPPLIER

- a) To place a copy of the up to date Source Code for any deliverables created as part of the services and (excluding Third Party Software) and all associated documentation in escrow with an escrow agent to be agreed between the parties;
- b) To identify any commercial Third Party Software contained within the deliverable in respect of which SUPPLIER is not in a position to place the Source Code in escrow.

### 3. Release Events

- a) SUPPLIER has an order made, or passes a resolution for its winding up (other than for the purposes of a solvent reconstruction or amalgamation), has an order made for the appointment of an examiner or an administrator or an examiner or an administrator is appointed or has a receiver, administrative receiver or manager appointed over all or any part of its assets or undertaking, or any similar or analogous proceedings or event occurs in respect of SUPPLIER in any jurisdiction.
- b) The Managed Services TOR Term is no longer in force
- c) SUPPLIER sells, assigns or transfers to any third party any of its rights in the deliverables where such sale, assignment or transfer would prevent SUPPLIER from discharging its obligations under the Managed Services Agreement
- d) CUSTOMER may terminate if SUPPLIER is in material breach of the Managed Services Agreement following written notice specifying the breach and where a breach capable of remedy has not been cured within thirty (30) days of such notice. In the event of this clause coming into effect, the Source Code for any deliverables and documentation relating to same will be released to CUSTOMER



## APPENDIX S. SERVICE CREDITS

[NOT IN SCOPE UNLESS OTHERWISE STATED]

The Service Credits in respect of the TOR are listed in the “Service Credits” tab of the CUSTOMER Service Catalogue.

The categorisation of Services into Tiers, with associated support hours, for the purposes of evaluating and calculating Service Availability is outlined in the “Services” tab of the CUSTOMER Service Catalogue.

The expected Service Level for a Service will be the value of the Support Hours column from the “Services” tab of the CUSTOMER Service Catalogue for the specific Service.

Overall service availability will be calculated as the time the Service was available, as measured during the Support Hours for the specific Service, against the total time the Service was expected to be available, as measured by the Support Hours for the specific Service. This value is presented as a percentage, with a value of 100% indicating full service availability for a specific period.

Incident response levels will be calculated as the aggregate measured incident response time for a specific priority level against the aggregate expected response time for a specific priority level. The definitions for priority levels and associated expected response times are detailed in Clause 1 of APPENDIX E of this Terms of Reference.

Without prejudice to the provisions of clause 6 of the MSA, the Service Levels will be evaluated on a annual/quarterly/monthly basis, and where Service Levels have not been met for a specific service credit category for that month, the applicable Service Credits, based on the Tier of the Service, will be calculated for that month based on the expected overall Charges for that month. Service Credits will be applied on an annual/quarterly/monthly basis.

Service Credits awarded for Service Availability represent cash payments. Service credits for all other categories represent the issue of additional consultancy days and are calculated by converting the calculated monetary value of the Service Credit for that period into days of consultancy based on the current Hourly Rates, as defined in the ToR, at the time the Service Credit is being applied.

The application of Service Credits for incident resolution will be entirely at the CUSTOMER's discretion and without prejudice to any other rights and remedies the CUSTOMER may have in addition to Service Credits. Any decision of the CUSTOMER not to implement Service Credits for a specific period will be without prejudice to the CUSTOMER's ability to implement Service Credits for incident resolution in similar circumstances at a future date.

In the event of more than one breach occurring in a calendar month, the highest penalty payment will apply.

## APPENDIX T. LICENCE SCREENING SERVICE

## APPENDIX U. DATA PROCESSING

PERSONAL DATA ANNEX		
Subject Matter		
Duration		
Nature & Purpose of the Processing		
Categories of Data Subjects		
Types of Personal Data i.e. any information relating to an identified or identifiable* person.	Demographic Data	
	Contact Details	
	Financial Data	
	Digital Identifiers	
	Social Media	
	Special Data	
	Criminal Offences/Convictions	
	Government Identifiers	
	Other	
Data Transfers		
Other		
Version 1 Customer Rights and Obligations	The Version 1 Customer's rights and obligations are described in the Agreement.	