

Services Contract IDA-CIP Solution – Annex 3

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**Services Contract IDA-CIP Solution**

**Annex 3 – Specific Terms MH Services**

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## 1. Introduction

The terms used in this Annex shall have the meaning attributed to them in **Annex 11 (Definition List)** to the Contract.

This Annex contains the specific terms and conditions in respect of the maintenance and hosting services to be provided by Provider (“**MH Services**”).

## 2. Help Desk

[Redacted text block containing multiple paragraphs of blacked-out content under the '2. Help Desk' section.]

## 3. Maintenance Services

### 3.1 General

Provider shall provide each Client with the customary maintenance and support services in respect of the IDA CIP Tool, including amongst others responding to any question related to the functioning of the IDA

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CIP Tool, release management, configuration management, advice request, analysis requests, etc. (hereafter referred to as the “**Maintenance Services**”).

Provider shall provide these Maintenance Services in accordance with the terms of this Annex and with the best practices applicable at the time of performance of the Maintenance Services (e.g. ITIL V3 Service Operation).

### 3.2 Incident Management Services

[Redacted]

[Redacted]

[Redacted]

#### 3.2.1 Incident resolution

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Step	Description	Provider’s responsibility	Client’s responsibility
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]



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[REDACTED]

Non-critical Incidents shall also be resolved as soon as possible, but this may be done during Czech Republic Office Hours in accordance with [Article 7.1](#).

Incidents discovered during testing shall be solved as soon as possible in order not to disturb the testing procedure with other parties involved in the Testing Phase but work outside Office Hours is not normally required.

Incident Management Services may include Workarounds, in order to meet the applicable Service Levels. Workarounds may, however, never be installed or implemented without the prior written consent (including e-mail) of the Clients. Provider will inform the Clients as part of the detailed Incident reporting after the Incident about the Workaround applied as soon as possible after the implementation of such Workaround.

An Incident is considered resolved only if approved and accepted by the Clients in writing (including via JIRA or e-mail if JIRA does not function).

To the extent the solution of an Incident requires a change to the Development Works, the provisions in respect of Change Requests apply.

At any time after go-live of the IDA, Provider shall ensure enough capacity to perform the Incident management Services.

### **3.2.2 Incident analysis**

Any Incident of which Provider is or has been made aware of shall be analysed by Provider in view of determining its cause, and Provider shall provide its analysis to the Clients as quickly as possible and in any event no later than the timeframe indicated in [Article 7.1](#).

Additionally, Provider shall provide for any Critical Incident or Major Incident a written explanation of the Incident and its cause as well the measures taken or suggested to be taken to resolve the Incident, regardless of whether the Incident is due or not to the IDA CIP Tool.

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### 3.3 Project Governance

Provider shall set up and organise for an adequate and efficient project governance (including assigning sufficiently qualified resources thereto) understood as a set of tools helping project management to keep the Services running smoothly, within budget, with timely deliveries and client satisfaction and helping to define the methods for managing and cooperating on project and supports other processes as well.

In this context Provider shall, taking into account the content of the Contract, define what activities Provider shall do, and who's responsible. Project governance by the Provider therefore covers e.g.:

- Project roles

Definition of roles working on the Services and set of their duties. List of roles may be extended if needs arise. One person may be assigned to more project roles if appropriate.

- Rules and regulations

Any rules or regulations applicable to the Services (to the extent they are compliant with the Contract). This may be extended during the Services' lifecycle if appropriate.

- Procedures

Set of scenarios for defined activities, usually to perform on regular basis. This defined procedure is helping the personnel providing the Services with fulfilling given activity.

- Responsibilities

Definition of responsibilities across the project roles. It can be depicted in RACI (RASCI) matrix or with another suitable tool.

- Communication

Defined tools and communication structure used on project. Communication structure shall be defined internally (for communication inside team) and also externally for communication between stakeholders. Communication structure may define also tools used for communication (email, JIRA, Project Place etc.).

With Project Governance Provider shall ensure also continuous service improvement within the project. The process may be done via activities such as Plan-Do-Check-Act (PDCA) cycle or any other suitable method.

### 3.4 Knowledge Management

Provider shall gather, analyse, store, and share knowledge that exists in relation to Services. With this Provider shall strive to reduce the need to rediscover knowledge by documenting it and making it available for its personnel whenever needed and to ensure that its (new) personnel is always up to date on the service provision.

Knowledge management will serve when extending the team, or when replacing any of the project roles. Procedures related to the knowledge management help newcomers to gain needed knowledge and

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onboard them to the provision of the Services. Knowledge management ensures that the knowledge about projects is properly documented and ready for use without need of any undocumented additional information (excluding access rights etc.).

### **3.5 Configuration Management**

Provider shall perform configuration management related to the IDA CIP Tool and related supporting activities.

Configuration management verifies that a process performs as intended and is identified and documented in sufficient detail to support its expected life-cycle.

Management of source code branches, default configurations, initial data sets, testing scenarios, credentials, and others are necessary supporting activities performed during configuration management execution.

### **3.6 Project Management**

Provider shall put in place an adequate and efficient project management (including assigning sufficiently qualified resources thereto) to ensure that its Services are performed in accordance with the Contract, in particular in accordance with the agreed deadlines.

Project management is the process of leading the work of a team to achieve all project goals within the given constraints. The primary constraints are quality, scope, time, and budget. Project management is also considering other constraints such as risks and benefits.

Main objective of this process is management of the maintenance team, and cooperation with other stakeholders. The communication is held via various tools and methods such as:

- Meeting with Clients (remote meetings)
- Written communication (emails, tracking systems etc.)
- Other type of communication (calls, information radiators, sharing of deliveries etc.)

The key role in this process is the Project Manager. The Project Manager is responsible for leading the project management, communication with client on project level, escalation of project issues out of project mandate and other activities. Other team members may also be active in project management activities when the Project Manager delegates any of the related activities.

### **3.7 Problem Management**

Provider shall put in place an adequate and efficient problem management (including assigning sufficiently qualified resources thereto) with a view to detect and solve to the extent possible any root cause of an Incident.

#### **3.7.1 Problem Identification**

“Identification of problems“ means detection, logging, categorization and prioritization of a problem in reactive or proactive regime.

Provider shall maintain a first and second level support which identifies any recurring issues or suspicious trends in the solution behaviour, which may lead to the occurrence of Incidents and tracks their problem



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management lifecycle in the ticketing system. For the non-tracked problems, this support team shall record the problems in the tracking tool. Provider shall ensure that there is a link between the problem, related incidents, and Change Request if any.

To sum up, the first/second level support analyses events in the scope of problem identification on regular basis. This support shall describe symptoms; record all known and relevant information and quote complexity to continue with problem investigation and diagnosis. Investigation or analysis is not subject of problem identification.

### 3.7.2 Problem Investigation and Diagnosis

In the context of problem investigation and diagnosis Provider shall perform problem control and error control.

- Problem control: in this phase Provider defines, records, classifies, and analyses the problem. The outcome of the problem control is made available to the Clients in a report. The main objective of problem control is to turn problems into known problems so that error control can propose the relevant solutions: This phase is completed by defining a known problem as soon as the root cause has been found.
- Error control: in this phase Provider decides if the cause of the problem will be removed, the cause is removed effectively (applying the change and release management process), the solution is checked with the Clients and the problem is closed.

The whole process consists of solution finding, planning and providing of a solution to unknown and known problems.

### 3.8 Pro-active maintenance

Provider shall provide the maintenance services required to prevent Incidents from occurring (pro-active maintenance). Such maintenance shall be performed either on event basis or periodically.

### 3.9 Cooperation in the context of new Releases

Parties shall closely cooperate in the context of new Releases, amongst others via the CIPTG or the CIP DG referred to in **Annex 10 (Communication tools and governance organisation)**.

In the event the new Release results from a Change Request, Parties shall agree in the Change Request Document on the terms and modalities of the testing and acceptance procedure for such Release of its deployment into the relevant environments.

The acceptance procedure shall establish:

[REDACTED]

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[Redacted text block]

[Redacted text block]

The Clients shall:

- a) [Redacted text block]

- b) In the case of a different assessment of Defects by Provider and the Clients, both assessments are to be recorded in the Acceptance Report. The discrepancy in assessments constitutes a dispute between the Parties which will be resolved in compliance with Article 23.2 of the Contract.
- c) In case of Defects described in the stage testing report or final testing report or in case of Defects described in the Acceptance Report that leads to a non-Acceptance, the Parties shall agree on the timeframe within which they shall be corrected by Provider.
- d) In case of Defects described in the stage testing report or final testing report or of Defects described in the Acceptance Report that do not lead to a non-acceptance, Provider shall correct all such Defects

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in the IDA CIP Solution as soon as possible, however, no later than by the end of the agreed time limit determined in the Acceptance Report by the Clients.

In respect of a new Release, Provider guarantees and warrants that the Releases will be delivered fit for its purpose as described in the related Change Request.

Provider undertakes, during a period of one (1) year from the date of acceptance of the Release as described in this Article 3.9 of this Annex to fix – free of charge - any Defects, bugs or malfunctioning that are detected by the Clients within this warranty period and notified in accordance with this Article. Any Defects, bugs or malfunctioning detected by the Clients within the warranty period shall be notified to Provider as soon as reasonable possible and in any event within two (2) weeks after the end of the warranty period.

### **3.10 Start Date**

The Maintenance Services shall start as of the date mentioned in Annex 4 (Remuneration).

## **4. Hosting**

### **4.1 Description of the Hosting Services**

Provider undertakes to provide to the Clients with the hosting Services described in this section in accordance with the Service Levels set forth in this Annex (such Services also referred to as the “**Hosting Services**”).

### **4.2 Description of Hosting Services – IT Security**

#### **4.2.1 Making available of the IDA CIP Solution**

Provider shall make available to the Clients and Third Party Users the IDA CIP Solution, amongst others by making available the IDA CIP Tool in the environments described in this Annex, and ensure that Clients and Third Party Users have access to the IDA CIP Tool and that their systems can communicate with it.

Provider shall ensure availability of the IDA CIP Solution for operations 7 days a week during the following timeframes: 9:00-11:00, 14:00-16:00, 21:00-23:00 CET.

The IDA CIP Tool should be available for configuration by the Clients outside the above hours.

#### **4.2.2 Security Services**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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### 4.2.3 Intrusion detection Services

#### 4.2.3.1 Intrusion detection Service description

[Redacted text block]

#### 4.2.3.2 Intrusion detection reporting and statistics

[Redacted text block]

#### 4.2.4 DDoS prevention Service

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[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

#### 4.2.5 Vulnerability Management

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

#### 4.2.6 Authentication

[Redacted]

[Redacted]

### 4.3 Description of the environments

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

#### 4.3.1 Production environment sizing

[Redacted]

[Redacted]

[Redacted]

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[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

### 4.3.2 Testing environment sizing

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

## 4.4 Backup and archiving

The Provider provides a backup and restore solution. It provides backup functionality, including a cross data center replication as described in the **Annex 1 (Technical Descriptions)**.

### 4.4.1 Data retention

#### 4.4.1.1 Data backup

A data backup is taken of the CIP Data in a scheduled fashion once a day and kept for thirty (30) calendar days to allow for restoration of the CIP Data.

#### 4.4.1.2 Data restoration

After restoration of a backup, the CIP Data has the status of the backup. Data restoration can be performed per database instance while other instances are still operational.

Data restoration includes the restoration and roll forward of Data from backup.

#### 4.4.1.3 Application log file retention

Application log files are continuously collected, forwarded by GreyLog, and stored in the ElasticSearch component within the CIP IDA infrastructure (as depicted in CIP SAD document, chapter 5. Logical View), for thirty (30) calendar days for information purpose. Log files can be provided on request towards Clients within two (2) working days.

#### 4.4.1.4 Archiving

CIP Data stored in database tables from the last calendar day is dumped into archive files 'text or binary file' format and retained for the period stipulated in the **Annex 1 (Technical Descriptions)**.

Archive files can be provided on request towards CIP Coordinator within two (2) Business Days (i.e. 48 hours).

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#### 4.5 Infrastructure maintenance process

[Redacted text block]

##### 4.5.1 Standard infrastructure maintenance

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

##### 4.5.2 Non-standard infrastructure maintenance

[Redacted text block]

[Redacted text block]

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[Redacted text]

[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]

[Redacted text]

[Redacted text]

[Redacted text]

[Redacted text]



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[REDACTED]

[REDACTED]

[REDACTED]

#### 4.6 Failover

[REDACTED]

#### 4.7 Data Loss

[REDACTED] ex 3 (Specific Terms MH Services),  
there shall be no liability for the loss of data and their reconstruction.

#### 4.8 Start Date

[REDACTED]

### 5. Hosting and Maintenance Reporting

[REDACTED]

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### 5.1 Incident Management Summary Reporting

Topic	Reporting
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED] [REDACTED]
[REDACTED]	[REDACTED] [REDACTED] [REDACTED]

### 5.2 Problem Summary Reporting

Topic	Reporting
[REDACTED]	[REDACTED]
[REDACTED] [REDACTED]	[REDACTED] [REDACTED]

### 5.3 Service Level Reporting

Topic	Reporting
[REDACTED] [REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

## 6. Change Request

The Clients may at any time request changes to the Services via the Help Desk.

In accordance with Article 11 of the Contract, Parties shall agree on the terms and modalities of such change.

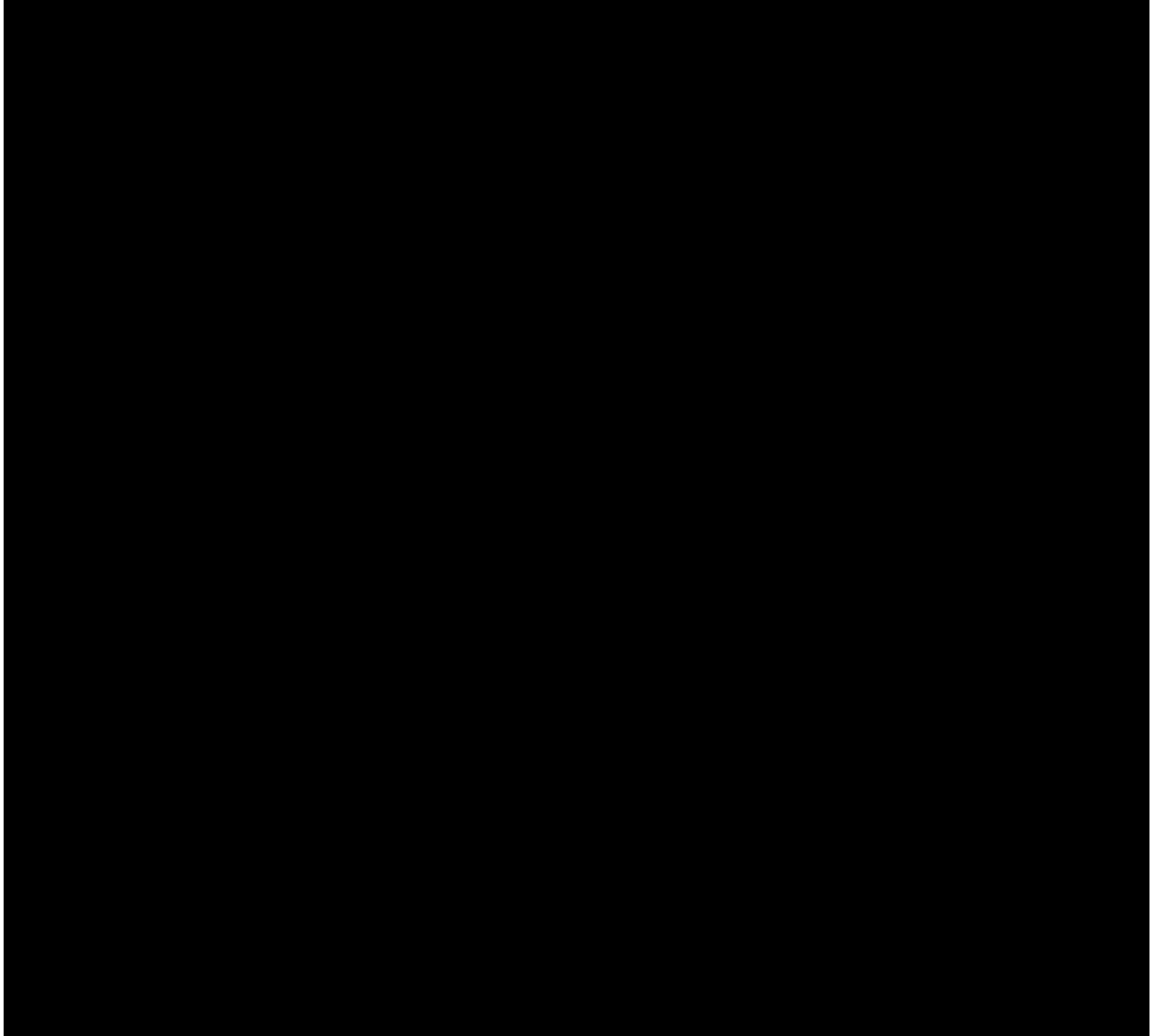
Any agreed change shall be recorded in a Change Request Document in accordance with the terms of Article 11 of the Contract.

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## **7. Service Levels and Service Credits**

### **7.1 Service Levels**

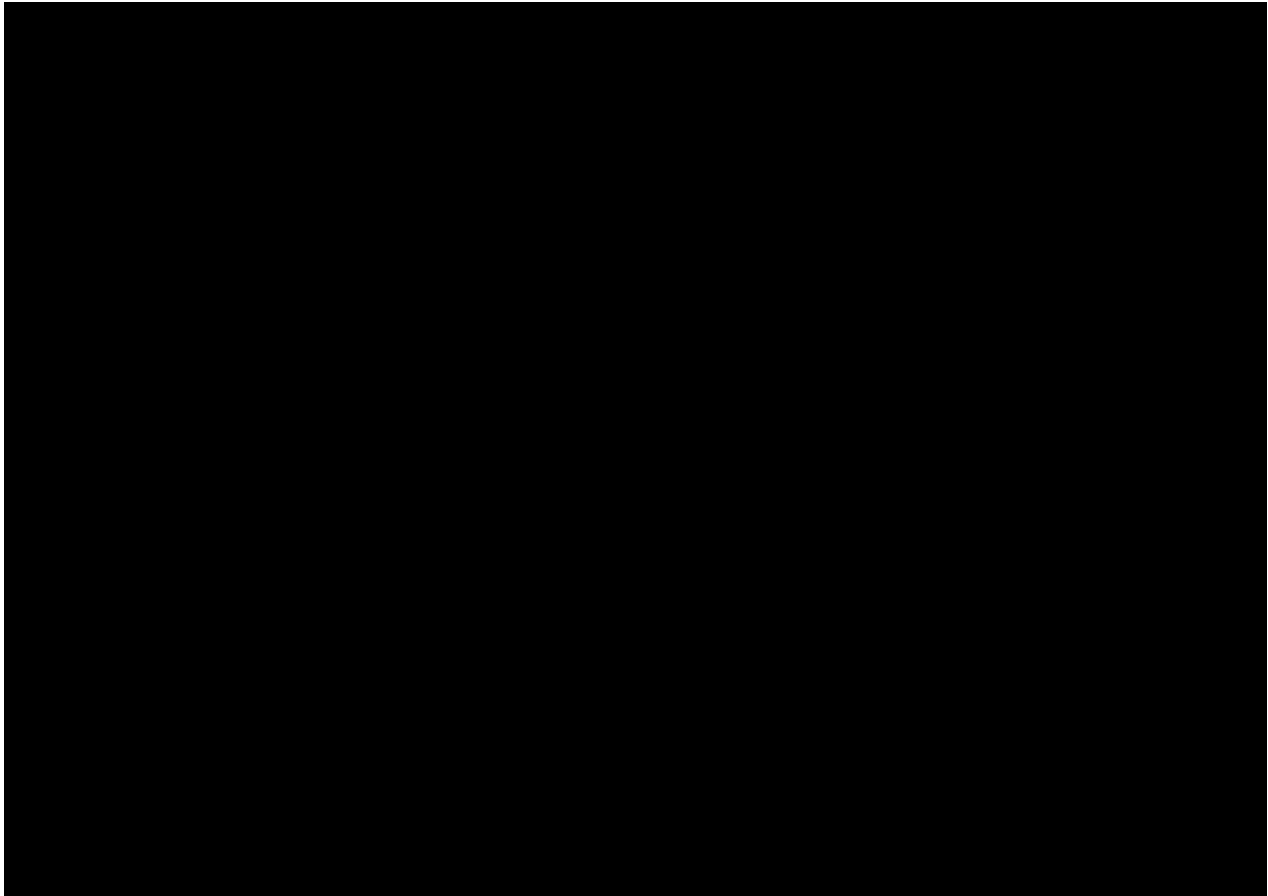
In performing the MH Services, Provider shall comply with the Service Levels set forth below in relation to the indicated metric for the steps where Provider is responsible for the provision of the MH Services.



### **7.2 Service Credits**



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[Redacted text block]

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[Redacted text block]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

## 8. Remuneration

For the due performance of the MH Services in accordance with the Contract, the Clients shall pay Provider the monthly remuneration as set forth in **Annex 4 (Remuneration)**.