

xtravirt

Service Schedule

XMS Services

Valid from 1st June 2022

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1 Document control

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2 Introduction

2.1 Framework Agreement

This Service Schedule is offered and delivered under a signed and active Xtravirt Framework Agreement

2.2 Purpose

The purpose of this Service Schedule is to define and control the provision of services and the requirements of the Parties

3 Document conventions

3.1 Glossary of terms

In this Agreement unless the context otherwise requires:

Term	Description
Agreement	Means all sections of this agreement
Agreement Term	The term of this Service Schedule during which Services may be defined and delivered
Customer	Means the customer or party placing the order for Services under the procurement framework
Customer Data	All Customer Data including Corporate, Personal, and Sensitive Personal Data
Contract	Means an agreed Statement of Work or Service Framework Agreement between the Customer and Supplier for the provision of Services pursuant to this Agreement
Framework Agreement	Means the signed Xtravirt Framework Agreement document under which the terms of this Service Schedule are agreed and delivered
Force Majeure Event	Means any event beyond the reasonable control of a party including acts of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction or any overriding emergency procedures, accident, fire, flood, storm and strikes or any industrial action by employees of any person other than the party relying on the Force Majeure Event
Group	Means any business or related business to either the Customer or Supplier
Intellectual Property	Means all patents, rights in a database, rights in a design, service marks, circuit lay out rights, rights in semi-conductor chip topography, trademarks, applications for any of the foregoing, copyright, design right, know-how, trade or business names, goodwill associated with the foregoing and any other similar rights or obligations whether or not registered or capable of registration in the UK or any other part of the world
Order Form (also Customer Quotation)	A quote, order, services contract or purchasing agreement under which this Service Schedule is delivered. An Order Form may also be issued as a Customer Quotation.
Personal Data	Means Personal Data as defined under GDPR General Data Protection Regulation 2016/679
Sensitive Personal Data	Means Sensitive Personal Data as defined under GDPR General Data Protection Regulation 2016/679
Service Framework	Means all sections of the Framework Agreement

Service Request	A request for work activity normally referred to as a small change, encompassing 8 hours effort or less and able to be defined and delivered under a change request process. Does not include changes which require project management, design or architecture work
Services	Means the services to be provided by Supplier to the Customer under the terms of this Service Schedule
Service Schedule	Means all sections of this document
Service Term	Means the term for an individual Service delivered under this Service Schedule as defined in the Order Form or Customer Quotation
Statement(s) of Work	Means the required statement(s) of work setting out individual deliverables and activities that may be provided by Supplier to the Customer, as part of or in addition to, the Services included under this Agreement.
Subsidiary Agreement(s)	Means Service Schedule(s), Statement(s) of Work or Quotation(s)
Supplier	Means Xtravirt Limited, on behalf of itself and its Affiliates
The Parties	Means collectively the Customer and Supplier

4 XMS Services

Xtravirt Managed Services (XMS) is a modular portfolio of IT services designed to be combined on a flexible basis creating a service aligned to meet an individual customers requirement. The applicable modules for a customer are defined within the Customer Quotation or Order Form.

4.1 XMS service definitions

Each XMS service module provides the following high-level capabilities.

Note: for all services, Customer Dependencies and Excluded / Chargeable Services include but are not limited to, examples provided

4.1.1 Service Desk

For services included and delivered under the terms of this agreement

- Provide a single point of contact for the Customer representative to log an incident or raise a service request
- Provide ITIL-aligned Service Management toolset and associated licensing
- Record all incidents accurately and in-line with agreed classification measures and provide timely updates to Customer.
- Prioritise and monitor Customer incidents and requests in line with classification and defined service levels to ensure resolution within SLA.
- Communicate estimated duration and associated cost of incident and service request resolution.
- Monitor and report Customer-chargeable activities.
- Initiate escalation procedures as required by Provider incident management process or as reasonably requested by Customer representative.
- Direct incidents and requests to appropriate resolver groups and monitor progress through to resolution
- Monitor and report incident trends.
- Participate in escalation to vendors in conjunction with Customer and coordinate in line with delegated responsibility where agreed.

Customer Dependencies

- To manage a 1st line service desk for Customer identified incidents.
- To manage approved users of Supplier services.
- To notify Customer identified incidents to Supplier following agreed process.
- To manage incident tracking and actions for resolver groups other than Supplier.
- To communicate to internal users as appropriate.
- To coordinate-specific escalation processes.

- To support and/or escalation to Customer-managed vendors where required and in line with agreed process.

4.1.2 Service Management

For services included and delivered under the terms of this agreement

- Sponsorship of Customer within organisation.
- Scheduling and chairing of service reviews.
- Distribution of standard service reporting.
- Provision of cost and consumption reporting.
- Coordination of Service Improvement.
- Management of Customer and service level escalations.
- Coordination of Scheduled Flex Service activities.
- Coordination and scheduling of Optional Flex Services as requested.
- Monitoring of purchase order coverage.

Customer Dependencies

- To attend scheduled service review meetings.
- To manage the customer release and future schedule of change calendar.

Excluded / Chargeable Services

- The reporting on services provided by third parties not managed by Supplier.
- The provision of detailed customer workload / virtual machine reporting.
- The management of customer-driven change.

4.1.3 Operations Management

- Operation of the customer environment in line with agreed roles and responsibilities
- Maintenance of existing configurations, settings, and rules to ensure operational performance and availability.
- Provision of support for standard changes in alignment with current state architecture and configuration standards
Examples include:
 - Create, edit, and remove NSX-T networks
 - Add, remove Desktops from a Horizon pool

4.1.4 Escalated Support (also defined as L3/4 Incident Response)

- Triage of incidents identified by Supplier following alerts, operational activities and routine checks.
- Triage of incidents identified and escalated from Customer.
- Identification of workarounds to recover service in the event resolution time is extended.
- Investigation of incidents, recommendation of corrective action and implementation in line with the agreement.
- Interface to change control / Customer approval process (Customer to advise and coordinate).
- Collaboration with Customer organisation and other parties for the purposes of investigation and resolution.
- Analyse scope, define solution and carry out changes as appropriate in response to Service Requests (See Exclusions)
- Respond in line with provisions of the agreement.
- Management of Supplier response to Major and Information Security Incidents.

Customer Dependencies

- To ensure incident resolution is completed for components and services outside of the Suppliers responsibility.
- To collaborate in incident analysis and resolution steps and workaround validation
- Coordination of dependent third parties where required

Excluded / Chargeable Services

- Customer-led variable costs including service requests, small changes and project activity are not included except where defined under section 4.1.3: Operations Management or funded through Drawdown Capacity or other signed agreement

4.1.5 Managed Availability

- Configuration of monitoring parameters within management platforms
- Tuning and maintenance of alert thresholds in alignment with industry practice, Customer business profile and risk appetite
- Triage of generated alerts for closure or escalation to incident
- Monitoring performance against agreed availability targets and service levels
- Completion of daily checks
- Monitoring of risk and compliance tool recommendations
- Assistance in steady state tuning for SEIM monitoring services (false-positive optimisation)

Excluded / Chargeable Services

- Initial setup and tuning of SEIM services
- Setup, tuning or maintenance of third-party services

4.1.6 Managed Maintenance

- Routine maintenance in alignment with vendor guidelines and industry practice
- Optimisation of resources, balancing of workloads, storage optimisation
- Management and maintenance of log files in alignment with data retention and compliance requirements
- Planning, scheduling and implementation of supplier changes in line with agreed Change management process
- Monitoring integrity of Customer managed backups for in-scope components and services

Patch Management will be delivered as defined in section 4.1.14: Patch management

Customer Dependencies

- Customer change process and time lined approvals
- Customer assessment of risk and environment impact outside area of Supplier responsibility

Excluded / Chargeable Services

- Patching and maintenance of customer applications and workloads deployed within the environment.
- Major product upgrades
- Customer-led variable costs including service requests, small changes and project activity are not included except where defined under section 4.1.3: Operations Management or funded through Drawdown Capacity or other signed agreement

4.1.7 Managed Quality

- Coordination and delivery of root cause analysis in response to Critical and Major Incidents
- Identification of Problem Management candidates, monitoring of Problem backlog and Problem Management activities
- Collation and scoring of Continuous Service Improvement (CSI) opportunities for review and prioritisation with Customer
- Maintenance of CSI backlog
- Management and collation of knowledge

- Knowledge transfer to enable Shift-Left optimisation of service delivery and self-service capabilities
- Optimisation of processes within Supplier and Customer service delivery model

Customer Dependencies

- Review and prioritisation of Continuous Service Improvements
- Investment (where required) to support CSI delivery

Excluded / Chargeable Services

- Resources and investment to deliver identified CSI and Problem Management outcomes
- Customer-led variable costs including service requests, small changes and project activity are not included except where defined under section 4.1.3: Operations Management or funded through Drawdown Capacity or other signed agreement

4.1.8 Dynamic Management

- Management and optimisation of operational demand on available capacity within Customer environment constraints
- Trend analysis and real time management of operational capacity
- Management of capacity in alignment with industry standards and vendor recommendations
- Profiling of workloads against capacity and performance
- Tuning and optimisation of workload resource utilisation
- Proactive planning in line with existing operational Customer usage profile

Customer Dependencies

- Operational information relating to short term changes to usage profile which may inform interim capacity and performance management actions

Excluded / Chargeable Services

- Impact assessment of scheduled change or planned/proposed project activity on managed capacity or completion of any subsequently agreed actions or changes to scope of Services
- Customer-led variable costs including service requests, small changes and project activity are not included except where defined under section 4.1.3: Operations Management or funded through Drawdown Capacity or other signed agreement

4.1.9 Strategic Governance

- Use appropriate tools and experience of in-scope platforms and industry operating practices to review Customer environment. Example reference factors include
 - Vendor recommended software versions and patching levels
 - Identify out of support patches and risks associated with gap to recommendations
 - Configuration against best practice
 - Vendor knowledge base articles
 - Software compatibility across the platform
 - Industry standard recommendations for information security controls
- Management of identified risks including the tracking and scoring of risks within Customer environment, operational processes and Supplier delivery
- Escalation of risks in alignment with Customer and Supplier risk appetite
- Management of risk treatment within remit of delegated responsibility or as approved through operational governance process

- Identification of performance, availability and Information Security risks present within Customer environment (frequency and scope subject to tool adoption)
- Support for maintenance of Disaster Recovery capability (where defined and as agreed within the terms of this Agreement)

Customer Dependencies

- Disaster Recovery and Business Continuity objectives and business plan
- Defined risk appetite
- Defined delegated responsibility (where applicable)

Excluded / Chargeable Services

- Modifications and enhancements to Customer solution or operational processes to meet revised DR scope and/or measures
- Testing of DR Plan to Customer-defined schedule and requirements
- Design and implementation of risk treatments outside included operational activities

4.1.10 Strategic Management

- Technical Design Authority role responsible for providing senior technical leadership and oversight for services delivered to the Customer including
 - Supplier managed change
 - Customer managed change directly impacting Supplier managed services
 - Risk Management
 - Supplier Release management
 - Supplier Patch cycle management
 - Architecture and solution design of Supplier managed services and components
- Alignment of Supplier managed solutions to Customer business and strategic roadmap
- Strategic capacity forecasting in line with Customer business and strategic roadmap
- Strategic service improvement opportunities driven by market, technology evolution and innovation
- Cost and process optimisation across both Supplier managed areas and wider Customer environment
- Benefit and Customer outcome management
- Oversight of Customer Target Operating Model objectives

Customer Dependencies

- Customer strategic priorities
- Cost and benefit case data

Excluded / Chargeable Services

- Planning and delivery of project and other non-included activities identified through Strategic Management engagements

4.1.11 Technical Design Authority

- Provide senior technical leadership and oversight for services delivered to the Customer including
 - Supplier managed change
 - Customer managed change directly impacting Supplier managed services
 - Risk Management
 - Supplier Release management
 - Supplier Patch cycle management
 - Architecture and solution design of Supplier managed services and components

- Alignment of Supplier managed solutions to Customer business and strategic roadmap

4.1.12 Capacity Planning

- Strategic capacity forecasting in line with Customer business and strategic roadmap
- Strategic service improvement opportunities driven by market, technology evolution and innovation

4.1.13 Knowledge Transfer

- Knowledge transfer delivered on a Time and Material basis to a defined scope

Excluded / Chargeable Services

- Additional charges may be raised where requirement for knowledge transfer includes detailed operational training, technical training and / or enablement of customer operational capability

4.1.14 Patch management

- Review Customer environment against vendor recommended software versions and patching levels
- Summarise recommended patching scope in line with Customer policy requirements and agree final scope for scheduling
- Provide summary scope and scheduling information to support Customer change process
- Implement agreed patching as defined in change process
- Support Customer monitoring of platform following change window
- Validate system integrity following change
 - Note: The Customer is responsible for validating the integrity and security of Customer applications, interfaces and business functionality
- Provide summary to enable Customer acceptance of change completion
- Provide incident support if required immediately following implementation
- Should change not be successful, implement change rollback as per agreed scope and change schedule

4.1.15 Risk and Compliance Management

Note: The purchase and ongoing maintenance of Supplier specified software may be required for the delivery of Risk and Compliance Management services as defined in Customer Quotation or Order Form

- Monitor in-scope customer environment for risks affecting the security, performance and/or availability of services
- Implement and maintain risk monitoring software
- Provide risk assessment at agreed intervals with recommended actions aligned to understood customer risk appetite
- Where agreed, provide summarised risk reporting against published compliance framework
- Coordinate Customer risk review to agree priorities and corrective action

Excluded / Chargeable Services

- Modifications and enhancements to Customer solution or operational processes to address identified risks unless included within other components of the Service

4.1.16 Drawdown Capacity

In order to facilitate the efficient delivery of chargeable services and Flex Services (including Service Requests) or Additional Flex Services (including Project Support and Professional Services engagements), the customer may pre-purchase an agreed amount of Drawdown Capacity. Drawdown Capacity may also be used for the procurement of Hardware, Software, Cloud Subscription Services or Exit Management upon notice of Termination

A Service Request, Statement of Work or Customer Quotation defining the work(s) to be performed, the cost and the allocation of costs to the Drawdown Capacity must be agreed by a customer representative prior to commencement. The representative must ensure that they have completed all necessary Customer governance processes prior to issuing agreement.

Additional Drawdown Capacity may be purchased at any time during the Agreement Term. Unused Drawdown Capacity may be used up to 6 months following termination of the Service Schedule subject to an active Framework Agreement remaining in place between the Parties after which period the Customer may request a refund of any remaining Drawdown Capacity.

4.1.17 Additional Flex Services

Project Support, Professional Services and other agreed services not included within the scope of Services may be requested and provided under the terms of this agreement.

An appropriate Subsidiary Agreement or service request for drawdown of pre-purchased capacity must be agreed prior to commencement.

4.2 Service levels

The defined Services are delivered in alignment with the Service Levels defined in Section 7: Appendix A: XMS Service Levels

4.3 Customer Responsibilities

Unless otherwise defined within this Service Schedule or a Subsidiary Agreement, it is the Customers responsibility to:

- Monitor, configure, manage and maintain the platforms covered by this agreement.
- Manage and maintain dependant hardware for the platforms covered by this agreement.
- Manage delivery of Supplier-owned third-party service providers upon which Supplier services are dependant
- Maintain, administer and support applications and infrastructure which are deployed within or integrate to the environment covered by this agreement.
- Ensure that they have the skills necessary to fulfil these responsibilities
 - Responsibilities should be carried out in line with good IT practices to minimise service impacting events and information security and data integrity risks.
- Identify and record incidents and escalations to Supplier in line with the services outlined within this agreement.
- Provide at Customer cost the appropriate systems access required for Supplier to deliver Services.

In the event that operational maintenance has not been carried out, the Customer acknowledges that Supplier may not be able to respond in line with the deliverables and targets set out in the defined Service Schedule. In line with common practice, application of patches and upgrades may be required prior to or part of Supplier delivery

4.4 Instruction of other parties

In the execution of its responsibilities under these Services, the Supplier may request that the customer, or other third parties with whom the Customer has a relationship

- provide support, information and/or assistance
- carry out activities including, but not limited to, analysis and the implementation of changes

In such circumstances, the Customer shall ensure that the requested party evaluates the request prior to completion and is accountable results of the action. The Supplier shall not be accountable for the results of the actions of the Customer or other third party for changes or actions performed on environments outside the scope of the Suppliers responsibility

4.5 Fair Use Policy

The Customer acknowledges that the Supplier has designed and offered these Services on the basis of the following

- the Environment is used within the design parameters and Manufacturer or Vendor guidelines

- the Supplier is able to fulfil its committed responsibilities within the requirements or constraints of Customer Policies, Processes and Controls
- the Customer fulfils their responsibilities defined in section 4.3: Customer Responsibilities
- The overall IT environment (including responsible parties, applications, components and services) is operated and maintained in line with good industry practices

Both Parties also acknowledge that the achievement of a stable environment with low incident volumes and time to resolution is to the mutual benefit of both parties

In the event that it is identified that factors beyond the control of the Supplier result in a level of incidents, service requests or work activity above reasonable expectations, the Parties agree to record an issue and undertake joint Problem Management and Service Improvement activities to identify and resolve the root cause of the issue with the objective to return the environment to expected performance

Issues identified and recorded under the terms of Fair Use shall be managed and tracked monthly and the Parties shall agree a timeframe for resolution

Service Improvement activities to resolve Fair Use issues may include corrective actions, knowledge acquisition, process, architecture or solution changes within and outside the Supplier Services and may be at the Customer's expense. Should the Customer choose to not participate, or the environment continues generate higher than expected incident levels, Supplier may, at its sole discretion, increase the cost of the impacted Service components, or either party may terminate the Service subject to the terms of the Framework Agreement.

5 Terms and Conditions

5.1 General

- 5.1.1 The use of headings in this Agreement shall be for convenience only and shall not affect the interpretation of any part of this Agreement.
- 5.1.2 Reference to any statute or statutory provision are to that statute or statutory provision as from time to time amended extended or re-enacted whether before or after the date of this Agreement and any subordinate legislation made under it whether before or after the date of this Agreement except to the extent that any such amendment, extension or re-enactment made after the date of this Agreement would increase or alter the liability of any party to this Agreement; and
- 5.1.3 a noun in the singular includes the plural and vice versa.
- 5.1.4 Words or phrases, the definition of which are contained or referred to in the Companies Acts 1985 & 1989 or the Insolvency Act 1986 shall be construed as having the meanings thereby attributed to them (unless the context otherwise requires).
- 5.1.5 Words importing the singular shall include the plural and vice versa and words importing the masculine shall include the feminine and the neuter and vice versa.
- 5.1.6 The expression "person" and words importing "persons" shall include individuals, bodies' corporate or unincorporated, authorities and/or other legal entities.
- 5.1.7 Any phrase in this Agreement introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 5.1.8 Unless expressly stated to the contrary, the rights and remedies set out in this Agreement shall be cumulative and without prejudice to one another.

- 5.1.9 Any reference in this Agreement or any Contract to any act or statutory provision or subordinate legislation shall be construed as a reference to it as from time to time replaced, amended, consolidated or re-enacted (with or without modification) and includes all orders and instruments there under.

6 Commercial framework

6.1 Commencement and Service Term

The Service Term and commencement date for each of the Services offered within this Framework shall be as described within the Order Form or Customer Quotation

The Service Term will automatically be renewed unless written notification is received by Supplier thirty (30) days prior to the end of the Service Term and will renew for a further 12 months

Services purchased on a draw down basis under the terms of this contract shall expire on completion of the Term of Services, or 12 months after date of Purchase (as listed on the Customer Purchase Order) whichever is the latter

Renewed or additional Services will commence on the date of purchase or renewal

6.2 Delivery Location

Unless agreed otherwise all Services will be delivered remotely

6.3 Pricing

The pricing for the Services delivered under this Service Schedule are as defined in the Order Form or Customer Quotation

7 Appendix A: XMS Service Levels

Services provided under this Service Schedule operate under the following Service Level frameworks which define service levels and performance measures for one or more Services.

Unless otherwise defined, Hours are based on UK time zone.

7.1 Service Level Framework A

Covers provision of the following services applicable to the customer environment

- Service Desk
- Service Management
- Escalated Support

Standard hours	As defined in the Order Form or Customer Quotation	
Extended hours	Not Applicable	
Service levels	P1: Critical service impact	Target Response: 15 mins Target Resolution: 4 hours
	P2: High priority service impact	Target Response: 30 mins Target Resolution: 24 hours (1d)
	P3: Medium priority service impact	Target Response: 24 hours Target Resolution: 72 Hours (3d)
	P4: Low priority service impact	Target Response: 24 hours Target Resolution: 120 hours (5d)
In scope platforms	As defined in the Order Form or Customer Quotation	
Best endeavours platforms	Not applicable	
Notes	(i)	Supplier's ability to meet defined service levels may be limited if manufacturer or industry recommended maintenance activities have not been performed.
	(ii)	In line with common practice, initial troubleshooting may require application of patches and upgrades prior to extended analysis.

7.2 Service Level Framework B

Covers provision of the following services applicable to the customer environment

- Operations Management
- Managed Availability
- Managed Quality
- Dynamic Management

Standard hours	As defined in the Order Form or Customer Quotation	
Extended hours	Not Applicable	
In scope platforms	As defined in the Order Form or Customer Quotation	
Best endeavours platforms	Not applicable	
Notes	(iii)	Supplier's ability to meet defined service levels may be limited if manufacturer or industry recommended maintenance activities have not been performed.
	(iv)	In line with common practice, initial troubleshooting may require application of patches and upgrades prior to extended analysis.

7.3 Service Level Framework C

Covers provision of the following services applicable to the platforms as defined:

- Strategic Governance
- Strategic Management

Standard hours	0900-1700 Monday – Friday	Excluding Bank Holidays
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7.4 Service Level Framework D

Covers provision of the following Scheduled Flex services applicable to the platforms as defined:

- Patch Management

Standard hours	As defined in the Order Form or Customer Quotation	
Extended hours	n/a	
Service interval	• Roll up patching event to be scheduled and actioned every 6 months • Critical patches to be assessed and prioritised for deployment in conjunction with customer and agreed risk appetite. Prioritised critical patches may be scheduled outside defined service interval	
Cost basis	• Service is based on organised patching event(s) carried out at each service interval. • Patching event may be carried out over an extended change window as advised under Strategic Management, and/or Customer Change process, and agreed between the Parties • Customised scope, complex environmental changes or additional patching events may result in additional cost	
Maintenance definition	Includes: • Application of Critical and High Priority Patches • Minor Version Upgrades Exclusions: • Major version upgrades • Customer-maintained components	
In scope platforms	As defined in the Order Form or Customer Quotation	
Best endeavours platforms	Not applicable	
Notes	(i) Major version upgrades or complex multi-product changes will require additional planning and Customer coordination and will not be covered by Patch Maintenance. These should be estimated and delivered as Project and Professional Services under Additional Flex Services (ii) Additional Patch Management activity may be requested outside defined service interval at additional cost	

7.5 Service Level Framework E

Covers provision of the following Scheduled Flex services applicable to the platforms as defined:

- Drawdown Capacity
- Professional Services
- Project Services

All hours GMT

Standard hours	0900-1700 Monday – Friday	Excluding Bank Holidays
Extended hours	0600-0900 Monday – Friday 1700-2200 Monday – Friday	Rate Card x 1.25
	2200-0000 Monday – Friday 0900-2200 Saturday	Rate Card x 1.25
	0000-0600 Monday – Friday 0000-0900 Saturday 2200-0000 Saturday 0000-2400 Sunday 0000-2400 UK Bank Holidays	Rate Card x 2

8 Appendix B: Escalation Process

The Xtravirt escalation procedure for Incidents follows the following path which is coordinated by the Service Desk under their incident management responsibility. (SLT: Service Level Target)

- Immediate Service Desk
- at 100% of resolution SLT Service Manager
- at 150% of Resolution SLT Operations Manager
- at 200% of Resolution SLT Strategic Services Director / COO

The Xtravirt escalation procedure for Major and Information Security Incidents follows the following path.

- Immediate Service Desk
- Immediate Service Manager
- Immediate Operations Manager
- Within 30 minutes Strategic Services Director
- Within 1 hour COO

The Xtravirt escalation procedure for Service and Customer Satisfaction issues follows the following path.

- Service Manager
- Customer Account Director
- Operations Manager
- Sales Director, Strategic Services Director
- CEO