Nutanix Support Service - Service Description

SD038

Document Control

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1.   Service overview

All bold and capitalised terms throughout this Service Description are described in the Glossary and definition of terms

1.1.   Service summary

The Softcat Nutanix Support Service is delivered via a partner support programme from Nutanix, providing hyperconverged infrastructure (HCI) technology.

This technology has a 100% software-defined stack running on vendor approved hardware integrating compute, virtualisation, storage, networking and security in order to power any application, at any scale.

Our Service provides Customers with access to Softcat's certified Nutanix engineers, who have the skills to resolve Nutanix related issues through hardware repair and replacement, technical assistance for support queries, and software support recommendations and updates.

The service comprises:

- 24x7x365 access to log support Tickets ("**Service Desk**")
- Triage and resolution or workaround of hardware Incidents ("**Hardware Breakfix Support**")
- Non-returnable hard disk option **("Disk Retention") (Optional Add On)**
- Software advisory support, updates and recommendations ("**Software Support**")
- A point of contact and escalation **("Service Management")**
- Providing a named Service Manager, service reviews and service reporting **("Service Manager") (Optional Add-On)**

Optional Add-Ons are chargeable extras and, where required, will be quoted and confirmed on the Customer Schedule.

Together, the above comprise the Nutanix Support Service, referred to as the "Service" within this document.

In addition to any terms set out in this Service Description or the Customer Schedule, the following applies to the delivery of the Service set out in this Service Description:

- **Softcat's Terms and Conditions: T&C's**
- **The Data Processing Agreement: DPA**

1.2. Service feature table

	Nutanix Support Service
Service Desk	
Log support tickets 24x7x365	✓
Online support portal to track and log calls	✓
A minimum of 2 authorised contacts	✓
P1 Incident Response SLA	15 minutes
Hardware Breakfix Support	
Hardware breakfix	✓
Engineer to site	✓
Disk Retention (Optional Add-On)	
Non-returnable hard disk option	✓
Software Support	
Access to Vendor portal	✓
Access to Vendor hotfixes and service patches	✓
Access to Vendor software downloads and firmware	✓
Managed escalation to Vendor Support Centre	✓
Service Management	
Contact and escalation	✓
Service Manager (Optional Add-On)	
Named Service Manager	✓
Service reports and reviews	✓

Requests are acted upon within chosen coverage hours, as confirmed in the Customer Schedule

Software Support is available where the Customer has purchased a support contract from Softcat through a Vendor Partner Programme, unless Vendor restrictions apply

1.3 Roles and Responsibilities

A RACI summary of the key roles and responsibilities for this service is available:
https://www.softcat.com/documents/Nutanix-Support-Service-RACI-Matrix.pdf

2. Service Detail

2.1. Service Desk

This service provides assistance, resolution or workarounds to Customers who manage their estate with in-house support staff and expertise.

Authorised Customer Contacts have access to Softcat's Service Desk around the clock and on any day of the year ("24x7x365").

Customer Contacts should raise Tickets for Incidents and Service Requests via phone, email or the SupportCat portal.

The priority level of the Ticket will be agreed with the Customer at the point of logging the Incident or Service Request. Where Service Levels apply to the management of a Ticket, these will be confirmed on the Customer Schedule. For any Incidents which the Customer believes would be categorised as a P1 Incident and other urgent Incidents, the Customer Contact must report to Softcat by telephone.

2.2. Hardware Breakfix Support

Where a hardware issue is identified following Incident triage, a replacement* Component or Supported Product (whichever is applicable) will be dispatched alongside an onsite engineer to support the resolution of the Incident. The engineer will replace the faulty part and bring the Supported Product back to normal operation.

Softcat typically provides two types of optional hardware Incident Service Levels:

    a. 8x5 NBD (Next Business Day) Engineer Response
    b. 24x7x4hr Engineer Response

The Customer's hardware Incident Service Level type and Engineer Response/Engineer Fix time will be confirmed on the Customer Schedule.

It is assumed, unless agreed with the Customer and stated in the Customer Schedule, that the Customer's Supported Products are situated at floor level. Where Supported Products are above floor level (and where this is up to three metres above floor level) it may be necessary for Softcat to add an additional cost in order to provide the Service. Any additional costs will be quoted to the Customer and confirmed on the Customer Schedule.

Where a Customer believes that a replacement Component or Supported Product is needed, a replacement may be requested at any time by way of raising an RMA before the fault diagnostics have been completed. In the event that Softcat agrees to replace the Component or Supported Product at the Customer's request (and the Incident triage process has not been completed) that Customer agrees to pay a "false call out" charge if the root cause of the fault was not related directly to the Supported Product; for example if the fault was caused by a software issue in a different part of the Customer's Operating Environment and therefore the fault does not qualify as a Supported Problem).

Please note NRDK (Nutanix Non-Returnable Hard Disk Drive) option is an Optional Add-On and must be purchased per node

*Replacement parts can either be new or refurbished at the vendor's discretion

2.3.   Disk Retention (Optional Add-On)

Should a Customer not wish to relinquish a defective disk drive due to concerns about sensitive data contained on the disk, then the non-returnable hard disk drive option is available for purchase, at an additional charge on a per node basis.

2.4.   Software support

Softcat's engineers will work with the Customer Contact to establish a fix or workaround for software Incidents.

Where Vendor software support and software updates are included in the service as part of a Vendor Partner Programme, this will be stated on the Customer Schedule. Where applicable and required, Softcat will escalate software Incidents to the Vendor Support Centre and manage the Ticket with the Vendor.

To avoid potential additional charges the Customers must keep their relevant Vendor Partner Programme software support contracts continuous with their underpinning Vendor agreements prior to taking the Service with Softcat. If any support agreement has not been continuous, the Customer must disclose this to Softcat, including any relevant monies that are unpaid. Any additional charges (relating to outstanding Vendor Partner Programme costs) will be confirmed on the Customer Schedule. In circumstances where the Customer does not or cannot confirm any outstanding monies, Softcat may apply such additional charges retrospectively after the Contract Start Date.

2.5.   Service Management

The Service Management Team is a point of contact and escalation for any services detailed within the Customer Schedule. The Service Management Team is available during standard Working Hours.

A named Service Manager, Service Report and Service reviews are available. Where requested, this will be quoted separately and detailed in the Customer Schedule.

2.6.   Service Manager (Optional Add-On)

Customers will be assigned a named Service Manager who will produce a monthly service report and deliver service reviews. The Service Manager will also act as a point of contact and escalation for any services detailed within the Customer Schedule during standard Working Hours.

Customers will receive a service report via email to an agreed distribution list. The report will detail performance against pre-defined KPIs and/or SLAs.

Where requested the report can be customized, this is subject to additional charge which will be quoted separately and detailed in the Customer Schedule.

The Service Manager will undertake a service review with the Customer at an agreed frequency (monthly/quarterly). The service review will be used to discuss the service report in more detail, as

well as any previously highlighted actions. Meeting minutes will be captured and distributed to an agreed distribution list.

3. Service Levels

3.1. Service Levels for Service Desk

Softcat offers a Response Service Level, which is Softcat's commitment to raise a Ticket against the Customer's Incident or Service Request within a given time from when the report or request is made to the Service Desk. In the table below, the Service Level column is the percentage of reports or requests responded to within the Response Service Level metric, for example: 95% of Tickets logged as a P1 Incident are responded to within fifteen (15) minutes.

The Response Service Level for Incidents and Service Requests is shown in the table below:

Service Level	Description	Response Metric	Service Level
Priority 1 (P1)	Business impacted or imminent impact expected within 4 hours; full Customer Site outage; a business-critical system or Supported Product is not working; Customer cannot perform business critical functions; loss of revenue; risk of severe reputational damage; all End-Users unable to perform business critical roles.	<15 Minutes	95%
Priority 2 (P2)	Partial Customer Site outage; loss of redundancy; a non-business-critical system or Supported Product is down; Customer experiencing a high degradation in service; risk to revenue generation; multiple End-Users unable to perform business critical roles.	<30 Minutes	95%
Priority 3 (P3)	Single End-User issue that prevents them from performing business-critical elements of their role; Single End-User or multiple End-Users affected by an identical issue that does not prevent them from performing their roles; reduction in redundancy for both business-critical and non-business critical systems.	<4 Hours	95%
Service Request	Service Request – Working Hours	<4 Hours	95%

3.2 Service Levels for Hardware Breakfix Support

A variety of Service Levels for remediation of Incidents and an engineer being on site to address an Incident ("Engineer Response SLAs") are available for the Supported Products. Hardware Incidents will be resolved within the agreed Service Level after the completion of the triage process. Service Level options will be discussed with each Customer and agreed Service Levels will be confirmed on the Customer Schedule.

    a. Advisory of configuration changes and upgrades to the Supported Products
    b. Call home of the Supported Products via pulse instance

Any applicable Service Level commences at the earlier of a) the diagnostics having been completed, and b) an RMA (Return Material Authorisation) being identified, providing all required information is captured/communicated to Softcat to remedy the Supported Problem.

Where a Supported Product is replaced pursuant to the Support Service following an RMA, the device with which it is replaced shall automatically take the place of the faulty device as a Supported Product.

If a replacement part is requested before 3pm (local time), delivery will be the next working day. If after 3pm, delivery will be 2 working days. Any replacement parts requested on a weekend and/or public holiday will be shipped on the next Working Day for delivery the day after.

4.   Customer responsibilities

4.1   Service Desk

a.   The Customer should ensure that Customer Contacts are skilled in or knowledgeable of the Customer's Operating Environment, have sufficient access rights and be of a sufficient proficiency to apply the recommendations that are provided as part of this service

b.   Prior to Service commencement the customer should provide:

   i.   A minimum of two (2) Customer Contacts for the purpose of support and continuity

   ii.   Any relevant Key Information e.g. models, serials, locations, subscription

c.   When raising an Incident or Service Request the Customer Contact should provide, when requested by Softcat:

   i.   Valid serial numbers for the affected Supported Product(s), where applicable

   ii.   Reasonable visibility of system logs, configuration files and error messages

   iii.   Details of software versions and configuration

   iv.   A description of the symptoms and other devices or services impacted

   v.   Confirmation when the issue first occurred and if it has occurred before (where possible provide previous Ticket references)

   vi.   Details of any recent changes or projects implemented prior to the issue being raised

   vii.   Details of all attempted fixes, configuration amendments and updates performed already to attempt to resolve prior to raising the Incident or Service Request

   viii.   To what extent the issue is affecting operation of the Customer's business

   ix.   The number of End Users impacted and their location

   x.   Contact details of the Customer Contact

d.   Implementation of best practice recommendations advised by Softcat

e.   Direct support for End Users. Customers should ensure the Customer's staff are trained to refer all Incidents to the Customer Contact in the first instance, and not permit persons other than a Customer Contact to approach Softcat to register an Incident or Service Request

f.   Provide Thirty (30) days' notice to Softcat of any requested addition(s) to the Supported Product list

g.   Follow the information in the "Softcat Services Welcome Pack"

h.   Use the service only for the business purposes of the Customer and keep all access credentials and certificates, which Softcat may provide to allow access to the service, safe and secure, and not share them with any third party without Softcat's prior written consent

i.   Not use or attempt to use or misuse the Services in any way that is criminal or otherwise unlawful in any relevant jurisdiction

j.   Configuration changes and upgrades to the Supported Products

k.   Monitoring and/or management of the Supported Products

l.   Patching of the Supported Products

m. Customer must enable Prism to facilitate Auto Support logs when requested, failure to do so will negate SLA and take longer for resolution;

4.2 Hardware Breakfix Support

a. Unless stated otherwise in this Service Description, provide, at the Customer's own expense, all necessary electrical and other facilities required for the integration and operation of the Supported Products in the Customer's Operating Environment

b. Unless otherwise stated as supported under this Service Description or as Supported Products in the Customer Schedule: the management or maintenance of, or software associated to:

    i. devices used by End Users

    ii. datacentre infrastructure including compute, storage, networking, and other hardware in the Customer's Operating Environment

    iii. user authentication services

    iv. connectivity, including the method, hardware, or protocol of communicating with the Customer's Operating Environment

c. Avoid Components which are:

    i. unauthorised by the Vendor or manufacturer (or where consent of Softcat to its use has not been received)

    ii. not purchased via a route approved by the Vendor or manufacturer of that

    iii. "grey" products, being devices/Components purchased through unauthorised channels e.g. from overseas

    iv. devices/Components excluded from support by the Vendor or manufacturer (e.g. where a product is End of Life)

d. Ensure that all Supported Products are insured for full replacement value against loss or damage and against all prudent and normal insurance risks.

e. Keep each Supported Product at the Customer Site notified to Softcat and not move it without informing and receiving approval from Softcat

f. Ensure that all Supported Products have the correct SLA aligned on initiation of the contract

g. Structured and network cabling in the Customer Operating Environment and/or its connections to the Supported Product(s)

h. Assistance where possible in troubleshooting any failed hardware prior to initiating the hardware breakfix procedure

i. The name of a point of contact prior to delivery of replacement Components or Supported Product(s)

j. Take all reasonable precautions to ensure the health and safety of Softcat employees and Softcat agents who are attending the Customer Site

k. Provide any necessary security authorisation and access to the Supported Products so that the Service can be provided

l. Following an RMA, the Customer shall retain all packaging for the replacement Supported Product and shall use the same, or provide packaging of similar performance, for the return of faulty device. The Customer shall take all due care to pack the faulty device in the pre-paid packaging in such a way as to protect it from damage during transit. Following completion of an RMA, Softcat shall have the right to charge the Customer for the replacement Supported Product if the replaced Supported Product in question has not

been returned as directed by Softcat within five Working Days of delivery of the replacement Supported Product.

m. Providing reasonable access to site and/or network and personnel as reasonably requests to assist in performing the Support;

n. Installation of updates as reasonably directed by Softcat;

o. Expeditiously providing notice of any error;

p. Onsite Engineer(s) will replace the parts; however, the engineer will not remediate any software issues. The defective part will be packaged up but not removed from site (not applicable where Nutanix Non-Returnable Disk Drive (NRDK) has been purchased).

4.3   Disk Retention (Optional Add On)

a. It is the Customers responsibility to dispose of the faulty disks as per their own governance procedures

4.4   Software Support

a. Unless otherwise stated as supported under this Service Description or as Supported Products in the Customer Schedule: the management or maintenance of, or software associated to:

   i. devices used by End Users

   ii. datacentre infrastructure including compute, storage, networking, and other hardware in the Customer's Operating Environment

   iii. user authentication services

   iv. connectivity, including the method, hardware, or protocol of communicating with the Customer's Operating Environment

b. Avoid software which is/are:

   i. unauthorised by the Vendor or manufacturer (or where consent of Softcat to their use has not been received)

   ii. not purchased via a route approved by the manufacturer

   iii. software (including, but not limited to, "grey" products, being software purchased through unauthorised channels e.g. from overseas)

   iv. software excluded from support by the Vendor or manufacturer (e.g. where a product is End of Life)

c. Where the Support Service includes Software, the Customer acknowledges that the Service can only be provided if they have entered into an End User License Agreement ("**EULA**")

d. The Customer will provide to Softcat where applicable any access and capabilities deemed necessary such as TFTP (Telnet File Transfer Protocol) for the purpose of downloading software images;

e. Allow any port configuration to be enabled, allowing Softcat to access

f. the collection of required logs;

g. Back-up software images and configurations on the agreed regular periodic (e.g. monthly) basis (or, where no regular period is agreed, on a monthly basis);

h. It is the Customers responsibility to ensure that upgrades are compatible with the hardware purchased.

i. To test and apply any required upgrade and/or patches to firmware and ensure these are either at current stable release or no later than one release back where possible;

j.   Keep up to date any software support contract/licence required to enable the service;

4.1.   4.7   Service Manager (Optional Add-On)

a.   Provide email distribution list for the Service Management report

5. Notable exclusions

5.1. Service Desk

Service Requests for project and design work, including Professional Services.

5.2. Hardware Breakfix Support

a. Equipment or technology, listed as Supported Products, which Softcat reasonably believes is counterfeit or procured from a region not authorised by the Vendor (also known as "grey market"), stolen or second-hand

b. Equipment or technology, listed as Supported Products, which Softcat reasonably believes is not in good working order at the Contract Start Date

c. Equipment or technology, listed as Supported Products, where third-party parts have been installed such as memory, which were not manufactured by or certified by the Vendor of the Supported Product

d. Consumable items, where these have been identified as consumable items by the Vendor

e. Repair or replacement of Supported Products which, in Softcat's opinion (acting reasonably) are beyond economical repair

f. Softcat will have no Hardware Support obligations for any conditions attributable to:
    i. negligence or misuse or abuse of the Hardware;
    ii. use of the Hardware other than in accordance with specifications as found in the documentation accompanying the Hardware;
    iii. the Hardware being subjected to abnormal physical or electrical stress, abnormal environmental conditions, misuse, negligence, accident or any failure by the customer or a third party to comply with environmental and storage requirements for the Hardware as specified by in the documentation accompanying such Hardware, including, without limitation, temperature and/or humidity ranges;

g. All technologies, other than Nutanix, are excluded from support under this service.

h. Any locations outside of the mainland UK maybe subject to extended SLA's and will be confirmed on the Customer Schedule

5.3. Software support

a. Equipment or technology, listed as Supported Products, which Softcat reasonably believes is counterfeit or procured from a region not authorised by the Vendor (also known as "grey market"), stolen or second-hand.

b. Software not licenced for the machine the software is running on

c. Softcat Service Levels will not apply to the resolution and any software Incidents and support is provided on a reasonable endeavour's basis. Only Response Service Levels apply to software Incidents

d. Support where recommendations based on Vendor guidelines have not been implemented by the Customer, unless agreed otherwise by the relevant Vendor in writing

e. Software, operating system and firmware support for Supported Products that are EOL (End of Life)

f. Software support for Supported Products that are excluded from support by the Vendor

g. The effects of a Vendor-recommended patch on the Supported Product

h. Onsite engineer attendance to resolve Incidents (unless stated as included elsewhere in this Service Description)

i.   Where, following Vendor-recommended best practice, Softcat advises that use of the latest release of software will correct a reported software problem and the Customer chooses not to do this, support could be limited

j.   Softcat have no obligation to develop upgrades.

k.   Softcat will have no support obligations for any conditions attributable to:

      i.   negligence or misuse or abuse of the software or of the hardware on which the software is installed;

      ii.   modifications, alterations or repairs to the software made by a party other than the support provider or a party authorised by the support provider;

      iii.   installation, operation or maintenance of the software not in accordance with instructions supplied by the support provider, including but not limited to, installation, operation or maintenance of the software on devices (including their specific configurations and/or specific hardware components) that are not included on the support providers hardware compatibility list; or

      iv.   requests to provide support for software that is no longer supported as outlined in the support providers end of life policies

6.   Service acceptance and onboarding

Following receipt of a Customer purchase order, Softcat will confirm the Contract by sending a Customer Schedule and the partner access authorisation form, which is usually undertaken online via DocuSign.

Following the acceptance of the Contract, the Onboarding Period will begin. This is the period in which any pre-requisite dependencies for the service are completed, for example the collation of the Key Information. If there is a requirement for any additional assessment of the Customer's Operating Environment following Softcat's receipt of the Key Information, this will be undertaken during the Onboarding Period.

The Activation Date for the Service will be the day on which the Onboarding Period ends and is signed off as complete by the Customer, or 5 days after the Onboarding Period has completed (whichever is the sooner).   Where any Key Information requested by Softcat is outstanding at the Activation Date, Softcat's obligation to deliver the Service shall be subject to reasonable endeavours.

Shortly after the Customer Schedule is sent, the Customer will receive a ""Softcat Services Welcome Pack"" document, which includes key contact details for Softcat, an overview of the escalation process, and other useful information.

7. Service billing and contract term

The billing frequency, Contract Start Date and the Initial Term will be agreed with the Customer and confirmed in the Customer Schedule.

Where a Supported Product is added during an existing Term of the Service, where possible the support for that Supported Product will co-terminate with the existing contract Term. Where this is not possible, Softcat will seek to agree a Term with the Customer for the additional Supported Product(s).

Before the end of any existing Contracts, Softcat will contact the Customer at least 60 days prior to expiry with a quote for renewal. Customers can renew the service at any time prior to the renewal date by obtaining a quote from their Softcat Account Manager.

If the Customer does not wish to renew, they may request that the service lapses at the end of the Term. Notice of the Customer's intention to allow the service to lapse must be provided to Softcat at least 30 days before the end of the then-current Term; if it not received by Softcat before this time, the service will automatically renew for a Renewal Term.

8. Terms and Conditions

8.1. Overview of Terms and Conditions

The delivery of the Service to the Customer shall be governed by this Service Description, the Customer Schedule and Softcat's Terms and Conditions and the other agreements listed below.

Softcat Terms and Conditions: https://www.softcat.com/terms-and-conditions/

Capitalised terms in this document shall have the meaning set out here: https://www.softcat.com/documents/glossary-and-definition-of-terms.pdf.

In the event of any discrepancy or conflict between the Softcat Terms and Conditions, Service Description and the Customer Schedule, the Customer Schedule shall take precedence to the extent of any discrepancy or conflict.

For the purposes of the relevant Customer Schedule and this Service Description, the term "Service" shall be interpreted as an "Annuity Service".

8.2. Data Processing Agreement and acceptance of the Contract

By signing the Customer Schedule, in addition to agreeing to the Service Description, the Customer agrees to the Data Processing Agreement (DPA), available here: https://www.softcat.com/documents/Softcat-Services-DPA2019.pdf

The DPA shall be a separate agreement to the Contract (and no liability shall arise (i) under this Contract in respect of the Processing, or (ii) under the Processing Agreement in respect of the remaining aspects of providing or using the Annuity Services).

If, in the absence of a signed Customer Schedule but following receipt of this Service Description, the Customer provides a PO for the Services and/or instructs Softcat to provide the Services, the Customer shall be deemed to have accepted the terms and conditions of the Contract, including the Service Description and the DPA.

8.2.1. Warranties

a) The Customer warrants that the Supported Products are in good working order at the Contract Start Date, the Key Information Date and the Activation Date (except to the extent a fault has been reported at that time, and Softcat (or their predecessor as provider of services equivalent to the Support Service) has elected in its discretion to address that fault as though the Support Service was in full effect at that time). If Softcat reasonably believes that any Supported Products were not in good working order prior to that date:

i. the Support Service may be withheld in respect of those (and potentially other) Supported Products, and/or

ii. Softcat may elect to extend the Onboarding Period for that/those Supported Products.

iii. Limited Warranty: The support provider warrants that the Support will be performed with reasonable care and skill and in a professional and workmanlike manner. Should You believe that the partner has breached the limited warranty, the customer must provide Softcat with a reasonably detailed written notice within thirty (30) days of occurrence of the nonconformance. Following such written notice of nonconformance, Softcat and the Partner

will re-perform the Support to achieve commercially reasonable conformance with the above limited warranty. Re-performance of the Support shall be the customers sole remedy, and partners sole liability, for any non-compliance with the limited warranty set forth above.