

## XR8 Technology Services – Managed Services Agreement (Terms and Conditions)

Governing Law: England and Wales

### 1. Introduction

By signing the Order Form and/or Service Schedule, the Client agrees to these Terms and Conditions, which together form the Managed Services Agreement (the “Agreement”).

### 2. Definitions

**Agreement:** This Managed Services Agreement including the Order Form(s) and any Service Schedules or Statements of Work.

**Client:** The party receiving the Services from XR8 Technology Services (“XR8”).

**Services:** The IT managed services and support described in the Agreement.

**Business Hours:** 08:00–18:00 Monday to Friday (excluding UK Public and Bank Holidays).

**Force Majeure:** Events beyond a Party’s reasonable control including natural disaster, strike, epidemic, government action, utility or telecoms failure, third-party cloud/software failures and cyberattacks.

**Incident Response Plan (IRP):** XR8’s structured approach to triage, mitigate and recover from security incidents.

**End-of-Life (EOL):** Hardware or software no longer supported by the relevant vendor.

**Order Form:** The document setting out Services, term, fees, and any Service Schedules.

### 3. Scope of Services

XR8 will provide the Services during the term set out in the Order Form. Standard service hours are the Business Hours. Out-of-hours support is available by agreement and additional fees.

All incidents will be triaged by the service desk. On-site attendance is provided where remote resolution is not possible.

**Project Work (out of scope):** Any system changes, migrations, redesigns, upgrades, development, or substantial configuration not expressly included is project work and is chargeable under a separate Statement of Work.

**Project Workday Rate (unless otherwise agreed in writing):** £850 per day plus VAT (weekday);

Out of hours, weekend/bank holiday/public holiday rates will apply should this be required.

XR8 may recover reasonable expenses for approved onsite work (e.g., travel and accommodation).

This document and associated proposals are private and confidential between the Parties.

### 4. Service Levels (SLAs)

Response targets apply only during Business Hours unless otherwise agreed in writing. An automated email is sent when a ticket is created, and the “Initial response time” is measured from the time of ticket creation.

| Priority                  | Description                                                                                                                                                                                                                                                              | Initial response time (target)                                                                                                 |
|---------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|
| P1 – Critical Incident    | Complete loss off a core business service, or security incident, affecting the whole organisation or a critical function with no workaround available. Example: full site outage, core line of business application down, widespread ransomware or suspected compromise. | 15 minutes during business hours from ticket creation, with immediate engagement and ongoing updates until a plan is in place. |
| P2 – High Impact Incident | Major degradation of a key service or outage affecting multiple users or a single critical user, where a workaround may exist but is not sustainable. Business is operating but significantly impaired.                                                                  | 1 hour during business hours from ticket creation.                                                                             |





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|----------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|
| P3 – Standard Incident / Service Issue | Issue affecting a single user or a non-critical service where there is a reasonable workaround or limited impact on business operations. Examples: individual device issues, application errors for single user.                                               | 4 business hours from ticket creation.                                                                           |
| P4 – Low Impact / Request for Help     | Minor issue, cosmetic fault, or “how to” style request with minimal impact on productivity. Examples: user guidance, low priority software tweaks, non-urgent peripheral issues.                                                                               | 8 business hours from ticket creation, typically same or next business day.                                      |
| P5 – Change Request                    | Planned change to infrastructure, configuration, or services. Examples: onboarding multiple users, planned system changes, configuration adjustments, new integration requests. Assessed and scheduled through the change process, not treated as an incident. | 1 business day from ticket creation to acknowledge, validate scope, and confirm next steps or scheduling window. |

The Client will promptly notify XR8 of issues and provide necessary information and access to enable resolution.

## 5. Client Responsibilities

Maintain baseline security controls across in-scope systems: MFA, patch management for OS and apps, approved endpoint protection, and verified backups.

Ensure employees do not make unauthorised changes to managed systems.

Provide XR8 with timely access, information, and safe working conditions for engineers.

Ensure onboarding of new users/devices is coordinated via XR8 so coverage is applied correctly.

## 6. Fees and Payment Terms

Fees are as set out in the Order Form and applicable Service Schedules. Invoices are payable within 30 days of the invoice date ("30-day terms").

Headcount/Scope Adjustments: Where the number of covered users/devices or the agreed scope increases or reduces, the monthly fees will increase or decrease on a pro-rata basis from the effective date of change, reflected on the next invoice.

Price Adjustments at Renewal: At the end of each twelve-month contract term, XR8 **may** increase recurring fees by the higher of (a) 10% or (b) the most recently published UK CPI (12-month) rate. XR8 will provide at least 30 days' written notice prior to the renewal date. Clients may alternatively enter a fixed-price three-year term during which recurring fees remain unchanged.

Late Payment & Interest: XR8 may charge interest on overdue amounts at 2% above the Bank of England base rate per month, accruing daily until paid.

Suspension for Non-Payment: If payment is not received in accordance with the thirty-day terms, XR8 may (after at least 7 days' written notice) suspend part or all Services until payment is received in full. Suspension does not waive accrued fees and XR8 may charge reasonable reinstatement fees.

## 7. Optional Services

Optional services (e.g., cybersecurity assessments, disaster-recovery testing, roadmap work, BYOD support) may be requested and will be documented and charged separately.

XR8 Technology Services Ltd 3<sup>rd</sup> Floor 86-90 Paul Street, London, EC2A 4NE, Company number 15649295 registered in England & Wales. VAT registration no. GB476487732



## **8. Confidentiality and Data Protection**

Each Party will keep the other's confidential information confidential and use it only to perform this Agreement. Obligations survive for five (5) years after termination.

XR8 will process personal data as a processor in accordance with applicable data-protection laws, including the UK GDPR and Data Protection Act 2018, and as described in any applicable Data Processing Addendum (DPA).

XR8 ICO registration: ZB939389.

Each Party will notify the other without undue delay of any personal-data breach relevant to the Services.

Third-Party Sharing: To deliver the Services, XR8 may share necessary Client data with trusted suppliers and sub-processors subject to appropriate safeguards.

## **9. Term and Cancellation**

Unless otherwise stated in the Order Form, the initial term is 12 months from the Service Start Date. Thereafter the Agreement renews automatically for successive twelve-month periods unless either Party gives not less than two (2) months' written notice to cancel or not renew prior to the end of the then-current term.

Either Party may terminate immediately on written notice if the other commits a material breach which is not remedied within 30 days of written notice describing the breach.

## **10. Cloud Services and Third-Party Vendors**

XR8 will assist with the Client's in-scope cloud services. XR8 is not liable for outages or failures caused by third-party providers.

Out-of-scope assistance may be provided at quoted rates or as otherwise agreed in writing.

## **11. Dispute Resolution**

The Parties will seek to resolve disputes amicably through good-faith discussions between senior representatives. If not resolved within 30 days, the Parties may consider mediation before litigation.

## **12. Change Management Process**

Material service changes must be requested in writing. XR8 will assess impact, costs, and timelines. Changes will not be implemented without written agreement.

## **13. Disaster Recovery and Business Continuity**

Where agreed in scope, XR8 will assist the Client with disaster-recovery planning and testing. The Client remains responsible for business-continuity planning proportionate to its risk profile.

## **14. Service Transition Upon Termination**

XR8 will use reasonable endeavours to cooperate with the Client and any successor provider for an orderly handover where simple and straightforward.

Where the successor provider lacks the technical expertise to accept handover and XR8 is required to provide additional assistance, XR8 may charge a handover fee of £32 in the first instance and £32 per six minutes thereafter. XR8 will provide a schedule of work conducted for Client review.

## **15. Software Patch Management**

XR8 will monitor and apply security patches to in-scope systems where a patch-management service is included. The Client must permit necessary access and maintenance windows.



## **16. Cybersecurity and BYOD**

XR8 will provide reasonable recommendations in line with recognised practices (including NCSC and Cyber Essentials). The Client acknowledges there is no such thing as perfect security and XR8 cannot be held liable for cyberattacks despite reasonable controls.

## **17. Intellectual Property and Documentation Ownership**

All intellectual property in materials, tools and documentation created by XR8 remains with XR8. The Client is granted a non-exclusive, non-transferable licence for internal business use. The Client will not disclose XR8 materials to third parties without prior written consent.

## **18. Future-Technology Adaptation**

XR8 may modify the Services to reflect technological changes. XR8 will provide reasonable prior notice of material changes impacting the Client's environment.

## **19. Data Residency and Cross-Border Transfers**

XR8 will use reasonable endeavours to comply with applicable data-residency and sovereignty laws. Cross-border transfers may occur subject to appropriate safeguards under data-protection law.

## **20. Responsibilities and Limitations – Backup, Security and Unsupported Systems**

Unless XR8 is expressly contracted to provide and manage backup for specific systems/data, the Client is responsible for effective, tested backups.

XR8 is not liable for vulnerabilities or failures arising from unsupported/EOL systems or where the Client declines recommended security controls.

## **21. Business Changes and Assignment**

Either Party may assign or transfer this Agreement as part of a bona fide merger, acquisition, or sale of all assets, provided the assignee assumes the obligations. The transferring Party will notify the other in writing as soon as reasonably practicable.

## **22. Limitation of Liability**

Neither Party will be liable for indirect or consequential loss, including loss of profit, revenue, data, or business interruption.

XR8's total aggregate liability arising out of or in connection with the Agreement will not exceed the total fees paid by the Client in the 12 months preceding the event giving rise to the claim, except where liability cannot lawfully be limited.

Nothing limits liability for death or personal injury caused by negligence, fraud, or any other liability that cannot be limited under English law.

## **23. Force Majeure**

Neither Party is liable for delay or failure caused by a Force Majeure event. The affected Party will notify the other without undue delay and take reasonable steps to mitigate. If the event continues for 30 days, either Party may terminate on written notice.

## **24. Notices**

Notices must be in writing and sent by email to the authorised contacts in the Order Form, and by recorded delivery to the addresses stated (or as updated in writing). Notices are deemed received on email delivery confirmation or two Business Days after recorded posting within the UK.

## **25. Entire Agreement and Order of Precedence**

XR8 Technology Services Ltd 3<sup>rd</sup> Floor 86-90 Paul Street, London, EC2A 4NE, Company number 15649295 registered in England & Wales. VAT registration no. GB476487732



The Agreement comprises the Order Form, these Terms and Conditions, and any Service Schedules or Statements of Work. In case of conflict, the Order Form prevails over Service Schedules, which prevail over these Terms.

## **26. Subcontracting**

XR8 may use subcontractors and will remain responsible for their acts and omissions. Subcontractors will be appropriately vetted and subject to confidentiality obligations.

## **27. Non-Solicitation**

Neither Party will solicit employment of the other's personnel involved in the Services during the term and for 12 months thereafter.

If the Client hires such XR8 personnel, the Client will pay liquidated damages of the greater of £10,000 or 30% of the employee's gross annual salary at departure, representing a genuine pre-estimate of loss and not a penalty.

## **28. Variation**

No variation is valid unless in writing and signed by authorised representatives of both Parties.

## **29. Severability and Waiver**

If any provision is held invalid, the remainder remains in force. Failure to enforce any provision is not a waiver of future enforcement.

## **30. Contract Renewal**

XR8 will consult with the Client during the term regarding improvements to resilience and security. Unless either Party gives at least two (2) months' written notice prior to expiry, the Agreement renews for a further twelve-month period on then-current service fees subject to clause 6 (Price Adjustments at Renewal).

## **31. IP Licence for Marketing**

With the Client's prior written consent, XR8 may refer to the Client's name and logo in marketing materials.

## **32. Sanctions and Restricted Jurisdictions**

XR8 will not provide services where doing so would breach applicable sanctions laws. The Client warrants it is not subject to, or acting on behalf of, a sanctioned party. XR8 may suspend or terminate immediately if continued performance would breach sanctions.

## **33. Governing Law and Jurisdiction**

This Agreement and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and Wales. The courts of England and Wales shall have exclusive authority.