Service Level Agreement

The following is a plain English and friendly description of our "Service Level Agreement" (SLA) setting out the levels of service you can expect from Xiria and what will happen if we fail to meet our service levels. This SLA should be read in conjunction with Xiria's Terms & Conditions and also your Services Agreement which identifies the Services you have purchased, and the items supported. In this document, "We", "Us" or "Xiria" refers to Xiria Ltd and "You" or "Your" refers to you, our customer or a third party acting on your behalf. Xiria reserves the right to amend the SLA from time to time, the latest version will be published on the Xiria website.

Addresses and Contacts

The registered offices of Xiria and the address for all correspondence is:

44 Waterside Barnes
Lodge Farm Business Centre
Castlethorpe
Milton Keynes
MK19 7ES
United Kingdom

Company Registration Number: 8673536

Contact Details

Telephone (Main):	01252 933633
Service Desk:	01252 933633 (Option 1)
	servicedesk@xiria.co.uk
Accounts:	accounts@xiria.co.uk

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Service Level Agreement

1. Definitions and Interpretation

1.1. In this Service Level Agreement, (SLA), except where the context otherwise requires, the following words and expressions shall have the following meanings:

1.1.1. Agreement: means the agreement for the goods and services to which this SLA forms part of together with the Purchase Order and/or any Service Level Agreement relating to the Services and as further described in our Service Level Agreement document.

1.1.2. Availability: The time in any calendar month for which the service is not subject to any faults affecting the service and is therefore Available. This does not include any planned maintenance window.

1.1.3. Ticket Reference: Faults are logged on our Professional Services Automation system and are assigned a unique ticket reference.

1.1.4. Fault: A material defect, fault or impairment in a service or device, which causes an interruption in the provision of the service.

1.1.5. Incident: An unplanned interruption to an IT service or reduction in the quality of an IT service.

1.1.6. Infrastructure: Data centre power, cooling, environment, security and monitoring.

1.1.7. Normal Business Day: Every day excluding Saturdays and Sundays and national holidays in England.

1.1.8. Normal Business Hours: 09:00 to 17:30, Monday to Friday excluding national holidays in England.

1.1.9. Normal Support Hours: 09:00 to 17:30, Monday to Friday (9x5) excluding national holidays in England.

1.1.10. Request: A formal request from a user for something to be provided, for example, new starter set up, new equipment.

1.1.11. Projects: When multiple occurrences of related incidents are observed, a problem will be raised as a result. The management of a problem differs from the process of managing an incident and is typically performed by different staff and controlled by the problem management process. Root cause analysis is part of problem resolution.

1.1.12. Change Request: A change request involves a significant change to the service or infrastructure, or it might carry a high degree of risk. Approval for a change request must be obtained by the Change Advisory Board (CAB).

1.2. In this SLA (except where the context otherwise requires):

1.2.1. any reference to a Condition is to the relevant clause of this SLA;

1.2.2. headings are included for convenience only and shall not affect the construction or interpretation of the Agreement;

1.2.3. the singular includes the plural and vice versa;

1.2.4. words importing a particular gender or number do not exclude other genders or numbers; and made under it all as from time to time amended, consolidated or re-enacted;

1.2.5. references to any statute, statutory provision or statutory instrument include a reference to that statute, statutory provision or statutory instrument together with all rules and regulations.

2. Service Availability

2.1. Xiria's cloud targets 99.95% availability of your service. If the cloud service is unavailable for more than 30 consecutive minutes in any one month, one day's credit for each period of loss of service of 30 consecutive minutes shall be deducted from the next billing period fee (limited to a maximum of 5 days service credit per month).

2.1.1. Clause 2.1 refers to services directly provided by Xiria, any third-party software/services such as Microsoft 365 that Xiria manages on your behalf will be subject to the service availability of that provider.

2.2. Planned Maintenance Window

2.2.1. The maintenance window for planned outages is between 23:00 and 06:00 UK time.

2.2.2. Xiria may suspend the service to carry out periodic maintenance or upgrade work on the service, this will be carried out during the maintenance windows.

2.2.3. We will provide you with 5 Business Days' notice of planned maintenance windows by email.
2.2.4.

3. Managed IT Services, Co-location Rack Space, Connectivity and Telephony

3.1. Xiria will replace any failed component for which we are responsible at no cost to you. Hardware replacement will begin once Xiria identifies the cause of the problem.

3.2. In the event of hard disk or fatal operating system failure Xiria will perform initial install of standard OS distributions and supported pre-installed software. You will then be required to complete the configuration and installation to meet your own requirement unless you hold a fully Managed IT Services agreement with us.

3.3. The security of your server and co-located devices remain your responsibility and you should perform backups and maintenance to maintain its integrity. Xiria accepts no responsibility for damage or loss of data however caused (for instance, as a result of hardware failure or malicious "hacking"). Customers with managed Business Continuity services with Xiria will have any identified data protected, any data unknown to Xiria and therefore not protected, is at the Customer's own risk.

4. Requests and Incidents

4.1. Requests

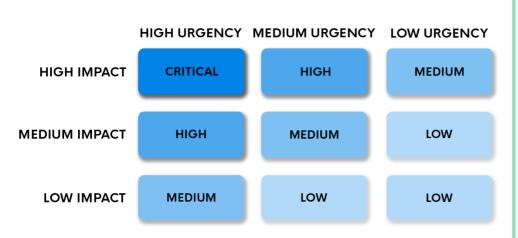4.1.1. Requests will be responded to within 4 hours and resolved within 5 business days.

4.1.2. A Service Request is a change to a service or a request for an operational task. Requests for change (RFCs) are not required to implement service requests. Service requests typically have the following characteristics:

4.1.2.1. Approval is automatically granted by the delegated authority.

4.1.2.2. The tasks are well-known, documented, and proven.

4.1.2.3. Authority is effectively given in advance for the change.

4.1.2.4. The request is included as part of the service offering.

4.1.2.5. The risk is usually low and well understood.

4.1.2.6. Examples could include new user account creation, password reset, and additional devices to be added to the network.

4.2. Incidents

4.2.1. An Incident is considered an unplanned interruption to an IT Service or reduction in the quality of an IT service.

4.2.2. Failure of a configuration item that has not yet affected service is also an incident — for example, failure of one disk from a mirror set within a server.

4.2.3. The ITIL incident management process ensures that normal service operation is restored as quickly as possible and the business impact is minimised.

4.2.4. Incidents are defined in the following four categories:

4.2.5. Critical: an incident with significant business impact requiring an immediate coordinated resolution.

4.2.6. High: an incident with moderate business impact requiring a coordinated resolution.

4.2.7. Medium: incidents which significantly impact to a user.

4.2.8. Low: incidents which impacts a user who is able to continue working.

4.2.9. Where a third party is involved in the resolution of an incident, the SLA will reflect this third parties SLA which may fall outside of Xiria's standard response or resolution time. For example, resolution to a connectivity disruption will depend on the connectivity providers SLA.

4.2.10. Xiria's incident response and resolution time can be found in the table below.

4.2.11. Xiria's standard SLA response and resolution times shown in the table below refers to Normal Support Hours.

4.2.12. Response times out of Normal Support House are as follows:

4.2.12.1. You can call or email us on our 24x7 support phone line or email address, which is listed earlier in this document. Xiria will attempt to manage any urgent business critical support issues out of Normal Hours on a "best endeavours" basis. We will require contact names and numbers from you and you are responsible for providing Xiria accurate and current contact information for your designated points of contact. All other issues which are deemed non-urgent support will be dealt with during Normal Support Hours according to the priorities listed in section 3.1.

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	HIGH URGENCY	MEDIUM URGENCY	LOW URGENCY
HIGH IMPACT	CRITICAL	HIGH	MEDIUM
MEDIUM IMPACT	HIGH	MEDIUM	LOW
LOW IMPACT	MEDIUM	LOW	LOW

CRITICAL
Response Time: 1 hour
Resolved In: 4 hours

HIGH
Response Time: 2 hours
Resolved In: 4 hours

MEDIUM
Response Time: 4 hours
Resolved In: 24 hours

LOW
Response Time: 24 hours
Resolved In: 48 hours

5. Compensation

5.1. Service Credits are your sole compensation for any failure to meet our Service Level Agreement.

5.2. Service Credits are payable where (a) you have submitted a claim by email to support@xiria.co.uk within 10 business days after the circumstances giving rise to the claim, (b) the claim clearly identifies the circumstances in which the credit or compensation arose and includes the case number, and (c) Xiria has agreed by email, acting reasonably and without undue delay, to your claim.

5.3. Service Credits will be applied to your account in the billing period following Xiria's agreement to the claim.

5.4. Accounts with overdue payments will not be eligible for credits and will forfeit the right to claim.

5.5. The maximum monthly service credit is limited to 5 days and the day rate is calculated as the annual rate divided by 365. Accumulated or residual credits will not be carried over to subsequent months or billing periods.

5.6. You can only make one claim for each case and no more than 3 claims per annum for each service.

5.7. Xiria is not liable to pay compensation under this SLA where its failure to meet any of its obligations is caused by force majeure, by a failure in your equipment, by your act or omission or that of a third party acting on your behalf, or any other cause beyond Xiria's reasonable control. In no event shall Xiria be liable for indirect or consequential loss (including loss of profits) arising from any loss of service.

5.8. Planned maintenance carried out in the maintenance window will not entitle you to service credits.

5.9. Disruption caused as a result of planned maintenance carried out during the maintenance window will not entitle you to service credits.

6. Xiria Professional Services Automation System

Central to all Xiria operations is our Professional Services Automation (PSA) System. This system automates nearly all of our internal processes and is core to the successful delivery of our services. It drives our:

Customer Relationship Management (CRM) – Managing our client relationships throughout their entire lifecycle.

Service Desk – Accounts for all that we do for our clients and ensures we remain accountable and can report upon our activities ultimately driving our continuous service improvement.

Project Management – Applies workflows to automate the provision of services and assists in reporting upon project milestones and controls.

Additionally, the PSA system integrates into our Remote Monitoring and Management (RMM) system. This system audits, monitors and reports upon the activity and performance of our client endpoints out in the field such as desktops, laptops and servers. It immediately alerts us to any issues as they arise allowing us to proactively support our customer's IT estates.

We have developed our service desk in line with elements of the ITIL framework. When raising a case on our PSA system this will be categorised as either an Incident or Service Request.

In circumstances where a significant change is required that requires additional signoff or does not form as part of a routine service request, it will be categorised as a Change Request.