

SERVICE SCHEDULE MANAGED IAAS

1. Definitions and Interpretation

In this Service Schedule, the words, expressions, and rules of interpretation set out in the General Terms and Conditions ('GTCs') apply. This Service Schedule constitutes the Specification for the Ekco Managed IaaS Service and may be amended by Ekco from time to time, in accordance with the Agreement. Please note that the separate [Managed IaaS] Service Description is provided to further describe the functional characteristics of the Service and for technical and operational guidance only and does not form part of the Agreement.

The following words and phrases will, unless the context otherwise requires, mean:

"Additional Option" means any supplemental service, feature, or add-on (such as Service Management Pack) not included in the standard features of the Service Tier selected by the Customer but additionally selected and specified as a chargeable item on the Order Form.

"CAB" means the Change Advisory Board operated by Ekco to review, approve, and schedule changes to managed Customer infrastructure.

"Core Business Hours" or "Hours" means the hours of 08:00 to 18:00 (GMT/BST) on Business Days.

"Emergency Maintenance" means unscheduled work required to resolve a critical security vulnerability or an imminent threat to the stability or integrity of the Managed IaaS Service.

"End-User Training" means the provision of instructional materials or live sessions to the Customer's employees regarding the use of Managed IaaS.

"Incident" means an unplanned interruption to or a reduction in the quality of the Managed IaaS Service as designated by ITIL standards.

"ITIL" means Information Technology Infrastructure Library, a globally recognised framework for IT service management best practices.

"Managed IaaS" or "Managed IaaS Service" means the Ekco managed service that provides virtualised compute, storage, and networking resources and support for Managed Infrastructure, as described in this Service Schedule and including any associated support or professional services provided by Ekco, as specified in an Order Form referencing this Service Schedule.

"Managed Infrastructure" means the compute, storage volumes, and virtual networking components placed under management by Ekco under this Service Schedule, as recorded in Ekco's ITSM System.

"Scheduled Maintenance" means any work performed on the Managed IaaS Service for which the Customer is provided with prior notice or which is performed within a recurring maintenance window previously agreed between the Parties.

"Server Management Pack" means the Additional Option extending monitoring and management capabilities to the operating system level within virtual machines.

"Service Desk" means Ekco's central point of contact for the notification of Incidents and the submission of Service Requests.

"Service Impact" means the degree to which an Incident affects the Customer's ability to access or use the Managed IaaS Service.

“Service Platform” means Ekco’s Managed Infrastructure and Ekco’s management toolsets used to deliver infrastructure monitoring, configuration management, and support capabilities under this Service Schedule. Ekco reserves the right to change the underlying infrastructure components for operational reasons, provided service delivery obligations are maintained.

“Service Request” means a formal request from a Technical Contact for something to be provided, for example, a request for information or advice, or to create a new user account.

“Service Tier” means the specific service package (e.g., essential, standard, or premium) selected by the Customer as specified on the Order Form, the functional deliverables of which are described in this Service Schedule.

“Technical Contact” means an individual designated by the Customer who possesses the necessary technical knowledge and authority to engage with Ekco on service-related matters, including Incident management, Service Requests and technical escalations.

“Virtual Data Centre” or “VDC” means the virtualised environment provisioned for the Customer within the Service Platform, providing access to compute, storage, and network resources.

2. Scope of the Service

2.1. This Service Schedule applies where the Customer has purchased the Managed IaaS Service from Ekco.

2.2. Managed IaaS is an Ekco managed service providing virtualised compute, storage, and networking resources, along with support for Managed Infrastructure.

2.3. Managed IaaS is a standardised managed product, available in three Service Tiers: essential, standard, and premium. The scope and specific technical features, activities, and deliverables of the chosen Service Tier as specified in an Order Form, is as described in section 3 of this Service Schedule.

2.4. Managed IaaS is delivered remotely.

2.5. Access to the Customer’s Virtual Data Centre is provided through a secure management portal. No access to the underlying management layer or physical infrastructure hosts is granted to the Customer.

2.6. Any Additional Options, such as enhanced Backup frequency or Disaster Recovery, are available only where specified as a chargeable item on an Order Form.

3. Service Tiers

3.1. Service Tiers

Table 1 - Service Tiers

Service component	Feature description	Essential	Standard	Premium
Service Desk	Ekco provides online portal, email, and phone. Customers can choose the most convenient method for them to log their support requests.	✓ (portal only)	✓	✓
Service Desk	Ekco provides support during Core Business Hours	✓	✓	✓
Service Desk	Service Desk involves logging, assessment, and prioritisation of incoming tickets with process driven resolution of tickets. Tickets that cannot be resolved using the defined processes will	✓	✓	✓

Service component	Feature description	Essential	Standard	Premium
	be escalated to 2nd Line Engineering teams. Tickets that cannot be resolved by the Service Desk team will then be escalated (typically to internal Ekco teams, however this may also be to customer's internal teams or to external third parties).			
Incident management	Ekco aims to resolve Incidents as per table 2 - Service level objectives, to minimise downtime and help ensure business continuity.	✓	✓	✓
Request management	Ekco provides a service catalogue that outlines common IT requests.	✓	✓	✓
Change management	Ekco will review and implement changes to the solution's IT infrastructure to optimise performance and reduce downtime.	✓	✓	✓
Vendor management	Ekco will liaise with and / or escalate Incidents to Microsoft as required.	✓	✓	✓
Problem management	Ekco will analyse problem trends to identify and resolve root causes and prevent recurrence.	X	✓	✓
Problem management	On request, Ekco will provide a report analysing the root cause of P1 incidents, including findings, contributing factors, and recommendations to help prevent recurrence.	X	✓	✓
Change management	Ekco utilises a CAB to implement Ekco service changes and customer infrastructure changes smoothly and with minimal disruption.	✓	✓	✓
Change management	On request, Ekco can provide subject matter expert support to attend customer-led CAB meetings, helping with management of service-related changes.	X	X	✓
Managed Infrastructure management	Comprehensive 24/7 monitoring of the Managed Infrastructure including hardware components, hypervisors, storage subsystems, and network infrastructure. Includes automated alerting for threshold breaches and regular systems health checks to ensure optimal performance.	✓	✓	✓
Managed Infrastructure management	Collection and analysis of logs across the platform with correlation of events across infrastructure components. Proactive identification of potential issues, creation of incidents based on significant events, and thorough root cause analysis to prevent recurrence.	✓	✓	✓
Managed Infrastructure management	Ongoing tracking of resource utilisation with trend analysis to inform capacity planning. Includes proactive platform performance optimisation, resource allocation adjustments, and growth forecasting to ensure the infrastructure meets current and future needs.	✓	✓	✓
Managed Infrastructure management	Continuous storage performance optimisation with efficient allocation and provisioning of storage resources to meet client requirements whilst maintaining performance standards. Tier 1 (flash) storage is used for Managed IaaS to ensure optimal performance for all workloads.	✓	✓	✓

Service component	Feature description	Essential	Standard	Premium
Managed Infrastructure management	Ongoing maintenance of network infrastructure. Includes network performance optimisation to ensure reliable connectivity.	✓	✓	✓
Managed Infrastructure management	Scheduled Maintenance windows are used to minimise disruption during regular hypervisor updates and non-disruptive infrastructure upgrades. This includes infrastructure patching, configuration management, hypervisor version updates (typically maintained one version behind the latest stable release), and hardware component replacements where required and covered by vendor support agreements. Platform updates are reviewed and scheduled every six months where applicable. Emergency updates are risk-assessed and applied as necessary.	✓	✓	✓
Managed Infrastructure management	Maintenance of infrastructure documentation, verification of compliance with relevant standards (where applicable), and detailed change documentation to maintain transparency and auditability.	✓	✓	✓
VDC management	Performance monitoring including CPU, disk and memory on VDCs.	X	✓	✓
VDC management	Deployment of server using a template from the catalogue or using a custom image provided by the Customer. The IP address and local administrator password will be configured. Optionally and if Ekco have the required permissions the server will be joined to the Customer's Active Directory domain.	X	X	✓
VDC management	Provision of automated update management for guest operating systems.	X	✓	✓
VDC management	Windows update delivery via deployment of a WSUS server within the Customer environment to facilitate patching. Subject to standard resource usage charges.	X	✓	✓
VDC management	Linux update delivery via provision of Ekco Red Hat Update Infrastructure (RHUI) via RPM installation, or Ubuntu Pro support.	X	✓	✓
VDC management	Performance monitoring including CPU, disk and memory for VDC.	X	✓	✓
VDC management	Daily incremental backups at virtual machine image level, stored in a separate data centre location with 14 day retention.	X	✓	✓

4. Service Exclusions

The Managed IaaS Service does not include the following:

- 4.1. management, patching, and support of guest operating systems running within virtual machines for the essential tier.
- 4.2. management, troubleshooting, or optimisation of applications running within virtual machines;

- 4.3. GPU or dedicated GPU resources unless additionally selected and specified as a chargeable item on the Order Form;
- 4.4. responsibility for the integrity, backup, or recovery of Customer data for the essential tier;
- 4.5. disaster recovery;
- 4.6. custom network configurations beyond virtual network provisioning;
- 4.7. advanced security monitoring and threat detection;
- 4.8. direct access to physical hardware or the use of physical passthrough devices;
- 4.9. specific performance guarantees for individual virtual machines;
- 4.10. installation or management of Customer-owned hypervisors;
- 4.11. legacy or no longer supported guest operating systems;
- 4.12. specific regulatory compliance implementation beyond Ekco's standard best practices;
- 4.13. detailed performance tuning and optimisation beyond the basic performance monitoring included in the Managed IaaS Service;
- 4.14. End-User Training;
- 4.15. guest operating system and any installed application licensing, maintenance and support;
- 4.16. custom development, including specialised reporting or monitoring; and
- 4.17. major configuration and / or major scope changes, which shall be subject to formal variation of the Agreement.

5. Customer Obligations

The Customer shall, in addition to all other obligations under the Agreement:

5.1. Software Licensing Compliance:

- 5.1.1. Where Ekco provides Microsoft software licenses under its Services Provider License Agreement (SPLA), such licenses are provided on a monthly subscription basis as specified in the Order Form.
- 5.1.2. Where the Customer installs or utilises software within the Managed Infrastructure that is subject to Ekco's SPLA (and not automatically tracked by Ekco's Service Platform), the Customer shall provide a report of such usage to Ekco via the Service Desk no later than the 25th day of each calendar month. Failure to provide timely reporting may result in Ekco billing based on the maximum potential usage or last known configuration.
- 5.1.3. For any software not provided by Ekco, the Customer shall procure and maintain all necessary licenses and comply with all applicable end-user license terms, including but not limited to the Microsoft Customer Agreement (available at: <https://www.microsoft.com/licensing/docs/customeragreement>).
- 5.1.4. Where the Customer "Brings Their Own License" (BYOL) via License Mobility or other Microsoft-approved programs, the Customer is solely responsible for ensuring such licenses are eligible for use within a multi-tenant cloud environment and for completing any required Microsoft verification forms.
- 5.1.5. The Customer shall provide Ekco with evidence of valid licensing upon reasonable request to ensure Ekco's continued compliance with its own SPLA reporting obligations.

5.2. complete proof of execution or other Microsoft mandated activities as required from time to time;

- 5.3. make designated personnel available throughout the onboarding process;
- 5.4. manage end-user access rights and permissions within applications, safeguard and manage authentication credentials, and promptly report to Ekco any suspected security breaches or unauthorised access;
- 5.5. manage public IP addresses assigned to VDC unless these are provided by Ekco;
- 5.6. manage all aspects of applications running within virtual machines, ensure applications are compatible with the guest operating system, and maintain appropriate third party application licensing;
- 5.7. define security requirements and compliance needs, maintain security of Customer-managed components, and conduct security reviews of Customer-deployed applications;
- 5.8. ensure data compliance with relevant regulations and standards, define data classification and retention requirements where appropriate, and validate that data backup and recovery procedures meet business needs and that backups are tested and validated as required;
- 5.9. unless subscribed to standard or premium Service Tiers, manage guest operating systems within virtual machines, including OS patching, updates, and security;
- 5.10. manage relationships with third-party application vendors (with the exception of Microsoft), obtain support for third-party applications outside the scope of the Managed IaaS Service, and coordinate between third-party vendors and Ekco as needed;
- 5.11. maintain and manage connectivity between Customer locations and the VDC environment, including appropriate bandwidth allocation for required workloads;
- 5.12. provide and maintain an up-to-date list of authorised contacts for Incident notification and escalation, including out-of-hours contacts where applicable;
- 5.13. act promptly on Incident notifications raised by Ekco, performing remediation or mitigation activities as recommended, and inform Ekco upon resolution of Incidents;
- 5.14. submit all service or change requests via the authorised service portal using approved processes and maintain an up-to-date list of authorised personnel permitted to raise service or technical requests; and
- 5.15. notify Ekco of any significant planned increases in resource requirements beyond normal growth patterns.

6. Ekco Obligations

Ekco shall provide the following, as defined by the Service Tier specified in the Order Form:

- 6.1. Managed IaaS Service, including the management and support of the Managed Infrastructure as described in this Service Schedule;
- 6.2. Service Desk support during Core Business Hours;
- 6.3. regular hypervisor security patches and infrastructure firmware updates, and maintain robust access control management to protect the platform from unauthorised access;
- 6.4. optimisation of storage performance and efficiently allocate and provision storage resources to meet Customer requirements whilst maintaining performance standards;
- 6.5. maintenance of the Service Platform's network infrastructure and perform network performance optimisation to ensure reliable connectivity;
- 6.6. monitoring, patching and maintenance of the Service Platform; and

6.7. tracking of resource utilisation, conduct trend analysis to inform capacity planning, and perform proactive platform performance optimisation and growth forecasting.

7. Service Level Agreement

7.1. The Managed Infrastructure is designed and managed to deliver 99.95% availability, measured at the hypervisor and supporting infrastructure level. This availability commitment does not extend to individual Virtual Data Centres.

7.2. Ekco will deliver its service commitments and response times, during Core Business Hours, at the service levels detailed in the tables as follows:

Table 2 - Service Desk, Service level objectives

Priority Level	Core Business Hours	
	Target response time	Target restoration time
P1	N/A	4 Hours
P2	0.25 Hours	8 Hours
P3	1 Hour	3 Business Days
P4	1 Hour	7 Business Days

Table 3 – Incident priority definitions

		Impact		
		High	Medium	Low
Priority	High	P1 Site down/service not functioning. Affects entire business or large number of customers/end users. Incident during peak/critical period	P2 Site/service functioning but performance is degraded. Affects only a small number of customer/end users. Incident during normal period	P3 No impact on live service or business operations. Affects only a small number of end users. Incident during quiet period
	Medium	P2 Site down/service not functioning. Affects a business unit or significant number of customer/end users. Incident during normal period.	P3 Site/service functioning but performance is degraded. Affects only a small number of end users. Incident during quiet period.	P4 No impact on live service or business operations. No customers or end users affected.
	Low	P3 Site down/service not functioning. Affects only a small number of end users. Incident during quiet period.	P4 Site/service functioning but performance is degraded. No customers or end users affected.	P4 Advisory or general enquiry. Any work is planned.

Table 4 - Service Requests, Service Level Objectives

Priority Level	Core Business Hours	
	Target Response Time	Target Resolution Time
P1	0.25 Hours	8 Hours
P2	0.5 Hours	2 Business Days
P3	1 Hour	3 Business Days
P4	1 Hour	5 Business Days

Table 5 - Service Requests, Priority Definitions

Priority	Impact	Definition
P1	High	Business-critical request requiring immediate action. Affects the entire business or a large number of users. Examples: urgent access provisioning for critical systems, high-priority system configuration changes, or emergency resource allocation.
P2	Medium to high	Important request affecting a department or significant group of users but not business critical. Examples: scheduled but time-sensitive software deployments, account modifications for multiple users, or urgent but non-critical resource changes.
P3	Medium to low	Standard service request affecting a small number of users with minimal impact on business operations. Examples: individual user access requests, standard software installations, or minor system configuration changes.
P4	Low	Non-urgent or informational requests with no immediate business impact. Examples: general advisory queries, scheduled account removals, routine license updates, report generation, or documentation requests.

7.3. Any required service level changes are reviewed and scheduled as part of the weekly CAB review.

7.4. Ekco does not offer service credits in respect of this Managed IaaS Services SLA.

8. Maintenance

8.1. Ekco shall give prior notice for any Scheduled Maintenance. Such maintenance will typically be performed outside of Core Business Hours to minimise disruption.

8.2. Ekco may perform Emergency Maintenance where it deems it necessary to protect the integrity or security of the Managed IaaS Services. Ekco shall provide as much notice to the Customer as is reasonably practicable in the circumstances.

8.3. Any downtime or reduction in service quality resulting from Scheduled Maintenance or Emergency Maintenance shall be excluded from any service level objective.

8.4. If subscribed to standard or premium Service Tiers, patching of guest operating system will be conducted in accordance with the frequency and scope defined for the Customer's selected Service Tier.

8.5. Patching may require a restart of virtual machines, which may result in a temporary Service Impact.

9. Fees and Payment

9.1. Managed IaaS is charged on a multi-component basis:

- 9.1.1. Service management Fees: a fixed monthly service management charge per VDC (varying by Service Tier) as specified in the Order Form. This Fee is billed monthly in advance.
- 9.1.2. Infrastructure resource Fees: usage-based charges for resources consumed (including virtual CPUs, RAM, and storage capacity). These Fees are billed monthly in arrears based on actual usage recorded in the preceding billing period.
- 9.1.3. Microsoft licenses Fees: charges for any Microsoft software provided by Ekco via SPLA (e.g. Windows Server, SQL Server, RDS). These are billed as a monthly subscription in accordance with the Order Form.

- 9.2. Charges commence from the point at which each VDC is onboarded into the Service Platform, including during any setup, configuration, or deployment activities, regardless of whether the Service has reached a fully live or operational state.
- 9.3. In accordance with Clause 5.1.2, where the Customer fails to provide required monthly software usage reports, Ekco reserves the right to bill based on the maximum potential usage or the last known configuration.

10. Service Tier / Usage changes

Customer may request a change to their Service Tier by providing 10 Business Days' written notice to Ekco or otherwise via Ekco's then current change management process for this Service. Any such change shall be documented via a revised Order Form or a written amendment to the Agreement. Changes will take effect from the start of the next billing period following the execution of such amendment.