

**Link: IT Solutions 2 (Digital Workplace Solutions)  
Order Form (SLA)****Framework Reference:** SBS/19/AB/WAB/9411

Framework Start Date: 10 August 2020

Framework Max End Date: 09 August 2024

Maximum Call Off Duration: 5 years with an option to extend for a further 24 months

NHS SBS Contacts:

**Service level agreement details**

This Service Level Agreement (SLA) is between the following parties and in accordance with the Terms and Conditions of the Framework Agreement and any agreed Supplementary Agreements.

Supplier Specific Reference: SBS/19/AB/WAB/9411 – 21

**Call-Off Contract/Order form reference: DDaT23530 - LogRhythm - Security Information and Event Management (SIEM) solution**

Period of the Service Level Agreement (SLA)	Effective Date	Monday 12 <sup>th</sup> February 2024
	Expiry Date	Wednesday 11 <sup>th</sup> February 2026
Completion Date (if applicable)	Date	N/A

This SLA allows for the Customer to extend until the following date:

Optional Extension period expiry date	Not applicable
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Unless otherwise agreed by both parties, this SLA will remain in force until the expiry date agreed above. If no extension/renewal is agreed and the Customer continues to access the Supplier's services, the Terms and Conditions of the Framework Agreement and any agreed Supplementary Agreements shall apply on a rolling basis until the overarching Framework Agreement expiry date.

Completion date is not the date by which all obligations under the SLA have to be discharged, but the date by which 'practical completion' must be certified.

**Supplier SLA Signature panel**

The "Supplier"	
Name of Supplier	XMA Limited
Name of Supplier Authorised Signatory	[REDACTED]
Job Title of Supplier Authorised Signatory	[REDACTED]
Address of Supplier	Unit 44, Wilford industrial Estate, Ruddington Lane, Wilford, Nottingham, NG11 7EP
Signature of Authorised Signatory	[REDACTED]
Date of Signature	[REDACTED]

**Customer SLA Signature panel**

The "Customer"	
Name of Customer	UK Research and Innovation - UKRI
Name of Customer Authorised Signatory	[REDACTED]
Job Title of Customer Authorised Signatory	[REDACTED]
Address of Customer	Polaris House, North Star Avenue, Swindon, SN2 1FL
Signature of Customer Authorised Signatory	[REDACTED]
Date of Signature	27/02/2024

This service level agreement shall remain in force regardless of any change of organisational structure to the above named authority and shall be applicable to any successor organisations as agreed by both parties.

## Table of Contents

1. Agreement Overview
2. Goals & Objectives
3. Contract Managers
4. Periodic Review
5. Service Requirements
  - a. Products and/or Services Provided
  - b. Price/Rates
  - c. Total Value of Call-Off
  - d. Business Hours
  - e. Delivery Location
  - f. Invoicing Methods
  - g. Reporting
  - h. Interoperability
  - i. Response Timescales
6. Supply Terms and Performance
  - a. Supplementary Conditions of Contract
  - b. Sub-Contracting
  - c. Implementation and Exit Plan
  - d. Complaints/Escalation Procedure
  - e. Termination
  - f. Force Majeure
  - g. Insurance
  - h. Buyers Responsibilities
  - i. Key Performance Measures
  - j. Audit Process
7. Other Requirements
  - a. Variation to Standard Specification
  - b. Other Specific Requirements

## 1. Agreement Overview

This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between **XMA Ltd** and **UK Research and Innovation - UKRI** for the provision of **Link: IT Solutions 2**. This Agreement remains valid until superseded by a revised agreement mutually endorsed by both parties. This Agreement outlines the parameters for all good and services associated with Link: IT Solutions 2 as they are mutually understood by the primary stakeholders.

The Framework terms and conditions (including the specification of goods and/or service) will apply in all instances, unless specifically agreed otherwise by both parties within this document.

By signing this SLA, the supplier confirms that they were successfully awarded onto this framework agreement for the relevant lot(s).

For the purposes of this framework agreement, any references to "Order Form" within the framework terms and conditions shall be interpreted as the "Service Level Agreement".

## 2. Goals & Objectives

The **purpose** of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent **Link: IT Solutions 2** to the Customer by the Supplier. The **goal** of this Agreement is to obtain mutual agreement for the **Link: IT Solutions 2** provision between the Supplier and Customer.

The **objectives** of this Agreement are to:

- Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- Present a clear, concise and measurable description of service provision to the customer.

## 3. Contract Managers

The primary Contract Managers from the Supplier and the Customer will be responsible for the day-to-date management of the Agreement and the delivery of the service.

### Primary Contact Details:

	Supplier	Customer
Name		
Title		
Email		
Phone		

## 4. Periodic Review

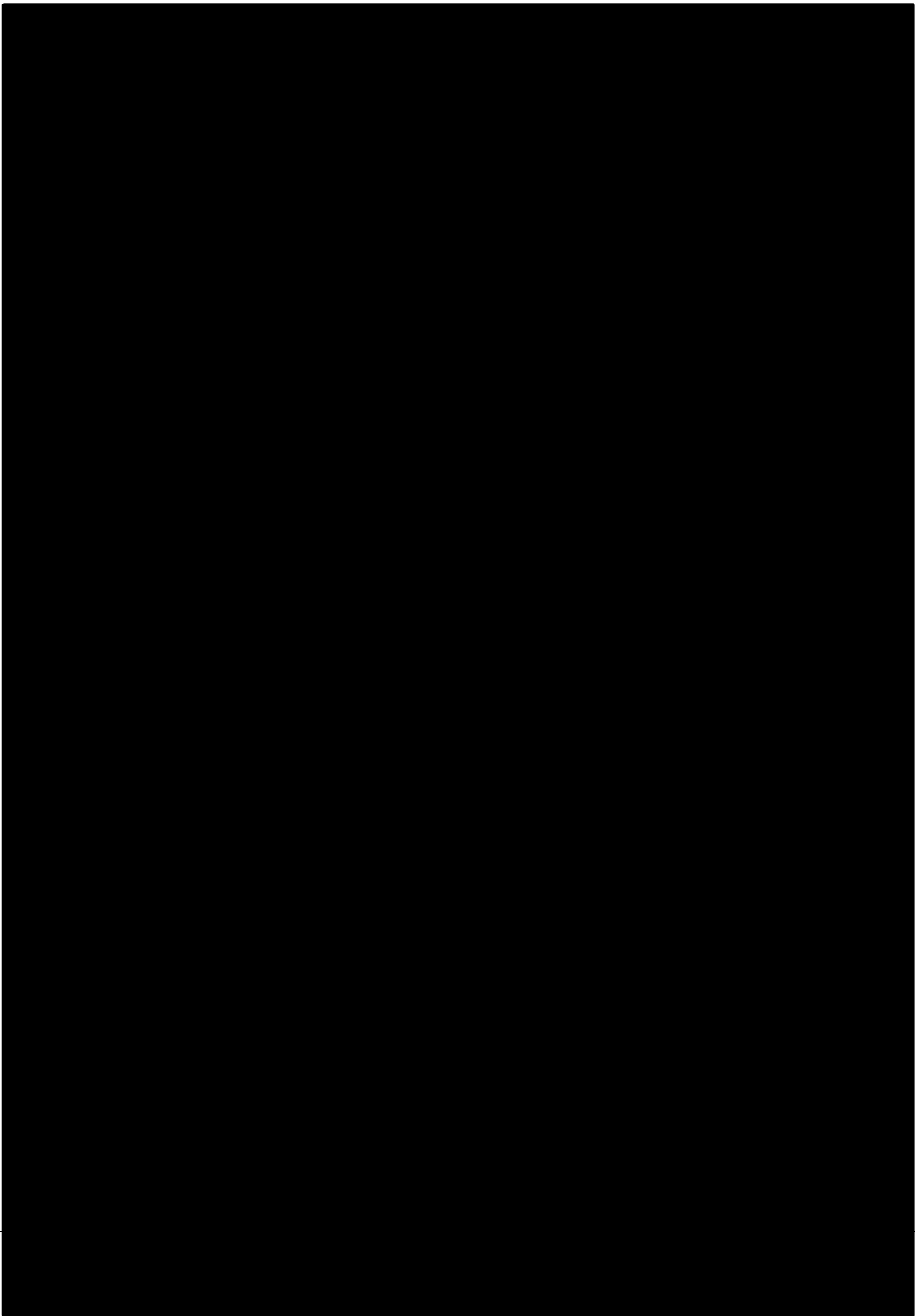
This Agreement is valid from the **Effective Date** outlined herein and is valid until the **Expiry Date** as agreed.

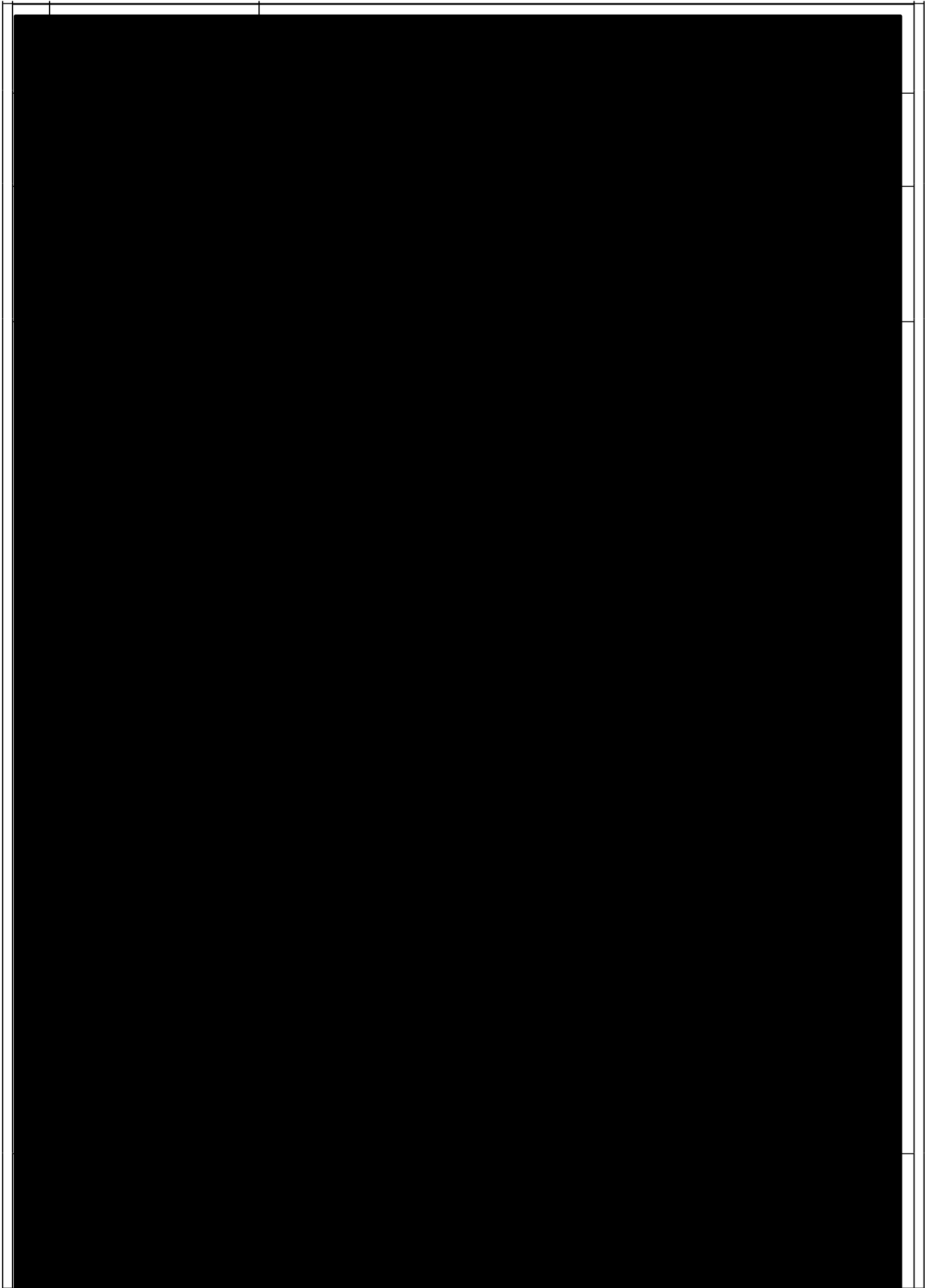
## 5. Service Requirements

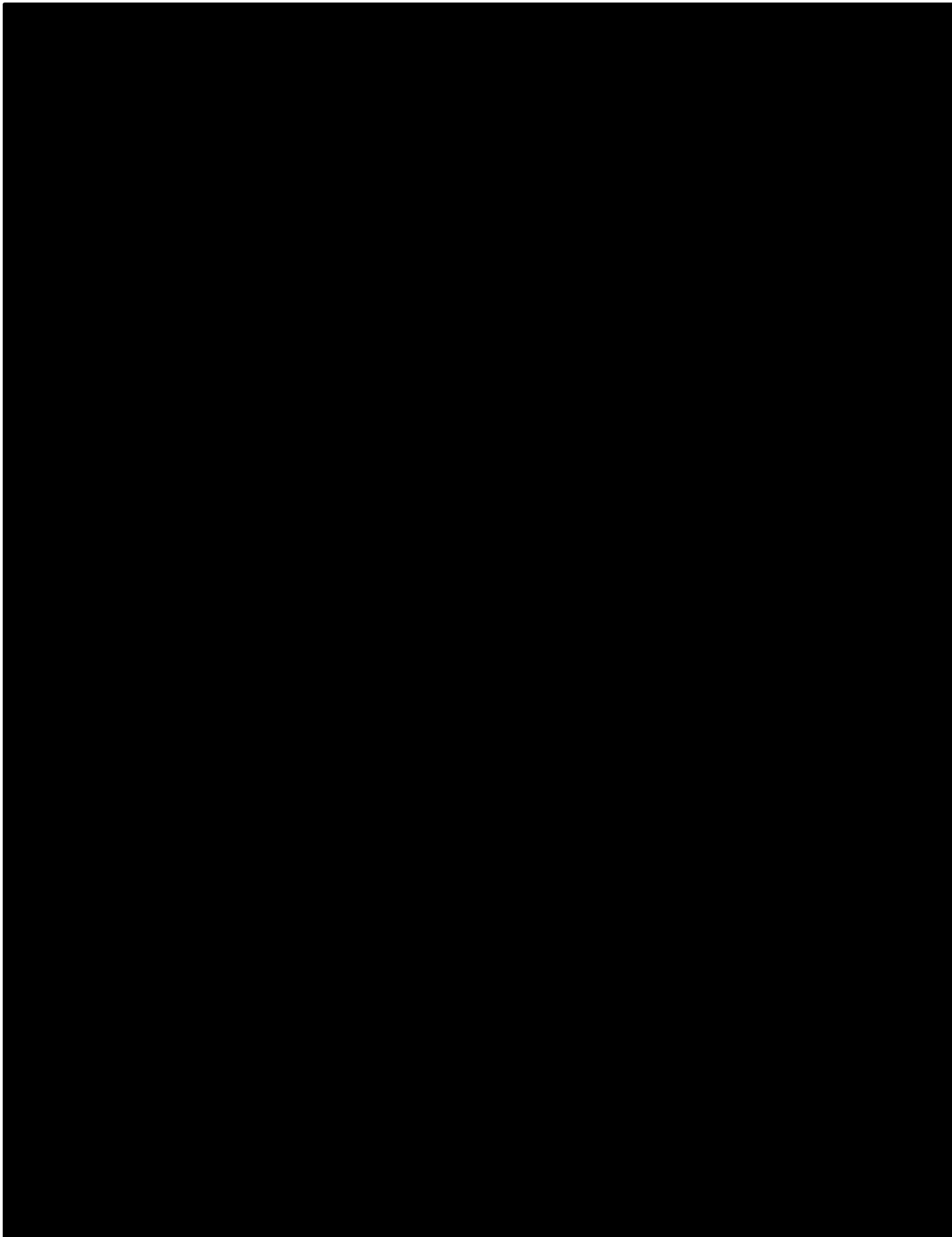
### a) Goods and/or Services Provided

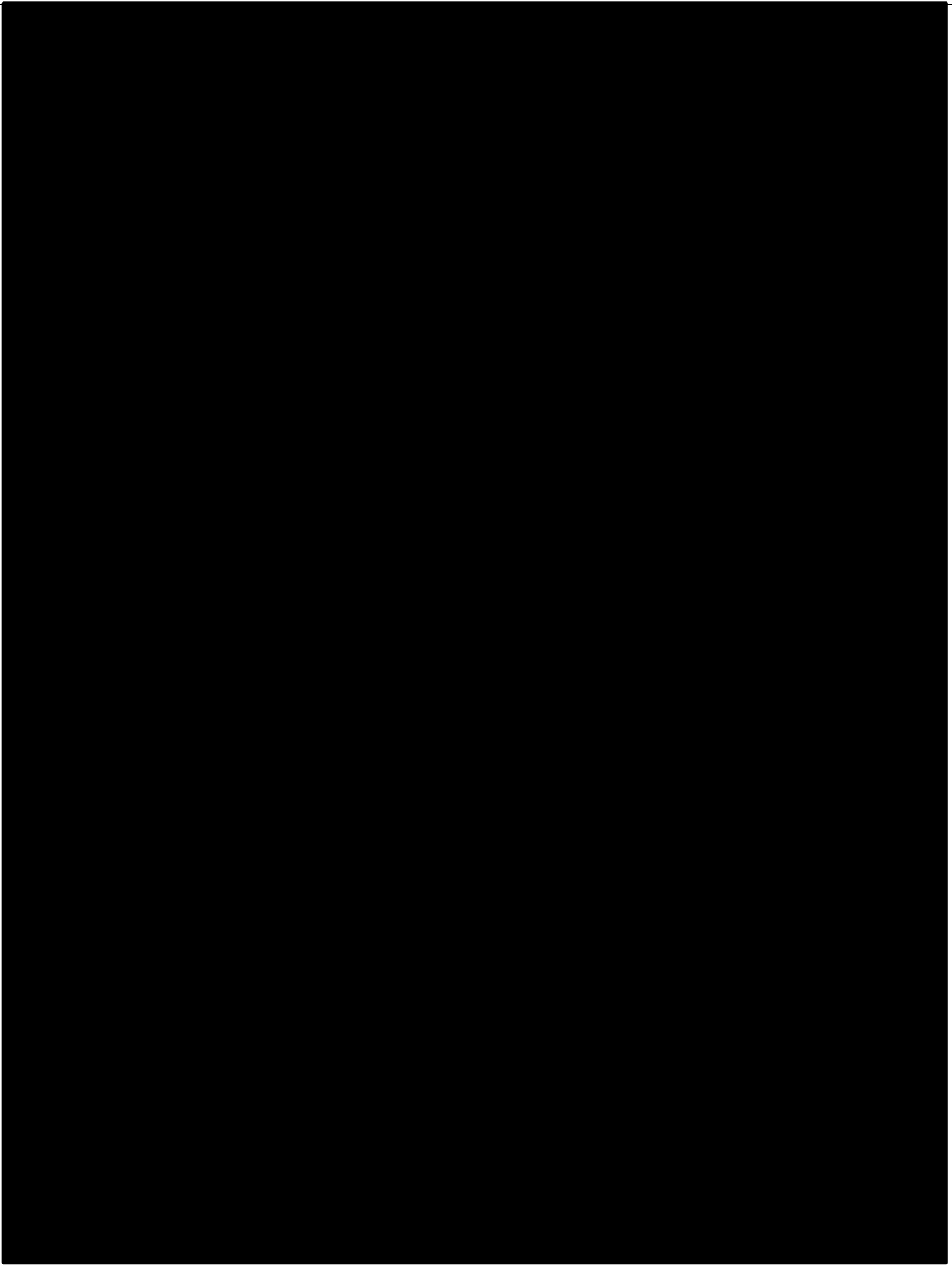
Please detail the goods and/or services that will be provided by the Supplier to the Customer

#### 1. Introduction











**b) Price/Rates**

For any avoidance of doubt the SLA support is a Standard SLA support and the initial duration of the contract is fixed for 2 years i.e. year 2 is not an optional year.

Should any additional Professional Services be required, this can be called off as per the below rate card.

**c) Total Value of Call-Off**

Please note that this value is an estimate and therefore is no guarantee to the Supply of Volume

The total contract value shall not exceed £680,575.22 excluding VAT.

**d) Business Hours**

Suppliers are required to provide and operate a single point of contact through which the Customer can contact the Supplier

"Business Day" means the following for each LogRhythm defined regions under the Agreement. Business Day is based on the country of Customer's headquarters location:

"Europe" means 7:00 a.m. to 6:00 p.m. London time, Monday through Friday (excluding LogRhythm holidays), which are posted on LogRhythm's Customer portal.

**e) Delivery Location**

UK Research and Innovation  
Polaris House  
Swindon  
SN2 1FL

**f) Invoicing Methods**

The payment method for this Call-Off Contract is BACS upon receipt of a valid invoice. The supplier shall issue invoices annually in advance. The Customer shall pay the Supplier within thirty (30) days of receipt of a valid invoice. All invoices must include a valid PO number and reference number **DDaT23530**.

Invoices will be sent to [REDACTED] [and](#) [REDACTED]

**g) Reporting**

Relevant reports can be provided to UKRI on request, and where possible.

**h) Interoperability**

Please list any Approved Organisation equipment or solutions that will require interoperability:

LogRhythm will need to collect machine data from the log sources provided within the RFP document. LogRhythm will not require interoperability with any approved organisation equipment or solutions outside of the log sources provided.

**i) Response Timescales**

Please list expected timescales for response/delivery of Goods and/or Services:



## 6. Supply Terms and Performance

### a) Supplementary Conditions of Contract

The terms of the NHS SBS Link: IT Solutions 2 Framework Agreement will supplement and complement the terms of any Supplementary Conditions of Contract. However, in the event of any conflict or discrepancy between the terms of a Supplementary Conditions of Contract and the terms of the Framework Agreement the terms of the relevant Supplementary Conditions of Contract will prevail, in the order it is listed below:

Not applicable.

### b) Sub-contracting (if applicable)

Subcontracting of services by Suppliers is allowed, both to Framework suppliers and to non-Framework suppliers. Any Supplier sub-contracting will be fully responsible for ensuring standards are maintained in line with the framework and this SLA.

XMA Ltd will be subcontracting the project management, installation and support/maintenance of the LogRhythm SIEM platform to LogRhythm as they are the vendor. LogRhythm only use their own employees for the project management, installation and support/maintenance service.

### c) Implementation and Exit Plan

Not applicable.

### d) Complaints/Escalation Procedure

The standard procedure is detailed below

In the first instance, the Customer and Supplier should work together and attempt to resolve any issues locally. Should this approach fail to result in a satisfactory outcome for the Customer, parties should refer to the Clause 22 Dispute Resolution of the Framework Call Off Terms & Conditions.

### **e) Termination**

The standard procedure is detailed below

Persistent failure by the Contractor to meet the agreed service levels as specified within the SLA may lead to the Contract being terminated or alternative Contractor(s) being appointed by the Customer to maintain levels of service.

Prior to termination the complaints and escalation procedure should be followed to attempt to resolve any issue.

### **f) Force Majeure**

This Call-Off Contract is bound by Force Majeure events and may be terminated where a Party is affected by a Force Majeure Event that lasts for more than 30 consecutive days.

### **g) Insurance**

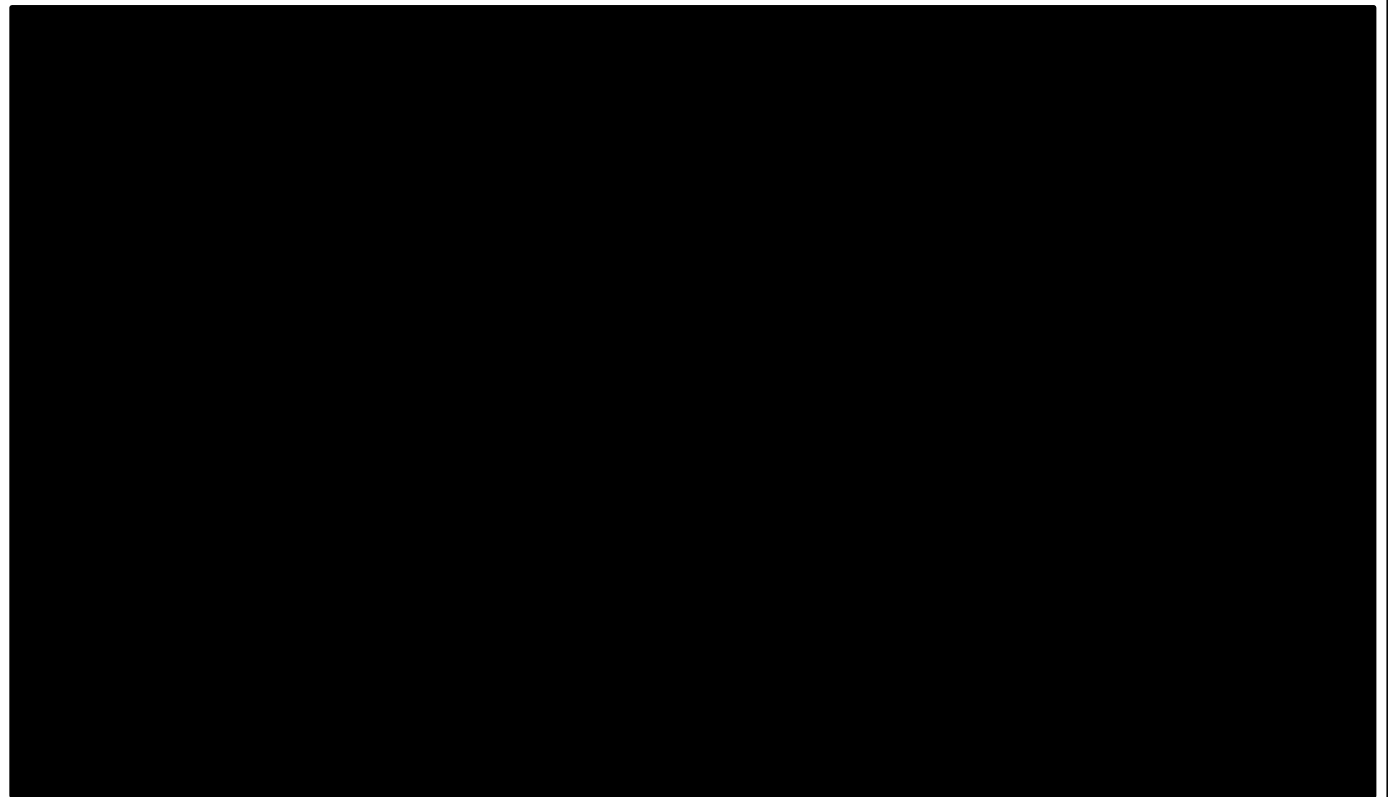
The insurance policy for the contract required is detailed below

Public and products liability: £10,000,000 for any one occurrence with a maximum of £10,000,000 within any one policy year.

Professional indemnity: £10,000,000 for a claim or series of claims arising out of one event with a maximum of £10,000,000 per annum.

Employer's liability: £20,000,000 per claim or series of claims arising out of one event with a maximum of £10,000,000 per annum.

### **h) Buyers Responsibilities**



**i) Key Performance Measures**

As per LogRhythm Standard Support:

**j) Audit Process**

Please detail any Customer audit requirements

Not applicable.

**7. Other Requirements**

Please include any additional requirements that are not outlined above

Not applicable.

**a) Variation to Standard Specification**

Please list any agreed variations to the specification of requirements

Not applicable.

**b) Other Specific Requirements**

Please list any agreed other agreed requirements

Not applicable.