



SoftwareOne

Services Addendum

26.10.2023

1 SOFTWAREONE SERVICES ADDENDUM

This Services Addendum - as amended from time to time - is an addendum to the Master Agreement with a Services Annex between Customer (as defined below) and the SoftwareOne entity named in the Services Contract, or if no Master Agreement with a Services Annex is in place, then SoftwareOne's standard terms and conditions, a copy of which are available at www.SoftwareOne.com ("Standard Terms").

Part A of this Services Addendum is an addendum to the main body of the Master Agreement. Part B of this Services Addendum is an addendum to the Services Annex of the Master Agreement, or if no Master Agreement with a Services Annex is in place, then the Standard Terms.

You accept the terms of this Services Addendum on behalf of the entity you represent ("Customer") (together with its Affiliates) by: (i) physically or electronically signing a Services Contract incorporating this Services Addendum; or (ii) placing an order for Services with SoftwareOne on behalf of Customer.

Part A

This Part A is an addendum to the main body of the Master Agreement and amends Section 17.2 by replacing it with the following new Section 17.2:

"17.2 Interpretation; Order of Priority. Relating to the resale of third party Licenses and third party services, conflicts will be resolved as follows: (i) the main body of this Master Agreement; (ii) the Reseller Annex; (iii) each applicable Order Document. Relating to Services and Deliverables provided by SoftwareOne, conflicts will be resolved as follows: (i) the main body of this Master Agreement; (ii) the Services Annex; (iii) the Services Addendum; and (iv) each applicable Services Contract. Notwithstanding this, in the event of a conflict between the Services Addendum and a Services Contract, the Services Addendum will control unless all of the following apply: (i) the Services Contract clearly identifies the applicable section of the Services Addendum that is to be modified; and (ii) the Services Contract clearly states that such provision of the Services Contract supersedes the conflicting or inconsistent provision in the Services Addendum."

Part B

This Part B is an addendum to the Services Annex of the Master Agreement, or if no Master Agreement with a Services Annex is in place, then to the Standard Terms.

1.1 Structure and Definitions

Structure

- a. For the purposes of this Services Addendum, "Agreement" means either: (i) where there is a Master Agreement (with a Services Annex) signed between the parties, this Services Addendum and the Master Agreement (with the Services Annex); or (ii) where there is no

Master Agreement (with a Services Annex) signed between the parties, this Services Addendum and the Standard Terms.

- b. The Services and Deliverables to be provided under the Agreement and the fees related thereto will be set out in individual Services Contracts to be executed by the parties and which may include: (i) products and services provided by SoftwareOne; and (ii) products and/or services provided by third parties.
- c. Where Customer uses PyraCloud as part of the Services, Customer agrees that such use is subject to acceptance of the PyraCloud Terms of Use available through www.pyracloud.com.
- d. Orders for Licenses shall be submitted by the Customer under and in accordance with the Reseller Annex of the Master Agreement (or, if there is no Master Agreement with a Reseller Annex, the Standard Terms). In addition, Customer acknowledges that it will be required to enter into a EULA or other agreement with the relevant Licensor(s), as may be required by SoftwareOne or the relevant Licensor(s), prior to accessing, using or receiving any Licenses and associated Services.

Definitions

Unless otherwise defined herein, capitalised terms used in this Services Addendum shall have the meanings set out in the Agreement.

“Authorized Contacts” means the Billing Administrators, Contract Administrator, IT Administrators, and IT Support Contacts.

“Billing Administrators” means Customer employees that are able to raise billing queries and Service Requests on behalf of Customer through the SoftwareOne customer portal, as set out in the Services Contract.

“Consumption Based Licenses” means Licenses that are charged based upon Customer’s use of the Licenses.

“Contract Administrator” means the Customer employee that is authorized to provide legally binding notices (including contract change notices) and change IT Administrator or Billing Administrator contact types on behalf of Customer, as set out in the Services Contract.

“IT Administrators” means Customer employees that are authorized to raise Incidents and Service Requests on behalf of Customer and are the main technical contacts for SoftwareOne, as set out in the Services Contract.

“IT Support Contacts” means Customer employees that are authorized to raise Incidents on behalf of Customer within the environment, as set out in the Services Contract. For the avoidance of doubt, IT Support Contacts are not authorized to raise Service Requests or approve change requests.

“Incident” means an unplanned disruption or degradation of a service.

“Managed Services” means the Services to be provided by SoftwareOne in connection with Licenses, as set out in the Services Contract.

“Professional Services” means the advisory, consultancy or other professional Services to be provided by SoftwareOne, whether in connection with Licenses or otherwise, as set out in the Services Contract.

“PyraCloud” is the SoftwareOne Software as a Service (“SaaS”) platform, which provides tracking, management, and consumption analytics for forecasting and budgeting cloud resources for Authorized Contacts.

“Reprise Event” has the meaning set out in Section 1.2(c) of this Services Addendum.

“Scheduled Maintenance” has the meaning set out in Section 1.11.6 of this Services Addendum.

“Service Request” means a formal request from the IT Administrator for Managed Services to be provided as set out in the Services Contract.

“Termination Fee” has the meaning set out in Section 1.10.2(e) of this Services Addendum.

“User Based Licenses” means Licenses that are charged by the number of individuals that have the ability to use the Licenses and the devices upon which the Licenses may be used, depending upon the Licensor.

1.2 Limitations, Exclusions and Assumptions

- a. SoftwareOne makes no express or implied warranty that any of the Services or Deliverables will: (i) provide any cost savings or decrease in software spend; or (ii) cause Customer to be compliant with any regulatory or industry requirements.
- b. Services performed under a Services Contract may be limited by the functionality of any third party software or other tools utilized for performance of the Services or creation of the Deliverables. Additionally, SoftwareOne does not guarantee the accuracy of data collected by any third party tools.
- c. SoftwareOne will not be in breach of its obligations nor incur any liability for any failure or delay in performing the Services or providing the Deliverables, or complying with any other obligations under the Agreement or a Services Contract, as a result of:
 - i) any act, omission or default of Customer, its users or its third parties;
 - ii) any failure or delay of Customer to comply with any of its obligations under the Agreement or a Services Contract; or
 - iii) the nonfulfillment of any assumptions or dependencies set out in the Agreement or a
 - iv) Services Contract,
 - v) each a “Reprise Event”. In such circumstances, and without prejudice to SoftwareOne's other rights and remedies, SoftwareOne will have: (i) the right to a reasonable extension of time to perform its obligations, taking into account the nature of the Reprise Event; and (ii) the right to be paid all reasonable costs, fees or losses sustained or incurred by it as a result of the Reprise Event together with any fees which would have been payable but for such Reprise Event.

1.3 SoftwareOne Obligations

SoftwareOne shall:

- a. assign a primary contact for the Services to be provided under each Services Contract that will serve as the primary point for all communications for the Services;
- b. communicate with Customer as necessary to provide the Services and Deliverables;
- c. advise Customer of information needed to provide the Services and Deliverables;
- d. make reasonable efforts to ensure the data it creates within the Services and Deliverables is materially accurate based on industry standards; and
- e. notify Customer of any issues likely to adversely affect the performance of the Services or creation of the Deliverables.

1.4 Customer Obligations

Customer shall:

- a. designate an employee to be Customer's primary contact for the Services provided under each Services Contract. This individual will be the primary point for all communications for the Services, and must have all necessary authority to act on Customer's behalf in relation to the Services, including the approval of all applicable Service and Deliverables milestones. The Customer shall notify SoftwareOne of any change of the primary contact;
- b. unless otherwise agreed in a Services Contract, identify one or more Billing Administrators, a Contract Administrator, one or more IT Administrators and one or more IT Support Contacts for all Services and Licenses;
- c. properly backup all its data and other system information at all times and Customer agrees that SoftwareOne will not have any liability whatsoever, under any circumstances, for any damages suffered by Customer as a result of improper backups or lost data, for any reason, in connection with the Services, the Deliverables or the Licenses;
- d. provide all information and data needed by SoftwareOne to perform the Services and create the Deliverables in accordance with the project timeline agreed upon by both parties. Customer agrees that SoftwareOne shall not independently investigate or verify such information or data and will be entitled to rely upon the accuracy, integrity and completeness of it in the performance of the Services and creation of the Deliverables;
- e. propose times and agree to a schedule for all necessary training, SoftwareOne access, Services and Deliverables that require Customer's input or participation;
- f. promptly notify SoftwareOne of any issues or circumstances that Customer identifies and believes may impact the performance of either party under the Agreement or a Services Contract; and
- g. enter into a EULA or other agreement with the relevant Licensor(s), as may be required by SoftwareOne or the relevant Licensor(s), prior to accessing, using or receiving the Licenses and associated Services.

1.5 Travel and Expenses

a. Customer will be charged for all travel and related expenses for any SoftwareOne resources delivering the Services. All travel will require pre-approval by both the Customer and SoftwareOne. The charges will be calculated for each resource in accordance with SoftwareOne's travel policy, which will be made available to Customer upon request. Unless otherwise agreed in the Services Contract, Customer will be billed either monthly in arrears or quarterly at the end of the current calendar quarter following the completion of the event and travel.

1.6 Billing and Invoicing

a. Customer shall issue SoftwareOne a purchase order on the execution of each Services Contract. No Services or Deliverables will be provided prior to SoftwareOne's acceptance of Customer's purchase order for the applicable Services and Deliverables. If Customer's normal payment process does not require a purchase order, then Customer shall provide SoftwareOne with a written confirmation stating that a purchase order is not required, and the execution of the Services Contract will be Customer's sole authorization for the Services and Deliverables.

b. The fees for Services and Deliverables will be set out in the Services Contract and will be invoiced by SoftwareOne and payable by Customer in accordance with the milestone payment dates (if any), the billing cycle and payment terms set out in the Agreement and the Services Contract.

c. The fees for associated Licenses will be set out in the EULA, the Order Documents or the Services Contract (as the case may be) and will be invoiced by SoftwareOne and payable by Customer in accordance with the billing cycle and payment terms set out in the Agreement and the EULA, the Order Documents or the Services Contract (as the case may be).

d. If any third-party funding will be used in lieu of direct payment, Customer shall assist SoftwareOne to complete any program requirements for payment. Customer will not be relieved of any payment obligations until such third party funding has been received.

e. Billing cycles for Services and Licenses and their commencement dates will be detailed in the Services Contract, the Order Documents or the EULA (as the case may be) and will be delivered to the Billing Administrator.

1.7 Resource Availability

The assigned resources will be available on Business Days during the business hours and timezone(s) set out in the Services Contract for the specific Service. Business Days will be communicated by SoftwareOne upon request. Any technical support requests are subject to acknowledgement, acceptance, and completion during the business hours as it relates to the selected service level. SoftwareOne reserves the right to maintain reasonable access to its resources engaged in performing the Services and providing the Deliverables as SoftwareOne may require. SoftwareOne may make changes to assigned resources at any time and without agreement from the Customer.

1.8 Acceptance of Deliverables

SoftwareOne will provide Customer with a "Deliverable(s) Acceptance Form" upon completion of each Deliverable or set of Deliverables. Customer shall examine the Deliverable or set of Deliverables, and declare or refuse (for material non-conformities only) the acceptance in writing,

signed by an authorized representative, within ten (10) Business Days after receipt of the Deliverable(s) Acceptance Form. If Customer does not provide a notice of defect within ten (10) Business Days, then the Deliverable(s) and corresponding Services will be deemed accepted.

1.9 Modifications

General

- a. The fees and expenses for the Services and Deliverables are based upon SoftwareOne performing the Services and delivering the Deliverables within the scope set out in the Services Contract. Any deviation from the scope of the Services or Deliverables set out in the Services Contract may result in corresponding changes to the fees, expenses, completion dates, responsibilities, or other provisions of the Services Contract or the Agreement. Any change to the scope of the Services or Deliverables must conform to the change request procedure set out in the Agreement, and will become effective only once both parties have agreed to such changes in writing.
- b. SoftwareOne reserves the right to update, upgrade, add or remove features and functionality or substitute new versions for a Service at any time. Such changes may be subject to additional fees. SoftwareOne shall make reasonable efforts to notify the Customer of any material changes in advance. The Customer shall, at its own cost, upgrade Customer systems and devices to ensure connectivity and compatibility with the Services.

Changes to Licenses

- c. Changes to Licenses used in connection with Managed Services may be initiated at any time by any of Customer's Authorized Contacts.
- d. Additions to User Based Licenses require either:
 - i. a binding purchase order for additional User Based Licenses and related Managed Services; or
 - ii. written notification by one of the Authorized Contacts requesting the additions.
- e. Unless otherwise set out in the relevant EULA, Order Documents or Services Contract (as the case may be), additions to User Based Licenses and related Managed Services will be invoiced pro-rata depending on the defined billing cycle.
- f. Where the relevant Licensor or EULA permits reductions to User Based Licenses, Customer may request a reduction by providing a written notification by one of the Authorized Contacts, provided that:
 - i. Reductions to User Based Licenses do not fall below the minimum User Based Licenses required by the relevant Licensor as set out in the relevant EULA, Order Documents or Services Contract (as the case may be); and
 - ii. Any adjustment in fees for reductions to User Based Licenses and related Managed Services will take effect in accordance with the terms of the Agreement and the EULA, the Order Documents or Services Contract (as the case may be). SoftwareOne will not refund or credit Customer for any fees paid for Licenses unless a refund or credit is provided by the relevant Licensor to SoftwareOne.

Changes in Managed Services

g. If SoftwareOne offers alternative Managed Services relating to Licenses, then Customer may change the Managed Services associated with the Licenses to an alternative SoftwareOne Managed Service at any time (e.g. change in the offering level). Such modifications to the Managed Services may be initiated by any Authorized Contacts. Unless SoftwareOne otherwise agrees in writing, changes to alternative Managed Services will be treated as a termination of the Managed Services then being provided under the Services Contract and will be subject to prior written notice and a Termination Fee in accordance with Sections 1.10.2(e) and the Services Contract.

1.10 Term and Termination

1.10.1 1.10.1 Term

a. This Services Addendum will come into force upon execution of the Services Contract or delivery of the Services (as the case may be) and will remain in effect until termination of the Agreement.

1.10.2 1.10.2 Termination; Suspension; Survival

General

a. SoftwareOne may terminate a Services Contract (in whole or in part) immediately upon written notice if the Customer fails to pay any undisputed amount due under the Services Contract and does not cure such default within ten (10) Business Days of the date payment is due. Prior to any such termination, SoftwareOne may suspend performance of any or all of the Services and withhold Deliverables until the applicable amount is paid in full without prejudice to its right to terminate hereunder.

b. SoftwareOne may terminate a Services Contract (in whole or in part), at any time, and for any reason or no reason, by providing at least thirty (30) days prior written notice to Customer.

c. Subject to 1.10.2 d) and e) below, Customer may at any time, and for any reason or no reason, terminate: (i) a Service under a Services Contract by providing the prior written notice required under the Services Contract for the Service being terminated to SoftwareOne; or (ii) a Services Contract, by providing the longest prior written notice required under the Services Contract for the termination of the Services to SoftwareOne.

d. Notwithstanding any other provision of the Agreement or the Services Contract, Customer may not cancel or terminate a Services Contract (whether in whole or in part) with respect to any Licenses purchased in connection with the Services or for use of the Services or Deliverables. All payment obligations for such Licenses will survive any termination or expiration (whether in whole or in part) of the Services Contract. Notwithstanding this, Customer acknowledges that termination of a Services Contract (whether in whole or in part) may cause Licenses granted in connection with the Services Contract to terminate.

e. Upon any termination of a Services Contract (whether in whole or in part), Customer shall pay SoftwareOne: (i) for all amounts due under the Services Contract up to the date of termination together with the cost of all materials and goods ordered for the performance of the Services and delivery of the Deliverables being terminated for which SoftwareOne has paid or is legally bound to pay (including any cancellation charges and/or other payments SoftwareOne is contracted to make

to its agents, contractors, subcontractors, partners, licensors or suppliers); and (ii) except to the extent SoftwareOne terminates a Services Contract (in whole or in part) for convenience (e.g. not as a result of a Customer default), the termination fees set out in the Services Contract for the Services being terminated (“**Termination Fees**”).

f. Any rights or obligations of either party that have accrued prior to termination will not be affected by the termination (whether in whole or in part) of the Agreement or any Services Contract.

g. Customer shall ensure that any data, which has been stored within any License or Licensor environment, is secured and backed up. Upon termination of a License, Customer data is subject to the data retention policies defined by the Licensor. Customer hereby releases SoftwareOne from all losses and liabilities arising from any deletion of Customer data stored within a License or Licensor’s environment.

Managed Services Specific Termination

h. SoftwareOne may terminate a Managed Service involving User Based Licenses if Customer falls below the minimum users required, as set out in the relevant EULA, Order Documents or Services Contract (as the case may be).

i. SoftwareOne may suspend and/or terminate a Managed Service involving Consumption Based Licenses if Customer does not have any consumption (as defined by the Licensor) for usage for six (6) consecutive months.

j. Customer also understands that termination of a Managed Service may result in the termination or suspension of access to the Licenses associated with the Managed Service and a partial or complete loss of Customer data stored within the License or the Licensor’s environment.

k. Customer will be invoiced and shall pay all License fees for the remainder of the term for Licenses.

1.11 Managed Services Specific Terms

Unless otherwise set out in the Services Contract, this Section applies to all Managed Services provided by SoftwareOne under a Services Contract.

1.11.1 Pricing for Licenses used in connection with Managed Services

Licensors may provide a price guarantee for Licenses used in connection with Managed Services for a specific period (e.g. twelve (12) months) from the effective date of the License term. If a Licensor modifies its prices for the Licenses during the term of the Services Contract, then SoftwareOne shall use reasonable efforts to provide Customer with notice of the modification within twenty (20) Business Days of becoming aware of such modification.

1.11.2 Administrative Access for Licenses used with Managed Services

Customer shall provide SoftwareOne with administrative or co-administrative access to the tenant of the Licenses used in connection with Managed Services as reasonably necessary for SoftwareOne to provide such Managed Services. Administrative access allows SoftwareOne to provide its Managed Services for the Licenses and identifies SoftwareOne as Customer’s support partner to

the relevant Licensor. SoftwareOne may require co-administrator permissions depending upon the nature of the Licenses.

1.11.3 Service Level Metrics for Managed Services

SoftwareOne prioritizes initial response times so that they are consistent with an Incident or Service Request priority level. SoftwareOne strives to meet its response time objectives using commercially reasonable efforts given the conditions and severity of the situation.

1.11.4 Incident Management for Managed Services

The times listed in the table below are objectives for both initial response and frequency of updates to Customer and do not indicate the time required to resolve an Incident.

Incident Level Metrics				
Priority	Description	Examples	Initial Response Time	Customer Updates
E1*	Emergency event	License outage notification.	≤30 minutes	1 hour until resolved
P1*	Critical	Incident is causing a significant impact on the productivity of more than ten (10) users within the supported Licenses. Storage performance issue within the supported Licenses.	≤1 hour	2 hours until resolved
P2	Urgent	A single user is experiencing partial disruption within the supported Licenses. Load balancer configuration / health issue within the supported Licenses.	2 hours	4 hours until resolved
P3	Important	A single user is experiencing partial disruption, but an acceptable workaround exists within the supported Licenses. A single virtual machine is offline with an availability set within the supported Licenses.	4 hours	8 hours until resolved
P4	Billing	Classification for all Billing enquiries.	4 hours	8 hours until resolved
P5	Advisory	Used to classify user feedback or feature requests.	48 hours	As needed

* E1 and P1 Incidents raised through telephone only.

1.11.5 Service Request Management

The times listed in the table below are objectives for both initial response and frequency of updates to customers and do not indicate the time required to resolve a Service Request.

Service Request Level Metrics				
Priority	Description	Examples	Initial Response Time	Customer Updates
S1*	Critical	Request to change administrator privileges within the supported Licenses.	≤1 hour	2 hours until resolved
S2	Urgent	Request to change user privileges within the supported Licenses. Request to change load balancer or storage configuration within supported Licenses.	4 hours	4 hours until resolved

S3	Important	Request to change configuration item within the supported Licenses. Request to provision a virtual machine instance within supported Licenses.	8 hours	8 hours until resolved
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*S1 Services Requests raised through telephone only.

1.11.6 Scheduled Maintenance

SoftwareOne must undertake maintenance work from time to time in order to maintain the performance of the Managed Services (“Scheduled Maintenance”). Customer agrees that Scheduled Maintenance may result in the temporary unavailability of part or all of the Managed Services while it is being undertaken. SoftwareOne shall give Customer reasonable advance notice of Scheduled Maintenance where possible. SoftwareOne shall use its reasonable efforts to ensure that any downtime is kept to a minimum and to off-peak times. Customer agrees that time in which Scheduled Maintenance is undertaken will not be counted in measuring the achievement of any service levels. SoftwareOne will have the right to suspend Scheduled Maintenance in the event of a current E1 or P1 Incident and reschedule for a later time or date.