

# SERVICE CATALOG

## CLOUD MANAGED SERVICES



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# 1. SERVICE OVERVIEW

This Service Catalog contains the description of the elements of the SoftwareOne Cloud Managed Services as may be amended from time to time - by SoftwareOne.

SoftwareOne's Cloud Managed Services are available in three (3) Service tiers ("**Service Tiers**"), an essentials tier ("**Essentials Tier**"), an advanced tier ("**Advanced Tier**") and a premium tier ("**Premium Tier**").

The Essentials Tier consists of Incident and Service Request Management, Spend Anomaly Detection and Spend Management core Service modules. The Advanced Tier consists of the Essentials Tier core Service modules together with the Cost Optimization, Governance and Compliance, Infrastructure Monitoring, Patch Management, Backup Management, Cloud Navigator and Well Architected Review core Service modules. The Premium Tier consists of the Advanced Tier core Service modules together with SoftwareOne Landing Zone Management, Enhanced Security Management, Operating System Management, Container Management, Network Management, Database Management, Virtual Desktop Management, Anti-Virus Management and Applications and Middleware Management.

During onboarding the Customer selects the Service Tier(s) available (as set out in the Services Contract) for each of its in-scope Cloud Accounts.

## 2. CORE SERVICE MODULES

### 2.1 Incident and Service Request Management

In the Incident and Service Request Management Service module SoftwareOne responds to Incidents and Service Requests raised by Customer or raised by SoftwareOne programmatically through the delivery of the core Service modules (depending on the Service Tier selected).

Customer can raise Incidents and Service Requests through SoftwareOne's Cloud Management Portal ("**CMP**") or by contacting the SoftwareOne support team directly by email or by phone (P1 Incidents must be raised through telephone only). When Customer raises an Incident or a Service Request it must provide sufficient detail for SoftwareOne to be able to route it appropriately, including an assessment of the Impact so that it can be correctly prioritised by the SoftwareOne Support Team in accordance with the definitions in Section 5 (Service Levels).

SoftwareOne will attempt to resolve Incidents internally first. However, where this is not possible because the Incident relates to the underlying Cloud Platform the Incident will be escalated to Cloud Provider Support. Service Requests will be processed in accordance with SoftwareOne's standard internal procedures.

Throughout the Incident and Service Request Management process SoftwareOne will provide progress updates to Customer at an agreed frequency, including notification of when the Incident or Service Request has been resolved.

SoftwareOne will close the Incident or Service Request record after receipt of Customer's confirmation of resolution, except that SoftwareOne shall be entitled to close tickets where it has reached out to Customer three (3) times for more information or to implement an action (during any phase of the Incident and Service Request Management process) or for confirmation of closure and Customer has failed to respond, i.e. SoftwareOne applies the three (3) strike rule of Incident and Service Request Management.

Customer can raise an unlimited number of Incidents and Service Requests. SoftwareOne will use its reasonable endeavors to respond to Incidents and Service Requests in accordance with the Service Levels set out in Section 5 (Service Levels).

Incident and Service Request Management is limited to restoring or managing the restoration of Supported Cloud Services and/or the SoftwareOne Cloud Managed Service to normal operation, and resolving Service Requests as per the definitions in Appendix 1, 2 and/or 3 (dependent on the Cloud Platform in use by Customer).

## 2.2 Spend Anomaly Detection

In the Spend Anomaly Detection Service module SoftwareOne monitor Customer's Cloud Accounts for excessive spend, anomalous compute usage and suspected crypto-mining that may indicate the Cloud Account has been compromised or that its resources may be being used for fraudulent activity. SoftwareOne uses the Cloud Provider's Spend API and the Cloud Provider's Spend Anomaly Controls to identify excessive spend, anomalous compute usage and suspected crypto-mining. Should spend in a specific month exceed three (3) times the spend in the previous month or should the Cloud Provider's Spend Anomaly Controls generate an alert SoftwareOne will contact Customer to confirm whether the spend was expected and if it was not SoftwareOne will create an Incident, investigate further and attempt to resolve the issue via the Incident and Service Request Management process.

## 2.3 Spend Management

In the Spend Management Service module SoftwareOne provides Customer with access and use of the Spend Management Feature within its Spend Management and Cost Optimization Platform enabling Customer to: (i) analyse and optimize cloud costs; (ii) discover, structure and govern cloud resources; (iii) define business units and map cloud resources to them; (iv) establish budgets for each business unit; (v) divide costs for shared cloud resources; and (vi) chargeback cloud costs to business units.

During onboarding SoftwareOne will provide a one (1) hour user training session to nominated Customer Authorized Contacts through a SoftwareOne conferencing solution.

For the Advanced Tier and the Premium Tier SoftwareOne will configure the Spend Management Feature during onboarding. For the Essentials Tier this remains Customer's responsibility.

## 2.4 Cost Optimization

In the Cost Optimization Service module SoftwareOne provides Customer with access and use of the Cost Optimization Feature within its Spend Management and Cost Optimization Platform enabling Customer to identify potential cost optimization opportunities including Right-Sizing and Right-Costing recommendations.

During onboarding SoftwareOne will provide a one (1) hour user training session to nominated Customer Authorized Contacts through a SoftwareOne conferencing solution together with a cost optimization workshop (limited to four (4) hours) to provide a view of possible optimization/savings opportunities, current usage, possible savings strategies and resource information.

Following onboarding SoftwareOne will conduct bi-annual cloud cost optimization feasibility reviews with Customer and prepare and present findings and recommendations.

## 2.5 Governance and Compliance

In the Governance and Compliance Service module SoftwareOne applies Governance and Compliance Standards to monitor configuration changes across supported, in-scope cloud resources. If a configuration change violates any of the Governance and Compliance Standards implemented SoftwareOne shall report its findings to Customer. Customer may request the remediation of the violation according to its severity (as defined by SoftwareOne) as follows:

- Medium and High Severity: SoftwareOne will create an Incident record, notify Customer, and remediate the violation if requested by Customer.
- Low Severity: SoftwareOne will add details of the violation to the compliance report.

SoftwareOne provides reports detailing non-compliance and trends over time. Customer can request for cloud resources and/or Governance and Compliance Standards to be excluded by raising a Service Request.

## 2.6 Infrastructure Monitoring

In the Infrastructure Monitoring Service module SoftwareOne uses Monitoring Software to monitor the performance of supported cloud resources with the aim of optimizing their operation by identifying issues and automatically creating Incidents for resolution in accordance with Section 5 (Services Levels)

During onboarding SoftwareOne deploys monitoring agents and the default baseline configuration of alert thresholds as defined in the Operations Definition agreed during onboarding. After receiving an alert SoftwareOne determines whether the alert has a known impact, an unknown impact or no impact.

- Alerts that have a known impact lead to the creation of an Incident and the commencement of the Incident and Service Request Management process by SoftwareOne.
- Where alerts have an unknown impact SoftwareOne will notify Customer. If the Customer confirms there is indeed an impact an Incident record will be created and the Incident and Service Request Management Process will be commenced by SoftwareOne. If the Customer confirms that there is no impact or does not respond to the alert within three (3) days the alert will be closed.
- Alerts with no impact will be ignored.

Customer may request changes to the baseline configuration at any time by raising a Service Request.

For Cloud Accounts allocated to the Premium Tier Customer can request that custom infrastructure resources within these Cloud Accounts that are not part of the baseline configuration also be monitored. The parties shall agree the custom infrastructure resources to be monitored (if any) during onboarding and record these in the Operations Definition.

## 2.7 Patch Management

In the patch management Service module SoftwareOne uses Patch Software to update supported operating systems running within in-scope virtual machines with the latest security patches. During onboarding SoftwareOne deploys

Patch Software agents and CMS Tags to supported virtual machines within in-scope Cloud Accounts. Customer defines up to three (3) patch waves including the week of the month, day of the week and start and end time each patch wave should run and any change freeze windows that should be observed from available configurations. SoftwareOne stores this configuration in the Operations Definition which Customer can change as required after onboarding by raising a Service Request.

For Cloud Accounts allocated to the Premium Tier Customer can request custom/additional patch waves which are not part of the baseline configuration. The parties shall agree the custom/additional patch waves (if any) during onboarding and record these in the Operations Definition.

Following onboarding Customer configures the CMS Tags to define which virtual machines should be patched, allocating them to one (1) of three (3) patch waves to control the order in which virtual machines are updated.

SoftwareOne monitors for available vendor patches and installs patches according to the patch waves defined by Customer.

SoftwareOne creates a snapshot of the virtual machine prior to patching, monitors the patch installation, and notifies Customer of the outcome. If the patch fails, SoftwareOne investigates the failure, attempts to remediate it, or restores the virtual machine as needed.

Patching is considered a standard change and as such SoftwareOne will not request prior approval from Customer to execute a patch wave, instead SoftwareOne shall notify Customer prior to patching and, should Customer wish to cancel a patch wave, it must inform SoftwareOne at least twenty-four (24) hours in advance.

Important: It is Customers responsibility to assess the impact of applying, not applying or delaying each patch. SoftwareOne shall not be liable or responsible for any issues (including any losses) which may arise following the installation of a patch or a decision to not apply of delay a patch.

SoftwareOne provides reports of patch compliance coverage and failed patches and advises Customer of the recommended course of action for any issues that arise.

## 2.8 Backup Management

In the Backup Management Service module SoftwareOne uses Backup Software to create backups of supported cloud resources based on Customer defined schedules and retention periods from available configurations.

During onboarding SoftwareOne deploys Backup Software agents and CMS Tags to supported cloud resources within in-scope Cloud Accounts. Customer defines up to three (3) backup schedules including the frequency, the start and end time each backup should run and the retention period for each backup from available configurations. SoftwareOne stores this configuration in the Operations Definition which Customer can change as required after onboarding by raising a Service Request.

Following onboarding Customer configures the CMS Tags to define which cloud resources should be backed up, allocating them to one (1) of three (3) backup plans to control when and how each cloud resource is backed up.

For Cloud Accounts allocated to the Premium Tier Customer can request custom/additional backup schedules which are not part of the baseline configuration. The parties shall agree the custom/additional backup schedules (if any) during onboarding and record these in the Operations Definition.

SoftwareOne executes backups according to the defined schedule, monitors all backup jobs, and, when a backup job fails an Incident will be created and SoftwareOne will investigate the issue in accordance with the Incident and Service Management process. Should a cloud resource fail SoftwareOne shall use snapshots to perform a restore, if needed.

SoftwareOne provides a backup coverage report to show in-scope and out of scope cloud resources and a backup details report to show the status of backups by cloud resource.

## 2.9 Cloud Navigator

In the Cloud Navigator Service module SoftwareOne provide access to the Cloud Navigator platform that empowers Customer users to model and assess Customer's application portfolio, (encompassing both on-premise and in-cloud resources,) and strategize the migration or modernisation of applications. Cloud Navigator uses a detailed scoring model to help Customer understand the possible risk and complexity and assess each application's transformation options against the 7Rs — Rehost, Replatform, Refactor, Relocate, Repurchase, Retire and Retain.

SoftwareOne guide Customer users through the Cloud Navigator platform, to gather application patterns and dependencies, to present a holistic view of the application landscape and identify potential migration or modernization opportunities based on agreed Customer business drivers. SoftwareOne will provide recommended possible application optimisations along with a suggested transformation schedule.

A SoftwareOne consultant shall dedicate up to five (5) Business Days to assist Customer in the process of importing servers and applications from both on-premise and in-cloud resources to setup the Cloud Navigator platform. Additionally, the SoftwareOne consultant shall collaborate with the Customer to gather dependencies and survey application characteristics and patterns, enabling the scoring against the 7Rs for a maximum of ten (10) Customer applications. It is important to note that this Service module does not include migration or modernization.

## 2.10 SoftwareOne Landing Zone Management

In the SoftwareOne Landing Zone Management Service module SoftwareOne will apply IaC modifications to the SoftwareOne Landing Zone in accordance with Customer requirements agreed during onboarding and recorded in the Operations Definition or SoftwareOne best practices. SoftwareOne will upgrade the SoftwareOne Landing Zone up to two (2) times per annum.

Customer can request the configuration changes listed in the Core In-Scope Change Catalog in Appendix 4 during the Term.

## 2.11 Enhanced Security Management

In the Enhanced Security Management Service module SoftwareOne configures and manages the following cloud native security tools within Customer's Cloud Accounts in accordance with Customer requirements agreed during onboarding and recorded in the Operations Definition: security policies, identity and access management, vulnerability management, intelligent threat detection, single sign-on, web application firewall and management of cloud Active Directory and connectors.

Customer can request the configuration changes listed in the Core In-Scope Change Catalog in Appendix 4 during the Term.



## 2.12 Operating System Management

In the Operating System Management Service module SoftwareOne will apply IaC modifications to the machine image or user data within Customer's Cloud Accounts in accordance with Customer requirements agreed during onboarding and recorded in the Operations Definition or SoftwareOne best practices. SoftwareOne will monitor and manage the in-scope Operations Agents on the operating system and manage the Active Directory connection. Customer may also request SoftwareOne to execute scripts not written by SoftwareOne.

Customer can request the configuration changes listed in the Core In-Scope Change Catalog in Appendix 4 during the Term.

## 2.13 Container Management

In the Container Management Service module SoftwareOne provides IaC based creation and management of cloud native supported containers within Customer's Cloud Accounts. This consists of the management of clusters, container associated services, repositories and container configuration parameters.

Customer can request the configuration changes listed in the Core In-Scope Change Catalog in Appendix 4 during the Term.

## 2.14 Network Management

In the Network Management Service module SoftwareOne incorporates the monitoring and IaC based administration of all cloud native network services within Customer's Cloud Accounts.

Customer can request the configuration changes listed in the Core In-Scope Change Catalog in Appendix 4 during the Term.

## 2.15 Database Management

In the Database Management Service module SoftwareOne delivers monitoring and IaC administration of cloud native databases and databases/clusters on VMs within Customer's Cloud Accounts. This consists of modifying database parameters and the backup and restore of entire databases.

Customer can request the configuration changes listed in the Core In-Scope Change Catalog in Appendix 4 during the Term.

## 2.16 Virtual Desktop Management

In the Virtual Desktop Management Service module SoftwareOne provides monitoring and IaC administration of the cloud native virtual desktop infrastructure within Customer's Cloud Accounts. SoftwareOne will manage the Active Directory connection, the troubleshooting of access issues and the deployment of virtual desktops based on Customer configured VDI image.

Customer can request the configuration changes listed in the Core In-Scope Change Catalog in Appendix 4 during the Term.

## 2.17 Anti-Virus Management

In the Anti-Virus Management Service module SoftwareOne installs anti-virus agents within Customer's Cloud Accounts using the default configuration and changes of anti-virus configuration as advised by the vendor in their standard documentation.

Customer can request the configuration changes listed in the Core In-Scope Change Catalog in Appendix 4 during the Term.

## 2.18 Applications and Middleware Management

In the Applications and Middleware Management Service module SoftwareOne provides the IaC based installation or upgrade of a virtual desktop machine image within Customer's Cloud Accounts in accordance with the exact commands provided by the Customer and recorded in the Operations Definition.

Customer can request the configuration changes listed in the Core In-Scope Change Catalog in Appendix 4 during the Term.

## 2.19 Well Architected Review

In the Well-Architected Review Services module, SoftwareOne will assess a Customer selected workload against the Well-Architected pillars of Cost Optimization, Operational Excellence, Performance Efficiency, Reliability and Security.

SoftwareOne utilises the Cloud Provider's Well-Architected Framework and tooling to perform the review. The review starts with an online questionnaire responded to by Customer and is followed by an assessment phase performed by SoftwareOne. The review concludes with a presentation where SoftwareOne will present findings including actionable recommendations and an agreed remediation owner and timeline.

SoftwareOne will perform the Well-Architected Review a maximum of once every six (6) months at a mutually agreed time on request by the Customer.

SoftwareOne will spend up to three (3) Business Days, supporting Customer through the process, analysing the answers and providing recommendations back to the Customer. Implementing any recommendations is out of scope of the Services.

### 3. SERVICE MANAGEMENT

Customer will be provided with access to: (i) a designated named Service Delivery Manager should any of its Cloud Accounts be assigned to the Advanced Tier or the Premium Tier; or (ii) a pool of Service Delivery Managers should its Cloud Accounts be only assigned to the Essentials Tier, to address any issues or concerns it has with the Service.

The scope of Service Management is dependent on the Service Tier selected as detailed below.

#### Essentials Tier

Activity	Frequency	Description
<b>Escalation Management</b>	As Required	Respond to issues or concerns Customer has with the Service. Escalations can be made by emailing <a href="mailto:escalation@softwareone.com">escalation@softwareone.com</a> or contacting the standard SoftwareOne support phone numbers.
<b>Annual Appraisal</b>	Annually	Conduct a Service appraisal to analyze if the Service Tier Customer's Cloud Accounts are allocated to is still appropriate. Appraisals shall be conducted sixty (60) days prior to the annual anniversary of the Service Contract Effective Date.

#### Advanced Tier

All of the Essentials Tier Service Management activities plus:

Activity	Frequency	Description
<b>Operational Meeting</b>	Monthly	Review Incident and Service Request reports and Service Levels.  Duration: thirty (30) – forty-five (45) minute meeting.
<b>Service Review</b>	Quarterly	Review overall Service performance and quality, analyze core Service module reporting and metrics to identify possible areas for improvement.  Duration: one (1) hour meeting.

#### Premium Tier

All of the Essentials Tier Service Management activities plus:

Activity	Frequency	Description
<b>Operational Meeting</b>	Fortnightly	Review Incident and Service Request reports and Service Levels.  Duration: thirty (30) – forty-five (45) minute meeting.
<b>Service Review</b>	Monthly	Review overall Service performance and quality, analyze core Service module reporting and metrics to identify possible areas for improvement.  Duration: one (1) hour meeting.

## 4. SERVICE ONBOARDING AND OFFBOARDING

### 4.1 Onboarding

Service Onboarding consists of a series of workshops and Service set-up activities coordinated by a dedicated onboarding project manager who remains Customer's single point of contact throughout the onboarding process. Onboarding is a one-time activity with different scope depending on the Service Tier selected as detailed below. Following onboarding Customer may add Cloud Account(s) to the onboarded Service Tier(s) by raising a Service Request and providing SoftwareOne with thirty (30) days' prior written notice.

#### Essentials Tier – Onboarding Scope:

- Conduct a two (2) hour onboarding session for nominated Authorized Contact(s) delivered through SoftwareOne conferencing solution to provide an overview of the Cloud Management Portal and SoftwareOne Spend Management Feature and to gather requirements to allow the Essentials Service to be configured.
- Assist Customer to configure SoftwareOne's Administrative Access into Customer's Cloud Platform according to the details set out in the Appendix 1, 2 and/or 3 (dependent on the Cloud Platform in use by Customer).
- Establish SoftwareOne's Cloud Account billing relationship (if Customer is transferring billing of any of its Cloud Accounts to SoftwareOne).
- Provide credentials to up to five (5) nominated Authorized Contact(s) for the Cloud Management Portal and Spend Management Feature.
- Provide access URL's to the SoftwareOne Spend Management Feature and Cloud Management Portal, and email address and telephone contact number information to access SoftwareOne support to nominated Authorized Contact(s).

#### Advanced Tier – Onboarding Scope:

All of the Essentials Tier onboarding activities plus:

- Conduct a two (2) hour kick off session to overview the Advanced Tier Service modules and agree Customer Key Stakeholders to support SoftwareOne in configuring the core Service modules.
- Interview Customer's Key Stakeholders to gather requirements for Governance and Compliance, Backup Management, Patch Management, Infrastructure Monitoring, Spend Management and Cost Optimization Service modules (up to two (2) hours per Service module).
- Document agreed Customer requirements for each Service module and store in the Operations Definition for approval by Customer (such approval not to be unreasonably withheld or delayed).
- Assist Customer to create a suitable cloud based repository for the Backup Management Core Service Module to store backups.
- Install and configure tooling required to provide Advanced Tier Services, including agents and CMS Tags.
- Demonstrate how to change CMS Tag values to configure core Service modules.
- Configure Advanced Tier Services as agreed with Customer (limited to the configuration options defined in the Operations Definition) including patch waves and backup schedules.

- Design and configure a tagging scheme to support the SoftwareOne Spend Management Feature.
- Design and configure a custom group structure and budgets in the SoftwareOne Spend Management Feature to assist Customer to govern, budget, track spend and charge back / show-back cloud costs to different Customer business units.
- Create a strategy to normalize existing tagging structure to a common tagging framework in the SoftwareOne Spend Management Feature.
- Automate tagging within the SoftwareOne Spend Management Feature using rules, policy management etc. to perform tagging normalization including the identification of misspelled, duplicate tag keys present in in-scope Cloud Accounts and the application of required/applicable tags to resources/unassigned resources.
- Configure the SoftwareOne Cost Optimization Feature for Cloud Account(s) being onboarded.
- Conduct cost optimization workshop to provide a view of possible optimization/savings opportunities, current usage, possible savings strategies and resource information.
- Conduct Customer training and enablement for SoftwareOne Cost Optimization Feature (one (1) session of up to two (2) hours).
- Enable the SoftwareOne Cloud Navigator platform and provide access URL's to nominated Authorized Contact(s).
- Conduct Customer training and enablement for SoftwareOne Cloud Navigator (one (1) session of up to three (3) hours).

### **Premium Tier – Onboarding Scope:**

All of the Advanced Tier onboarding activities plus:

- Conduct a two (2) hour kick off session to overview the workloads in-scope and agree Customer Key Stakeholders.
- Subject to the SoftwareOne Landing Zone and Workload Transition dependencies set out in Section 6.2 (Dependencies) (and without prejudice to the assumptions, other dependencies and exclusions set out in Section 6), review Customer workload documentation playbooks and runbooks, conduct knowledge transfer sessions and create playbooks and runbooks for the Service.
- Conduct an operational test of the in-scope workloads and hand over to the SoftwareOne operations team.

## **4.2 Offboarding**

Following onboarding, and subject to the below, Customer may downgrade Cloud Account(s) from the onboarded Service Tier(s) by raising a Service Request and providing SoftwareOne with thirty (30) days' prior written notice.

Service Offboarding disables the Service Tier for the Cloud Account to be offboarded as detailed below.

Offboarding all Cloud Accounts or a Cloud Account from the Essentials Tier (i.e. to no Service) is deemed to be a termination (in whole or in part, as the case may be) of the Services Contract. The Services Contract will detail the termination rights and obligations of the parties (including any right to terminate a Services Contract (in whole or in part) for convenience), and therefore the right to offboard Cloud Account(s) from the Essentials Tier (i.e. from the Services) will be subject to such terms.

On the expiry or termination (whether in whole or in part) of the Services Contract the Offboarding activities set out in the Offboarding scope for the relevant Service Tier(s) will apply.

#### **Essentials Tier – Offboarding Scope:**

- Agree date with Customer for offboarding to occur (at least thirty (30) days' prior written notice is required, to be provided via a Service Request).
- Remove credentials for nominated Authorized Contact(s) from the Cloud Management Portal and SoftwareOne Spend Management Feature.
- Remove Customer Cloud Account(s) from SoftwareOne systems.

**IMPORTANT:** Should Customer offboard a Cloud Account where billing has been transferred to SoftwareOne it is Customer's responsibility to transfer their Cloud Account to another partner or to the Cloud Provider or migrate their resources to another Cloud Account. SoftwareOne will continue to invoice Customer for all fees, expenses, Taxes and other charges (including any consumption) in a Cloud Account where billing has been transferred to SoftwareOne.

#### **Advanced Tier – Offboarding Scope:**

Offboarding from the Advanced Tier has the effect of downgrading the Service to the Essentials Tier. It includes the following activities:

- Agree date with Customer for offboarding to occur (at least third (30) days' prior written notice is required, to be provided via a Service Request).
- Disable the Advanced Tier Service modules.
- Revoke access to the SoftwareOne Cost Optimization Feature and SoftwareOne Cloud Navigator platform.
- Delete all SoftwareOne stored configuration for Advanced Tier Service modules save for backups which will be retained in accordance with the Backup Software provider's terms

#### **Premium Tier – Offboarding Scope:**

Offboarding from the Premium Tier has the effect of downgrading the Service to either the Essentials Tier or the Advanced Tier (depending on the Service Tier Customer wishes to downgrade to). It includes the following activities:

- Agree date with Customer for offboarding to occur (at least third (30) days' prior written notice is required, to be provided via a Service Request).
- Disable the Premium Tier Service modules.
- Removal of SoftwareOne's Landing Zone code repository from Customer's Cloud Accounts.
- Return Customer's IaC (if any provided by Customer).

## **5. SERVICE LEVELS**

### **Availability of Support Services**

The SoftwareOne Cloud Managed Services support teams are available 24 x 7 x 365 to respond to Incidents and Service Requests. Designated Service Delivery Managers are available during normal working hours in their host

locations. SoftwareOne uses commercially reasonable efforts to ensure Service Delivery Managers are located in similar or identical time zones to that of the Customer.

## Language

All SoftwareOne Services are delivered in English. SoftwareOne provides additional language support in German, Portuguese and Spanish in certain time zones using commercially reasonable efforts.

## Incidents and Service Requests

Incident and Service Request Priority Levels are determined by their Impact and Urgency as set out in the tables below where Customer defines the Impact and SoftwareOne defines the Urgency. SoftwareOne strives to meet its Response Time objectives using commercially reasonable efforts given the Priority Level defined.

### Incidents Impact Definitions

Impact	Description	Detailed description
Critical	Business critical system is down	An infrastructure service that is essential to the operations of the business (e.g. supports key business functions such as email, finance or Customer service) is unavailable.
High	Production system down	An infrastructure service that provides a service to the business but is not essential to the daily operations or core functions of the business (e.g. training systems, project management tools and internal content management systems) is unavailable.
Medium	Production system impaired	A business critical or production system is available but not functioning optimally. It may be experiencing downtime or other problems that limit its ability to provide service to its users.
Low	System impaired	A non-production system (e.g. a test environment, a training environment or a research application) is available but not functioning optimally. It may be experiencing downtime or other problems that limit its ability to provide service to its users.

### Incident Urgency Definitions

Urgency	Description	Detailed Description
Critical	No viable workaround and effected work is time sensitive	An issue is affecting work that is time sensitive and critical to the operations of the business (e.g. processing urgent financial transactions, processing Customer orders) and there is no viable work-around and/or the user is a VIP user.
High	Workaround available and effected work is time sensitive	An issue is affecting work that is time sensitive and critical to the operations of the business (e.g. processing urgent financial transactions, processing Customer orders) but there is a viable work-around (e.g. a backup system or alternate manual process).
Medium	No viable workaround and effected work is not time sensitive	An issue is affecting work that is not time sensitive (e.g. data entry, research, test and development) and there is no viable work-around. This type of work does not have an immediate deadline and can be completed within a flexible timeframe.
Low	Workaround available and effected work is not time sensitive	An issue is affecting work that is not time sensitive (e.g. data entry, research, test and development) and there is a viable work-around (e.g. a backup system or alternate manual process). This type of work does not have an immediate deadline and can be completed within a flexible timeframe.

## Incident Priorities

Incident priorities will be derived using the following matrix where the Customer specifies the Impact and SoftwareOne specifies the Urgency.

Priority	Impact				
		Critical	High	Medium	Low
Urgency	Critical	P1	P2	P2	P3
	High	P2	P2	P3	P3
	Medium	P2	P3	P3	P4
	Low	P3	P3	P4	P4

## Incident Service Levels

The times listed in the table below are objectives for initial Response to Customer and do not indicate the time required to Resolve an Incident.

### All Service Tiers:

Priority Level	Description	Response Time (Elapsed minutes/hours)
P1	Critical	15 mins
P2	High	1 hr
P3	Medium	4 hrs
P4	Low	24hrs

### Premium Tier:

The Premium Tier also includes Resolution Times for Incidents as set out in the table below.

Priority Level	Description	Resolution Time (Elapsed minutes/hours)
P1	Critical	4 hrs
P2	High	12 hours
P3	Medium	2 days
P4	Low	10 days

### Resolution Time Service Level:

Subject to a minimum of twenty (20) Incidents per Priority Level per Measurement Period, SoftwareOne shall meet ninety per cent (90%) of the Incident Resolution Times in each Measurement Period.

### Service Credits:

If as a result of a SoftwareOne default, the Resolution Time Service Level for a Measurement Period falls short of the relevant Resolution Time Service Level set out in the table below Customer will be entitled to claim the Service Credits set out in the table depending on the percentage Resolution Time Service Level achieved:

Resolution Time Service Level achieved / Measurement Period	Service Credit (as a % of monthly managed Service charges)



100.00% ≤ 90.00%	No Service Credit, the result is within the Service Levels for the Measurement Period
89.99% ≤ 85.00%	5%
84.99% ≤ 80.00%	10%
79.99% and below	20%

Calculation of Resolution Time Service Level for a Measurement Period:

Subject to a minimum of twenty (20) Incidents per Priority Level during the Measurement Period, Resolution Time Service Level % = [(Number of total Incidents Resolved during the Measurement Period – Number of total Incidents Resolved with breached Resolution Time during the Measurement Period) / Total Incidents Resolved during the Measurement Period] x 100

The Service Credits due hereunder are Customer's sole remedy and are in full and final settlement of any damages arising as a result of the failure to provide the Services in accordance with the Service Levels during the Measurement Period to which they relate.

To be entitled to a Service Credit Customer must notify SoftwareOne of any claims for Service Credits within fifteen (15) days of the monthly Operational Meeting. SoftwareOne shall issue a credit note on Customer's next invoice where a Service Credit is due.

The parties acknowledge that the Service Credits referred to in this section are a genuine pre-estimate of the loss likely to be suffered by Customer for any failure to achieve the Service Levels and that the figures herein are reasonable.

### Service Request Impact Definitions

Impact	Detailed description
High	If not executed there will be a significant impact on the business (e.g. restoring critical information from backup).
Medium	If not executed there will be a moderate impact on the business (e.g. changing a patch wave).
Low	If not executed there will be no material impact on the business (e.g. a simple request for information, provisioning new infrastructure or services or querying an invoice).

### Service Request Urgency Definitions

Urgency	Description
High	The request is critical and requires immediate attention. Failure to address the request promptly may result in significant disruption to business operations or impact business-critical systems and/or the user is a VIP user.
Medium	The request is important but does not require immediate attention. Failure to address the request within a reasonable timeframe may result in some level of disruption to business operations or impact non-business-critical systems.
Low	The request is non-critical and can be addressed within a flexible timeframe. Failure to address the request promptly may result in some inconvenience or delay, but it does not impact business operations or critical systems.

### Service Request Priorities

Service Request priorities will be derived using the following matrix where the Customer specifies the Impact and SoftwareOne specifies the Urgency.

Priority	Impact			
Urgency		High	Medium	Low
	High	S1	S2	S2
	Medium	S2	S2	S3
	Low	S2	S3	S3

## Service Request Service Levels

The times listed in the table below are objectives for initial response to Customer and do not indicate the time required to implement a Service Request.

Priority	Description	Response Time (Elapsed minutes/hours)
S1	High	8 hrs
S2	Medium	24 hrs
S3	Low	48 hrs

## Service Level Definitions:

“**Clock Stop**” means, for the purpose of calculating Service Levels achieved, time during the following periods which shall not count towards the Service Level and shall be considered time when the clock is stopped:

- where SoftwareOne is waiting on information, a response (including confirmation of Resolution), the implementation of a resolution or the completion of any required tasks by Customer, an end user or a third party (including when an Incident is escalated to the Cloud Provider where the time is paused until the Cloud Provider resolves the issue or returns it to SoftwareOne for further action);
- any period of Scheduled Maintenance;
- time in connection with a Reprieve Event or Force Majeure;
- time outside of the SoftwareOne helpdesk and support availabilities (where the helpdesk and support service is not provided 24 x 7 x 365).

“**Measurement Period**” means a calendar month.

“**Response**” means the initial response by SoftwareOne to an Incident or Service Request raised by Customer.

“**Response Time**” means the elapsed time between an Incident log or a Service Request being received by SoftwareOne and the initial Response by SoftwareOne to that Incident or Service Request (as the case may be), excluding any Clock Stop time.

“**Resolution**” or “**Resolve**” means normal operation has been restored by a workaround or a permanent fix and the Incident status has been set to resolved by SoftwareOne.

“**Resolution Time**” means the elapsed time between an Incident log being received by SoftwareOne and it being Resolved, excluding any Clock Stop time.

## 6. ASSUMPTIONS, DEPENDENCIES AND EXCLUSIONS

## 6.1 Assumptions

The following is assumed:

### All Service Tiers

- SoftwareOne will provide access to the Cloud Management Portal, SoftwareOne Spend Management Feature (all Service Tiers), Cost Optimization Feature (Advanced Tier and Premium Tier only) and SoftwareOne Cloud Navigator platform (Advanced Tier and Premium Tier only) to up to five (5) nominated Customer Authorized Contacts.
- All SoftwareOne Services are delivered remotely.

### Advanced Tier and Premium Tier

- The following operating systems are supported by the Patch Management, Backup Management and Infrastructure Monitoring Service modules.
  - Windows Server: 2008 R2, 2012, 2012 R2, 2016, 2019, 2022
  - Ubuntu: 14.04 LTS, 16.04 LTS, 18.04 LTS, 20.04 LTS
  - CentOS: 6, 7, 8
  - Red Hat Enterprise Linux (RHEL): 6, 7, 8, 9
  - Oracle Linux: 7, 8, 9
  - Debian: 8, 9, 10, 11
  - SUSE Linux Enterprise Server (SLES): 12 SP3, 15

Any operating system or database version that ceases to be supported by its vendor or by the Cloud Provider during the Term will be supported on a reasonable endeavours basis only. Should Customer alter an operating system or database in a way that affects SoftwareOne's ability to deploy management agents or for the agents to operate in their normal manner those operating systems or databases shall be out of scope of the Services.

### Premium Tier

- For the Operating System Management and Virtual Desktop Management Services modules, SoftwareOne shall not be liable nor responsible for any damages or losses arising out of or in connection with the execution of any Customer provided scripts.
- Customer's in-scope workloads meet the Well Architected Framework and IaC requirements and its IaC meets SoftwareOne's IaC requirements.
- SoftwareOne's Landing Zone will be used.
- Where SoftwareOne has agreed to provide the Services notwithstanding Customer's in-scope workloads do not meet the Well Architected Framework and SoftwareOne IaC requirements, Customer agrees that the Service Levels and the Service Credits shall not apply. In addition, Customer agrees that SoftwareOne shall not be liable nor responsible for any damages or losses arising out of or in connection with the Customer's in-scope workloads not meeting the requirements.
- Customer will continue to use existing desktop and user support capabilities, or Customer support processes; SoftwareOne will manage the cloud-based infrastructure but does not provide end user support as part of the Services, so existing arrangements with support personnel and organisations will need to be kept intact, or updated as required by Customer, at Customer's cost.

- For the Operating System Management and Virtual Desktop Management Services modules, SoftwareOne shall not be liable or responsible for any damages or losses arising out of or in connection with the execution of any Customer or third party scripts.

## 6.2 Dependencies

To enable SoftwareOne to fulfill its obligations and provide the Services Customer must (at its cost):

### All Service Tiers

- Comply with the Customer obligations set out here: <https://www.softwareone.com/-/media/publishing-documents/swo-master-agreement-customer-obligations-en.pdf>.
- Facilitate the attendance of: (i) the nominated Authorized Contact(s) to the scheduled onboarding session(s); (ii) Key Stakeholder(s) to the workshop(s) and operational reviews; and (iii) subject matter experts as required throughout the Term.
- Provide Administrative Access to SoftwareOne to all Cloud Accounts throughout the Term in accordance with terms set out in Appendix 1, 2 and/or 3 depending on the Cloud Platform Customer is applying the Service to.
- Provide all information, data and input necessary for SoftwareOne to deliver the Services in a timely manner.
- Access and use of SoftwareOne's Spend Management and Cost Optimization Platform is subject to Customer's acceptance of, and compliance with, the SoftwareOne Client Portal Terms of Use available here: <https://docs.platform.softwareone.com/terms-and-conditions/terms-of-use>.
- Access and use of SoftwareOne's Cloud Management Portal is subject to Customer's acceptance of, and compliance with, the additional CMP Terms available here: <https://www.softwareone.com/-/media/publishing-documents/swo-cloud-managed-portal-terms---en.pdf>.
- Access and use of the SoftwareOne Cloud Navigator platform is subject to Customer's acceptance of, and compliance with, the AppScore SaaS EULA available here: <https://www.softwareone.com/-/media/files/certificates-statements-reports/appscore-saas-eula.pdf>.
- Where Customer has or is provided with subscription administrative rights and provisions further products and/or services (such as cloud resources, reserved instances and/or server subscriptions) (together "**Additional Items**"), that SoftwareOne is liable for payment of to the relevant third party (e.g. the Cloud Provider), Customer agrees that:
  - SoftwareOne shall be entitled to invoice Customer and Customer shall be liable and shall pay for any and all fees, expenses, Taxes and other charges (including all consumption charges) for such Additional Items provisioned at the prices in force at the time and in accordance with the billing model and policies for such Additional Items (including any minimum requirements (such as term or quantity commitments)) together with any SoftwareOne fees related thereto. Customer agrees that such prices may be based on retail pricing and that payment terms may require Customer to pay for such Additional Items in advance;
  - any Additional Items provisioned may not be modified or cancelled/terminated by Customer unless agreed by the relevant third party provider (e.g. the Cloud Provider) and/or SoftwareOne (as the case may be), and will be subject to any cancellation/termination requirements (including any termination fees) established by the relevant third party (e.g. the Cloud Provider) and/or SoftwareOne. SoftwareOne will not refund or credit Customer for any amounts paid for Additional Items unless a refund or credit is provided by the relevant third party (e.g. the Cloud Provider) to SoftwareOne; and

- it may be required by the relevant third party (e.g. the Cloud Provider) and/or by SoftwareOne to agree to and comply with additional terms and conditions in relation to any Additional Items provisioned in addition to the terms of the Services Contract.
- Schedule change windows and obtain the necessary approvals to allow SoftwareOne to make changes to Customer Cloud Accounts as required.
- Customer acknowledges and agrees that it retains sole responsibility for evaluating the impact of any changes or activities SoftwareOne undertakes in Customer's Cloud Accounts or Customer's decision to not undertake or delay any change or activity (including remediating non-compliant resources, applying, delaying or cancelling patches and/or deploying management agents) and, SoftwareOne shall have no responsibility or liability for any issues (including any losses) arising in connection thereto.
- Customer acknowledges and agrees that SoftwareOne will be using Customer's Cloud Services to provide various elements of the Services and that such use may impact the charges payable by Customer which are based on and/or connected to usage, including Cloud Platform usage charges and Service charges. As such, charges may vary based on usage, Customer agrees to pay all charges, including any related to such usage.

#### **Advanced Tier and Premium Tier:**

- Agree all Service module configuration requirements with SoftwareOne (e.g. backup plans, patch waves, etc.) and provide answers to Well Architected Review questions in a timely manner.
- Implement any changes required by SoftwareOne to allow for the deployment and successful operation of management agents in a timely manner. For example, policy changes and firewall and port access.
- Provide suitable cloud storage to store backups.
- For the Cloud Navigator Service module, Customer will provide an export of on-premises resources (e.g. via RVTools) and application list to score the applications against the 7Rs.
- For the Cloud Navigator Service module, Customer will provide its users who are the application owners the survey and ensure that they answer all the application survey questions completely and accurately. SoftwareOne will reach out up to three (3) times to the applications owners to answer the surveys.

#### **Premium Tier:**

- Landing Zone: SoftwareOne's Landing Zone must be implemented in Customer's Cloud Accounts prior to onboarding to the Premium Tier.
- Workload Transition: Customer may only be onboarded to the Premium Tier subject to its in-scope workloads meeting the Well Architected Framework and IaC requirements and its IaC (if any) meeting SoftwareOne's IaC requirements for automated cloud operations. SoftwareOne will assess Customer's in-scope workloads and IaC (if any) and confirm whether they meet the respective requirements. If SoftwareOne determines (at its sole discretion) that the requirements are not met, Customer may request SoftwareOne provide a proposal for the transition of Customer's workload and IaC (if any) to the requirements necessary to be able to be onboarded to the Premium Tier. Any such transition services agreed will be managed as a separate project(s) under a separate services contract(s) setting out the project scope, timelines, fees and applicable terms and conditions.
- Provide documentation, playbooks and runbooks and provide knowledge transfer sessions to support the handover of the workloads to SoftwareOne.
- For the Database Management Service module, Customer must have and maintain a valid support agreement with the database/cluster vendor throughout the Term.

- For the Anti-Virus Management Service module, Customer must provide the anti-virus agents for SoftwareOne to install and the anti-virus agent vendor's standard documentation outlining the default configuration and changes of anti-virus configuration.
- For the Virtual Desktop Management Service module Customer must provide the Customer configured VDI image.

## 6.3 Exclusions

All other work or services not specified in this Service Contract are excluded, including but not limited to:

### All Service Tiers

- Supporting on-premise, non-cloud environments.
- For the Spend Anomaly Detection Service module monitoring Cloud Accounts where the billing of the Cloud Account has not been transferred to SoftwareOne.
- For the Spend Anomaly Detection Service module detecting activity that is not supported by the Cloud Provider's Spend Anomaly Controls, spend that is insufficiently high to trigger a spend control alert or excessive spend in the first month of the Services Contract.
- Service Management and Onboarding/Offboarding activities where this Service Catalog stipulates an activity will take a specific number of hours, performing any work outside of these hours.
- Applying any of the core Service modules to a Cloud Service not listed in Appendix 1, 2 and/or 3 (dependent on the Cloud Platform selected).
- Removing SoftwareOne's Administrative Access to Customer Cloud Accounts on the expiry or termination of the Services Contract.
- SoftwareOne does not make any express or implied warranty that any of the Services or Deliverables will provide any cost savings or decrease in software spend or reduce any security risk or that all security risks will be evidenced.

### Essentials Tier and Advanced Tier

- Deploying and provisioning cloud resources.
- Changing CMS Tag values to configure the core Service modules
- Changing the configuration of a core Service module outside of the configuration options defined in the Operations Definition.
- Supporting or applying any of the core Service modules to Customer applications, operating systems or software running within virtual machines, marketplace items or supporting Customer specific configurations.

### Advanced Tier and Premium Tier:

- For the Patch Management Service module, patching unsupported operating systems, installed applications, software and application dependencies.
- For the Spend Management and Cost Optimization core Service modules making changes to the cloud environment or making custom API calls to obtain cloud usage information.

- For the Governance and Compliance core Service module remediating non-compliant resources found during onboarding, excluded cloud resources, cloud resources that have violated non-supported standards or Low Severity violations.
- Uninstalling tooling from Customer's Cloud Accounts required to provide Advanced Tier or Premium Tier Services, including uninstalling agents and tags on the termination of the Services Contract. Customer shall be responsible for uninstalling tooling on downgrading the Service from the Advanced Tier or Premium Tier to the Essentials Tier and on expiry or termination of the Services Contract.
- For the Cloud Navigator Service module, the migration or modernisation of applications.
- Configuring a core Service in a manner not supported by the underlying Cloud Platform.

### **Premium Tier**

- For the SoftwareOne Landing Zone Management module, management of non-SoftwareOne Landing Zones.
- For the Enhanced Security Management Services module, support of third-party identity and access management applications and end-user Active Directory support.
- For the Operating System Management and Virtual Desktop Management Services modules, support of manual installations of software on a virtual machine instance, monitor and support third party applications or middleware, end-user Active Directory support and troubleshooting scripts not written by SoftwareOne.
- For the Container Management Service module, the development and addition of images to container repository, troubleshooting issues with services and pods, manifest created by the Customer, issues with images and managing Kubernetes resources not associated with the container service (pods, deployments, config maps, etc.).
- For the Network Management Service module, support of non-Cloud native network services, third party applications not officially supported by the Cloud Provider and client side network configurations.
- For the Database Management Service module, support of DML operations (select, insert, update, delete, etc.), DDL operations (alter, create, drop, etc.), re-indexing, tuning, optimisation and performance testing.
- For the Applications and Middleware Management Service module, troubleshooting of installations or operation issues, corrupt machine image coming from the Cloud Provider's marketplace or applying configuration changes.
- For the Virtual Desktop Management Service module SoftwareOne will not configure or manage the VDI image nor any applications within the VDI image.

# Appendix 1 – AWS Cloud Accounts

Where Customer's Cloud Accounts are AWS Cloud Accounts the following definitions and additional provisions shall apply and the Services Contract and Services Catalog shall be read and interpreted accordingly.

## Definitions

Unless otherwise defined below, capitalized terms used in this Services Catalog shall have the meanings set out in the Services Contract or the Agreement:

**"AWS Services"** means the AWS services resold by and/or provided through SoftwareOne under the Services Contract.

**"Backup Software"** means AWS Backup Cloud Service.

**"Cloud Account"** means an AWS Master Payer Account (the cloud account that is responsible for billing and payment of charges for all linked accounts) or a linked AWS account (the account that is the management container for cloud resources).

**"Cloud Active Directory"** means AWS Directory Service.

**"Cloud Management Portal"** means the online IT Service Management portal for Customer to raise Incidents and Service Requests, view Service reporting and access Service documentation.

**"Cloud Platform"** means Amazon Web Services (AWS) cloud platform.

**"Cloud Provider"** means Amazon Web Services.

**"Cloud Provider Spend Anomaly Controls"** means AWS Cost Anomaly Detection Control for AWS.

**"Cloud Provider Support"** means either the AWS Business Support, AWS Enterprise Support or AWS Enterprise On-Ramp Support support plan as selected by Customer in the Service Contract (depending on options available).

**"Cloud Service"** means an AWS Service.

**"CMS Tags"** means a cloud resource tag deployed by SoftwareOne to in-scope cloud resources. Customer changes the value of each tag to configure the core Service modules.

**"Compliance Audits"** means AWS Audit Manager.

**"Container"** means AWS Elastic Kubernetes Service (EKS) and Elastic Container Service (ECS).

**"Cost Optimization Feature"** means the Cost Optimization dashboard within SoftwareOne's Spend Management and Cost Optimization Platform.

**"Database"** means AWS Relational Database Service (RDS).

**"Governance and Compliance Standards"** means the application of the Operational Best Practices for the Center for Internet Security (CIS) Amazon Web Services Foundation v1.4 Level 2 Conformance Pack using AWS Config Rules and AWS Config Remediation Actions.

**"Identity Access Management"** means AWS Identity and Access Management (IAM), AWS Access Analyzer, AWS Access Advisor.

**"Incident"** means an unplanned disruption or degradation of a Cloud Service.



“**Infrastructure as Code**” or “**IaC**” means code based on Terraform.

“**Intelligent Threat Detection**” means AWS GuardDuty.

“**Monitoring Software**” means AWS Alarm Manager, Resource Tagger and Health Notifier and Amazon Cloud Watch. It is used to monitor the performance of supported cloud resources.

“**Operations Agents**” means Agents required to deliver the Service modules, such as CloudWatch Agent, Systems Manager Patch Manager Agent.

“**Operations Definition**” means an online document that contains the Service configuration options selected by Customer during Service onboarding. It includes details of which Cloud Accounts have been assigned to which Service Tier as well as the configuration of the Patch Management, Backup Management, Infrastructure Monitoring, Governance and Compliance, Spend Management and Cost Optimization core Service modules. The Operations Definition contains a single set of configurations which will be applied to all in-scope Cloud Account(s). The Operations Definition can be changed by Customer by raising a Service Request.

“**Patch Software**” means AWS Systems Manager Patch Manager. It consists of management software and agents that are deployed to in-scope virtual machines.

“**Right-Costing**” means the use of Reserved Instances, Savings Plans and Bring Your Own License.

“**Right-Sizing**” means the use of Cross-Region Optimization, Instance Modernization, Orphaned Resources and Resource On/Off Automation.

“**Service Request**” means (i) a request for information related to how-to scenarios and other general requests for information about the Cloud Platform, limited to where there is publicly available information provided by the Cloud Provider; or (ii) a request to change the configuration of the Cloud Managed Service, limited to the configuration options defined in the Operations Definition.

“**Single Sign-on**” means AWS IAM Identity Center.

“**Spend Management and Cost Optimization Platform**” means SoftwareOne’s Client Portal.

“**Spend Management Feature**” means the Spend Management dashboard within SoftwareOne’s Spend Management and Cost Optimization Platform.

“**Virtual Desktop Machine Image**” means Amazon Machine Images (AMI).

“**Vulnerability Management**” means AWS Inspector.

“**Web Application Firewall**” means AWS WAF.

## Dependencies

To enable SoftwareOne to fulfill its obligations and provide the Services Customer must (at its cost):

- Provide SoftwareOne with the following administrative access (“**Administrative Access**”) throughout the Term:
  - “**Root Account Ownership**” in accordance with the AWS Solution Provider Program, SoftwareOne is required to set up SoftwareOne’s email domain in the Master Payer Account in the consolidated billing organization, so that it can receive and pay AWS’s invoices.
  - “**Federated Identity Access Management**” for authorized SoftwareOne support engineers.
  - “**Implementation of OpenID**” for programmatic access for the SoftwareOne billing engine and operational tools.

- “**Admin, Reader, Billing and Support Role**” for authorized SoftwareOne support engineers.
- Onboard Customer Cloud Accounts to the Spend Management and Cost Optimization Platform as required dependent on the Service Tier selected. This will require an individual with the ability to:
  - Modify IAM resources and execute CloudFormation scripts
  - Provide SoftwareOne access to **AWS Cost Explorer Service, AWS Trusted Advisor, AWS Organization Service, SNS Service, Cloudwatch Service**
  - Provide SoftwareOne with read access to a S3 bucket where AWS cost and usage reports are stored.

## Supported Cloud Services

SoftwareOne Cloud Managed Services provides operational management support services for the following Cloud Services:

- **Incidents:** All AWS Services (provided that SoftwareOne led support is selected in the Services Contract).
- **Service Requests:** All AWS Services (provided that SoftwareOne led support is selected in the Services Contract).
- **Patching:** Amazon Elastic Compute Cloud (Amazon EC2).
- **Backup Management:** Amazon Elastic Compute Cloud (Amazon EC2), Amazon Simple Storage Service (Amazon S3), Amazon Elastic Block Store (Amazon EBS), Amazon Elastic File System (Amazon EFS), Amazon Relational Database Service (Amazon RDS), Amazon Aurora.
- **Infrastructure Monitoring:** Amazon Elastic Compute Cloud (Amazon EC2), Application Load Balancer, Amazon Aurora, Elastic Load Balancing, Amazon Relational Database Service (Amazon RDS), VPN Connection.
- **Governance and Compliance:** All AWS Services.
- **Spend Management:** All AWS Services.
- **Cost Optimization:** Amazon Elastic Compute Cloud (Amazon EC2), Amazon Simple Storage Service (Amazon S3), Amazon Elastic Block Store (Amazon EBS), Amazon Elastic File System (Amazon EFS), Amazon Relational Database Service (Amazon RDS), Amazon Aurora.

## Additional Terms – ECAM/SPAM

Customer agrees that the Additional Terms — ECAM/SPAM set out here: <https://www.softwareone.com/-/media/publishing-documents/swo-cms-services-additional-terms-ecam-spam—en.pdf> (“**Additional Terms**”) are incorporated into, and shall form a part of, the Cloud Managed Services, Services Contract between Customer and SoftwareOne and accepts and agrees to comply with such Additional Terms.

## Appendix 2 – Azure Cloud Accounts

Where Customer's Cloud Accounts are Azure Cloud Accounts the following definitions and additional provisions shall apply and the Services Contract and Service Catalog shall be read and interpreted accordingly.

### Definitions

Unless otherwise defined below, capitalized terms used in this Services Catalog shall have the meanings set out in the Services Contract or the Agreement:

**“Backup Software”** means either Azure Backup or Commvault Metallic as agreed with Customer during onboarding and recorded in the Operations Definition. NOTE: The use of Commvault Metallic as the Backup Software incurs an additional charge on top of the core Services charges and is applicable to all Cloud Accounts allocated to the Advanced Tier should this option be selected. The additional charges and any related payment terms shall be set out in the Operations Definition.

**“Cloud Account”** means a Microsoft Azure subscription. It is a billing and management container for cloud resources.

**“Cloud Management Portal”** means the online IT Service Management portal for Customer to raise Incidents and Service Requests, view Service reporting and access Service documentation.

**“Cloud Platform”** means the Microsoft Azure cloud platform.

**“Cloud Provider”** means Microsoft.

**“Cloud Provider Spend Anomaly Controls”** means the Microsoft Azure Fraud API.

**“Cloud Provider Support”** means Microsoft Premier Support for Partners.

**“Cloud Service”** means a First-Party Microsoft Azure Platform Service. It is a cloud computing service that is directly developed, owned, and operated by Microsoft as part of its Azure cloud platform.

**“CMS Tags”** means cloud resource tags deployed by SoftwareOne to in-scope cloud resources. Customer changes the value of each tag to configure the core Service modules.

**“Cost Optimization Feature”** means the Cost Optimization dashboard within SoftwareOne's Client Portal.

**“Governance and Compliance Standards”** means the application of the Azure Security Benchmark and (optionally) ISO 27001:2013 Regulatory Compliance Initiatives using Azure Policy definitions.

**“Incident”** means an unplanned disruption or degradation of a Cloud Service.

**“Monitoring Software”** means Zoho Manage Engine Site 24 x 7. It consists of management software, an API and agents used to monitor the performance of supported cloud resources.

**“Operations Definition”** means an online document that contains Service configuration options selected by Customer during service onboarding. It includes details of which Cloud Accounts have been assigned to which Service Tier as well as the configuration of the Patch Management, Backup Management, Infrastructure Monitoring, Governance and Compliance, Spend Management and Cost Optimization core Service modules. The Operations Definition contains a single set of configurations which will be applied to all in-scope Cloud Account(s). The Operations Definition can be changed by Customer by raising a Service Request.

**“Patch Software”** means Zoho Endpoint Central. It consists of management software and agents that are deployed to in-scope virtual machines.

“**Right-Costing**” means the use of Azure Hybrid Use Benefit, Reserved Instances, Dev/Test offer (EA subscriptions only), Bring Your Own License.

“**Right-Sizing**” means the use of Cross-Region Optimization, Instance Modernization, Orphaned Resources and Resource On/Off Automation.

“**Service Request**” means: (i) a request for information related to how-to scenarios and other general requests for information about the Cloud Platform, limited to where there is publicly available information provided by the Cloud Provider; or (ii) a request to change the configuration of the Cloud Managed Service, limited to the configuration options defined in the Operations Definition.

“**Spend Management and Cost Optimization Platform**” means SoftwareOne’s Client Portal.

“**Spend Management Feature**” means the Spend Management dashboard within SoftwareOne’s Client Portal.

## Assumptions and Dependencies

To enable SoftwareOne to fulfill its obligations and provide the Services Customer must (at its cost):

- Provide SoftwareOne the following administrative access (“**Administrative Access**”) throughout the Term:
  - **Reseller Relationship (tenant level)** - A record of a new customer must be added to Partner Center before SoftwareOne can manage subscriptions, manage billing, or provide support to them.
  - **Granular Delegated Admin Privileges (GDAP) (tenant level)** - Billing partner is granted owner access by default by Microsoft. This access is assigned to the SoftwareOne Spend Management and Cost Optimization Platform used by the SoftwareOne operations team for cost management (billing) and provisioning of Cloud Accounts, and SoftwareOne support engineers administrative accounts to open tickets on Customer’s behalf with Microsoft. Following GDAP roles are requested - **Directory readers, Service support administrator, Global reader, Billing administrator**.
  - **Foreign principle (subscription level)** - Foreign principal allows SoftwareOne to interact with their customers’ subscriptions through federated access and provide the necessary support within the scope of Azure (raising tickets at subscription level on Customer’s behalf with Microsoft). Following roles are required: **reader, support request contributor**.
  - **Azure Lighthouse (subscription level)** - so that authorized SoftwareOne support engineers can perform management operations or support on Customer’s Cloud Accounts. SoftwareOne support engineers have by default **read only access**. Privileged access (**Contributor Role, Log Analytics Contributor Role, Managed Services Registration assignment Delete Role and User Access Administrator Role**) is temporarily granted in case of an Incident or Service Request with approval of their SoftwareOne supervisor and of the Customer (not to be unreasonably withheld or delayed). All activities are logged in Azure Activity Log by default for ninety (90) days.
  - In case of any blocking **Conditional Access Policies** appropriate exception for SoftwareOne access has to be configured.
- Onboard Customer Cloud Accounts to the Spend Management and Cost Optimization Platform as required dependent on the Service Tier selected from available options. This will require an individual with:
  - The “Owner” role in the Cloud Accounts Customer wishes to add; and
  - The ability to generate a valid EA API Access Key (Cloud Accounts where billing is retained by Customer only).

Where Customer is transferring the billing of its Non-CSP Cloud Accounts to SoftwareOne CSP Cloud Accounts Customer agrees to the following:

- SoftwareOne will transfer all CSP supported Customer cloud resources to the new SoftwareOne CSP Cloud Accounts using an approach agreed with the Customer and dictated by the type of Non-CSP Cloud Accounts being transferred from.
- Monetary commitments, cancelled reservations refunds, disabled Azure Cloud Accounts, and Azure marketplace products and Azure classic resources that do not support CSP cannot be transferred by SoftwareOne. It is Customer's responsibility to migrate Azure classic resources from Azure System Manager to Azure Resource Manager to support the billing transfer.
- SoftwareOne can cancel reserved instances in Customers existing Azure Cloud Accounts and reactivate them for a new period of one (1) or three (3) years as agreed with Customer.
- Customer will provide details of the Azure Cloud Accounts to be transferred including details of the cloud resources within the Azure Cloud Accounts as requested by SoftwareOne.
- Important: With the exception of cloud resources transferred using the "Indirect SCE / Enterprise Agreement, Web Direct (PAYG), Open or MPSA to SoftwareOne CSP Azure Cloud Account via Resource Move" billing transfer approach which are subject to downtime during the transfer, cloud resources within the Azure Cloud Accounts will keep running without any interruption during the billing transfer to SoftwareOne CSP.
- For any existing Customer SCE/EA Azure Cloud Accounts Customer wishes to transfer billing to SoftwareOne Customer must provide SoftwareOne Global Admin or Admin Agents role over the Azure Cloud Account. In addition Customer must provide SoftwareOne with an Azure Cloud Account resource report for any Azure Cloud Account Customer plans to migrate to SoftwareOne CSP Cloud Account via resource move.

## Supported Cloud Services

SoftwareOne Cloud Managed Services provides operational management support services for the following Cloud Services.

**Incidents:** All Cloud Services.

**Service Requests:** All Cloud Services.

**Patching:** Azure Virtual Machines.

**Backup Management:** Azure Virtual Machines, Azure Databases (Cosmos DB, Maria DB, MySQL, PostgreSQL, SQL, SQL Managed Instance), Azure Files, Azure Blob Storage, Azure Kubernetes Service.

**Infrastructure Monitoring:** Azure Virtual Machines, Azure Databases (Cosmos DB, Maria DB, MySQL, PostgreSQL, SQL, SQL Managed Instance), Azure Kubernetes Service, Azure Virtual Network Connections, Network Interfaces, Virtual Network Gateways, Load Balancers. Storage Accounts.

**Governance and Compliance:** All Cloud Services.

**Spend Management:** All Cloud Services.

**Cost Optimization:** Azure Virtual Machines, Storage Accounts, Azure Databases.

## Additional Terms – Microsoft, Commvault And Zoho

Customer agrees that the Additional Terms – Microsoft, Commvault and Zoho set out here: <https://www.softwareone.com/-/media/publishing-documents/swo-cms-services-additional-terms-microsoft-commvault-zoho--en.pdf> (“**Additional Terms**”) are incorporated into, and shall form a part of, the Cloud Managed Services, Services Contract between Customer and SoftwareOne and accepts and agrees to comply with such Additional Terms.

# Appendix 3 – Google Cloud Accounts

Where Customer's Cloud Accounts are Google Cloud Accounts the following definitions and additional provisions shall apply and the Services Contract and Services Catalog shall be read and interpreted accordingly.

## Definitions

Unless otherwise defined below, capitalized terms used within this Service Catalog shall have the meanings set out in the Services Contract or the Agreement:

**“Backup Software”** means a combination of Google Services like Google Backup and DR that relies on Google Services like Cloud Storage, Google Cloud Storage Snapshot, Google Cloud Database Backup and Recovery with other GCP Services and automation tools which may be used to create a backup and recovery strategy for Customer's virtual machines and data in GCP. Backup Software is not applicable to GMP Services.

**“Cloud Account”** means a Google Cloud Platform or a Google Maps Platform project. It is a billing and management container for cloud resources.

**“Cloud Management Portal”** means the online IT Service Management portal for Customer to raise Incidents and Service Requests, view Service reporting and access Service documentation. Notwithstanding the foregoing definition, Customer agrees that where Customer has Google Cloud Accounts Customer and SoftwareOne will use ServiceNow as the online IT Service Management portal for Customer to raise Incidents and Service Requests and view Service reporting until SoftwareOne migrates Customer to the Cloud Management Portal. Until such migration all references to the “Cloud Management Portal” and “CMP” in the Service Catalog will be interpreted as “ServiceNow”. The following dependency set out Section 6.2 (Dependencies) for All Service Tiers shall apply on Customer's migration to the CMP:

“Access and use of SoftwareOne's Cloud Management Portal is subject to Customer's acceptance of, and compliance with, the additional CMP Terms available here: <https://www.softwareone.com/-/media/publishing-documents/swo-cloud-managed-portal-terms---en.pdf>.”

**“Cloud Platform”** means Google Cloud Platform (GCP) and/or the Google Maps Platform (GMP) (as the case may be).

**“Cloud Provider”** means Google Cloud EMEA Limited or other Google affiliate (as the case may be).

**“Cloud Provider Spend Anomaly Controls”** means a set of Google's best practices and recommendations in addition to several security services like Cloud IDS and Security Command Center for GCP and GMP.

**“Cloud Provider Support”** means Google Cloud Customer Care.

**“Cloud Service”** means a GCP Service and/or a GMP Service.

**“CMS Tags”** means a cloud resource tag deployed by SoftwareOne to in-scope cloud resources. Customer changes the value of each tag to configure the Core Service modules.

**“Google Cloud Platform Services”** or **“GCP Services”** means the GCP services resold by and/or provided through SoftwareOne under the Services Contract, as further described at <https://cloud.google.com/skus/>.

**“Google Maps Services”** or **“GMP Services”** means the Google Maps services resold by and/or provided through SoftwareOne under the Services Contract, as further described at <https://cloud.google.com/skus/>.

**“Google Services”** means the Google GCP Services and/or GMP Services resold by and/or provided through SoftwareOne under the Services Contract.

“**Incident**” means an unplanned disruption or degradation of a Cloud Service.

“**Monitoring Software**” means the Google Operation Suite that currently consists of Google Cloud Monitoring, Google Cloud Logging, Google Cloud Trace, Google Cloud Profiler, Google Cloud Debugger and Google Cloud Alerting. It is used to monitor the performance of supported cloud resources.

“**Operations Definition**” means an online document available via GCP (or, where Customer has been migrated to the Cloud Management Portal, the Cloud Management Portal) that contains the Service configuration options selected by Customer during Service onboarding. It includes details of which Cloud Accounts have been assigned to which Service Tier as well as the configuration of the Patch Management, Backup Management, Infrastructure Monitoring, Governance and Compliance, Spend Management and Cost Optimization core Service modules. The Operations Definition contains a single set of configurations which will be applied to all in-scope Cloud Account(s). The Operations Definition can be changed by Customer by raising a Service Request.

“**Patch Software**” means Google Cloud Operations Suite’s (OS) Config. It consists of management software and agents that are deployed to in-scope virtual machines.

“**Right-Costing**” means the use of Reserved Instances, Committed Use Discounts (CUDs), SpotsVM, Sustained Use discounts (SUDs) and Bring Your Own License.

“**Right-Sizing**” means the use of Cross-Region Optimization, auto scaling, Instance Modernization, Orphaned Resources and Resource On/Off Automation.

“**Service Request**” means: (i) a request for information related to how-to scenarios and other general requests for information about the Cloud Platform, limited to where there is publicly available information provided by the Cloud Provider; or (ii) a request to change the configuration of the Cloud Managed Service, limited to the configuration options defined in the Operations Definition.

“**Spend Management and Cost Optimization Platform**” means the Google Cloud Billing console and Billing API.

“**Spend Management Feature**” means the Spend Management dashboard within the GCP console.

## Dependencies

To enable SoftwareOne to fulfill its obligations and provide the Services Customer must (at its cost):

- Provide SoftwareOne with at least one (1) of the following two (2) administrative access (“**Administrative Access**”) options throughout the Term:
  - Customer must create a Cloud Account for SoftwareOne with the needed requirements (“**Admin, Reader, Billing and Support Role**” for authorized SoftwareOne support engineers); and
  - Customer must grant the necessary permissions to SoftwareOne accounts (“**Admin, Reader, Billing and Support Role**” for authorized SoftwareOne support engineers).
- Onboard Customer Cloud Accounts to the Spend Management and Cost Optimization Platform as required dependent on the Service Tier selected. This will require an individual with the ability to:
  - Modify IAM resources and execute Terraform scripts;
  - Provide SoftwareOne access to Google Cloud Resource Manager, Google Cloud Identity and Access Management (IAM), Google Cloud BigQuery for SoftwareOne Spend Management and Cost Optimization Platform; and
  - Provide SoftwareOne with read access to a Cloud Storage bucket where GCP cost and usage reports are stored.

## Supported Cloud Services



SoftwareOne Cloud Managed Services provides operational management support services for the following Cloud Services:

**Incidents:** All GCP Services and GMP Services.

**Service Requests:** All GCP Services and GMP Services.

**Patching:** Google Compute Engine.

**Backup Management:** Google Backup and DR service and additional services like GKE Backup or disk snapshots in the computer engine. Backup Management is not applicable to GMP Services.

**Infrastructure Monitoring:** Google Cloud Monitoring, Google Cloud Logging, Google Cloud Trace, Google Cloud Debugger, Google Cloud Profiler, Google Cloud Operations Suite (formerly Stackdriver).

**Governance and Compliance:** All GCP Services.

**Spend Management:** All GCP Services and GMP Services.

**Cost Optimisation:** Google Cloud Billing, Google Cloud Pricing Calculator, Google Cloud Recommender, Google Cloud Storage Classes, Google Cloud Dataflow and Dataproc Autoscaling, Spot VM instances, Google Cloud Sustained Use Discounts and Committed Use Contracts, Google Cloud Cost Management APIs.

## Additional Terms – Google – GCP and GMP

Customer agrees that the Additional Terms – Google set out here: <https://www.softwareone.com/-/media/publishing-documents/swo-cms-services-additional-terms-google-en.pdf> (“**Additional Terms**”) are incorporated into, and shall form a part of, the Cloud Managed Services, Services Contract between Customer and SoftwareOne and accepts and agrees to comply with such Additional Terms.

Please note that Cost Optimisation, Governance and Compliance and Well Architect Review Services modules are not available for Google Services and are therefore out of scope.

## Appendix 4 – Core In-Scope Changes (Premium Tier only)

Maintenance for the in-scope Cloud Services used in Cloud Accounts allocated to the Premium Tier are included for the following Core In-Scope Changes. Customer may request a Core In-Scope Change by raising a Service Request with SoftwareOne.

Core In-Scope Change Request Type	Activities
Cloud Accounts	Create/Close Cloud Accounts
	Consolidated Billing – Link Cloud Account to an Organisation
	Service Request for SoftwareOne to purchase the following Additional Items on behalf of the Customer: savings plans, reserved/spot instances or Cloud Provider marketplace items.
	Configure/modify Cloud Account/global setting (policies, tagging, block public access, etc)
	Configure/modify/delete IAM role, policy, user
Operating System	Configure/modify/delete Security Group/Security Group rule
	Modify VM instance (type, size or metadata)
	Attach/mount Disk volumes
	VM instance redeploy (immutable)
	Configure/modify network interface
	Configure/modify Operation Agents
Database	Backup DB
	Restore DB from backup
	Modify DB parameters or settings
	Update PaaS DB major or minor version
	Modify PaaS DB instance (type or size)
Network	Configure/modify route table
	Configure/modify NACL
	Add/modify/delete DNS record
	Modify DNS hosted zone
	Configure/modify NAT
	Configure/modify Cloud Native Load Balancers
	Configure/modify Virtual Network Peering
	Configure/modify VPNs
	Configure/modify Content Delivery Network
	Configure/modify Virtual Network Peering endpoint
Containers	Modify Kubernetes cluster
	Modify Container Registry
	Patch Kubernetes
Virtual Desktop	Configure Virtual Desktop Environment
	Configure AD connector
	Create image and bundle from client configured VDI

Anti-Virus	Install and apply default AV configuration
	Modify AV configuration
Backup and Storage	Modify AWS Backup configuration
	Configure/modify Cloud Storage
	Configure/modify File Storage
	Configure/modify Block Storage
	Configure/modify Storage Gateway
	Restore resources from Backup
Security	Configure/modify Identity and Access Management
	Install/configure Vulnerability Management
	Configure/modify Intelligent Threat Detection
	Modify AWS SSO permissions for accounts
	Configure/modify Compliance Audits
	Create/import/modify/delete certificate
	Remediate Cloud Native Security Tool Findings
Monitoring	Configure/modify Monitoring Dashboards
	Configure/modify Monitoring log group
	Configure/modify Cost anomaly detection alarm
	Configure/modify billing/budget alarm
	Configure/modify Monitoring Alarm

Changes not listed in this Core In-Scope Change Catalog are out of scope. Any request for an out of scope change will be subject to the written agreement of SoftwareOne (“**Change Note**”) and, if agreed to be provided shall, unless otherwise agreed in writing by SoftwareOne, be provided under the terms of the Services Contract (as may have been amended by the parties in the Change Note). For the avoidance of doubt, any out of scope change shall be subject to additional charges to be agreed in writing by the parties at the time in the Change Note.