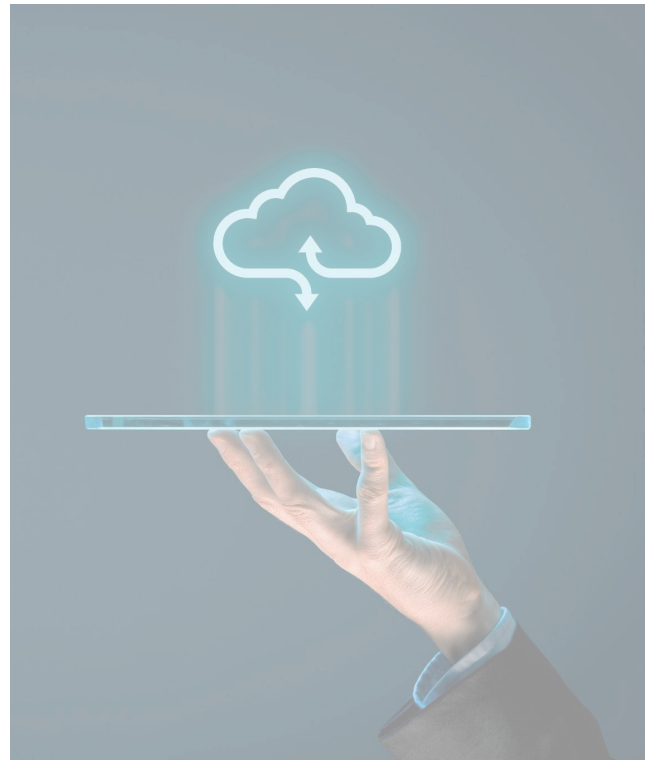


END CUSTOMER SERVICE DESCRIPTION

Cloud FinOps Services

AWS Accelerate





Contents

This Service Description details what we do, how we do it and what we need from you in delivering Accelerate for AWS (Cloud Provider). It introduces our Account Management team and the use of our Portal (<https://portal.strategic-blue.com/>).

Accelerate offers the most value when delivered through us acting as your cloud reseller under our Cloud Purchase Agreement (“CPA”) and in accordance with the AWS Solution Provider Program. If we are not your reseller it is delivered under our Master Business Services Agreement (“MBSA”). In both models you maintain ownership of all your AWS usage accounts to retain your technical freedom, independence, continuity of service and security.

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In this Service Description terms such as **“we”**, **“us”** and **“our”** mean Strategic Blue and **“you”** and **“your”** mean you as our Customer.



Accelerate Benefits

Overview

- We provide [AWS cloud cost savings](#) without the need for technical changes to your use of cloud by simplifying the purchase and use of AWS Savings Plans and Reserved Instances.
- We manage [AWS billing](#) to simplify invoicing, and can enable the PrePayment for cloud services through our Strategic Blue Vouchers and track how those vouchers are used. These services are only available if we are your reseller.
- Our Portal (<https://portal.strategic-blue.com/>) provides you and us with [spend visibility](#), with KPIs and history to clearly show how efficiently those savings are being delivered and identifying additional savings potential.
- Our [Account Management Team](#) works with you to support you in the financial management of your cloud spend and the use of our tools.
- We complement, and can work independently of, your technical teams who are responsible for optimizing the use of cloud (rather than the rate optimization that we do).
- There is [no fee](#) for our Accelerate Service Plan.

Cloud Cost Savings

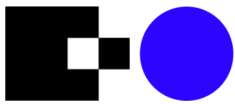
We provide AWS cloud cost savings to you through Commitments you agree with us, as follows:

Perfect Savings Plan

AWS offers Savings Plans and Reserved Instances to provide discounts in exchange for commitments to use particular resources, or spend certain amounts, on fixed 1- or 3-year terms.

Our unique way of managing these commitments enables us to offer you discounts so that you can:

- Avoid the time spent analyzing your cloud usage,
- Avoid the challenges of making detailed forecasts about future requirements,
- Avoid the risk of future lock-in to cloud services/spend you may not need,



- Avoid the overhead and distraction of buying, selling & renewing commitments

We do this in a way that is entirely aligned with any savings approaches or particular pricing agreements you already have in place.

Under Accelerate, our **“Perfect Savings Plan”** applies to your use of EC2, Fargate and Lambda. It is our most popular service, and **when you work with us under Accelerate it is our default way** of providing savings for these **“Core Services”** when we are your reseller.

Constituting a Commitment made under our Accelerate Service Plan, the Perfect Savings Plan operates *like* a 1 year, no upfront AWS Compute Savings Plan, *except* that:

- you make **no hourly usage commitment**, so you do not need to make any usage forecasts
- you have **no management overhead**, as it automatically updates each month to cover all persistent¹ usage
- you have **no risk** of missing savings through under-committing or wasting money by over-committing

We also offer other Strategic Blue Commitment types, which allow you to replace the Perfect Savings Plan with more specific individually tailored Commitments.

Tailored Commitments are specifically defined in Commitment Letters that are provided on flexible terms from 3–36 months. When applied correctly, such Commitments have the advantage of attracting higher discount rates but require a greater understanding of your future use of Core Services and more frequent management to ensure your persistent usage is covered by a discount. If you choose to make such Commitments for any Core Services, the Perfect Savings Plan will not apply until all those Commitments expire.

“Additional Services” includes all services that Reserved Instances or Savings Plans can be purchased that are not a Core Service. AWS provides fewer ways to build flexibility with these commitments, so we propose and agree related actions with you before proceeding. Any such agreement is documented in writing, and is authorized by you, by email.

Our Portal homepage KPIs and metrics give you a clear and concise overview of your Commitments and how efficiently they’re delivering you savings. It includes:

- A score to act as a benchmark to quickly compare one period to the next
- Industry standard measures of Commitment performance (including coverage, utilization and savings rate)
- Historical trends for these KPIs and metrics

¹ Usage of a given resource is considered persistent when it is at this level for at least 90% of the hours in the month.



These provide a foundation for service review calls with your assigned Strategic Blue Account Manager and help ensure this element of your cloud spend remains well optimized.

Private Pricing and the One Government Value Agreement

Private Pricing Agreements (PPAs) are another type of commitment based discount offered by AWS. They are typically linked to your overall AWS cloud spend rather than specific cloud services. Such agreements offer a flat discount on almost (as specified by AWS) all your cloud spend, in exchange for meeting an agreed annual spend and generally a minimum year on year growth level. The **One Government Value Agreement (OGVA)** is a form of PPA available to the UK Public Sector specifically.

Our approach to delivering you savings is aligned with, and complementary to PPAs and the OGVA. We can support you in ensuring you understand the impact of the associated spend commitment. We coordinate the use of Savings Plans and Reserved Instances to help you meet that spend commitment whilst also taking advantage of the savings they offer.

There is no cost to you of accessing PPAs or the OGVA through us, and your Strategic Blue Account Manager is available to support you in benefitting from them.

As per AWS' terms, purchases from third-party providers on the AWS Marketplace can contribute to your spend commitment, but do not receive its discount. We can help negotiate discounts on AWS Marketplace services through "private pricing offers". Any discount will depend upon the supplier, the quantity and the term length. If you would like our support in such negotiations an administrative charge would apply to recover the cost of the support effort required. This can be discussed with your Strategic Blue Account Manager.

AWS Billing

When we are your AWS reseller we are able to provide the additional benefits below

- **Managed, simplified invoicing**

Clear, simple invoices, issued monthly to reflect costs, savings and purchasing preferences.

- **Pay in alternative currencies**

On prior agreement, invoices can be paid in the currency of your choice using the relevant exchange rate published by a third party at the time of invoice. Standard currencies are USD, GBP and EUR, other currencies may be available



upon request. Non-standard currencies are subject to an assessment and approval process and may incur additional charges.

- PrePay for eligible products and services

You may choose to provide PrePayment for **Strategic Blue Vouchers** that can be redeemed against future Strategic Blue invoices of eligible products and services. These can include, for example, AWS cloud services, AWS Marketplace products or Strategic Blue Consulting Services.

- Such vouchers are purchased for an identified purpose and term such that they are reasonably expected to be redeemed within that term.
- Vouchers can be purchased in USD, GBP, or EUR. A voucher purchased for \$1 can be redeemed against \$1 invoiced in the future (with similar equivalence for other currencies).
- Your use of vouchers will be tracked and managed by your Strategic Blue Account Manager on a monthly basis.
- Generally, any vouchers unused at the end of the term will be returned after deduction of an administration fee (20% for the first \$100,000, 10% for any remaining above that).

Your Strategic Blue Account Manager will share the terms and conditions for our PrePayment Service with you on request.

Spend Visibility

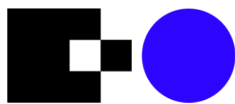
Our Portal includes a dashboard that provides insights into your cloud spend, allows you to track changes over time and drill down into details behind trend changes.

The dashboard will be available within two (2) working days of signing up and onboarding your AWS usage accounts.

The Perfect Savings Plan applies a perfect discount coverage against your actual usage observed in a calendar month. For the current month it therefore shows an estimated cost based on the usage seen in the previous month. This estimate is replaced with actuals once your spend in the month has been finalized.

At your request, a single threshold can be set to trigger alerts when cloud spend is 25% over the most recent, rolling three month average. Strategic Blue access is restricted entirely to, and the alerting relies upon, cost and usage data. It should be noted that any such alerting mechanism is limited in its ability to capture sharp rises. Other protection mechanisms should be put in place for these.

If you require more granular alerting or the ability to customize your dashboard your Strategic Blue Account Manager will introduce one of our Technical Account Managers to support you in implementing an alternative outside our Portal. The scope of your



requirements will determine whether a separate consultancy agreement is needed to complete implementation.

Account Management Team

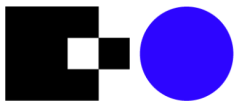
You will be assigned a Strategic Blue Account Manager to act as your central point of contact. You can also use the general support@strategic-blue.com email address or schedule meetings via our Portal.

A two (2) working day response will be provided for standard type support requests for:

Service management and information requests	General support regarding your invoices, dashboard or your Service Plan. The team will provide advice, guidance and issue resolution and will invite your feedback on our services and feature requests you would find useful for the future.
Technical Support for Strategic Blue services	Our Technical Account Managers will: • Lead and coordinate the technical aspects of onboarding, or offboarding, with us. • Provide recommendations for workload optimization, such as generational upgrades, rightsizing, idle instance clean-up and storage optimization. • Provide guidance on forecasting, showback and chargeback, discussing options available and pro's and con's of each.
Commitment renewals	Commitment Management and optimization opportunities
Custom commitment pricing	When relevant, we will produce pricing proposals for tailored Commitments built to your specific requirements in term, flexibility and volume to ensure they remain tightly aligned to your organizational needs.
Spend analysis	Your Strategic Blue Account Manager will support you in exploring your cost and usage data to understand where spend anomalies arise and help remedy where required.

You can schedule service review meetings with your Strategic Blue Account Manager up to a frequency of one per month.

Beyond the scope of this Service Plan we can also provide additional FinOps services tailored for your specific needs. Please contact your Strategic Blue Account Manager



to discuss any FinOps needs in more detail so they can advise.



Our Fee

There is no fee for our Accelerate Service Plan.

Rather than charge a specific fee for our services to you, we make our money from:

- Rebates from AWS to us for resale services
These rebates are applied to any reseller and are paid for by AWS, not you.
- Additional Savings Plans & Reserved Instances savings
To provide you the discounts, simplicity and ease of management of the Perfect Savings Plan, or our more flexible 3-36 month term tailored Commitments we will make a variety of commitments, when relevant, to AWS in the background. This enables us to take advantage of additional Core Service discounts for longer terms or being more specific in the resources we're committing to. This carries the risk that there will not be usage to match the commitments we've made or that we have not made the correct commitments with AWS to provide your Perfect Savings Plan discount. This is generally at our risk. Our team, technology and management strategies help us mitigate this risk.

The impact this has for you is:

- The resale rebates paid by AWS will show up in AWS cost and usage reporting tools. If you have an OGVA spend commitment, the reseller rebate is bundled into the OGVA discount but it still remains paid by AWS and does not impact the rates you actually pay. This is standard AWS practice and remains the same when buying through *any* reseller.
- Any spend visibility tools based on the AWS cost and usage figures will reflect *all* the commitments we've actually made to AWS. As such they do not accurately reflect the benefits (or reduced lock-in risk) of the commitments you actually own, the Perfect Savings Plan or any of the flexible 3-36 month tailored term Commitments we provide. We calculate these for you and display the results in our portal, your invoices and backing sheets for transparency. Any differences are managed directly in the invoices we provide for your AWS usage.



What you do

Recurring tasks that require input from you are described below. These vary slightly depending on whether we are acting as your AWS cloud reseller or not.

Your Payments to AWS

As your cloud reseller we will manage payments to AWS. Strategic Blue invoices will be issued between the 4th and 7th of the month to cover the AWS usage in the previous month. This invoice will reflect all discounts and credits you have received.

Savings Plans and Reserved Instances

During your agreement with us, you shall not purchase any AWS Reserved Instance or AWS Savings Plans commitments as we will manage this for you. To ensure accountability and avoid any accidental conflict in double-purchasing, an AWS Service Control Policy (SCP) is attached to your AWS usage accounts to prevent the creation of Savings Plans or purchasing of Reserved Instances. We will implement the SCP.

Commitment Holding Accounts

Any Commitments we purchase for you will be registered in these specifically created Commitment Holding Accounts which will generate no cloud usage and will hold no data.

Your team will create Commitment Holding Accounts with the required permissions as and when requested, and under guidance from us. **You will** maintain ownership of any such accounts you create and they will be associated with an email address in your domain. All Savings Plans and Reserved Instances we purchase for Additional Services will be held in these dedicated holding accounts.

You will provide contact details for a person or team who can support us in Commitment Holding Account management.

Additionally we will create Portfolio Commitment Holding Accounts with the required access rights. These will be owned by us and be associated with an email address in our domain.

Any such Commitment Holding Account that is owned by us may be moved in and out of your organization at our discretion. This will enable us to provide you additional savings and particularly flexibility by leveraging our wider portfolio of customer usage.



Additional Services

We may identify opportunities for which standard AWS Reserved Instance or Savings Plan commitments can be made to deliver savings.

You will confirm to us which, if any, of the opportunities we identify you wish to authorize, which can be done by email. Any such Commitments will be registered to Commitment Holding Accounts you own.

You will provide and maintain a list of people/email addresses authorized to approve such commitments.

Plan Qualification Criteria

You must continue to meet the Accelerate Plan Qualification Criteria:

- **You must** support our [security requirements](#) for delivering Accelerate services.
- **You must** pass our credit checks and support this process through the provision of any requested Financial Information.
- **Your** legal entity signing the agreement with us should be within the United Kingdom, United States, Canada, or the European Economic Area, be that Commercial or Public Sector.
- **You must not** have any pre-existing private pricing agreements in place with AWS.
- **You should** maintain a monthly invoiced AWS cloud spend over \$5,000

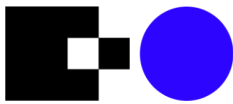
PrePayment

You will raise your need to purchase Strategic Blue Vouchers for PrePayment of future Strategic Blue Invoices with your Strategic Blue Account Manager. They will share the related PrePayment Service terms and conditions.

You will inform your Strategic Blue Account Manager of the currency to hold.

There should be a realistic expectation that any vouchers purchased will be used entirely before their term expires:

- **You will** provide a month-by-month forecast of PrePayment usage up to 3 years.
- **You will** re-forecast the remaining PrePayment usage should the forecast be



more than 10% in error (as a percentage of total) within 30 days of any request by us to do so.

AWS Credits

If you are issued credits by AWS, you need to notify us in writing (e-mail sufficing) by the 25th day of the month of issuance of the credits to include:

- the start date, amount, and expiry date of the credits, and
- the AWS account(s) the credits apply to, and
- the scope of the credits (i.e. which AWS cloud services they apply to), and
- any AWS reference number given to the credits allocation (if any).

It is important that you notify us by that date as AWS does not provide the above information within the cost and usage data. Delays in notification may impact our ability to make best use of those credits to reduce your cloud spend. This is particularly important where that is impacted by the purchasing of Reserved Instances & Savings Plans.



Delivering Accelerate

The way we deliver our service, and therefore the operational impact to you, varies depending on whether we are acting as your AWS cloud reseller or not.

AWS Usage Accounts

You remain an AWS customer. You create, own and manage your cloud accounts to which the AWS Customer Agreement (or any equivalent agreement you have) applies, to maintain that contractual relationship and technical service continuity.

AWS Payer Accounts

For simplicity of billing, AWS allows you to group usage accounts into an “organization” with a designated “Payer Account”. This payer account owns the payment relationship with AWS for all its registered usage accounts. Costs for all the organization’s usage accounts are combined and invoiced to the owner of this Payer Account.

- We own the AWS Payer Account(s).
- We are invoiced by, and pay, AWS for your cloud services usage.
- **You are** invoiced by, and pay us for your cloud usage.
- We operate under the AWS End Customer Agreement Model, “ECAM”. We adhere to the obligations of the AWS Solution Partner Program as captured within our CPA.

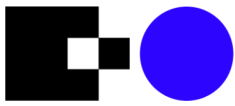
Security

We use the AWS CUR as our source of meta-data for cost optimization activities. This meta-data details cloud service use and associated costs. We require no access to your AWS Usage Accounts or your data within those accounts. We use an AWS best practice approach to grant access on a least privilege basis, using RBAC, IAM and SCP.

We will implement the above mentioned SCP.

Required access:

- Registration of Cloud Provider Accounts with us is in accordance with the terms, conditions and provisions given by AWS to any reseller.
- As a reseller we have access to view the CUR for all accounts under the AWS Payer Account we own and can use tools such as Cost Explorer where necessary.
- We will have admin access to accounts we own. We require the ability to buy, sell and manage RIs and SPs within any Commitment Holding Accounts you own (template).



Unless you notify us otherwise in writing, we may undertake our portfolio management activities from any location.

AWS Reserved Instance Marketplace

This Reserved Instance marketplace provides a means of selling certain AWS Reserved Instance commitments that are no longer needed or buying similar commitments with varying remaining terms. It is a useful additional tool in providing savings with managed product and term risk.

No requirement from you.

We may set up the use of the marketplace.



Terminating Accelerate

Should Accelerate no longer suit your needs your Strategic Blue Account Manager may suggest, or you may wish to consider, transitioning to one of the other Service Plans we offer. Your Account Manager will be happy to support you here.

Should your agreement with us terminate entirely, this will be done under the terms of the agreement and under the guidance of our team. The key elements of this vary depending on whether we are your cloud reseller or not, as summarized below.

AWS Payer Account

You must complete the [AWS Consent to Assign](#) process to transfer ownership of the AWS Payer Account away from us. This will ensure we are no longer your cloud reseller.

Commitment Holding Accounts

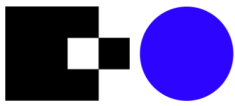
- You will no longer benefit from Commitments in any Commitment Holding Accounts we own. We will move any such accounts, and the Commitments within them, out of your AWS Payer Account.
- Under our guidance if required, you will remove our access to Commitment Holding Accounts that you own so that you assume management control of them and the Commitments they hold.

PrePayment Vouchers

Any remaining Strategic Blue Vouchers will be managed under the PrePayment Service terms and conditions.

Portal Accounts

You will no longer have access to information about your accounts within our Portal as we will deactivate them.



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