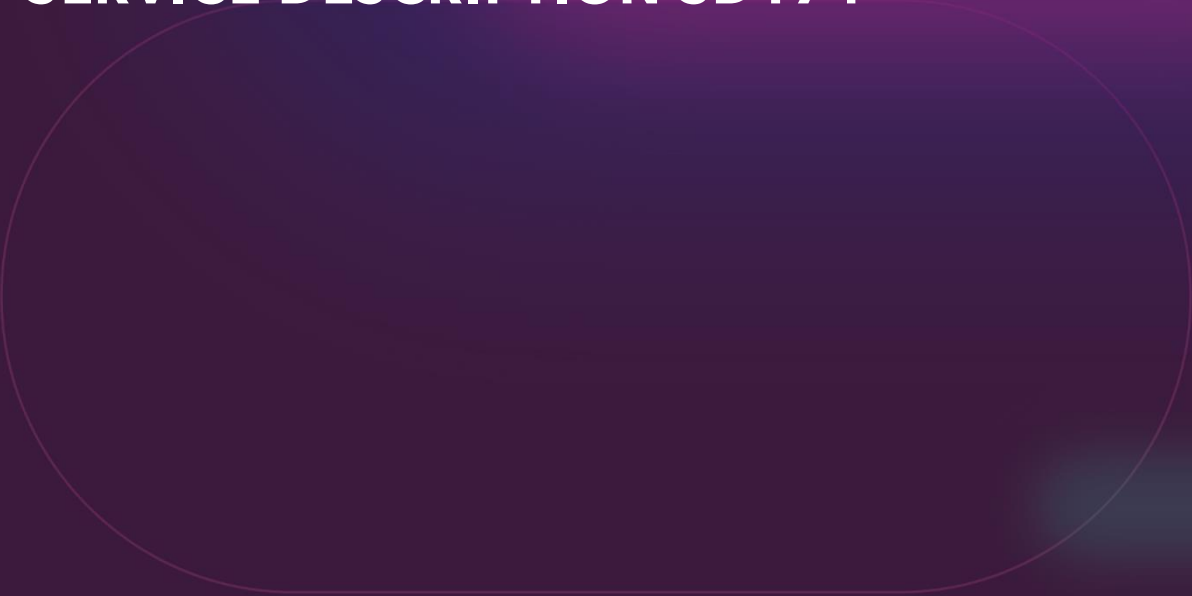


CLOUD FUNDAMENTALS SERVICE

SERVICE DESCRIPTION SD174



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1. SERVICE OVERVIEW

All bold and capitalised terms throughout this Service Description are described in [the Glossary and definition of terms](#).

1.1 SERVICE SUMMARY

The Cloud Fundamentals Service provides Customers with additional capabilities to self-manage their Amazon Web Services ("AWS") and/or Microsoft Azure environment(s) in an effective and secure way. Customers will also have the option to utilise additional in-depth analysis, guidance and Support and financial management of their cloud environment(s). Additionally, the Service provides Customers with technology, expertise, and guidance from Softcat's expert teams, enabling them to better self-serve the management of their own AWS and/or Microsoft Azure environment.

The Service comprises:

- 24x7x365 access to log Support Cases ("**Softcat Support**")
- High level guidance from Softcat's Cloud Solution Architects with up to two (2) hours per month of workshops to ensure the most efficient use of cloud-based solutions ("**Cloud Architects**")
- Access to Softcat's Cloud FinOps capabilities, including Platform access, set-up and monthly optimisation recommendations delivered through reports and workshops ("**FinOps**")
- Access to the Softcat Innovation Points programme ("**Innovation Points**")
- Onboarding, training, and access to the Cloud Management Platform to provision, orchestrate and manage Azure Resources ("**Cloud Management Platform**")
- Direct contact with the Service Delivery Executive team for escalation and ad-hoc reviews ("**Service Delivery Executive**")

Optional Add-Ons are chargeable extras and, where required will be quoted, and confirmed on the Work Order:

- The Enhanced Cloud Optimisation Service provides additional analysis, monthly optimisation recommendations and high level guidance from a Softcat Cloud Architect with up to four (4) hours of their time per month ("**Enhanced Cloud Optimisation**") (**Optional Add-On**)
- Providing an assigned Service Delivery Manager, Service reviews and Service reporting ("**Service Delivery Manager**") (**Optional Add-On**)

Together, the above comprise the "**Cloud Fundamentals Service**", referred to as the "**Service**" within this document.

The Service is delivered in accordance with the following ISO standards:

- ISO 21001
- ISO 20000
- ISO 9001
- ISO 22301

Unless otherwise stated in the Work Order, and in addition to any Terms set out in this Service Description, the following applies to the delivery of the Service set out in this Service Description:

- Softcat Terms and Conditions: [T&Cs](#)
- The Data Process Agreement: [DPA](#)
- CloudHealth End-User License Agreement (EULA): [EULA](#)
- Softcat Customer Success Manager (CSM) EULA: [EULA](#)

1.2 SERVICE FEATURE TABLE

Cloud Fundamentals		Enhanced Cloud Optimisation (Optional Add-On) ⁵
Softcat Support		
Log Support Cases 24x7x365 ¹	✓	✓
Online Support portal to track and log calls	✓	✓
A minimum of two (2) Customer Contacts	✓	✓
P1 Service Level	15 minutes	15 minutes
Cloud Architects		
Cloud solution and best practice workshop and summary write up	Two (2) hours	Four (4) hours
Cloud Solution Architect technical optimisation advice and documentation		
FinOps		
Onboarding: initial optimisation of environment against core best practice policies	✓	✓
Onboarding: initial discovery with stakeholders and comprehensive report back on findings	✓	✓
Onboarding: set up perspectives and policies for Customers	Five (5) perspectives and five (5) policies	Ten (10) perspectives and thirty (30) policies
Access to Softcat’s FinOps Platform, including cost, performance, governance and security reports	✓	✓
Recommendations for security and governance	Single monthly report and workshop	Multiple reports and workshops ² , tailored by persona/business unit
FinOps Analyst Support, including updates to the policies, perspectives and custom dashboards within the FinOps Platform		✓
Ongoing tracking of savings made through recommended improvements, and potential further savings to be made		✓
Annual FinOps maturity assessment service		✓
Innovation Points		
Access to menu of additional services ³	✓	✓
Cloud Management Platform		
Monthly spend on Cloud Resources	✓	✓
Case information	✓	✓
Service Delivery Executive		

Contact and escalation	✓	✓
Ad-hoc reviews ⁴	✓	✓
Service Delivery Manager (Optional Add-On) ⁵		
Named Service Delivery Manager	✓	
Service reports and reviews	✓	

¹ Support Cases can only be raised to the FinOps team and would be progressed during UK Working Hours.

² Up to three (3) reports and workshops are included, with any additional scope subject to further agreement.

³ Customers will have access to a full menu of services that the Innovation Points can be used towards.

⁴ Reviews are limited to once a month, these are usually initiated from an event and/or delivered as a response to a Customer request.

⁵ Optional and Optional Add-On means a chargeable extra. Where an optional extra is chosen by a Customer, this is confirmed on the Work Order. For Customers who exceed a certain cloud spend threshold, may have an aligned Service Delivery Manager included as part of their Service offering.

2. SERVICE DETAIL

2.1 SOFTCAT SUPPORT

Authorised Customer Contacts have access to Softcat Support around the clock and on any day of the year ("24x7x365").

Customer Contacts should raise a Case primarily via the Support portal, where the Case type will be assessed, defined and communicated and the priority level will be agreed with the Customer. Where Service Levels apply to the management of a Case, these will be confirmed on the Work Order. For any Case which the Customer believes to be urgent, the Customer Contact must report to Softcat by telephone.

2.2 CLOUD ARCHITECT(S)

The Service provides the Customer with monthly workshop which is delivered by a Softcat Cloud Architect. The Cloud Architect will provide guidance to the Customer in two (2) key areas:

- Architectural guidance for the implementation of optimisations that originate either from the Customer or from Softcat's FinOps team.
- Architectural guidance and/or peer review for the Customer's existing or planned cloud initiatives, for example, how to ensure the most efficient use of cloud-based solutions and/or making existing solutions more cloud native.

In fulfilment of these activities the Customer will benefit up to two (2) hours of time per month with a Softcat Cloud Architect. The hours used will be tracked by Softcat each quarter. Beyond the two (2) hour time allotted, the aligned Softcat Cloud Architect can attend monthly service reviews, however further needs driven by Customer requirements and additional charges may apply.

2.3 FINOPS

FinOps provides the Customer with analysis, reporting, and recommendations regarding the commercial governance of their cloud solutions. There is a pre-requisite to ensure that the Customer's Microsoft Azure CSP (Cloud Solutions Provider) resides with Softcat, or suitable contracts are in place directly with Microsoft in order for Softcat to deliver the Service. Further guidance can be provided by the Customer's Softcat Account Manager.

High level information is displayed in the Softcat CMP (Cloud Management Platform), from which access is also provided to the FinOps Platform.

Customers will have access to set up and training/guidance workshops to set up reporting, FinOps dashboards and perspectives and policies, as well as giving an overview of the Support that will be provided. Softcat's FinOps Analysts will work with the Customer to determine how the Service can best Support them, as well as helping them to understand the Service scope/structure and gathering any specific reporting requirements/requests the Customer may have.

Softcat's FinOps Analysts will also create up to five (5) policies and five (5) perspectives for the Customer in our FinOps Platform, as well as running initial optimisation workshops to examine the areas where cost savings and efficiencies could be driven through.

Customers will be assigned a FinOps Analyst, who will run workshops to set up reports, dashboards, perspectives and policies, as well as provide an overview of the Support that will be offered. The FinOps Analyst will send the Customer an initial questionnaire to understand the key areas they would like to focus on and Support them during these workshops. This will also include agreeing on plans for actioning the outlined insights to improve the relevant areas. It will be the responsibility of the Customer to then implement the outlined recommendations. Customers will also take part in the FinOps 'clean the house' workshop, which focuses on identifying and implementing immediate improvements and optimisation opportunities, to enhance cost efficiency and security posture in the cloud environment(s). The FinOps analyst will provide actionable insights and strategies to streamline their cloud operations and maximise resource utilisation.

As part of the Service onboarding, all associate Subscriptions and/or Accounts within the Customer's Microsoft Azure tenant and/or AWS Organization, will automatically be onboarded into Softcat's FinOps tool and a monthly reoccurring charge will be incurred. Any widgets in the CMP relating to the Customer's Microsoft Azure and/or AWS cloud spend, will show all Subscriptions and/or Accounts in the Customer's Microsoft Azure tenant and/or AWS Organization.

Where a Customer is onboarding multiple Microsoft Azure tenants and/or AWS Organizations into the Service, the Customer is responsible for ensuring they're onboarded within a timely manner to get the most from the Service. Softcat will guide the Customer through the onboarding activities, however where there is a delay to onboarding due to the Customer, data and information may be restricted and optimisations/recommendations will be limited, and additional charges may apply.

2.4 INNOVATION POINTS

As part of the Service, Customer will accrue ("Innovation Points") to spend on a menu of complementary project-based capabilities.

Points are accrued as a percentage of Customers' Cloud Fundamentals spend and are automatically calculated as part of the billing process. One (1) pound (£) is equivalent to one (1) Innovation Point and Customers will receive a sign-up bonus to begin utilising their points straight away.

The Innovation Points menu has been designed to cover a range of capabilities and skills that Customers may benefit from and to provide them with a layer of additional value from the Service.

The Innovation Points menu includes:

- Advisory services
- Design/Architectural reviews
- Deployment of new workloads and migration delivery
- Accelerator services
- Training
- DevOps

2.5 CLOUD MANAGEMENT PLATFORM

The CMP is a key feature of the Service. It is a web portal that provides access to areas including ⁶:

- **Case management** - To manage Cases, problems and changes as well as interacting with the Cloud Operations team.
- **Monitoring** - To view AWS and Microsoft Azure native dashboards for Resource health and status.
- **Security and compliance** - To view live compliance data from cloud native Platforms.
- **Commercial intelligence** - To view dashboards regarding cloud spend and savings.
- **Service management** - During the onboarding process, a number of pre-agreed contacts will be created to ensure they have access to the relevant insights and/or where necessary can interact with the Service, for instance managing Cases and viewing monitoring data and cost optimisation dashboards.

⁶ The CMP is continuously evolving with new features.

2.6 SERVICE DELIVERY EXECUTIVE

Customers will have access to the Service Delivery Executive team. This team will help with onboarding and will perform ad-hoc reviews as needed ⁷. The Service Delivery Executive will serve as the Customer's point of contact and escalation for the Service during standard UK Working Hours.

Additionally, the Service Delivery Executive will share the relevant service documentation, hold any welcome calls, and coordinate the Service set up.

Where a service report is requested, an additional charge shall apply. Customers can request a quote by contacting their Softcat Account Manager.

⁷ Reviews are limited to once a month, these are usually initiated from an event and/or delivered as a response to a Customer request.

2.7 ENHANCED CLOUD OPTIMISATION (OPTIONAL ADD-ON)

The Enhanced Cloud Optimisation Optional Add-On offers Customers additional levels of analysis from Softcat's FinOps experts, as well as the ability to tailor reports and workshops to subsets of stakeholders within the Customer's organisation.

2.7.1 CLOUD ARCHITECTS

Customers will receive a more detailed workshop with Softcat's Cloud Architects to provide technical perspective on the Customer's infrastructure as well as documentation that outlines best practices for governance and cost management optimisation. These include:

- Recommending the use of more cost-effective cloud services, or tighter governance policies.
- Architectural guidance and/or peer review for the Customer existing or planned cloud initiatives, as well as an output document to capture such recommendations.

In fulfilment of these activities, the Customer will also benefit up to four (4) hours per month with a Softcat Cloud Architect. The hours used will be tracked by Softcat each quarter. Beyond the four (4) hour time allotted, the aligned Softcat Cloud Architect can attend monthly service reviews, however further needs driven by Customer requirements will incur additional charges.

2.7.2 FINOPS

Customers will receive a higher level of service and reporting with the Enhanced Cloud Optimisation Service, as outlined below.

Each Customer will have an aligned FinOps Analyst who will review insights from the FinOps Platform and aggregate recommendations into multiple⁸ monthly reports and workshops for review. These reports and workshops can be tailored for Customer's business units or pre-defined personas; these requirements will be agreed with the Customer upfront as part of the Service onboarding. One of these reports will be a senior leadership level summary report including top level KPIs and summary findings. Customers will also take part in the FinOps 'clean the house' workshop, which focuses on identifying and implementing immediate improvements and optimisation opportunities, to enhance cost efficiency and security posture in the cloud environment(s). The FinOps analyst will provide actionable insights and strategies to streamline their cloud operations and maximise resource utilization.

In addition, Softcat's FinOps Analysts will create up to thirty (30) policies and ten (10) perspectives for the Customer in our FinOps Platform, as well as running initial optimisation workshops to examine the areas where cost savings and efficiencies could be driven through.

The monthly review workshops will include the agreement of plans for actioning the outlined insights to improve areas such as cost and security posture. It will be the responsibility of the Customer to then implement the outlined recommendations unless they have also purchased the Managed Cloud Service. For more detail on the Managed Cloud Service, the Customer is required to speak to their Softcat Account Manager.

The FinOps Analysts will track the ongoing savings made through implementation of the optimisations recommended and will highlight the potential further savings to be made if outstanding recommendations are implemented.

The FinOps Analysts will update dashboards, Policies and the financial groups of cloud Resources within the FinOps Platform as required. Customers should request these updates by raising a Case via the CMP.

As part of the Service, Customers will receive a FinOps Maturity Assessment. This assessment will serve as an educational tool, covering various topics throughout the Service's duration, starting with an initial questionnaire (as described in section 2.3). A follow up workshop will then be conducted, providing an overview of various FinOps capabilities and their respective maturity levels, selected by Softcat's FinOps Analysts. This session will give Customers a clear understanding of their current state and the steps needed for progression.

Following the workshop, the FinOps Analyst will collaborate with the Customer to select the capabilities they wish to focus on as part of their FinOps journey. These selected capabilities will be targeted on a quarterly basis to help the Customer advance in their FinOps maturity. The FinOps Analyst will work closely with the Customer throughout the Service's duration to continuously educate, improve and maximise the value Customers receive from their cloud investments.

For Brownfield Customers, the accuracy of FinOps relies on factors such as cloud resource tagging. If such tagging is not in place, Softcat will provide recommendations defining these tags. In cases where extensive work is required beyond what can be fulfilled by a Change Request, additional costs will apply.

⁸ Up to three (3) reports and workshops are included, with any additional scope subject to further agreement.

2.8 SERVICE DELIVERY MANAGER (OPTIONAL ADD-ON)

At an additional cost Customers can have access to a named Service Delivery Manager who will act as a point of contact and escalation for the Service during standard UK Working Hours.

The aligned Service Delivery Manager will produce service reports and deliver service reviews as agreed. As part of the service review, they will run through the report in more detail and discuss and capture any other Service-relevant actions.

Reporting provided will detail performance against pre-defined KPI's and Service Level targets, with various Case details.

3. SERVICE LEVELS

3.1 SOFTCAT SUPPORT

Softcat offers a response metric, which is Softcat's commitment to raise a Case within a given time from when the report or request is made to Softcat Support.

In the table below, the Service Level target shows the percentage of requests responded to within the Response metric, for example: 95% of Cases logged as a P1 are responded to within fifteen (15) minutes.

Priority	Description	Service coverage hours	Response metric	Service Level target
Priority 1 (P1)	Business impacted or imminent impact expected within four (4) hours; full Customer Site outage; a business-critical system or Supported Product is not working; Customer cannot perform business critical functions; loss of revenue; risk of severe reputational damage; all End-Users unable to perform business critical roles.	24/7	<15 Minutes	95%
Priority 2 (P2)	Partial Customer Site outage; loss of redundancy; a non-business-critical system or Supported Product is down; Customer experiencing a high degradation in Service; risk to revenue generation; multiple End-Users unable to perform business critical roles.	24/7	<30 Minutes	95%
Priority 3 (P3)	Single End-User issue that prevents them from performing business-critical elements of their role; multiple End-Users affected by an identical issue that does not prevent them from performing their roles; reduction in redundancy	M-F 09:00 - 18:00 (ex. Bank Holidays)	<4 Hours	95%

Priority	Description	Service coverage hours	Response metric	Service Level target
	for business-critical systems.			
Priority 4 (P4)	Single user issue that does not prevent them from performing their role or a critical operation; reduction in redundancy for non-business critical systems.	M-F 09:00 - 18:00 (ex. Bank Holidays)	<4 Hours	95%

The Service Level target may be reviewed at any point, by mutual Agreement. The document may also be reviewed where changes to the requirements warrant an amendment.

Category type	Description	Service coverage hours	Response metric	Service Level target
Request ⁹	Request - Uk Working Hours only	M-F 09:00 - 18:00 (ex. Bank Holidays)	<4 Hours	95%

⁹ Unless specified otherwise, any requests are subject to the above metrics.

4. CUSTOMER RESPONSIBILITIES

4.1 SOFTCAT SUPPORT

- a. The Customer should ensure that Customer Contacts are skilled in or knowledgeable of the Customer's Operating Environment, have sufficient access rights and are of a sufficient proficiency to apply the recommendations that are provided as part of this Service.
- b. Prior to Service commencement the Customer should provide:
 - i. A minimum of two (2) Customer Contacts for the purpose of Support and continuity.
 - ii. Any relevant Key Information e.g. models, serials, tenancy, Subscription.
- c. When raising a Case, the Customer Contact should provide, when requested by Softcat:
 - i. Reasonable visibility of system logs, configuration files and error messages;
 - ii. A description of the symptoms and other devices or services impacted;
 - iii. Confirmation when the issue first occurred and if it has occurred before (where possible provide previous Case references);
 - iv. Details of any recent changes or projects implemented prior to the issue being raised;
 - v. Details of all Fixes, configuration amendments and updates performed already to attempt to resolve prior to raising the Case;
 - vi. To what extent the issue is affecting operation of the Customer's business;
 - vii. The number of End-Users impacted and their location;
 - viii. Contact details of the Customer Contact; and
 - ix. Details of any trouble-shooting steps already undertaken.
- d. Implementation of best practice recommendations advised by Softcat.
- e. Direct Support for End-Users. Customers should ensure the Customer's staff are trained to refer all Cases to the Customer Contact in the first instance, and not permit persons other than a Customer Contact to approach Softcat to register a Case.
- f. Use the Service only for the business purposes of the Customer and keep all access credentials and certificates, which Softcat may provide to allow access to the Service, safe and secure, and not share them with any third party without Softcat's prior written consent.
- g. Not use or attempt to use or misuse the Service in any way that is criminal or otherwise unlawful in any relevant jurisdiction.
- h. The Service can only be delivered where the Customer purchases Microsoft Azure via Softcat's Cloud Solution Provider ("CSP") program or directly from Microsoft. For the avoidance of doubt, the Service cannot be provided where the Customer purchases Microsoft Azure via another partner's CSP program.

4.2 CLOUD ARCHITECTS

- a. The Customer must ensure the appropriate technology stakeholders from their organisation attend the workshops.
- b. The Customer can utilise Softcat capabilities to implement some or all of the optimisation recommendations as part of a separate, paid-for engagement and can take advantage of Innovation Points that may already have been accrued to contribute towards the time and effort required. Where the Customer has in-house capabilities to deliver upon some of those recommendations, this should be discussed and agreed with Softcat to ensure that the changes are well-understood, managed and do not impact any other services.

- c. Where additional hours are required with a Solution Architect, the Customer is responsible for ensuring they have reviewed and signed any additional documentation provided, such as a Statement of Work and separate quote.

4.3 FINOPS

- a. Where applicable (should the Customer have Reserved Instances in place), Softcat will be reliant on the Customer assigning the reader role to the reservation order so that Softcat can provide the Service outlined in this Service Description.
- b. Purchasing of Reserved Instances and Savings Plans where applicable.
- c. Provide the necessary Microsoft Azure and AWS Portal information to allow Service initiation.
- d. Install relevant updates within AWS to ensure continued efficient running of the FinOps Platform.
- e. Notification of new public cloud account creation for linking to the existing account.
- f. In the instance that a Customer selects Cloud Fundamentals but does not take the Managed Azure service, and for all AWS recommendations, the Customer is responsible for implementing the optimisation recommendations identified by the FinOps Analysts in the monthly report(s) and workshop(s).
- g. If an existing Customer upgrades to the Cloud Fundamentals and/or Enhanced Cloud Optimisation Service, they can take the 'clean the house' workshop. The workshop can be scheduled at a time that is convenient for the Customer during the Contract period and facilitated by the FinOps Analyst.
- h. As part of the FinOps maturity assessment, the FinOps Analyst will advise on security posture. The Customer is responsible for actioning the recommendations.
- i. The value received from the FinOps maturity assessment depends heavily on the Customer.
- j. Complete onboarding activities aligned to the Customer, to ensure optimisations and recommendations can be provided as part of the Service.

4.4 INNOVATION POINTS

- a. Engage their Softcat Account Manager when they want to utilise their Innovation Points against an additional service.
- b. The Customer is required to have a nominated Customer Contact in order to Call-Off Innovation Points.

4.5 CLOUD MANAGEMENT PLATFORM

Prior to Service commencement the Customer should:

- i. Provide a minimum of two (2) nominated Customer Contacts; and
- ii. Ensure that the Customer Contacts are available at the start of onboarding, are skilled in and have knowledge of the Customer's Operating environment, have sufficient access rights, and are of a sufficient proficiency to apply the recommendations that are provided as part of this Service.

4.6 SERVICE DELIVERY EXECUTIVE

- a. Provide email distribution list for any service reports or communication.
- b. Keep Customer Contacts up to date to allow Service Delivery Executives to provide the Service effectively.
- c. Provide advanced notification to Softcat Support of any planned maintenance that could have an impact on any hardware or Software that Softcat provide Services for.

- d. Provide advanced notification to Softcat Support of any planned decommissioning of Softcat-related equipment or Software.

4.7 ENHANCED CLOUD OPTIMISATION (OPTIONAL ADD-ON)

- a. The Customer is responsible for joining the 'welcome' call with the FinOps Analyst for onboarding and agreeing date and scope for the workshops.
- b. The Customer is responsible for implementing the optimisation recommendations identified by the FinOps Analysts in the monthly report(s) and workshop(s).
- c. The Customer aligns the appropriate person to attend the 'clean the house' workshop. The workshop can be scheduled at a time that is convenient for the Customer during the Contract period and facilitated by the FinOps Analyst.
- d. As part of the FinOps maturity assessment, the FinOps analyst will advise on security posture. The Customer is responsible for actioning the recommendations.
- e. Where additional hours are required with a Solution Architect, the Customer is responsible for ensuring they have reviewed and signed any additional documentation provided, such as Statement of Work and separate quote.

5. NOTABLE EXCLUSIONS

5.1 SOFTCAT SUPPORT

- a. Requests for project and design work, including Professional Services.
- b. Technical Support on the Customer's cloud environment.
- c. Change Management is not included as part of this Service.

5.2 CLOUD ARCHITECT(S)

- a. Any type of implementation activities.
- b. Creation of Statements of Work (SOW) or other documents not specifically highlighted as in scope within this Service Description.

5.3 FINOPS

- a. Technical Support for the relevant Cloud Platform(s) themselves.
- b. Monitoring and management of any IT Resources displayed on the platform in terms of health.
- c. Performance management of cloud-based assets.
- d. Implementation of the optimisation recommendations identified by the FinOps Analysts in the monthly report(s) and workshop(s).

5.4 INNOVATION POINTS

- a. Innovation Points can only be used for Services which are listed on the Innovation Points menu. They can be used to purchase these Services outright, or to pay for part of the cost of that Service. They cannot be used towards any other Service or Managed/Support Services and cannot be called off as a cash rebate or discount against the Service.
- b. Where the Softcat Account Manager has agreed a custom commercial model, Innovation Points will be excluded from the Service.

5.5 CLOUD MANAGEMENT PLATFORM

- a. Access to AWS via Single Sign On ("SSO") is not currently available.
- b. Resource deployment, automation and orchestration is not currently available.

5.6 SERVICE DELIVERY EXECUTIVE

- a. Any bespoke reporting or service reviews.¹⁰
- b. Service Delivery Executives will not act as a project manager or in any other capacity outside of the activities described in this Service Description.

¹⁰ This is available, but subject to an additional charge. Customers can request a quote by contacting their Softcat Account Manager.

6. SERVICE ACCEPTANCE AND ONBOARDING

Following the acceptance of the Contract, the Onboarding period will begin. This is the period in which any pre-requisite dependencies for the Service are completed, for example the collation of Key Information. If there is a requirement for any additional assessment of the Customer's Operating Environment following Softcat's receipt of the Key Information, this will be undertaken during the Onboarding Period.

The Activation Date for the Service will be the day on which the Onboarding Period ends and is signed off as complete by the Customer, or five (5) days after the Onboarding Period has completed (whichever is the sooner). Where any Key Information requested by Softcat is outstanding at the Activation Date, Softcat's obligation to deliver the Service shall be subject to reasonable endeavours. The Customer is also required to sign the Acceptance into Service document within five (5) days of receipt. In the event of no response, it will automatically be deemed as accepted and billing will commence.

Shortly after the Work Order is signed, the Customer will receive a "Softcat Services Welcome Pack" document, which includes key contact details for Softcat, an overview of the escalation process, and other useful information.

7. SERVICE BILLING AND CONTRACT TERM

The billing frequency, Contract Start Date and the Initial Term will be agreed with the Customer and confirmed in the Work Order. Billing will commence once the AIS (Acceptance into Service) document has been signed.

Before the end of any existing Contracts, Softcat will contact the Customer at least thirty (30) days prior to expiry with a quote for renewal. Customers will need to provide a minimum of three (3) months' notice, should they wish to terminate the Contract. In addition, Customers have the option of renewing the Service at any time prior to the renewal date by obtaining a quote from their Softcat Account Manager.

8. TERMS AND CONDITIONS

8.1 OVERVIEW OF TERMS AND CONDITIONS

The delivery of the Service to the Customer shall be governed by this Service Description, the Work Order and Softcat's terms and conditions and the other agreements listed below.

- Softcat terms and conditions: <https://www.softcat.com/general-terms-and-policies/terms-and-conditions-uk>
- Capitalised terms in this document shall have the meaning set out here: <https://www.softcat.com/documents/glossary-and-definition-of-terms.pdf>

In the event of any discrepancy or conflict between the Softcat terms and conditions, Service Description and the Work Order, the conflict shall be resolved with the later-listed document taking precedence over those documents listed earlier.

For the purposes of the relevant Work Order and this Service Description, the term "Service" shall be interpreted as an "Annuity Service".

8.2 DATA PROCESSING AGREEMENT AND ACCEPTANCE OF THE CONTRACT

By signing the Work Order in addition to agreeing to the Service Description, the Customer agrees to the Data Processing Agreement (DPA), available here: <https://www.softcat.com/2816/1288/2265/Softcat-Services-DPA2019.pdf>

The DPA shall be a separate agreement to the Contract (and no liability shall arise (i) under this Contract in respect of the Processing, or (ii) under the Data Processing Agreement in respect of the remaining aspects of providing or using the Annuity Services).

If, in the absence of a signed Work Order but following receipt of this Service Description, the Customer provides a purchase order for the Services and/or instructs Softcat to provide the Services, the Customer shall be deemed to have accepted the Terms and conditions of the Contract, including the Service Description and the DPA.

8.3 END-USER LICENSE AGREEMENT

End-User's use of the CloudHealth Offerings shall be in accordance with the End-User Agreement located at <https://docs.broadcom.com/doc/end-user-agreement-english>. By accepting the Work Order, CloudHealth agrees that it shall at all times comply with the EULA.

8.4 SOFTCAT CUSTOMER SUCCESS MANAGER EULA

The Softcat Cloud Management Platform is a Platform that collects and consolidates Customer's cloud environment data by gathering data and metadata related to Customer's use of cloud-based services. It does this through direct integration with the Customer's cloud environment as well as extraction of data via third party solutions, which in turn directly integrates with the Customer's cloud environment. The Softcat CSM EULA can be found here:

8.5 FRAUD PREVENTION

Softcat strongly recommend that every Customer implements rigorous fraud prevention and detection risk mitigation controls. To effectively prevent fraudulent activity or misuse it's important to understand potential risks and establish policies and practices that minimise exposure. Some examples of violation and abuse of service include:

- Crypto mining
- Spamming
- Hacking
- Distributed denial of service ("DDoS") attacks
- Malware distribution
- Resale of pirated subscriptions

Each cloud and service provider makes recommendations to End-Users concerning security, fraud and risk mitigate. It is responsibility of the Customer to review and implement those recommendations. In addition, Softcat recommends using the following policies and practices to reduce exposure to online transaction risks:

- Monitor and secure tenants using tools such as multi-factor authentication ("MFA").
- Enable MFA for privileged accounts/users.
- Regularly monitor usage of cloud spend.
- Set budget alerts and make use of budget control tools.
- Take quick action when suspicious activities are detected.
- Implement a process to quickly receive, review, act on, and respond to Softcat security notifications.
- Manage and track identities using services (such as digital identity services).
- Secure and manager user access keys.
- Restrict the use of root/global admin users for general administration.
- Grant least privilege access to users.
- Decommission redundant accounts and permissions.
- Ensure audit trail/logging is enabled.

It is the Customers responsibility to secure and protect infrastructure and systems, including tenant(s) and Cloud Platform(s). Softcat does not monitor the Customers use of cloud or related services, nor who accesses it. Softcat does not accept any responsibility, duty to monitor or investigate usage.

The Customer is responsible for maintaining security and utilising the available tools to control and monitor usage and spend. Softcat does not accept liability or responsibility for fraudulent, unauthorised access or usage of the Customer's cloud Platform and Softcat has no liability for this. The Customer is responsible and will be required to pay for such fraudulent or unauthorised use regardless of how it occurs.

8.6 ISO STANDARDS

The Service is fully compliant with the following ISO standards, ensuring the highest levels of quality, security and continuity:

- **ISO 20000** - Focuses on IT service management, ensuring that services are aligned with business needs and adhere to best practices. By following ISO 20000, the Service guarantees that the IT service

management processes are efficient, effective, and continually improving to meet Customer evolving demands.

- **ISO 27001** - Dedicated to information security management systems. It helps organisations protect data and manage security risks systematically. Compliance with ISO 27001 ensures that robust security measures are in place to safeguard sensitive information mitigate risks and respond promptly to security incidents.
- **ISO 9001** - Addresses quality management systems. It ensures that the Service consistently meets Customer requirements and strives for continuous improvement. By adhering to ISO 9001, the Service demonstrates commitment to delivering high-quality services that enhance Customer satisfaction and operational excellence.
- **ISO 22301** - For business continuity management systems, helping organisations prepare for a respond to disruptive incidents. Compliance with ISO 22301 ensures that the Service has comprehensive plans and procedures in place to maintain business operations during unforeseen events, thereby minimising downtime and ensuring service continuity.

