

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 two (2) Service tiers ("**Service Tiers**"), an essentials tier ("**Essentials Tier**") and an advanced tier ("**Advanced 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 and Well Architected Review core Service modules.

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 Governance and Compliance, Infrastructure Monitoring, Patch Management and/or Backup Management core Service modules (if applicable 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 its definitions in Appendix 1 and 2.

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 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. Customer can raise an Incident record for the violation to be remediated if required.

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.

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.

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.

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 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 prioritized based on impact and ease of implementation.

SoftwareOne will perform the Well-Architected Review bi-annually with the first review occurring after Service onboarding and subsequent reviews occurring at a mutually agreed time.

SoftwareOne will spend up to (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 (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
Escalation Management	As Required	Respond to issues or concerns Customer has with the Service. Escalations can be made by emailing escalation@softwareone.com or contacting the standard SoftwareOne support phone numbers.
Annual Appraisal	Annually	Conduct a Service appraisal to analyse 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
Operational Meeting	Monthly	Review Incident and Service Request reports and Service Levels. Duration: thirty (30) – forty-five (45) minute meeting.
Service Review	Quarterly	Review overall Service performance and quality, and 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 upgrade a Cloud Account from the active Essentials Tier to the Advanced Tier 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 and/or 2 (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.
- 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).

4.2 Offboarding

Following onboarding Customer may downgrade a Cloud Account from the active Advanced Tier to the Essentials Tier by raising a Service Request and providing SoftwareOne with thirty (30) days' prior written notice.

Service Offboarding disables the Service for the Cloud Account to be offboarded.

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 Essentials Tier and/or the Advanced Tier 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.
- 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.

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				
Urgency		Critical	High	Medium	Low
	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 the Incident.

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

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 SLA (Elapsed minutes/hours)
S1	High	8 hrs
S2	Medium	24 hrs
S3	Low	48 hrs

6. ASSUMPTIONS, DEPENDENCIES AND EXCLUSIONS

6.1 Assumptions

The following is assumed:

- SoftwareOne will provide access to the Cloud Management Portal and SoftwareOne Spend Management Feature (Essentials Tier and Advanced Tier) and Cost Optimization Feature (Advanced Tier only) to up to five (5) nominated Customer Authorized Contacts.

- All SoftwareOne Services are delivered remotely.
- 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 are out of scope of the Services.

- Customer acknowledges and agrees that it retains sole responsibility for: (i) determining its use of and the extent of its reliance on any of SoftwareOne's advice or recommendations or any other product of the Services; (ii) the delivery, achievement or realization of any benefits directly or indirectly related to the Services which require implementation or execution by Customer; (iii) 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 deploying management agents) and SoftwareOne shall have no responsibility or liability for any issues (including any losses) arising in connection thereto. 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.

6.2 Dependencies

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

- 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 and 2 depending on the Cloud Platform Customer is applying the Service to. Failure to grant appropriate Administrative Access will prevent SoftwareOne from, among other things, fulfilling the Services Contract including any service level agreement and may have a direct impact on the fees, expenses, taxes and other charges (including consumption charges) that Customer may incur in connection with accessing and using the Services. Should Customer look to revoke SoftwareOne's access (a "**Revocation Event**") SoftwareOne shall:
 - have the right to immediately terminate the Services Contract on notice without liability;
 - where no fees and/or discounted fees are being charged for the in-scope Services (or relevant part thereof), have the right to charge and/or increase fees payable (as the case may be) for such Services (or relevant part thereof) to SoftwareOne's then current, non-discounted rates, commencing from the beginning of the calendar month in which the Revocation Event took place;
 - have the right to convert all payment terms to advance payment and invoice Customer accordingly; and

- have no liability whatsoever, under any circumstances, including for any losses, damages, costs and/or expenses suffered by Customer as a result of or in connection with the Revocation Event or any action taken hereunder.
- Agree Service configurations with SoftwareOne and provide all information, data and input necessary for SoftwareOne to deliver the Services including agreeing all core Service module configuration requirements (e.g. backup plans, patch waves, etc.) and providing answers to Well Architected Review questions.
- For Cloud Accounts allocated to the Advanced Tier implement any changes required by SoftwareOne to allow for the deployment and successful operation of management agents. For example, policy changes and firewall and port access.
- For Cloud Accounts allocated to the Advanced Tier provide suitable cloud storage to store backups.
- Schedule change windows and obtain the necessary Customer approvals to allow SoftwareOne to make changes to Customer Cloud Accounts as required.
- Access and use of the 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://www.softwareone.com/en/client-portal-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>.
- 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.

6.3 Exclusions

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

- Deploying and provisioning cloud resources.
- Supporting or applying any of the core Service modules to Customer applications, operating systems or software running within virtual machines or supporting Customer specific configurations.
- 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.
- Patching unsupported operating systems, installed applications, software and application dependencies.
- Applying any of the core Service modules to a Cloud Service not listed in Appendix 1 or 2 (dependent on the Cloud Platform selected).
- 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 all core Service modules, 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.
- Changing the configuration of a core Service module outside of the configuration options defined in the Operations Definition.
- For the Governance and Compliance core Service module remediating non-compliant resources found during onboarding, excluded cloud resources or cloud resources that have violated non-supported standards.
- Uninstalling tooling from Customer's Cloud Accounts required to provide Advanced 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 Advanced Tier to Essentials Tier and on expiry or termination of the Services Contract.
- Removing SoftwareOne's Administrative Access to Customer Cloud Accounts on the expiry or termination of the Services Contract.

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.

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

"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.

"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 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 Service" means an AWS Service.

"Cloud Provider" means Amazon Web Services.

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

"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.

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

"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.

"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.

"Backup Software" means AWS Backup Cloud Service.

“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

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

“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.

“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.

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:

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

"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.

"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 Account" means a Microsoft Azure subscription. It is a billing and management container for cloud resources.

"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.

"Cloud Provider" means Microsoft.

"Cloud Provider Support" means Microsoft Premier Support for Partners.

"Cloud Platform" means the Microsoft Azure cloud platform.

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

"Cloud Provider Spend Anomaly Controls" means the Microsoft Azure Fraud API.

"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.

"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.

"Backup Software" means Commvault Metallic. It consists of management software, an API and agents that are deployed to in-scope virtual machines.

"Spend Management and Cost Optimization Platform" means SoftwareOne's Client Portal.

"Spend Management Feature" means the Spend Management dashboard within SoftwareOne's Client Portal.

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

“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.

“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.

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:
 - For SoftwareOne CSP Cloud Accounts and Non-SoftwareOne CSP Cloud Accounts: “ADRAM” (Azure Delegated Resource Management delivered via Azure Lighthouse) 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. All activities are logged in Azure Activity Log by default for ninety (90) days.
 - For SoftwareOne CSP Cloud Accounts: “AOBO” (Administrator On Behalf Of delivered via Delegated Admin Privileges and Granular Delegated Admin Privileges) 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.
- 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-SoftwareOne 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-SoftwareOne 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.