

SERVICE CATALOG

BACKUPSIMPLE



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1. INTRODUCTION AND OVERVIEW

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

BackupSimple is a solution providing an enterprise grade Backup as a Service, managed by SoftwareOne. Authorized Customer contacts administer backups for cloud solutions through a single web-based admin portal.

SoftwareOne provides value added services as described below .

2. BACKUPSIMPLE SERVICES

The BackupSimple Service consists of the following elements as described in this Section 2 and in Section 3 below:

- Commercial Billing
- 24x7 Support
- SoftwareOne Services Portal
- Service Management for incident and service request fulfilment
- Guided onboarding and, where required, system configuration to agreed Customer requirements

2.1 Commercial Billing

Consumption of the relevant BackupSimple Services is calculated as described at the following links:

Microsoft 365 Data Protection:

[Subscription Usage for Office 365 \(metallic.io\)](#)

Microsoft Entra ID:

[Azure Active Directory Licensing and Usage \(metallic.io\)](#)

Endpoint Data Protection:

[Subscription Usage for Endpoint \(metallic.io\)](#)

Google Workspace Protection:

[Subscription Usage for Google Workspace \(metallic.io\)](#)

Salesforce Data Protection:

[Subscription Usage for Salesforce \(metallic.io\)](#)

Dynamic365 Data Protection:

[Subscription Usage for Dynamics 365 \(metallic.io\)](#)

Virtual Machine Protection:

[Subscription Usage for Virtual Machine \(metallic.io\)](#)

Kubernetes Protection:

[Subscription Usage for Kubernetes \(metallic.io\)](#)

Database Protection:

[Subscription Usage for Database \(metallic.io\)](#)

File and Object Servers:

[Subscription Usage for File and Object Servers \(metallic.io\)](#)

2.2 24 x 7 Support

This section provides details of the scope of the support Services provided for Incidents and Service Requests.

Offering	Description
24 x 7 Support	SoftwareOne will respond to Service Requests, and reports of Incidents submitted by Customer through their Authorized Contacts or from the services management software agent(s).
Scope	BackupSimple Service-related Incidents and Service Requests.
Coverage Hours	24 x 7 x 365
Incident Response Times	Response Times for Incidents are dependent on the severity level: • E1 - Emergency event will be responded within ≤30 minutes* • P1 - Critical event will be responded within ≤1 hour* • P2 - Urgent event will be responded within ≤2 hours • P3 - Important event will be responded within ≤4 hours • P4 – Billing enquiry will be responded within ≤4 hours • P5 - Advisory feedback will be responded within ≤48 hours *E1 and P1 Incidents raised through telephone only
Service Request	Response Times for Service Requests are dependent on the severity level: • S1 - Emergency event will be responded within ≤1 hour* • S2 - Urgent event will be responded within ≤4 hours

Response Times	S3 - Important event will be responded within ≤8 hours Service Request Response Times *S1 Requests raised through telephone only
Contact	Telephone, email or raise in the SoftwareOne Services Portal
Support Tickets	Unlimited
Authorized Contacts	Five (5)

2.3 Service Management

Offering	Description
Service Management	SoftwareOne Service Success Managers are measured on Customer satisfaction. Through structured business reviews they provide insights into the Incidents and Service Requests, reporting on performance against SLAs and highlighting any trends or learnings that can be taken from previous interactions. They provide escalation management for issues where Customer wants improved visibility of support cases.
Initial Customer Onboarding	Meeting with Customer Authorized Contacts to familiarize team with the BackupSimple Service as described in Section 3 Service Onboarding.
Single point of contact for Authorized Contacts	Service Success Manager who also provides oversight of E1 and P1 Incidents (Business hours only based on the office working location of the Service Success Manager)
Regular Business Review Meeting	Online conference conducted every two (2) months with nominated IT Administrator and Contract Administrator Authorized Contacts, consisting of recommendations for: - SLA Performance - Incident / Service Request reports - Incident / Service Request trends - Service improvement opportunities. - Backup success rate against SLA - Items not backed up currently

3. SERVICE ONBOARDING

The number, duration and frequency of workshops is unique per customer and is dependent on the scope and volume of data being configured for backup. The overview below is for illustration purposes to define the process and information that needs to be shared during BackupSimple Service onboarding. SoftwareOne and Customer will document and agree the number, duration and frequency of workshops following agreement on the scope and volume of Customer Data to be configured for backup. SoftwareOne will minimise and consolidate the total number of calls wherever possible.

3.1 Kick-Off Workshop

A remotely delivered workshop to align Customer stakeholders to the BackupSimple Services and delivery model.

Offering	Description
Inclusions	• Introduction and stakeholder mapping • Overview of the engagement, delivery model and baseline schedule • Key Stakeholder information gathering
Exclusions	• All other work or services not specified in Inclusions are excluded
Key Stakeholders	• Authorized Contact(s) ○ Project Manager • Backup/Data Protection Manager
Duration	• One (1) session of maximum one (1) hour
Customer Obligations and Dependencies	General In addition, and without prejudice to, any Customer obligations set out in the Agreement and the Services Contract, Customer shall be responsible, at its cost, for complying with the following Customer obligations: • https://www.softwareone.com/-/media/publishing-documents/swo-master-agreement-customer-obligations-en.pdf (the “General Obligations”) Specific • Customer shall provide Customer Key Stakeholders’ contact information ahead of scheduled session(s) • Customer shall provide a resource to support the scheduling and coordination of participation of relevant Key Stakeholders in each session(s) • Customer shall facilitate the attendance of Key Stakeholder(s) to the scheduled session(s). Customer agrees that the failure of any Key Stakeholder(s) to attend any session(s) will not entitle Customer to a reduction in fees nor to any additional sessions

	Customer Administrator understands industry standard terms for backup services for the session(s)
Assumptions	General: - 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; and (iii) having and maintaining all the necessary licenses, agreements, approvals and consents in place for it and SoftwareOne to perform the Services Contract. SoftwareOne does not make any express or implied warranty that any of the Services (including any Outcomes or Deliverables) will provide any cost savings or decrease in software spend, reduce any security risk or that all security risks will be evidenced, that the Services comply with any applicable regulatory or industry requirements or any other requirement of any government authority in any geographic region - Where agreement, approval, acceptance, consent or similar action by either party is required by any provision of this Services Contract, such action will not be unreasonably withheld or delayed - SoftwareOne shall provide all Outcomes and/or Deliverables in a format deemed appropriate at best accomplishing the task by SoftwareOne. Any Outcomes and/or Deliverables not specifically referred to in the Services Contract that are requested by the Customer are provided at the discretion of SoftwareOne - Services performed under the Services Contract may be limited by the functionality of any third-party software or other tool(s) utilized for the performance of the Services or creation of the Outcomes or the Deliverables. Additionally, SoftwareOne does not guarantee the accuracy of data collected by a third-party tool
Outcomes	Customer Specific Templated BackupSimple Operations Definition

3.2 Discovery Workshop

A remotely delivered workshop to review the existing policies and controls. This is only applicable for VM, Database and SAP workload onboardings. SoftwareOne does not deliver this Service for Microsoft 365, Endpoint, Entra, Salesforce and/or Dynamics 365.

Offering	Description
Inclusions	SoftwareOne will perform the following tasks:

	○ Gather Customer specific backup requirements and priorities ○ Share access requirements to platform ○ Highlight any restrictions and exclusions of the BackupSimple environment
Exclusions	• All other work or services not specified in Inclusions are excluded
Key Stakeholders	○ Project Manager ○ Backup/Data Protection Manager
Duration	• Up to Two (2) sessions of maximum one (1) hour
Customer Obligations and Dependencies	• As set out in the “<i>Customer Obligations and Dependencies</i>” line in the table at Section 3.1 (Kick-Off Workshop)
Assumptions	• As set out in the “Assumptions” line in the table at Section 3.1 (Kick-Off Workshop)
Outcomes	• BackupSimple template Operations Definition updated with Customer specific information

3.3 Design Workshop

A remotely delivered workshop to review and approve configuration recommendations. This is only applicable for VM, Database and SAP workload onboardings. SoftwareOne does not deliver this Service for Microsoft 365, Endpoint, Entra, Salesforce and/or Dynamics 365.

Offering	Description						
Inclusions	• Facilitate and conduct remote workshop to present the following topics: ○ Recommended configurations and policies aligned to agreed Customer requirements. ○ BackupSimple Operations Definition consisting of a high-level design schematic for target configuration. <table> <tr> <th>Component</th><th>Design</th></tr> <tr> <td>Access Management</td><td> Access Management components: • Access strategy • Definition of configuration settings </td></tr> <tr> <td>Backup</td><td> Backup components: • Backup target definition • Scheduling and retention policies </td></tr> </table>	Component	Design	Access Management	Access Management components: • Access strategy • Definition of configuration settings	Backup	Backup components: • Backup target definition • Scheduling and retention policies
Component	Design						
Access Management	Access Management components: • Access strategy • Definition of configuration settings						
Backup	Backup components: • Backup target definition • Scheduling and retention policies						

			Definition of configuration settings	
Exclusions	- All other work or services not specified in Inclusions are excluded. For example: - Implementation of design			
Key Stakeholders	- Project Manager - Backup/Data Protection Manager - IT Security Administrator			
Duration	One (1) session of maximum two (2) hours			
Customer Obligations and Dependencies	As set out in the “<i>Customer Obligations and Dependencies</i>” line in the table at Section 3.1 (Kick-Off Workshop)			
Assumptions	As set out in the “<i>Assumptions</i>” line in the table at Section 3.1 (Kick-Off Workshop)			
Outcomes	BackupSimple Operations Definition			

3.4 Implementation

Implementation of the BackupSimple Service components (aligned to the Service Level Offering). For Microsoft 365, Endpoint, Entra, Salesforce, Dynamics 365 this is normally delivered as part of the initial kick off workshop.

Offering	Description
Inclusions	- SoftwareOne will perform the following tasks: - Configure administrative access and RBAC requirements in the Customer management tenant - Configure the cloud backup storage repository(ies) - Configure storage accounts - Configure backup plans
Exclusions	All other work or services not specified in Inclusions are excluded
Key Stakeholders	- Project Manager - Backup/Data Protection Manager - IT Security Manager
Duration	One (1) weekly session of maximum one (1) hour and for recurrence of no more than six (6) weeks aligned to agreed deployment plan

Customer Obligations and Dependencies	- As set out in the “<i>Customer Obligations and Dependencies</i>” line in the table at Section 3.1 (Kick-Off Workshop) - Customer will have completed all pre-requisite actions as provided via the onboarding invite, including but not limited to: - Identity - Storage configuration - Workload access
Assumptions	As set out in the “<i>Assumptions</i>” line in the table at Section 3.1 (Kick-Off Workshop)
Outcomes	- Completed Customer Specific BackupSimple configuration as documented in Operations Definition - First full backup initiated

3.5 Enablement Workshop

Finalize BackupSimple Service onboarding for transition to Business as Usual state. This can also be delivered as part of the Implementation Service.

Offering	Description
Inclusions	- Scheduling of the session for nominated Authorized Contact(s) - Enablement session for nominated Authorized Contact(s) delivered through SoftwareOne conferencing solution consisting of: - Administration portal navigation - Changing backup scope - Running restores - Creating/reviewing reports - Provide access URL's, email address and telephone contact number information to nominated Authorized Contact(s) - Provide escalation matrix - Credentials for SoftwareOne Services Portal
Exclusions	All other work or services not specified in Inclusions are excluded
Key Stakeholders	- Project Manager - Backup/Data Protection Manager - Authorized Contact(s) as defined in Services Contract

Duration	One (1) session of maximum two (2) hours
Customer Obligations and Dependencies	- As set out in the “<i>Customer Obligations and Dependencies</i>” line in the table at Section 3.1 (Kick-Off Workshop) - Access and use of SoftwareOne’s Client Portal is subject to Customer’s acceptance of, and compliance with, the SoftwareOne Client Portal Terms of Use available here: https://docs.platform.softwareone.com/terms-and-conditions/terms-of-use - Access and use of SoftwareOne’s Services Portal (“SSP”) is subject to Customer’s acceptance of, and compliance with, the additional SSP Terms available here: https://www.softwareone.com/-/media/publishing-documents/swo-softwareone-services-portal-terms-en.pdf
Assumptions	As set out in the “<i>Assumptions</i>” line in the table at Section 3.1 (Kick-Off Workshop)

4. ENABLEMENT AND BAU OPERATIONS

This element of the BackupSimple Service consists of the following enablement and Business as Usual operations.

Offering	Description		
Inclusions	- The table below delineates the tasks between the parties - R – Responsible for activity - I – Informed of activity		
	Feature	SoftwareOne	Customer
	Onboarding		
	Onboarding call scheduling	R	I
	Technical Onboarding call attendance	R	R
	NOTE: minimum one (1) hour twice weekly unless agreed otherwise by both parties		
	Architectural Advisory	R	I
	Architecture acceptance	I	R
	Define backup policy (“Plan”) requirements	I	R

	across data landscape		
	Configure backup policy (“Plan”) requirements across data landscape	R	I
	Admin portal enablement	R	I
	Admin Portal		
	Operation and maintenance	R	I
	Tenant creation and default configuration	R	I
	Primary tenant admin user account creation	R	I
	Backup Repository – Business Feature		
	Configuration of storage account in Metallic® the backup platform cloud environment	R	I
	Backup Repository – Enterprise Feature		
	Configuration of storage account in Customer’s cloud environment	I	R
	Configuration of storage account in Admin Portal for backup plan	R	I
	Configure Identity Provider		
	Configuration of prerequisites within Customer domain	I	R
	Configuration of identify in Admin portal	R	I
	Backup and Restore Jobs		
	Monitoring and remote troubleshooting	R	I
	Job failure triage	R	I

	Backup or restore job execution (self- service)	I	R
	Backup or restore job request	I	R
	SoftwareOne backup or restore execution (upon Customer request via the SoftwareOne Services Portal Service Request process)	R	I
	Reporting		
	Quarterly business reviews with Service Success Manager	R	I
Exclusions	All other work or services not specified in Inclusions are excluded. For example: no work will be conducted on-premises by SoftwareOne, all work will be completed remotely		
Key Stakeholders	Authorized Contact(s)		
Customer Obligations and Dependencies	- As set out in the “<i>Customer Obligations and Dependencies</i>” line in the table at Section 3.1 (Kick-Off Workshop) - Customer Administrator is able to affect final decisions on BackupSimple Service scheduling and retention policies		
Assumptions	As set out in the “Assumptions” line in the table at Section 3.1 (Kick-Off Workshop)		

5. BACKUP OPTIONS

The following options are available within the BackupSimple Service and will be documented in the Operations Definition:

SKU Item	Definition
BackupSimple - Endpoint Backup for Business	Enterprise-grade backup to safeguard selected data stored on employee laptops and desktops. Unlimited Azure storage per laptop/desktop with one (1) year of retention included. Minimum of two hundred and fifty (250) users on a Term Price or Utility Price basis

BackupSimple - Endpoint and eDiscovery Backup for Business	All capabilities of BackupSimple – Endpoint Backup for Business, PLUS eDiscovery and compliance search. Unlimited Azure storage per laptop/desktop with one (1) year of retention included. Minimum of two hundred and fifty (250) users on a Term Price or Utility Price basis
BackupSimple - Endpoint Backup for Enterprise	Enterprise-grade backup to safeguard selected data stored on employee laptops and desktops. Bring your own storage in Customer's Azure cloud with an ability to set retention policy to up to unlimited. Customer must have a separate agreement for Azure in place. All Azure consumption is at Customer's cost. Minimum of two hundred and fifty (250) users on a Term Price or Utility Price basis
BackupSimple - Endpoint and eDiscovery Backup for Enterprise	All capabilities of the BackupSimple – Endpoint Backup for Enterprise, PLUS eDiscovery and compliance search. Bring your own storage in Customer's Azure cloud with an ability to set retention policy to up to unlimited. Customer must have a separate agreement for Azure in place. All Azure consumption is at Customer's cost. Minimum of two hundred and fifty (250) users on a Term Price or Utility Price basis
BackupSimple - M365 Backup for Business	Comprehensive backup for Exchange, OneDrive, SharePoint, Teams, Project, and Groups of users in scope. 50GB per user for Azure storage for Exchange, OneDrive, SharePoint, Teams, Project, and Groups of users in scope with retention included for up to seven (7) years. The storage is pooled across all users so one hundred (100) users equates to: 50GB x one hundred (100) = total available storage Minimum of two hundred and fifty (250) users on a Term Price or Utility Price basis
BackupSimple - M365 and eDiscovery Backup for Business	All capabilities of BackupSimple – M365 Backup for Business, PLUS eDiscovery and compliance search for Exchange. 50GB per user for Azure storage for Exchange, OneDrive, SharePoint, Teams, Project, and Groups of users in scope with retention included for up to seven (7) years. The storage is pooled across all users so one hundred (100) users equates to: 50GB x one hundred (100) = total available storage for the tenant. Minimum of two hundred and fifty (250) users on a Term Price or Utility Price basis
BackupSimple - M365 Backup for Enterprise – Bring your own storage	Comprehensive backup for Exchange, OneDrive, SharePoint, Teams, Project, and Groups of users in scope. Bring your own storage in Customer's Azure cloud with an ability to set retention policy to up to unlimited. Customer must have a separate agreement for Azure in place. All Azure consumption is at Customer's cost.

	Minimum of two hundred and fifty (250) users on a Term Price or Utility Price basis
BackupSimple - M365 and eDiscovery Backup for Enterprise – Bring your own storage	All capabilities of BackupSimple – M365 Backup for Enterprise, PLUS eDiscovery and compliance search for Exchange. Bring your own storage in Customer's Azure cloud with an ability to set retention policy to up to unlimited. Customer must have a separate agreement for Azure in place. All Azure consumption is at Customer's cost. Minimum of two hundred and fifty (250) users on a Term Price or Utility Price basis
BackupSimple – Entra ID Backup	Comprehensive backup for the following Entra ID components held in Azure Entra ID directories: • User and Group Identities • Users • Groups • Enterprise Applications • Application Registrations • Roles • Conditional Access Policies Minimum of two hundred and fifty (250) users on a Term Price or Utility Price basis
BackupSimple - Google Workspace Backup	Comprehensive backup for Google Drive (My Drive, Shared drives and My computers) and Gmail of users in scope 50GB per user for Google Cloud storage for Google Drive (My Drive, Shared drives and My computers) and Gmail of users in scope with retention included for up to seven (7) years The storage is pooled across all users so one hundred (100) users equates to: 50GB x one hundred (100) = total available storage Minimum of two hundred and fifty (250) users on a Term Price or Utility Price basis
BackupSimple - Salesforce Backup	Data backup and recovery across Salesforce production and sandbox environments of users in scope. Unlimited Azure storage for Salesforce production and sandbox environments of users in scope and unlimited data retention included. or Customer has the option to bring its own storage in Customer's AWS cloud with an ability to set retention policy to up to unlimited. Customer must have a separate agreement for AWS in place. All AWS consumption is at Customer's cost. Minimum of two hundred and fifty (250) users on a Term Price or Utility Price basis
BackupSimple - Dynamics365 Backup	Comprehensive backup across production and sandbox environments of users in scope. Unlimited Azure storage for production and sandbox environments of users in scope and unlimited data retention included. or

	Customer has the option to bring its own storage in Customer's Azure cloud with an ability to set retention policy to up to unlimited. Customer must have a separate agreement for Azure in place. All Azure consumption is at Customer's cost. Minimum of two hundred and fifty (250) users on a Term Price or Utility Price basis
BackupSimple – Virtual Machine Backup	Data backup and recovery across cloud based Virtual Machines hosted in Azure, Google or Amazon platforms Customer can elect one (1) of the following two (2) storage options: • Customer can procure Commvault storage based in Azure or Oracle Cloud Infrastructure from SoftwareOne • Customer can procure its own Azure based Storage Procurement is on a Term Price or Utility Price basis
BackupSimple – Kubernetes Backup	Data backup and recovery across cloud based Kubernetes Containers hosted in Azure, Google or Amazon platforms Customer can elect one (1) of the following two (2) storage options: • Customer can procure Commvault storage based in Azure or Oracle Cloud Infrastructure from SoftwareOne • Customer can procure its own Azure based Storage Procurement is on a Term Price or Utility Price basis
BackupSimple - Database	Data backup and recovery across cloud based Database Servers hosted in Azure, Google or Amazon platforms Customer can elect one (1) of the following two (2) storage options: • Customer can procure Commvault storage based in Azure or Oracle Cloud Infrastructure from SoftwareOne • Customer can procure its own Azure based Storage Procurement is on a Term Price or Utility Price basis
BackupSimple – File and Object Servers	Data backup and recovery across cloud based File and Object Servers hosted in Azure, Google or Amazon platforms Customer can elect one (1) of the following two (2) storage options: • Customer can procure Commvault storage based in Azure or Oracle Cloud Infrastructure from SoftwareOne • Customer can procure its own Azure based Storage Procurement is on a Term Price or Utility Price basis

6. COMMVAULT METALLIC® - ADDITIONAL TERMS

Customer's access and use of any of Commvault Systems Inc. ("**Commvault**") Metallic® services and/or software (including any APIs) (the "Metallic® SaaS Services") provided as part of the BackupSimple Services is subject to Customer's acceptance of Commvault's Master Terms and Conditions which can be found at the following link: [Master Terms and Conditions \(commvault.com\)](https://www.commvault.com/master-terms-and-conditions). Customer shall accept the Master Terms and Conditions (or shall authorize SoftwareOne to accept them on its behalf during the onboarding process) prior to accessing or using any SoftwareOne Services or Metallic® SaaS Services. By accessing and using the Metallic® SaaS Services Customer: (i) acknowledges that it has read and understood the content of the Master Terms and Conditions; and (ii) where SoftwareOne is accepting the Master Terms and Conditions on Customer's behalf during the onboarding process, confirms that it has authorized SoftwareOne to accept them on its behalf; and (iii) agrees to be bound by and comply with them.

Customer agrees that it shall only access and use the Metallic® SaaS Services for its own internal business purposes and only as part of the BackupSimple Services.

In addition, and without prejudice to the foregoing, where Customer is provided with access or use of any Commvault APIs as part of the BackupSimple Services, Customer agrees to use such APIs only for legal and proper purposes in accordance with the purpose envisaged by the BackupSimple Services and in compliance with the Services Contract and the Master Terms and Conditions. Customer may only use the APIs as part of the BackupSimple Services.

Customer agrees that when using the APIs, it will not do the following, attempt to do the following, or knowingly permit others to: intentionally use any such APIs to interfere with or disrupt the Metallic® SaaS Services or servers or networks, or disobey any requirements, procedures, or policies of networks connected to the Metallic® SaaS Services; intentionally transmit any viruses, malware, worms, defects or items of a destructive nature; for any unauthorized or illegal purposes; to intentionally circumvent or modify any APIs or other security mechanisms; to intentionally place or permit a third party to place any advertisements or other materials that obscure or misattribute the source of the Commvault partner program or Metallic® SaaS Services; intentionally reverse engineer, disassemble, reconstruct, modify or create any derivative works of the Metallic® SaaS Services. SoftwareOne and/or Commvault may suspend or throttle Customer's access to the APIs, immediately and without notice if: (i) Customer violates any of the terms in this paragraph; or (ii) if in SoftwareOne's or Commvault's sole discretion, it determines that Customer's use of the API poses a security or service risk to SoftwareOne and/or Commvault, any other users or Commvault partner program participants; or (iii) in the event of fraud or potential fraud, illegal activity, or misuse.

Customer acknowledges and agrees that Commvault may modify the Metallic® SaaS Services from time to time and that accordingly, the BackupSimple Services provided by SoftwareOne may also be modified as a result thereto. On being notified by Commvault, SoftwareOne shall, provide Customer with as much notice as reasonably possible of any material changes to the Metallic® SaaS Services and any changes that may impact SoftwareOne's BackupSimple Services or Customer's access and use thereof.

Upon the termination or expiry of the BackupSimple Services Contract, Customer shall have sixty (60) days from such date to access and restore the data backed up by the Metallic® SaaS Services. Customer acknowledges and agrees that Commvault shall delete any Customer data not sooner than sixty (60) days after the such date. Customer agrees that egress fees may apply. SoftwareOne shall notify Customer of any egress fees at the time.

7. SECURITY PRACTICES

7.1 Introduction

SoftwareOne shall maintain and implement the following technical and organizational measures in relation to the security of the Customer's subscriptions and/or accounts in scope of the BackupSimple Services. The Customer remains the primary system/account administrator and is responsible for the integrity, security, maintenance and appropriate protection of Customer Data by: (i) selecting and purchasing appropriate security services; (ii) implementing appropriate encryption and logical access controls; and (iii) maintaining appropriate application security controls. Certain SoftwareOne services are available to help Customer meet these requirements.

7.2 Encryption

The Customer shall use reasonable security precautions considering its use of the Services. This includes but is not limited to encrypting any PHI and PII transmitted to or from, or stored on, the servers or storage devices included in the Services Contract.

7.3 Administrative Controls

7.3.1 Screening

SoftwareOne will perform pre-employment background screening of its employees who have access to Customer's accounts, and is committed to employee supervision, training, and management. This includes regular, ongoing security assessments and training from the SoftwareOne Security operations team. SoftwareOne measures the team phishing susceptibility and cybersecurity knowledge levels and the rates of malware infections. These metrics provide an indicator to employee-driven cybersecurity incidents over time.

7.3.2 Access

SoftwareOne will restrict the use of administrative access for Customer accounts to its employees and other agents who need the access for the purpose of providing the contracted Services. SoftwareOne personnel who access Customer accounts shall be required to log on using an assigned user-name, password and utilize Multi-Factor-Authentication.

7.3.3 Change Control

All changes to the Services will align to the agreed change process and approval process. Review of changes will be undertaken by the nominated parties' Change Approval Board "CAB". This CAB has the authority to accept or reject the change.

7.3.4 Customer Access

As the primary system administrator, the Customer is responsible for the management of its user accounts, including creation, change management, and termination, and enforcement of related remote working and password controls.

7.3.5 Routine Security Alerts

SoftwareOne shall be under no obligation to notify routine security alerts in respect of the Customer's subscriptions and/or accounts in scope of the BackupSimple Services (including without limitation, pings and other broadcast attacks on firewalls or edge servers, port scans, unsuccessful log-on attempts, denial of service attacks, packet sniffing or other unauthorized access to traffic data that does not result in access beyond IP addresses or headers, or similar incidents) save as otherwise specifically set out in the Services Contract.

7.4 Unauthorized Access to Customer Data or Use of the Services

SoftwareOne is not responsible to Customer or any third party for unauthorized access to Customer Data or the unauthorized use of the Services unless and, only to the extent, the unauthorized access or use results from a SoftwareOne failure to meet its security obligations stated in this Section 7.

Customer is responsible for the use of the Services by any employee of Customer, any person Customer authorizes to use the Services, any person to whom Customer gives access to the Services, and any person who gains access to Customer Data or the Services as a result of Customer's failure to use reasonable security precautions, even if such use was not authorized by Customer.

APPENDIX 1 – ADMINISTRATIVE ACCESS

Administrative Access

Without prejudice to Section 1.15 of Customer's General Obligations, Customer shall provide the following administrative access:

Authorized SoftwareOne support engineers can perform management operations or support on Customer's subscriptions in scope of the Services. 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. SoftwareOne support engineers do not have access to Customer's Active Directory. All activities are logged by default for ninety (90) days. All SoftwareOne accounts have Multi-Factor-Authentication (MFA) enabled.

APPENDIX 2 – KEY TERMS

“Admin Portal” means the SoftwareOne provisioned administration portal for the Customer to utilize the BackupSimple Service in accordance with the Services Contract.

“Backup Agent” means Commvault iData backup management software.

“BackupSimple Orchestration Engine” means the multi-tenanted Commvault SaaS platform, hosted by Commvault on Azure and managed by SoftwareOne that provides the configuration engine that manages the backup and restore operations.

“Customer Data” means all data (including databases, files, text, audio, video or image files) agreed to be backed up by the BackupSimple Services. Customer Data does not include administrative data or support data.

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

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

“Patient Health Information” or **“PHI”** means a combination of any information that identifies a patient’s health status, provision of health care, or payment for health care that is created or collected by a Covered Entity (or a Business Associate of a Covered Entity), and can be linked to a specific individual patient as defined in Health Insurance Portability and Accountability Act of 1996 (**“HIPAA”**).

“Personally Identifiable Information” or **“PII”** means a combination of any information that identifies an individual with that individual’s sensitive and non-public financial, health or other data or attribute, such as a combination of the individual’s name, address, or phone number with the individual’s national insurance number or other government issued number, financial account number, date of birth, address, biometric data, mother’s maiden name, or other **“Personal Data”** or **“Special Categories of Data”** as defined in the General Data Protection Regulation (Regulation (EU) 2016/679).

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

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

“SoftwareOne Services Portal” means the online IT Service Management portal for Customer to raise Incidents and Service Requests.