

SERVICE CATALOG

AZURESIMPLE

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1 AzureSimple Introduction and Overview

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

The Data Processing Addendum(s) available here (AzureSimple) and here (PyraCloud), shall apply with respect to the Services described in this Service Catalog when applicable data protection law requires a DPA to the use of SoftwareONE's Services.

AzureSimple is a usage-based subscription service where the Customer pays for consumption of Azure services as used. SoftwareONE provides commercial billing, reporting, platform support and other value-added services as described below.

Customer's access and use of the Azure services is subject to Customer's acceptance of the Microsoft Customer Agreement (a direct agreement between Customer and Microsoft), as may be amended by Microsoft from time to time, which can be found at the following link: Licensing Documents (microsoft.com). Customer shall accept the Microsoft Customer Agreement prior to accessing or using any SoftwareONE Services or Azure services. By accessing and using the Azure services Customer: (i) acknowledges that it has read and understood the content of the Microsoft Customer Agreement; and (ii) agrees to be bound by and comply with its terms. SoftwareONE is a Cloud Solution Provider (CSP) of Azure services.

The SoftwareONE AzureSimple Services are comprised of the following.

- Enhanced Azure Billing Capabilities
- 24x7 Unified Support
- Intelligent PyraCloud Cost Management Platform
- Service Management for Cost Optimization and Service improvements
- Customer Onboarding Assistance

Each of these elements of the Services is described in the relevant sections below.

2 AzureSimple Services

AzureSimple Services consist of the following:

- Commercial Billing
- 24x7 Unified Support
- Intelligent PyraCloud Cost Management Platform
- Global Service Success Management
- Customer Onboarding Assistance

2.1 Commercial Billing

By default, SoftwareONE will bill Customer in the currency defined by Microsoft in the Regional Authorization Overview unless otherwise specified in the Services Contract.

Customer Pricing is based upon the actual Microsoft usage rate on the defined date. All pricing is published by Microsoft. All conversions to billing currency are based on exchange rates defined by Microsoft. Invoicing of AzureSimple will occur monthly in arrears unless otherwise specified in the Services Contract. Prepayment options are available with a minimum of \$60,000 per year.

SoftwareONE will make reasonable efforts to provide accurate pricing based on the information available at the time of Customer's request.

2.2 24x7 Unified Support

This section describes the scope of support provided for Azure Platform related Incidents and Service Requests. Three (3) categories of support are provided:

- Break/fix support when an underlying Azure platform service is not operating in the way that it should SoftwareONE will provide assistance to get this resolved.
- Configuration Issue Support this provides Customer with access to skilled SoftwareONE resources that can help troubleshoot configuration issues with commonly used Azure services.
 This support category is limited to the named list of Azure services in Appendix 2.
- Provisioning Support this provides Customer support with creation of Azure resource instances. This category is limited to the named list of Azure services in Appendix 3.

Additional support for Customer workloads is available as part of the SoftwareONE Managed Cloud Compute and Unified Support for Multi-Vendor services (available separately, additional charges apply).

Offering	Description	
Unified Support	SoftwareONE will respond to Service Requests, and reports of Incidents submitted by Customer through its Authorized Contacts or from the services management software agent(s)	
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 minutes¹ 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 	
Service Request Response Times	 Response times for Service Requests are dependent on the severity level: S1 - Emergency event will be responded within ≤1 hour² S2 - Urgent event will be responded within ≤4 hours S3 - Important event will be responded within ≤8 hours 	
Azure service levels	For Customer's information the Azure service level agreements can be found at the following link: https://azure.microsoft.com/en-us/support/legal/sla/cloud-services/	
Contact	Telephone, email or Unified Support Online.	
Support Tickets	Unlimited	
Authorized Contacts	Five (5)	
Break-fix Support	SoftwareONE will provide break-fix support for all first-party Microsoft Azure services. This means that if an underlying Microsoft Azure platform service is not operating in the way that it is intended SoftwareONE will provide assistance to get this resolved, including ownership of escalation to Microsoft Partner Premier Support when required.	
	This is a reactive service to resolve issues with the operation of the Azure platform services.	
Configuration Issue Support	SoftwareONE will provide reactive configuration issue support and best practice guidance via Customer raised Service Requests for the Azure services listed in Appendix 2: <i>Configuration Issue Support</i>	

¹ E1 and P1 Incidents raised through telephone only ² S1 Requests raised through telephone only

Provisioning Support

SoftwareONE will create instances of Azure resources listed in Appendix 3: *Provisioning Support Services* as specified through Customer raised Service Requests.

All other work or services not specified in Inclusions are excluded. For example:

SoftwareONE offering for AzureSimple does not include the following services, but these can be delivered by SoftwareONE Professional services at an additional cost:

- Architectural guidance
- Configuration and design

SoftwareONE offering for AzureSimple does not include the following services, but these can be delivered under a separate SoftwareONE Managed Cloud services contract at an additional cost:

- Proactive monitoring of Azure resources or applications
- Patching of virtual machines
- Backup configuration or management of backup tasks
- Operating System support

SoftwareONE offering for AzureSimple does not include the following services but these can be delivered under a separate SoftwareONE Unified Support for Multi-vendor services contract at an additional cost:

• support for third party products / services

SoftwareONE offering for AzureSimple does not include the following services:

- Application support within a virtual machine
- Marketplace item support

Dependencies

Administrative Access to be granted by Customer in accordance with Appendix 1 (Administrative Access, Partner Admin Link (PAL))

Exclusions

2.3 PyraCloud Cost Management

Offering	Description
PyraCloud	PyraCloud, SoftwareONE's proprietary digital platform, enables organizations to implement a software and cloud portfolio management process.
PyraCloud Cloud Spend Module	The PyraCloud Cloud Spend Management module provides a single platform to assist the Customer in governing spend across multiple cloud resources: • Analyze and optimize budget and spend • Discover, structure and govern cloud resources • Define business units and map resources to those business units • Establishing budgets by business units • Split shared cloud resource costs • Chargeback cloud costs to business units
Onboarding	Set up nominated user access to PyraCloud and provide initial user awareness training as described in Section 2.5 Customer Onboarding Assistance Access and use of PyraCloud is subject to Customer's acceptance of, and compliance with, the PyraCloud Terms of Use available through www.pyracloud.com

2.4 Global Service Success Management

Offering	Description
Platform Technical Level knowledge	SoftwareONE Service Success Managers have Cloud Platform foundational technical level knowledge to provide insight into Incidents and Service Requests, report on performance against SLAs, support with Cost Management and Cost Optimization and highlight any trends or learnings that can be taken from previous interactions
Dedicated SSM location	Customers will receive a named SoftwareONE Service Success Manager from SoftwareONE's Global Team from onboarding and into the ongoing BAU service
Initial Customer Onboarding	Meeting with Customer Authorized Contacts to familiarize team with the service and onboarding steps as described in Section 2.5 Customer Onboarding Assistance

Ticket Escalations	The Service Success Manger can provide business hours escalation and communication support for E1 and P1 Incidents and S1 Service Requests if requested by the Customer		
Regular Business Review Meeting	Online conference conducted every two Administrator and Contract Administrator of recommendations for:		
	 SLA Performance Budgets and Spike/Overage Alerting Chargeback to entities 	Reserved InstancesRight Sizing of VMsOrphaned Instances	

2.5 Customer Onboarding Assistance

Offering	Description
	SoftwareONE onboarding team will conduct an onboarding session to nominated Authorized Contact(s) to demonstrate the functionality of PyraCloud and Unified Support Online. This consists of:
	 Scheduling of the onboarding session for nominated Authorized Contact(s)
Onboarding Session	 Providing a two (2) hour onboarding session for nominated Authorized Contact(s) delivered through SoftwareONE conferencing solution
	 Providing credentials to nominated Authorized Contact(s) for Unified Support Online IT Service Management tool and PyraCloud
	 Providing access URL's, email address and telephone contact number information to nominated Authorized Contact(s)
	For customers with existing Azure subscriptions SoftwareONE Cloud Delivery team will initiate and coordinate the billing transfer to AzureSimple. Depending on the existing contract the following transfer process will be followed:
Subscription Transfer	Direct SCE/Enterprise Agreement (Section 3.1)
	• Indirect SCE/Enterprise Agreement, Web Direct (PAYG), Open or MPSA (Section 3.2)
	Other CSP Partner (Section 3.4)

Exclusions	All other work or services not specified in Inclusions are exclude	ded
Dependencies	Customer shall facilitate the attendance of the nominated Aut Contact(s) to the scheduled onboarding session	horized

3 Subscription Transfer Options

3.1 Transfer Subscriptions from Existing Direct SCE/Enterprise Agreement

SoftwareONE will initiate and coordinate the billing transfer from Customer's Direct Microsoft Enterprise Agreement Azure subscription to AzureSimple. Azure services in the subscription keep running without any interruption during the billing transfer.

The Service will be conducted by an experienced cloud consultant and will be delivered remotely.

Offering	Description
	SoftwareONE initiate and coordinate the billing transfer from Direct SCE/EA to AzureSimple
	No service downtime
	Azure services in the subscription keep running without any interruption
	Azure resources transfer
Inclusions	 All resources from the subscriptions including Virtual machines, disks, and websites transfer including supported Azure Classic Resources (as listed <u>here</u>)
	Modern CSP subscription
	Cancel and re-enable reserved instances
	Azure Reservations are unable to be moved
	SoftwareONE will cancel the reserved instances on SCE/EA subscriptions and will reactivate them on mutual agreement for a new period of one (1) or three (3) years
	All other work or services not specified in Inclusions are excluded. For example:
	Monetary commitments cannot be transferred
	Cancelled reservations refund cannot be transferred
Exclusions	Disabled subscriptions will not be transferred
	Azure Marketplace products that are not enabled for CSP
	Migration of Azure Classic Resource types that are not supported on CSP (in some cases these can be upgraded to ARM at additional cost and then transferred - please request a quote from your sales contact)

	Classic to ARM Upgrade (please request a quote from your sales contact)
Key Stakeholders	Infrastructure ArchitectOperations Manager
Duration	One (1) Business Day
	Customer will provide Global Admin or Admin Agents role to the SCE/EA subscriptions
Dependencies	Customer will schedule change window
	Customer will provide access to subject matter experts as required in the project
Outcome	Migrated Resources to Modern CSP

3.2 Indirect SCE/Enterprise Agreement, Web Direct (PAYG), Open or MPSA via Resource Move

SoftwareONE will initiate and coordinate a resources migration from the existing contract (other than Direct EA/SCE or CSP) to AzureSimple. Azure Classic Resources need to be upgraded to Azure Resource Manager and specific services like Marketplace items and ExpressRoute need to be reconfigured.

The Service will be conducted by an experienced cloud consultant and will be delivered remotely.

Offering	Description
	SoftwareONE will initiate and coordinate the resources migration to AzureSimple.
	Preparation
	Collect all the information from the current subscriptions using Azure portal or tool
Inclusions	Prepare the list of resources which can be migrated, which requires extra action (e.g. upgrade to ARM, rebuild) and which cannot be moved
	Check whether marketplace resources are available in the CSP model
	Validate resource group dependencies and storage account placements
	Facilitate alignment workshop to present resource migration plan
	Resource Migration

- Export all configurations + resources IDs of the current resource groups and resources
- Move all dependent resources into a single resource group
- Move the resources which Customer has moved into a single resource group from source to destination subscriptions
- Perform data and network migration activities through automation or manual
- Classic resources migration from ASM (Azure System Manager) to ARM (Azure Resource Manager)
- The actual migration will be executed as defined in the migration plan, sequencing and scheduling
- Conduct unit and integration testing
- ExpressRoute / VPN to be recreated after migration
- Clean up the resources/data from source subscriptions
- Facilitate workshop to handover agreed deliverables

Cancel and re-enable reserved instances

- Azure reservations are unable to be moved
- SoftwareONE will cancel the reserved instances in existing subscriptions and will reactivate them on mutual agreement for a new period of one (1) or three (3) years

All other work or services not specified in Inclusions are excluded. For example: • Monetary commitments cannot be transferred • Cancelled reservations refund cannot be transferred • Disabled subscriptions will not be moved • Azure Marketplace products that are not enabled for CSP • Infrastructure Architect • Operations Manager

• Customer will share the Azure subscriptions resource reports with SoftwareONE

Varies

Duration

	•	Customer will provide Global Admin or Admin Agents role to the SCE/EA subscriptions
	•	Customer will schedule change window
	•	Customer will provide access to subject matter experts as required in the project
Outcome	•	Migrated Resources to Modern CSP
Deliverables	•	Migration Plan with findings, recommendations and migration approach (.xlsx)
	•	Migration Tracker (.xlsx)

3.3 Indirect SCE/Enterprise Agreement, Web Direct (PAYG), Open or MPSA via Staging Subscription

SoftwareONE will initiate and coordinate the billing transfer from Customer's Indirect SCE/Enterprise Agreement, Web Direct (PAYG), Open or MPSA Azure subscription to AzureSimple via a Staging Subscription. Azure services in the subscription keep running without any interruption during the billing transfer.

The Service will be conducted by an experienced cloud consultant and will be delivered remotely.

Offering	Description
Inclusions	SoftwareONE initiate and coordinate the billing transfer from Indirect SCE/Enterprise Agreement, Web Direct (PAYG), Open or MPSA to AzureSimple No Service Downtime Azure services in the subscription keep running without any interruption Azure resources transfer All resources from the subscriptions including Virtual machines, disks, and websites transfer including supported Azure Classic Resources (as listed here) Cancel and re-enable reserved instances Azure reservations are unable to be moved SoftwareONE will cancel the reserved instances in existing subscriptions and will reactivate them on mutual agreement for a new period of one (1) or three (3) years
	51 times (5) years

Exclusions	All other work or services not specified in Inclusions are excluded. For example:
	Monetary commitments cannot be transferred
	Cancelled reservations refund cannot be transferred
	Disabled subscriptions will not be transferred
	Azure Marketplace products that are not enabled for CSP
	Migration of Azure Classic Resource types that are not supported on CSP
	Classic to ARM Upgrade
Key Stakeholders	Infrastructure Architect
	Operations Manager
Duration	Duration may vary, but typically 2-3 days
Dependencies	Customer will provide Global Admin or Admin Agents role to the SCE/EA subscriptions
	Customer will schedule change window
	Customer will provide access to subject matter experts as required in the project
Outcome	Migrated Resources to Modern CSP

3.4 Transfer Subscriptions from other CSP Partner

To transfer existing CSP subscription the following <u>Microsoft CSP Subscription Transfer form</u> needs to be completed by Customer and SoftwareONE.

Appendix 1 – Administrative Access, Partner Admin Link (PAL) and description of key terms

Administrative Access

SoftwareONE requires Customer to provide SoftwareONE with Administrative Access throughout the Term in order to allow SoftwareONE to provide the Services set forth in the Services Contract. Failure to grant appropriate administrative access will prevent SoftwareONE from fulfilling the Services Contract including the service level agreement and may have a direct impact on consumption charges that Customer may incur in connection with using Azure.

Type of Administrative Access

SoftwareONE requires the following Administrative Access types to be granted:

- "AOBO" (Administrator On Behalf Of) Billing partner is granted owner access by default by Microsoft. This access is only assigned to the PyraCloud platform Service Account used by the SoftwareONE Operations team for Provisioning of Azure subscriptions. SoftwareONE does not utilize AOBO access for management operations or support.
- "ADRAM" (Azure Delegated Resource Management) Authorized SoftwareONE support engineers can perform management operations or support on Customer's subscriptions. 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 supervisor and the Customer. SoftwareONE support engineers do not have access to Customer's Azure Active Directory or data. All activities are logged in Azure Activity Log by default for ninety (90) days.

All SoftwareONE accounts have Multi Factor Authentication (MFA) enabled.

Partner Admin Link ("PAL")

SoftwareONE requests Customer to agree to associate SoftwareONE as PAL, at subscription level for all Microsoft Azure subscriptions supported as part of the Services for the Term.

What is PAL?

PAL enables Microsoft to identify and recognize those partners who are helping customers achieve business objectives and realize value in the cloud. This means SoftwareONE is able to deliver the Services to Customer at reduced fees to support Customer for the period that SoftwareONE is enabled as a full PAL under the Services Contract.

What does this status mean for Customer?

The PAL association to existing credentials provides no new Customer data to Microsoft. It simply provides the telemetry to Microsoft, where a partner is actively involved and providing services to a customer in relation to their Azure environment. PAL association only adds the partner's MPN ID to the credential already provisioned. It does not alter any permissions (Azure role) or provide additional Azure service data to SoftwareONE or Microsoft.

What does this mean for SoftwareONE?

For SoftwareONE, PAL association allows it to show which customers SoftwareONE are actively engaged with either for professional services, managed services and management solutions.

PAL association also means SoftwareONE is provided with a rebate enabling SoftwareONE to offer the Services to the Customer at reduced fees, subject to SoftwareONE being designated full PAL status for all Customer Microsoft Azure subscriptions supported as part of the Services during the Term.

How to assign SoftwareONE as the PAL?

Customer shall assign the necessary RBAC rights (at least Tag Contributor or Owner rights) to SoftwareONE so that a PAL assignment can take place properly.

Tag contributor rights will be applied through the PyraCloud Tenant Setup.

What happens if Customer removes SoftwareONE's PAL status or adds another PAL or removes Administrative Access

Should Customer look to revoke SoftwareONE's full PAL association or add/include any other partners as PAL or remove SoftwareONE's Administrative Access (an "**Event**") SoftwareONE shall_have the right:

- (i) to terminate this Services Contract on thirty (30) days' notice without liability, including access to the PyraCloud Spend Management module; or
- (ii) to:
 - (a) where no fees are being charged for the Services (or relevant part thereof), charge the Customer fees for the Services (or relevant part thereof) at rates to be agreed, such charges to commence from the date of the Event; or
 - (b) where fees are being charged for the Services, increase the fees payable for the Services to non-discounted rates, such increase to be effective from the date of the Event.

Key Terms and additional provisions

"Break-fix" refers to the work involved in supporting a technology when it fails in the normal course of its function, which requires intervention by a support organization to be restored to working order.

"Cloud Solution Provider" SoftwareONE as a Cloud Solution Provider (CSP) partner, transacts across Microsoft cloud services through a single platform. This consists of the following services:

• **Provisioning** – Automated provision of customers and subscriptions.

- Management Perform management operations to the customer subscriptions (e.g. PyraCloud Advance Tag management)
- **Billing** Microsoft will bill SoftwareONE directly for all customer usage. SoftwareONE owns all downstream billing to their customers.
- **Support** SoftwareONE provides 24x7 front line support for their customers to ensure business continuity.

"Reserved Instances" help save money by committing to one (1) or three (3) year plans for specific Azure resources. Reserved Instances are payable either: (i) monthly throughout the term; or (ii) upfront for the entire term. Pricing may vary based on various factors such as but not limited to region, Customer tenant location and selected term.

Changes to Reserved Instances are allowed through the purchase of a new Reserved Instance of one (1) or three (3) year term subject to minimum of the remaining pro rata value of the current Reserved Instance term selected for change.

Cancellations of Reserved Instances are subject to a penalty of twenty (20%) of the remaining pro rata value for the selected term.

SoftwareONE will use reasonable efforts to provide Customer at least thirty (30) calendar days' notice of the end of the subscription term, in order to allow Customer to renew the subscription to the Reserved Instance.

Purchases of third-party products through Customer's subscription are subject to the charges and payment terms set forth on the platform where they are made available for purchase (e.g. "Azure Marketplace"). SoftwareONE will not be liable for any extra costs or reduced payment terms regarding such purchases.

"Server Subscription" means availability of Windows Server and SQL Server subscriptions. Server Subscription is available for purchase in combination with AzureSimple and is payable in advance. Customer may select a one (1) or three (3) year term for the Server Subscription.

Customer may return Server Subscription within thirty (30) days of purchase without penalty.

As part of the delivery for a Server Subscription, Customer may receive a download link for the software and a license key. Customer is responsible for the secure downloading and storage of the license key and related software in a secure manner.

SoftwareONE will use reasonable efforts to provide Customer with at least thirty (30) calendar days' notice prior to the end of the subscription term, in order to allow Customer to renew the Server Subscription.

"**Unified Support Online**" means the online IT Service Management portal for Customer to raise Incidents and Service Requests.

Appendix 2: Configuration Issue Support

Virtual Machines

Virtual Machine Scale Sets

SQL Database

Blob Storage

Azure Files

Premium Storage

Data Lake Store

Disk Storage

Managed Disks

Queue Storage

File Storage

Data Box

Storage Explorer

Archive Storage

Virtual Network

Load Balancer

Azure DNS

Express Route

Traffic Manager

VPN Gateway

Application Gateway

Azure Active Directory

AD Privileged Identity Management

AzureBackup

Portal

Azure Active Directory

Azure Information Protection

Multi-Factor Authentication

Key Vault

Windows Virtual Desktop

Log Analytics

Azure functions

Automation (Start /Stop)

Appendix 3: Provisioning Support Services

Virtual Machines

Virtual Machine Scale Sets

SQL Database

Blob Storage

Azure Files

Premium Storage

Data Lake Store

Disk Storage

Managed Disks

Queue Storage

File Storage

Data Box

Storage Explorer

Archive Storage

Virtual Network

Load Balancer

Azure DNS

Express Route

Traffic Manager

VPN Gateway

Application Gateway

Azure Active Directory

AD Privileged Identity Management

AzureBackup

Portal

Azure Active Directory

Azure Information Protection

Multi-Factor Authentication

Key Vault

Windows Virtual Desktop

Log Analytics

Azure functions

Automation (Start /Stop)